

FILED
March 24, 2025
State of Nevada
E.M.R.B.
10:36 a.m.

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BEFORE THE STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

RENO POLICE PROTECTIVE
ASSOCIATION,

Case No.: **2025-006**

Complainant,

Panel:

vs.

CITY OF RENO,

Respondent.

COMPLAINT

COMES NOW, Complainant RENO POLICE PROTECTIVE ASSOCIATION, by and through its undersigned attorney, hereby charges Respondent CITY OF RENO with practices prohibited by NRS 288.270. This complaint is filed in accordance with NRS 288.270, NRS 288.280 and NAC 288.200. Accordingly, Complainant hereby complains and alleges as follows:

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1 **I. THE PARTIES**

2 1. Complainant Reno Police Protective Association (“RPPA”) is an employee
3 organization as defined in N.R.S. 288.040. It is the recognized bargaining unit for police
4 officers employed by the City of Reno.

5 2. Respondent City of Reno, (hereinafter “City”), is the largest municipality in
6 Northern Nevada which oversees the Reno Police Department and its employees. The City is
7 a political subdivision of the State of Nevada and a local government employer under NRS
8 288.060. The City’s mailing address is 1 E. First Street, P.O. Box 1900, Reno, NV 89505.
9

10 **II. LEGAL AUTHORITY AND JURISDICTION**

11 3. The RPPA and the City are parties to a collective bargaining agreement (“CBA”)
12 that includes grievance-arbitration procedures as well as discipline and discharge procedures.
13

14 4. NRS 288.150(1)(i) mandates that employee organizations and employers must
15 bargain “discharge and disciplinary procedures.”

16 5. NRS 288.150(1) outlines the mandatory topics of bargaining and includes in
17 subsection (o) the “Grievance and arbitration procedures for resolution of disputes relating to
18 interpretation or application of collective bargaining agreements.”
19

20 6. NRS 288.270(1)(e) holds in part that it is a prohibited practice for a local
21 government employer to “Refuse to bargain collectively in good faith with the exclusive
22 representative as required in NRS 288.150. Bargaining collectively includes the entire
23 bargaining process, including mediation and fact-finding, provided for in this chapter.”
24

25 7. This Board has jurisdiction over this matter as Complainant’s allegations arise under
26 Nevada Revised Statute Chapter 288 - Relations between Government and Public Employees.
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28

III. PROHIBITED PRACTICES

8. At all times relevant Complainant was and is the recognized bargaining unit for police officers employed by the City.

9. On September 8, 2023, RPPA member Officer Christian Hoyt was noticed that he was being investigated by the Reno Police Department (“RPD”) internal affairs (“IA”) division related to an arrest he had made they was alleged to have violated policy.

10. The internal affairs investigation was completed and on March 1, 2024 the alleged violations were sustained.

11. The RPPA, on behalf of Officer Hoyt, appealed the sustained discipline to Chief Kathryn Nance. On August 14, 2024, Chief Nance upheld the sustained findings and imposed the following discipline:

- 1) One (1) day suspension without pay; and
- 2) One (1) day, Five (5) hours of training related to:
 - a. First Amendment Issues;
 - b. 2020 Assembly Bill 3 (AB3);
 - c. Recording LE Activity NRS 171.1233;
 - d. Resist Public Officer NRS 199.280; and
 - e. Any other relevant statutes and or case law

12. The RPPA appealed Chief Nance’s decision to the City Manager, Jackie Bryant, and a hearing was held on October 24, 2024.

13. On November 8, 2024, Ms. Bryant granted the appeal and rescinded the disciplinary action against Officer Hoyt. Ms. Bryant determined that the issue investigated concerning Officer Hoyt was based on a lack of training and ordered Officer Hoyt to attend eighty (80) hours of training related to First Amendment issues; 2020 Assembly Bill 3 (AB3); Recording of Law Enforcement Activity - NRS 171.1233; Resist Public Officer NRS 199.280; and other relevant statutes or case law.

1 14. As part of this decision, Ms. Bryant stated that “As referenced in the Investigation
2 Report for ADI 2023-0015, the finding for the violation of General Order P-340-05 (Code of
3 Conduct and Values) G.O.) was sustained.” This language led the RPPA to believe that
4 although Ms. Bryant had rescinded the discipline due to it being based on a training issue, the
5 City was not removing the sustained IA findings.
6

7 15. On November 8, 2204, the RPPA’s undersigned counsel emailed Ms. Bryant and
8 requested clarification regarding the IA findings. Specifically, it was stated that “while the
9 original IA was sustained, since you are now removing all discipline, we believe this means
10 the IA is either not-sustained or exonerated. Please provide clarity on this point for us.”
11

12 16. On November 14, 2024 Ms. Bryant responded and stated that she “recommended
13 training is a result of the sustained IA finding and still stands for the violation of General
14 Order P-340-05.”

15 17. On November 19, 2024, the RPPA’s undersigned counsel responded to Ms. Bryant
16 by informing her that “Regarding the sustained IA finding, this is still disciplinary in nature as
17 it is kept in Officer Hoyt's file and may be used for future same or similar alleged behavior.
18 There is no mechanism for such discipline in the CBA and including this here would be a
19 unilateral change to the negotiated discipline procedures. Given this, we are requesting the
20 sustained finding be removed from this investigation and the finding changed to not
21 sustained.”
22

23 18. On November 26, 2024, Ms. Bryant responded and stated that the sustained IA
24 finding was not disciplinary as it was not included in Article 29 of the collective bargaining
25 agreement.
26
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1 19. On November 27, 2024, the RPPA replied and stated that “The RPPA agrees that
2 the sustained IA is not discipline, and with the City's same understand, we are satisfied that
3 this sustained IA will not be used as the basis for enhanced or progressive discipline against
4 Officer Hoyt in any future alleged same or similar incidents.”

5 20. On December 4, 2024, Ms. Bryant responded by stating that “We do not have the
6 same understanding. To clarify, this sustained IA investigation may be used as the basis for
7 enhanced or progressive discipline against Officer Hoyt in any future alleged incidents
8 involving the same or similar policy violations per the operative CBA and City/RPD policy
9 and procedure.”
10

11 21. On December 12, 2024, the RPPA filed a grievance based on the City’s actions in
12 which it alleged that the City’s actions “violates the provisions of Article 29 as it was
13 determined that Officer Hoyt’s actions were in fact based on a lack of training, and as such,
14 cannot be used as a basis for progressive discipline moving forward.”
15

16 22. On December 13, 2025 the City responded and refused to hear the grievance.
17

18 23. On December 31, 2025 the RPPA then moved the matter to arbitration in
19 accordance with Article 28 of the CBA.

