

Case 2025-026
City of Reno (Complainant)

Complaint

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

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6 *Attorneys for Complainant -*
7 *City of Reno*

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

10 CITY OF RENO,
11
12 Complainant,
13 vs.
14 INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 731,
15 Respondent.

Case No.: 2025-026
Panel:

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

16 **COMPLAINT**

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

21 **PARTIES**

22
23 1. The Complainant is a political subdivision as defined by NRS Chapter 41 and is a
24 local government employer under NRS 288.060. The City’s mailing address is 1 E. First St., Reno,
25 Nevada 89501.

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

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.

22 **October 21, 2025, Negotiation Session**

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

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

27 14. IAFF inquired about various funding accounts, including the ending fund balance and
28 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.

12 **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).

28 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.
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AHall@SHJNevada.com
17 JONATHAN A. MCGUIRE, ESQ.
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20 *Attorneys for Complainant*
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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 **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
jeffreyfallen@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

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

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JEFFREY F. ALLEN, ESQ.
Nevada Bar No. 9495
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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
	)	OF FIRE FIGHTERS, LOCAL 731'S
INTERNATIONAL ASSOCIATION OF FIRE	)	ANSWER TO CITY OR RENO'S
FIGHTERS, LOCAL 731,	)	COMPLAINT
)	
Respondent.)	
)	
_____)	

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

City's lead negotiator stated that the City would consider such a clause were one to be proposed.

IAFF denies any remaining allegations in paragraph 20 of the City's Complaint.

21. IAFF admits the allegations in paragraph 21 of the City's Complaint.

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

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

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

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

26. IAFF denies the allegations contained in paragraph 26 of the City's Complaint.

27. IAFF admits the allegations in paragraph 27 of the City's Complaint.

28. IAFF admits the allegations in paragraph 28 of the City's Complaint.

29. IAFF admits the allegations in paragraph 29 of the City's Complaint.

30. IAFF admits the allegations in paragraph 30 of the City's Complaint.

31. IAFF admits the allegations in paragraph 31 of the City's Complaint.

32. IAFF denies the allegations in paragraph 32 of the City's Complaint. Despite declaring impasse and seeking to proceed to fact-finding, IAFF remains open to try to reach agreements on open Articles and to resolve the impasse. Thus, there is nothing stopping the City from making counter-offers on open Articles or from responding to IAFF's proposals.

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
3 allegations in paragraph 34 of the City's Complaint.

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

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

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

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

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

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

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

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

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

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

17 44. IAFF admits that the City referenced in its letter that it had previously submitted a
18 Request for Information to IAFF to produce side letters, MOUs or similar agreements between
19 the parties. IAFF had already agreed to assist the City in its endeavor of locating such documents.
20 In fact, on October 21, 2025, just six (6) days before the City sent its letter, a tentative agreement
21 was reached on Article 1 in which both parties committed to establishing a repository of all such
22 side letters, MOUs or similar agreements. IAFF denies any remaining allegations in paragraph
23 44 of the City's Complaint.

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

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

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

City's Complaint.

1 47. IAFF denies the allegations contained in paragraph 47 of the City's Complaint.
2 To be clear, the IAFF has maintained throughout the negotiations that the City does not lack the
3 ability to pay for the proposals that IAFF has submitted in the negotiations.

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

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

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

7 51. IAFF denies the allegations contained in paragraph 51 of the City's Complaint.
8

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

- 10 1. That the City take nothing by reason of its Complaint on file herein;
11 2. For a finding that IAFF did not commit a prohibited labor practice as alleged by
12 the City herein;
13 3. For a finding that IAFF did not engage in bad faith bargaining as alleged by the
14 City herein;
15 4. For an award of costs and reasonable attorney's fees;
16 5. For such other and further relief as this Board may deem just and proper.
17

18 Dated: December 8, 2025

19 By: 

20 JEFFREY F. ALLEN, ESQ.
21 Nevada Bar No. 9495
22 Attorney for Respondent,
23 International Assoc. of Fire Fighters, Local 731
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CERTIFICATE OF SERVICE

1 The undersigned, Jeffrey F. Allen, hereby certifies that on December 8, 2025, he emailed
2 a copy of **INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 731'S**
3 **ANSWER TO CITY OF RENO'S COMPLAINT** to the following persons:
4

5
6 Anthony L. Hall, Esq.
Email: Ahall@SHJNevada.com
7 Jonathan A. McGuire, Esq.
Email: JmcGuire@SHJNevada.com
8 Simons Hall Johnston PC
Counsel for Complainant, City of Reno
9

10
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12 _____
Jeffrey F. Allen
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Case 2025-027
IAFF Local 731 (Complainant)

Prohibited Labor Practices Complaint

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

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4 Henderson, NV 89052
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7 Attorney for Complainant,
8 International Association of Fire Fighters, Local 731

9 STATE OF NEVADA
10 GOVERNMENT EMPLOYEE-MANAGEMENT
11 RELATIONS BOARD

12 * * * *

13 INTERNATIONAL ASSOCIATION OF
14 FIRE FIGHTERS, LOCAL 731,

15 Complainant,

16 vs.

