Alex Velto, Esq.
Nevada State Bar No. 14961
Paul Cotsonis, Esq.
Nevada State Bar No. 8786
REESE RING VELTO, PLLC
200 S. Virginia Street, Suite 655
Reno, NV 89501
Telephone: (775)446-8096
alex@rrvlawyers.com
paul@rrvlawyers.com
Attorneys for Complainant

Before the State of Nevada

Government Employee-Management

Relations Board

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731,

Complainant,

v.

CITY OF SPARKS,

Respondent.

CASE NO.: 2025-001

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731 PROHIBITED PRACTICE COMPLAINT AGAINST CITY OF SPARKS

INTRODUCTION

This is a prohibited practice complaint pursuant to Nevada Revised Statutes ("NRS") 288.270(1)(e) based on the City of Sparks' ("Respondent" or "City") refusal to bargain in good faith with the International Association of Firefighters Local No. 731 ("Union," "Complainant," or "Local 731"). Local 731 asserts that the City violated NRS 288.270(1)(e) by unilaterally changing healthcare providers and benefits and then bargaining in bad faith the resolution of the subsequent grievance and by refusing to implement an agreed-to resolution involving Force Hires.

Complainant, by and through its undersigned counsel, respectfully submits this Complaint and complains and alleges as follows:

JURISDICTION AND PARTIES

1. At all times relevant herein, Complainant Local 731 was and is an "employee organization" pursuant to NRS 288.040 and/or a "labor organization." Complainant's current mailing address is 9590 S. McCarran Blvd, Reno Nv. 89523.

2. At all times relevant herein, Respondent is and was a "Government Employer" pursuant to NRS 288.060. Respondent's current mailing address is 431 Prater Way, Sparks, NV 89431.

3. The Board has jurisdiction of this matter pursuant to NRS 288.110 to hear and determine "any controversy concerning prohibited practices."

4. NRS 288.270 provides in relevant part:

> It is a prohibited practice for a local government employer or its designated representative willfully to:
>
> (a) Interfere, restrain, or coerce any employee in the exercise of any right guaranteed under this chapter.
> (b) Dominate, interfere or assist in the formation or administration of any employee organization.
> …
> (e) Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fiact-finding, provided for in this chapter.
> (f) Discriminate because of race, color, religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

5. The Respondent and Complainant have completed the negotiations for a successor one-year collective bargaining agreement ("CBA") to the parties' July 1, 2021, to June 30, 2024, CBA, that has yet been ratified.

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FACTUAL ALLEGATIONS

Force Hire Program

6. Respondent engages in a practice known as the "Force Hire Program" which is a practice of forcing employee overtime to ensure twenty-four hour seven-days a week coverage for certain positions.

7. The Force Hire Program operates off a rotating list whereby employees at the top of the list would be required to work forced overtime.

8. Initially an employee could expect to be forced to work overtime under the Forced Hire Program once a year, but over time the use of Force Hire occurrences increased to multiple times per six-day week in certain circumstances.

9. On or about March 2, 2022, Local 731 filed a grievance regarding the Force Hire Program ("Force Hire Grievance").

10. An arbitration regarding the Force Hire Grievance was subsequently held, but did not finish.

11. On or about July 12, 2023, the parties reached a side letter agreement putting the Force Hire Grievance Arbitration in abeyance and placing limits on the Force Hire Program's usage for a period of six months ("Side Letter").

12. On or about July 12, 2024, the parties proceeded to mediation on the Force Hire Grievance but were unsuccessful in reaching a resolution.

13. On or about September 4, 2024, Local 731 Vice President, Darren Jackson and Local 731 Representative, Mike Szopa, met with Chief Walt White and Division Chief Derek Keller to discuss the Force Hire Grievance and another grievance involving ambulance usage ("Ambulance Grievance").

14. During that meeting the parties reached an agreement to both the Ambulance and Force Hire Grievances. The parties agreed and shook hands over the essential terms of a resolution to

the grievance, which included a limitation on the frequency a member may be Force Hired and allowance of a specific number of refusals of Force Hires per sixth month period.

15. The agreed to resolution to the Ambulance Grievance included a 5% pay bump for ambulance work.

16. The agreed to resolution to the Force Hire Grievance was the official authorization of the practice into the CBA and codifying the limits thereto as were outlined in the Side Letter into the CBA as well.

17. Thereafter, on or about September 9, 2024, the City provided a draft Memorandum of Understanding ("MOU") which was a significant deviation from what was agreed to during the meeting.

18. Specifically, the MOU purported to revise the CBA to officially authorize the Force Hire Program, but did not include the agreed-to limits to that authorization into the CBA. Instead, the limits to the Force Hire Program were purportedly to be implemented by policy.

19. The City included a redlined version of the MOU that included edits and comments, including a comment that expressly clarified the City's intent was to keep the resolution in policy so that it could revoke the resolution between the Parties at any time later on. Including their intent to take work from L731 members and give said work to members of the Chief's Association and the Operating Engineers 3 union members in direct contradiction to arbitrator's previous decisions.

20. Thereafter, the Local 731 repeatedly attempted to get Respondent to put the limitations to the Force Hire Program into the CBA, rather than policy, as agreed to during the August , 2024, meeting, but Respondent refused.

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Group Health Care Committee

21. Pursuant to the CBA, the health benefits and changes thereto are governed by a Group Health Care Committee ("GHCC") comprised of 1 voting member and 1 alternate for Local 731, Operating Engineers 3("OE3"), and Sparks Police Protective Association ("SPPA").

22. The GHCC is empowered to bind each bargaining unit to any modification in benefits provided at least two voting members of the GHCC ratify said modification.

23. Changes to the health plan and benefits have always been made through the GHCC.

24. On or about January 1, 2024, Respondent unilaterally changed healthcare provisions including but not limited to putting a cap on physical therapy visits.

25. In April of 2024, Local 731 discovered Respondent's unilateral changes to the healthcare provisions and filed a grievance regarding Respondents blatant violation of the CBA ("GHCC Grievance").

26. Respondent then tried to have the GHCC approve of the changes on or about July 18th, 2024, which was unsuccessful.

27. The parties met in July of 2024 for the Step II meeting on the GHCC Grievance ("Step II").

28. During the Step II discussions the parties discussed getting Local 731's vote on the GHCC to retroactively approve the changes and resolving the GHCC Grievance.

29. Local 731's proposed options for resolution to the GHCC Grievance and securing Local 731's vote on the GHCC included providing additional benefits to Local 731 members, such as a health savings account, inclusion of a high deductible plan, more favorable sick leave conversions and/or higher percentages for retiree coverage.

30. At the conclusion of the Step II, Respondent requested the GHCC Grievance be stayed to October 10th of 2024 to allow Respondent to "run the numbers" on the proposed options to resolve the GHCC Grievance.

31. Local 731 agreed to Respondent's request for a stay to the GHCC Grievance.

32. On or about ~~October~~ August 28th of 2024, before the expiration of the stay to the GHCC Grievance, Respondent appointed City of Sparks Police Chief, Chris Crawforth as Committee Vice Chair to sit in on the September GHCC meeting, however, Chief Crawforth presided over the meeting that day.

33. On or about September 19, 2024, by a vote of 2 to 1 with the OE3 and SPPA in favor and Local 731 opposed, the GHCC voted to approve of the changes Respondent previously made to the health plan.

34. Shortly after the GHCC vote, Respondent denied the GHCC grievance.

35. Local 731 believes and herein alleges that Respondent had no intention of "running the numbers" in relation to Local 731's proposed options for resolving the GHCC Grievance and, instead, was using this as an excuse to delay the grievance process to allow Respondent to insert City of Sparks Police Chief Crawforth as Committee Chair to the GHCC in order to sway SPPA's vote in favor of approving of the changes Respondent made to the health plan.

36. The Collective Bargaining Agreement requires the City to negotiate over changes to the Plan, which means all changes, no matter how large or small.

37. Historically, the City has requested Union approval for all changes to the agreement regarding benefits.

38. The changes the City made were not small. They created significant changes, including, placing a limitation on the number of Physical Therapy visits a member can receive per year in an arbitrary manner.

39. Further, in late December 2024, the Union became aware of a change in the policy that effectively prevents members from submitting claims by no longer providing a process for Local 731 to submit claims.

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FIRST CLAIM FOR RELIEF

Prohibited Practice under NRS 288.270(1)(e)

40. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

41. Under NRS 288.270(1)(e) it is a prohibited practice to "[r]efuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter.

42. Respondent violated NRS 288.270(1)(e) when it refused to fully incorporate the agreed-to-terms resolving the Force Hire issue by codifying both the authorization for the Force Hire Program and limits to that authority into the CBA as agreed to.

SECOND CLAIM FOR RELIEF

Prohibited Practice under NRS 288.270(1)(e)

43. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

44. Respondent violated NRS 288.270(1)(e) in seeking a continuance of the GHCC Grievance process under the false pretense of seeking a resolution to the GHCC Grievance when it had no such intention.

45. Local 731 believes and herein alleges that Respondent sought the continuance of the GHCC Grievance process to buy it time to pressure the SPPA member of the GHCC to vote in favor of retroactively ratifying Respondents changes to the Health Plan by putting the City of Sparks Chief of Police as the chair of the GHCC.

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PRAYER FOR RELIEF

Complainant respectfully requests that this Board:

1. Find in favor of Complainant and against the Respondent on each and every claim in this Complaint;

2. Find that Respondent violated NRS 288.270(1)(e) by failing to bargain in good faith with respect to the Force Hire Program;

3. Find that Respondent violated NRS 288.270(1)(e) by failing to bargain in good faith with respect to the GHHC Grievance;

4. Order that due to Respondent's bad faith bargaining in relation to the Force Hire Program that Respondent is enjoined from using it until such time as the parties have bargained in good faith over the terms of its usage and have come to an agreement;

5. Order Respondent to bargain in good faith with Local 731 the effects of its unilateral changes to the health care provisions;

6. Order that Respondent pay Complainant's attorney's fees and costs incurred in this matter; and

7. Order such further relief as the Board deems appropriate under the circumstances.

Date: January 24th 2025.

Respectfully submitted,

/s/ Alex Velto

ALEX VELTO, ESQ.
NV BAR NO. 14961
PAUL COTSONIS, ESQ.
NV BAR NO. 8786
REESE RING VELTO, PLLC
200 S. Virginia Street, Suite 655
Reno, Nevada 89501
T: 775-446-8096
E: alex@rrvlawyers.com
paul@rrvlawyers.com

CERTIFICATE OF SERVICE

I hereby certify that on January 24th 2025, I have mailed in portable document format as required by NAC 288.070(d)(3), a true and correct copy of INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731 PROHIBITED PRACTICE COMPLAINT AGAINST CITY OF SPARK as addressed below and sent certified mail pursuant to NAC 288.200(2). I also have filed the document with the Nevada Government Employee-Management Relations Board via its email address at emrb@business.nv.gov:

CITY OF SPARKS
431 Prater Way
Sparks, NV 8523

/s/Rachael L. Chavez

City of Sparks (Respondent)

Answer to Complaint

Wesley K. Duncan, #12362
Sparks City Attorney
wduncan@cityofsparks.us
Jessica L Coberly, #16079
Acting Chief Assistant City Attorney
jcoberly@cityofsparks.us
P.O. Box 857
Sparks, Nevada 89432-0857
(775) 353-2324
Attorneys for Respondent City of Sparks

BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731, Complainant, v. CITY OF SPARKS, Respondent.	Case No.: 2025-001 **ANSWER TO PROHIBITED PRACTICE COMPLAINT**

ANSWER

Respondent City of Sparks (Respondent), answers Complainant International Association of Firefighters Local No. 731 (Complainant)'s Prohibited Practices Complaint (Complaint) as follows, in paragraphs numbered to correspond to the paragraph numbers in the Complaint and with headings and subheadings that correspond to the headings and subheadings used in the Complaint.

JURISDICTION

1. Respondent is without information sufficient to form a belief as to the allegations contained in paragraph 1 regarding Complainant and therefore denies paragraph 1.

2. Admitted that Respondent is and was a "Government Employer" pursuant to NRS 288.060. Denied to the extent that any mail regarding this matter should be sent to mailing address 431 Prater way, Sparks, NV 89431 without additional direction—all mail regarding this matter that cannot be sent via e-mail should be sent c/o City Attorney's Office.

3. The allegation in paragraph 3 states Complainant's characterization of the law, which requires no response as the applicable law speaks for itself. To the extent Complainant's allegation is inconsistent with applicable law, Respondent denies it.

4. The allegation in paragraph 4 states Complainant's characterization of the law, which requires no response as the applicable law speaks for itself. To the extent Complainant's allegation is inconsistent with applicable law, Respondent denies it.

5. Admitted that as of the filing date of the Complaint, January 24, 2025, the City of Sparks City Council had not yet voted to approve the successor one-year Collective Bargaining Agreement (CBA). Denied to the extent that the allegation maintains that the CBA remains not yet ratified, as the CBA was approved by City of Sparks City Council on January 27, 2025.

FACTUAL ALLEGATIONS

Force Hire Program

6. Denied that Respondent operates any program or practice that the Respondent refers to as a "Force Hire Program," and Respondent restates this denial throughout the Answer to any use in the Complaint of the term "Force Hire Program." Admitted that it is the City's practice pursuant to CBA Section 1, Article C(5) and (6) to utilize mandatory emergency and non-emergency callback overtime and mandatory emergency and non-emergency overtime (collectively, "mandatory overtime").

7. Admitted that when Respondent utilizes mandatory overtime, Respondent operates off of one rotating list whereby employees at the top of the list would be required to work any type of mandatory or voluntary overtime.

8. Respondent lacks knowledge of what Sparks Fire Department (SFD) employees "expect[ed]," lacks knowledge of what time period this clause referred to through the use of the word "initially," and therefore denies the first clause of paragraph 8. Respondent lacks knowledge of what time period is referred to by the use of the words "over time" in the second clause and therefor denies the second clause as overbroad, vague and ambiguous. Respondent admits that since 2020, Respondent has utilized mandatory overtime more than one time in a six-day week per individual employee.

9. Denied that Respondent received any grievance from Complainant on March 2, 2022.

10. Admitted that Respondent previously attend a grievance arbitration regarding Complainant's Grievance 22-004, referred to in Complainant's Complaint as the "Force Hire Grievance," that did not finish.

11. Admitted that the parties reached a side letter agreement on July 12, 2023 regarding the Force Hire Grievance, putting the Force Hire Grievance in abeyance. Denied that that the side letter "plac[ed] limits on" any "force hire program," as SFD does not have a program with the title "force hire program." Admitted that in the July 12, 2023 side letter, Respondent committed to providing two opportunities per calendar year, per Complainant member, to turn down mandatory overtime, for a trial period of six months.

12. Admitted.

13. Admitted.

14. Admitted that the parties agreed generally on terms of a resolution to the Ambulance and Force Hire Grievances, which included a limitation on the frequency a member may be "Force Hired" as termed by Complainant. Denied that the essential terms included an "allowance of a specific number of refusals of Force Hires per sixth month period," or that any resolution discussed waiting until the sixth month of a year to place a limit on refusals. Denied that the agreement was a formal document or formal set of terms, as Chief White agreed to bring back a draft proposal and a separate draft SFD Standard Operating Procedure 1.16.

15. Admitted that the agreed-to resolution to the Ambulance Grievance included a 5% special pay for employees assigned to the ambulance.

16. Denied.

17. Admitted that Chief White provided to Complainant a draft Memorandum of Understanding (MOU) on September 6, 2024. Denied that the September 6, 2024 MOU "was a significant deviation from what was agreed to during the [September 4, 2024] meeting."

18. Admitted that on September 6, 2024, Respondent provided a draft Memorandum of Understanding (MOU) to Complainant that, if adopted, would revise the CBA to incorporate

a 1.75% special pay rate of the employee's base salary for mandatory overtime, provided at the Fire Chief's sole discretion, when attempting to maintain minimum staffing as outlined in CBA Section 1, Article G. Respondent admits that the September 6, 2024 MOU draft did not incorporate the process for filling any mandatory overtime vacancies into the CBA.

19. Admit to the first clause of paragraph 19, insofar as Respondent erroneously provided to Complainant a draft MOU with attorney-client privileged and deliberative comments. Respondent denies the second clause of the first sentence of paragraph 19 and denies the remainder of paragraph 19.

20. Admitted that Complainant "repeatedly attempted to get Respondent to put the limitations to the Force Hire Program into the CBA, rather than policy," and admitted that "Respondent refused." Respondent denies that Respondent agreed to incorporate the process for filling any mandatory overtime vacancies into the CBA during any meeting with Complainant.

Group Health Care Committee

21. Denied that "[p]ursuant to the CBA, the health benefits and changes thereto are governed by a Group Health Care Committee (GHCC)", given that the CBA states that the GHCC's "purpose … is to discuss cost containment measures and to *recommend to the City Council* any benefit changes." (emphasis added). Admitted that the GHCC is comprised of one (1) voting member and one (1) alternate for Local 731, Operating Engineers 3 ("OE3"), and Sparks Police Protective Association ("SPPA").

22. Denied. Admitted "[t]he voting member of each recognized bargaining unit shall have the authority to bind said bargaining unit to any modification in benefits *recommended to the City Council* subject to ratification of at least two (2) of the voting members." (emphasis added).

23. Denied that all changes to the wording or formatting of the health plan "have always been made through the GHCC." Admitted that the GHCC votes on all changes to the benefits in the health plan.

24. Denied.

25. Denied that Respondent made "unilateral changes to the healthcare provisions" and

denied that Respondent "blatant[ly] violat[ed] … the CBA." Admitted that Complainant filed a grievance on April 8, 2024.

26. Denied.

27. Admitted.

28. Denied.

29. Denied.

30. Denied.

31. Admitted that on August 6, 2024, Complainant agreed to Respondent's August 1, 2024 emailed request for a 90-day extension to issue the Step 2 response to the GHCC Grievance on October 10, 2024. Denied that Respondent made a "request for a stay to the GHCC Grievance."

32. Admitted that on August 28, 2024, Respondent re-appointed Chris Crawforth as Committee Vice Chair of the GHCC. Denied that any GHCC meeting occurred on August 28, 2024.

33. Denied that Complainant voted on September 19, 2024 on General Business Item 7.3, "Review, Discussion, and consideration to determine threshold for medical necessity review as applied to medically necessary therapies." The allegation in Complainant's second clause of paragraph 33 states Complainant's characterization of the GHCC General Business Item, which requires no response as the GHCC General Business Item speaks for itself. To the extent Complainant's allegation is inconsistent with the title and content of GHCC General Business Item 7.3, Respondent denies it. To the extent Complainant is characterizing in the second clause of paragraph 33 "the changes Respondent made to the health plan" as the "unilateral changes to the healthcare provisions" in "blatant violation of the CBA" referenced in paragraph 25, Respondent denies the second clause of paragraph 33.

34. Denied that "shortly after the GHCC vote" Respondent denied the GHCC Grievance. Admitted that Respondent's City Manager provided his Step 2 response and denied the Grievance on October 10, 2024.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. The City lacks awareness of the factual basis for paragraph 39 and therefore denies the allegation as overbroad, vague, and ambiguous.

FIRST CLAIM FOR RELIEF

Prohibited Practice under NRS 288.270(1)(e)

40. Respondent admits and denies the allegations of paragraph 40 as stated above.

41. The allegations in paragraph 41 state Complainant's characterizations of law, which require no response as the applicable law speaks for itself. To the extent Complainant's allegations are inconsistent with the law, Respondent denies them.

42. Denied.

SECOND CLAIM FOR RELIEF

Prohibited Practice under NRS 288.270(1)(e)

43. Respondent admits and denies the allegations of paragraph 43 as stated above

44. The allegations in paragraph 41 state Complainant's characterizations of law, which require no response as the applicable law speaks for itself. To the extent Complainant's allegations are inconsistent with the law, Respondent denies them.

45. Denied.

PRAYER FOR RELIEF

Respondent denies that Complainant is entitled to any of the relief requested in the Complaint, including, but not limited to, the relief prayed for in paragraphs 1 through 7 of the Prayer for Relief.

Respectfully submitted this 18th day of February, 2025.

WESLEY K. DUNCAN
Sparks City Attorney

By: */s/ Jessica L. Coberly*
JESSICA L. COBERLY
Attorneys for Respondent City of Sparks

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Sparks City Attorney's Office, Sparks, Nevada, and that on this date, I am serving the foregoing document(s) entitled **ANSWER TO PROHIBITED PRACTICE COMPLAINT** on the person(s) set forth below by email pursuant to NAC 288.0701(d)(3):

Alex Velto, Esq.
alex@rrvlawyers.com

Paul Cotsonis, Esq.
paul@rrvlawyers.com

I also have filed the document with the Nevada Government Employee-Management Relations Board via its email address at emrb@business.nv.gov.

DATED this 18th day of February, 2025.

/s/ Roxanne Doyle
Roxanne Doyle

City of Sparks (Respondent)
Cross Complaint

Wesley K. Duncan, #12362
Sparks City Attorney
wduncan@cityofsparks.us
Jessica L Coberly, #16079
Acting Chief Assistant City Attorney
jcoberly@cityofsparks.us
P.O. Box 857
Sparks, Nevada 89432-0857
(775) 353-2324
Attorneys for Complainant/Respondent
City of Sparks

BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CITY OF SPARKS, Complainant/Respondent, v. INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731, Respondent/Complainant.	Case No.: 2025-001 **CITY OF SPARKS' CROSS COMPLAINT**

INTRODUCTION

This is a prohibited practices complaint pursuant to Nevada Revised Statutes (NRS) 288.270(2)(b) based on the International Association of Firefighters Local No. 731 (Union/Complainant/Respondent)'s refusal to bargain in good faith with the City of Sparks (City/Respondent/Complainant). The City contends that the Union violated NRS 288.270(2)(b) by Union counsel violating the Nevada Rules of Professional Conduct (NRPC) in knowingly reviewing attorney-client privileged communications, the Union presenting false allegations to the Employee Management Relations Board (EMRB), the Union making knowingly false assertions in grievance meetings, and the Union engaging in surface bargaining within the grievance process as a whole by going through the motions to file grievances the Union has no real intention of pursuing. The City, by and through its undersigned counsel, respectfully submits this Cross-

Complaint and complains and alleges as follows:

JURISDICTION

1. At all times relevant herein, City is and was a "Government Employer" pursuant to NRS 288.060. City's current mailing address is c/o City Attorney's Office, 431 Prater Way, Sparks, NV 89431.

2. At all times relevant herein, Union was and is an "employee organization" pursuant to NRS 288.040 and or a "labor organization." Union's current mailing address is 9590 S. McCarran Blvd, Reno NV 89523.

3. The Board has jurisdiction to hear and review this matter pursuant to its authority to determine "[a]ny controversy concerning prohibited practices." NRS 288.110.

4. The City alleges that the Union violated NRS 288.270(2)(b) by "[r]efus[ing] to bargain collectively in good faith with the local government employer."

5. The City and the Union completed negotiations for a successor one-year collective bargaining agreement (CBA) to the parties' July 1, 2021 to June 30, 2024 CBA. The Union voted to approve the successor CBA on January 10, 2025, and the City Council approved the successor CBA on January 27, 2025.

FACTUAL ALLEGATIONS

Force Hire Grievance Background Facts

6. The Union filed Grievance 22-004 (the "Force Hire Grievance") on March 17, 2022, claiming that the City agreed in the CBA that it "would not force-hire firefighters to work overtime" and that when there are insufficient numbers of Sparks Fire Department (SFD) employees to staff an apparatus, the City should instead "place apparatuses out of service."

7. Pursuant to the then-current July 1, 2021 through June 30, 2024 CBA, under Section 1, Article L(4) - Grievance procedure, the City provided the Fire Chief's Step 1 response on April 13, 2022, the City Manager's Step 2 response on May 18, 2022, and the Union appealed the Step 2 decision to arbitration on June 7, 2022.

8. In lieu of arbitration, the City and the Union attempted to resolve the Force Hire Grievance through various means, including attending an ultimately unsuccessful mediation on

July 12, 2024.

9. Since June 7, 2022, the Union filed two additional grievances that related to the Force Hire Grievance.

10. The Union filed Grievance 22-009 regarding ambulance staffing (which contended lack of minimum staffing on an ambulance should result in placing the apparatus out of service),, to which the City provided a Step 1 response on July 8, 2022 and a Step 2 response on August 3, 2022, whereafter the Union appealed the response to arbitration on August 24, 2022.

11. In July 2023, Fire Chief Walt White began a discussion with the Union that resulted in a Side Letter detailing a proposed process for SFD employees to turn down mandatory overtime assignments, which gave employees two opportunities to turn down "force hire overtime" and limited force hire overtime of any individual to once per pay period. The Side Letter agreed to a six-month trial period of this process.

12. The Union further filed Grievance 24-004 regarding ambulance staffing (generally claiming safety and staffing issues again consistent with the arguments alleged under the Force Hire Grievance), on July 10, 2024.

13. The City began settlement discussions with the Union to craft a memorandum of understanding (MOU) to resolve all three grievances relating to force hiring in September 2024.

