

FILED
September 20, 2024
State of Nevada
E.M.R.B
8:40 a.m.

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STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

LAS VEGAS CITY EMPLOYEES’
ASSOCIATION

Complainant,

v.

CITY OF LAS VEGAS,

Respondent.

Case No. 2024-025

NOTICE OF HEARING

- TO: Complainant, by and through its attorney, Jeffrey F. Allen, Esq., of the Las Vegas City Employees’ Association; and
- TO: Respondent, by and through its attorneys, Nechole Garcia, Esq., Chief Deputy City Attorney and Michelle Di Silvestro Alanis, Esq., Deputy City Attorney.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE pursuant to NRS 233B.121(2), that the Government Employee-Management Relations Board (“Board”) will conduct a hearing in the above-captioned matter:

Panel

This case has been assigned to Panel A. The Presiding Officer shall be Chair Brent C. Eckersley, Esq. The other panel members are Board Member Sandra Masters and Board Member Tammara Williams.

Dates and Times of Hearing

Wednesday, October 16, 2024 at 8:15 a.m.; and continuing on Thursday, October 17, 2024 at 8:15 a.m., if necessary.

1 **Location of Hearing**

2 The hearing will be held in the Carl Dodge Conference Room, which is located on the fourth
3 floor of the Nevada State Business Center, 3300 W. Sahara Avenue, Las Vegas, NV 89102. The
4 hearing will also be held virtually using WebEx. The attorneys of record, witnesses, court reporter, one
5 or more of the panel members and the Commissioner will be present in-person. The Deputy Attorney
6 General assigned to the agency and the remaining panel members will be present via WebEx.
7 Preliminary motions will be heard at the beginning of the hearing. The Panel may deliberate and take
8 possible action on this case after the hearing has concluded.

9
10 **Details Regarding Events Prior to the Hearing**

11 1. Pursuant to NAC 288.273, the EMRB Commissioner will hold a prehearing conference on
12 **Monday, September 30, 2024 at 10:00 a.m.** The prehearing conference will be held using WebEx.
13 The Board Secretary will send log-in instructions to the attorneys of record prior to the prehearing
14 conference. The prehearing conference will use the WebEx online software platform so that the
15 computer, software, camera, and microphone may be tested.

16 Also at the prehearing conference an attempt will be made to formulate or simplify the issues;
17 obtain admissions of fact which will avoid unnecessary proof; discuss proposed exhibits; limit the
18 number of witnesses; and establish any other procedure which may expedite the orderly conduct and
19 disposition of the proceedings.

20 2. The parties shall submit three (3) sets of tagged joint exhibits to be received by the
21 EMRB, 3300 W. Sahara Avenue, Suite 490, Las Vegas, Nevada 89102, no later than one week prior to
22 the start of the hearing, so as to enable the office staff to distribute the exhibits to the panel members in
23 time for the hearing. Please note that the number of sets of exhibits to be received by the EMRB is in
24 addition to any sets of exhibits that may be used by the attorneys of record. Each attorney shall also be
25 responsible to have a set of exhibits at the designated location for its witnesses.

26 3. The parties will also need to submit an electronic version of the exhibits, along with a
27 table of contents of the exhibits, no later than one week prior to the start of the hearing. Each electronic
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1 exhibit shall be a .pdf file. Arrangements on the means of transmittal shall be made with the Board
2 Secretary.

3 4. Unless otherwise excused by the Chair for good cause, all subpoena requests must be
4 submitted to the EMRB no later than one week prior to the hearing.

5 6 **Details of Hearing**

7 1. The legal authority and jurisdiction for this hearing are based upon NRS 288.110, NRS
8 288.280 and the Nevada Administrative Code, Chapter 288.

9 2. The time allotted for the hearing shall be six (6) hours for the Complainant and six (6)
10 hours for the Respondent, including cross-examination.

11 3. The Complainant shall be responsible for retaining a certified court reporter to take
12 verbatim notes of the proceedings. Pursuant to NAC 288.370, the cost of reporting shall be shared
13 equally by the parties and the Board shall be furnished the original of the transcript so taken.
14 Complainant shall work with the court reporter to ensure that the court reporter will also be able to
15 attend online using the afore-mentioned software product.

16 17 **Statement of Issues Involved**

18 Based upon the prehearing statements filed in this matter, and pursuant to NRS 233B.121(2)(d),
19 the issues to be addressed at the hearing are identified as follows:

20 **Complainant's Statement of Issues**

- 21 1. Whether Respondent City of Las Vegas ("City") failed to provide the information and
22 documents requested by the LVCEA pursuant to NRS 288.180(2) and thereby committed a
23 prohibited labor practice in violation of NRS 288.270(1).

24 **Respondent's Statement of Issues**

- 25 1. Whether the Las Vegas City Employees' Association (hereinafter referred to as "LVCEA")
26 gave written notice of their desire to negotiate insurance rates and new insurance quotes
27 pursuant to NRS 288.180(1).
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2. Whether LVCEA made reasonable requests for information relevant to the negotiations pursuant to NRS 288.180(2).
3. Whether the City failed to provide information pursuant to NRS 288.180(2).
4. Whether LVCEA acted in bad faith by not advising the City they wanted to obtain insurance quotes and by allowing its insurance broker to misrepresent their authority to the City's insurance carriers.

This Notice of Hearing will further serve as notice to all parties herein that, upon conclusion of the Hearing or as otherwise necessary to deliberate toward a decision on the complaint, the Board may move to go into closed session pursuant to NRS 288.220(5).

DATED this 20th day of September 2024.

GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

BY 

BRUCE K. SNYDER, Commissioner

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Government Employee-Management Relations Board, and that on the 20th day of September 2024, I served a copy of the foregoing **NOTICE OF HEARING** by mailing a copy thereof, postage prepaid to:

Jeffrey F. Allen, Esq.
Las Vegas City Employees' Association
857 N. Eastern Ave.
Las Vegas, NV 89101

Nechole Garcia, Esq.
Chief Deputy City Attorney
Michelle Di Silvestro Alanis, Esq.
Deputy City Attorney
495 S. Main Street 6Th Floor
Las Vegas, NV 89101



MARISU ROMUALDEZ ABELLAR
Executive Assistant

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1 JEFFREY F. ALLEN, ESQ.
2 Nevada Bar No. 9495
3 857 N. Eastern Avenue
4 Las Vegas, NV 89101
5 Phone: (702) 595-1127

6 Attorney for Complainant,
7 Las Vegas City Employees' Association

FILED
July 11, 2024
State of Nevada
E.M.R.B.
2:51 p.m.