17 CITY OF RENO,

18 Respondent.

CASE NO.: 2025-027

PROHIBITED LABOR PRACTICES
COMPLAINT

19 COMES NOW, Complainant International Association of Fire Fighters, Local 731
20 ("IAFF"), by and through its counsel, Jeffrey F. Allen, Esq., and submits the following Prohibited
21 Labor Practices Complaint against the City of Reno ("City"):

- 22 1. At all relevant times herein, IAFF was and is an employee organization within the
23 meaning of Nevada Revised Statute ("NRS") §288.040.
- 24 2. At all times relevant herein, the City was and is a local government employer
25 within the meaning of NRS §288.060.
- 26 3. The City and IAFF have been parties to a Collective Bargaining Agreement
27 ("CBA") since at least going back to 1972.
- 28 4. The current CBA had a stated duration of July 1, 2024 through June 30, 2025 but
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.

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

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

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

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

14 14. After the seventh negotiation session on October 21, 2025, IAFF decided that it
15 could no longer wait to see if the City would be willing to take these negotiations seriously.
16 Strongly believing that IAFF's current proposals are reasonable and would be adopted by a
17 neutral fact-finder/arbitrator, IAFF declared an impasse in the negotiations at that time and
18 advised the City that it would proceed to fact-finding pursuant to NRS §288.200 and NRS
19 §288.205.

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

26 16. Counsel for the City failed to respond to counsel for IAFF's November 18, 2025
27 email. Consequently, counsel for IAFF sent another email dated November 24, 2025 to counsel
28 for the City, again asking if the City was ready to select a fact-finder, and reminding counsel for
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
8 NRS §288.150.

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

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

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

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
4 SIMONS HALL JOHNSTON PC
690 Sierra Rose Dr.,
5 Reno, Nevada 89511
Telephone: (775) 785-0088

6 *Attorneys for Respondent*
7 *City of Reno*

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

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9
10 **BEFORE THE STATE OF NEVADA**
11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 731,

13 Complainant,

14 vs.

15 CITY OF RENO,

16 Respondent.

Case No.: 2025-027

Panel:

17
18
19
20 **ANSWER TO COMPLAINT**

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 set
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 City

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.

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AFFIRMATIVE DEFENSES

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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.

20
21 DATED: December 29, 2025

22 BY: /s/ Anthony L. Hall
23 ANTHONY L. HALL, ESQ.
24 Nevada Bar No. 5977
AHall@SHJNevada.com
25 JONATHAN A. MCGUIRE, ESQ.
26 Nevada Bar No. 15280
JMcGuire@SHJNevada.com
27 SIMONS HALL JOHNSTON PC
28 690 Sierra Rose Dr.
Reno, Nevada 89511
Telephone: (775) 785-0088
Attorneys 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 **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
jeffreyfallen@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

IAFF Local 731 (Respondent/Complainant)

Motion for an Expedited Hearing

FILED
January 8, 2026
State of Nevada
E.M.R.B.
9:51 a.m.

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

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

9 STATE OF NEVADA
10 GOVERNMENT EMPLOYEE-MANAGEMENT
11 RELATIONS BOARD

12 * * * *

13 CITY OF RENO,) CASE NO.: 2025-026
14)
15 Complainant,)
16 vs.)
17) **INTERNATIONAL ASSOCIATION**
18) **OF FIRE FIGHTERS, LOCAL 731'S**
19) **MOTION FOR AN EXPEDITED**
20) **HEARING**
21)
22)
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29 COMES NOW, Respondent International Association of Fire Fighters, Local 731
30 ("IAFF"), by and through its counsel, Jeffrey F. Allen, Esq., and submits the following Motion
31 for an Expedited Hearing. This motion is brought pursuant to Nevada Administrative Code
32 §288.240, Nevada Revised Statute ("NRS") §288.110(1) and NRS 288.280 and is based on the
33 Memorandum of Points and Authorities below and the attached Declaration of Jeffrey F. Allen.