14. Negotiations consisted of numerous meetings between the Fire Chief and the Union, and multiple meetings and discussions with the City Manager's office.

15. In those negotiations, regarding "Ambulance" Grievances 22-009 and 24-004, the Union requested that normal daily staffing of ambulances be set at two (2) personnel, that no cross-staffing of the ambulance occur from other apparatuses except under extenuating circumstances, that the City would discuss with the Union before implementing single-role EMT or paramedics on the ambulance, and that Union employees assigned to the ambulance receive a special pay of 5% while assigned to the ambulance.

16. Regarding the Force Hire Grievance, the Union requested that a procedure be developed to allow SFD employees to turn down mandatory overtime assignments.

17. The City drafted an MOU that incorporated all the Ambulance Grievance requests,

addressed the Force Hire Grievance by proposing incorporation of a process to turn down mandatory overtime assignments into SFD's existing Standard Operating Procedure (SOP) 1.16 for "Overtime/Callback", and *additionally* offered a 1.75% special pay, at the Fire Chief's discretion, to any employees required to work mandatory overtime on any apparatus, in an effort to fully address the Force Hire Grievance.

18. The Union reviewed the draft, and in a meeting regarding the Force Hire and Ambulance Grievances on September 4, 2024, additionally requested that all negotiated elements of the MOU be incorporated into the CBA, including the process the City proposed for inclusion in SOP 1.16 by which the Fire Chief would allow employees to turn down mandatory overtime assignments.

19. In the September 4, 2024 meeting, the City did not agree to incorporate all elements of the MOU in the CBA.

20. Because the City declined to incorporate the proposed process for employees to turn down mandatory overtime into the CBA, in a later call between the City Manager and Union President Dan Tapia, the City instead offered in the next draft of the MOU that the City would not change the terms of that SOP for at least two years.

21. SFD's SOPs normally may be changed at the Fire Chief's discretion by issuing a new SOP for a "ten (10) day hanging," or allowing ten days for SFD employees to review and comment on the policy—referred to as a notice and comment process—before implementing the new SOP.

22. The City Manager's offer acknowledged the Union's request to keep the process to turn down mandatory overtime consistent and committed to retaining the process in SFD's SOP 1.16 for two years, instead of allowing the Fire Chief to change at any time through the normal ten-day notice and comment process.

NRPC 4.4 Violation – Force Hire Grievance

23. On September 6, 2024, Fire Chief White sent then-Union Vice President Darren Jackson, Union Vice President Tom Dunn, and then-Union Grievance Steward Jarrod Stewart the City's proposed amended MOU responding to the Union's suggested edits.

24. The draft provided by Chief White to the Union erroneously included deliberative and attorney-client privileged comments.

25. The MOU draft's title clearly indicated that it included revisions from at least two City employees, "alm" and "JLC."

26. Upon opening the document, it was immediately clear that the document contained internal and attorney-client privileged City comments. In fact, Jessica Coberly (Attorney Coberly), at the time Senior Assistant City Attorney, made an attorney-client privileged comment as early as Page 1 of the MOU.

27. The draft also included comments from Alyson McCormick, the Assistant City Manager (ACM) for the City of Sparks. As ACM McCormick does not currently fulfill a legal counsel role, her comments constituted deliberations that are protected from disclosure as part of the City's deliberative process. *Clark Cnty. Sch. Dist. v. Las Vegas Rev.-J.*, 134 Nev. 700, 705 (2018) (Deliberative Process is a recognized basis for the confidentiality of government records that "were part of a predecisional and deliberative process that led to a specific decision or policy").

28. ACM McCormick's comments on a draft sent to the City's attorney for review also constitute client requests for legal advice and would similarly be protected by the attorney-client privilege.

29. Both then-Union Vice President Jackson and then-Grievance Steward Stewart had met with Attorney Coberly numerous times regarding pending grievances and were aware she was an attorney employed by the City as early as May 20, 2024, when they both arranged to meet with her to discuss Grievance 24-002 regarding the City's Health Plan (Health Care Grievance).

30. Also on May 20, 2024, Attorney Coberly was introduced to Alex Velto, counsel for the Union via email sent by then-Vice President Jackson. *See* ***id.*** Counsel Velto was on notice that Attorney Coberly was an attorney for the City from May 20, 2024 forward.

31. At some point in time after September 6, 2024, the Union provided Fire Chief White's email and/or the attached draft MOU with Attorney Coberly's comments to Counsel Velto.

32. As demonstrated by the Complaint 2025-001 filed by Counsel Velto with the EMRB on January 24, 2025, Counsel Velto opened the draft MOU some time after September 6, 2024 and reviewed the attorney-client privileged comments on pages 1 and 2 before arriving to Attorney Coberly's final comment on page 3.

33. The Union's Complaint 2025-001 takes issue with Attorney Coberly's comment on page 3 of the draft MOU. Attorney Coberly's comment highlighted the words "Standard Operating Procedure (SOP)" in the following draft MOU language:

> SECTION 5: The parties agree that Fire Department Standard Operating Procedure (SOP) 1.16 will be amended to provide a process for filling any Mandatory Overtime vacancies.

34. Attorney Coberly's comment, directed internally, questioned that draft language to her client by adding the comment "Just confirming that SOPs can be amended without the notice & comment process."

35. The draft MOU itself stated that agreeing to the MOU would result in a change to an SFD SOP, but did not address the 10-day notice and comment process identified in the CBA to change SOPs.

36. On October 1, 2024, Counsel Velto provided notice under NRPC 4.4(b) to ACM McCormick that he received "a document … relating to the representation of the lawyer's client … inadvertently sent."

37. NRPC 4.4(b) is identical to the American Bar Association (ABA) Model Rule of Professional Conduct (MRPC) 4.4(b).

38. Under NRPC 1.0A, "[t]he … comments to the ABA Model Rules of Professional Conduct … may be consulted for guidance in interpreting and applying the Nevada Rules of Professional Conduct."

39. ABA MRPC 4.4 Comment 2 explains that "this Rule requires the lawyer to promptly notify the sender in order to permit that person *to take protective measures*." (emphasis added). Furthermore, per Comment 3, "[s]ome lawyers may choose to return a document … unread, for example, when the lawyer learns before receiving it that it was inadvertently sent."

ABA MRPC 4.4 Comment 3.

40. Similarly, as far back as 1992 the American Bar Association in a formal opinion observed:

> A lawyer who receives on an unauthorized basis materials of an adverse party that she knows to be privileged or confidential should, upon recognizing the privileged or confidential nature of the materials, either *refrain from reviewing such materials* or review them only to the extent required to determine how appropriately to proceed.

Gomez v. Vernon, 255 F.3d 1118, 1132 (9th Cir. 2001) (quoting ABA Comm. on Ethics and Prof'l Responsibility, Formal Op. 382 (1994)).

41. Counsel Velto knew before September 2024 that Attorney Coberly provided legal representation to the City before reviewing the draft MOU and still read all of Attorney Coberly's comments in the draft MOU.

42. Counsel Velto knew from the substance of the comments that these internal comments were privileged attorney-client communications and pertained to the confidential deliberative process of government decision-makers, and still read the remainder of the comments throughout the draft document, taking issue with the last comment written by Attorney Coberly on page 3 of the document after several other attorney-client and deliberative comments on the previous pages.

43. Given the confidential nature of the draft MOU was clear from page 1, reviewing all the comments on the MOU was not necessary to "determine how appropriately to proceed," *Gomez*, 255 F.3d at 1132, and Counsel Velto's review of the entire document did not permit Attorney Coberly "to take protective measures." ABA MRPC 4.4, Comment 2.

44. Following Counsel Velto's review of the attorney-client privileged and deliberative process comments, the City and the Union met to discuss the draft MOU on October 2, 2024.

45. At the October 2, 2024 meeting, Union Vice President Tom Dunn and Counsel Velto explained they interpreted Attorney Coberly's internally-directed comment regarding SFD's normal procedure for issuing SOPs as demonstrating the City's intent to immediately disregard the negotiated term of the MOU contained in SOP 1.16—regarding the process for

declining mandatory overtime—at any time, asserting that the comment demonstrated that the City intended to blatantly violate its commitment in the MOU to retain the SOP for two years.

46. Attorney Coberly explained in that meeting to the Union and its Counsel that, as it was directed internally, her comment was flagging that *in the MOU itself* the Union and the City were considering changing an SOP without the notice and comment process pursuant to the CBA.

47. Counsel Velto responded that he would not have arrived at his impression of Attorney Coberly's comment had not Fire Chief White made a representation that Counsel Velto believed Fire Chief White had yet to follow through on in an unrelated SFD personnel matter.

48. Attorney Coberly does not work on that unrelated personnel matter, which is handled by outside counsel hired by the City.

49. Chief White's alleged representations in an unrelated personnel matter have no bearing on the veracity or interpretation of Attorney Coberly's comment on the MOU to resolve the Ambulance and Force Hire Grievances.

50. In that October 2, 2024 meeting, the City and the Union had further discussions pertaining to other aspects of the MOU and the Union provided additional edits to the MOU for the City's consideration.

51. On October 15, 2024, Fire Chief White provided the City's response to the Union's October 2, 2024 suggested edits to the MOU as his formal Step 1 response to Grievance 24-004.

52. On November 4, 2024, the Union responded to the City's October 15, 2024 draft of the MOU, accepting the City's proposed edit to the MOU to retain the process for employees to turn down mandatory overtime in SOP 1.16 for at least two years.

53. The City reviewed the November 4 MOU draft and provided additional edits on November 13, 2024, similarly retaining the process to turn down mandatory overtime in SOP 1.16 for at least two years.

54. After failing to come to an agreement, the parties agreed to proceed with arbitration regarding the Force Hire Grievance on February 5–7, 2025.

55. On February 4, 2024, the evening before the Force Hire Grievance arbitration, the Union sent a draft MOU to the City's outside counsel for that arbitration entitled

"L731_EDITS_2OCT2024 Ambulance OTF MOU."

56. Given its "2OCT2024" title, this draft did not include the agreed-upon language from the Union's November 2024 draft, and instead again proposed incorporating the process to turn down mandatory overtime in the CBA, despite having already accepted edits in November 2024 providing an alternative solution.

57. The City again declined to incorporate the process to turn down mandatory overtime into the CBA. Instead, on February 5, 2025, the City offered a draft MOU committing that the process to turn down mandatory overtime in SOP 1.16 would only be changed after notice and discussion with the Union in a Labor-Management meeting and ninety (90) day notice to the employees, instead of the CBA's required ten (10) day notice.

58. This February 2025 proposal by the City was even more in the Union's favor than the November 2024 solution that the Union had agreed to and subsequently reneged on.

59. The Union did not agree to the City's February 5, 2024 proposed MOU terms and on February 5 and 6, 2025, the parties arbitrated the Union's contract interpretation claim in the Force Hire Grievance.

False Statement to EMRB – Group Health Care Grievance

60. For decades, the City has sponsored its self-funded Health Care Plan and administered that Plan through the use of Third-Party Administrators (TPAs), meaning that all Sparks employees have "City of Sparks" health insurance, administered by whatever company the City Council decides to contract with to process insurance payments to employee members' providers.

61. The City of Sparks previously used a TPA called CDS until January 2016, whereupon the City Council entered into a contract with Hometown Health to administer the City's Health Care Plan.

62. When the City contracted with CDS to be the City's TPA, the City used CDS's Plan document template to present the City's Health Plan benefits to its members.

63. Similarly, from January 2016 to January 2024, the City utilized Hometown Health to administer the City's Plan and used a Hometown Health Plan document template to present the

City's Health Plan benefits to its members.

64. In January 2024, the City Council entered into a contract with UMR, a UnitedHealthcare company, to administer the City's Health Plan and began using a UMR Plan document template to present the City's Health Plan benefits to its members.

65. Pursuant to the language in the CBA between the Union and the City, and in the CBA between the Sparks Police Protective Association (SPPA) and the City, and in Operating Engineers Local Union No. 3 Skilled Workforce (OE3) and the City, the City maintains a Group Health Care Committee (GHCC), comprised of one voting member from each of these three unions, and the GHCC's purpose "is to discuss cost containment measures and to recommend to the City Council any benefit changes to the City's self-insured group health and life insurance plan."

66. The GHCC did not vote on the formatting changes of the City's Plan document when the City changed TPAs from CDS to Hometown Health or from Hometown Health to UMR.

67. Changing TPAs does not change the Health Plan benefits offered by the City.

68. Despite having the exact same language regarding the GHCC's purpose in both SPPA's and OE3's CBAs, neither union has joined this Union by filing a grievance regarding the City's new TPA UMR or publicly expressed support for the Union's grievance.

69. In a September 21, 2023 GHCC meeting, the City's Human Resources (HR) department provided a presentation explaining that because then-City TPA Hometown Health's contract with the City would expire on December 31, 2023, that the City put out a Request for Proposals for a new TPA, and that the City Council would evaluate three potential TPAs—Hometown Health, UMR, and Meritain.

70. The City's HR presentation explained that, beginning in 2024, Staff would recommend to the City Council to select UMR as the City's TPA because UMR had a broader network of covered providers than Hometown Health, UMR's performance guarantees collectively held UMR to a higher standard than Hometown Health, and UMR had uniquely better mental health services than both other TPAs.

71. The GHCC does not have contracting authority for the City and did not vote on the

City's TPA selection.

72. The GHCC may only vote on "cost containment measures" and "any benefit changes."

73. At the September 21, 2023 GHCC meeting, Police Chief Chris Crawforth was identified as the Vice Chair.

74. On September 25, 2023, the Sparks City Council voted to select UMR as the City's TPA.

75. At the December 7, 2023 GHCC meeting, the City's HR department provided a presentation on the City's physical therapy medical benefit. Then-HR Director Jill Valdez explained that the City's Plan document required the then-TPA Hometown Health to "look for medical necessity" as it relates to Physical Therapy.

76. Later in that meeting, the Hometown Health representative revealed that Hometown Health believed all physical therapists must receive a doctor's prescription before providing physical therapy. Then-HR Director Valdez explained that was not the case in Nevada.

77. During the TPA transition from Hometown Health to UMR, the City learned during that Hometown Health had never confirmed whether any members' physical therapy was medically necessary as required by the City's Hometown Health-administered Plan document.

78. The December 7, 2023 meeting minutes list Police Chief Crawforth as the Vice Chair of the GHCC.

79. Both the Hometown Health-administered Plan document and the UMR-administered Plan document require physical therapy to be "medically necessary."

80. After the TPA transition to UMR, the City's UMR-administered Plan document provides administrative guidance that "medical necessity will be reviewed after 25 visits" for therapy services, including physical therapy.

81. The Hometown Health-administered Plan document did not include this administrative guidance, and Hometown Health was not reviewing physical therapy claims for medical necessity at all and was not enforcing the "medically necessity" requirement for the City's physical therapy benefit.

82. The City's UMR-administered Plan document further states that there is a cap of "26 … maximum visits per calendar year" for speech therapy services for developmental delays. ***Id.***

83. The language "review for medical necessity" is not the same as the language capping "maximum visits per calendar year."

84. Pursuant to the Plan's language, the administrative review conducted by UMR at 25 therapy visits determines whether medical necessity exists to authorize further therapy visits.

85. In early May 2024, before May 9, 2024, the City Attorney's Office's met with then-Union Vice President Jackson and then-Union Grievance Steward Stewart regarding member concerns about the City Council's recent decision to change the TPA of the City's Group Health Plan.

86. In that meeting, the Union provided a document to the City Attorney's Office for review a document with extensive annotations challenging perceived changes in benefits in the City's newly-issued UMR Plan, which was also shared with the City Manager's office.

87. The City immediately began reviewing the Union's over 100 identified concerns and began working with UMR to understand whether the Union's concerns constituted changes in benefits, or whether the new wording in the City's UMR Plan document presented the same benefits as the City's previous Hometown Health Plan document.

88. While that review was ongoing, on May 9, 2024, the Union filed Grievance 24-002, alleging that the City "den[ied] healthcare treatment previously provided by [the City's Health Care] Plan."

89. The May 9, 2024 Grievance identified an awareness date of April 8, 2024. ***Id.*** **at 1**.

90. An awareness date of April 8, 2024 made the grievance untimely pursuant to the CBA's requirement that any grievance be filed "within twenty (20) working days from the day the employee is grieved" (given that 20 working days from April 8, 2024 would have been May 3, 2024). "Grievances not filed within the required time frames will be forfeited."

91. On June 12, 2024, the Fire Chief denied the grievance and explained to the Union

the City Council's choice of the TPA was beyond the scope of his authority.

92. During the City's review of the Union's concerns, HR explained in the June 4, 2024 GHCC workshop that during the TPA transition from Hometown Health to UMR, "the City elected to choose 25" physical therapy visits "as a review spot for medical necessity. Not to say this is a cap, this is where we are going to review medical necessity…. [G]uidelines in the plan should never be bypassed [and] [t]here are guidelines in the plan that talk about medical necessity."

93. On June 24, 2024, the City Attorney's Office sent a letter to the City Manager detailing 59 concerns raised by the Union regarding the City's UMR-administered Health and Dental Plan documents that the City Attorney's Office determined did not demonstrate changes in benefits. The City Manager provided this letter to the Union.

94. The June 24 letter explained that any differences in language between the Hometown Health Plan document and the UMR Plan document did not result in a change in benefits as it related to physical therapy.

95. On June 25, 2024, the City Manager, former Acting City Manager/Police Chief Crawforth, City Attorney, and then-Senior Assistant City Attorney Coberly met with the Union for a "pre-meeting" regarding the Group Health Plan.

96. In the pre-meeting, the Union discussed its member who was experiencing difficulty with receiving UMR's approval for his physical therapy claims or his wife's multiple times a week physical therapy claims beyond the 25-visit check point stated in the City's UMR-administered Plan document.

97. The Union's solution to this particular employee's problem was for the City to reject the Plan document administered by UMR and force UMR to administer the Hometown Health Plan document language.

98. Making changes to the UMR-administered Plan document without UMR's notice or mutual consent is a violation of the City's contractual requirement to "mutually agree[] in writing prior to implementation of [any] change."

99. After this meeting, the Union sent a follow-up letter to the June 24 letter with further

questions and concerns.

100. On June 26, 2024, the City Manager's office requested an extension for the Step 2 response. The Union did not explicitly grant an extension but requested a meeting with the City Manager in lieu of an extension.

101. The City Manager agreed to meet with the Union until the Union no longer requested meetings and would then send the Step 2 response.

102. The City Manager met with the Union on July 16, 2024 for the Step 2 meeting at City Hall.

103. In the July 16, 2024 Step 2 meeting, Union counsel explained the Union's position was that *any* change to the City's Plan document—not just "any benefit changes", must go before the GHCC for a vote.

104. In that July 16, 2024 Step 2 meeting, no discussion occurred from either the City or the Union regarding potential future benefit changes to the City's Health Plan—in the form of adding a health savings account, inclusion of a high deductible plan, more favorable sick leave conversions and/or higher percentages for retiree coverage—in exchange for the Union's willingness to resolve the Group Health Grievance.

105. After the July 16, 2024 meeting, the Union agreed to continue meeting with the City in lieu of granting a written extension for the City Manager's Step 2 response.

106. On July 18, 2024, the Union sent then-Vice President Jackson to the scheduled GHCC meeting. Then-Vice President Jackson arrived 20 minutes late and refused to vote to approve the agenda and open the GHCC meeting.

107. Then-Vice President Jackson stated the Union demanded the City revert to the Plan document format used by former TPA Hometown Health and treat it as the controlling document, despite the City's contract signed by the City Council with UMR.

108. The July 18, 2024 GHCC meeting did not occur as the agenda was not approved by a majority of the voting members.

109. On July 24, 2024, the City met with the Union for scheduled collective bargaining negotiation.

110. In that discussion, the Union requested the City consider additional health benefits, and although the Union did not have a formal proposal to present, the Union discussed the possibility of the City adding a health savings account, inclusion of a high deductible plan, more favorable sick leave conversions and/or higher percentages for retiree coverage.

111. The Union did not request that the City consider implementing those new health benefits as a resolution to the Group Health Grievance.

112. The City Manager noted in the meeting that any change to the City's health benefits would have to be voted on by the GHCC and that he could not implement a change to benefits solely through CBA negotiations, but agreed to look into the cost to the Plan and the impact to the City's current benefits if any one of those options were presented to the GHCC.

113. On July 31, 2024, the City Attorney's Office sent a second letter to the City Manager explaining that the 15 clarification questions raised in the Union's follow-up letter still did not demonstrate changes in benefits in the Health Plan, and that 25 other concerns with the UMR-administered Health Plan document raised by the Union did not demonstrate changes in benefits. The City Manager provided this letter to the Union.

114. The July 31, 2024 letter specifically responded to the Union's additional question regarding the physical therapy benefit and expanded upon its previous response to clarify why the City did not interpret the change in the language of the Plan document as demonstrating a change in benefits.

115. The Union did not ask additional follow up questions regarding the City's interpretation of the City's physical therapy benefit after receiving the July 31, 2024 letter.

116. On August 1, 2024, the City Manager emailed then-Union Vice President Jackson requesting confirmation in writing by August 6, 2024, that the Union would grant an extension for his Step 2 response, explaining that he would provide his Step 2 response on August 7, 2024 if no extension was granted.

117. On August 6, 2024, the Union granted the City Manager's requested 90-day extension to October 10, 2024.

118. On September 19, 2024, the City Attorney's Office presented to the GHCC the

results of its review of over 161 concerns raised by the Union regarding the UMR-administered plan document.

119. The presentation identified that of the concerns raised, 138 did not constitute changes in employee health benefits or require additional clarification.

120. To ensure the Plan language clearly reflected the same benefits as the prior Hometown Health Plan document, the City would request 23 language changes be made to the UMR Plan document to clarify the benefits remained the same.

121. None of the City's requested language changes described in the presentation related to the Union's concern regarding the need to demonstrate medical necessity for physical therapy benefits.

122. None of the City's requested changes related to any concerns previously brought forward by any members of the City's Health Plan.

123. The Union's representative on the GHCC thanked the City Attorney's Office for the hard work.

124. The GHCC did not vote on the changes presented by the City Attorney's Office, as those changes clarified that employees' health benefits stayed the same.

125. Also at the September 19, 2024 meeting, GHCC Vice Chair Police Chief Crawforth gave a presentation explaining why, when he was the Acting City Manager in 2023 and 2024, he and Human Resources agreed on setting the 25 visit checkpoint with UMR.

126. UMR told then-Acting City Manager Crawforth that the average physical therapy patient uses 12 physical therapy appointments a year. The City determined that it would request UMR check for medical necessity at 25 appointments, once more than double the average amount of physical therapy appointments had occurred.

127. GHCC Vice Chair Crawforth also gave an overview of other municipalities in the area, identifying that Reno's health plan administered by UMR also checked for medical necessity of therapies at 25 visits.

128. GHCC Vice Chair Crawforth explained that UMR identified that seven members of the City's plan utilized PT more than 25 times in a year.

129. The GHCC voting members SPPA and OE3 at the September 19, 2024 meeting voted on General Business Item 7.2 to ratify the City's decision to set 25 visits as the threshold at which UMR would conduct its City Plan-required medical necessity review.

130. The Union did not vote on General Business Item 7.2 at the September 19, 2024 meeting.

131. On October 3, 2024, the City Attorney's Office sent a third letter to the City Manager identifying that the remaining 37 concerns raised by the Union did not demonstrate changes in benefits. With this letter, the City through counsel had reviewed and responded to all of the Union's identified concerns and determined that none demonstrated a change in benefits.

132. The City Manager provided this letter to the Union on October 3, 2024.

133. The Union did not ask for further clarification after receiving the October 3, 2024 letter.

134. Therefore, pursuant to the agreed-upon extensions, the City Manager timely provided the Step 2 response to the Union's Group Health Care Grievance denying the Grievance on October 10, 2024.

135. The statement in the Union's EMRB complaint 2025-001 that the UMR Plan document "put[] a cap on physical therapy visits" is a false statement.

136. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

False Statements in Negotiations – Light Duty Grievance

137. On November 4, 2024, the Union filed Grievance 24-005 ("Light Duty Grievance").

138. The Grievance does not state the factual basis for the alleged violation of the CBA.

139. Prior to filing the Grievance, in Labor Management discussions the Union argued that the City's past practice of placing employees on light duty due to a workers' compensation injury on a 40-hour schedule, while retaining the employees' 56-hour pay and benefits, violated

the CBA in two ways.

140. The Union argued the CBA required that either (a) employees put on a 40-hour work schedule for light duty due to a workers' compensation injury be fully transitioned to a 40-hour schedule, including pay rate and benefits, and the City's past practice of keeping employees' pay and benefits on a 56-hour schedule and only changing the work schedule to a 40-hour schedule violated the CBA; or (b) employees on light duty due to a workers' compensation injury should stay on a 56-hour schedule for their schedule, pay, and benefits, because temporarily transitioning 56-hour employees to a 40-hour schedule due to workers' compensation injuries violated Nevada statute.