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

11 * * * *

12 LAS VEGAS CITY EMPLOYEES'
13 ASSOCIATION

14 Complainant,

15 vs.

16 THE CITY OF LAS VEGAS,

17 Respondent.

) CASE NO.: 2024-025

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**PROHIBITED LABOR PRACTICES
COMPLAINT**

[Expedited Hearing Requested Pursuant
to NRS 288.280]

18 COMES NOW, Las Vegas City Employees' Association ("LVCEA"), by and through its
19 counsel, Jeffrey F. Allen, Esq., and for its Prohibited Labor Practices Complaint against the City
20 of Las Vegas ("City"), complains and alleges as follows:

21 1. At all relevant times herein, the LVCEA was and is a Nevada non-profit
22 corporation, authorized and doing business in the County of Clark, State of Nevada and is a
23 government employee organization within the meaning of NRS §288.040.

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

26 3. At all times relevant herein, the City has recognized the LVCEA as the exclusive
27 bargaining agent and employee organization for classified non-sworn employees of the City.
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1 4. The Government Employee-Management Relations Board has jurisdiction over
2 the parties and the subject matter of this Prohibited Labor Practices Complaint pursuant to the
3 provisions of NRS Chapter 288.

4 5. The LVCEA and the City are parties to a Collective Bargaining Agreement
5 (“CBA”), which became effective July 1, 2022. The CBA was supposed to expire on June 30,
6 2024 but instead it remains in force and effect because the parties have not yet negotiated a
7 successor CBA.

8 6. On December 14, 2023, the LVCEA advised the City in writing that it wished to
9 commence negotiations for a successor CBA. The parties subsequently entered into negotiations
10 on January 25, 2024.

11 7. One of the Articles of the CBA that is being negotiated is Article 18- Medical
12 Benefits. The LVCEA has advanced a proposal in negotiations to lower the cost to LVCEA
13 represented employees for health insurance. The LVCEA has also communicated to the City that
14 it is exploring the possibility of creating a Health & Welfare Trust for its bargaining unit rather
15 than continuing to have its bargaining unit members receive health insurance from the City.

16 8. In the course of negotiations, the LVCEA has sent the City three (3) Requests for
17 Information to the City regarding health insurance pursuant to NRS 288.180(2).

18 9. The LVCEA’s Request for Information #1 was sent to the City on March 21, 2024
19 and sought the following information: “We do want to see the complete, fully executed,
20 contracts between the City and the insurance providers for the medical insurance benefits
21 provided to LVCEA represented employees. That will include all attachments, addendums, etc.
22 Again, our request is for all such agreements for calendar years 2024, 2023 and 2022. Thank
23 you.” This information is necessary for the LVCEA to assess the true cost of the insurance
24 benefits that the City has claimed it is providing to the LVCEA.

25 10. The LVCEA’s Request for Information #2 was sent to the City on May 28, 2024
26 and sought the following information: “For each City employee in the LVCEA bargaining unit,
27 we are asking for their name, gender, date of birth, the zip code where they reside and whether
28 they have any dependents that the city provides medical insurance for. If they do have

1 dependents, we are asking for the name of the dependents, their gender, their date of birth, and
2 the zip code where they reside.” This information is necessary for the LVCEA to both assess the
3 true cost of the insurance benefits that the City has claimed it is providing to the LVCEA as well
4 as to explore the feasibility and cost of establishing a Health & Welfare Trust for LVCEA
5 represented employees and obtaining health insurance through a third party.

6 11. The LVCEA’s Request for Information #3 was sent to the City on June 25, 2024
7 and sought the following information: “a) Aggregate claims reporting for medical insurance for
8 2021 and for 2022; Apparently 2023 has already been provided; b) Large claims (medical & RX)
9 report for medical insurance to coincide with aggregate claims reporting for 2021, 2022 and
10 2023; c) Aggregate claims reporting for dental insurance for 2021, 2022 and 2023.” This
11 information is also necessary for the LVCEA to both assess the true cost of the insurance benefits
12 that the City has claimed it is providing to the LVCEA as well as to explore the feasibility and
13 cost of establishing a Health & Welfare Trust for LVCEA represented employees and obtaining
14 health insurance through a third party.

15 12. The City has failed and refused to provide the information that the LVCEA
16 requested in its three Requests for Information. The City’s failure to provide the LVCEA with
17 the requested information constitutes a breach of the City’s obligation to bargain in good faith
18 pursuant to NRS 288.150, a breach of the City’s obligation to provide information pursuant to
19 NRS 288.180(2) and therefore constitutes a prohibited labor practice in violation of NRS
20 288.270(1)(a),(e) and (g).

21 13. Pursuant to NRS 288.280, the LVCEA respectfully requests that this Board make
22 a determination on the matter herein on an expedited basis.

23 Wherefore, the LVCEA pray for judgment against the City as follows:

24 1. For a Declaratory Order holding that the City engaged in a prohibited labor
25 practice by failing and refusing to provide the LVCEA with the information that it has requested
26 in its three Requests for Information, and that the City must refrain from continuing such a
27 prohibited labor practice;

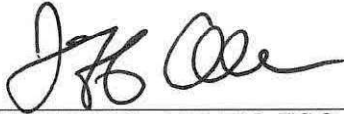
28 2. For an Order requiring the City to provide the LVCEA with the

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information that it has requested in its three Requests for Information;

- 3. For attorneys fees and costs;
- 4. For such other and further relief as the Board deems just and proper.

Dated: July 11, 2024

By: 

JEFFREY F. ALLEN, ESQ.
Nevada Bar No. 9495
Attorneys for Complainant,
Las Vegas City Employees' Association

1 JEFFRY M. DOROCAK
City Attorney
2 Nevada Bar No. 13109
By: MORGAN DAVIS
3 Senior Assistant City Attorney
Nevada Bar No. 3707
4 By: MICHELLE DI SILVESTRO ALANIS
Deputy City Attorney
5 Nevada Bar No. 10024
495 South Main Street, Sixth Floor
6 Las Vegas, NV 89101
(702) 229-6629 (office)
7 (702) 386-1749 (fax)
Email: malanis@lasvegasnevada.gov
8 Attorneys for CITY OF LAS VEGAS

FILED
August 5, 2024
State of Nevada
E.M.R.B.
2:45 p.m.

9 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

10 STATE OF NEVADA

11 LAS VEGAS CITY EMPLOYEES'
ASSOCIATION,

12 Complainant,

13 vs.