34 **MEMORANDUM OF POINTS AND AUTHORITIES**

35 **I. ARGUMENT**

36 As this Board is well aware, public sector employees in Nevada have had the right to
37 collectively bargain since 1969 when the Nevada Legislature enacted the Government Employee-
38 Management Relations Act. Said Act, which is codified at NRS Chapter 288, was designed to
promote labor harmony and to level the playing field between labor and management. The Act

1 implemented a compromise in which public sector employees gave up their right to strike in
2 exchange for a comprehensive statutory framework on collective bargaining. The framework for
3 collective bargaining specified in NRS Chapter 288 calls for negotiations to be prompt and
4 unencumbered by delays. This can be seen by the timelines for milestones that are explicitly
5 called out in the Act. Specifically, NRS 288.180 states that unions (known as government
6 employee organizations) are expected to provide notice of their intent to negotiate with
7 government employers by February 1. NRS 288.190 states that either a union or government
8 employer can request that negotiations be referred to a mediator by March 1. NRS 288.200 states
9 that the parties can submit an impasse to a neutral fact-finder by April 1 if they have had six
10 negotiation meetings. NRS 288.205 states that unions comprised of police officers or firefighters
11 (such as IAFF) can submit an impasse to a neutral fact-finder by April 10 regardless of the
12 number of negotiations meetings that have been held. Presumably, the framework was designed
13 so that the parties could resolve an impasse in negotiations promptly so that a successor
14 Collective Bargaining Agreement (“CBA”) is agreed to as closely as possible to the time of the
15 stated end date of the current CBA.

16 Here, pursuant to NRS 288.160, the City of Reno (“City”) has recognized IAFF as the
17 exclusive bargaining agent for non-supervisory employees of the Reno Fire Department since at
18 least 1972. The current CBA between the parties has a stated duration of July 1, 2024 through
19 June 30, 2025 but continues in force and effect from year to year until renegotiated pursuant to
20 NRS Chapter 288. IAFF sent the City a letter dated January 14, 2025 in which it advised the City
21 that it wished to negotiate a successor CBA pursuant to NRS Chapter 288. The City and IAFF
22 formalized ground rules in a written agreement dated March 12, 2025. The City and IAFF
23 subsequently had seven negotiation meetings to try to renegotiate their CBA. The first meeting
24 was held on April 4, 2025 and the last meeting was held on October 21, 2025. After the seventh
25 negotiation session on October 21, 2025, IAFF declared an impasse in the negotiations at that
26 time and advised the City that it would proceed to fact-finding pursuant to NRS §288.200 and
27 NRS §288.205. The City promptly filed the Prohibited Labor Practices Complaint herein against
28 IAFF, contending that IAFF didn’t sufficiently bargain with the City and supposedly hadn’t
adequately responded to certain Requests for Information. (See Declaration of Jeffrey F. Allen,

¶12-8).

1 On November 17, 2025, counsel for IAFF obtained a panel of seven potential fact-finders
2 from the Federal Mediation and Conciliation Service pursuant to NRS §288.200(2). On
3 November 18, 2025, counsel for IAFF forwarded the panel of potential fact-finders, along with
4 the biographies for each fact-finder, to counsel for the City via email. In the same email, counsel
5 for IAFF asked counsel for the City to advise him when they would be ready to select the fact-
6 finder through the striking process set forth in NRS §288.200(2). Counsel for the City failed to
7 respond to counsel for IAFF's November 18, 2025 email. Consequently, counsel for IAFF sent
8 another email dated November 24, 2025 to counsel for the City, again asking if the City was
9 ready to select a fact-finder, and reminding counsel for the City that, pursuant to NRS
10 §288.200(2), the parties had five days from their receipt of the panel to select a fact-finder.
11 Counsel for the City sent a responsive email that same day, November 24, 2025, advising that the
12 City was refusing to select a fact-finder. The City stated that its refusal to participate in the fact-
13 finding process was premised on its contention that IAFF had supposedly improperly declared
14 impasse and that the City hoped to obtain an Order from this Board instructing IAFF to resume
15 negotiations. However, with no decision from this Board or the Nevada Supreme Court to
16 support its position, the City's refusal to participate in fact-finding is simply a blatant violation of
17 NRS §288.200 and its duty to bargain in good faith pursuant to NRS §288.150. Consequently,
18 IAFF filed a Prohibited Labor Practices Complaint against the City on December 8, 2025 (EMRB
19 Case No. 2025-027) (See Declaration of Jeffrey F. Allen, ¶9).

20 As an aside, the undersigned attempted to convince the City to stipulate to having these
21 two matters expedited. The undersigned sent multiple emails to counsel for the City in that
22 regard. Unfortunately, counsel for the City has not agreed to such a stipulation. (See, Declaration
23 of Jeffrey F. Allen, ¶10.)

