

FILED
December 18, 2025
State of Nevada
E.M.R.B.
7:47 a.m.

1 ANTHONY L. HALL, ESQ.
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11 *Attorneys for Complainant*
12 *City of Reno*

13 **BEFORE THE STATE OF NEVADA**

14 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

15 **CITY OF RENO,**

16 Complainant,

17 Case No.: 2025-026

18 vs.

19 INTERNATIONAL ASSOCIATION OF FIRE
20 FIGHTERS, LOCAL 731,

21 Respondent.

22 INTERNATIONAL ASSOCIATION OF FIRE
23 FIGHTER, LOCAL 731,

24 Case No.: 2025-027

25 Complainant,

26 vs.

27 CITY OF RENO,

28 Respondent.

29 **STIPULATION TO CONSOLIDATE CASES**

30 COMES NOW, Complainant City of Reno and Respondent International Association of
31 Fire Fighters, Local 731 and Complainant International Association of Fire Fighters, Local 731 and

SIMONS HALL JOHNSTON PC
690 Sierra Rose Dr.,
Reno, NV 89511
Phone: (775) 785-0088

1 Respondent City of Reno, by and through their undersigned counsel of record, hereby agree and
2 stipulate to consolidate Case No. 2025-027 with Case No. 2025-026 in accordance with NAC
3 288.275 as “[t]he Board may consolidate two or more cases in any one hearing when it appears that
4 the issues are substantially the same and that the rights of the parties will not be prejudiced by a
5 consolidated hearing.”

6 Parties agree that both Case No. 2025-027 and Case No. 2025-026 have issues that are
7 substantially similar and arise out of the same/similar operative facts. Accordingly, Parties agree
8 that the consolidation of the above-mentioned case is appropriate.

9
10 DATED this 17th day of December, 2025. DATED this 17th day of December, 2025.
SIMONS HALL JOHNSTON PC

11
12 
13 Anthony L. Hall, Esq.
14 Nevada Bar No. 5977
15 Jonathan A. McGuire, Esq.
16 Nevada Bar No. 15280
17 690 Sierra Rose Drive
18 Reno, NV 89511
19 *Attorneys for Complainant*

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21 
22 Jeffrey F. Allen, Esq.
23 Nevada Bar No. 9495
24 2941 Carmelo Drive
25 Henderson, NV 89052
26 *Attorney for Respondent*

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CERTIFICATE OF SERVICE

I, Terri Tribble, declare:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Simons Hall Johnston PC. My business address is 690 Sierra Rose Dr., Reno, NV 89511. I am over the age of 18 years and not a party to this action.

On the below date, I served the foregoing **STIPULATION TO CONSOLIDATE** by causing the document to be served via email, addressed as follows:

Jeffrey F. Allen, Esq.
2941 Carmelo Drive
Henderson, NV 89052
jeffreyfallen@aol.com
Attorney for Respondent
International Association of Fire Fighters, Local 731

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on December 18, 2025.

s/ Terri Tribble
Employee of Simons Hall Johnston

Case 2025-026

City of Reno

v.

IAFF, Local 731

1 ANTHONY L. HALL, ESQ.
Nevada Bar No. 5977
2 AHall@SHJNevada.com
JONATHAN A. MCGUIRE, ESQ.
3 Nevada Bar No. 15280
JMcGuire@SHJNevada.com
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Telephone: (775) 785-0088
6
7 *Attorneys for Complainant -
City of Reno*

FILED
November 21, 2025
State of Nevada
E.M.R.B.
1:58 p.m.

8
9 **BEFORE THE STATE OF NEVADA**
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12 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**
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14

15 **CITY OF RENO,**

16 Case No.: 2025-026

17 Complainant,

18 Panel:

19 **vs.**

20 **INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 731,**

21 **Respondent.**

22 **COMPLAINT**

23 **COMES NOW**, Complainant City of Reno (“Complainant” or “City”), by and through its
24 undersigned counsel of record, and hereby charges Respondent International Association of Fire
25 Fighters, Local 731 (“IAFF”) with practices prohibited by NRS 288.270(2)(b), NRS 288.270(2)(d),
and NRS 288.180(2). Accordingly, Complainant hereby complains and alleges as follows:

26 **PARTIES**

27 1. The Complainant is a political subdivision as defined by NRS Chapter 41 and is a
local government employer under NRS 288.060. The City’s mailing address is 1 E. First St., Reno,
Nevada 89501.

28 2. IAFF is an employee organization as defined in NRS 288.040, and maintains offices
in the City of Reno, with its mailing address as 9590 S. McCarran Blvd., Reno, Nevada 89523.

1

JURISDICTION

2 3. NRS 288.270(2)(b) states, “[i]t is a prohibited practice for a local government
3 employee or for an employee organization or its designated agent willfully to [...] [r]efuse to bargain
4 collectively in good faith with the local government employer, if it is an exclusive representative, as
5 required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including
6 mediation and fact-finding, provided for in this chapter.”

7 4. This Board has jurisdiction over this matter as the Complainant’s allegations arise
8 under Nevada Revised Statute Chapter 288 – Relations between Government and Public Employees.