14 THE CITY OF LAS VEGAS,

15 Respondent.

CASE NO. 2024-025

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17 **RESPONDENT'S ANSWER TO PROHIBITED LABOR PRACTICES COMPLAINT**

18 Respondent, City of Las Vegas (hereinafter referred to as "CITY"), by and through its
19 attorneys of record Jeffry M. Dorocak, City Attorney, by Morgan Davis, Senior Assistant City
20 Attorney, and by Michelle Di Silvestro Alanis, Deputy City Attorney, and hereby answers
21 Complainants' Prohibited Labor Practices Complaint as follows:

- 22 1. Answering Paragraph 1 of Complainants' Complaint on file herein, CITY admits
23 the allegations in this paragraph.
- 24 2. Answering Paragraph 2 of Complainants' Complaint on file herein, CITY admits
25 the allegations in this paragraph.
- 26 3. Answering Paragraph 3 of Complainants' Complaint on file herein, CITY admits
27 the allegations in this paragraph.
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1 4. Answering Paragraph 4 of Complainants' Complaint on file herein, CITY admits
2 the allegations in this paragraph.

3 5. Answering Paragraph 5 of Complainants' Complaint on file herein, CITY admits
4 the allegations in this paragraph.

5 6. Answering Paragraph 6 of Complainants' Complaint on file herein, CITY admits
6 the allegations in this paragraph.

7 7. Answering Paragraph 7 of Complainants' Complaint on file herein, CITY admits
8 one of the Articles being negotiated is Article 18-Medical Benefits. The CITY also admits the
9 LVCEA has advanced a proposal in negotiations to lower the cost to LVCEA represented
10 employees for health insurance. The CITY denies the remaining allegations therein.

11 8. Answering Paragraph 8 of Complainants' Complaint on file herein, CITY admits
12 LVCEA sent what it labeled as three requests for information to the City during negotiations. The
13 CITY denies the remaining allegations therein.

14 9. Answering Paragraph 9 of Complainants' Complaint on file herein, CITY admits
15 LVCEA sent what it labeled as a first request for information on March 21, 2024, requesting the
16 contracts between the CITY and the insurance providers. The CITY responded and provided
17 information. The CITY denies the remaining allegations therein.

18 10. Answering Paragraph 10 of Complainants' Complaint on file herein, CITY admits
19 LVCEA sent what it labeled as a second request for information on May 28, 2024, requesting the
20 name, gender, date of birth, zip code of the covered employees and their insured dependents. The
21 CITY responded and provided information. The CITY denies the remaining allegations therein.

22 11. Answering Paragraph 11 of Complainants' Complaint on file herein, CITY admits
23 LVCEA sent what it labeled as a third request for information on June 25, 2024, requesting
24 aggregate claims reporting for medical insurance for 2021 and 2022; large claims report for
25 medical insurance to coincide with aggregate claims; and aggregate claims reporting for dental
26 insurance for 2021, 2022, and 2023. The CITY responded and provided information. The CITY
27 denies the remaining allegations therein.

28

1 12. Answering Paragraph 12 of Complainants’ Complaint on file herein, CITY denies
2 each and every allegation in this paragraph in its entirety.

3 13. Answering Paragraph 13 of Complainants’ Complaint on file herein, CITY states
4 that no answer is required because the statement is not a factual allegation but instead calls for a
5 legal conclusion. If an answer is required, CITY denies each and every allegation in this paragraph
6 in its entirety.

7 **FIRST AFFIRMATIVE DEFENSE**

8 All or part of the allegations asserted in the Complaint are untimely.

9 **SECOND AFFIRMATIVE DEFENSE**

10 Complainants’ Complaint fails to state a claim upon which relief can be granted.

11 **THIRD AFFIRMATIVE DEFENSE**

12 Complainants’ Complaint and each cause of action therein is barred by the doctrine of
13 waiver.

14 **FOURTH AFFIRMATIVE DEFENSE**

15 Complainants’ Complaint and each cause of action therein is barred by the doctrine of
16 estoppel.

17 **FIFTH AFFIRMATIVE DEFENSE**

18 Complainant has failed to exhaust its administrative remedies.

19 **SIXTH AFFIRMATIVE DEFENSE**

20 Complainant did not request reasonable information that was necessary for and relevant to
21 the negotiations pursuant to NRS 288.180(2).

22 **SEVENTH AFFIRMATIVE DEFENSE**

23 Complainant engaged in fraud in the negotiations when it failed to state that they would be
24 hiring an insurance broker who would be improperly holding themselves out as an agent of the
25 City.

26 **EIGHTH AFFIRMATIVE DEFENSE**

27 At all times mentioned in the Complaint, CITY acted in a good faith belief that its actions
28 were legally justified or excused.

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NINTH AFFIRMATIVE DEFENSE

Complainant’s claims are barred due to a failure to comply with statutory and/or contractual conditions.

TENTH AFFIRMATIVE DEFENSE

The allegations in the Complaint present at best questions of interpretation of the CBA and/or issues of procedural arbitrability that are to be decided by an Arbitrator and are outside the jurisdiction of this Honorable Board. As a result, the matter should be dismissed or deferred under the Limited Deferral Doctrine.

ELEVENTH AFFIRMATIVE DEFENSE

Pursuant to N.R.C.P. 11, all possible affirmative defenses may not have been alleged herein insofar as sufficient facts were not available after reasonable inquiry upon the filing of Respondent’s Answer, therefore, this answering Respondent reserves the right to amend its Answer to allege additional affirmative defenses if subsequent investigation so warrants.

WHEREFORE, answering Respondent, City of Las Vegas prays for judgment, as follows:

1. That Complainant take nothing by way of its Complaint on file herein;
2. For reasonable attorney’s fees and costs incurred in defending this action; and
3. For such other and further relief as this Board may deem just and proper.

DATED this 5th day of August, 2024.

JEFFRY M. DOROCAK
City Attorney

By: 
MICHELLE DI SILVESTRO ALANIS
Deputy City Attorney
Nevada Bar No. 10024
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2024, I served a true and correct copy of the foregoing
RESPONDENT’S ANSWER TO PROHIBITED LABOR PRACTICES COMPLAINT via
electronic mail (or, if necessary, by United States Mail at Las Vegas, Nevada, postage fully
prepaid) upon the following:

Jeffrey F. Allen, Esq.
857 N. Eastern Avenue
Las Vegas, NV 89101
Email: jeffreyfallen@aol.com
*Attorneys for Complainant,
Las Vegas City Employees’ Association*


AN EMPLOYEE OF THE CITY OF LAS VEGAS

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1 JEFFREY F. ALLEN, ESQ.
2 Nevada Bar No. 9495
3 857 N. Eastern Avenue
4 Las Vegas, NV 89101
5 Phone: (702) 595-1127

6 Attorney for Complainant,
7 Las Vegas City Employees' Association

FILED
August 15, 2024
State of Nevada
E.M.R.B.
8:27 a.m.