20 24. On January 6, 2025 the City refused to participate in arbitration and this Complaint
21 followed.
22

23 **FIRST PROHIBITED PRACTICE**
(Unilateral Change to Discipline Process)

24 25. Complainant re-alleges and incorporates by reference all preceding paragraphs.
25

26 26. The City unilaterally changed the bargained for discipline process by sustaining an
27 IA investigation that was found to be due to a lack of training and not based on misconduct.
28

1 27. The City unilaterally changed the bargained for discipline process by maintaining a
2 sustained IA investigation after the finding was overturned and holding that this could be used
3 for progressive discipline for any future violation.

4 28. The City violated Article 29(c)(1) of the CBA, which states “The term ‘discipline’
5 as used herein shall include discharge, demotion, suspension and written reprimands” by
6 maintaining a sustained IA investigation which did not meet the definition of discipline as
7 negotiated by the parties.
8

9 29. Article 31(b) of the CBA holds that “In the event the City intends to institute a
10 change during the term of this Agreement of a subject which falls within the scope of
11 mandatory bargaining as outlined in . . . subsection 2 of NRS 288.150, the City recognizes its
12 duty to bargain with the Association over said change. Disputes arising under this Article shall
13 not be grievable under Article 28 of this Agreement, but shall be submitted to the Nevada
14 Local Government Employee-Management Relations Board (EMRB) of resolution.”
15

16 30. These actions constitute unilateral changes to the discipline discharge procedures
17 that are a mandatory topic of bargaining under NRS 288.150(1)(i).
18

19 31. The City’s actions were unilateral and intentional and were done without
20 negotiating the change with the RPPA which violates NRS 288.150(1)(e).
21

22 **SECOND PROHIBITED PRACTICE**
23 **(Refusal to Process Grievance)**

24 32. Complainant re-alleges and incorporates by reference all preceding paragraphs.

25 33. Article 28(a) defines that grievances are “disputes concerning the interpretation,
26 application, and enforcement of this Agreement.”
27
28

1 33. Article 31(b) of the CBA holds that “In the event the City intends to institute a
2 change during the term of this Agreement of a subject which falls within the scope of
3 mandatory bargaining as outlined in . . . subsection 2 of NRS 288.150, the City recognizes its
4 duty to bargain with the Association over said change. Disputes arising under this Article shall
5 not be grievable under Article 28 of this Agreement, but shall be submitted to the Nevada
6 Local Government Employee-Management Relations Board (EMRB) of resolution.”
7

8 35. The City unilaterally refused to process the grievance as required under Article 28
9 of the CBA negotiated by the parties.

10 36. These actions constitute unilateral changes to the grievance-arbitration procedures
11 that are a mandatory topic of bargaining under NRS 288.150(1)(o).
12

13 38. The City’s actions were unilateral and intentional and were done without
14 negotiating the change with the RPPA which violates NRS 288.150(1)(e).

15 Wherefore, the actions taken by the City against Officer Hoyt and the RPPA constitute
16 prohibited practices under NRS Chapter 288.
17

18 THEREFORE, Complainant prays for relief as follows:

- 19 a. A finding that the conduct of Respondent as referenced herein constitutes
20 prohibited practices under Chapter 288 of the Nevada Revised Statutes;
21 b. A finding that Respondents failed to bargain in good faith;
22 c. A finding that Respondent made unilateral changes to the discipline and
23 discharge procedures which are mandatory topics of bargaining;
24 d. A finding that Respondent made unilateral changes to the grievance-arbitration
25 procedures which are mandatory topics of bargaining;
26 e. An order requiring Respondent to cease in violating N.R.S. 288.270;
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- f. An order requiring Respondent to comply with NRS 288.150 and cease making unilateral changes to the CBA and to mandatory topics of bargaining.
- g. An order requiring Respondent to pay the Complainant's reasonable attorney and representatives' fees and expenses in bringing this action; and
- h. Any and all other relief that the Employee Management Relations Board deems appropriate.

DATED this 24th day of March, 2025.

/s/ Ronald J. Dreher

Ronald J. Dreher

NV Bar No. 15726

DREHER LAW

P.O. Box 6494

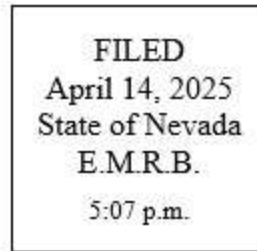
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Attorney for Complainant

City of Reno (Respondent)
Answer to Complaint



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STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

RENO POLICE PROTECTIVE
ASSOCIATION

Case No.: 2025-006

Complainant,
vs.

CITY OF RENO,

Respondent,

_____ /

ANSWER TO PROHIBITED PRACTICES COMPLAINT

Respondent CITY OF RENO (the “City”), by and through its undersigned counsel, hereby responds to the Prohibited Practices Complaint filed March 24, 2025 (the “Complaint”) by admitting, denying, and averring as follows.

GENERAL ALLEGATIONS

1. The City admits the allegations in Paragraphs 1, 2, 3, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 24, 29, 34 (mis-numbered as 33) of the Complaint.

1 2. The City denies the allegations of Paragraphs 23, 26, 27, 28, 30, 31, 36 of the
2 Complaint.

3 3. With regard to the allegations contained in Paragraph 14 of the Complaint, the
4 City admits that Manager Bryant's decision sustained the findings of the Investigation. The City
5 is without knowledge or information sufficient to form a belief as to the Complainant's beliefs
6 about the meaning of Manager Bryant's letter, and on that basis denies the allegations regarding
7 the same.

8 4. With regard to the allegations contained in Paragraph 15 of the Complaint, the
9 City admits the allegations regarding the contents of counsel's email to Manager Bryant, but
10 denies that the date of the email is correctly alleged. In the event that the year referenced is a
11 typographical error, the City will stipulate that it be read as the year 2024 for purposes of this
12 proceeding.

13 5. With regard to the re-allegations contained in Paragraphs 25 and 32 of the
14 Complaint, the City re-asserts all of its answers to the allegations incorporated by reference
15 therein.

16 6. With regard to the allegations contained in Paragraph 33 of the Complaint, the
17 City responds that the terms of Article 28 of the CBA speak for themselves, and the City declines
18 to admit the Complaint's characterization thereof as "defining" a grievance. The City therefore
19 denies the same.

20 7. With regard to the allegations contained in Paragraph 35 of the Complaint, the
21 City admits that it declined to process the grievance, but denies that arbitration was required by
22 Article 28 of the CBA under the circumstances.

23 8. With regard to the allegations contained in Paragraph 37 of the Complaint (mis-
24 numbered at 38), the City denies that its actions violated NRS 288.150.