24 Due to the City's refusal to proceed to fact-finding, until the two cases between the City
25 and IAFF are resolved, the parties are stuck in limbo with respect to the resolution of their
26 impasse in negotiations. Even if the parties obtain a swift resolution of these two cases and an
27 Order from this Board instructing the City to proceed with fact-finding, the process of
28 completing non-binding fact-finding and then binding arbitration would likely take the parties all

1 the way to the winter of 2026. If these two cases are not expedited and, for example, a hearing
2 on the matters isn't set for several months, the impasse in negotiations would likely only be
3 resolved all the way out in the summer of 2027. Given that the stated expiration date of the
4 current CBA between the parties is June 30, 2025, that would mean that the parties would be
5 operating on a stale contract for two years. That is the antithesis of what the Nevada Legislature
6 seemed to intend in creating the statutory framework that calls for a speedy resolution of
7 negotiations.

8 Additionally, given that the City's Prohibited Labor Practices Complaint includes an
9 allegation that IAFF has failed to adequately respond to a Request for Information, this Board is
10 supposed to set the matter for hearing as soon as possible pursuant to NRS 288.280. Finally,
11 given that this Board can make rules governing proceedings before it pursuant to NRS
12 288.110(1), it is respectfully requested that this Board agree to set these matters for hearing on an
13 expedited basis.

14 Dated: December 8, 2025

15 By: 
16 JEFFREY F. ALLEN, ESQ.
17 Nevada Bar No. 9495
18 Attorney for Respondent,
19 International Assoc. of Fire Fighters, Local 731
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DECLARATION OF JEFFREY F. ALLEN

1 1. That at all times herein I was a citizen of the United States and over eighteen (18)
2 years of age. This affidavit is based on facts of which I have personal knowledge and if called
3 upon to do so, I could and would competently testify as to the same. This affidavit is submitted
4 in support of International Association of Fire Fighters, Local 731's ("IAFF") Motion for an
5 Expedited Hearing.

6 2. The pleadings on file in the two active cases between the IAFF and the City reveal
7 that it is undisputed that, pursuant to NRS 288.160, the City of Reno ("City") has recognized
8 IAFF as the exclusive bargaining agent for non-supervisory employees of the Reno Fire
9 Department since at least 1972.

10 3. The current CBA between the parties has a stated duration of July 1, 2024 through
11 June 30, 2025 but continues in force and effect from year to year until renegotiated pursuant to
12 NRS Chapter 288.

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

15 5. The City and IAFF formalized ground rules in a written agreement dated March
16 12, 2025.

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

20 7. After the seventh negotiation session on October 21, 2025, IAFF declared an
21 impasse in the negotiations at that time and advised the City that it would proceed to fact-finding
22 pursuant to NRS §288.200 and NRS §288.205.

23 8. The City promptly filed the Prohibited Labor Practices Complaint herein against
24 IAFF, contending that IAFF didn't sufficiently bargain with the City and supposedly hadn't
25 adequately responded to certain Requests for Information.

26 9. On November 17, 2025, I obtained a panel of seven potential fact-finders from the
27 Federal Mediation and Conciliation Service pursuant to NRS §288.200(2). On November 18,
28 2025, I forwarded the panel of potential fact-finders, along with the biographies for each fact-

1 finder, to counsel for the City via email. In the same email, I asked counsel for the City to advise
2 me when they would be ready to select the fact-finder through the striking process set forth in
3 NRS §288.200(2). Counsel for the City failed to respond to my November 18, 2025 email.
4 Consequently, I sent another email dated November 24, 2025 to counsel for the City, again
5 asking if the City was ready to select a fact-finder, and reminding counsel for the City that,
6 pursuant to NRS §288.200(2), the parties had five days from their receipt of the panel to select a
7 fact-finder. Counsel for the City sent a responsive email that same day, November 24, 2025,
8 advising that the City was refusing to select a fact-finder. The City stated that its refusal to
9 participate in the fact-finding process was premised on its contention that IAFF had supposedly
10 improperly declared impasse and that the City hoped to obtain an Order from this Board
11 instructing IAFF to resume negotiations. However, with no decision from this Board or the
12 Nevada Supreme Court to support its position, the City's refusal to participate in fact-finding is
13 simply a blatant violation of NRS §288.200 and its duty to bargain in good faith pursuant to NRS
14 §288.150. Consequently, IAFF filed a Prohibited Labor Practices Complaint against the City on
15 December 8, 2025 (EMRB Case No. 2025-027).

16 10. I attempted to convince the City to stipulate to having these two matters
17 expedited. I sent multiple emails to counsel for the City in that regard. Unfortunately, counsel
18 for the City has not agreed to such a stipulation.

19 11. I declare under penalty of perjury under the laws of the State of Nevada that the
20 foregoing is true and correct.

21 Executed on January 8, 2026 at Las Vegas, Nevada.

22 
23 _____
24 Jeffrey F. Allen, Esq.