9

GENERAL ALLEGATIONS

10 5. The City and IAFF entered into a Negotiated Agreement (the “CBA” or “Contract”)
11 in 1972.

12 6. Since the establishment of the CBA, the parties have regularly met to renegotiate the
13 terms of the CBA.

14 7. As a result of the long-standing CBA, the many negotiation sessions that resulted in
15 its current form, and revisions to statutory language, there are many areas of the CBA that require
16 revisions and updating. This is in addition to general changes in circumstance, such as seen in any
17 employment context, so as to require revisions and updating of the CBA.

18 8. The City and IAFF are currently involved in negotiations to update the CBA.

19 9. Negotiations related to the CBA began on March 12, 2025.

20 10. Jesse Puett appeared on behalf of the City as its Chief Negotiator.

21 11. Paul Salerno appeared on behalf of IAFF as its Chief Negotiator.

October 21, 2025, Negotiation Session

22 12. Negotiations between the City and IAFF continued on October 21, 2025, at 11:05
23 a.m.

24 13. At the onset of the October 21, 2025, negotiation session, the City provided a budget
25 update to IAFF.

26 14. IAFF inquired about various funding accounts, including the ending fund balance and
27 what amount was required by the State to be maintained. The City maintained the amount was 4%.

1 15. Thereafter, the City and IAFF entered into a tentative agreement as to Article 1
2 (Preamble), in which the City and IAFF agreed to create a repository of all memorandums of
3 agreement, memorandums of understanding, side letters and/or other agreements between the
4 parties.

5 16. Counsel for the City then provided a counterproposal to Article 8 (Salaries), which
6 pertains to NRS 288.150(2)(a). Specifically, the City deleted language referring to a COLA,
7 explaining that the City did not have the ability for a proposed 9% COLA and reiterated that the City
8 had budgeted accordingly based on the fact that IAFF had previously negotiated a one-year contract.

9 17. Counsel for IAFF claimed that the City had the ability to fund a 9% COLA, raising a
10 new argument that since the state only required a minimum of 4% ending fund balance, the City
11 could use the difference between the protective floor of 16.67% provided by NRS 354.6241 to fund
12 IAFF's proposed COLA.

13 18. To further negotiations, the City proposed numerous cost shifting options to
14 reallocate funding that could result in COLA funding for IAFF employees.

15 19. Counsel for IAFF responded with some interest, specifically indicating that IAFF
16 would take these cost shifting options into consideration.

17 20. While discussing the various cost-saving mechanisms proposed by the City, IAFF
18 suggested sunsets to some of the City's financial proposals. The City advised IAFF that it would
19 consider such ideas as it hadn't done so previously.

20 21. At that time, IAFF requested a caucus at 11:41 a.m. and bargaining resumed at 12:12
21 p.m.

22 22. In resuming bargaining, IAFF made several new proposals to the City.

23 23. For instance, IAFF sought to revise Article 4 (Hours of Duty) which pertains to NRS
24 288.150(2)(g). Specifically, IAFF proposed to revert to the original language of the provision with
25 the intent of moving towards a fourteen-day work week to mimic the pay period.

26 24. IAFF also proposed to revise Article 8 (Salaries) which pertains to NRS
27 288.150(2)(a). Specifically, IAFF's counterproposal was for IAFF members to receive a 5% raise
28 in July 2025, and 3% raise in January 2026.

1 25. Moreover, IAFF also sought to revise Article 9 (Overtime Compensation) which
2 pertains to NRS 288.150(2)(a). Specifically, IAFF changed the language of the provision to reflect
3 IAFF rules for overtime.

4 26. However, when counsel for the City requested more information as to IAFF's
5 proposal of overtime, IAFF expressly indicated that the subject would not be up for discussion.
6 IAFF's refusal to discuss the subject was made even though the entire CBA was open for
7 negotiations.

8 27. IAFF also resubmitted its proposal to revise Article 22 (Retirement), in which IAFF
9 sought to revert back to the original language of the CBA.

10 28. Thus, IAFF's proposals undoubtedly concern subjects of mandatory bargaining under
11 NRS 288.150(2).

12 29. In addition to its new proposals, IAFF also rejected a number of proposals made by
13 the City.

14 30. Specifically, IAFF's rejections included Article 2 (Management Rights); Article 3
15 (Recognition); Article 6 (Sick Leave); Article 20 (Vacancies and Promotions); Article 26 (Training);
16 and Article 38 (Strikes and Lockouts).

17 31. After rejecting the City's proposals, IAFF declared an impasse.

18 32. IAFF's declaration of impasse was made without providing the City an opportunity
19 to provide counter proposals to the items IAFF rejected nor did the City even have an opportunity
20 to caucus or even respond to IAFF's open proposals on mandatory bargaining subjects.

21 33. IAFF's declaration was improper and contrary to this Board's precedent. *See Washoe*
22 *County School District, Complainant, Washoe School Principals' Association, Respondent, Washoe*
23 *School Principals' Association, Complainant, Washoe County School District, Respondent*, Item No.
24 895, 2024 WL 1961222, at *13 (EMRB, March 29, 2024) (citing *City of Reno v. International*
25 *Association of Firefighters, Local 731*, Case No. A1-045472, Item No. 253-A (EMRB, Feb. 8, 1991)
26 (stating "the Board would send the parties back to the table to continue to negotiate when there is a
27 finding of bad faith when an impasse is declared.").