25 9. With regard to all allegations containing citations to statutory or case
26 law, assertions regarding the interpretation, meaning or applications of such law, or general
27 assertions about any law or a body of law, such allegations are not factual allegations to which a
28 response is required. Except where otherwise clearly indicated, the City does not adopt, admit or

1 deny Complainant's allegations concerning any law or its interpretations. This paragraph is the
2 response to the allegations of Paragraphs 4, 5, and 6 of the Complaint.

3 **STATEMENT OF FACTS IN CITY'S DEFENSE**

4 1. Reno Police Officer Christan Hoyt ("Hoyt"), a member of Complainant Reno
5 Police Protective Association ("RPPA"), was investigated for several policy violations in
6 connection with an arrest he affected on August 22, 2023.

7 2. The arrest, which the City determined to be unlawful, required the arrestee to be
8 un-arrested by an RPD supervisor after the arrestee was transported to the Washoe County
9 Detention Facility.

10 3. The wrongful arrest resulted in a federal civil suit being filed by the arrestee
11 against the City alleging constitutional violations (Case No. 3:23-cv-00447), subjecting the City
12 to potential liability.

13 4. The Internal Affairs Division of RPD investigated the incident for policy
14 violations, and sustained Hoyt on a violation of the department's Code of Conduct and Values
15 and Ethics, identifying approximately 20 factors that made the arrest improper.

16 5. RPPA, on behalf of Hoyt exercised the contractual right to appeal the decision to
17 RPD Chief Kathryn Nance, and a pre-disciplinary hearing was held on July 22, 2024.

18 6. Chief Nance upheld the sustained findings and imposed the discipline alleged in
19 Paragraph 11 of the Complaint,

20 7. RPPA elected to progress the grievance to the next step, which was the City
21 Manager level.

22 8. On November 8, 2024, Manager Bryant issued a memorandum sustaining the
23 policy violations found against Hoyt, but rescinding the disciplinary decision reached by Chief
24 Nance. Instead of a suspension, Manager Bryant recommended 80 hours of training to cover the
25 areas of law alleged in the Complaint.

26 9. The November 8 Memorandum explained that the training did not constitute
27 discipline as defined in Article 29 of the CBA, because discipline is defined therein as
28 "discharge, demotion, suspension, and written reprimands."

1 10. Manager Bryant’s recommendation to Chief Nance to refer Hoyt to training
2 pursuant to Article 27 of the CBA was within the Chief’s discretion and not subject to grievance
3 arbitration.¹

4 11. The Memorandum on its face stated that the finding of a policy violation was
5 sustained, and that the recurrence of a policy violation for similar conduct could result in
6 disciplinary action up to and including termination.

7 12. According to Article 28(e) of the CBA, the RPPA had ten working days from the
8 date of the City Manager’s response to notify the City Manager in writing if it intends to pursue
9 arbitration of the matter.

10 13. RPPA therefore had until November 22, 2024 to formally elect arbitration.

11 14. The purported grievance dated December 12, 2024 was therefore untimely.

12 15. On December 13, 2024, Manager Bryant declined to hear the grievance.

13 16. On January 6, 2025, following repeated attempts by RPPA to improperly proceed
14 to arbitration, legal counsel for the City explained its position that RPPA’s correspondence dated
15 December 12, 2024 was an attempt to bring a grievance for which the deadline had already
16 passed under the express terms of the CBA.

17 17. There is no provision in the CBA or elsewhere in law providing that a pattern of
18 sustained conduct that has already resulted in training cannot be grounds for discipline.

19 18. The City has a reasonable expectation that with training, the same or similar
20 policy violation would not be repeated by Hoyt. A repeated policy violation would therefore
21 form an appropriate basis for discipline.

22 19. The City’s actions do not constitute an improper change to the grievance-
23 arbitration procedures.

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28 ¹ “The Police Chief shall have full authority in matters of training, safety, health and sanitation affecting employees on the job.”

1 20. The City's actions did not implicate a topic of mandatory bargaining and did not
2 violate NRS 288.150.

3 DATED this 14th day of April, 2025.

4
5 KARL S. HALL
6 Reno City Attorney

7
8 By: /s/ Mark W. Dunagan
9 MARK W. DUNAGAN
10 Assistant City Attorney
11 Nevada Bar #10574
12 Post Office Box 1900
13 Reno, NV 89505

1
2
3 **CERTIFICATE OF SERVICE**

4 Pursuant to NAC 288.070, I certify that I am an employee of the RENO CITY
5 ATTORNEY'S OFFICE, and that on this date, I am serving the foregoing document(s) on the
6 party(s) set forth below by:

7 _____ Placing an original or true copy thereof in a sealed envelope placed for collection
8 and mailing in the United States Mail, at Reno, Nevada, postage prepaid,
9 following ordinary business practices or;

10 _____ Personal hand delivery.

11 _____ EFlex electronic service.

12 X _____ Email

13 _____ Facsimile (FAX).

14 _____ Federal Express or other overnight delivery.

15 _____ Reno/Carson Messenger Service.

16
17 addressed as follows:

18 Ronald J. Dreher, Esq.
19 P.O. Box 6494
20 Reno, NV 89513
21 ron@dreherlaw.net

Bruce Snyder, Esq.
Commissioner, EMRB
3300 W. Sahara Avenue
Suite 260
Las Vegas, NV 89102
bsnyder@business.nv.gov

22
23 DATED this 14th day of April, 2025.

24
25 /s/ Jeanette Sparks
26 Jeanette Sparks, Legal Assistant
27
28

RPPA (Complainant)
Prehearing Statement

FILED
May 5, 2025
State of Nevada
E.M.R.B.
11:30 a.m.

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Attorney for Complainant

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GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

RENO POLICE PROTECTIVE
ASSOCIATION,

Complainant,

Case No.: 2025-006

vs.

Panel:

CITY OF RENO,

Respondent.

/

COMPLAINANT'S PREHEARING STATEMENT

COMES NOW, Complainant, RENO POLICE PROTECTIVE ASSOCIATION, ("RPPA"), by and through its undersigned attorney, hereby files its Prehearing Statement in accordance with NAC 288.250

I. ISSUES OF FACTS TO BE DECIDED BY THE BOARD

1. Whether the City of Reno ("City") violated NRS 288.150(2)(i) when it unilaterally changed the bargained for discipline process by sustaining an internal investigation ("IA") that was found to be due to a lack of training and not based on misconduct.

2. Whether the City violated NRS 288.270(1)(a,e) when it unilaterally changed the bargained for discipline process by maintaining a sustained IA investigation after the finding

1 was overturned and holding that this could be used for progressive discipline for any future
2 violation.