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

11 * * * *

12 LAS VEGAS CITY EMPLOYEES') CASE NO.: 2024-025
13 ASSOCIATION)
14 Complainant,)
15 vs.) LVCEA'S PRE-HEARING
16 THE CITY OF LAS VEGAS,) STATEMENT
17 Respondent.)
18 _____)

19 Complainant Las Vegas City Employees' Association ("LVCEA") hereby submits the
20 following Pre-Hearing Statement pursuant to Nevada Administrative Code §288.250. The
21 LVCEA reserves the right to supplement or to amend this Pre-Hearing Statement as new or
22 additional information becomes available.

23 **STATEMENT OF ISSUES**

24 Whether Respondent City of Las Vegas ("City") failed to provide the information and
25 documents requested by the LVCEA pursuant to NRS 288.180(2) and thereby committed a
26 prohibited labor practice in violation of NRS 288.270(1).
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. FACTS**

3 The LVCEA and the City are parties to a Collective Bargaining Agreement (“CBA”),
4 which became effective July 1, 2022. The CBA was supposed to expire on June 30, 2024 but
5 instead it remains in force and effect because the parties have not yet negotiated a successor
6 CBA. On December 14, 2023, the LVCEA advised the City in writing that it wished to
7 commence negotiations for a successor CBA. The parties subsequently entered into negotiations
8 on January 25, 2024.

9 One of the Articles of the CBA that is being negotiated is Article 18- Medical Benefits.
10 The LVCEA advanced a proposal in negotiations to lower the cost to LVCEA represented
11 employees for health insurance. The LVCEA also communicated to the City that it is exploring
12 the possibility of creating a Health & Welfare Trust for its bargaining unit rather than continuing
13 to have its bargaining unit members receive health insurance from the City.

14 In the course of negotiations, the LVCEA sent the City three (3) Requests for Information
15 regarding health insurance pursuant to NRS 288.180(2). The LVCEA’s Request for Information
16 #1 was sent to the City on March 21, 2024 and stated in pertinent part:

17 “We do want to see the complete, fully executed, contracts between the City and
18 the insurance providers for the medical insurance benefits provided to LVCEA
19 represented employees. That will include all attachments, addendums, etc. Again,
20 our request is for all such agreements for calendar years 2024, 2023 and 2022.
21 Thank you.”

22 The LVCEA’s Request for Information #2 was sent to the City on May 28, 2024 and
23 stated in pertinent part:

24 “So I wish to be perfectly clear. Pursuant to NRS 288.180(2), the LVCEA is
25 hereby formally requesting the same information that we have informally
26 attempted to obtain from the City. Such information requested is as follows:

27 For each City employee in the LVCEA bargaining unit, we are asking for their
28 name, gender, date of birth, the zip code where they reside and whether they have
any dependents that the city provides medical insurance for. If they do have
dependents, we are asking for the name of the dependents, their gender, their date
of birth, and the zip code where they reside.

If the City refuses to provide us with this information, we will be left with no
choice but to file a Complaint with the EMRB.

Additionally, I note that the City has to date failed and refused to provide the

1 insurance contracts that the LVCEA formally requested pursuant to NRS
288.180(2) back on March 21, 2024. We expect those documents as well.

2 The LVCEA's Request for Information #3 was sent to the City on June 25, 2024 and
3 stated in pertinent part:

4 "The LVCEA hereby submits the following request for information (#3) relative
5 to health insurance pursuant to NRS 288.180(2):

- 6 a) Aggregate claims reporting for medical insurance for 2021 and for 2022;
Apparently 2023 has already been provided.
- 7 b) Large claims (medical & RX) report for medical insurance to coincide with
aggregate claims reporting for 2021, 2022 and 2023.
- 8 c) Aggregate claims reporting for dental insurance for 2021, 2022 and 2023.

9 I will note that the City has failed to respond to the LVCEA's requests for
information #1 and #2."

10 This information in the LVCEA's three Requests for Information is necessary for the
11 LVCEA to both assess the true cost of the insurance benefits that the City has claimed it is
12 providing to the LVCEA as well as to explore the feasibility and cost of establishing a Health &
13 Welfare Trust for LVCEA represented employees and obtaining health insurance through a third
14 party. The City has failed and refused to provide the information that the LVCEA requested in
15 its three Requests for Information.

16 **II. ARGUMENT**

17 NRS 288.180(2) provides in pertinent part:

18 "[T]he employee organization or the local government employer may
19 request reasonable information concerning any subject matter included in the
20 scope of mandatory bargaining which it deems necessary for and relevant to the
21 negotiations. The information requested must be furnished without unnecessary
delay. The information must be accurate, and must be presented in a form
22 responsive to the request and in the format in which the records containing it are
ordinarily kept."

23 The LVCEA sent three Requests for Information to the City pursuant to NRS 288.180(2).
24 The requests sought health insurance information relevant to negotiations. Specifically, the
25 LVCEA requested information that would allow it to assess the true cost of the City providing
26 health insurance to LVCEA bargaining unit employees as well as the potential cost for the
27 LVCEA to secure health insurance through alternative means. The City failed to provide the
28 documents requested in Request for Information #1, failed to provide the complete information
requested in Request for Information #2 and failed to provide any of the information requested in

1 Request for Information #3. The City has no excuse whatsoever for its failure and refusal to
2 provide the requested information and documents. Consequently, the City has failed to comply
3 with NRS 288.180(2) and has therefore committed a prohibited labor practice in violation of
4 NRS 288.270(1).

5 **RELATED PROCEEDINGS**

6 There are no pending or anticipated administrative, judicial or other proceedings related
7 to the subject of the matter herein.

8 **LIST OF WITNESSES**

9 Complainants reserve the right to call the following witnesses at the hearing of this
10 matter, exclusive of rebuttal witnesses:

- 11 1. Stephanie Demoleas, Vice-President of the LVCEA: Expected to testify about the
12 LVCEA's Requests for Information, the need for same, and the City's failure to provide the
13 requested information or documents.
- 14 2. Vince Zamora, Director of Human Resources for the City: Expected to testify about the
15 LVCEA's Requests for Information and the City's failure to provide the requested information or
16 documents.

17 **TIME NEEDED FOR PRESENTATION OF COMPLAINANT'S CASE**

18 Counsel estimates that the presentation of the LVCEA's case will require no more than
19 one (1) hour, not including cross-examination and any time that may be required for questions
20 from members of the Board or deliberations of the Board.