141. In Labor Management discussions, Management provided the Union the Nevada Supreme Court case *Taylor v. Truckee Meadows Fire Protection District*, 479 P.3d 995, 1001–02 (Nev. 2021), which determined that the employer's practice of putting Fire Department employees that normally work a 56-hour schedule on a 40-hour light duty schedule when those employees experience workers' compensation-covered injuries is not "an unreasonable burden" and constitutes a "substantially similar" schedule to the employee's 56-hour schedule.

142. In the Fire Chief's review of the Light Duty Grievance, he evaluated the option presented by the Union to fully transition workers' compensation-injured employees onto a 40-hour schedule for work and benefits, and determined the CBA specifically provided that employees on light duty could be transitioned to a 40-hour work schedule and retain 56-hour pay and benefits, consistent with the City's past practice.

143. The Fire Chief determined that the City did not have bed space to maintain workers' compensation employees on 56-hour schedules, particularly given the Union's secondary claim in the Ambulance Grievance that the current sleeping accommodations were insufficient.

144. The Fire Chief's Step 1 response accordingly denied the Light Duty Grievance on December 19, 2024, determining it did not state a violation of the CBA.

145. The Union's Vice President Dunn and by that time former-Grievance Steward Stewart met with the City Manager and the City Attorney's Office in a Grievance "pre-meeting" on January 15, 2024.

146. Union Vice President Dunn said he "saw the City's point" regarding the Fire Chief's Step 1 response pointing to CBA language that specifically allowed the City's past practice of transitioning employees' work schedule—but not pay and benefits—to 40-hour schedule when on light duty due to a workers' compensation injury.

147. Former Steward Stewart in that meeting then contended that changing a workers' compensation-injured employee's schedule from a 56-hour schedule to a 40-hour schedule constituted a violation of statute.

148. This statement was in direct contradiction to the case law former Steward Stewart had been presented in Labor Management meetings, which established 56-hour schedules for firefighters are "substantially similar" to 40-hour schedules. *Taylor*, 479 P.3d at 1001–02.

149. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

Surface Bargaining – Outstanding Grievances

150. In addition to these Grievances and those for which the Union is continuing to negotiate, the Union maintains two additional grievances, Grievance 22-009 filed in November 2022 and appealed to arbitration in February 2023, and Grievance 23-001 filed in January 2023 and appealed to arbitration in April 2023.

151. In the over two years since these Grievances were filed, the Union has failed to select arbitrators, which is a required initial step to commence these arbitration proceedings, indefinitely stalling any resolution of these Grievances.

152. In the over two years since these Grievances were filed, the Union is not currently negotiating with the City regarding these grievances.

153. The Union's filing of grievances just to let them languish for years evinces a lack of good faith in the underlying alleged concern.

154. "[A] party's conduct at the bargaining table must evidence a sincere desire to come to an agreement. The determination of whether there has been such sincerity is made by 'drawing

inferences from the conduct of the parties as a whole.'" *Washoe County School District v. Washoe School Principals' Association and Washoe School Principals' Association v. Washoe County School District*, Item #895 Consolidated Case 2023-024 (consolidated with 2023-031) at 3 (EMRB, Mar. 29, 2024) (en banc) (quoting *City of Reno v. Int'l Ass'n of Firefighters, Local 731*, Item No. 253-A (EMRB, Feb. 8, 1991)).

155. "Surface bargaining is a strategy by which one of the parties merely goes through the motions, with no intention of reaching an agreement. In this regard, it is a form of bad faith bargaining." *Id.* at 6 (citing *City of Reno v. Int'l Ass'n of Firefighters, Local 731,* Item No. 253-A (EMRB, Feb. 8, 1991)).

156. The Union's practice of filing grievances and moving them through the grievance process only to abandon them after requesting arbitration constitutes surface bargaining, where the Union merely goes through the motions to file grievances that do not have good faith basis to use the existence of grievances as negotiation tools.

157. To provide additional context to the Union's interaction with the City, in March 2022, the Union's predecessor union, International Association of Fire Fighters Local 1265, published a motion approved at a Union executive board meeting by then-President Darren Jackson, wherein the Union stated then-Fire Chief Jim Reid "mismanaged COVID-19 relief funds."

158. Under NRS 204.020, if a "public officer … who has control or custody any public money belonging … to any … city … who uses any of the public money … for any purposes other than one authorized by law, if the amount unlawfully used is $650 or more, is guilty of a category D felony."

159. Stating that then-Fire Chief Reid "mismanaged" thousands of dollars in City funds states a claim that then-Fire Chief Reid committed a felony under NRS 204.020.

160. Then-City Manager Krutz reached to the Union for clarification or details regarding this accusation of fiscal mismanagement.

161. Local 1265 then-President Darren Jackson replied by email, stating, "We are not alleging some kind of unlawful act. We are simply stating that an opportunity was missed and

that the small amount of money that the FD received was not spent on anything that the men and women on the line could use to make our response to COVID better."

162. Under NRS 200.510(1)–(2), "libel is a malicious defamation, expressed by …writing … tending to … impeach the honesty, integrity, virtue, or reputation, … of a living person … and thereby to expose them to public hatred, contempt or ridicule," which is a gross misdemeanor.

163. Then-City Manager Krutz stated "I am pleased that Local 1265 clarified that they are not alleging that Chief Reid engaged in illegal activity."

164. Publishing a false statement asserting that then-Fire Chief Reid committed a felony, knowing it was not a felony, constitutes libel.

165. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

FIRST CLAIM FOR RELIEF

Prohibited Practice under NRS 288. 270(2)(b)—Unethical Review of Privileged Communications

166. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

167. Under NRS 288.270(2)(b), it is a prohibited practice to "Refuse to bargain collectively in good faith with the local government employer…. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter."

168. The Union violated NRS 288.270.(1)(e) when its counsel opened the draft MOU inadvertently sent to him containing attorney-client privileged and deliberative communications, read initial attorney-client privileged communications between Attorney Coberly and Chief White, and then attempted to utilize attorney-client privileged and deliberative process communications against the City in grievance negotiations, in violation of NRPC 4.4(b), ABA

MRPC 4.4(b) Comment 2, 3, and long-established ABA Committee on Ethics and Professional Responsibility Formal Opinions.

SECOND CLAIM FOR RELIEF

Prohibited Practice under NRS 288. 270(2)(b) – False Statements to the EMRB

169. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

170. Under NRS 288.270(2)(b), it is a prohibited practice to "Refuse to bargain collectively in good faith with the local government employer…. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter."

171. The Union violated NRS 288.270.(1)(e) when it falsely stated in its EMRB complaint 2025-001 that the UMR Plan document "put[] a cap on physical therapy visits."

172. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

THIRD CLAIM FOR RELIEF

Prohibited Practice under NRS 288. 270(2)(b) – Bad Faith Negotiation

173. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

174. Under NRS 288.270(2)(b), it is a prohibited practice to "Refuse to bargain collectively in good faith with the local government employer…. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter."

175. The Union violated NRS 288.270.(1)(e) when it falsely stated in grievance negotiations to the City in relation to the Light Duty Grievance that the City's practice was in violation of statute when the Union was on notice that the City's past practice was in accordance with Nevada Supreme Court case law evaluating the same claim.

176. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

FOURTH CLAIM FOR RELIEF

Prohibited Practice under NRS 288. 270(2)(b) – Surface Bargaining By Failing to Pursue Filed Grievances

177. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

178. Under NRS 288.270(2)(b), it is a prohibited practice to "Refuse to bargain collectively in good faith with the local government employer…. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter."

179. The Union violated NRS 288.270.(1)(e) when it engaged in surface bargaining through filing grievances and appeals to arbitrators in bad faith that it had no intent to pursue.

180. "Surface bargaining is a strategy by which one of the parties merely goes through the motions, with no intention of reaching an agreement. In this regard, it is a form of bad faith bargaining." *Washoe County School District*, Item #895 at 6 (EMRB, Mar. 29, 2024) (en banc) *Id.* at 6 (citing *City of Reno v. Int'l Ass'n of Firefighters, Local 731,* Item No. 253-A (EMRB, Feb. 8, 1991)).

PRAYER FOR RELIEF

The City respectfully requests that this Board:

1. Find in favor of the City and against the Union on each and every claim in this Complaint;

2. Find that the Union violated NRS 288.270(2)(b) by failing to bargain in good faith by Union counsel violating NRPC 4.4(b);

3. Find that the Union violated NRS 288.270(2)(b) by making false statements to the EMRB;

4. Find that the Union violated NRS 288.270(2)(b) by failing to bargain in good faith by making false statements in negotiations for the Light Duty Grievance;

5. Find that the Union violated NRS 288.270(2)(b) by failing to bargain in good faith by surface bargaining through filing bad faith grievances;

6. Order that the Union bargain in good faith with the City;

7. Order that the Union pay the City's attorney's fees and costs incurred in this matter; and

8. Order such further relief as the Board deems appropriate under the circumstances.

Respectfully submitted this 19th day of February, 2025.

WESLEY K. DUNCAN
Sparks City Attorney

By: */s/ Jessica L. Coberly*
JESSICA L. COBERLY
Attorneys for Respondent City of Sparks

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Sparks City Attorney's Office, Sparks, Nevada, and that on this date, I am serving the foregoing document(s) entitled **CITY OF SPARKS' CROSS COMPLAINT** on the person(s) set forth below by email pursuant to NAC 288.0701(d)(3):

Alex Velto, Esq.
alex@rrvlawyers.com

Paul Cotsonis, Esq.
paul@rrvlawyers.com

DATED this 19th day of February, 2025.

/s/ Roxanne Doyle
Roxanne Doyle

City of Sparks (Respondent)
Amended Cross Complaint

Wesley K. Duncan, #12362
Sparks City Attorney
wduncan@cityofsparks.us
Jessica L Coberly, #16079
Acting Chief Assistant City Attorney
jcoberly@cityofsparks.us
P.O. Box 857
Sparks, Nevada 89432-0857
(775) 353-2324
Attorneys for Complainant/Respondent City of Sparks

FILED
February 27, 2025
State of Nevada
E.M.R.B.
12:24 p.m.

BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CITY OF SPARKS,

Complainant/Respondent,

v.

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731,

Respondent/Complainant.

Case No.: 2025-001

CITY OF SPARKS' AMENDED CROSS COMPLAINT

INTRODUCTION

This is an amended prohibited practices complaint pursuant to Nevada Revised Statutes (NRS) 288.235(1) and NRS 288.270(2)(b) based on the International Association of Firefighters Local No. 731 (Union/Complainant/Respondent)'s refusal to bargain in good faith with the City of Sparks (City/Respondent/Complainant). The City contends that the Union violated NRS 288.270(2)(b) by Union counsel violating the Nevada Rules of Professional Conduct (NRPC) in knowingly reviewing attorney-client privileged communications, the Union presenting false allegations to the Employee Management Relations Board (EMRB), the Union making knowingly false assertions in grievance meetings, and the Union engaging in surface bargaining within the grievance process as a whole by going through the motions to file grievances the Union has no

real intention of pursuing. The City, by and through its undersigned counsel, respectfully submits this Cross-Complaint and complains and alleges as follows:

JURISDICTION

1. At all times relevant herein, City is and was a "Government Employer" pursuant to NRS 288.060. City's current mailing address is c/o City Attorney's Office, 431 Prater Way, Sparks, NV 89431.

2. At all times relevant herein, Union was and is an "employee organization" pursuant to NRS 288.040 and or a "labor organization." Union's current mailing address is 9590 S. McCarran Blvd, Reno NV 89523.

3. The Board has jurisdiction to hear and review this matter pursuant to its authority to determine "[a]ny controversy concerning prohibited practices." NRS 288.110.

4. The City alleges that the Union violated NRS 288.270(2)(b) by "[r]efus[ing] to bargain collectively in good faith with the local government employer."

5. The City and the Union completed negotiations for a successor one-year collective bargaining agreement (CBA) to the parties' July 1, 2021 to June 30, 2024 CBA. The Union voted to approve the successor CBA on January 10, 2025, and the City Council approved the successor CBA on January 27, 2025.

FACTUAL ALLEGATIONS

Force Hire Grievance Background Facts

6. The Union filed Grievance 22-004 (the "Force Hire Grievance") on March 17, 2022, claiming that the City agreed in the CBA that it "would not force-hire firefighters to work overtime" and that when there are insufficient numbers of Sparks Fire Department (SFD) employees to staff an apparatus, the City should instead "place apparatuses out of service."

7. Pursuant to the then-current July 1, 2021 through June 30, 2024 CBA, under Section 1, Article L(4) - Grievance procedure, the City provided the Fire Chief's Step 1 response on April 13, 2022, the City Manager's Step 2 response on May 18, 2022, and the Union appealed the Step 2 decision to arbitration on June 7, 2022.

8. In lieu of arbitration, the City and the Union attempted to resolve the Force Hire

Grievance through various means, including attending an ultimately unsuccessful mediation on July 12, 2024.

9. Since June 7, 2022, the Union filed two additional grievances that related to the Force Hire Grievance.

10. The Union filed Grievance 22-009 regarding ambulance staffing (which contended lack of minimum staffing on an ambulance should result in placing the apparatus out of service),, to which the City provided a Step 1 response on July 8, 2022 and a Step 2 response on August 3, 2022, whereafter the Union appealed the response to arbitration on August 24, 2022.

11. In July 2023, Fire Chief Walt White began a discussion with the Union that resulted in a Side Letter detailing a proposed process for SFD employees to turn down mandatory overtime assignments, which gave employees two opportunities to turn down "force hire overtime" and limited force hire overtime of any individual to once per pay period. The Side Letter agreed to a six-month trial period of this process.

12. The Union further filed Grievance 24-004 regarding ambulance staffing (generally claiming safety and staffing issues again consistent with the arguments alleged under the Force Hire Grievance), on July 10, 2024.

13. The City began settlement discussions with the Union to craft a memorandum of understanding (MOU) to resolve all three grievances relating to force hiring in September 2024.

14. Negotiations consisted of numerous meetings between the Fire Chief and the Union, and multiple meetings and discussions with the City Manager's office.

15. In those negotiations, regarding "Ambulance" Grievances 22-009 and 24-004, the Union requested that normal daily staffing of ambulances be set at two (2) personnel, that no cross-staffing of the ambulance occur from other apparatuses except under extenuating circumstances, that the City would discuss with the Union before implementing single-role EMT or paramedics on the ambulance, and that Union employees assigned to the ambulance receive a special pay of 5% while assigned to the ambulance.

16. Regarding the Force Hire Grievance, the Union requested that a procedure be developed to allow SFD employees to turn down mandatory overtime assignments.

17. The City drafted an MOU that incorporated all the Ambulance Grievance requests, addressed the Force Hire Grievance by proposing incorporation of a process to turn down mandatory overtime assignments into SFD's existing Standard Operating Procedure (SOP) 1.16 for "Overtime/Callback", and *additionally* offered a 1.75% special pay, at the Fire Chief's discretion, to any employees required to work mandatory overtime on any apparatus, in an effort to fully address the Force Hire Grievance.

18. The Union reviewed the draft, and in a meeting regarding the Force Hire and Ambulance Grievances on September 4, 2024, additionally requested that all negotiated elements of the MOU be incorporated into the CBA, including the process the City proposed for inclusion in SOP 1.16 by which the Fire Chief would allow employees to turn down mandatory overtime assignments.

19. In the September 4, 2024 meeting, the City did not agree to incorporate all elements of the MOU in the CBA.

20. Because the City declined to incorporate the proposed process for employees to turn down mandatory overtime into the CBA, in a later call between the City Manager and Union President Dan Tapia, the City instead offered in the next draft of the MOU that the City would not change the terms of that SOP for at least two years.

21. SFD's SOPs normally may be changed at the Fire Chief's discretion by issuing a new SOP for a "ten (10) day hanging," or allowing ten days for SFD employees to review and comment on the policy—referred to as a notice and comment process—before implementing the new SOP.

22. The City Manager's offer acknowledged the Union's request to keep the process to turn down mandatory overtime consistent and committed to retaining the process in SFD's SOP 1.16 for two years, instead of allowing the Fire Chief to change at any time through the normal ten-day notice and comment process.

NRPC 4.4 Violation – Force Hire Grievance

23. On September 6, 2024, Fire Chief White sent then-Union Vice President Darren Jackson, Union Vice President Tom Dunn, and then-Union Grievance Steward Jarrod Stewart the

City's proposed amended MOU responding to the Union's suggested edits.

24. The draft provided by Chief White to the Union erroneously included deliberative and attorney-client privileged comments.

25. The MOU draft's title clearly indicated that it included revisions from at least two City employees, "alm" and "JLC."

26. Upon opening the document, it was immediately clear that the document contained internal and attorney-client privileged City comments. In fact, Jessica Coberly (Attorney Coberly), at the time Senior Assistant City Attorney, made an attorney-client privileged comment as early as Page 1 of the MOU.

27. The draft also included comments from Alyson McCormick, the Assistant City Manager (ACM) for the City of Sparks. As ACM McCormick does not currently fulfill a legal counsel role, her comments constituted deliberations that are protected from disclosure as part of the City's deliberative process. *Clark Cnty. Sch. Dist. v. Las Vegas Rev.-J.*, 134 Nev. 700, 705 (2018) (Deliberative Process is a recognized basis for the confidentiality of government records that "were part of a predecisional and deliberative process that led to a specific decision or policy").

28. ACM McCormick's comments on a draft sent to the City's attorney for review also constitute client requests for legal advice and would similarly be protected by the attorney-client privilege.

29. Both then-Union Vice President Jackson and then-Grievance Steward Stewart had met with Attorney Coberly numerous times regarding pending grievances and were aware she was an attorney employed by the City as early as May 20, 2024, when they both arranged to meet with her to discuss Grievance 24-002 regarding the City's Health Plan (Health Care Grievance).

30. Also on May 20, 2024, Attorney Coberly was introduced to Alex Velto, counsel for the Union via email sent by then-Vice President Jackson. Counsel Velto was on notice that Attorney Coberly was an attorney for the City from May 20, 2024 forward.

31. At some point in time after September 6, 2024, the Union provided Fire Chief White's email and/or the attached draft MOU with Attorney Coberly's comments to Counsel

Velto.

32. As demonstrated by the Complaint 2025-001 filed by Counsel Velto with the EMRB on January 24, 2025, Counsel Velto opened the draft MOU some time after September 6, 2024 and reviewed the attorney-client privileged comments on pages 1 and 2 before arriving to Attorney Coberly's final comment on page 3.

33. The Union's Complaint 2025-001 takes issue with Attorney Coberly's comment on page 3 of the draft MOU. Attorney Coberly's comment highlighted the words "Standard Operating Procedure (SOP)" in the following draft MOU language:

> SECTION 5: The parties agree that Fire Department Standard Operating Procedure (SOP) 1.16 will be amended to provide a process for filling any Mandatory Overtime vacancies.

34. Attorney Coberly's comment, directed internally, questioned that draft language to her client by adding the comment "Just confirming that SOPs can be amended without the notice & comment process."

35. The draft MOU itself stated that agreeing to the MOU would result in a change to an SFD SOP, but did not address the 10-day notice and comment process identified in the CBA to change SOPs.

36. On October 1, 2024, Counsel Velto provided notice under NRPC 4.4(b) to ACM McCormick that he received "a document … relating to the representation of the lawyer's client … inadvertently sent."

37. NRPC 4.4(b) is identical to the American Bar Association (ABA) Model Rule of Professional Conduct (MRPC) 4.4(b).

38. Under NRPC 1.0A, "[t]he … comments to the ABA Model Rules of Professional Conduct … may be consulted for guidance in interpreting and applying the Nevada Rules of Professional Conduct."

39. ABA MRPC 4.4 Comment 2 explains that "this Rule requires the lawyer to promptly notify the sender in order to permit that person *to take protective measures*." (emphasis added). Furthermore, per Comment 3, "[s]ome lawyers may choose to return a document

… unread, for example, when the lawyer learns before receiving it that it was inadvertently sent." ABA MRPC 4.4 Comment 3.

40. Similarly, as far back as 1992 the American Bar Association in a formal opinion observed:

> A lawyer who receives on an unauthorized basis materials of an adverse party that she knows to be privileged or confidential should, upon recognizing the privileged or confidential nature of the materials, either *refrain from reviewing such materials* or review them only to the extent required to determine how appropriately to proceed.

Gomez v. Vernon, 255 F.3d 1118, 1132 (9th Cir. 2001) (quoting ABA Comm. on Ethics and Prof'l Responsibility, Formal Op. 382 (1994)) (emphasis added).

41. Counsel Velto knew before September 2024 that Attorney Coberly provided legal representation to the City before reviewing the draft MOU and still read all of Attorney Coberly's comments in the draft MOU.

42. Counsel Velto knew from the substance of the comments that these internal comments were privileged attorney-client communications and pertained to the confidential deliberative process of government decision-makers, and still read the remainder of the comments throughout the draft document, taking issue with the last comment written by Attorney Coberly on page 3 of the document after several other attorney-client and deliberative comments on the previous pages.

43. Given the confidential nature of the draft MOU was clear from page 1, reviewing all the comments on the MOU was not necessary to "determine how appropriately to proceed," *Gomez*, 255 F.3d at 1132, and Counsel Velto's review of the entire document did not permit Attorney Coberly "to take protective measures." ABA MRPC 4.4, Comment 2.

44. Following Counsel Velto's review of the attorney-client privileged and deliberative process comments, the City and the Union met to discuss the draft MOU on October 2, 2024.

45. At the October 2, 2024 meeting, Union Vice President Tom Dunn and Counsel Velto explained they interpreted Attorney Coberly's internally-directed comment regarding SFD's normal procedure for issuing SOPs as demonstrating the City's intent to immediately

disregard the negotiated term of the MOU contained in SOP 1.16—regarding the process for declining mandatory overtime—at any time, asserting that the comment demonstrated that the City intended to blatantly violate its commitment in the MOU to retain the SOP for two years.

46. Attorney Coberly explained in that meeting to the Union and its Counsel that, as it was directed internally, her comment was flagging that *in the MOU itself* the Union and the City were considering changing an SOP without the notice and comment process pursuant to the CBA.

47. Counsel Velto responded that he would not have arrived at his impression of Attorney Coberly's comment had not Fire Chief White made a representation that Counsel Velto believed Fire Chief White had yet to follow through on in an unrelated SFD personnel matter.

48. Attorney Coberly does not work on that unrelated personnel matter, which is handled by outside counsel hired by the City.

49. Chief White's alleged representations in an unrelated personnel matter have no bearing on the veracity or interpretation of Attorney Coberly's comment on the MOU to resolve the Ambulance and Force Hire Grievances.

50. In that October 2, 2024 meeting, the City and the Union had further discussions pertaining to other aspects of the MOU and the Union provided additional edits to the MOU for the City's consideration.

51. On October 15, 2024, Fire Chief White provided the City's response to the Union's October 2, 2024 suggested edits to the MOU as his formal Step 1 response to Grievance 24-004.

52. On November 4, 2024, the Union responded to the City's October 15, 2024 draft of the MOU, accepting the City's proposed edit to the MOU to retain the process for employees to turn down mandatory overtime in SOP 1.16 for at least two years.

53. The City reviewed the November 4 MOU draft and provided additional edits on November 13, 2024, similarly retaining the process to turn down mandatory overtime in SOP 1.16 for at least two years.

54. After failing to come to an agreement, the parties agreed to proceed with arbitration regarding the Force Hire Grievance on February 5–7, 2025.

55. On February 4, 2024, the evening before the Force Hire Grievance arbitration, the

Union sent a draft MOU to the City's outside counsel for that arbitration entitled "L731_EDITS_2OCT2024 Ambulance OTF MOU."

56. Given its "2OCT2024" title, this draft did not include the agreed-upon language from the Union's November 2024 draft, and instead again proposed incorporating the process to turn down mandatory overtime in the CBA, despite having already accepted edits in November 2024 providing an alternative solution.

57. The City again declined to incorporate the process to turn down mandatory overtime into the CBA. Instead, on February 5, 2025, the City offered a draft MOU committing that the process to turn down mandatory overtime in SOP 1.16 would only be changed after notice and discussion with the Union in a Labor-Management meeting and ninety (90) day notice to the employees, instead of the CBA's required ten (10) day notice.

58. This February 2025 proposal by the City was even more in the Union's favor than the November 2024 solution that the Union had agreed to and subsequently reneged on.

59. The Union did not agree to the City's February 5, 2024 proposed MOU terms and on February 5 and 6, 2025, the parties arbitrated the Union's contract interpretation claim in the Force Hire Grievance.

False Statement to EMRB – Group Health Care Grievance

60. For decades, the City has sponsored its self-funded Health Care Plan and administered that Plan through the use of Third-Party Administrators (TPAs), meaning that all Sparks employees have "City of Sparks" health insurance, administered by whatever company the City Council decides to contract with to process insurance payments to employee members' providers.

61. The City of Sparks previously used a TPA called CDS until January 2016, whereupon the City Council entered into a contract with Hometown Health to administer the City's Health Care Plan.

62. When the City contracted with CDS to be the City's TPA, the City used CDS's Plan document template to present the City's Health Plan benefits to its members.

63. Similarly, from January 2016 to January 2024, the City utilized Hometown Health

to administer the City's Plan and used a Hometown Health Plan document template to present the City's Health Plan benefits to its members.