3 3. Whether the City violated NRS 288.270(1)(a,e) by unilaterally maintaining a
4 sustained IA investigation which did not meet the definition of discipline as negotiated by the
5 parties without negotiating the change.

6 4. Whether the City violated NRS 288.270(1)(a,e) when it unilaterally implemented
7 changes to the discharge and discipline procedures outlined in the collective bargaining
8 agreement without bargaining these changes with the RPPA.

9 5. Whether the City violated NRS 288.150(2)(o) when it refused to process the
10 grievance filed by the RPPA on behalf of Officer Christian Hoyt.

11 **II. ISSUES OF LAW TO BE DECIDED BY THE BOARD**

12 6. Whether the City's act to sustain an IA not based on misconduct and use this as
13 progressive discipline in violation of the bargained for discharge and discipline procedures
14 constitutes a prohibited practice under 288.150.

15 7. Whether the City's unilateral changes to the negotiated discharge and discipline
16 procedures constitutes a prohibited practice under NRS 288.270.

17 8. Whether the City's refusal to process the grievance filed by the RPPA constitutes a
18 prohibited practice under NRS 288.150.

19 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

20 Nevada Revised Statute 288.280 provides that "[a]ny controversy concerning
21 prohibited practices may be submitted to the board" and the Nevada Supreme Court has
22 recognized that the "EMRB has exclusive jurisdiction over unfair labor practice issues." City
23 of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 895, 59 P.3d 1212, 1217 (2002). It is
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1 well established that the “Board is permitted to hear and to determine any complaint arising
2 out of the interpretation of, or performance under, the provisions of Chapter 288.” I.A.F.F.
3 Local 731 v. City of Reno, EMRB Item No. 257, Case No. A1-045466 (1991).

4 **a. Unilateral change to discharge and discipline procedures.**

5 The Local Government Employee-Management Relations Act (EMRA) imposes a
6 reciprocal duty on employers and bargaining agents to “negotiate in good faith” on those
7 subjects listed in NRS 288.150, and a refusal by either party to do so is “a prohibited labor
8 practice.” City of Reno v. International Assoc. of Firefighters Local 731, Item No. 253-A,
9 Case No. A1-045472 (1991).

10 The matter of a unilateral change to the discharge and discipline procedures has been
11 decided by this Board and has been held to be a *per se* violation of NRS 288.270. Charles
12 Jenkins; Las Vegas Police Managers and Supervisors Association vs. Las Vegas Metropolitan
13 Police Department, Item No. 775A, Case No. A1-046020 (2012). In the Jenkins case, this
14 Board answered the questions regarding the unilateral changes to the discharge and discipline
15 procedures alleged herein when it held that

16 “In City of Reno, the Nevada Supreme Court affirmed that it is a
17 violation of the Act of an employer to depart from the bargained-for
18 disciplinary process without first bargaining over the change with the
19 recognized bargaining agent. 118 Nev. 899-901, 59 P.3d 1219-1220.
20 Authority arising under the National Labor Relations Act holds that
21 these types of changes to collective bargaining agreement violate both
22 section 8(a)(1) and 8(a)(5) of the National Labor Relations Act.
23 N.L.R.B. v. Southwestern Elec. Co-op., Inc. 794 F.2d 276, 278 -279
24 (7th Cir. 1986). This Board has likewise held that this type of conduct
25 violates both NRS 288.270(1)(a) and NRS 288.270(1)(e). Boykin v.
26 City of North Las Vegas Police Dept., Item No. 674E, Case No. A1-
27 045921 (2010). This Board has repeatedly reaffirmed the principle that
28 ‘unilateral changes by an employer during the course of a collective
bargaining relationship concerning matters which are mandatory
subjects of bargaining are regarded as *per se* refusals to bargain.’

1 Operating Engineers, Local 3 of the International Union of County of
2 Lander, Item No. 346, Case No. AI-045553, (1994); see also N. L. R.
3 B. v. Katz, 369 U.S. 736 (1962).”

4 Id. at 7:10-23. As is evident from this holding, the City’s unilateral decision to change
5 the bargained for discharge and discipline procedures without negotiating these changes with
6 the RPPA is a *per se* violation of NRS 288.270. Therefore, the City has committed prohibited
7 practices in this matter and the remedies requested by the RPPA must be granted.

8 **b. Failure to process the grievance.**

9 NRS 288.150(2)(o) mandates that “[g]rievance and arbitration procedures for
10 resolution of disputes relating to interpretation or application of collective bargaining
11 agreements” are mandatory topics of bargaining. Much as the question on whether the
12 unilateral change to the discharge and discipline procedures is a prohibited practice, the Board
13 has already addressed and concluded that the refusal to process a grievance under the
14 bargained for grievance process is a prohibited practice. In the Jenkins case, the Board
15 specifically addressed this very question and held that

16 “Grievance procedures are a mandatory subject of bargaining. NRS
17 288.150(2)(0). One component of the employer's obligation to
18 bargain in good faith is the obligation to follow the bargained-for
19 grievance procedure. When the collective bargaining agreement
20 allows for a grievance to be filed and the employer then refuses
21 to process that grievance under the negotiated process, the
22 employer violates the Act. Kallsen v. Clark County School Dist. No.
23 393B, Case No. AI-045598 (1998); see also Advanced Architectural
24 Metals, Inc., 351 N.L.R.B., 1208, 1217 (2007).”

25 Jenkins, Item No. 775A at 9-10:25-3. Given that the Board has already established that the
26 refusal to follow the bargained for grievance-arbitration process is a prohibited practice, there
27 is nothing left for the Board to determine in this matter. The City’s failure to process the
28

1 grievance violated NRS 288.150 and NRS 288.270. Therefore, the City has committed
2 prohibited practices in this matter and the remedies requested by the RPPA must be granted.

3 **IV. NAC 288.250(1)(c) STATEMENT**

4 The RPPA is not aware of any outstanding, pending or anticipated judicial or
5 administrative hearing related to this matter.

6 **V. LIST OF POTENTIAL WITNESSES**

7
8 A. Josh Sanford - RPPA Board Member. Mr. Sanford is expected to testify to the
9 facts and circumstances surrounding the Complaint and the actions taken by the City during
10 the time periods encompassed in the Complaints.

11 B. Christian Hoyt – RPPA member. Mr. Hoyt was the subject of the IA
12 investigation and is the member for whom the RPPA filed the grievance. Mr. Hoyt is expected
13 to testify to the relevant facts and circumstances brought forth in the Complaint to which he
14 has knowledge and the actions taken by the City related to the issues in the Complaint.