28 34. Upon IAFF's declaration of impasse, the City informed IAFF that they had one more

1 negotiation session scheduled for the following week on October 30, 2025, to which counsel for
2 IAFF responded “[w]e’ll totally meet, we’re not opposed to meeting.”

3 35. At that time, the October 21, 2025, negotiation session concluded.

4 **The City’s October 27, 2025, Correspondence**

5 36. On October 27, 2025, the City sent a letter to IAFF, informing IAFF that it improperly
6 declared an impasse. The City specifically outlined its reasoning for why an impasse is improper
7 based in part, by IAFF’s bad faith bargaining.

8 37. For instance, the City IAFF improperly declared impasse when it has open proposals
9 to which the City has not had the opportunity to respond to.

10 38. Moreover, IAFF declared impasse after IAFF rejected proposals from the City, which
11 were not the City’s last or final offers on those subjects, to which the City was not given an
12 opportunity to caucus or respond to IAFF’s counter offers.

13 39. Importantly, IAFF declared impasse without providing the City an opportunity to
14 review the new arguments concerning IAFF’s financial proposals that IAFF raised during the
15 October 21, 2025, negotiation session, demonstrating bad faith bargaining.

16 40. Upon the City’s review of IAFF’s argument justifying its financial proposals, the
17 proposal to use the ending balance fund violates the law. Accordingly, IAFF is participating in bad
18 faith bargaining by basing a final financial proposal on the City using funds that it legally cannot use
19 to pay for IAFF’s proposals. In turn, an impasse could not be reached because IAFF did not provide
20 a legitimate good faith offer.

21 41. While it is a permissive subject of bargaining for the IAFF to ask the City to go below
22 the 16.67% floor of the ending balance fund to fund IAFF’s proposals, IAFF’s declaring an impasse
23 based upon the City’s refusal to do so is improper as IAFF’s proposal is premised on that permissive
24 subject. IAFF’s actions constitute bad faith because IAFF’s offer is premised on the City accepting
25 IAFF’s proposal to utilize the ending balance fund, which IAFF cannot legally access such funding
26 without the City’s consent.

27 42. IAFF also violated its duty to bargain in good faith when IAFF expressly refused to
28 discuss compensation during the October 21, 2025, negotiation session while the parties were

1 discussing ways to potentially pay for a COLA, despite the entire contract being open for negotiation.

2 43. It is also clear that the parties are not at an impasse as IAFF's counsel clearly
3 indicated IAFF's intent during the October 21, 2025, negotiation session that it would still proceed
4 in conducting negotiations with the City at the next session scheduled for October 30, 2025.

5 44. In addition to its reasonings for why IAFF's declaration of impasse was improper,
6 the City requested that IAFF respond and produce the documents the City had previously requested
7 in its Request for Information ("RFI"). IAFF's failure to produce the documents requested is a clear
8 violation of its obligations pursuant to NRS 288.180(2) and prevents the parties from reaching
9 impasse as the City requested those documents to further negotiate the CBA.

10 45. The City also proposed a mutual tolling and status quo agreement to allow both
11 parties to continue to negotiate in hopes of reaching an agreement on the terms of a successor CBA.

IAFF's November 7, 2025, Response

13 46. In its response letter dated November 7, 2025, while IAFF disagrees that the impasse
14 is improper, IAFF expressly admits that the meeting scheduled for October 30, 2025, was a
15 negotiation session with the City.

16 47. Importantly, IAFF retracted its prior position that the City has the ability to pay for
17 IAFF's financial proposal through the use of the ending fund balance in its response. Such retraction
18 is indicative of bad faith bargaining in violation of NRS 288.270(2)(b).

19 48. IAFF also failed to respond as to how IAFF's financial proposals can be funded above
20 the 16.67% of the ending fund balance.

21 49. In its response to the City's request to produce the documents pursuant to the City's
22 RFI, IAFF improperly asserts that because the City and IAFF entered into a tentative agreement
23 under Article 1 (Preamble) to create a repository of all MOAs, MOUs, and other agreements between
24 the parties, that IAFF no longer has the obligation to produce such documents.

25 50. However, IAFF's actions of not timely producing the requested documents is a clear
26 violation of its obligation to bargain in good faith as the City requested the documents in order to
27 negotiate the entire contract. See NRS 288.270(2)(d).

51. As a result of IAFF's actions, the City filed this Complaint as IAFF is engaging in

1 bad faith bargaining in violation of NRS 288.270(2)(b) and improperly declared an impasse.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Complainant respectfully asks this Board:

- 4 1. For a finding that the conduct of IAFF as referenced herein constitutes prohibited
- 5 practices under Chapter 288 of the Nevada Revised Statutes;
- 6 2. For a finding that IAFF failed to bargain in good faith;
- 7 3. For an order that the IAFF bargain in good faith with the City as required by NRS
- 8 288.270(2)(b);
- 9 4. For an order requiring IAFF to cease in violating NRS Chapter 288;
- 10 5. For an order requiring the IAFF to comply with all applicable NRS Chapters;
- 11 6. For an award of attorneys' fees and costs of suit incurred herein pursuant to NRS
- 12 288.110(6); and
- 13 7. For such other and further relief as the Board deems proper.