CERTIFICATE OF SERVICE

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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 MOTION FOR AN EXPEDITED HEARING** 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

City of Reno (Complainant/Respondent)

Opposition to Motion for an Expedited Hearing

SIMONS HALL JOHNSTON PC
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Reno, NV 89511
Phone: (775) 785-0088

1 ANTHONY L. HALL, ESQ.
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3 Nevada Bar No. 15280
JMcGuire@SHJNevada.com
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5 Reno, Nevada 89511
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6 *Attorneys for Complainant -*
7 *City of Reno*

FILED
January 22, 2026
State of Nevada
E.M.R.B.
3:10 p.m.

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

11 CITY OF RENO,

12 Complainant,

Case No.: 2025-026

Case No.: 2025-027

13 vs.

CONSOLIDATED

14 INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 731,

15 Respondent.

16
17 **OPPOSITION TO MOTION FOR AN EXPEDITED HEARING**

18 COMES NOW, Complainant, City of Reno (the "City"), by and through its undersigned
19 counsel of record, and hereby files its Opposition to the Motion for an Expedited Hearing (the
20 "Opposition") requesting that the State of Nevada Government Employee Management Relations
21 Board (the "Board") deny the International Association of Fire Fighters, Local 731's (the "IAFF")
22 Motion for an Expedited Hearing (the "Motion").

23 **I. INTRODUCTION**

24 IAFF fails to demonstrate how an expedited hearing is necessary when IAFF will not suffer
25 any prejudice as a result of proceeding in accordance with the timeline established under NRS 288.
26 In addition, IAFF's Motion incorrectly attempts to bootstrap the merits of the underlying allegations
27 contained in the City's Complaint with the City's request for information so that the Board can hear
28

1 the dispute on an expedited basis. Such a tactic is inconsistent with the purpose of NRS 288.280.
2 As a consequence, the Board should deny IAFF's Motion.

3 **II. FACTS AND RELEVANT PROCEDURAL HISTORY**

4 The City and IAFF began renegotiating the terms of the Collective Bargaining Agreement
5 ("CBA") after setting the ground rules on March 12, 2025. On October 21, 2025, the negotiations
6 resumed and the City provided financial proposals to IAFF at that time. Thereafter, IAFF requested
7 a caucus and IAFF then made several new proposals to the City, seeking, among other things, salary
8 raises and overtime compensation. IAFF also rejected numerous proposals made by the City. IAFF
9 then immediately and improperly declared an impasse without providing the City with an
10 opportunity to provide counter proposals to the items IAFF rejected or provide the City with an
11 opportunity to caucus or review the new arguments raised concerning IAFF's financial proposals.
12 After confirming with IAFF that, even though it was declaring impasse, IAFF wanted to conduct
13 another negotiation session, which was scheduled for October 30, 2025, the negotiation session
14 ended.

15 On October 27, 2025, the City sent a letter to IAFF, informing IAFF that it improperly
16 declared an impasse and provided a detailed outline for why the declaration of impasse was
17 improper. In addition, the City also repeated its request that IAFF respond and produce the
18 documents that the City previously requested in its Request for Information ("RFI"). In response,
19 IAFF denied that the impasse was improper and ignored the City's request to produce the requested
20 documents sought in the City's RFI.

21 As a consequence of IAFF's actions, on November 21, 2025, the City filed its Complaint
22 against IAFF for improperly declaring an impasse and engaging in bad faith bargaining.
23 Subsequently, IAFF filed its Complaint against the City on December 8, 2025, as Case No. 2025-
24 027, claiming the City engaged in surface bargaining. Thereafter, on January 8, 2026, IAFF moved
25 for an expedited hearing in this matter. This opposition follows.

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1 **III. LEGAL ARGUMENT**

2 **A. There is No Prejudice to IAFF**

3 Generally, a motion to expedite seeks to accelerate the normal procedural timeline based on
4 compelling or exigent circumstances. In its Motion, IAFF claims that expediting this matter is
5 necessary because “the parties are stuck in limbo with respect to the resolution of their impasse in
6 negotiations.” *See* Motion at 3:25-26. Specifically, IAFF claims that “even if the parties obtain a
7 swift resolution of these two cases and an Order from this Board instructing the City to proceed with
8 fact-finding, the process . . . would likely take the parties all the way to the winter of 2026. If these
9 two cases are not expedited . . . the impasse in negotiations would likely only be resolved . . . in the
10 summer of 2027” and the parties would be operating on a “stale contract for two years” as a result.
11 *See* Motion at 3:26-28; 4:1-5. However, this assertion does not mean that IAFF will suffer any
12 prejudice as a result of not proceeding in an expedited manner. First, the parties were renegotiating
13 the current CBA, even after the current CBA had expired. To state now that the parties operating
14 on a “stale contract” will be prejudicial to IAFF is insufficient because the parties continued to
15 operate under the current CBA during negotiations without any harm to IAFF and continuing to
16 operate under the current CBA until this matter is resolved will have the same results.