15 C. Ron P. Dreher – Former RPPA member. Mr. Dreher is an expert on
16 negotiations and labor relations. Mr. Dreher is expected to testify to meaning of the language
17 in the collective bargaining agreement, to include the discharge and discipline procedures as
18 well as the internal investigations and grievance processes.

19 E. All witnesses identified by the City (Respondent).

20 F. Additional witnesses may be supplemented based on newly developed
21 information.

22 **VI. ESTIMATED TIME**

23 Complainant estimates that it will need six (6) hours to present its position.

24 **VII. CONCLUSION**

25 As noted herein, the unilateral changes to the bargained for processes under the
26 collective bargaining agreement have been previously decided by this Board and found to be
27 violations of the Nevada Government Employee-Management Relations Act. Wherefore, the
28 actions taken by the City against Officer Hoyt and the RPPA constitute prohibited practices
under NRS Chapter 288.

1 **THEREFORE**, Complainant prays for relief as follows:

- 2 a. A finding that the conduct of Respondent as referenced herein constitutes
- 3 prohibited practices under Chapter 288 of the Nevada Revised Statutes;
- 4 b. A finding that Respondents failed to bargain in good faith;
- 5 c. A finding that Respondent made unilateral changes to the discipline and
- 6 discharge procedures which are mandatory topics of bargaining;
- 7 d. A finding that Respondent made unilateral changes to the grievance-arbitration
- 8 procedures which are mandatory topics of bargaining;
- 9 e. An order requiring Respondent to cease in violating N.R.S. 288.270;
- 10 f. An order requiring Respondent to comply with NRS 288.150 and cease making
- 11 unilateral changes to the CBA and to mandatory topics of bargaining.
- 12 f. An order requiring Respondent to pay the Complainant's reasonable attorney
- 13 and representatives' fees and expenses in bringing this action; and
- 14 j. Any and all other relief that the Employee Management Relations Board deems
- 15 appropriate.
- 16
- 17
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- 19

20 DATED this 5th day of May, 2025.

21 /s/ Ronald J. Dreher_____

22 Ronald J. Dreher

23 NV Bar No. 15726

24 DREHER LAW

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CERTIFICATE OF SERVICE

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Reno Police Protective Association and that on this date I served a true and correct copy of the preceding document addressed to the following:

Karl S. Hall
Reno City Attorney
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by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 5th day of May, 2025.

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City of Reno (Respondent)
Prehearing Statement

FILED
May 6, 2025
State of Nevada
E.M.R.B.
5:06 p.m.

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STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

RENO POLICE PROTECTIVE
ASSOCIATION

Case No.: 2025-006

Complainant,

vs.

CITY OF RENO,

Respondent.

/

RESPONDENT CITY OF RENO'S PREHEARING STATEMENT

Pursuant to NAC 288.250, the City of Reno (the "City") hereby submits its Prehearing Statement.

BACKGROUND

This case concerns administrative procedure following an investigation by the Internal Affairs Division of the Reno Police Department that sustained Reno Police Officer Christian Hoyt, a member of the Reno Police Protective Association (RPPA), for violation of the Department's General Order #P-430-05 – Code of Conduct / Values and Ethics.

1 While the Complaint in this case does not concern Officer Hoyt's conduct or the Internal
2 Affairs investigation itself, background regarding the underlying incident and the process leading
3 up to the administrative outcome will be instructive for the Board as it considers the City's actions.

4 **Underlying Incident.**

5 On August 22, 2023, Reno Police Department (RPD) Officer Christian Hoyt was seated in
6 his fully marked police pickup truck in the area of 133 N. Virginia Street. He was on the phone
7 with a security officer from a nearby casino. Hoyt had called the casino to obtain video surveillance
8 from a previous case, and at the same time, security was informing him of an unrelated call for
9 service in connection with a trespasser they had in custody. While in his truck, Hoyt was
10 approached by Walter England, a civilian with no connection to the cases Hoyt was working on.
11 England was on the sidewalk filming Hoyt with his cell phone. As England approached Hoyt's
12 passenger side window, Hoyt asked England if he (Hoyt) could help him (England).

13 England greeted Hoyt: "Hey, how you doin'?" Hoyt replied: "Good, can I help you with
14 something?" England asked: "What's going on out here?" (At the time, there were several police
15 officers and police vehicles in the area.) Hoyt responded to England: "Nothing." England asked:
16 "Nothing?" Hoyt then asked: "Can you step away from my vehicle please?" England leaned
17 forward and asked: "Excuse me?" Hoyt again asked: "Will you step away from my vehicle
18 please?" England responded: "Step away from your vehicle?" Hoyt answered "Yeah." After a
19 brief pause, Hoyt again asked: "Is there something I can help you with?" England then stated:
20 "Okay, this is our vehicle actually, the city's vehicle." Hoyt then exited his vehicle, ended his
21 phone call, and walked around the front of the truck to address England. Hoyt asked: "What can I
22 help you with sir?" England asked: "How you doin'?" Hoyt responded: "Is there something I can
23 help you with?" England responded, "No, you jumped out of your vehicle—" England continued
24 to talk, but was interrupted by Hoyt asking: "Why are you interfering with our investigation?"
25 England asked: "Interfering!? That's a physical thing. I'm walking on a public sidewalk recording
26 you during the course of your duties—what are you talking about?" Hoyt spoke over England mid-
27 sentence, saying: "Is there something I can help you with?"
28

1 As England spoke in response, Hoyt detained him, pulling England's arm behind his back,
2 taking England's cell phone away, ending England's recording and live-stream, and handcuffing
3 England. The elapsed time between when England first contacted Hoyt inside his vehicle, and the
4 time he was detained by Hoyt, was approximately 49 seconds. Hoyt transported England to the
5 Washoe County Detention Facility. The ride was uneventful, and England was booked without
6 incident.

7 When Hoyt informed his supervisor, RPD Sergeant Anthony Della, of the arrest, Della
8 reviewed the footage from Hoyt's bodyworn camera as well as Hoyt's probable cause declaration
9 supporting the arrest. He then visited England at the jail where he received consent from England
10 to review the video that England had taken on his phone leading up to the time of arrest. Upon this
11 review, Sgt. Della concluded that Hoyt lacked probable cause to arrest England. This was due to
12 England being passive, never leaving the sidewalk, and not delaying an investigation. Sgt. Della
13 deduced that England could have known that Hoyt was in the middle of an investigation, so he
14 could not have been willfully obstructing it. England also complied with the instructions given by
15 Hoyt. Sgt. Della informed his own supervisor of this, and completed a prisoner waiver form to
16 have England released from jail without charges being filed.