64. In January 2024, the City Council entered into a contract with UMR, a UnitedHealthcare company, to administer the City's Health Plan and began using a UMR Plan document template to present the City's Health Plan benefits to its members.

65. Pursuant to the language in the CBA between the Union and the City, and in the CBA between the Sparks Police Protective Association (SPPA) and the City, and in Operating Engineers Local Union No. 3 Skilled Workforce (OE3) and the City, the City maintains a Group Health Care Committee (GHCC), comprised of one voting member from each of these three unions, and the GHCC's purpose "is to discuss cost containment measures and to recommend to the City Council any benefit changes to the City's self-insured group health and life insurance plan."

66. The GHCC did not vote on the formatting changes of the City's Plan document when the City changed TPAs from CDS to Hometown Health or from Hometown Health to UMR.

67. Changing TPAs does not change the Health Plan benefits offered by the City.

68. Despite having the exact same language regarding the GHCC's purpose in both SPPA's and OE3's CBAs, neither union has joined this Union by filing a grievance regarding the City's new TPA UMR or publicly expressed support for the Union's grievance.

69. In a September 21, 2023 GHCC meeting, the City's Human Resources (HR) department provided a presentation explaining that because then-City TPA Hometown Health's contract with the City would expire on December 31, 2023, that the City put out a Request for Proposals for a new TPA, and that the City Council would evaluate three potential TPAs—Hometown Health, UMR, and Meritain.

70. The City's HR presentation explained that, beginning in 2024, Staff would recommend to the City Council to select UMR as the City's TPA because UMR had a broader network of covered providers than Hometown Health, UMR's performance guarantees collectively held UMR to a higher standard than Hometown Health, and UMR had uniquely better mental health services than both other TPAs.

71. The GHCC does not have contracting authority for the City and did not vote on the City's TPA selection.

72. The GHCC may only vote on "cost containment measures" and "any benefit changes."

73. At the September 21, 2023 GHCC meeting, Police Chief Chris Crawforth was identified as the Vice Chair.

74. On September 25, 2023, the Sparks City Council voted to select UMR as the City's TPA.

75. At the December 7, 2023 GHCC meeting, the City's HR department provided a presentation on the City's physical therapy medical benefit. Then-HR Director Jill Valdez explained that the City's Plan document required the then-TPA Hometown Health to "look for medical necessity" as it relates to Physical Therapy.

76. Later in that meeting, the Hometown Health representative revealed that Hometown Health believed all physical therapists must receive a doctor's prescription before providing physical therapy. Then-HR Director Valdez explained that was not the case in Nevada.

77. During the TPA transition from Hometown Health to UMR, the City learned during that Hometown Health had never confirmed whether any members' physical therapy was medically necessary as required by the City's Hometown Health-administered Plan document.

78. The December 7, 2023 meeting minutes list Police Chief Crawforth as the Vice Chair of the GHCC.

79. Both the Hometown Health-administered Plan document and the UMR-administered Plan document require physical therapy to be "medically necessary."

80. After the TPA transition to UMR, the City's UMR-administered Plan document provides administrative guidance that "medical necessity will be reviewed after 25 visits" for therapy services, including physical therapy.

81. The Hometown Health-administered Plan document did not include this administrative guidance, and Hometown Health was not reviewing physical therapy claims for medical necessity at all and was not enforcing the "medically necessity" requirement for the

City's physical therapy benefit.

82. The City's UMR-administered Plan document further states that there is a cap of "26 … maximum visits per calendar year" for speech therapy services for developmental delays.

83. The language "review for medical necessity" is not the same as the language capping "maximum visits per calendar year."

84. Pursuant to the Plan's language, the administrative review conducted by UMR at 25 therapy visits determines whether medical necessity exists to authorize further therapy visits.

85. In early May 2024, before May 9, 2024, the City Attorney's Office's met with then-Union Vice President Jackson and then-Union Grievance Steward Stewart regarding member concerns about the City Council's recent decision to change the TPA of the City's Group Health Plan.

86. In that meeting, the Union provided a document to the City Attorney's Office for review a document with extensive annotations challenging perceived changes in benefits in the City's newly-issued UMR Plan, which was also shared with the City Manager's office.

87. The City immediately began reviewing the Union's over 100 identified concerns and began working with UMR to understand whether the Union's concerns constituted changes in benefits, or whether the new wording in the City's UMR Plan document presented the same benefits as the City's previous Hometown Health Plan document.

88. While that review was ongoing, on May 9, 2024, the Union filed Grievance 24-002, alleging that the City "den[ied] healthcare treatment previously provided by [the City's Health Care] Plan."

89. The May 9, 2024 Grievance identified an awareness date of April 8, 2024.

90. An awareness date of April 8, 2024 made the grievance untimely pursuant to the CBA's requirement that any grievance be filed "within twenty (20) working days from the day the employee is grieved" (given that 20 working days from April 8, 2024 would have been May 3, 2024).

91. Under the CBA, "Grievances not filed within the required time frames will be forfeited."

92. On June 12, 2024, the Fire Chief denied the grievance and explained to the Union the City Council's choice of the TPA was beyond the scope of his authority.

93. During the City's review of the Union's concerns, HR explained in the June 4, 2024 GHCC workshop that during the TPA transition from Hometown Health to UMR, "the City elected to choose 25" physical therapy visits "as a review spot for medical necessity. Not to say this is a cap, this is where we are going to review medical necessity…. [G]uidelines in the plan should never be bypassed [and] [t]here are guidelines in the plan that talk about medical necessity."

94. On June 24, 2024, the City Attorney's Office sent a letter to the City Manager detailing 59 concerns raised by the Union regarding the City's UMR-administered Health and Dental Plan documents that the City Attorney's Office determined did not demonstrate changes in benefits. The City Manager provided this letter to the Union.

95. The June 24 letter explained that any differences in language between the Hometown Health Plan document and the UMR Plan document did not result in a change in benefits as it related to physical therapy.

96. On June 25, 2024, the City Manager, former Acting City Manager/Police Chief Crawforth, City Attorney, and then-Senior Assistant City Attorney Coberly met with the Union for a "pre-meeting" regarding the Group Health Plan.

97. In the pre-meeting, the Union discussed its member who was experiencing difficulty with receiving UMR's approval for his physical therapy claims or his wife's multiple times a week physical therapy claims beyond the 25-visit check point stated in the City's UMR-administered Plan document.

98. The Union's solution to this particular employee's problem was for the City to reject the Plan document administered by UMR and force UMR to administer the Hometown Health Plan document language.

99. Making changes to the UMR-administered Plan document without UMR's notice or mutual consent is a violation of the City's contractual requirement to "mutually agree[] in writing prior to implementation of [any] change."

100. After this meeting, the Union sent a follow-up letter to the June 24 letter with further questions and concerns.

101. On June 26, 2024, the City Manager's office requested an extension for the Step 2 response. The Union did not explicitly grant an extension but requested a meeting with the City Manager in lieu of an extension.

102. The City Manager agreed to meet with the Union until the Union no longer requested meetings and would then send the Step 2 response.

103. The City Manager met with the Union on July 16, 2024 for the Step 2 meeting at City Hall.

104. In the July 16, 2024 Step 2 meeting, Union counsel explained the Union's position was that *any* change to the City's Plan document—not just "any benefit changes", must go before the GHCC for a vote.

105. In that July 16, 2024 Step 2 meeting, no discussion occurred from either the City or the Union regarding potential future benefit changes to the City's Health Plan—in the form of adding a health savings account, inclusion of a high deductible plan, more favorable sick leave conversions and/or higher percentages for retiree coverage—in exchange for the Union's willingness to resolve the Group Health Grievance.

106. After the July 16, 2024 meeting, the Union agreed to continue meeting with the City in lieu of granting a written extension for the City Manager's Step 2 response.

107. On July 18, 2024, the Union sent then-Vice President Jackson to the scheduled GHCC meeting. Then-Vice President Jackson arrived 20 minutes late and refused to vote to approve the agenda and open the GHCC meeting.

108. Then-Vice President Jackson stated the Union demanded the City revert to the Plan document format used by former TPA Hometown Health and treat it as the controlling document, despite the City's contract signed by the City Council with UMR.

109. The July 18, 2024 GHCC meeting did not occur as the agenda was not approved by a majority of the voting members.

110. On July 24, 2024, the City met with the Union for scheduled collective bargaining

negotiation.

111. In that discussion, the Union requested the City consider additional health benefits, and although the Union did not have a formal proposal to present, the Union discussed the possibility of the City adding a health savings account, inclusion of a high deductible plan, more favorable sick leave conversions and/or higher percentages for retiree coverage.

112. The Union did not request that the City consider implementing those new health benefits as a resolution to the Group Health Grievance.

113. The City Manager noted in the meeting that any change to the City's health benefits would have to be voted on by the GHCC and that he could not implement a change to benefits solely through CBA negotiations, but agreed to look into the cost to the Plan and the impact to the City's current benefits if any one of those options were presented to the GHCC.

114. On July 31, 2024, the City Attorney's Office sent a second letter to the City Manager explaining that the 15 clarification questions raised in the Union's follow-up letter still did not demonstrate changes in benefits in the Health Plan, and that 25 other concerns with the UMR-administered Health Plan document raised by the Union did not demonstrate changes in benefits. The City Manager provided this letter to the Union.

115. The July 31, 2024 letter specifically responded to the Union's additional question regarding the physical therapy benefit and expanded upon its previous response to clarify why the City did not interpret the change in the language of the Plan document as demonstrating a change in benefits.

116. The Union did not ask additional follow up questions regarding the City's interpretation of the City's physical therapy benefit after receiving the July 31, 2024 letter.

117. On August 1, 2024, the City Manager emailed then-Union Vice President Jackson requesting confirmation in writing by August 6, 2024, that the Union would grant an extension for his Step 2 response, explaining that he would provide his Step 2 response on August 7, 2024 if no extension was granted.

118. On August 6, 2024, the Union granted the City Manager's requested 90-day extension to October 10, 2024.

119. On September 19, 2024, the City Attorney's Office presented to the GHCC the results of its review of over 161 concerns raised by the Union regarding the UMR-administered plan document.

120. The presentation identified that of the concerns raised, 138 did not constitute changes in employee health benefits or require additional clarification.

121. To ensure the Plan language clearly reflected the same benefits as the prior Hometown Health Plan document, the City would request 23 language changes be made to the UMR Plan document to clarify the benefits remained the same.

122. None of the City's requested language changes described in the presentation related to the Union's concern regarding the need to demonstrate medical necessity for physical therapy benefits.

123. None of the City's requested changes related to any concerns previously brought forward by any members of the City's Health Plan.

124. The Union's representative on the GHCC thanked the City Attorney's Office for the hard work.

125. The GHCC did not vote on the changes presented by the City Attorney's Office, as those changes clarified that employees' health benefits stayed the same.

126. Also at the September 19, 2024 meeting, GHCC Vice Chair Police Chief Crawforth gave a presentation explaining why, when he was the Acting City Manager in 2023 and 2024, he and Human Resources agreed on setting the 25-visit checkpoint with UMR.

127. UMR told then-Acting City Manager Crawforth that the average physical therapy patient uses 12 physical therapy appointments a year. The City determined that it would request UMR check for medical necessity at 25 appointments, once more than double the average amount of physical therapy appointments had occurred.

128. GHCC Vice Chair Crawforth also gave an overview of other municipalities in the area, identifying that Reno's health plan administered by UMR also checked for medical necessity of therapies at 25 visits.

129. GHCC Vice Chair Crawforth explained that UMR identified that seven members

of the City's plan utilized PT more than 25 times in a year.

130. The GHCC voting members SPPA and OE3 at the September 19, 2024 meeting voted on General Business Item 7.2 to ratify the City's decision to set 25 visits as the threshold at which UMR would conduct its City Plan-required medical necessity review.

131. The Union did not vote on General Business Item 7.2 at the September 19, 2024 meeting.

132. On October 3, 2024, the City Attorney's Office sent a third letter to the City Manager identifying that the remaining 37 concerns raised by the Union did not demonstrate changes in benefits. With this letter, the City through counsel had reviewed and responded to all of the Union's identified concerns and determined that none demonstrated a change in benefits.

133. The City Manager provided this letter to the Union on October 3, 2024.

134. The Union did not ask for further clarification after receiving the October 3, 2024 letter.

135. Therefore, pursuant to the agreed-upon extensions, the City Manager timely provided the Step 2 response to the Union's Group Health Care Grievance denying the Grievance on October 10, 2024.

136. The statement in the Union's EMRB complaint 2025-001 that the UMR Plan document "put[] a cap on physical therapy visits" is a false statement.

137. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

False Statements in Negotiations – Light Duty Grievance

138. On November 4, 2024, the Union filed Grievance 24-005 ("Light Duty Grievance").

139. The Grievance does not state the factual basis for the alleged violation of the CBA.

140. Prior to filing the Grievance, in Labor Management discussions the Union argued that the City's past practice of placing employees on light duty due to a workers' compensation

injury on a 40-hour schedule, while retaining the employees' 56-hour pay and benefits, violated the CBA in two ways.

141. The Union argued the CBA required that either (a) employees put on a 40-hour work schedule for light duty due to a workers' compensation injury be fully transitioned to a 40-hour schedule, including pay rate and benefits, and the City's past practice of keeping employees' pay and benefits on a 56-hour schedule and only changing the work schedule to a 40-hour schedule violated the CBA; or (b) employees on light duty due to a workers' compensation injury should stay on a 56-hour schedule for their schedule, pay, and benefits, because temporarily transitioning 56-hour employees to a 40-hour schedule due to workers' compensation injuries violated Nevada statute.

142. In Labor Management discussions, Management provided the Union the Nevada Supreme Court case *Taylor v. Truckee Meadows Fire Protection District*, 479 P.3d 995, 1001–02 (Nev. 2021), which determined that the employer's practice of putting Fire Department employees that normally work a 56-hour schedule on a 40-hour light duty schedule when those employees experience workers' compensation-covered injuries is not "an unreasonable burden" and constitutes a "substantially similar" schedule to the employee's 56-hour schedule.

143. In the Fire Chief's review of the Light Duty Grievance, he evaluated the option presented by the Union to fully transition workers' compensation-injured employees onto a 40-hour schedule for work and benefits, and determined the CBA specifically provided that employees on light duty could be transitioned to a 40-hour work schedule and retain 56-hour pay and benefits, consistent with the City's past practice.

144. The Fire Chief determined that the City did not have bed space to maintain workers' compensation employees on 56-hour schedules, particularly given the Union's secondary claim in the Ambulance Grievance that the current sleeping accommodations were insufficient.

145. The Fire Chief's Step 1 response accordingly denied the Light Duty Grievance on December 19, 2024, determining it did not state a violation of the CBA.

146. The Union's Vice President Dunn and by that time former-Grievance Steward Stewart met with the City Manager and the City Attorney's Office in a Grievance "pre-meeting"

on January 15, 2024.

147. Union Vice President Dunn said he "saw the City's point" regarding the Fire Chief's Step 1 response pointing to CBA language that specifically allowed the City's past practice of transitioning employees' work schedule—but not pay and benefits—to 40-hour schedule when on light duty due to a workers' compensation injury.

148. Former Steward Stewart in that meeting then contended that changing a workers' compensation-injured employee's schedule from a 56-hour schedule to a 40-hour schedule constituted a violation of statute.

149. This statement was in direct contradiction to the case law former Steward Stewart had been presented in Labor Management meetings, which established 56-hour schedules for firefighters are "substantially similar" to 40-hour schedules. *Taylor*, 479 P.3d at 1001–02.

150. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

151. To provide additional context to the Union's interaction with the City, in March 2022, the Union's predecessor union, International Association of Fire Fighters Local 1265, published a motion approved at a Union executive board meeting by then-President Darren Jackson, wherein the Union stated then-Fire Chief Jim Reid "mismanaged COVID-19 relief funds."

152. Under NRS 204.020, if a "public officer … who has control or custody any public money belonging … to any … city … who uses any of the public money … for any purposes other than one authorized by law, if the amount unlawfully used is $650 or more, is guilty of a category D felony."

153. Stating that then-Fire Chief Reid "mismanaged" thousands of dollars in City funds states a claim that then-Fire Chief Reid committed a felony under NRS 204.020.

154. Then-City Manager Krutz reached to the Union for clarification or details regarding this accusation of fiscal mismanagement.

155. Local 1265 then-President Darren Jackson replied by email, stating, "We are not alleging some kind of unlawful act. We are simply stating that an opportunity was missed and that the small amount of money that the FD received was not spent on anything that the men and women on the line could use to make our response to COVID better."

156. Under NRS 200.510(1)–(2), "libel is a malicious defamation, expressed by …writing … tending to … impeach the honesty, integrity, virtue, or reputation, … of a living person … and thereby to expose them to public hatred, contempt or ridicule," which is a gross misdemeanor.

157. Then-City Manager Krutz stated "I am pleased that Local 1265 clarified that they are not alleging that Chief Reid engaged in illegal activity."

158. Publishing a false statement asserting that then-Fire Chief Reid committed a felony, knowing it was not a felony, constitutes libel.

159. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

FIRST CLAIM FOR RELIEF

Prohibited Practice under NRS 288. 270(2)(b)—Unethical Review of Privileged Communications

160. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

161. Under NRS 288.270(2)(b), it is a prohibited practice to "Refuse to bargain collectively in good faith with the local government employer…. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter."

162. The Union violated NRS 288.270.(1)(e) when its counsel opened the draft MOU inadvertently sent to him containing attorney-client privileged and deliberative communications, read initial attorney-client privileged communications between Attorney Coberly and Chief

White, and then attempted to utilize attorney-client privileged and deliberative process communications against the City in grievance negotiations, in violation of NRPC 4.4(b), ABA MRPC 4.4(b) Comment 2, 3, and long-established ABA Committee on Ethics and Professional Responsibility Formal Opinions.

SECOND CLAIM FOR RELIEF

Prohibited Practice under NRS 288. 270(2)(b) – False Statements to the EMRB

163. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

164. Under NRS 288.270(2)(b), it is a prohibited practice to "Refuse to bargain collectively in good faith with the local government employer…. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter."

165. The Union violated NRS 288.270.(1)(e) when it falsely stated in its EMRB complaint 2025-001 that the UMR Plan document "put[] a cap on physical therapy visits."

166. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

THIRD CLAIM FOR RELIEF

Prohibited Practice under NRS 288. 270(2)(b) – Bad Faith Negotiation

167. The allegations contained in all preceding paragraphs of this Complaint are incorporated herein by reference as if fully set forth herein.

168. Under NRS 288.270(2)(b), it is a prohibited practice to "Refuse to bargain collectively in good faith with the local government employer…. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter."

169. The Union violated NRS 288.270.(1)(e) when it falsely stated in grievance negotiations to the City in relation to the Light Duty Grievance that the City's practice was in

violation of statute when the Union was on notice that the City's past practice was in accordance with Nevada Supreme Court case law evaluating the same claim.

170. "[F]alse representations amount to 'a failure to bargain in good faith regarding each of the above mandatory subjects of bargaining,' which 'constitutes an unfair labor practice.'" *Ballou v. United Parcel Serv., Inc.*, No. 20-2640-JWB, 2023 WL 130542, at *7 (D. Kan. Jan. 9, 2023), *aff'd*, No. 23-3021, 2024 WL 700424 (10th Cir. Feb. 21, 2024).

PRAYER FOR RELIEF

The City respectfully requests that this Board:

1. Find in favor of the City and against the Union on each and every claim in this Complaint;

2. Find that the Union violated NRS 288.270(2)(b) by failing to bargain in good faith by Union counsel violating NRPC 4.4(b);

3. Find that the Union violated NRS 288.270(2)(b) by making false statements to the EMRB;

4. Find that the Union violated NRS 288.270(2)(b) by failing to bargain in good faith by making false statements in negotiations for the Light Duty Grievance;

5. Order that the Union bargain in good faith with the City;

6. Order that the Union pay the City's attorney's fees and costs incurred in this matter; and

7. Order such further relief as the Board deems appropriate under the circumstances.

Respectfully submitted this 27th day of February, 2025.

WESLEY K. DUNCAN
Sparks City Attorney

By: */s/ Jessica L. Coberly*
JESSICA L. COBERLY
Attorneys for Respondent City of Sparks

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Sparks City Attorney's Office, Sparks, Nevada, and that on this date, I am serving the foregoing document(s) entitled **CITY OF SPARKS' CROSS COMPLAINT** on the person(s) set forth below by email pursuant to NAC 288.0701(d)(3):

Alex Velto, Esq.
alex@rrvlawyers.com

Paul Cotsonis, Esq.
paul@rrvlawyers.com

DATED this 27th day of February, 2025.

/s/ Roxanne Doyle
Roxanne Doyle

IAFF, Local 731 (Complainant)
Answer to Amended Cross Complaint

Alex Velto, Esq.
Nevada State Bar No. 14961
Paul Cotsonis, Esq.
Nevada State Bar No. 8786
REESE RING VELTO, PLLC
200 S. Virginia Street, Suite 655
Reno, NV 89501
Telephone: (775)446-8096
alex@rrvlawyers.com
paul@rrvlawyers.com
Attorneys for Complainant

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Before the State of Nevada

Government Employee-Management

Relations Board

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731,

Complainant/Respondent,

v.

CITY OF SPARKS,

Respondent/Complainant.

CASE NO.: 2025-001

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731's ANSWER TO AMENDED CROSS COMPLAINT

The INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731 ("Union," "Complainant/Respondent" or "Local 731"), answers CITY OF SPARKS' ("Respondent/Cross Complainant" or "City") Amended Cross Complaint as follows, in paragraphs numbered to correspond to the paragraph numbers in the Amended Cross Complaint and with headings and subheadings corresponding to the headings and subheadings used in the Complaint.

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JURISDICTION

1. Answering paragraph 1 of the Amended Cross Complaint, Local 731 admits the City is and was a "Government Employer" pursuant to NRS 288.060 and that the City's current mailing address is 431 Prater Way, Sparks, NV 89431. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

2. Answering paragraph 2 of the Amended Cross Complaint, Local 731 admits Local 731 was and is an "employee organization" pursuant to NRS 288.040 and or a "labor organization," and that its current mailing address is 9590 S. McCarran Blvd, Reno NV 89523. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

3. Answering paragraph 3 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response in required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 3.

4. Answering paragraph 4 of the Amended Cross Complaint, Local 731 denies every allegation therein.

5. Answering paragraph 5 of the Amended Cross Complaint, Local 731 admits the parties have reached an agreement on a successor Collective Bargaining Agreement ("CBA") covering July 1, 2024, to June 30, 2025. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

FACTUAL ALLEGATION

Force Hire Grievance Background Facts

6. Answering paragraph 6 of the Amended Cross Complaint, Local 731 admits that it filed a grievance regarding the City's use of Force Hiring in March of 2022 (hereinafter "Force

Hire Grievance"). To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

7. Answering paragraph 7 of the Amended Cross Complaint, Local 731 admits the Force Hire Grievance proceeded through the grievance process which included Local 731's moving the Grievance to arbitration. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

8. Answering paragraph 8 of the Amended Cross Complaint, Local 731 admits the parties attempted to resolve the Force Hire Grievance outside of arbitration. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

9. Answering paragraph 9 of the Amended Cross Complaint, Local 731 admits that it has filed additional grievances that are related to the Force Hire Grievance. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

10. Answering paragraph 10 of the Amended Cross Complaint, Local 731 admits it filed grievance regarding ambulance usage/staffing ("Ambulance Grievance 22-009"). To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

11. Answering paragraph 11 of the Amended Cross Complaint, Local 731 admits that in July of 2023, the parties reached an agreement placing limits of the Force Hire usage and staying the Force Hire Grievance for six months ("Side Letter"). To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

12. Answering paragraph 12 of the Amended Cross Complaint, Local 731 admits it filed a subsequent grievance that was related to the Ambulance Grievance 22-009 regarding

("Ambulance Grievance 24-004"). To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

13. Answering paragraph 13 of the Amended Cross Complaint, Local 731 admits the parties conducted settlement discussions in or around September of 2024 regarding the Force Hire Grievance and Ambulance Grievances 22-009 and 24-004 (collectively referred to as "Ambulance Grievances"). To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

14. Answering paragraph 14 of the Amended Cross Complaint, Local 731 admits the parties conducted settlement discussions in or around September of 2024 regarding the Force Hire Grievance and Ambulance Grievances. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

15. Answering paragraph 15 of the Amended Cross Complaint, Local 731 admits the parties resolved the Ambulance Grievances to include a 5% pay bump for ambulance work. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

16. Answering paragraph 16 of the Amended Cross Complaint, Local 731 admits that it sought a limitation mechanism to the use of Force Hires, including allowing employees a certain number of refusals. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

17. Answering paragraph 17 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 17 and, on that basis, denies every allegation therein.