21
22 Dated: August 15, 2024

23 By:  _____

24 JEFFREY F. ALLEN, ESQ.
25 Nevada Bar No. 9495
26 Attorneys for Complainant,
27 Las Vegas City Employees' Association
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CERTIFICATE OF SERVICE

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The undersigned hereby certifies that, on August 15, 2024, a copy of **LVCEA'S PRE-HEARING STATEMENT** for the above captioned matter was served via e-mail on:

Morgan Davis Esq.
Assistant City Attorney
Email: mdavis@lasvegasnevada.gov
counsel for Respondent, City of Las Vegas

The undersigned further certifies that the City of Las Vegas has agreed in this matter to accept service of process on behalf of Respondent, City of Las Vegas.



Jeffrey F. Allen

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FILED
August 26, 2024
State of Nevada
E.M.R.B.
5:00 p.m.

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10 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

11 STATE OF NEVADA

12 LAS VEGAS CITY EMPLOYEES'
ASSOCIATION,

13 Complainant,

14 vs.

15 THE CITY OF LAS VEGAS,

16 Respondent.

CASE NO. 2024-025

17
18 **RESPONDENT'S PREHEARING STATEMENT**

19 Respondent, City of Las Vegas (hereinafter referred to as "City"), by and through its
20 attorneys of record Jeffry M. Dorocak, City Attorney, by Nechole M. Garcia, Chief Deputy City
21 Attorney, and by Michelle Di Silvestro Alanis, Deputy City Attorney, hereby submits the
22 following Prehearing Statement pursuant to NAC 288.250.

23 **A. Statement of the Issues of Fact and Law**

- 24 1. Whether the Las Vegas City Employee's Association (hereinafter referred to as
25 "LVCEA") gave written notice of their desire to negotiate insurance rates and
26 new insurance quotes pursuant to NRS 288.180(1).
27 2. Whether LVCEA made reasonable requests for information relevant to the
28 negotiations pursuant to NRS 288.180(2).

3. Whether the City failed to provide information pursuant to NRS 288.180(2).
4. Whether LVCEA acted in bad faith by not advising the City they wanted to obtain insurance quotes and by allowing its insurance broker to misrepresent their authority to the City's insurance carriers.

B. Memorandum of Points and Authorities

1. Facts

The City and LVCEA are parties to a Collective Bargaining Agreement ("CBA") effective July 1, 2024 to June 30, 2024, which covers civil service employees. On December 14, 2023, LVCEA notified the City of their intent to negotiate for a successor CBA. The parties entered into negotiations on January 25, 2024. The parties had **seven** bargaining sessions before LVCEA declared impasse. However, at **no point** during any of those seven sessions did LVCEA discuss creating a Health & Welfare Trust nor did they discuss obtaining insurance quotes. In fact, the City specifically asked LVCEA at the bargaining table if they were exploring these options and they said, "No."

Health insurance for the majority of City employees is provided by fully purchased, premium based policies. Multiple different plans are offered, for selection by employees, with varying benefit and costs options. The parties have a long-term negotiated agreement that the City will pay 100% of the premium cost for employees, and 50% of the premium costs for employee's dependent coverage. During these negotiations LVCEA's sole proposal was to increase the City's cost of dependent coverage from 50% to 75%. At the bargaining table, the City specifically asked LVCEA if they were considering any proposals whereby bargaining unit members would obtain coverage through a trust or different arrangement and were specifically told "NO". Further, the LVCEA declared impasse without ever making a proposal to establish a trust fund, or obtain coverage from any different provider.

When making the proposal to increase the City's share of dependent coverage costs, LVCEA requested the City provide information that would reflect the current number of bargaining unit members participating in all plans, as well as costs. This exact type of information has been generated and provided to LVCEA upon its request in several past

1 negotiations, and was done so in the current negotiations. This information included the actual
2 cost of premiums. The LVCEA later indicated it was requesting information to determine the
3 exact premium costs that the City was expending on coverage provided to LVCEA bargaining
4 unit members, and wanted copies of actual policies and/or contracts the City had entered into to
5 determine those premium costs. At this point, it became clear LVCEA was attempting to obtain
6 information that was not reasonable or relevant to the subject being negotiated, which was the
7 cost of coverage under the existing structure. Rather, LVCEA was using this as a pretense to
8 unreasonably attempt to seek information that was not related to the proposal. Although not
9 related to the proposal made, the City nonetheless provided significant information to LVCEA.
10 For example, the City provided censuses, plan documents, claims experience, and insurance
11 rates.

12 On February 26, 2024, LVCEA Vice President, Stephanie Demoleas forwarded an email
13 to the City from Custom Benefit Consultants, Inc. (hereinafter “CBC”) insurance broker, with
14 the subject “Employee Benefit RFP,” which included a census template and authorization to
15 release information. The body of the email stated that CBA would be asking for **current rates,**
16 **plan documents, experience, rate guarantees, enrollment by month, and diagnosis and**
17 **prognosis for high dollar claims.** Based on this email, Vince Zamora, Director of Human
18 Resources for the City, realized LVCEA wanted to explore insurance options again and
19 immediately began working with the City’s insurance broker in obtaining the responsive
20 information for LVCEA.

21 On March 21, 2024, Counsel for LVCEA sent an email with the subject line “LVCEA
22 Request for Information #1.” The email requested “complete, fully executed, contracts between
23 the City and the insurance providers for the medical insurance benefits provided to LVCEA
24 represented employees. That will include all attachments, addendums, etc.” While this email is
25 titled “Request for Information #1” clearly, LVCEA had already requested information and the
26 City was diligently and in good faith working on responsive information and documents.
27 Moreover, a health trust and/or new health insurance was not a subject of negotiations.

28 On April 9, 2024, Mr. Zamora sent an email to LVCEA President, Deandre Caruthers,

1 and Ms. Demoleas with **eight attachments**, which included the following requested information:

- 2 • Medical Census
- 3 • Dental Census
- 4 • Vision Census
- 5 • CEA Medical Experience
- 6 • Plan Documents
 - 7 ○ Medical SOBs
 - 8 ■ Five fully-insured HPN Medical plans: POS, HMO, PPO, Value POS, Value HMO
 - 9 ○ Dental Benefit Summary
 - 10 ■ Two Dental plans: Core and Buy-up
 - 11 ○ Vision EOC
 - 12 ■ Two Vision plans: Base and Buy-up
- 13 • CLV 2023 & 2024 Medical Insurance Rates

14 Mr. Zamora’s April 9th email included the requested information made by Ms. Demoleas
15 on February 26th. The Census files included categories for benefit group, plan type, plan name,
16 option, zip code, age, and gender.