17 Following the incident, RPD Internal Affairs (IA) conducted an investigation of Hoyt's
18 conduct for a possible policy violation. Hoyt was sustained for a violation of RPD's Code of
19 Conduct and Values and Ethics, specifically as to its "Reverence for the Law/Constitutional
20 Requirements."

21 **Investigation; Administrative Process; Appeal.**

22 The IA investigation into Hoyt's conduct found *twenty* discrete factual findings regarding
23 the incident and Hoyt's probable cause declaration that led to the conclusion of a sustained policy
24 violation. They are summarized from the IA Report as follows:

- 25 1. Per NRS 171.1233, England was within his rights to record Hoyt, as he was recording law
26 enforcement activity and he himself was not under arrest at the time.
- 27 2. Hoyt claimed in his IA interview that he was concerned with not being able to see if
28 England was holding a weapon at the side of his vehicle. However, this concern was
satisfied once he exited his vehicle to speak to England and could see both of his hands
were occupied.

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3. England was within his rights to ask law enforcement officers questions.
4. There is no evidence to suggests that England would have known, without asking questions, that Hoyt was conducting an investigation, therefore he could not have been “willfully” delaying Hoyt’s investigation, which is the statutory standard.
5. Hoyt only asked England to step away from his vehicle; he never formally ordered or commanded him to.
6. Hoyt only asked England why he was interfering with his investigation, but he never told England he was interfering with an investigation, and never explained to him how he was interfering.
7. Hoyt never gave England any direction where he could stand and record from.
8. Though he asked England why he was interfering with his investigation, Hoyt didn’t allow England to ask questions or make clarifications.
9. England was under no legal obligation to provide Hoyt with any explanation as to what his “intentions” were at the time.
10. Per NRS 171.123, an officer may detain any person whom the officer encounters only under circumstances which reasonably indicate that the person has committed, is committing or is about to commit a crime or civil infraction. These circumstances were not present.
11. In his interview, Hoyt stated he was trying to determine if the delay being caused by England was “willful”. Hoyt said that was the reason he asked him, “Why are you interfering in our investigation?” When England responded, “Interfering!? That’s a physical thing.” Hoyt took this as probable cause that [England’s] intentions were willful.” Hoyt further stated that since England “argued” with him, England was then “willful and unlawful”. These are not reasonable explanations as to why he detained or arrested England.
12. England was recording Hoyt during normal law enforcement activities and was asking reasonable questions that could be asked by any member of the public. One of his hands was holding a cell phone, while the other was holding a plastic bag. There was no reason to believe at that point he may have been armed and presently dangerous as defined by *Terry v. Ohio*.
13. There was no reasonable suspicion to detain England in the first place or reasonable belief that England may have been armed or dangerous to frisk him for weapons. Therefore, his ordering of England to sit after placing him in handcuffs was not lawful, and his arrest of England for those reasons was without cause.

1 14. In his interview, Hoyt stated he never received any prior information that England was ever
2 a physical threat or was known to carry weapons.

3 15. Hoyt claimed in his report and interview that England was “berating” him prior to being
4 detained. However, Hoyt’s bodyworn camera video and England’s YouTube video showed
5 this not to be the case. Hoyt also claimed that England “yelled” at him, which also is not
6 depicted in either video.

7 16. Since Hoyt did not have reasonable suspicion to detain England, he had no right to stop his
8 live stream or recording of police activity.

9 17. Hoyt believed that a security guard’s statement claiming that England reached into his
10 vehicle strengthened his probable cause, but video proved that this did not occur.

11 18. Hoyt stated in his interview that his intent was to tell England that he could film from a
12 reasonable distance. He stated that if he could have had a “good conversation” with
13 England, he would have released him. However, the videos show that Hoyt made no
14 attempt to have a conversation with England, and he never made any attempt to explain to
15 England where he could film from.

16 19. At one point in Hoyt’s interview, he stated that England was “standing too close to my
17 vehicle to be able to see his other hand or waistband where subjects typically hold weapons,
18 and presented an officer safety concern as I did not know who he was or the nature of his
19 intentions.” Hoyt contradicted his own statement during the interview, at one point saying,
20 “I recognize him as the dude from this briefing slide,¹ and so I realized he’s an officer
21 safety concern, he’s outside my window, I’ve asked him twice to walk away, he’s refusing
22 to comply.”

23 20. England was arrested in violation of NRS 199.280(3). There was no evidence that England
24 “willfully” resisted, delayed or obstructed Hoyt in discharging or attempting to discharge
25 any legal duty of his office, therefore he should not have been arrested.

26 Pursuant to RPD’s disciplinary process, when an IA investigation sustains a policy
27 violation by an officer, supervisors within the officer’s chain of command (beginning with the
28 immediate supervisor) read the IA Report and make their disciplinary recommendations up the
chain of command. Following review and recommendation by the Assistant Chief, the disciplinary
recommendation is presented to Police Chief Kathryn Nance, who has the discretion to make the
final disciplinary recommendation, subject to appeal. If the officer disagrees with the disciplinary

¹England was known to RPD as a frequent “auditor,” meaning he regularly films law enforcement officers on duty to monitor their behavior. At least one other RPD officer had experienced a run-in with England, so RPD management had alerted officers of the likelihood of encountering England, and how to properly treat him and other auditors.

1 recommendation presented to the Chief, he or she has a due process right to a pre-disciplinary
2 hearing with the Chief. In this case, Hoyt elected to have a pre-disciplinary hearing.

3 Officers can use the time provided for their hearings however they see fit. The hearing is
4 an officer's opportunity to communicate directly with the Chief about the matter and offer any
5 additional context they want the Chief to have which is not contained in the Report, and/or which
6 might mitigate any discipline they receive. For example, officers commonly use this hearing to
7 apologize, to explain what they have learned from the process and how they have worked to
8 improve, or to explain personal problems that may have contributed to their policy violations.

9 Hoyt's pre-disciplinary hearing was July 22, 2024. Hoyt used his time to argue at length
10 that he had not violated any law or policy. He offered case law (from other jurisdictions with
11 inapplicable laws) to support his position. He cited the secondhand opinions of other officers who
12 apparently believed he had acted appropriately toward England (based on Hoyt's personal account
13 of the arrest). Neither approach was persuasive. On August 14, Chief Nance issued a memorandum
14 providing her disciplinary recommendation:

- 15 1. One day of suspension without pay; and
- 16 2. One day, five hours of training related to
 - 17 a. First Amendment issues;
 - 18 b. 2020 Nevada Assembly Bill 3²;
 - 19 c. NRS 171.1233 (Recording law enforcement activity);
 - 20 d. NRS 199.280 (Resisting a public officer);
 - 21 e. Any other relevant statutes and/or case law.