18. Answering paragraph 18 of the Amended Cross Complaint, Local 731 admits that the Union and City met on September 4, 2024, and discussed the Force Hire Grievance and Ambulance Grievance and that the Union sought to have any negotiated elements to any

resolution to the Force Hire Grievance to be incorporated into the Parties' CBA. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

19. Answering paragraph 19 of the Amended Cross Complaint, Local 731 admits the City reneged on its prior agreement to include the agreed-to limits in the Side Letter into the CBA. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

20. Answering paragraph 20 of the Amended Cross Complaint, Local 731 admits that at some point after the September 4, 2024, meeting that the City offered to make the SOP changes irrevocable for two years. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

21. Answering paragraph 21 of the Amended Cross Complaint, Local 731 admits the Standard Operating Procedure ("SOP") referred to in the Amended Cross Complaint may be unilaterally changed by the City provided they are properly posted pursuant to the CBA. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

22. Answering paragraph 22 of the Amended Cross Complaint, Local 731 admits that at some point after the September 4, 2024, meeting that the City offered to make the SOP changes irrevocable for two years. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

NRPC 4.4 Violation – Force Hire Grievance

23. Answering paragraph 23 of the Amended Cross Complaint, Local 731 admits the City provided a proposed MOU *via* email on or about September 6, 2024, to resolve the Force Hire and Ambulance Grievances. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

24. Answering paragraph 24 of the Amended Cross Complaint, Local 731 denies every allegation therein.

25. Answering paragraph 25 of the Amended Cross Complaint, Local 731 denies every allegation therein.

26. Answering paragraph 26 of the Amended Cross Complaint, Local 731 denies every allegation therein.

27. Answering paragraph 27 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 27.

28. Answering paragraph 28 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 28.

29. Answering paragraph 29 of the Amended Cross Complaint, Local 731 admits Steward Stewart has met with Attorney Coberly about pending grievances. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

30. Answering paragraph 30 of the Amended Cross Complaint, Local 731 admits that Local 731's counsel was cc'd on an email dated May 20, 2024, from Darren Jackson to Jessica Coberly. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

31. Answering paragraph 31 of the Amended Cross Complaint, Local 731 admits the MOU was provided to Local 731's counsel sometime after the City sent it to Local 731. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

32. Answering paragraph 32 of the Amended Cross Complaint, Local 731 admits Local 731's counsel saw the MOU provided by the City. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

33. Answering paragraph 33 of the Amended Cross Complaint, Local 731 admits it takes issue with the City reneging on its prior commitment to include limitations to the Force Hire Program in the CBA and, instead, putting the restrictions in the SOP's purportedly to allow the City to unilaterally rescind those restrictions. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

34. Answering paragraph 34 of the Amended Cross Complaint, Local 731 admits the MOU contained a comment stating "[j]ust confirming that SOP's can be amended without the notice & comment process." To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

35. Answering paragraph 35 of the Amended Cross Complaint, Local 731 admits the MOU purported to amend SOP 1.16 to provide for a process for the Force Hire Program. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

36. Answering paragraph 36 of the Amended Cross Complaint, Local 731 admits Local 731's counsel emailed Ms. McCormick notifying her that the MOU appears to have comments from counsel to its client. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

37. Answering paragraph 37 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 37.

38. Answering paragraph 38 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 38.

39. Answering paragraph 39 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 39.

40. Answering paragraph 40 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 40.

41. Answering paragraph 41 of the Amended Cross Complaint, Local 731 denies every allegation.

42. Answering paragraph 42 of the Amended Cross Complaint, Local 731 admits Local 731's counsel recognized the MOU *appeared* to have comments from counsel to its clients

and that it showed bac faith bargaining. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

43. Answering paragraph 43 of the Amended Cross Complaint, Local 731 denies every allegation.

44. Answering paragraph 44 of the Amended Cross Complaint, Local 731 admits the City and Local 731 met to discuss the City's proposed MOU on or about October 2, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

45. Answering paragraph 45 of the Amended Cross Complaint, Local 731 admits it had multiple concerns with the City's proposed MOU and that it conveyed those concerns to the City during the meeting with the City on or about October 2, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

46. Answering paragraph 46 of the Amended Cross Complaint, Local 731 admits the parties discussed the comments attached to the MOU during the meeting on or about October 2, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

47. Answering paragraph 47 of the Amended Cross Complaint, Local 731 admits Local 731's counsel conveyed concerns regarding Chief White not following through on representations he made in the past. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

48. Answering paragraph 48 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 and, on that basis, denies every allegation therein.

49. Answering paragraph 49 of the Amended Cross Complaint, Local 731 denies every allegation therein.

50. Answering paragraph 50 of the Amended Cross Complaint, Local 731 admits the parties discussed the MOU during the meeting on or about October 2, 2024, with Local 731 proposing edits to the MOU. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

51. Answering paragraph 51 of the Amended Cross Complaint, Local 731 admits that after the October 2, 2024, meeting, the City provided another proposed MOU to resolve the Force Hire Grievance and Ambulance Grievances on or about October 15, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

52. Answering paragraph 52 of the Amended Cross Complaint, Local 731 admits that on or about November 4, 2024, it provided a qualified acceptance to amending the SOP to make the SOP as it relates to Force Hires unchangeable for two years subject to an arbitrator's decision on whether the Force Hire Program was a subject of mandatory bargaining within the MOU with the understanding that should the arbitrator rule that it was a subject of mandatory bargaining the subject changes to the SOP would be incorporated into the CBA. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

53. Answering paragraph 53 of the Amended Cross Complaint, Local 731 admits that on or about November 13, 2024, the City provided additional edits to the MOU removing Local 731's qualification to its acceptance of the SOP provision. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

54. Answering paragraph 54 of the Amended Cross Complaint, Local 731 admits the Force Hire Grievance proceeded to arbitration on February 5 and 6, 2025. To the extent this

paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

55. Answering paragraph 55 of the Amended Cross Complaint, Local 731 admits that on or about February 4, 2025, it submitted a draft MOU to the City. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

56. Answering paragraph 56 of the Amended Cross Complaint, Local 731 admits the February 4, 2025, draft MOU was different than its November 4, 2024, draft MOU. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

57. Answering paragraph 57 of the Amended Cross Complaint, Local 731 admits the City rejected the Union's February 4, 2025, draft MOU and that it submitted another draft MOU to Local 731 on or about February 5, 2025. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

58. Answering paragraph 58 of the Amended Cross Complaint, Local 731 denies every allegation therein.

59. Answering paragraph 59 of the Amended Cross Complaint, Local 731 admits every allegation therein.

False Statement to EMRB – Group Health Care Grievance

60. Answering paragraph 60 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 60 and, on that basis, denies every allegation therein.

61. Answering paragraph 61 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 61 and, on that basis, denies every allegation therein.

62. Answering paragraph 62 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 and, on that basis, denies every allegation therein.

63. Answering paragraph 63 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 63 and, on that basis, denies every allegation therein.

64. Answering paragraph 64 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 64 and, on that basis, denies every allegation therein.

65. Answering paragraph 65 of the Amended Cross Complaint, Local 731 admits that the health benefits and changes thereto are governed by a Group Health Care Committee ("GHCC") comprising of 1 voting member from three (3) recognized bargaining units (Operating Engineers, Sparks Police Protective Association, and Local 731) pursuant to the CBA between the City and Local 731. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

66. Answering paragraph 66 of the Amended Cross Complaint, Local 731 admits the GHCC did not vote on the changes to employee health benefits implemented by the City in January 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

67. Answering paragraph 67 of the Amended Cross Complaint, Local 731 denies every allegation therein.

68. Answering paragraph 68 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 and, on that basis, denies every allegation therein.

69. Answering paragraph 69 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 and, on that basis, denies every allegation therein.

70. Answering paragraph 70 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 70 and, on that basis, denies every allegation therein.

71. Answering paragraph 71 of the Amended Cross Complaint, Local 731 admits the GHCC did not vote on the City's TPA selection. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

72. Answering paragraph 72 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 72.

73. Answering paragraph 73 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 73 and, on that basis, denies every allegation therein.

74. Answering paragraph 74 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 74 and, on that basis, denies every allegation therein.

75. Answering paragraph 75 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 75 and, on that basis, denies every allegation therein.

76. Answering paragraph 76 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 76 and, on that basis, denies every allegation therein.

77. Answering paragraph 77 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 77 and, on that basis, denies every allegation therein.

78. Answering paragraph 78 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 78 and, on that basis, denies every allegation therein.

79. Answering paragraph 79 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 79 and, on that basis, denies every allegation therein.

80. Answering paragraph 80 of the Amended Cross Complaint, Local 731 admits that beginning on or about January 1, 2024, healthcare provisions were changed to require review for medical necessity for physical therapy after 25 visits. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

81. Answering paragraph 81 of the Amended Cross Complaint, Local 731 admits that prior to on or about January 1, 2024, there was no requirement for review of medical necessity for physical therapy after 25 visits. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

82. Answering paragraph 82 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 82 and, on that basis, denies every allegation therein.

83. Answering paragraph 83 of the Amended Cross Complaint, Local 731 denies every allegation therein.

84. Answering paragraph 84 of the Amended Cross Complaint, Local 731 admits the new TPA plan requires review of medical necessity for physical therapy after 25 visits before authorizing further therapy visits which provides for a potential barrier or bar to physical therapy visits beyond 25. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

85. Answering paragraph 85 of the Amended Cross Complaint, Local 731 admits the Union and City discussed the Union's concerns regarding the City's changing of TPA's in early May of 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

86. Answering paragraph 86 of the Amended Cross Complaint, Local 731 admits that it provided the City with a document with citations to changes in healthcare benefits pursuant to the new TPA in early May of 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

87. Answering paragraph 87 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 87 and, on that basis, denies every allegation therein.

88. Answering paragraph 88 of the Amended Cross Complaint, Local 731 admits it filed a grievance on or about May 9, 2024, regarding implementation of changes to the healthcare plan (hereinafter referred to as "Grievance S2024-002"). To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

89. Answering paragraph 89 of the Amended Cross Complaint, Local 731 admits that Grievance S2024-002 indicates awareness as of April 8, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

90. Answering paragraph 90 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 90.

91. Answering paragraph 91 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 91.

92. Answering paragraph 92 of the Amended Cross Complaint, Local 731 admits the City denied Grievance S2024-002 at Setp 1. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

93. Answering paragraph 93 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 93 and, on that basis, denies every allegation therein.

94. Answering paragraph 94 of the Amended Cross Complaint, Local 731 admits the June 24, 2024, letter from the City Attorney's Office to the City Manager ("June 24, 2024, Letter") alleges that certain concerns raised by Local 731 did not demonstrate differences in benefits. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

95. Answering paragraph 95 of the Amended Cross Complaint, Local 731 admits the June 24, 2024, Letter alleges that any physical therapy that did not produce improvement should have been denied under both the old TPA and new TPA plan. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

96. Answering paragraph 96 of the Amended Cross Complaint, Local 731 admits that on or about June 25, 2024, that there was a meeting with City personnel and Union personnel regarding the Group Health Plan. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

97. Answering paragraph 97 of the Amended Cross Complaint, Local 731 admits that during the meeting on or about June 25, 2024, it discussed issues that at least one of its members was facing regarding the number of physical therapy visits. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

98. Answering paragraph 98 of the Amended Cross Complaint, Local 731 denies every allegation therein.

99. Answering paragraph 99 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 99.

100. Answering paragraph 100 of the Amended Cross Complaint, Local 731 admits it had numerous questions and concerns regarding the health plan and that it has raised them with the City multiple times and in multiple ways. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

101. Answering paragraph 101 of the Amended Cross Complaint, Local 731 admits the Step II meeting on Grievance S2024-002 occurred on or about July 16, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

102. Answering paragraph 102 of the Amended Cross Complaint, Local 731 admits the Step II meeting on Grievance S2024-002 occurred on or about July 16, 2024. To the extent this

paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

103. Answering paragraph 103 of the Amended Cross Complaint, Local 731 admits the Step II meeting on Grievance S2024-002 occurred on or about July 16, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

104. Answering paragraph 104 of the Amended Cross Complaint, Local 731 admits that its position has consistently been that any change to the City's Plan document must go before the GHCC for approval. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

105. Answering paragraph 105 of the Amended Cross Complaint, Local 731 denies every allegation therein.

106. Answering paragraph 106 of the Amended Cross Complaint, Local 731 admits it agreed to a 90-day extension to the City's Step II response deadline to Grievance S2024-002. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

107. Answering paragraph 107 of the Amended Cross Complaint, Local 731 admits sending a representative to the GHCC meeting on or about July 18, 2024, and that the representative was late because the City did not have an avenue to allow the representative, who was on duty at the time of the meeting, to attend and that its representative abstained from voting on the agenda because the agenda was to vote on changes to a Health Plan that was never formally adopted. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

108. Answering paragraph 108 of the Amended Cross Complaint, Local 731 denies every allegation therein.

109. Answering paragraph 109 of the Amended Cross Complaint, Local 731 admits the agenda was not approved at the GHCC meeting on or about July 18, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

110. Answering paragraph 110 of the Amended Cross Complaint, Local 731 admits that there was a bargaining session on July 24, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

111. Answering paragraph 111 of the Amended Cross Complaint, Local 731 admits that adding health savings account, inclusion of high deductible plans, more favorable sick leave conversions and/or higher percentages for retiree coverage were discussed with the City. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

112. Answering paragraph 112 of the Amended Cross Complaint, Local 731 denies every allegation therein.

113. Answering paragraph 113 of the Amended Cross Complaint, Local 731 admits that the City Manager did indicate that one or more of the proposals listed in paragraph 111 required approval by the GHCC. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

114. Answering paragraph 114 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 114 and, on that basis, denies every allegation therein..

115. Answering paragraph 115 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 115 and, on that basis, denies every allegation therein..

116. Answering paragraph 116 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 116 and, on that basis, denies every allegation therein.

117. Answering paragraph 117 of the Amended Cross Complaint, Local 731 admits the City requested a 90-day extension to the City's Step II response deadline to Grievance S2024-002. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

118. Answering paragraph 118 of the Amended Cross Complaint, Local 731 admits it agreed to a 90-day extension to the City's Step II response deadline to Grievance S2024-002. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

119. Answering paragraph 119 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 119 and, on that basis, denies every allegation therein.

120. Answering paragraph 120 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 120 and, on that basis, denies every allegation therein.

121. Answering paragraph 121 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 121 and, on that basis, denies every allegation therein.

122. Answering paragraph 122 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 122 and, on that basis, denies every allegation therein.

123. Answering paragraph 123 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 123 and, on that basis, denies every allegation therein.

124. Answering paragraph 124 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 124 and, on that basis, denies every allegation therein.

125. Answering paragraph 125 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 125 and, on that basis, denies every allegation therein.

126. Answering paragraph 126 of the Amended Cross Complaint, Local 731 admits Crawforth spoke about the 25-visit checkpoint at the GHCC meeting on September 19, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

127. Answering paragraph 127 of the Amended Cross Complaint, Local 731 admits it was asserted that the median average for physical therapy visits was about 12 during the GHCC meeting of September 19, 2024. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

128. Answering paragraph 128 of the Amended Cross Complaint, Local 731 admits that it was alleged at the September 19, 2024, GHCC meeting that certain other municipalities check for medical necessity after 25 visits. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

129. Answering paragraph 129 of the Amended Cross Complaint, Local 731 admits that during the September 19, 2024, GHCC meeting it was asserted that seven members exceeded 25 physical therapy visits. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

130. Answering paragraph 130 of the Amended Cross Complaint, Local 731 admits the GHCC approved medical necessity review at the 25th visit for medically necessary therapies at the 9/19/24 GHCC meeting. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

131. Answering paragraph 131 of the Amended Cross Complaint, Local 731 admits that it did not vote on General Business Item 7.2. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

132. Answering paragraph 132 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 132 and, on that basis, denies every allegation therein.

133. Answering paragraph 133 of the Amended Cross Complaint, Local 731 admits it was provided a letter dated October 3, 2024, purportedly from the City Attorney's Office to the City Manager regarding the City Attorney Office's purported analysis that there were no changes in benefits between Hometown Health and UMR plans. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

134. Answering paragraph 134 of the Amended Cross Complaint, Local 731 admits it did not ask for further clarification after being provided with the October 3, 2024, letter. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

135. Answering paragraph 135 of the Amended Cross Complaint, Local 731 admits the City denied the GHCC Grievance in its Step II response. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

136. Answering paragraph 136 of the Amended Cross Complaint, Local 731 denies every allegation therein.

137. Answering paragraph 137 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 137.

False Statements in Negotiations – Light Duty Grievance

138. Answering paragraph 136 of the Amended Cross Complaint, Local 731 admits to filing a grievance regarding light duty ("Light Duty Grievance"). To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

139. Answering paragraph 139 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 139.

140. Answering paragraph 140 of the Amended Cross Complaint, Local 731 admits it believes the way the City handled the assignment to light duty assignments of employees due to worker's compensation injuries violated the CBA. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

141. Answering paragraph 141 of the Amended Cross Complaint, Local 731 admits argued that the CBA required that either (a) employees put on a 40-hour work schedule for light duty due to a workers' compensation injury be fully transitioned to a 40- hour schedule, including pay rate and benefits, and the City's past practice of keeping employees' pay and benefits on a 56-hour schedule and only changing the work schedule to a 40-hour schedule violated the CBA; or (b) employees on light duty due to a workers' compensation injury should stay on a 56-hour

schedule for their schedule, pay, and benefits, because temporarily transitioning 56-hour employees to a 40-hour schedule due to workers' compensation injuries violated Nevada statute. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

142. Answering paragraph 142 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 142.

143. Answering paragraph 143 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 143 and, on that basis, denies every allegation therein.

144. Answering paragraph 144 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 144 and, on that basis, denies every allegation therein.

145. Answering paragraph 145 of the Amended Cross Complaint, Local 731 admits the City denied the Light Duty Grievance at Step 1 of the grievance process. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

146. Answering paragraph 146 of the Amended Cross Complaint, Local 731 admits to meeting with the City regarding the Light Duty Grievance. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

147. Answering paragraph 147 of the Amended Cross Complaint, Local 731 admits to meeting with the City regarding the Light Duty Grievance. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

148. Answering paragraph 148 of the Amended Cross Complaint, Local 731 admits its position is that the facts and circumstances surrounding the Light Duty Grievance are distinguishable from the Nevada Supreme Court case *Taylor v. Truckee Meadows Fire Protection District*, 479 P.3d 995, 1001– 02 (Nev. 2021) and that notwithstanding that the City's practice is unlawful. To the extent this paragraph contains additional allegations or allegations inconsistent with this admission, Local 731 denies same.

149. Answering paragraph 149 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 149.

150. Answering paragraph 150 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 150.

151. Answering paragraph 151 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 151 and, on that basis, denies every allegation therein.

152. Answering paragraph 152 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 152.

153. Answering paragraph 153 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 153.

154. Answering paragraph 154 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 154 and, on that basis, denies every allegation therein.

155. Answering paragraph 155 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 155 and, on that basis, denies every allegation therein.

156. Answering paragraph 156 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 156.

157. Answering paragraph 157 of the Amended Cross Complaint, Local 731 lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 157 and, on that basis, denies every allegation therein.

158. Answering paragraph 158 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 158.

159. Answering paragraph 159 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 159.

FIRST CLAIM FOR RELIEF

Prohibited Practice under NRS 288.270(2)(b)—Unethical Review of Privileged Communications

160. Local 731's responses contained in all proceeding paragraphs of this Answer are incorporated herein by reference as if fully set forth herein.

161. Answering paragraph 161 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 161.

162. Answering paragraph 162 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 162.

SECOND CLAIM FOR RELIEF

Prohibited Practice under NRS 288.270.(2)(b) – False Statements to the EMRB

163. Local 731's responses contained in all proceeding paragraphs of this Answer are incorporated herein by reference as if fully set forth herein.

164. Answering paragraph 164 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 164.

165. Answering paragraph 165 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 165.

166. Answering paragraph 166 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 166.

THIRD CLAIM FOR RELIEF

Prohibited Practice under NRS 288(2)(b) – Bad Faith Negotiations

167. Local 731's responses contained in all proceeding paragraphs of this Answer are incorporated herein by reference as if fully set forth herein.

168. Answering paragraph 168 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 168.

169. Answering paragraph 169 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 169.

170. Answering paragraph 170 of the Amended Cross Complaint, Local 731 objects to the allegations contained therein to the extent they call for a legal conclusion, as such allegations are improper and not subject to admission or denial. Insofar as a response is required and subject to and without waiving this objection, Local 731 denies the allegations contained in Paragraph 170.

PRAYER FOR RELIEF

171. Answering the requests for relief 1-7 in the Amended Cross Complaint, Local 731 denies that Respondent/Cross Complainant is entitled to any relief.

AFFIRMATIVE DEFENSES

1. Failure to State a Claim: The Amended Cross Complaint fails to state a cognizable prohibited practice under NRS Chapter 288.

2. Statute of Limitations: The claims raised in the Cross Complaint are untimely.

3. Lack of Jurisdiction: The Board lacks authority and jurisdiction to hear and decide the claims raised in the Cross Complaint.

4. Waiver: The Complainant, by its own actions, inactions, or conduct, has waived any right to assert the claims in the Cross-Complaint.

5. Estoppel: The Complainant is estopped from pursuing the claims due to its own representations, conduct, or agreements, upon which Local 731 reasonably relied.

6. Laches: The Complainant unreasonably delayed in bringing the claims, resulting in prejudice to Local 731.

7. Good Faith Conduct: Local 731 has acted in good faith at all times relevant to the allegations in the Cross-Complaint and has fulfilled its obligations under NRS Chapter 288.

8. Failure to Identify a Specific Prohibited Practice: The Cross-Complaint fails to allege any specific prohibited practice as defined by NRS 288.270 or other applicable provisions.

9. No Demonstrable Harm: The Complainant has not suffered any tangible harm as a result of the alleged actions of Local 731, and therefore, no relief is warranted.

10. Mootness: The claims are moot because the circumstances giving rise to the allegations have been resolved or are no longer applicable.

11. Unclean Hands: The Complainant's own conduct, actions, or omissions contributed to or caused the alleged harm, and therefore, the Complainant is barred from seeking relief.

12. Failure to Mitigate: The Complainant has failed to mitigate any alleged damages or harm, and therefore, any relief should be limited or denied.

13. Lack of Causal Connection: The alleged harm or violations are not the result of Local 731's actions, and there is no causal connection between the alleged conduct and the claims asserted.

14. Collective Bargaining Agreement Supersedes Claims: The claims asserted are governed by the terms of the Collective Bargaining Agreement (CBA), which supersedes any claim before the EMRB.

15. Compliance with Statutory and Contractual Obligations: Local 731 has complied with all obligations under NRS Chapter 288, applicable regulations, and any relevant contractual provisions.

16. Public Policy Considerations: The relief sought by Complainant would violate public policy, including principles governing collective bargaining and labor relations.

17. Reservation of Additional Defenses: In the event further inquiry reveals the applicability of additional affirmative defenses, Local 731 reserves the right to amend its Answer to specifically assert additional defenses.

WHEREFORE, this answering Complainant/Respondent prays as follows:

1. That Respondent/Cross Complainant take nothing by way of this Cross Complaint;
2. That judgement be awarded in favor of this answering Complainant/Respondent, International Association of Firefighters Local No. 731;
3. That this answering Complainant/Respondent, International Association of Firefighters Local No. 731, be awarded attorney's fees and costs in this matter; and
4. For such other and further relief as the Board deems just and appropriate.

DATED this 20th day of March, 2025.

Respectfully submitted,

/s/ Alex Velto

Alex Velto, Esq.
Nevada State Bar No.14961
Paul Cotsonis, Esq.
Nevada State Bar No. 8786
REESE RING VELTO, PLLC
200 S. Virginia Street, Suite 655
Reno, Nevada 89501
T: 775-446-8096
E: alex@rrvlawyers.com
paul@rrvlawyers.com

CERTIFICATE OF SERVICE

I hereby certify that on March 20th, 2025, I have sent a true and correct copy of the foregoing **INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731's ANSWER** as addressed via email to wduncan@cityofsparks.us and jcoberly@cityofsparks.us. I also have filed the document with the Nevada Government Employee-Management Relations Board via its email address at emrb@business.nv.gov:

CITY OF SPARKS
Wesley Duncan, Esq.
wduncan@cityofsparks.us
Jessica Coberly
jcoberly@cityofsparks.us

/s/Rachael L. Chavez

IAFF IOCAL 731 (Complainant)

Prehearing Statement

Alex Velto, Esq.
Nevada State Bar No. 14961
Paul Cotsonis, Esq.
Nevada State Bar No. 8786
REESE RING VELTO, PLLC
200 S. Virginia Street, Suite 655
Reno, NV 89501
Telephone: (775)446-8096
alex@rrvlawyers.com
paul@rrvlawyers.com
Attorneys for Complainant

Before the State of Nevada

Government Employee-Management

Relations Board

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731, Complainant/Respondent, v. CITY OF SPARKS, Respondent/Counterclaimant.	CASE NO.: 2025-001 **INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731'S PREHEARING STATEMENT**

INTRODUCTION

Comes now Complainant/Respondent, International Association of Firefighters Local No. 731 ("Union," "Complainant/Respondent" or "Local 731"), by and through its attorneys of record, pursuant to NAC 288.250, and submits the following Prehearing Statement in this action currently pending before the State of Nevada Government Employee-Management Relations Board (the "Board" or "EMRB") against Respondent/Complainant ("Respondent/Complainant" or "City.") Local 731 reserves the right to supplement or amend this statement as new or additional information becomes available. The Board has jurisdiction over this matter under NRS 288.280, as the facts alleged herein demonstrate a prohibited practice by the City under NRS 288.270(1)(e), and that Local 731 did not commit a prohibited practice under NRS 288.270(2)(b).