17 Further, the issue IAFF raises in its Motion primarily has to do with the fact that this
18 proceeding delays a resolution of the financial concerns that IAFF had during negotiations that
19 resulted in IAFF declaring an impasse. However, a “delay” in obtaining a resolution is not prejudice.
20 As to those financial concerns, there is no prejudice to IAFF. Should the Board find in favor of the
21 City in this matter, the parties will return to the bargaining table to continue renegotiating the CBA
22 and can address the financial concerns raised by IAFF at that time including retroactivity of any
23 agreement. Such a result will not be prejudicial to IAFF because it places the parties in the same
24 position they were in before IAFF declared an impasse. Moreover, even if we were to assume that
25 the Board finds in favor of IAFF and orders the City to participate in fact-finding, any harm to IAFF
26 that results from a possible delay in proceeding with arbitration and resolving the financial concerns
27 can be remedied by an order from the arbitrator. As a result, IAFF will not suffer any prejudice

1 should this matter continue through the timely procedures outlined in NRS 288. Thus, expediting
2 this matter is not warranted and this Board should deny the Motion.

3 **B. The Motion Fails Under NRS 288.280**

4 NRS 288.110(2) provides the deadlines within which the Board must conduct a hearing. In
5 this case, that means the Board has 180 days after it decides to hear the City’s Complaint to conduct
6 a hearing. See NRS 288.110(2). However, in NRS 288.280, the Nevada Legislature outlined an
7 expedited basis for the Board to hear disputes regarding “an alleged failure to provide information
8 as provided in NRS 288.180” requiring that they “be heard and determined as soon as possible after
9 the complaint is filed . . .”. NRS 288.280.

10 Similar to Congress, the Nevada Legislature, “does not alter the fundamental details of a
11 regulatory scheme in vague terms or ancillary provisions—it does not, one might say, hide elephants
12 in mouseholes.” *Whitman v. Am. Trucking Associations*, 531 U.S. 457, 468, 121 S. Ct. 903, 910,
13 149 L. Ed. 2d 1 (2001) (citations omitted). As applied here, it was certainly not the intention of the
14 Nevada Legislature to permit IAFF to squeeze the “elephant” of the allegations contained in the
15 CITY’S Complaint into the “mousehole” of NRS 288.280 regarding its responses to requests for
16 information.

17 IAFF explicitly provides that because the City’s Complaint “includes an allegation that IAFF
18 has failed to adequately respond to a Request for Information, this Board is supposed to set the matter
19 for hearing as soon as possible pursuant to NRS 288.280.” See Motion at 4:7-9. However, the City
20 made that allegation in its complaint, but IAFF made no such allegations in its complaint.
21 Consequently, the City could have requested an expedited hearing on this matter pursuant to NRS
22 288.280, but it did not. Indeed, the City’s allegation that IAFF failed to adequately respond to the
23 RFI or produce documents is a small part of a bigger issue—IAFF’s conduct demonstrating bad faith
24 bargaining. Such issues must be addressed by the Board, but the City, whose information request is
25 the focus of this agreement, believes and hereby waives its right to seek an expedited hearing.

26 **CONCLUSION**

27 Based on the foregoing, the City requests that the Board deny IAFF’s Motion for an
28 Expedited Hearing.

SIMONS HALL JOHNSTON PC
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DATED: January 22, 2026

BY: /s/ Anthony L. Hall
ANTHONY L. HALL, ESQ.
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Telephone: (775) 785-0088
Attorneys for Complainant

1 CERTIFICATE OF SERVICE

2 I, Terri Tribble, declare:

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

6 On the below date, I served the foregoing **OPPOSITION TO MOTION FOR AN**
7 **EXPEDITED HEARING** by causing the document to be served certified-mail return receipt
8 requested and email, addressed as follows:

9 Jeffrey F. Allen, Esq.
10 3425 West Craig Rd.
11 N. Las Vegas, NV 89032
jeffreyfallen@aol.com

12 *Attorney for Respondent*
13 *IAFF 731*

14 I declare under penalty of perjury under the laws of the United States that the foregoing is
15 true and correct, and that this declaration was executed on January 22, 2026.

16 /s/ Terri Tribble
17 Employee of Simons Hall Johnston

IAFF Local 731 (Respondent/Complainant)

**Reply to City of Reno's Opposition to Motion
for an Expedited Hearing**

FILED
January 29, 2026
State of Nevada
E.M.R.B.
3:13 p.m.