22 Hoyt exercised his contractual right to appeal this recommendation by filing a written
23 appeal with the City Manager's Office. The hearing at the City Manager's level occurred October
24 24, 2024. At this phase, Hoyt had different legal counsel and raised new arguments. This time, the
25 argument focused on the statutory standard for the crime of resisting a police officer (NRS
26 199.280). Essentially, Hoyt argued that detention and arrest were appropriate because England was
27 obstructing Hoyt.³

28 ² AB3, which enshrined the public's right to video record law enforcement activity, has since been codified in NRS 171.1233.

³ While the merits of Hoyt's legal argument regarding obstruction are not at issue in this case, it is worth noting that neither Internal Affairs, nor any superior officer, nor any RPD trainer, nor any training materials provided by RPD,

1 After hearing and considering Hoyt's new arguments, Reno City Manager Jackie Bryant
2 issued her Disciplinary Memorandum on November 8, 2024. Manager Bryant rescinded the
3 disciplinary decision of Chief Nance, and instead imposed eighty hours of training related to the
4 same issues that Chief Nance had identified in her own memorandum. Manager Bryant's
5 memorandum explicitly clarified that "the finding for the violation... was sustained. Please note
6 the recurrence of a [General Order] violation for similar conduct may result in disciplinary action
7 up to and including termination."

8 The decision set forth in the November 8 Memorandum initiated a series of
9 correspondence. First, Hoyt's legal counsel emailed Manager Bryant to advance the position that
10 because discipline was being removed, "we believe this means that the IA is either not-sustained
11 or exonerated," and asked for clarification on that point.

12 Manager Bryant responded by repeating that the recommended training was a result of a
13 sustained IA finding—a finding which stood because of the policy violation.

14 Counsel then argued that the sustained IA finding was disciplinary in nature because it
15 would remain in Hoyt's file and could be used for future same or similar alleged behavior. Counsel
16 argued that there is no mechanism for such discipline in the CBA, and including it would be a
17 unilateral change to the negotiated discipline procedures. Counsel again requested that the
18 sustained finding be removed.

19 Manager Bryant responded:

20 "Internal Affairs (IA) investigative dispositions are impartial findings of evidentiary
21 facts. While the findings of an IA investigation may be grounds for discipline, the
22 findings themselves do not constitute discipline. Under Article 29 of the RPPA
23 CBA, discipline is defined as discharge, demotion, suspension and written
24 reprimands."

25 Counsel then *agreed* that the sustained IA finding was not discipline, and expressed
26 satisfaction that the sustained IA would not be used as the basis for enhanced or progressive
27

28 support Hoyt's reading of NRS 299.180 and case law relevant to it, to the extent that it would vindicate Hoyt's
detention and arrest of England under the circumstances. These arguments were considered, and ultimately rejected,
by Manager Bryant.

1 discipline for future same or similar incidents (which directly disregarded the clear directive of the
2 November 8 Disciplinary Memorandum).

3 On December 4, 2024, Manager Bryant responded:

4 “We do not have the same understanding. To clarify, this sustained IA investigation
5 may be used as the basis for enhanced or progressive discipline against
6 Officer Hoyt in any future alleged incidents involving the same or similar policy
violations per the operative CBA and City/RPD policy and procedure.”

7 On December 12, 2024, Hoyt, through his legal counsel, attempted to file a contractual
8 grievance to appeal the sustained finding. Counsel attempted to tie the grievance to the finding
9 “that was maintained on December 4, 2024,” referring apparently to the date of Manager Bryant’s
10 most recent email. Management viewed this as a clear attempt to fabricate a new injury date of
11 December 4 so that the grievance would be accepted as timely. This new injury was apparently
12 based on the content of emails exchanged after the formal decision was *actually* issued on
13 November 8, 2024—a decision that stated unequivocally that the IA finding was sustained and
14 that similar future conduct could result in discipline. To properly grieve that decision under the
15 applicable CBA, the Reno Police Protective Association (RPPA) would have had to file its
16 grievance within ten working days (*i.e.*, by November 22, 2024). In any event, however, the CBA
17 has no mechanism under which the association or its members may grieve a sustained IA finding,
18 absent any discipline. Manager Bryant therefore responded on December 13, 2024 that the content
19 of the complaint was not subject to grievance under the CBA.

20 On December 31, 2024, RPPA improperly attempted to move the matter to arbitration. On
21 January 6, 2025, the City refused to participate in arbitration that was based on an untimely
22 grievance, regarding subject matter that is not even grievable under the CBA, *i.e.*, training.
23 Following that refusal, the RPPA filed the instant prohibited practices complaint on March 24,
24 2025.

25 **(A) STATEMENT OF ISSUES OF FACT AND LAW**

26 **1) Issues of Fact.**

27 Based on the Complaint, the City is only aware of one disputed issue of fact. The Complaint
28 alleges that Manager Bryant “determined that the issue investigated concerning Officer Hoyt was

1 based on a lack of training.” The record in this case does not reflect such a determination by
2 Manager Bryant. Rather, the formal Memorandum disposing of the appeal merely “rescind[ed] the
3 disciplinary decision related to [Hoyt’s] conduct,” and instead “recommend[ed] the Chief of Police
4 have [Hoyt] attend eighty (80) hours of training.” Moreover, the IA Report concluded that Hoyt
5 *had been trained* on NRS 171.1233 and First Amendment auditors—a training that was in fact
6 conducted by his own supervisor, Sgt. Della.

7 This distinction may be relevant because the Complaint’s characterization implies that the
8 policy violation occurred because RPD failed to properly train Hoyt; in other words, that the
9 incident was the fault of the Department, not that of Hoyt. This is inaccurate.

10 Apart from that factual issue, the parties may differ in their portrayal of the detainment and
11 arrest of Walter England, however, it does not appear from the Complaint in this case that the facts
12 surrounding that incident are in dispute, nor are the merits and conclusions of the IA investigation.⁴
13 Rather, the Complaint contends entirely with the disposition of Hoyt’s appeal to the City Manager.

14 The following facts are relevant to the City’s defense:

- 15 1. The IA investigation determined that Hoyt’s actions toward England violated
16 Department policy, and were contrary to state and federal law.
- 17 2. The IA investigation determined that Hoyt’s actions toward England were contrary to
18 training Hoyt had received specifically regarding how to respond to people filming the
19 police, and when they may be arrested for obstructing and resisting.
- 20 3. The Investigation was fair and compliant with NRS 289 and established RPD
21 procedures.
- 22 4. The sustained finding of a policy violation in the IA Report has not been disturbed or
23 overturned.
- 24 5. Hoyt’s due process rights were observed, as he had an opportunity to be heard by both
25 the Police Chief and the City Manager.
- 26 6. Manager Bryant did not overturn the sustained finding of a policy violation.