14 DATED: November 21, 2025

15 BY: /s/ Jonathan A. McGuire
16 ANTHONY L. HALL, ESQ.
17 Nevada Bar No. 5977
AHall@SHJNevada.com
18 JONATHAN A. MCGUIRE, ESQ.
19 Nevada Bar No. 15280
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22 Reno, Nevada 89511
23 Telephone: (775) 785-0088
24 *Attorneys for Complainant*

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690 Sierra Rose Dr.
Reno, NV 89511
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

I, Terri Tribble declare:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Simons Hall Johnston PC. My business address is 690 Sierra Rose Dr., Reno, NV 89511. I am over the age of 18 years and not a party to this action.

On the below date, I served the foregoing **COMPLAINT** by causing the document to be served via email, addressed as follows:

Jeffrey F. Allen, Esq.
3425 West Craig Rd.
N. Las Vegas, NV 89032
jeffrey.fallen@aol.com
(702) 595-1127
Attorney for Respondent
IAFF 731

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on November 21, 2025.

/s/ Terri Tribble

Employee of Simons Hall Johnston

IAFF, Local 731 (Respondent)

Answer to Complaint

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FILED
December 8, 2025
State of Nevada
E.M.R.B.
9:21 a.m.

JEFFREY F. ALLEN, ESQ.
Nevada Bar No. 9495
2941 Carmelo Drive
Henderson, NV 89052
Phone: (702) 595-1127
Email: jeffreyfallen@aol.com

Attorney for Respondent,
International Association of Fire Fighters, Local 731

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

CITY OF RENO,) CASE NO.: 2025-026
Complainant,)
vs.) INTERNATIONAL ASSOCIATION
INTERNATIONAL ASSOCIATION OF FIRE) OF FIRE FIGHTERS, LOCAL 731'S
FIGHTERS, LOCAL 731,) ANSWER TO CITY OR RENO'S
Respondent.) COMPLAINT

COMES NOW, Respondent International Association of Fire Fighters, Local 731 ("IAFF"), by and through its counsel, Jeffrey F. Allen, Esq., and submits the following Answer to the City of Reno's ("City") Complaint:

PARTIES

1. IAFF admits the allegations in paragraph 1 of the City's Complaint.
2. IAFF admits the allegations in paragraph 2 of the City's Complaint.

JURISDICTION

3. IAFF admits the allegations in paragraph 3 of the City's Complaint.
4. IAFF admits the allegations in paragraph 4 of the City's Complaint.

GENERAL ALLEGATIONS

5. IAFF admits the allegations in paragraph 5 of the City's Complaint.

1 6. IAFF admits the allegations in paragraph 6 of the City's Complaint.
2 7. IAFF admits that some modifications to the Collective Bargaining Agreement
3 between the City and IAFF ("CBA") ought to be made. IAFF denies any remaining allegations
4 in paragraph 7 of the City's Complaint.

5 8. IAFF admits the allegations in paragraph 8 of the City's Complaint.
6 9. IAFF admits the allegations in paragraph 9 of the City's Complaint.
7 10. IAFF admits the allegations in paragraph 10 of the City's Complaint.
8 11. IAFF admits the allegations in paragraph 11 of the City's Complaint.

9 OCTOBER 21, 2025, NEGOTIATION SESSION

10 12. IAFF admits the allegations in paragraph 12 of the City's Complaint.
11 13. IAFF admits the allegations in paragraph 13 of the City's Complaint.
12 14. IAFF admits the allegations in paragraph 14 of the City's Complaint.
13 15. IAFF admits the allegations in paragraph 15 of the City's Complaint.
14 16. IAFF admits that the City provided a counterproposal for Article 8 (Salaries),
15 which pertains to NRS 288.150(2)(a) and that said proposal called for the deletion of language
16 providing for a cost of living adjustment ("COLA"). IAFF admits that the City claimed that it
17 could not afford to pay a raise for IAFF represented employees. IAFF admits that the City has
18 claimed that it failed to budget for any raise for IAFF represented employees for the current fiscal
19 year merely because IAFF previously negotiated a one year contract. IAFF denies any remaining
20 allegations in paragraph 16 of the City's Complaint.

21 17. IAFF denies the allegations contained in paragraph 17 of the City's Complaint.
22 To be clear, the IAFF has maintained throughout the negotiations that the City does not lack the
23 ability to pay for the proposals that IAFF has submitted in the negotiations.

24 18. IAFF admits that the City proposed some cost-shifting options in order to pay for
25 a COLA for IAFF represented employees. IAFF denies that the City's proposal furthered
26 negotiations. IAFF denies any remaining allegations in paragraph 18 of the City's Complaint.

27 19. IAFF denies the allegations in paragraph 19 of the City's Complaint.
28 20. IAFF admits that one of its negotiation team members asked generally if the
City's negotiation team had considered sunset clauses on certain provisions. IAFF admits that the

1 City's lead negotiator stated that the City would consider such a clause were one to be proposed.
2 IAFF denies any remaining allegations in paragraph 20 of the City's Complaint.