1 JEFFREY F. ALLEN, ESQ.
2 Nevada Bar No. 9495
2941 Carmelo Drive
3 Henderson, NV 89052
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Email: jeffreyfallen@aol.com

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

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

9 * * * *

10		)	CASE NO.: 2025-026 consolidated with
11	CITY OF RENO,	)	CASE NO.: 2025-027
12	Complainant,)	
13	vs.)	
14	INTERNATIONAL ASSOCIATION OF FIRE	)	IAFF 731'S REPLY TO CITY OF
15	FIGHTERS, LOCAL 731,	)	RENO'S OPPOSITION TO MOTION
16	Respondent.	)	FOR AN EXPEDITED HEARING
17	_____)	
18	INTERNATIONAL ASSOCIATION OF FIRE)	
19	FIGHTERS, LOCAL 731,)	
20	Complainant,)	
21	vs.)	
22	CITY OF RENO,)	
23	Respondent.)	
24	_____)	

24 COMES NOW, Respondent/Complainant International Association of Fire Fighters,
25 Local 731 ("IAFF"), by and through its counsel, Jeffrey F. Allen, Esq., and submits the following
26 Reply to Complainant/Respondent City of Reno's ("City") Opposition to Motion for an
27 Expedited Hearing.

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I. INTRODUCTION

It is quite telling that the City is opposing IAFF's motion to expedite. What possible motive could the City have for doing so? Logically, speaking the City should be just as interested in a speedy resolution of this consolidated matter as IAFF is. That is, one would think that the City would be interested in resolving the impasse between the parties and finalizing a successor Collective Bargaining Agreement ("CBA") as quickly as possible. Labor peace and the stability that a successor CBA would afford should be the objective of both parties. But that is clearly not the case. In opposing IAFF's motion to expedite, the City has confirmed that it is simply interested in delaying (for as long as possible) the resolution of the impasse that IAFF declared. Perhaps the City figures that it can wear IAFF down, increase IAFF's legal fees and create dissent in IAFF's membership by preventing this matter from being resolved in a timely fashion. Whatever the case may be, it is respectfully submitted that the City's position should be rejected by this Board. Contrary to the City's contention in its Opposition, IAFF will indeed suffer prejudice the longer that the City is able to ignore its obligation to participate in the statutorily defined impasse process. Moreover, the City's self aggrandizing claim that its allegation of bad faith bargaining is elephant sized compared to the apparently less significant allegation of IAFF supposedly failing to adequately respond to its Requests for Information is of no moment when analyzing the statute at issue, NRS 288.280. Said statute requires this Board to expedite a hearing for this consolidated matter regardless of how significant the City contends the failure to respond allegation is in comparison to the rest of the case.

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II. THE CITY'S CLAIM THAT IAFF WOULD SUFFER NO PREJUDICE IF THIS BOARD DECIDED THE CONSOLIDATED MATTER IN THE REGULAR COURSE OF BUSINESS IS INCORRECT

As is undisputed in this case, on October 21, 2025, IAFF declared an impasse in the negotiations between the parties for a successor CBA. This was after seven negotiation meetings between the parties and after the stated expiration date of the current CBA had passed on June 30, 2025. Pursuant to NRS 288.205, IAFF had the right to submit the impasse to fact-finding which it has attempted to do. Yet the City has failed and refused to agree to participate in fact-finding. Specifically, the City has refused to even start the striking process to select a fact-finder from the panel of fact-finders that the undersigned obtained from the FMCS and forwarded to the

1 City. Instead, the City has acted as if its obligation to participate in fact-finding is optional. It
2 has claimed that merely because it is attempting to secure an Order from this Board that would
3 force IAFF back to the bargaining table, it can refuse to participate in fact-finding. However,
4 there is no basis for the City's position under the law. Pursuant to NRS 288.270(1)(e), it is a
5 prohibited labor practice for a government employer such as the City to refuse to collectively
6 bargain with the exclusive bargaining agent (here IAFF). NRS 288.270(1)(e) goes on to
7 specifically state: "Bargaining collectively includes the entire bargaining process, including
8 mediation and fact-finding, provided for in this chapter." This legal requirement that the City
9 participate in fact-finding doesn't stop just because the City *hopes* that this Board will ultimately
10 agree with its position. Thus, it is indisputable that the City has engaged in bad faith bargaining
11 and has needlessly caused the collective bargaining process to grind to a halt.