17 On April 17, 2024, LVCEA reached out to Mr. Zamora forwarding CBC’s request for the
18 executed Authorization to Release. That same day, Mr. Zamora responded to LVCEA and
19 advised that everything that was requested had been provided (census, plan designs, certificates,
20 rates, and anonymous detailed medical claims info). Mr. Zamora was not agreeable to signing an
21 Authorization allowing a non-city vetted or approved broker access to City employee’s
22 confidential information. That same day, Ms. Demoleas with LVCEA responded saying
23 “understood, I will find out what is missing etc.”

24 While the City was in good faith working on gathering information that it did not have an
25 obligation to provide, LVCEA was in bad faith allowing CBC to contact insurance carriers
26 falsely claiming they were a representative of the City and working on behalf of the City. These
27 misrepresentations caused confusion with the insurance carriers. The City contacted LVCEA and
28 demanded any such attempts stop.

On April 24, 2024, Mr. Zamora contacted LVCEA and Brooke Frame, CBC broker, and
advised he had learned that Ms. Frame was contacting the City’s insurance carriers representing
that she was making a “request for a proposal for *the City*,” working to “obtain more information
for *the City*” and “bidding out *their* entire benefit package.” He asked her to cease and desist

1 making those representations as she had no business relationship with the City and was instead
2 working on behalf of LVCEA.

3 That same day, Ms. Frame responded to Mr. Zamora acknowledging that there was an
4 address error that may have caused confusion to the insurance carriers on their bid request. She
5 also noted that the “RFP’s” were redistributed with the corrected address and would also make
6 outreach phone calls. Mr. Zamora noted that the insurance carriers would be confused on who to
7 contact based on the language of her email where she specifically references the City instead of
8 LVCEA. Mr. Zamora noted that the information previously provided was a result of the City’s
9 good faith efforts with the City’s carriers via the broker to meet the LVCEA’s requests. On April
10 24, 2024, Ms. Frame admitted that she used the incorrect name in her email addressed to the
11 carriers, which gave the appearance that she was requesting bids on behalf of the City.

12 Thereafter, Counsel for LVCEA called Counsel for the City and discussed the requests
13 for information, at which time it was discussed that the information requested did not reasonably
14 relate to the proposal at the table, as well as the fact that the LVCEA had employed a
15 contractor/consultant who had been inappropriately attempting to represent it was employed by
16 the City. As a result, the City believed it had provided all relevant and necessary information to
17 establish the premiums, had provided other information unrelated to the proposal, and would not
18 be providing any further information.

19 On May 2, 2024, Ms. Demoleas said she has been back and forth with CBC on what is
20 needed and had it pared down to **one excel spreadsheet** (titled LVCEA Health **Census-**
21 **Medical**).

22 On May 9, 2024, Mr. Zamora emailed the union with three attached files (1) Census
23 Dental; (2) **Census-Medical**; and (3) Census Vision. One of the three files was the exact file
24 requested by the LVCEA. The three census files included numerous pages of a spreadsheet
25 identifying categories for benefit group, plan type, plan name, status, option (either employee,
26 employee + spouse, employee + child(ren) or employee + family), DOB, and Gender.

27 On May 20, 2024, Ms. Demoleas emailed Mr. Zamora asking for additional information
28 including the first and last name of the subscriber and the first, last name and date of birth for

1 each dependent.

2 On May 21, 2024, Mr. Zamora emailed LVCEA with three attached files (1) Census
3 Dental; (2) Census-Medical; and (3) Census Vision. The three census files included the prior
4 information with the updated and additional category of zip code for employees, retirees, and
5 dependents. See sample below:

Benefit Group	Plan Type	Plan Name	Status	Option	DOB	Gender	Zip Code
LVCEA	Medical	HPN HMO	Active	Employee + Family	02/09/74	M	89110
LVCEA	Medical	HPN HMO	Active	Employee	03/02/54	F	89103
LVCEA	Medical	HPN HMO	Active	Employee	01/13/00	F	89117
LVCEA	Medical	HPN HMO	Active	Employee + Family	02/13/84	M	89119
LVCEA	Medical	HPN HMO	Active	Employee + Family	09/15/83	M	89128
LVCEA	Medical	HPN HMO	Active	Employee + Child(ren)	12/24/83	F	89031

10 In this email, Mr. Zamora explained that names of the employees were not included to
11 **preserve confidentiality**. Mr. Zamora also reiterated the parties' agreement that LVCEA's
12 "broker would not be soliciting quotes from HPN/UHC, MetLife, and VSP."

13 On May 28, 2024, counsel for LVCEA sent an email to the City with the subject line
14 "LVCEA Request for Information #2." However, as described above, there were several other
15 requests to which the City had already responded. The May 28th email noted that the City
16 provided census data including dates of birth, gender, and zip code for the LVCEA members but
17 that it still needed additional information. For each City employee in the LVCEA bargaining
18 unit, LVCEA was "asking for their name, gender, date of birth, the zip code where they reside
19 and whether they have any dependents...If they do have dependents, we are asking for the name
20 of the dependents, their gender, their date of birth, and the zip code where they reside."

21 Basically, LVCEA acknowledged the information that the City already provided but still
22 want all employee names. Additionally LVCEA wanted all LVCEA dependent names, their
23 gender, date of birth and zip code. As previously noted, this was already addressed by Mr.
24 Zamora as he wanted to preserve confidentiality of the employee's names. Further, it would be
25 unduly burdensome to require the list of dependents and a further breach of confidentiality.

26 On June 25, 2024, counsel for LVCEA sent an email to the City with the subject line
27 "RFI #3." In this email LVCEA requested, aggregate claims reporting for medical insurance for
28

1 2021 and 2022; LVCEA noted that “**2023 has already been provided.**” LVCEA also requested
2 large claims (medical & Rx) report for medical insurance to coincide with aggregate claims
3 reporting for 2021, 2022, and 2023 and aggregate claim reporting for dental insurance for 2021,
4 2022, and 2023. Approximately, two weeks later, LVCEA filed the instant Prohibited Practices
5 Complaint.

6 It is clear that the City continuously provided information for requests that were both
7 reasonable and relevant to the negotiations. However, LVCEA continuously came back seeking
8 additional information that was confidential and burdensome to obtain. LVCEA also
9 misrepresented both their intent in this process as well as their authority to obtain insurance
10 quotes on behalf of the City. The City provided information in good faith and the information
11 was more than adequate for LVCEA’s stated purpose during negotiations, and for LVCEA to
12 obtain the desired insurance quotes.