3 21. IAFF admits the allegations in paragraph 21 of the City's Complaint.
4 22. IAFF admits that when the negotiation meeting resumed it submitted a few
5 modified proposals to the City. IAFF denies any remaining allegations in paragraph 22 of the
6 City's Complaint.

7 23. IAFF admits that it submitted a modified proposal for Article 4 (Hours of Duty).
8 Said proposal- like the IAFF's initial proposal for Article 4- would implement a fourteen (14)
9 day FLSA cycle consistent with the standard fourteen (14) day work period. IAFF denies any
10 remaining allegations in paragraph 23 of the City's Complaint.

11 24. IAFF admits that it submitted a revised proposal on Article 8 (Salaries) which
12 pertains to NRS 288.150(2)(a). IAFF's modified proposal was for a 5% COLA effective July 1,
13 2025. IAFF denies any remaining allegations in paragraph 24 of the City's Complaint.

14 25. IAFF admits that it advised the City that it was effectively maintaining its initial
15 proposal on Article 9 (Overtime). IAFF did submit a modified proposal for Article 9 that
16 contained house-keeping language that the City had asked to be included. IAFF denies any
17 remaining allegations in paragraph 25 of the City's Complaint.

18 26. IAFF denies the allegations contained in paragraph 26 of the City's Complaint.
19 27. IAFF admits the allegations in paragraph 27 of the City's Complaint.
20 28. IAFF admits the allegations in paragraph 28 of the City's Complaint.
21 29. IAFF admits the allegations in paragraph 29 of the City's Complaint.
22 30. IAFF admits the allegations in paragraph 30 of the City's Complaint.
23 31. IAFF admits the allegations in paragraph 31 of the City's Complaint.
24 32. IAFF denies the allegations in paragraph 32 of the City's Complaint. Despite
25 declaring impasse and seeking to proceed to fact-finding, IAFF remains open to try to reach
26 agreements on open Articles and to resolve the impasse. Thus, there is nothing stopping the City
27 from making counter-offers on open Articles or from responding to IAFF's proposals.
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33. IAFF denies the allegations in paragraph 33 of the City's Complaint.
34. IAFF admits that the City's lead negotiator advised IAFF that the parties had

1 scheduled one more negotiation session. IAFF admits that its lead negotiator agreed that IAFF
2 would meet with the City despite having declared impasse. IAFF denies any remaining
2 allegations in paragraph 34 of the City's Complaint.

3 35. IAFF admits the allegation in paragraph 35 of the City's Complaint.

4 **THE CITY'S OCTOBER 27, 2025, CORRESPONDENCE**

5 36. IAFF admits that the City sent a letter that outlined its position. IAFF denies any
6 remaining allegations in paragraph 34 of the City's Complaint, particularly the substance of the
7 City's position.

8 37. IAFF denies the allegations contained in paragraph 37 of the City's Complaint.

9 38. IAFF denies the allegations contained in paragraph 38 of the City's Complaint.

10 39. IAFF denies the allegations contained in paragraph 39 of the City's Complaint.

11 40. IAFF denies the allegations contained in paragraph 40 of the City's Complaint.

12 41. IAFF denies the allegations contained in paragraph 41 of the City's Complaint.

13 42. IAFF denies the allegations contained in paragraph 42 of the City's Complaint.

14 43. IAFF admits that it is still open to attempting to resolve the impasse in
15 negotiations. IAFF denies any remaining allegations in paragraph 43 of the City's Complaint.

16 44. IAFF admits that the City referenced in its letter that it had previously submitted a
17 Request for Information to IAFF to produce side letters, MOUs or similar agreements between
18 the parties. IAFF had already agreed to assist the City in its endeavor of locating such documents.
19 In fact, on October 21, 2025, just six (6) days before the City sent its letter, a tentative agreement
20 was reached on Article 1 in which both parties committed to establishing a repository of all such
21 side letters, MOUs or similar agreements. IAFF denies any remaining allegations in paragraph
22 44 of the City's Complaint.

23 45. IAFF admits that the City proposed a mutual tolling and status quo agreement.
24 IAFF denies any remaining allegations in paragraph 45 of the City's Complaint.

25 **IAFF'S NOVEMBER 7, 2025 RESPONSE**

26 46. IAFF admits that it explained in its letter that its declaration of impasse was
27 proper. IAFF admits that it set forth in its letter that the City cancelled a negotiation meeting
28 scheduled for October 30, 2025. IAFF denies any remaining allegations in paragraph 46 of the

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City's Complaint.

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47. IAFF denies the allegations contained in paragraph 47 of the City's Complaint.

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1 To be clear, the IAFF has maintained throughout the negotiations that the City does not lack the
2 ability to pay for the proposals that IAFF has submitted in the negotiations.

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1 48. IAFF denies the allegations contained in paragraph 48 of the City's Complaint.

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1 49. IAFF denies the allegations contained in paragraph 49 of the City's Complaint.

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1 50. IAFF denies the allegations contained in paragraph 50 of the City's Complaint.

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1 51. IAFF denies the allegations contained in paragraph 51 of the City's Complaint.