I. ISSUE OF FACT AND LAW TO BE DECIDED

1. Whether the City and Local 731 reached an agreement to resolve the Force Hire Grievance by incorporating both the City's authority to mandate overtime and agreed-upon limitations to that authority into the parties' collective bargaining agreement, and whether the City violated NRS 288.270(1)(e) by thereafter refusing to incorporate those limitations into the collective bargaining agreement as previously agreed.
2. Whether the City violated NRS 288.270(1)(e) by improperly delaying the Group Health Care Committee Grievance under the pretense of seeking resolution, when in fact the delay was used to allow the City time to secure sufficient votes within the Group Health Care Committee to retroactively approve the City's unilateral change to the Health Plan.
3. Whether the City waived any claim of attorney-client privilege over the edits and comments contained in the redlined draft Memorandum of Understanding when it voluntarily provided the document to Local 731 as part of its proposed settlement of the Force Hire Grievance, and whether Local 731 violated NRS 288.270(2)(b) by reviewing the City's proposal and raising concerns regarding the substance of the City's proposed terms during subsequent discussions.
4. Whether Local 731's allegation in Complaint 2025-001 that the UMR Plan document "put[] a cap on physical therapy vists[]" was a reasonable characterization of the Plan's restrictions, and whether asserting that allegation in the course of filing the Complaint constituted protected advocacy rather than a violation of NRS 288.270(1)(e).
5. Whether Local 731's assertion during grievance negotiations that the City's light duty practice was unlawful constituted a good-faith argument advanced in the course of protected grievance advocacy, notwithstanding the City's position that Nevada Supreme Court precedent supported its practice, and whether raising such an argument constitutes a violation of NRS 288(1)(e).

II. STATEMENT OF FACTS

This case arises out of two primary disputes between the City of Sparks ("City") and the International Association of Firefighters, Local No. 731 ("Local 731" or "Union") concerning the City's bad faith conduct during grievance negotiations and changes to employee health benefits.

A. Force Hire Grievance

In March 2022, Local 731 filed a grievance (Grievance 22-004) challenging the City's practice of unilaterally forcing firefighters to work mandatory overtime (referred to as the "Force Hire" practice) asserting that the City's practice violated the parties' collective bargaining agreement ("CBA") and posed safety and fairness concerns for bargaining unit members.

The Force Hire Grievance proceeded through the contractual grievance process and was ultimately scheduled for arbitration. Before arbitration commenced, the parties engaged in negotiations to resolve the grievance. In July 2023, the parties executed a Side Letter Agreement which temporarily limited the City's use of mandatory overtime and stayed the grievance for a six-month period.

Following the expiration of the Side Letter, the parties continued settlement discussions. On or about September 4, 2024, representatives of Local 731, including Vice President Darren Jackson and Representative Mike Szopa, met with City representatives, including Fire Chief Walt White and Division Chief Keller, to negotiate a permanent resolution of the Force Hire Grievance, as well as related grievances concerning ambulance staffing (Grievances 22-009 and 24-004). During that meeting, the parties reached an agreement in principle to resolve the Force Hire Grievance.

Under the agreement reached, the City's authority to mandate overtime would be codified into the CBA, while agreed-upon limitations on that authority, including procedures allowing employees to decline force hire assignments, would also be incorporated into the CBA. This framework provided mutual consideration and protected both parties' interests.

Following these discussions, the City provided Local 731 with a draft Memorandum of Understanding ("MOU") reflecting its version of the proposed agreement. Contrary to the

agreement, the City's draft purportedly codified the authority to mandate overtime but did not codify the restrictions thereto into the CBA but, instead, purportedly imposed restrictions on that authority in policy which can be unilaterally modified or eliminated by the City later. Furthermore, to the City's draft MOU included redline edits and embedded comments confirming this interpretation.

Local 731, through counsel, reviewed the MOU as part of ordinary negotiations and raised concerns regarding the City's edits and comments during subsequent discussions. Local 731 objected to the City's attempt to strip key elements from the CBA and to reserve unilateral authority over important working conditions contrary to the agreement reached at the September 4, 2024, meeting.

Since that time, the Grievance has been ruled upon and the City is obligated by the Arbitrator to negotiate Force Hires with the Union, in good faith, and the Arbitrator determined the City violated the Collective Bargaining Agreement in requiring force hires.

B. Group Health Care Committee ("GHCC") Grievance

In addition to the Force Hire dispute, the City also unilaterally implemented changes to the employee health plan when it transitioned to a new Third-Party Administrator ("TPA") in January 2024. Among the changes was the imposition of restrictions on physical therapy visits. Local 731 filed a grievance alleging that the City violated its statutory and contractual bargaining obligations by making these changes without first properly vetting them through the GHCC ("GHCC Grievance"), as required by the applicable agreements.

During the grievance process, the City repeatedly sought continuances under the stated goal of attempting resolution. In fact, the delays allowed the City to secure sufficient votes within the GHCC to retroactively approve its unilateral plan changes after the fact.

The City's conduct in relation to both the Force Hire Grievance in reneging on its agreement with Local 731 and by deceitfully employing delaying tactics in relation to the GHCC Grievance to allow the City to secure sufficient votes within the GHCC to bypass Local 731 forced Local 731 to file the underlying prohibited practices complaint.

C. The City's Retaliatory Claims

After Local 731 filed its prohibited practices complaint with the Board, the City filed a Cross-Complaint and subsequently an Amended Cross-Complaint accusing the Union of bad faith bargaining under NRS 288.270(2)(b). The City's counterclaims center on three allegations:

(1) that Local 731's counsel violated professional conduct rules by reviewing the City's redlined MOU and raising concerns about its contents;

(2) that Local 731 acted in bad faith by alleging in its pleading that the new plan documents imposed a "cap" on physical therapy visits; and

(3) that Local 731 engaged in bad faith by asserting a legal argument during grievance negotiations concerning the City's light duty practices, which the City claims conflicted with existing Nevada Supreme Court precedent.

Local 731 denies any violation of law or prohibited practice and asserts that its conduct constituted protected advocacy during the grievance and bargaining processes.

III. MEMORANDUM OF POINTS AND AUTHORITIES

The Nevada Government Employee-Management Relations Act ("EMRA") imposes a reciprocal duty on both local government employers and employee organizations to bargain in good faith over all mandatory subjects of bargaining identified in NRS 288.150. See NRS 288.270(1)(e) and (2)(b); Juvenile Justice Supervisory Ass'n v. County of Clark, EMRB Case No. 2017-20, Item No. 834 (2018); Nevada Classified School Employees Ass'n Ch. 5, Nevada AFT v. Churchill County School Dist., EMRB Case No. 2020-008, Item No. 863 (2020). The obligation to bargain in good faith extends beyond initial contract negotiations and includes the grievance process and resolution of disputes arising under a negotiated agreement. See NRS 288.032(3); Michael Turner v. Clark County School District, EMRB Case No. A1-046106, Item No. 800 (2015). In evaluating allegations of bad faith, the EMRB properly looks to federal labor law and NLRB precedent for guidance. See City of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 895, 59 P.3d 1212, 1217 (2002).

While the duty to bargain in good faith does not require the parties to ultimately reach agreement or to make concessions, both sides must demonstrate a sincere desire to reach agreement, as determined by drawing inferences from the conduct of the parties throughout the bargaining process. City of Reno v. International Association of Firefighters, Local 731, EMRB Case No. A1-045472, Item No. 253-A (1991), quoting NLRB v. Insurance Agents' International Union, 361 U.S. at 488.

In Washoe County School District v. Washoe School Principals' Association, EMRB Case No.'s 2023-024 & 2023-031, Item No. 895 (2024), the EMRB adopted a non-exhaustive list of indicators of bad faith bargaining, including: refusal to bargain on mandatory subjects; cancelling or delaying bargaining sessions; imposing improper conditions on bargaining; insufficient bargaining authority; refusal to provide information; refusal to meet or proposing unreasonable meeting times or locations; take-it-or-leave-it ("Boulwarism") proposals; surface bargaining; direct dealing; regressive bargaining; unilateral changes; withdrawal of accepted offers; and refusal to sign a written agreement. The Board went on to explain that surface bargaining as bad faith bargaining is a strategy by which one of the parties merely goes through the motions, with no intention of reaching an agreement. Id. (internal citation omitted). Distinguishing surface bargaining from good faith bargaining depends on the facts supporting the claim. Id.

A. The City Violated NRS 288.270(1)(e) by Failing to Bargain in Good Faith with Respect to the Force Hire Grievance

As discussed supra, the EMRA imposes a reciprocal duty on both parties to bargain in good faith throughout the entire bargaining process, including grievance resolution. NRS 288.270(1)(e); NRS 288.032(3); Turner, EMRB Case No. A1-046106, Item No. 800 (2015). After extended negotiations, the parties reached an agreement in principle to resolve the Force Hire Grievance whereby the City's authority to mandate overtime and mutually agreed limitations would be incorporated into the collective bargaining agreement.

The City subsequently reneged on the agreement by submitting a redlined Memorandum of Understanding that stripped the agreed-upon limitations from the contract and relegated them to non-binding policy. The City's embedded comments within the redline further revealed its intent to reserve unilateral authority over the previously agreed restrictions, underscoring the absence of good faith. However, even setting aside the City's explicit comments, the mere act of placing the negotiated limitations into revocable policy rather than binding contract terms constitutes a withdrawal of accepted offers and an impermissible attempt to unilaterally alter the substance of the agreement reached, which is itself an indicator of bad faith bargaining. See Washoe County School District v. Washoe School Principals' Ass'n, EMRB Item No. 895 (2024). Under Nevada law, withdrawal of accepted offers and refusal to sign a written agreement are recognized indicators of bad faith bargaining. Id. The City's conduct constitutes classic bad faith bargaining under the EMRB's totality of conduct test, as its actions reflect a lack of sincere intent to finalize the parties' agreement. See City of Reno v. International Ass'n of Firefighters, Local 731, EMRB Item No. 253-A (1991); NLRB v. Insurance Agents' International Union, 361 U.S. 477 (1960).

A. The City Violated NRS 288.270(1)(e) by Delaying the GHCC Grievance for Improper Strategic Purposes.

The City's duty to bargain in good faith extends to the grievance process concerning the GHCC dispute. NRS 288.032(3); Turner, Item No. 800 (2015). The City engaged in delay tactics under the guise of attempting resolution while using the delay to secure sufficient votes within the GHCC to retroactively approve its unilateral changes to employee health benefits. This type of tactical delay and manipulation of the grievance process constitutes bad faith bargaining and may be viewed as a form of surface bargaining, i.e., going through the motions of negotiation without any real intent to reach an agreement. See Washoe County School District, Item No. 895 (2024); City of Reno v. IAFF Local 731, Item No. 253-A (1991). The totality of the City's conduct evidences a lack of sincere desire to resolve the grievance in good faith.

B. The City's Retaliatory Claims are Without Merit.

1. The City's Privilege Claim Regarding Local 731's Review of the Redlined MOU Does Not Establish Bad Faith Bargaining.

The City's claim that Local 731 violated NRS 288.270(2)(b) by reviewing the City's proposed redlined MOU and raising concerns about its contents is without merit. The duty to bargain in good faith under Nevada law encompasses the entire bargaining process, including grievance resolution and settlement discussions. See NRS 288.032(3); Turner, EMRB Case No. A1-046106, Item No. 800 (2015). Reviewing a written settlement proposal voluntarily provided by the City and engaging in discussions about its terms is not prohibited conduct. Instead, it constitutes nothing more than routine and protected collective bargaining activity.

The City's suggestion that Local 731's counsel improperly reviewed allegedly privileged comments embedded in the redlined MOU is unsupported. Nevada Rule of Professional Conduct(NRPC) 4.4(b), modeled on ABA Model Rule 4.4(b), requires only that an attorney who receives a potentially inadvertently transmitted document promptly notify the sender. Local 731's counsel complied with this rule by notifying the City upon receipt of the document containing the embedded comments. See Amended Cross-Complaint ¶¶ 44, 46, 50. The rule does not require the receiving attorney to take additional protective action on behalf of the sender, nor does it prohibit the recipient from reading or evaluating the document for purposes of advising a client. See ABA Model Rule 4.4(b), Comment 3. Thereafter, any responsibility to assert privilege or seek protective action rested solely with the City, not with Local 731's counsel. See ABA Model Rule 4.4(b), Comment 2 and 3. However, instead of affirmatively asserting privilege, the pleadings make clear that the City did nothing. Instead, the City attempts to characterize its failure to act as somehow placing responsibility on Local 731, claiming it was "ambushed" and unable to respond during the October 2, 2024 meeting. The City's own inaction cannot transform protected bargaining conduct into bad faith bargaining.

Finally, even without regard to any question of privilege, Local 731's review of the redlined MOU and its subsequent discussions regarding the substance of the City's proposed settlement do not constitute bad faith bargaining. Raising concerns about contract language, edits,

and comments contained in the City's own draft settlement document is nothing more than Local 731 engaging in good faith bargaining.

1. Local 731's Characterization of the Health Plan Changes as Imposing a "Cap" was Accurate and Constituted Protected Grievance Accuracy.

The City contends that Local 731 violated NRS 288.270(1)(e) by alleging in its Complaint that the City "put[] a cap on physical therapy visits." This issue presents no evidence of bad faith bargaining. The EMRB evaluates bad faith under a totality of conduct standard and requires substantial evidence of fraud, deceitful action, or dishonest conduct. See City of Reno v. International Ass'n of Firefighters, Local 731, EMRB Item No. 253-A (1991); Washoe County School District v. Washoe School Principals' Ass'n, EMRB Item No. 895 (2024); Boland v. Nevada Serv. Employees Union, EMRB Item No. 802 (2015), quoting Lockridge, 403 U.S. 274, 301 (1971).

Here, the City's own Amended Cross-Complaint acknowledges that under the UMR-administered plan, physical therapy visits are subject to a review process after 25 visits. See Am. Cross-Compl. ¶¶ 80-81. While the City characterizes this as a "review threshold," employees nonetheless face an administrative restriction that did not previously exist under the prior plan. Previously, medically necessary treatment was authorized based on the treating provider's judgment; under the new plan, medical necessity must be re-evaluated after 25 visits. This additional review creates a functional barrier to care for employees who require ongoing or chronic physical therapy, and effectively operates as a limitation or "cap" on care.

The Union's use of the term "cap" reflects a reasonable characterization of the plan's real-world impact on bargaining unit members, particularly those who may be subject to additional scrutiny, delays, or denials of care after the 25-visit threshold. Whether that threshold is framed as a "hard limit" or a "functional limit" is precisely the type of disputed characterization that arises in bargaining and grievance advocacy. The Union's position was not fraudulent or deceitful; it was a reasonable advocacy position advanced in the context of protected bargaining

activity and grievance processing under NRS 288.032(3); Michael Turner v. Clark County School District, EMRB Case No. A1-046106, Item No. 800 (2015).

Therefore, no credible evidence will be presented at hearing that Local 731's advocacy on this point rises to the level of bad faith bargaining. To the contrary the evidence will show Local 731's position to be reasonable.

2. Local 731's Advocacy During the Light Duty Grievance was nothing more than grievance advocacy.

Finally, the City alleges that Local 731 engaged in bad faith by asserting during grievance discussions that the City's light duty practices violated statute despite allegedly contrary case law. This claim also fails. Local 731's statements constituted protected legal argument advanced in the course of grievance resolution, which is a core component of the collective bargaining process under NRS 288.032(3). Furthermore, there is a clear argument that the case law the City argues resolved the issue is in fact distinguishable from the dispute at hand.

The EMRB does not evaluate the legal correctness of advocacy positions raised during bargaining; rather, the Board evaluates whether there is substantial evidence of fraud, deceitful action, or dishonest conduct — none of which exists here. See Boland, Item No. 802 (2015); Juvenile Justice Supervisory Ass'n, Item No. 834 (2018). Raising a legal argument, even if contested, does not constitute bad faith bargaining.

IV. POTENTIAL WITNESSES

Local 731 intends to call the following witnesses:

1. Darren Jackson, Former Local 731 Vice President. Mr. Jackson was involved in the Force Hire Grievance negotiations and will testify regarding those negotiations and the agreement reached with the City.
2. Jarrod Stewart, Former Local 731 Steward. Mr. Stewart was involved in multiple grievance discussions with the City, including the Light Duty Grievance and will testify regarding those negotiations and Local 731's position regarding its belief the City's conduct regarding Light Duty assignments was unlawful.

3. Tom Dunn, Local 731 Vice President. Mr. Dunn was involved in the Force Hire Grievance and GHCC Grievance discussions and will testify regarding those discussions, Chief White's intentionally providing the City's redlined MOU proposal in an attempt to be "transparent" as well as Local 731's position that the City actions relating to light duty assignments was contrary to law.

4. Mike Szopa, Local 731 Representative. Mr. Szopa was involved in the Force Hire Grievance negotiations and will testify regarding those negotiations and the agreement reached with the City.

5. Walt White, City of Sparks Fire Chief. Chief White was involved in the Force Hire Grievance negotiations and was at the meeting wherein the parties reached agreement.

6. Chris Hartwig, Sparks Firefighter and Local 731 Representative to the Group Health Care Committee. Mr. Hartwig was involved in the Group Health Care Committee and related issues.

7. The Union reserves the right to amend its list of witnesses as new witnesses become known during the course of this proceeding, including any and all witnesses named by the City of Sparks.

V. RELATED PROCEEDINGS

There is a grievance that is mid-arbitration on the City's violation of the Collective Bargaining Agreement's Group Health Insurance section of the CBA. There is also now an Arbitration award that determines the City violated its obligation to negotiate force hires with the Union.

VI. ESTIMATED TIME FOR LOCAL 731's PRESENTATION

The Union estimates its presentation will take approximately 8 hours, depending on the time required for cross-examination.

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VII. CONCLUSION

Local 731 respectfully submits that the evidence at hearing will demonstrate that the City violated NRS 288.270(1)(e) by failing to bargain in good faith concerning the Force Hire Grievance and by manipulating the GHCC grievance process to secure retroactive approval of unilateral changes to employee health benefits. The evidence will further demonstrate that the City's counterclaims against Local 731 are meritless and seek to improperly penalize protected bargaining activity, including the Union's review and discussion of settlement proposals, its reasonable characterization of changes to physical therapy benefits, and its advocacy concerning the City's light duty practices. Local 731 respectfully requests that, following hearing, the Board find that the City has committed prohibited practices and that Local 731 has not violated NRS 288.270(2)(b).

DATED this 12th day of June 2025.

Respectfully submitted,

/s/ Alex Velto

Alex Velto, Esq.
Nevada State Bar No. 14961
Paul Cotsonis, Esq.
Nevada State Bar No. 8786
REESE RING VELTO, PLLC
200 S. Virginia Street, Suite 655
Reno, NV 89501
Telephone: (775)446-8096
alex@rrvlawyers.com
paul@rrvlawyers.com

Attorneys for Complainant

CERTIFICATE OF SERVICE

I hereby certify that on 12th day of June 2025, I have mailed in portable document format as required by NAC 288.070(d)(3), a true and correct copy of INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731's PREHEARING STATEMENT as addressed below and sent certified mail pursuant to NAC 288.200(2). I also have filed the document with the Nevada Government Employee-Management Relations Board via its email address at emrb@business.nv.gov:

CITY OF SPARKS
431 Prater Way
Sparks, NV 8523

/s/Rachael L. Chavez

City of Sparks (Respondent)

Prehearing Statement

Wesley K. Duncan, #12362
Sparks City Attorney
wduncan@cityofsparks.us
Jessica L Coberly, #16079
Acting Chief Assistant City Attorney
jcoberly@cityofsparks.us
P.O. Box 857
Sparks, Nevada 89432-0857
(775) 353-2324
Attorneys for Respondent/Cross-Complainant
City of Sparks

BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 731, Complainant/Cross-Respondent, v. CITY OF SPARKS, Respondent/Cross-Complainant.	Case No.: 2025-001 Panel:

CITY OF SPARKS PRE-HEARING STATEMENT

COMES NOW, Respondent/Cross-Complainant, City of Sparks ("City"), by and through its undersigned counsel of record, and hereby files its Pre-Hearing Statement:

I. ISSUES OF FACT TO BE DETERMINED BY THE BOARD

A. Facts to be Determined by the Board Regarding International Association of Firefighters Local No. 731s Complaint

1. Whether initially an International Association of Firefighters Local No. 731 ("Local 731") employee could expect to be forced to work overtime under the Force Hire Program once a year or more.

2. Whether Local 731 filed a grievance regarding the Force Hire Program on March 2, 2022 or on March 17, 2022.

3. Whether Fire Chief Walter White and Division Chief Derek Keller in a September 4, 2024 meeting with Local 731 agreed to resolve the Force Hire Grievance through the official authorization of the practice limiting the frequency of force hires into the CBA or into a policy.

4. Whether the City's draft Memorandum of Understanding ("MOU") provided to Local 731 on September 6, 2024 was a significant deviation from what was agreed to during the meeting on September 4, 2024.

5. Whether the City's attorney-client privileged comments included on the draft MOU expressly clarified the City's intent was to keep the resolution in policy so that it could revoke the resolution between the Parties at any time later on or simply highlighted the practical impact of the MOU.

6. Whether the City's attorney-client privileged comments included on the draft MOU presented the City's intent to take work from Local 731 members and give said work to members of the Chiefs Association and the Operating Engineers 3 union members, or simply an acknowledgment that single-role EMS personnel exist.

7. Whether changes to the health plan and benefits have always been made through the City's (Group Health Care Committee) GHCC or that the City previously changed its Health Plan language after transitioning Third-Party Administrators ("TPAs") without first seeking GHCC approval.

8. Whether pursuant to Local 731's GHCC Grievance on January 1, 2024, the City unilaterally changed healthcare provisions including but not limited to putting a cap on physical therapy visits, or whether the City simply changed the format of its Plan document.

9. Whether the City unsuccessfully tried to have the GHCC approve of the changes on or about July 18, 2024, or whether the agenda item solely addressed one change in administrative direction to the TPA.

10. Whether during the formal Step II meeting in July 2024, the City discussed getting Local 731's vote on the GHCC to retroactively approve the changes and resolve the GHCC Grievance or explained that it was still reviewing the alleged decreases to benefits.

11. Whether during the formal Step II meeting in July 2024, Local 731 proposed

options for resolution to the GHCC Grievance and securing Local 731's vote on the GHCC included providing additional benefits to Local 731 members, such as a health savings account, inclusion of a high deductible plan, more favorable sick leave conversions and/or higher percentages for retiree coverage, or whether that discussion occurred in an informal one-on-one meeting.

12. Whether at the conclusion of the Step II meeting, the City requested the GHCC Grievance be stayed until October 10th of 2024 to allow Respondent to 'run the numbers' on the proposed options to resolve the GHCC Grievance or to complete the City's review of the GHCC Grievance

13. Whether Police Chief Crawforth presided over a GHCC meeting in either August or September 2024.

14. Whether the GHCC voted to approve of the changes Respondent previously made to the health plan on September 19, 2024, or solely voted to ratify the City's administrative direction to the TPA regarding therapies.

15. Whether the City sought the continuance of the GHCC Grievance process to buy it time to pressure the SPPA member of the GHCC to vote in favor of retroactively ratifying the City's changes to the Health Plan by putting the City of Sparks Chief of Police as the chair of the GHCC.

16. Whether the City inserted City of Sparks Police Chief Crawforth as Committee Chair to the GHCC in order to sway SPPA's vote in favor of approving of the changes Respondent made to the health plan or simply reinstated Chief Crawforth as Vice Chair after he concluded his role as acting City Manager.

17. Whether historically the City has requested specifically Local 731 approval for all changes to the agreement regarding benefits or has the City only been required to seek approval from two of the three GHCC voting members before making changes to benefits.

18. Whether the City's change in TPAs and consequently its change in Plan document formatting and language created significant changes to member's benefits, including, placing a limitation on the number of Physical Therapy visits a member can receive per year in an arbitrary

manner, or simply established a point in time for the TPA to review the medical necessity for physical therapy.

19. Whether the City changed any policy or Plan document to prevent Local 731 from submitting medical and dental claims.

B. <u>Facts to be Determined by the Board Regarding the City's Cross-Complaint</u>

20. Whether the September 6, 2024 draft Force Hire MOU sent by Chief White to then-Local 731 Vice President Darren Jackson and Vice President Tom Dunn, clearly indicated in the title of the document that it included revisions from at least two City employees, "alm" and "JLC."

21. Whether it was immediately clear that the draft September 6, 2024 MOU contained attorney-client privileged City comments to and from Senior Assistant City Attorney Jessica Coberly beginning on page 1 of the document.