13 2. Legal Arguments

14 a. Legal Standard

15 NRS 288.033 establishes an obligation for parties to negotiate in good faith. When an
16 employee organization wants to negotiate on a particular subject matter, it *must* give written
17 notice to the local government employer. *See* NRS 288.180(1)(emphasis added).
18

19 NRS 288.180(2) states in relevant part:

20 *Following* the notification provided for in subsection 1, the employee
21 organization or the local government employer may request *reasonable*
22 *information* concerning any subject matter included in the scope of
23 mandatory bargaining which it deems *necessary for* and *relevant to* the
24 negotiations. The information requested must be furnished without
25 unnecessary delay. The information must be accurate, and must be
26 presented in a form responsive to the request and in the format in which
27 the records containing it are ordinarily kept. (emphasis added)

28 In *Clark Co. Public Employee Assoc. v. University Med. Center*, Case No. AI-045501,
Item No. 299, this Board ruled that “[a]ccessibility of information is not one of the criteria set
forth in the statute for determining whether or not said information must be provided upon

1 request. The statutory criteria is that such information be reasonable, related to a subject within
2 the scope of mandatory bargaining, necessary for and relevant to the negotiations.”

3 “The first question in [a disclosure] case is always one of relevance. If the information
4 requested has no relevance to any legitimate union collective bargaining need, a refusal to
5 furnish it could not be an unfair labor practice.” *San Diego Newspaper Guild*, Loc. No. 95 of
6 Newspaper Guild, AFL-CIO, CLC v. N.L.R.B., 548 F.2d 863, 867 (9th Cir. 1977) quoting
7 *Emeryville Research Center v. N. L. R. B.*, 441 F.2d 880, 883 (9th Cir. 1971).

8 On the other hand, when information not ordinarily pertinent to collective bargaining,
9 such as information concerning non-unit employees, is requested by a union, relevance is not
10 assumed. Instead, the union must affirmatively demonstrate relevance to bargainable issues. *San*
11 *Diego Newspaper Guild*, 548 F.2d at 867-68. A union may satisfy its burden of demonstrating
12 relevance by showing that the information requested provides “a reasonable basis for further
13 investigation.” *Las Vegas Sands, Inc. v. N.L.R.B.*, 172 F.3d 57 (9th Cir. 1999), quoting *NLRB v.*
14 *Associated Gen'l Contractors of Cal., Inc.*, 633 F.2d 766, 771 (9th Cir.1980).

15 “Upon a clear showing of need for confidentiality, courts have found less than complete
16 disclosure justified.” *Press Democrat Pub. Co. v. N.L.R.B.*, 629 F.2d 1320, 1326 (9th Cir. 1980).

17 **b. The City did not have to provide any documents to LVCEA because**
18 **LVCEA did not notify the City of Las Vegas of their intent to negotiate a**
19 **trust or new health insurance rates.**

20 Pursuant to NRS 288.180(1), LVCEA must give written notice to the City that they want
21 to negotiate on a particular subject or in this case to create a Health & Welfare Trust or to obtain
22 new insurance quotes.

23 Here, during negotiations LVCEA’s sole proposal was to increase the City cost of
24 dependent coverage from 50% to 75%. At the bargaining table, the City specifically asked
25 LVCEA if they were considering any proposals whereby bargaining unit members would obtain
26 coverage through a trust or different arrangement and were specifically told “NO”. Further, the
27 LVCEA declared impasse without ever making a proposal to establish a trust fund, or obtain
28 coverage from any different provider. Thus, the parties were not in negotiations on a health trust

1 or health insurance quotes. Without the duty to bargain, the City had no obligation to LVCEA to
2 provide any documentation.

3 In *Reno Police Protective Association vs. City of Reno*, Case No. A1-045390, Item No.
4 175, this Board found that the City of Reno implemented new insurance plans for all employees
5 of the City, including RPPA members. Because of the new plan, the RPPA requested claims
6 experience to understand the health insurance plan with a particular health insurance provider.
7 The City of Reno consistently denied access to the claims experience and claimed the
8 information was inaccessible and unavailable. This Board found that the City failed to provide
9 information requested by the RPPA that was necessary for proceeding with mandatory
10 negotiations.

11 In *International Association of Firefighters, Local 731, vs. City of Reno and City of Reno*
12 *vs. International Association of Firefighters, Local 731*, Case No. A1-045466, Item No. 257, the
13 City of Reno unilaterally increased health insurance rates for employee's dependents but the
14 benefits were unchanged. The union brought a complaint alleging that the City of Reno violated
15 the duty to bargain and failed to provide the insurance claims history. The EMRB concluded that
16 the labor agreement between the parties had a waiver to the City's duty to bargain changes in
17 increase rates if the benefits were unchanged. The EMRB further concluded the benefits were
18 unchanged and thus the City did not have an obligation to bargain insurance rate changes. The
19 EMRB held that without the duty to bargain the City had no duty to provide information under
20 NRS 288.180(2) because the duty only arises once the parties are in negotiations. EMRB ordered
21 the Union's complaint be dismissed with prejudice and awarded attorney fees and costs to City.

22 Here, unlike the City of Reno, the City did not implement a new insurance plan nor did it
23 increase health insurance rates. The City was providing the same insurance coverage to LVCEA
24 members. Despite engaging in numerous negotiations, LVCEA **never** stated that they intended to
25 establish a trust fund or get new coverage. Despite not being under an obligation to provide
26 information, the City provided medical, dental, and vision census as well as claims experience,
27 plan documents for the 5 different health plans, dental and vision plans and 2023-2024 insurance
28 rates. Not only did the City provide information without an obligation but LVCEA acted in bad

1 faith when their insurance broker misrepresented her authority in an attempt to gain information
2 directly from the insurance carriers. Since the LVCEA did not properly notify the City of the
3 negotiations, the City was under no obligation to provide the “requested” information and
4 therefore did not engage in prohibited practices.

5 **c. LVCEA’s requests for information were not reasonable, necessary or**
6 **relevant to the insurance quote.**

7 The City was under no obligation to provide any requested information because LVCEA
8 never expressed they had intended on creating a health trust or getting new insurance quotes.
9 However, even if they had provided notice of these negotiations, LVCEA’s requests for
10 information were not reasonable, necessary or relevant to obtain an insurance quote.

11 **1. Request for signed Authorization to Release Information**

12 One of the items requested by LVCEA from the City was the City’s signature on an
13 “Authorization to Release Information.” This Authorization would have granted cart blanche
14 authority to CBC to receive information on behalf the City. LVCEA may request *reasonable*
15 *information* concerning any subject matter included in the scope of mandatory bargaining which
16 it deems necessary for and relevant to the negotiations. NRS 288.180(2).