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1 WHEREFORE, IAFF respectfully asks this Board for the following:

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1 1. That the City take nothing by reason of its Complaint on file herein;

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1 2. For a finding that IAFF did not commit a prohibited labor practice as alleged by the
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1 3. For a finding that IAFF did not engage in bad faith bargaining as alleged by the
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1 4. For an award of costs and reasonable attorney's fees;

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1 5. For such other and further relief as this Board may deem just and proper.

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1 JEFFREY F. ALLEN, ESQ.
1 Nevada Bar No. 9495
1 Attorney for Respondent,
1 International Assoc. of Fire Fighters, Local 731

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CERTIFICATE OF SERVICE

The undersigned, Jeffrey F. Allen, hereby certifies that on December 8, 2025, he emailed a copy of **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 731'S ANSWER TO CITY OR RENO'S COMPLAINT** to the following persons:

Anthony L. Hall, Esq.
Email: Ahall@SHJNevada.com
Jonathan A. McGuire, Esq.
Email: JmcGuire@SHJNevada.com
Simons Hall Johnston PC
Counsel for Complainant, City of Reno


Jeffrey F. Allen

Case 2025-027

IAFF, Local 731

v.

City of Reno

FILED
December 8, 2025
State of Nevada
E.M.R.B.
9:23 a.m.

1 JEFFREY F. ALLEN, ESQ.
2 Nevada Bar No. 9495
2941 Carmelo Drive
3 Henderson, NV 89052
Phone: (702) 595-1127
Email: jeffreyallen@aol.com

4 Attorney for Complainant,
5 International Association of Fire Fighters, Local 731

6 STATE OF NEVADA
7 GOVERNMENT EMPLOYEE-MANAGEMENT
8 RELATIONS BOARD

9 * * *

10 INTERNATIONAL ASSOCIATION OF
11 FIRE FIGHTERS, LOCAL 731, } CASE NO. 2025-027
12 Complainant, }
13 vs. } PROHIBITED LABOR PRACTICES
14 CITY OF RENO, } COMPLAINT
15 Respondent. }
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18 COMES NOW, Complainant International Association of Fire Fighters, Local 731
19 ("IAFF"), by and through its counsel, Jeffrey F. Allen, Esq., and submits the following Prohibited
20 Labor Practices Complaint against the City of Reno ("City").

21 1. At all relevant times herein, IAFF was and is an employee organization within the
22 meaning of Nevada Revised Statute ("NRS") §288.040.

23 2. At all times relevant herein, the City was and is a local government employer
24 within the meaning of NRS §288.060.

25 3. The City and IAFF have been parties to a Collective Bargaining Agreement
26 ("CBA") since at least going back to 1972.

27 4. The current CBA had a stated duration of July 1, 2024 through June 30, 2025 but
28 continues in force and effect from year to year until renegotiated pursuant to NRS Chapter 288.

1 5. IAFF sent the City a letter dated January 14, 2025 in which it advised the City that
2 it wished to negotiate a successor CBA pursuant to NRS Chapter 288.

3 6. The City and IAFF formalized ground rules in a written agreement dated March
4 12, 2025.

5 7. The City and IAFF subsequently had seven negotiation meetings to try to
6 renegotiate their CBA. The first meeting was held on April 4, 2025 and the last meeting was held
7 on October 21, 2025.

8 8. The City has engaged in surface bargaining throughout the negotiations. The City
9 has claimed an inability to pay any raises or benefits increases for IAFF represented employees for
10 the current fiscal year despite the fact that it has provided significant raises to all but one of the
11 nine other city bargaining units. The only bargaining unit that didn't receive a raise in the current
12 fiscal year is the Reno Fire Department Administrators' Association which had the salary
13 schedules for its bargaining unit increased by more than thirty percent in the prior fiscal year. The
14 other eight bargaining units received raises in the current fiscal year in an amount ranging from
15 three percent to five percent. The rank and file peace officer bargaining unit (represented by the
16 Reno Police Protective Association) also received an additional ten percent salary increase via
17 two new top steps. The truth is that the City does have the ability to pay for the raises and
18 benefits increases proposed by IAFF during these negotiations but it has simply refused to
19 consider same. The City has so refused because City management is angry and retaliating against
20 IAFF because IAFF refused to negotiate a multi-year contract in the last round of negotiations.

21 9. The City has made outlandish proposals during these negotiations that it knew, or
22 should've known, would never be acceptable to IAFF. This includes City proposals that would: 1)
23 Roll back the salaries of IAFF represented employees by five percent; 2) Eliminate minimum
24 staffing on the various fire apparatuses (which would create a safety hazard for IAFF represented
25 employees and yield sub-standard service for City residents); 3) Strengthen management rights; 4)
26 Eliminate additional pays and premium pays; 5) Make it more difficult for IAFF represented
27 employees to earn overtime; 6) Reduce the overtime rate which could conflict with the Fair
28 Labor Standards Act; and 7) Reduce the scope of issues that are subject to the grievance
procedures in the CBA.

10. When IAFF's negotiators asked the City's negotiators if the City would be willing
1 to consider giving up anything in exchange for any of the City's asks, the City's negotiators
2 responded in the negative. More generally, the City has never considered agreeing to any wages
3 or benefits increases for the IAFF at any point during these negotiations.