22. Whether Local 731's Counsel Alex Velto was on notice that Attorney Coberly was an attorney for the City from May 20, 2024 forward.

23. Whether Counsel Velto opened the draft MOU after September 6, 2024 and knowingly reviewed the attorney-client privileged comments on all three pages, without first permitting Attorney Coberly to take protective measures.

24. Whether Attorney Coberly had the opportunity to take protective measures in the October 2, 2024 meeting between Local 731 and the City before Local 731 Vice President Tom Dunn and Counsel Velto explained how they interpreted (incorrectly) Attorney Coberly's internally-directed comment, regarding SFD's normal procedure for issuing Standard Operating Procedures ("SOPs"), as an attempt to demonstrate the City's intent to immediately disregard the negotiated term of the MOU at any time.

25. Whether Attorney Coberly's internally-directed comments constituted an internal comment to City leadership asking for clarification as to whether the procedure to be used in resolving the Grievance would violate procedural requirements within the CBA in order to ensure that the MOU could not be construed as violating the CBA.

26. Whether on November 4, 2024, Local 731 responded to the City's October 15, 2024 draft of the MOU, accepting the City's proposed edit to the September 6, 2024 MOU to retain the

process for employees to turn down mandatory overtime in SOP 1.16 for at least two years.

27. Whether on February 5, 2025, the City offered a draft MOU committing that the process to turn down mandatory overtime in SOP 1.16 would only be changed after notice and discussion with Local 731 in a Labor-Management meeting and ninety (90) day notice to the employees, instead of the Collective Bargaining Agreement's ("CBA") required ten (10) day notice.

28. Whether the City's February 2025 proposal was even more in Local 731's favor than the November 2024 solution that Local 731 had agreed to and subsequently reneged on.

29. Whether the GHCC did not vote on the formatting changes of the City's Plan document when the City changed TPAs from CDS to Hometown Health in 2016 or from Hometown Health to UMR in 2024.

30. Whether the GHCC has contracting authority for the City and to vote on the City's TPA selection.

31. Whether the GHCC may only vote on "cost containment measures" and "any benefit changes" under Local 731's CBA.

32. Whether despite having the exact same language regarding the GHCC's purpose in both the Sparks Police Protective Association (SPPA)'s and Operating Engineers Local Union No. 3 Skilled Workforce (OE3)'s CBAs, neither of those unions has joined Local 731 by filing a grievance regarding the City's new TPA UMR or publicly expressed support for Local 731's grievance.

33. Whether Police Chief Crawforth was the Vice Chair for the GHCC meetings on September 21, 2023 and December 7, 2023.

34. Whether both the City's Hometown Health-administered Plan document and the UMR-administered Plan document require physical therapy to be "medically necessary."

35. Whether because the City's UMR-administered Plan document further states that there is a cap of "26 … maximum visits per calendar year" for speech therapy services for developmental delays, the language requiring "review for medical necessity" at a certain number of visits is not the same as the language capping "maximum visits per calendar year."

36. Whether Local 731 provided the City Manager and City Attorney's Office is a list of more than 100 claimed changes in benefits related to the City's change in TPAs.

37. Whether the City's June 24, 2024 letter provided to Local 731 explained that any differences in language between the Hometown Health Plan document and the UMR Plan document did not result in a decrease in benefits as it related to physical therapy.

38. Whether Local 731 did not ask additional follow up questions regarding the City's interpretation of the City's physical therapy benefit after receiving the City's second July 31, 2024 letter.

39. Whether the City provided review and written responses to Local 731's over 100 raised concerns during the Step 2 Grievance process, culminating in a presentation on September 19, 2024 to the GHCC.

40. Whether none of the City's requested language changes in the September 19, 2024 presentation described in the presentation related to Local 731's concern regarding the need to demonstrate medical necessity for physical therapy benefits or any concerns previously brought forward by any members of the City's Health Plan.

41. Whether the City Manager noted in the CBA negotiation meeting on July 24, 2024 that any of Local 731's possible proposed changes to the City's health benefits would have to be voted on by the GHCC and that he could not implement a change to benefits solely through CBA negotiations, but agreed to look into the cost to the Plan and the impact to the City's current benefits if any one of those options were presented to the GHCC.

42. Whether on August 1, 2024, the City Manager emailed then-Local 731 Vice President Jackson requesting confirmation in writing by August 6, 2024, that Local 731 would grant an extension for his Step 2 response, explaining that he would provide his Step 2 response on August 7, 2024 if no extension was granted.

43. Whether on August 6, 2024, Local 731 granted the City Manager's requested 90-day extension to October 10, 2024.

44. Whether GHCC Vice Chair Police Chief Crawforth gave a presentation at the September 19, 2024 GHCC meeting explaining why, when he was the Acting City Manager in

2023 and 2024, he and Human Resources agreed on setting the 25-visit checkpoint with UMR for therapies.

45. Whether GHCC voting members SPPA and OE3 at the September 19, 2024 meeting voted on General Business Item 7.2 to ratify the City's decision to set 25 visits as the threshold at which UMR would conduct its City Plan-required medical necessity review.

46. Whether on October 3, 2024, the City Attorney's Office sent a third letter to the City Manager identifying that the remaining 37 concerns raised by Local 731 did not demonstrate changes in benefits, concluding the Office's review and response to all of Local 731's identified concerns and determined that none demonstrated a decrease in benefits.

47. Whether prior to Local 731 filing Grievance 24-005 (Light Duty Grievance), in Labor Management discussions, Fire Department Management provided Local 731 the Nevada Supreme Court case *Taylor v. Truckee Meadows Fire Protection District*, 479 P.3d 995, 1001–02 (Nev. 2021), which determined that the employer's practice of putting Fire Department employees that normally work a 56-hour schedule on a 40-hour light duty schedule when those employees experience workers' compensation-covered injuries is not "an unreasonable burden" and constitutes a "substantially similar" schedule to the employee's 56-hour schedule, thereby refuting with binding Nevada Supreme Court precedent the entire basis of the Light Duty Grievance.

48. Whether in a January 15, 2025 grievance "pre-meeting," Local 731's former Steward Jarrod Stewart contended that changing a workers' compensation-injured employee's schedule from a 56-hour schedule to a 40-hour schedule constituted a violation of statute.

49. Whether former Steward Stewart's claim that the change in schedule violated statute was in direct contradiction to the case law former Steward Stewart had already been presented in Labor Management meetings, which established 56-hour schedules for firefighters are "substantially similar" to 40-hour light duty schedules for workers' compensation-injured firefighters. *Taylor*, 479 P.3d at 1001–02.

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II. ISSUES OF LAW TO BE DETERMINED BY THE BOARD

A. Issues of Law to be Determined by the Board Regarding Local 731's Complaint

1. Whether the City acted in bad faith when it refused to agree to Local 731's request to codify terms delineating the process for employees to turn down mandatory overtime into the CBA to resolve the Force Hire Grievance.

2. Whether Fire Chief White and Division Chief Keller had the authority under City ordinance and Charter to unilaterally agree to amend Local 731's CBA without City Council authorization.

3. Whether pursuant to the CBA, the health benefits and changes thereto are governed by the GHCC alone, as opposed to the GHCC providing recommendations to City Council regarding cost containment measures and benefit changes.

4. Whether the GHCC is empowered to bind each bargaining unit to any modification in benefits, as opposed to the authority to bind each bargaining unit to any modification in benefits to then be recommended to the City Council which actually has contracting authority on behalf of the City.

5. Whether the City's use of its new TPA's Plan document, by itself, constituted a blatant violation of Local 731's CBA.

6. Whether Local 731 can even bring claims regarding the City's change in TPAs and Plan documents, given that that the change in TPAs was effective January 1, 2024 and Local 731 identified its issues with the new UMR Plan document in April 2024, and both dates are beyond the statute of limitations under NRS 288.110(4).

7. Whether the CBA requires the City to negotiate with Local 731 over any changes to the Plan, which means all changes, no matter how large or small, regardless of whether they result in a decrease in benefits.

8. Whether any of the City's requests for an extension during its Step 2 analysis in the GHCC Grievance process to continue reviewing Local 731's over 100 raised concerns with the Plan document constituted bad faith.

B. Issues of Law to be Determined by the Board Regarding the City's Cross-Complaint

1. Whether Local 731, through Counsel Velto, violated NRS 288.270(1)(e) when Counsel Velto opened the draft MOU inadvertently sent to him which contained attorney-client privileged and deliberative communications, read those attorney-client privileged communications between Attorney Coberly and City staff, and then attempted to utilize attorney-client privileged and deliberative process communications against the City in grievance negotiations, in violation of Nevada Rule of Professional Conduct (NRPC) 4.4(b), American Bar Association (ABA) Model Rules of Professional Conduct (MRPC) 4.4(b), Comments 2 and 3, and a long-established ABA Committee on Ethics and Professional Responsibility Formal Opinion.

2. Whether the GHCC Grievance awareness date of April 8, 2025 made Local 731's Grievance filed on May 9, 2024 untimely due to the CBA's requirement that any grievance be filed "within twenty (20) working days from the day the employee is grieved" (given that 20 working days from April 8, 2024 would have been May 6, 2024).

3. Whether Local 731's proposal to have the City unilaterally make changes to the UMR-administered Plan document without UMR's notice or mutual consent would be a violation of the City's contractual requirement with UMR to "mutually agree[] in writing prior to implementation of [any] change."

4. Whether the statement in Local 731's EMRB complaint 2025-001 that the UMR Plan document "put[] a cap on physical therapy visits" is a false statement constituting an unfair labor practice.

5. Whether former Steward Stewart's claim in Grievance 24-005 negotiations that the City was violating statute with its current approach to providing light duty to employees due to workers compensation injuries was a false statement constituting an unfair labor practice.

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III. MEMORANDUM OF POINTS AND AUTHORITIES REGARDING LOCAL 731'S COMPLAINT

A. Local 731's Force Hire Grievance Claim Is Factually Unsupported

Local 731's first claim against the City regarding the Force Hire Grievance is based on two factual claims that are both baseless.

The first part of its claim is that the City revealed while negotiating a draft MOU that it planned to violate its own proffered terms based on an internal privileged comment inadvertently sent to Local 731. Compl. ¶ 19. This alleged conspiracy is untenable, as it assumes—with zero factual support—a complicated purported scheme by City employees that is not supported by the plain language of the comments and that could have been simply addressed by the City refusing to agree to terms it disagreed with—which is what the City actually did. Am. Cross-Compl. ¶¶ 34–35, 46, 52. Local 731's Answer further reveals that Local 731 *accepted* the City's explanation for their counsel's misinterpretation of the internal privileged comment and that both parties continued to negotiate and rely on the disputed term, demonstrating both parties' good faith in the process. Ans. to Am. Cross-Compl. ¶ 52. Bringing a claim before the Board based on that clarified misinterpretation (that never even should have been reached by Counsel Velto, given that the factual predicate upon which he relies was obviously privileged communications and is unsupported by the comment language) three months later lacks probable cause and is frivolous.

Local 731 contends that a draft MOU it received in the course of negotiations to resolve the "Force Hire" Grievance, relating to the circumstances under which the City could require employees to work mandatory overtime, included comments that indicated "the City's intent was to keep the resolution [explaining how firefighters could turn down Force Hires] in policy so that it could revoke the resolution between the Parties at any time." Compl. ¶ 19. Local 731 thus contends that the City, although committing in the same MOU draft to retain the turn-down policy language for two years, Am. Cross-Compl. ¶ 52, evinced a desire to come to an agreement and then violate it. This is untrue, Am. Cross-Compl. ¶¶ 33–35, 46, for two reasons: first, Local 731 misconstrues the plain language of the complained-of attorney-client comments, and second, internal discussions regarding the mechanics of proposed MOU terms cannot be evidence of bad

faith. *See Clark County Association of School Administrators vs. Clark County School District*, Case No. A1-045593, Item #394 at 13 (Oct. 24, 1996) (observing "the expression of any views, argument, or opinion shall not be evidence of an unfair labor practice, so long as such expression contains no threat of reprisal or force or promise of benefit" (citation omitted)). Even in Local 731's misconstruction of the internal privileged comment, there was no threat of reprisal. And here, Local 731 acknowledges in its Answer that it ultimately accepted the City's explanation of the internal comment (which simply observed the MOU itself was committing to changing the SOP without following the CBA's 10-day review procedure) by expressly accepting the very term (preserving the SOP language for two years) that it claims demonstrated the City's bad faith. *See* Ans. to Am. Cross-Compl. ¶ 52 ("Local 731 admits that on or about November 4, 2024, it provided a qualified acceptance to amending the SOP to make the SOP as it relates to Force Hires unchangeable for two years ….") Local 731 could not both be sure that the City would act in bad faith and renege on its promise to retain the turn-down policy language for two years, and yet also later agree to accept the exact same language in a subsequent MOU draft. Local 731's Answer demonstrates that while it may have believed, due to its counsel's misinterpretation of privileged communications, as of the October 2, 2024 meeting that the City planned to act in bad faith, it thereafter accepted both the City's explanation of the comment and the proposed term in the MOU, and both parties continued to negotiate in good faith. Therefore, Paragraph 19 of Local 731's Complaint fails to provide probable cause for a bad faith claim.

The second factual predicate underlying Local 731's first claim is that Local 731 alleges Fire Chief White and Division Chief Keller verbally promised in a September 4, 2024 Force Hire Grievance meeting to incorporate terms limiting the frequency of force hires into the CBA. Comp. ¶ 14. This is a false statement, and both Fire Chief White and Division Chief Keller will testify that their commitment in the referenced meeting was that they would draft a policy for limiting the frequency of force hires. City Manager Dion Louthan will testify that the next day he called Local 731 President Dan Tapia and discussed the City committing to retaining the policy language discussed for a two-year period, Am. Cross-Compl. ¶ 20, which is the term the City accordingly incorporated into the draft MOU that it provided to Local 731 on September 6, 2024. The City

will also provide transcripts from Local 731's arbitration with the City regarding the GHCC Grievance, where former Local 731 Vice President Darren Jackson made false statements on the record denying documented conversations he had with other union officials in April 2024. These demonstrably false statements regarding his conversations in 2024 demonstrate that Local 731 cannot rely on former Vice President Jackson's testimony to establish what was said in the September 4, 2024 meeting with Fire Chief White and Division Chief Keller. *See* Compl. ¶ 13.

Local 731's Answer further erodes its own factual case, as Local 731 admitted that "at some point after the September 4, 2024, meeting that the City offered to make the SOP changes irrevocable for two years," Ans. to Am. Cross-Compl. ¶¶ 20, 22, an offer that was then incorporated *two days later* into the September 6, 2024 MOU. Am. Cross-Compl. ¶¶ 23, 52. This timeline makes no sense unless the two-year retention was offered *in response* to Local 731's demand from the September 4th meeting that the turn-down policy be incorporated into the CBA. And ultimately, Local 731 is attempting to contend it can rely on a verbal agreement to support a bad faith claim, which fails in the face of the facts here: the parties were in ongoing CBA negotiations and had agreed to ground rules requiring written agreements. *See* City Reply ISO MTD at 4.

B. The City's Conduct in the Force Hire Grievance Process Does Not Constitute Bad Faith Under Existing Precedent

Local 731 cannot contend that the City's decision to continue to negotiate instead of accepting Local 731's requested resolution constitutes bad faith, even if it was true the City had agreed in a conversation to consider incorporating the Force Hire policy into the CBA. "Adamant insistence on a bargaining position or 'hard bargaining' is not enough to show bad faith bargaining." *International Association of Fire Fighters Local 5046*, Item #847-A at 5; *International Association of Fire Fighters, Local 1265 vs. City of Sparks*, Case No. A1-045362, Item #136 at 5 (Aug. 21, 1982) ("Adamancy on a single issue is not in and of itself a violation of the duty to bargain in good faith …."). While the City did not agree to incorporate the turn-down policy into the CBA, the City did agree to restrict cross-staffing of the ambulance, to discuss with Local 731 before implementing single-role paramedics, to create the turn-down in the

Department's SOP, that employees assigned to the ambulance receive a special pay of 5% while assigned to the ambulance, and additionally offered a 1.75% special pay, at the Fire Chief's discretion, to any employees required to work mandatory overtime on any apparatus, in an effort to fully address the Force Hire Grievance. Am. Cross-Compl. ¶¶ 15–17; Ans. to Am. Cross Compl. ¶¶ 15 (admitting the City offered a 5% special pay to employees working on the ambulance); 16 (admitting that the SOP allowed a certain number of refusals); 17 (denying for lacking information that the City offered an additional 1.75% special pay, although Local 731 could only have answered ¶ 15 and ¶ 16 by looking at the September 6 MOU, which included this proposed term).

Because the Board evaluates the "totality of conduct throughout negotiations to determine 'whether a party's conduct at the bargaining table evidences a real desire to come into agreement,'" *International Association of Fire Fighters Local 5046*, Item #847-A at 5 (citation omitted), the City's robust concessions going above and beyond what Local 731 asked for demonstrates the City acted in good faith in declining one of Local 731's multiple requests to resolve the Force Hire Grievance. *See also NLRB v. Tomco Commc'ns, Inc.*, 567 F.2d 871, 882 (9th Cir. 1978) (determining no bad faith bargaining occurred where, taking the employer's concessions and demands on the whole, the conduct did "not support a charge of bad faith negotiations" where the Company provided compromise proposals incorporating the union's request instead of forcing the union to accept its initial proposal). Ultimately, "nothing in the [NRS] … requires an employer to abandon a settled position on a certain issue because of either the quantity or quality of concessions offered by the Union in the hope of securing such abandonment. It is still a matter of bargaining." *Clark County Classroom Teachers Association vs. Clark County School District*, Case No. A1-045302, Item #62 at 4 (Dec. 10, 1976) (quoting *NRLB v. United Clay Mines Corp.*, 291 F.2d 120, 126 (6th Cir. 1955)).

C. Local 731's Second Claim Is Time-Barred

Local 731 agreed in its Opposition to the City's Motion to Dismiss that the six-month statute of limitations (SOL) "commences upon unequivocal notice of a final adverse action," Local 731 Opp'n at 7, and then casted about trying to identify a date of such an action for its second claim

regarding the GHCC Grievance process that the Board could accept. Local 731 acknowledged that although it claimed "the City's unilateral act [changing TPAs] in January of 2024 was an unfair labor practice, that is not the alleged prohibited practice at issue in Local 731's Complaint." *Id.* at 6. Local 731 therefore concedes any bad faith assertions in the Complaint specific to the alleged impact of the change in the City's TPA, effective January 2024, should be dismissed as time-barred, which includes paragraphs 21–25 and 36–39. *See generally* Compl. ¶¶ 21–39. This leaves only paragraphs 26–35, describing the Step 2 Grievance discussion and the denial of the Grievance, for Local 731 to use in attempting to make a timely claim.

Local 731's Opposition appeared to abandon Local 731's initial position that the request and approval for a continuance was the triggering date.[1] Local 731 instead contends the City's bad faith was revealed when "the City bypassed the Union at the [September 19, 2024] GHCC … and then summarily den[ied] the GHCC Grievance. That is the final adverse action upon which Local 731 is basing its claim." Local 731 Opp'n at 6–7 (emphasis added). There are two dates referenced in the preceding sentence, and neither suffice to save Local 731's second claim. On September 19, 2024 at the GHCC meeting, the City took no action. The GHCC representatives from SPPA and OE3 voted to ratify the City's initial direction to its TPA to check whether physical therapy visits after the twenty-fifth visit in a calendar year were medically necessary (which was always required under even the prior TPA). Compl. ¶ 33, Am. Cross-Compl. ¶¶ 126–31. Because the City did not act at that meeting, it could not constitute the "final adverse action" by the City

[1] To the extent Local 731 has not abandoned this assertion, the City maintains that the City's first request for a continuance occurred on June 26, 2024, and Local 731 officially granted it on July 16, 2024, Am. Cross-Compl. ¶¶ 100–06; Ans. to Am. Cross Compl. ¶ 106, —meaning the claim is *still* time-barred, as the Complaint was filed eight days after the six-month statute of limitations ran on the first of the City's granted extensions on July 16, 2024. There is no difference between the extension sought on July 16 and the subsequent extension requested on August 1, as both were requested to allow the City to continue reviewing Local 731's claims that adopting the UMR Plan document created a decrease in benefits. *See* Ans. to Am. Cross-Compl. ¶ 133 (admitting the City presented its final analysis of Local 731's claims on October 3, 2024). If the extensions are the focus of Local 731's ire, the date on which the extensions *began* must be the focus. Further, the extensions were necessary to allow the City to thoroughly address the voluminous concerns raised by Local 731.

on which Local 731 can rest its claim.[2]

Further, the date of the City's denial at Step 2 of the GHCC Grievance process on October 10, 2024 also cannot serve as the "final adverse action"—the grievance process is still not over, as the first two days of the Step 3 Arbitration occurred on May 28–29, 2025 and at least one more session is scheduled on June 30, 2025. Thus, if the claim rests upon this date, then it is unripe. *International Association of Firefighters, Local 731, Complainant the City of Reno, Respondent City of Reno, Counter-claimant International Association of Firefighters, Local 731, Counter-respondent*, Case No. A1-045466, Item #257 at 7 (Feb. 15, 1991) (The Board will not take jurisdiction in a matter which is clearly a contract grievance ripe for arbitration."). And in any event, the fact that the City disagrees with Local 731 is not bad faith—unions cannot obtain censure for employers simply by claiming the union was denied what they requested. Therefore, by Local 731's own argument, this claim is either time-barred or it is unripe.

D. The City Demonstrated Good Faith in Requesting Extensions to Fully Respond to Local 731's Alleged Changes to Benefits

Regardless of whether the denial of the grievance or the September 19, 2024 GHCC meeting constitutes the triggering event for Local 731's GHCC Claim—which, to date, is still unclear—Local 731 admitted that the City's overall process in reviewing and responding to Local 731's claims demonstrated good faith. Local 731 admitted in its Answer to receiving the City's full review of its over 100 concerns after the September GHCC meeting. City Mot. at 14–15, *see generally* Local 731 Opp'n 6–8. Local 731 acknowledges that the City met with at least the former Steward regarding the change in TPAs in May 2024, received the City's first letter reviewing

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[2]Even if one was inclined to indulge in Local 731's unsupported conjecture regarding the City's alleged influence over SPPA, Local 731 alleges that the City appointed Chief Crawforth as the Vice Chair of the GHCC (a non-voting position, with no impact to any union) on August 28, 2024, Compl. ¶ 32, —the month before the September GHCC meeting, where SPPA (not Chief Crawforth) voted on the medical necessity review point. So even if the Board takes all Local 731's claims as true when considering the Motion to Dismiss, the two other unions' vote at the September 19, 2024 GHCC meeting simply does not constitute City action. Nor does it make sense that Chief Crawforth would conspire with the City to allegedly reduce his own medical benefits, as a fellow member of the City's Health Plan, or the benefits of police officers within his Department.

alleged changes to benefits in the Plan document on June 24, 2024, and received the City's third letter completing the City's review of all Local 731's 100+ alleged changes to benefits in the Plan document on October 3, 2024. Ans. to Am. Cross-Compl. ¶¶ 85, 94–95, 133.[3] The three letters provided to Local 731 from the City represent hundreds of City personnel hours in reviewing both Plan documents, clarifying questions with the TPA UMR, and drafting responses to Local 731, culminating in a presentation to the GHCC on the outcome of the review on September 19, 2024, Am. Cross-Compl. ¶¶ 119–24—a robust process emphasizing the City's good faith investigation into Local 731's concerns.[4] Admitting that it received the City's October 3, 2024 letter reveals that Local 731 was advised of the real reason for the City's requests for continuances—to fully respond to Local 731's allegations that the City had changed the benefits in the Plan document. When the City requested a continuance to provide its Step 2 response to Local 731's GHCC Grievance on June 26, 2024, the City had only sent one letter to Local 731 that reviewed only some of Local 731's concerns. Am. Cross-Compl. ¶¶ 93, 100. When the City requested to extend the continuance on July 16, 2024, it still had only provided the first letter to Local 731. *Id.* ¶ 105. When the City again requested to extend the continuance on August 1, it had sent Local 731 two letters reviewing some of their concerns but had not yet completed its review of all Local 731's over 100 separate claimed decreases in benefits. *Id.* ¶¶ 113–17. In fact, it was not until the letter Local 731 admits receiving on October 3, 2024—the third letter—that the City completed its review and provided analysis disagreeing with all 100+ alleged changes Local 731 in the UMR Plan document. Ans. to Am. Cross-Compl. ¶ 133. The substantial and unprecedented number of

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[3] Local 731 mysteriously denies receiving the City's second letter sent via email on July 31, 2024, Ans. to Am. Cross-Compl. ¶¶ 113–15, although it was sent via email to Local 731 Vice President Jackson, just like the first and third letters.