12 As to how this delay has adversely affected IAFF and continues to prejudice IAFF every
13 day going forward, that is also indisputable. Every single day that goes by in which a successor
14 CBA is not in place constitutes additional harm to IAFF and the employees that it represents for
15 several reasons: 1) Without a successor CBA in place, employees (and the City) have no idea
16 what their rights, pay and benefits will wind up being going forward. With the successor CBA
17 currently being a black box, budgeting decisions for IAFF represented employees and their
18 families (not to mention City budgeting decisions) have a significant element of uncertainty.
19 This constitutes a direct harm to everyone on both sides of the CBA. 2) Although it is possible
20 that any raises that are put in place (either through a compromise agreement or as ordered by a
21 neutral arbitrator) might be retroactive to July 1, 2025, that is only a possibility, not a certainty.
22 Given that the City has intentionally sought to delay the impasse process at every turn- as is
23 further revealed by its very opposition to IAFF's motion to expedite herein- IAFF feels confident
24 that any raises it can secure in impasse litigation would be retroactive. Nevertheless, the City
25 will certainly argue otherwise and, as such, there is a non-zero chance that the City might prevail
26 in such a dispute. With retroactivity an always-present issue, every day that goes by in which a
27 final decision on a successor CBA is delayed counts as harm to IAFF (and a benefit to the City).
28 Frankly, this is exactly why the undersigned has seen a significant expansion of delay tactics by
government employers and their attorneys in the past few years. Delays always benefit

1 government employers and harm unions and employees. 3) Even if IAFF ultimately secures
2 raises for its bargaining unit employees- and even if those raises are retroactive to July 1, 2025-
3 such raises would still be inferior to raises currently received and in employees' pockets. This is
4 because of the time value of money and the lack of the ability of employees to obtain back
5 interest on the retroactive raises that they might obtain through collective bargaining. Thus,
6 every day that the City is able to successfully delay the eventual resolution of the impasse in
7 negotiations is a day that benefits the City and prejudices IAFF and the employees it represents.
8 This is the indisputable financial and legal reality. Consequently, the City's argument in its
9 Opposition that IAFF won't suffer any prejudice if the consolidated matter herein is decided in
10 the ordinary course of business is specious.

11 **III. THE CITY'S CLAIM THAT THIS MATTER SHOULDN'T BE EXPEDITED**
12 **BECAUSE THE CITY'S ALLEGATION OF FAILURE TO ADEQUATELY**
13 **RESPOND TO A REQUEST FOR INFORMATION IS SUPPOSEDLY ONLY A**
14 **SMALL PART OF THE CASE IS OF NO MOMENT GIVEN THE LANGUAGE**
15 **OF THE STATUTE AT ISSUE, NRS 288.280**

16 The City claims in its Opposition that if this Board were to expedite the hearing on the
17 consolidated matter herein, it would be like hiding an elephant inside a mousehole. (See,
18 Opposition, p. 4:10-16.) Although the City gets points for entertaining analogies, the comparison
19 is not apt and its argument has no merit in the context of the statute at issue, NRS 288.280. Here,
20 NRS 288.280 states:

21 "Any controversy concerning prohibited practices may be submitted to the
22 Board in the same manner and with the same effect as provided in NRS 288.110,
23 except that an alleged failure to provide information as provided by NRS 288.180
24 must be heard and determined by the Board as soon as possible after the
25 complaint is filed with the Board."

26 Here, one of the issues before this Board in the consolidated matter herein is whether
27 IAFF has failed to adequately respond to various Requests for Information promulgated by the
28 City. NRS 288.280 is clear and unambiguous on its face: Such issue *must be heard and*
determined by the Board as soon as possible. Thus, regardless of what significance to the overall
dispute this issue has, it must be heard on an expedited basis. Nothing in the statute discusses the
possibility of separating this issue out from the remaining issues in this dispute. Consequently,
the *entire matter* must be heard on an expedited basis. Again, IAFF strongly believes that the
matter should be expedited irrespective of NRS 288.180 especially given how brazen the City's

1 violation of its duty to collectively bargain with IAFF is and how prejudicial its intentional
2 delaying of the proceedings is to IAFF. Nonetheless, NRS 288.180 is clear and it controls.
3 Consequently, it is respectfully submitted that this Board ought to grant IAFF's motion to
4 expedite and set this matter for hearing as soon as it can.

5 Dated: January 29, 2026

6 By: 
7 JEFFREY F. ALLEN, ESQ.
8 Nevada Bar No. 9495
9 Attorney for Respondent/Complainant,
10 International Assoc. of Fire Fighters, Local 731
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CERTIFICATE OF SERVICE

1 The undersigned, Jeffrey F. Allen, hereby certifies that on January 29, 2026, he emailed a
2 copy of **IAFF 731'S REPLY TO CITY OF RENO'S OPPOSITION TO MOTION FOR AN**
3 **EXPEDITED HEARING** to the following persons:
4

5 Anthony L. Hall, Esq.
6 Email: Ahall@SHJNevada.com
7 Jonathan A. McGuire, Esq.
8 Email: JmcGuire@SHJNevada.com
9 Simons Hall Johnston PC
10 Counsel for Complainant/Respondent, City of Reno
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Jeffrey F. Allen