27
28 ⁴ For example, though there is video evidence of Hoyt’s encounter with England, the City does not intend to present
it as evidence, as it is not germane to the adjudication of the Complaint.

1 7. Manager Bryant believed that under the circumstances, additional training would
2 provide a more constructive outcome for Hoyt (and, by extension, the Department) than
3 a letter of reprimand or a suspension.

4 8. Discipline is defined unambiguously in the CBA exclusively as “discharge, demotion,
5 suspension and written reprimands.”

6 9. The City imposed none of the above outcomes on Hoyt.

7 **2) Issues of Law.**

8 1. Is an administrative referral for training subject to grievance arbitration under the
9 applicable CBA?

10 2. Is a sustained policy violation, with no disciplinary action imposed, an
11 impermissible change in disciplinary process?

12 3. Is a sustained policy violation, with no disciplinary action imposed, subject to
13 grievance arbitration?

14 **(B) MEMORANDUM OF POINTS AND AUTHORITIES**

15 By the letter of the negotiated collective bargaining agreement between the parties of this
16 case, training is not part of the definition of discipline. Moreover, Nevada law has a statutory and
17 regulatory scheme in which training and discipline are treated as separate concepts. For example,
18 NAC 284, which governs the Human Resources System of the State of Nevada, differentiates
19 between “Training and Education” (NAC 284.482-522) and “Disciplinary Procedures” (NAC
20 284.638-6563). The latter, like the CBA at issue in this case, encompasses written reprimands,
21 suspensions, and dismissals. *Id.* It does not include training. “Training and Education” regulations,
22 meanwhile, do not reflect a punitive intent.

23 Similarly, the National Labor Relations Act outlines various unfair labor practices related
24 to discipline, but does not categorize training as such. Unfair labor practices by employers include
25 actions that interfere with, restrain, or coerce employees in the exercise of their rights, or
26 discriminate in regard to hire or tenure of employment. 29 U.S.C.A. § 158. The provisions concern
27 actions that impact employment conditions, such as discipline, rather than training.

1 By sustaining the policy violation Hoyt was found to have committed, and referring him
2 for training, the City did not unilaterally change disciplinary procedures, as the Complaint alleges.
3 The City in fact negotiated disciplinary procedures when it bargained for the term “discipline” to
4 be defined exclusively as discharge, demotion, suspension, and written reprimands. Additionally,
5 Article 27 of the CBA expressly vests the Police Chief with “full authority in matters of training,
6 safety, health, and sanitation affecting employees.”

7 It is the Complainant that seeks to alter established disciplinary procedures by attempting
8 to file a grievance over the Chief’s exercise of authority expressly granted to her. Under the CBA,
9 even a written reprimand (which *does* constitute discipline) is not arbitrable. It defies logic that the
10 Complainant is not permitted to grieve the issuance of a written reprimand, but should be permitted
11 to grieve a referral for training, which is at the discretion of the Chief and not punitive in nature.

12 Like training, a sustained policy violation in and of itself does not constitute discipline
13 under the CBA. As Manager Bryant communicated to counsel, “Internal Affairs (IA) investigative
14 dispositions are impartial findings of evidentiary facts. While the findings of an IA investigation
15 may be grounds for discipline, the findings themselves do not constitute discipline.” Counsel
16 concurred with this assessment, replying: “The RPPA agrees that the sustained IA is not
17 discipline.” Accordingly, Complainant has no basis to argue that the outcome of the appeal process
18 is a prohibited practice or a violation of the CBA.

19 Based on correspondence between Manager Bryant and counsel for the RPPA, the Complainant
20 takes issue with the concept that the sustained policy violation may be considered in the future
21 for enhanced discipline against Hoyt in the event of same or similar incidents. This flies in the
22 face of the concept of progressive discipline, in which a pattern of sustained conduct can and
23 should be considered. To suggest otherwise is to assert that no discipline may result from acting
24 contrary to training,

25 The Complaint does not contend that the City lacks the ability to discipline Hoyt under the
26 circumstances. Curiously, if Manager Bryant had upheld the suspension recommended by Chief
27 Nance, the parties would not be before the EMRB at all. But because she *reduced* the outcome to
28 below the disciplinary threshold, this case is now before the Board. The upshot of the Association

1 filing its Complaint herein is that it disagrees with the premise that the City Manager should be
2 able to reduce a disciplinary outcome to an order to attend training.

3 Hoyt could have been disciplined in this instance and he was not; It is absurd to suggest
4 that similar conduct in the future should not result in discipline that considers the fact that he was
5 referred for eighty hours of training on the topic, and the conduct nonetheless recurred. The
6 existence of a sustained policy violation in Hoyt's employee file is therefore proper.

7 **(C) OTHER PROCEEDINGS**

8 The City is not aware of any other pending or anticipated proceedings related to the
9 subject of this case.

10 **(D) LIST OF ANTICIPATED WITNESSES AND QUALIFICATIONS**

11 1. Jackie Bryant, Reno City Manager.

12 Manager Bryant is the City's Chief Executive Officer. She heard Hoyt's appeal of the
13 Police Chief's disciplinary recommendation and made the decision to refer him for additional
14 training rather than discipline. She upheld the IA finding of a sustained policy violation.

15 2. Kathryn Nance, Chief of the Reno Police Department.

16 Chief Nance is the Department Head of RPD and presided over Hoyt's predisciplinary
17 hearing. Chief Nance upheld the IA finding of a sustained policy violation. She has decades of
18 police and administrative experience.

19 3. Anthony Della, RPD Sergeant.

20 Sgt. Della was Hoyt's supervisor at the time of the incident, and additionally conducted
21 training relevant to First Amendment auditors and the law on obstructing/resisting charges, prior
22 to Hoyt's encounter with England. He is familiar with the statutory standards for such arrests.

23 4. Ryan Connelly, RPD Lieutenant, Internal Affairs Division.

24 Lt. Connelly oversees the IA Division and reports directly to Chief Nance. He can speak
25 to Department administrative standards and past practice with regard to how, when, and why
26 officers are referred for training.

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5. Jill Atkinson, Assistant Director of Human Resources.

Assistant Director Atkinson has decades of Human Resources experience and expertise in industry standards for training and progressive discipline.

6. Any other witnesses based on information discovered after the date hereof (to include the Complainant’s witnesses).

(E) ESTIMATION OF TIME NECESSARY FOR HEARING

The City estimates that it will take approximately two hours to present its position.

DATED this 6th day of May, 2025

KARL S. HALL
Reno City Attorney

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/s/ Jeanette Sparks
Jeanette Sparks, Legal Assistant

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