[4] Interestingly, Local 731 admits that GHCC Vice Chair Crawforth made a presentation at the September 19, 2024 GHCC meeting, Ans. to Am. Cross-Compl. ¶¶ 126–27, but denies as lacking information the City's description of the City Attorney Office's presentation regarding the alleged benefit changes that occurred at the *same meeting*. *Id.* ¶¶ 119–27. This selective recall of key events demonstrates Local 731's continuing bad faith conduct, or at a minimum demonstrates why their key witnesses cannot be relied upon to give credible evidence.

specific challenges levied by Local 731, requiring careful comparison of both Plan documents and confirmation of the interpretation from UMR, necessitated the continuances. The City then did not provide its Step 2 response to the GHCC Grievance until October 10, 2024, allowing Local 731 an additional week to raise concerns about the City's analysis in the October 3, 2024 letter, to which Local 731 admits it asked no further questions after receiving the October 3 letter. *Id.* ¶ 134. The City demonstrably sought extensions to fully respond to Local 731's voluminous benefit decrease contentions, not to "pressure" SPPA, an assertion for which Local 731 has provided zero evidentiary allegations in support of this outrageous conspiracy theory.[5]

Local 731 admitted that the City spent months and hundreds of hours reviewing and responding via letters to all of its over 100 Plan document concerns, meaning that the City's behavior could not be "surface bargaining" as defined by the Board in *City of Reno v. International Association of Firefighters, Local 731(IAFF, Local 731)*, Case No. A1-045472, Item # 253-A at 5–6 (Feb. 8, 1991). *See* Local 731 Opp'n at 6. Asserting otherwise belies common sense, given that Local 731 levied over 100 unsubstantiated concerns about the benefits, each one of which required a substantive response from the City. The requested continuances were indisputably reasonable and necessary to allow the City to respond to Local 731's GHCC Grievance through written responses. The City sought extensions to fully respond to Local 731's voluminous benefit decrease contentions and those admitted-to letters demonstrate the City's good faith and that the City went above and beyond to address the asserted concerns. *Tomco Commc'ns, Inc.*, 567 F.2d at 883 ("A state of mind such as good faith is not determined by a consideration of events viewed

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[5] Furthermore, the vote to ratify the administrative review point that Local 731 is so concerned about required the affirmative vote of the other *two* participating unions in the GHCC, not just SPPA. There are no allegations in the Complaint that the City somehow pressured OE3, the other participating union, meaning Local 731 tacitly agrees with the commonsense premise that a union could come to the decision to ratify the administrative review point of its own accord. Local 731 therefore lacks probable cause in its contention that SPPA somehow did not act of its own accord due to the presence of the Police Chief (who is also a member of this same exact health Plan), who had been the Vice Chair of the GHCC in 2023 and 2024, due to his role at that time as the Acting City Manager. Am. Cross-Compl. ¶¶ 73 (Vice Chair in September 2023); 78 (Vice Chair in December 2023); 125 (Vice Chair in September 2024).

separately. The picture is created by a consideration of all the facts viewed as an integrated whole." (citation omitted)).

E. Local 731 Admits It Had No Evidence Prior To Filing Its Baseless Healthcare Bad Faith Claim

Local 731 does not deny it issued sixty-two Requests for Information (RFIs) to the City long after it filed the subject Complaint, without leave of the Board, for the specific purpose of preparing for "a future EMRB hearing." City Mot. to Dismiss at 12–13, *see* Local 731 Opp'n at 8. Local 731 asserted that the sixty-two RFIs were "targeted," Local 731 Opp'n at 8, without addressing the City's observation that the RFIs were overlapping and repetitive. *See* City Mot. at 12 (citing three RFIs seeking the same Plan document using different words). Local 731 then argues that the RFIs show diligence in supporting its theory in advance of the GHCC Grievance's Step 3 arbitration. Local 731 Opp'n at 8. An RFI could demonstrate diligence if it was sent before Local 731 filed its GHCC Grievance (or its EMRB Complaint), which Local 731 has done in the past with other potential grievances. Instead, counsel for Local 731 is scrambling to develop a workable contract violation theory after former Local 731 leadership decided to pursue the GHCC Grievance to arbitration. While Local 731 contends it is merely gathering "additional supporting material," Local 731 Opp'n at 8 (emphasis added), the RFI asks for a copy of the prior and current Plan document. City Mot. at 12–13. If Local 731's counsel did not have copies of those two Plan documents, how could it claim the 2024 Plan document demonstrated a decrease in benefits? This lack of documentation demonstrates that counsel lacked diligence in filing not one but two different legal actions before actually confirming whether Local 731's claims were colorable. The RFIs, issued as discovery in this EMRB proceeding without the Board's leave, demonstrate that Local 731 is unprepared and pursued both Step 3 arbitration and this bad faith Complaint without first reviewing the critical documents at issue—let alone digesting the City's detailed responses to Local 731's over 100 claimed concerns.

Furthermore, the City will be providing transcripts from the first two days of the GHCC Grievance Arbitration which occurred on May 28–29, 2025 demonstrating that Local 731 engaged an expert to review the two Plan documents for differences in May 2025—months after the City

Manager issued his Step 2 Grievance response in October 2024 and, crucially, months after Local 731 filed its bad faith complaint before the EMRB in January 2025. Local 731's expert then admitted on the record that all decreases in benefits he thought he identified in his expert report were incorrect. The expert further confirmed that Local 731 could have engaged him at any time in 2024 to justify Local 731's claims or to assist Local 731 in responding to the City Attorney's Office review, but Local 731 did not do so. This belated attempt to bolster Local 731's claim further demonstrates that Local 731 did not have probable cause to file this complaint or issue its grievance in the first place.

IV. MEMORANDUM OF POINTS AND AUTHORITIES REGARDING THE CITY'S CROSS-COMPLAINT

A. Local 731's Counsel's Conduct Can Constitute Reviewable Bad Faith

The City's claim that Local 731 counsel violated Nevada Rule of Professional Conduct (NRPC) 4.4(b) does not ask the Board to issue discipline under the State Bar's authority, it instead identifies an ethical violation and argues that such behavior constitutes bad faith in grievance negotiations and is therefore reviewable by the Board. State and federal courts similarly do not have the State Bar's authority under the Nevada Supreme Court rules, but those courts may identify unethical conduct that violates NRPC as bad faith. *See e.g.*, *In re Girardi*, 611 F.3d 1027, 1061 (9th Cir. 2010) (concluding "recklessly or intentionally misrepresenting facts constitutes … 'the requisite bad faith'" (citation omitted)). The City here brings conduct that occurred during grievance negotiations and asks the Board to determine if such conduct constitutes bad faith—which is well within the Board's jurisdiction. *See* NRS 288.110(2) (authorizing evaluation of labor organization conduct). Courts routinely rule based on the facts provided whether counsel violated the NRPC and consequently whether such conduct constituted bad faith activity. *See Avendano v. Sec. Consultants Grp.*, 2014 WL 6773027, at *12 (D. Nev. Dec. 2, 2014) (observing counsel's "failure to correct [misstatements] is a violation of his ethical obligations to the tribunal, and therefore, is conduct tantamount to bad faith," as was counsel's "tantamount to bad faith" decision to "fail[] to investigate" the factual basis for a claim); *Peterson v. Kennedy*, 771 F.2d 1244, 1258–59 (9th Cir. 1985) (evaluating attorney conduct for bad faith, which includes whether the attorney

"performs[s] in a competent and professional manner" under the Rules of Professional Conduct); *In re Martinez*, 393 B.R. 27, 37–38 (Bankr. D. Nev. 2008) (counsel's conduct violated NRPC and can be sanctioned for demonstrating bad faith). That is entirely separate and apart from any discipline the State Bar could potentially impose.

Local 731's counsel's admitted behavior demonstrates the bad faith conduct occurred. The mere fact of Local 731 counsel's notice to the City, Local 731 Mot. at 8, and Local 731's subsequent response in Answer to the Amended Cross-Complaint ¶¶ 36, 42, confirms that counsel not only identified that the document included privileged comments, but that counsel surprisingly continued to read through the entirety of the privileged document to the comment at issue on the last page of the document, despite the admitted "appearance" of privilege. Local 731's counsel then, regardless of whether it was before or after notice to the City, conveyed to Local 731 members his misinterpretation of the privileged comment that he should not have reviewed, in violation of NRPC 4.4(b), prior to a grievance meeting with the City the next day. Am. Cross-Compl. ¶¶ 44–45. When Local 731's counsel emailed the City on October 1, 2024, providing notice that he had received the privileged comments, Am. Cross-Compl. ¶ 36, he stated in the notice that the comments were bad faith, evidencing his failure to comply with NRCP 4.4(b) and his intent to use his review of the privileged comments as a sword in negotiations rather than allow Attorney Coberly and the City to take protective measures. Upon the City's request for clarification, Local 731's counsel did not respond, waiting to discuss the perceived bad faith in front of both sets of clients on October 2, 2024, essentially ambushing Attorney Coberly. In short, counsel failed to comply with the requirement of allowing the City to take protective measures of the undisputed privileged communications in violation of NRCP 4.4.(b).

The City Manager will testify that in that meeting, Local 731's Vice President Dunn opened the meeting reading a list of potential consequences Local 731 would utilize against the City in retaliation for the alleged bad faith conduct—namely, Local 731's counsel's obvious misunderstanding of his reading of privileged communications—including threatening a bar complaint against City's counsel. Local 731's Counsel then expounded on its misinterpretation of the privileged comment. At that point, there was no opportunity for the City to preserve the

attorney-client privilege—Local 731 and its counsel had clearly discussed the privileged comments at length, determined a list of potential consequences, and agreed that Vice President Dunn would present that list to open the meeting as a bad faith negotiation tactic, followed by Local 731 counsel's explanation that so obviously misconstrues what was actually said in the comments. Due to this ambush before both sets of clients, the City's counsel was given no choice but to explain the context of the comment, Am. Cross-Compl. ¶ 46, but that was in no way an affirmative waiver. *Contra* Local 731 Mot. at 9 nn.2, 3; *cf. Mayorga v. Ronaldo*, 606 F. Supp. 3d 1003, 1018 (D. Nev. 2022), *aff'd*, No. 22-16009, 2023 WL 8047781 (9th Cir. Nov. 21, 2023) (observing that privilege was not waived when counsel asserting privilege in a Motion failed to assert the privilege in a log, given opposing counsel already had obtained the privileged documents through other means, determining that to conclude otherwise would create a "'gotcha' result [which] cannot be the intent of these procedural rules").

B. Local 731's Factually Baseless Claim before the EMRB Constitutes Bad Faith

The City's claim that Local 731 made a false representation to the Board regarding an alleged new "cap" on physical therapy visits is brought under NRS 288 as it addresses labor organization conduct and is reviewable by the Board to determine whether the representation is false and therefore constituting a claim brought in bad faith. In the Amended Cross-Complaint, the City explained that Local 731's decision in its EMRB complaint to term the City's Plan document's requirement to review a member's medical necessity for continued physical therapy (once the member has had twenty-five physical therapy visits in a calendar year) as a "cap" is categorically false. The next line in the UMR Plan document sets a maximum visit limit for a different type of therapy (speech therapy), demonstrating the review for medical necessity for physical therapy was *not* a cap. Am. Cross-Comp. ¶¶ 79–84. Local 731's Answer to the Amended Cross-Complaint demonstrated tacit acknowledgment that its language in the Complaint was incorrect by back-tracking—the previously alleged "cap" was then styled as a "*potential* barrier" in the Answer. Ans. to Am. Cross-Compl. ¶ 84 (emphasis added).

First, the 25-visit review point is only theoretically a "potential barrier" to Local 731 members receiving non-medically necessary physical therapy, which is categorically excluded in

both Plan Documents. But also, this attempt to play semantics with their accusations does not cure the blatant bad faith of Local 731's false allegations. Local 731 says that focusing on the words it used in the Complaint is inappropriate and the Board should look instead to the "practical effect," not that Local 731 used the word "cap" instead of "review threshold," and then contended "cap" does not necessarily "refer only to a hard limit." Local 731 Mot. at 10. Except, if it does not mean a hard limit such that the benefit is "capped" or is diminished from the previous plan, then the benefit has not changed. In other words, if it is not a cap, then there was no benefit change, and therefore Local 731's claim would be false. Local 731 seems to acknowledge that it went too far in its Complaint based on its Answer to the Amended Cross-Complaint, which said "the new TPA Plan requires review of medical necessity for physical therapy after 25 visits … which provides for a potential barrier." Ans. to Am. Cross-Compl. ¶ 84 (emphasis added). Acknowledging that Local 731's frustration with the Plan is not with the Plan document but how it believes the TPA is enforcing the Plan document is different than what Local 731 has alleged—that the City unilaterally changed health Plan benefits as evidenced by the "healthcare [Plan] provisions." Compl. ¶ 24. It is obvious the City did not and that Local 731 is trying to save their claims with word play.

Requiring medical necessity is indeed a potential barrier to getting physical therapy in the form of massages as much and as often as you desire when they are not medically necessary. As the City explained, medical necessity was always a requirement for physical therapy under the Plan, Am. Cross-Compl. ¶ 79, but the prior TPA (Hometown Health) never checked for medical necessity for physical therapy appointments at all potentially due to a misunderstanding of Nevada law. *Id.* ¶ 81. However, the Plan has always had a requirement of medical necessity for any covered service. Stating *when* the TPA should check for medical necessity is merely administrative guidance to ensure the TPA actually enforces the benefits in the Plan and guarantees medical insurance is actually used for medically-necessary medical care. Just because the prior TPA was potentially not enforcing the Plan as it should have does not equate to a decrease in benefits under the Plan. When medically necessary, physical therapy is provided—including any physical therapy beyond 25 visits—as long as medical necessity still exists.

Also, as the City pointed out in its Amended Cross-Complaint, the Plan document itself provides an efficient comparison between language imposing a "cap" on benefits, Am. Cross-Compl. ¶ 80 (citing Plan document language "medical necessity will be reviewed after 25 visits), and language directing the TPA as to how it should administer a benefit, Am. Cross-Compl. ¶ 82 (citing the next line in the Plan document capping speech therapy at "26 … maximum visits per calendar year"). Terms should never be evaluated in the abstract in contracts or insurance documents, but rather in the context of the entire document—that is a basic tenant of contract law. Here, the context makes clear the difference between a cap on benefits and a review threshold for medically necessity. The City therefore "prove[s] the falsity of the representations" by pointing to "the relevant provisions of the [Plan document] [which] differs significantly from those representations." *Allen v. United Transp. Union*, 964 F.2d 818, 822 (8th Cir. 1992) (citation omitted).

Local 731 understood all of this prior to filing its bad faith claim. The City explained in its Amended Cross-Complaint and Local 731 acknowledged how the City painstakingly reviewed all claims of changed benefits raised by Local 731, and how the City specifically responded twice to concerns with the physical therapy benefit on June 24 and July 31, 2024. Ans. to Am. Cross-Compl. ¶¶ 94–95 (admitting the first letter from the City reviewed alleged changes to benefits, including the physical therapy benefit); Am. Cross-Compl. ¶¶ 114–15 (describing the second letter from the City, providing further analysis of the physical therapy benefit concern); Ans. to Am. Cross-Compl. ¶ 133 (acknowledging the third letter from the City reviewing alleged changes to benefits).[6] As the City has consistently maintained, physical therapy that is medically necessary

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[6] Oddly, Local 731 denies receiving the City's second letter, although it was addressed to the same then-Vice President Darren Jackson, just like the first and third letters, to which it acknowledges receipt. This type of inconsistency is rife within Local 731's Answer, where it engages with statements the City cites from the UMR Plan document, but then denies as lacking information quoted statements from the same Plan document page. *Compare* Ans. to Am. Cross-Compl. ¶ 80 (acknowledging that the UMR Plan document requires a review for medical necessity after 25 visits for physical therapy) *with id.* ¶ 82 (denying as lacking information quoted language from the next line down on the same page of the UMR Plan document). Again, this type of selective recall (Footnote continued)

is covered by the Plan and will be covered by the Plan after 25 visits if the medical necessity still exists for a chronic condition. This baseless allegation in Local 731's Complaint fails to meet the probable cause requirement of NAC 288.200(1)(c), as evidenced by this subsequent backtracking as well as Local 731's March 20, 2025 RFIs, served on the City almost two months after the filing of the Complaint. Local 731's allegation that the Plan document now "caps" physical therapy benefits at a certain point—which it subsequently referred to as a "potential barrier" after being called out for the inaccuracy by the City—is a false statement based on the clear language of the Plan document and the Board should review the factual basis of this claim at a hearing.

C. Local 731's Knowingly False Statement in Grievance Negotiations Constitutes Reviewable Bad Faith

The City's third claim provides sufficient factual basis for the Board to conduct an investigation to determine whether the former Steward's statement in negotiations regarding Grievance 24-005 (Light Duty Grievance) was knowingly false. The City explained in its Amended Cross-Complaint that in previous Labor-Management meetings earlier in 2024, Fire Department Management had provided the case *Taylor v. Truckee Meadows Fire Protection District*, 137 Nev. 1, 479 P.3d 995 (2021), and explained that the Nevada Supreme Court's analysis affirmed the City's current approach to light duty. It was after that explanation that the former Steward met with the City Manager and alleged—knowingly, falsely, and again—that the City was in violation of statute for its approach to light duty. Am. Cross-Compl. ¶¶ 142, 148. The former Steward sought to portray a false legal position in order to obtain concessions from the City in the grievance negotiation. Had the City relied on that statement and not sought out Fire Department Management to understand the history of the negotiations, the City could have provided concessions based on the knowingly false statement. Such conduct establishes an intent to subvert the negotiation process.

The City contends that it is within the Board's jurisdiction to determine whether "a party's

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or selective understanding of provisions within the same document demonstrate Local 731's continued bad faith.

conduct at the bargaining table must evidence a sincere desire to come to an agreement" and evaluate that sincerity "by 'drawing inferences from the conduct of the parties as a whole.'" *Washoe County School District v. Washoe School Principals' Association and Washoe School Principals' Association v. Washoe County School District*, Consolidated Case 2023-024, Item #895 at 3 (Mar. 29, 2024) (en banc) (citation omitted). As such, if the Board determines the former Steward's statement was false, it is bad faith. *See Ballou*, 2023 WL 130542, at *7 (acknowledging unilateral acts can constitute bad faith and specifically "false representations [can] amount to 'a failure to bargain in good faith'" (citation omitted)); *Int'l Union, United Auto., Aerospace & Agric. Implement Workers of Am.*, 844 F.3d at 604–05 (remarking that "had there been substantial evidence to support the claim that [the union steward] gave a partly false statement, the Board might have been able to establish bad faith conduct"); *Ackers v. Celestica Corp.*, 274 F. App'x 450, 452 (6th Cir. 2008) (identifying allegations that the employer made false "statements about its commitment to the Columbus operation" to union members and observing "[t]his conduct would represent a failure to bargain in good faith").

Local 731 acknowledges that the Nevada Supreme Court in *Taylor* determined that going from a "preinjury schedule" of 48-hours on to a 40-hour light duty schedule is "substantially similar" to the employee's original schedule. 479 P.3d at 1002. But Local 731 contends the "crucial" difference between the decision in *Taylor* and the City's light duty schedule is that in *Taylor* the schedule was only reduced from 48-hours on to 40-hours on, and in the City's case the schedule was reduced from 56-hours on to 40-hours on—an additional 16 hours. Local 731 Mot. at 13–14. But this argument ignores the practical reality that the schedule in *Taylor* and a Sparks Fire Department shift is the same where it counts in the Court's analysis. Just like Taylor's schedule, Division Chief Keller will testify that Local 731 members only work <u>48-hours at a time for a shift</u> (there are just multiple 48-hour shifts that overlap pay periods and Fair Labor Standards Act accounting that create a "56-hour" pay period schedule). And it was that 48-hour *shift* (not the entirety of the schedule in a pay period) that the Court focused on in its analysis. The Court determined that being 48-hours on and transitioning to a 40-hour schedule meant that "[b]oth jobs required Taylor to work at least half of his <u>*shift*</u> during the day," (emphasis added) and therefore

the "administrative schedule … did not require him to work unusual hours or an atypical timetable." *Taylor*, 479 P.3d at 1001. The total amount of hours in a schedule makes no difference pay-wise, as the employee in *Taylor* and at the City are both paid the same salary as the preinjury position. The Court acknowledged that "the light-duty job schedule was entirely during the day as opposed to the firefighter schedule's fifty-fifty split between day and night,"—just like Sparks' 48-hour shifts—but this was not an "unreasonable burden." *Id.* Here, while Local 731 members may work more times in a pay period than Truckee Meadows firefighters, they work the same 48-hour shifts. The light-duty shift indeed results in fewer worked hours in a pay period, but the lack of "work in the evenings" and overall "fewer hours [working] than [the] preinjury job but at the same rate of pay suggest that the offer was a legitimate attempt to provide reasonable light-duty employment pending a return to full health" and was therefore not "an unreasonable burden." *Id.*

Indeed, "[t]o say that this administrative schedule is not substantially similar to Taylor's preinjury firefighter schedule would in effect preclude injured firefighters from ever receiving an offer of temporary, light-duty employment, since such nonfirefighter employment generally is not undertaken on a firefighter schedule." *Id.* at 1002 (emphases added). Because the critical considerations and the overall approach the Court took in *Taylor* are identical to Local 731's contention here, *Taylor* forecloses the claim that the City's practice of putting 56-hour employees on 40-hour light duty schedule violates Nevada statutes.[7] After being informed of such in Labor-Management meetings, the former Steward's decision to continue to make the knowingly false statement that the City's procedure violated statute in an attempt to subvert the negotiation process constituted bad faith.

Contrary to Local 731's contentions, the City can bring this factually-based claim to the

[7] Local 731 also contends that the Light Duty Grievance included another element, in that Local 731 offered another way to for the City to "cure" its allegedly grieveable conduct of transitioning 56-hour employees to a 40-hour schedule by also transitioning those employees to the 40-hour pay and benefits model. Mot. 13 n.4. But as the City stated in its Amended Cross-Complaint, that approach was specifically considered and denied by the Fire Chief at Step One in the Grievance Process and Vice President Dunn acknowledged that he "saw the City's point" made by that analysis and it was not discussed further at the meeting. Am. Cross-Compl. ¶¶ 143–47.

Board without it being per se retaliatory. Local 731's claim that Board precedent exists establishing that employers cannot retaliate against a union for filing a grievance by filing a cross-complaint was based on a false citation as outlined in the City's Reply in Support of its Motion to Dismiss at 12. The citation was entirely made up, it was not a scrivener's error affecting just one portion of the citation, and the accompanying parenthetical supporting Local 731's argument must also be made up, further abusing this Board's process in bad faith. "An attempt to persuade a court or oppose an adversary by relying on fake opinions is an abuse of the adversary system." *See Park v. Kim*, 91 F.4th 610, 615 (2d Cir. 2024) (citation omitted) (referring counsel to the Court's Grievance Panel for further investigation for utilizing non-existent authority).

V. RELATED PROCEEDINGS

The parties are currently in an arbitration regarding the outcome of Local 731's GHCC Grievance 2024-002, which occurred on May 28–29, 2025 and will continue on June 30, 2025. There are no other related proceedings at this time.

VI. WITNESSES

The City anticipates calling the below witnesses during the presentation of its case. A summary of each witness's qualifications and expected testimony are listed below.

Dion Louthan

Mr. Louthan is the City Manager and is expected to testify as to meetings, conversations, and negotiations he participated in with Local 731 regarding the Force Hire Grievance, GHCC Grievance, and Grievance 24-005.

Walter White

Fire Chief White is expected to testify as to meetings and negotiations he participated in with Local 731 regarding the Force Hire grievance.

Derek Keller

Division Chief Keller is expected to testify as to meetings and negotiations he participated in with Local 731 regarding the Force Hire Grievance and the Light Duty Grievance.

Nick Slider

Detective Slider is the president of SPPA and will testify regarding conversations he had

with Local 731 regarding the GHCC Grievance and SPPA's vote at the September 19, 2024 GHCC meeting.

Rachel Arulananthum

Officer Arulananthum is SPPA's GHCC representative and will testify regarding her vote on behalf of SPPA at the September 19, 2024 GHCC meeting on General Business Item 7.2.

Ralph Handel

Mr. Handel is the representative for OE3 and will testify regarding conversations he had with Local 731 regarding the GHCC Grievance.

James Ihnat

Mr. Ihnat is OE3's GHCC representative and will testify regarding his vote on behalf of OE3 at the September 19, 2024 GHCC meeting on General Business Item 7.2.

VII. ESTIMATED TIME NEEDED FOR PRESENTATION OF CASE

The City believes it will require eight (8) hours for the presentation of its case, including the cross-examination of Local 731's witnesses.

Respectfully submitted this 12th day of June, 2025.

WESLEY K. DUNCAN
Sparks City Attorney

By: */s/ Jessica L. Coberly*
JESSICA L. COBERLY
Attorneys for Respondent City of Sparks

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Sparks City Attorney's Office, Sparks, Nevada, and that on this date, I am serving the foregoing document(s) entitled **PRE-HEARING STATEMENT** on the person(s) set forth below by email pursuant to NAC 288.0701(d)(3):

Alex Velto, Esq.
alex@rrvlawyers.com

Paul Cotsonis, Esq.
paul@rrvlawyers.com

DATED this 12th day of June, 2025.

/s/ Roxanne Doyle
Roxanne Doyle