4 11. The City also engaged in delay tactics throughout the negotiations. The City
5 cancelled multiple negotiation meetings without legitimate cause. IAFF never cancelled a
6 negotiation meeting and was prepared to meet with the City at all times.

7 12. The City also refused to bargain over staffing based on the erroneous premise that
8 staffing is only a permissive subject of bargaining. For emergency responders such as IAFF
9 represented employees, staffing directly affects employee safety, which is a mandatory subject of
10 bargaining pursuant to NRS 288.150(2)(r).

11 13. Whereas IAFF tentatively agreed to nine proposals submitted by the City, the City
12 refused to sign any proposal submitted by IAFF.

13 14. After the seventh negotiation session on October 21, 2025, IAFF decided that it
14 could no longer wait to see if the City would be willing to take these negotiations seriously.
15 Strongly believing that IAFF's current proposals are reasonable and would be adopted by a
16 neutral fact-finder/arbitrator, IAFF declared an impasse in the negotiations at that time and
17 advised the City that it would proceed to fact-finding pursuant to NRS §288.200 and NRS
18 §288.205.

19 15. On November 17, 2025, counsel for IAFF obtained a panel of seven potential fact-
20 finders from the Federal Mediation and Conciliation Service pursuant to NRS §288.200(2). On
21 November 18, 2025, counsel for IAFF forwarded the panel of potential fact-finders, along with
22 the biographies for each fact-finder, to counsel for the City via email. In the same email, counsel
23 for IAFF asked counsel for the City to advise him when they would be ready to select the fact-
24 finder through the striking process set forth in NRS §288.200(2).

25 16. Counsel for the City failed to respond to counsel for IAFF's November 18, 2025
26 email. Consequently, counsel for IAFF sent another email dated November 24, 2025 to counsel
27 for the City, again asking if the City was ready to select a fact-finder, and reminding counsel for
28 the City that, pursuant to NRS §288.200(2), the parties had five days from their receipt of the

1 panel to select a fact-finder. Counsel for the City sent a responsive email that same day,
2 November 24, 2025, advising that the City was refusing to select a fact-finder. The City stated
3 that its refusal to participate in the fact-finding process was premised on its contention that IAFF
4 had supposedly improperly declared impasse and that the City hoped to obtain an Order from this
5 Board instructing IAFF to resume negotiations. However, with no decision from this Board or
6 the Nevada Supreme Court to support its position, the City's refusal to participate in fact-finding
7 is simply a blatant violation of NRS §288.200 and its duty to bargain in good faith pursuant to
NRS §288.150.

8 17. The City has failed to bargain in good faith by engaging in surface bargaining,
9 employing delay tactics and refusing to bargain over a mandatory subject of bargaining. As such,
10 the City's actions constitute a prohibited labor practice in violation of NRS §288.270(1)(e).

11 18. The City's refusal to participate in fact-finding also constitutes a prohibited labor
12 practice in violation of NRS §288.270(1)(e).

13
14 WHEREFORE, IAFF respectfully asks this Board for the following:

15 1. For a finding that the City bargained in bad faith in violation of NRS
16 §288.270(1)(e).

17 2. For an Order that the City must participate in fact-finding immediately.

18 3. For an award of reasonable costs and attorney's fees pursuant to NRS
19 §288.110(6); and

20 4. For such other and further relief as this Board may deem just and proper.

21
22 Dated: December 8, 2025

23 By:

24 JEFFREY F. ALLEN, ESQ.
25 Nevada Bar No. 9495
26 Attorney for Complainant,
27 International Assoc. of Fire Fighters, Local 731
28

City of Reno (Respondent)

Answer to Complaint

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6
7 *Attorneys for Respondent*
City of Reno

FILED
December 29, 2025
State of Nevada
E.M.R.B.

8
9 **BEFORE THE STATE OF NEVADA**

10 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

11
12 INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 731,

Case No.: 2025-027

13 Complainant,

Panel:

14 vs.

15 CITY OF RENO,

16 Respondent.

17
18 **ANSWER TO COMPLAINT**

19
20
21 COMES NOW, Respondent City of Reno (the "City"), by and through its undersigned
22 counsel of record, hereby responds to the causes of action contained in the Complaint filed by
23 Complainant International Association of Fire Fighters, Local 731 (the "IAFF") on December 8,
24 2025, as follows:

25 1. Answering paragraph 1 of the Complaint, Respondent admits the allegations set
26 forth in this paragraph.

27 2. Answering paragraph 2 of the Complaint, Respondent admits the allegations set
28 forth in this paragraph.

1 3. Answering paragraph 3 of the Complaint, Respondent admits the allegations se
2 forth in this paragraph.

3 4. Answering paragraph 4 of the First Amended Complaint, Respondent denies the
4 allegations set forth in this paragraph.

5 5. Answering paragraph 5 of the Complaint, Respondent admits the allegation set forth
6 in this paragraph.

7 6. Answering paragraph 6 of the Complaint, Respondent admits the allegation set forth
8 in this paragraph.

9 7. Answering paragraph 7 of the Complaint, Respondent admits that the first meeting
10 to renegotiate the CBA was held on April 4, 2025, and the last meeting was held on October 21,
11 2025. Respondent denies the remaining allegations set forth in this paragraph.

12 8. Answering paragraph 8 of the Complaint, Respondent denies the allegations set forth
13 in this paragraph.

14 9. Answering paragraph 9 of the Complaint, Respondent denies the allegations set forth
15 in this paragraph.

16 10. Answering paragraph 10 of the Complaint, Respondent denies the allegations set
17 forth in this paragraph.

18 11. Answering paragraph 11 of the Complaint, Respondent denies the allegations set
19 forth in this paragraph.

20 12. Answering paragraph 12 of the Complaint, Respondent denies the allegations set
21 forth in this paragraph.

22 13. Answering paragraph 13 of the Complaint, Respondent denies the allegations set
23 forth in this paragraph.

24 14. Answering paragraph 14 of the Complaint, Respondent admits that on October 21,
25 2025, IAFF declared an impasse. Respondent denies the remaining allegations in this paragraph.

26 15. Answering paragraph 15 of the Complaint, Respondent admits counsel for IAFF
27 forwarded the panel of potential fact-finders along with the biographies for each fact-finder, to
28 counsel for the City via email. Respondent admits that counsel for IAFF asked counsel for the Cit,

1 to advise him when they would be ready to select the fact-finder through the striking process.
2 Respondent is without knowledge as to the remaining allegations and as a result, denies the
3 remaining allegations set forth in this paragraph.

4 16. Answering paragraph 16 of the Complaint, Respondent admits that counsel for IAFF
5 contacted counsel for the City, asking if the City was ready to select a fact-finder, and reminded
6 counsel that pursuant to NRS 288.200(2), the parties had five days from their receipt of the panel
7 to select a fact-finder. Respondent admits that counsel for the City sent a responsive email the same
8 day on November 24, 2025. Respondent denies the remaining allegations set forth in this paragraph.

9 17. Answering paragraph 17 of the Complaint, Respondent denies the allegations set
10 forth in this paragraph.

11 18. Answering paragraph 18 of the Complaint, Respondent denies the allegations set
12 forth in this paragraph.

13 The rest of the Complaint constitutes Complainant's prayer for relief which contains legal
14 conclusions and questions of law to which no response is required. However, to the extent
15 Complainant's prayer asserts allegations or a response may be deemed to be required, Respondent
16 denies each and every allegation in Complainant's prayer. Respondent further denies each and
17 every allegation contained in the Complaint that is not specifically admitted above.

18 WHEREFORE, Respondent respectfully asks this Court:

- 19 1. For a finding that the City bargained in good faith and did not violate NRS
20 §288.270(1)(e);
- 21 2. For an Order that the City does not have to participate in fact-finding;
- 22 3. For judgment decreeing that Complainant is entitled to recover nothing by way of
23 its Complaint, and that the Complaint be dismissed with prejudice;
- 24 4. For an award of attorneys' fees and costs of suit incurred herein; and
- 25 5. For such other and further relief as the Board deems proper.

26 ///

27 ///

28 ///

AFFIRMATIVE DEFENSES

2 1. AS A FIRST, SEPARATE AND AFFIRMATIVE DEFENSE TO THE
3 COMPLAINT, Respondent alleges that at all times mentioned in the Complaint, Respondent acted
4 in good faith belief that its actions were legally justified or excused.

5 2. AS A SECOND, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE
6 COMPLAINT, Respondent alleges that Complainant's claims are barred by the doctrine of unclean
7 hands.

8 3. AS A THIRD SEPARATE AND AFFIRMATIVE DEFENSE TO THE
9 COMPLAINT, Respondent alleges that any actions taken by the City were done for legitimate
10 business reasons.

11 4. AS A FOURTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE
12 COMPLAINT, Respondent alleges that any and all actions taken by Respondent were just, fair, with
13 good cause, privileged, in good faith, and without malice.

14 5. AS A FIFTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE
15 COMPLAINT, Respondent alleges Complainant's fails to state a claim upon which relief can be
16 granted.

17 6. AS A SIXTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE
18 COMPLAINT, Respondent alleges that Respondent acted at all times in good faith and in
19 accordance with its contractual and/or legal rights.

DATED: December 29, 2025

BY: /s/ Anthony L. Hall
ANTHONY L. HALL, ESQ.
Nevada Bar No. 5977
AHall@SHJNevada.com
JONATHAN A. MCGUIRE, ESQ.
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SIMONS HALL JOHNSTON PC
690 Sierra Rose Dr.
Reno, Nevada 89511
Telephone: (775) 785-0088
Attorneys for Respondent

CERTIFICATE OF SERVICE

I, Terri Tribble, declare:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Simons Hall Johnston PC. My business address is 690 Sierra Rose Dr., Reno, NV 89511. I am over the age of 18 years and not a party to this action.

On the below date, I served the foregoing **ANSWER TO THE COMPLAINT** by causing the document to be served via email, addressed as follows:

Jeffrey F. Allen, Esq.
Nevada Bar No. 9495
3425 West Craig Rd.
N. Las Vegas, NV 89032
jeffreyallen@aol.com

*Attorney for Complainant
International Association of Fire Fighters, Local 731*

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on December 29, 2025.

/s/ Terri Tribble
Employee of Simons Hall Johnston