17 Here, a signed Authorization is not a request for “reasonable information.” It is a request
18 to step into the shoes of the City and access information directly from its insurance carriers. The
19 authorization was outside the scope of reasonable requests. It would have allowed the
20 Association’s broker to access confidential information from the insurance carriers. The
21 Authorization was not needed to assess the cost of the health insurance for the City employees or
22 to obtain insurance quotes. Mr. Zamora explained he was not signing an authorization allowing a
23 non-city vetted or approved broker access to City employee’s confidential information. That
24 same day, Ms. Demoleas with LVCEA responded saying “understood, I will find out what is
25 missing etc.” There was plenty of information provided in the censuses and other emails from
26 Mr. Zamora. Since the Authorization was not a reasonable request for information, it was not a
27 prohibited practice not to provide the authorization.
28

2. **Contracts**

1 The Association requested the fully executed insurance contracts with the City’s
2 insurance carriers for medical, dental and vision. Here, the city provided the plan documents for
3 medical, dental and vision. Mr. Zamora’s April 9th email included plan documents consisting of a
4 45 page Medical Schedule of Benefits for five fully insured HPN medical plans, a 7 page dental
5 benefit summary, and a 25 page vision benefit summary. The “signed contracts” were not
6 reasonable or relevant to obtain a health insurance quote. Despite receiving these plan documents
7 as well as censuses, rates, and medical claims experience, LVCEA never used the information
8 for an insurance proposal.
9

10 3. **Census Information**

11 LVCEA requested a Census of the LVCEA members and provided a Census template.
12 On April 9th, Mr. Zamora provided **three** census files for medical, dental and vision with
13 categories for benefit group, plan type, plan name, option, zip code, age, and gender. LVCEA
14 later requested employee dates of birth rather than ages and the City **complied** and updated the
15 census files with the category of “DOB.” The City then **updated the census again** and submitted
16 a final census with categories of benefit group, plan type, plan name, status, option (either
17 employee, employee + spouse, employee + child(ren) or employee + family), DOB, Gender and
18 zip code. The City explained that it would not provide the employee names, as it is confidential.

19 LVCEA asked for a census and the City provided several censuses. The request for
20 employee names or dependent specific information is not reasonable, relevant or necessary to
21 obtain an insurance quote. The information provided by the City was sufficient to obtain an
22 insurance quote. Employee names are confidential. Additionally, specific dependent information
23 is also confidential. If the census included the employee names and a list of dependent dates of
24 birth, gender and zip code that could allow a person to obtain enough information to access
25 information about individual’s families some of whom may be minors. These documents could
26 potentially be subject to public records requests as well. Furthermore, at the time of these later
27 requests, CBC had already misrepresented their authority to the insurance providers thereby
28 acting in bad faith. The City’s responses and information to LVCEA were in good faith and there

1 was no prohibited practice.

2 **4. Claims reporting**

3 In the February 26th email from the LVCEA, CBC was requesting medical claims
4 experience. On April 9th Mr. Zamora **provided** the LVCEA with medical experience as
5 requested. In his June 25th, email Counsel for LVCEA acknowledged that the City **complied**
6 with LVCEA's request and noted that 2023 claims experience has already been provided. For the
7 first time, LVCEA now requested aggregate claims reporting for 2021 and 2022. Shortly
8 thereafter, LVCEA filed the instant Prohibited Practices Complaint. LVCEA did not allow the
9 City the ability to respond. However, the 2021 and 2022 claims are not reasonable, relevant or
10 necessary to obtain an insurance quote.

11 Based on the foregoing, despite CBC's misrepresentations and bad faith conduct during
12 this process, the City responded to the LVCEA's requests and provided significant information
13 that could have been used by LVCEA to obtain an insurance quote. Instead, LVCEA continued
14 to make unreasonable requests for information that were not relevant to the matter and even
15 contained confidential information.

16 **C. Statement of Other Pending or Anticipated Proceedings**

17 No other pending or anticipated proceedings.

18 **D. List of Witnesses and Brief Summary of Expected Testimony**

- 19
- 20 1. Sue Brown, Human Resources Deputy Director, City of Las Vegas. Ms. Brown
21 participated in the negotiations and was involved in the communications with the
22 union and insurance company regarding the health insurance quotes and
23 information.
- 24 2. Vince Zamora, Human Resources Director, City of Las Vegas. Mr. Zamora
25 participated in the negotiations and was involved in the communications with the
26 union and insurance company regarding the health insurance quotes and
27 information.
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3. Tanna Prince, Lockton Benefits Group. Ms. Prince is the City’s insurance broker and has knowledge regarding the City’s insurance, the CBC’s misrepresentations to the City’s insurance carriers, and the reasonable, necessary and/or customary information needed by insurance carriers for insurance quotes.
4. Stefanie Mendoza, Strategic Account Executive, Health Plan of Nevada. Ms. Mendoza is employed with the City’s insurance carrier and has knowledge regarding the City’s insurance, the CBC’s misrepresentations to the City’s insurance carriers, and the reasonable, necessary and/or customary information needed by insurance carriers for insurance quotes.
5. Rick Hunt, Human Resources Manager, City of Las Vegas. Mr. Hunt participated in the negotiations and has knowledge of the City’s health insurance.
6. Jocelyn Azarcon, Human Resources Analyst, City of Las Vegas. Ms. Azarcon participated in the negotiations and has knowledge of the City’s health insurance.
7. Morgan Davis, Senior Assistant City Attorney, City of Las Vegas. Mr. Davis participated in the negotiations and was involved in communications with the union regarding the health insurance quotes and information.

The City reserves the right to supplement its witness list and reserves the right to cross-examine all witnesses called by the Complainants

The City reserves the right to call rebuttal witnesses as necessary.

E. Estimate of Time for Presentation of City’s Position

The City estimates it will require approximately 8-12 hours to present testimony supporting its position. This does not include cross-examination of Complainants’ witnesses or

...
...
...

1 rebuttal witnesses, nor the amount of time required for presentation of the case in chief by the
2 Complainants in this matter.

3 DATED this 26th day of August, 2024.

4 JEFFRY M. DOROCAK
5 City Attorney

6 By: /s/ Michelle Di Silvestro Alanis
7 NECHOLE M. GARCIA
8 Chief Deputy City Attorney
9 Nevada Bar No. 12746
10 MICHELLE DI SILVESTRO ALANIS
11 Deputy City Attorney
12 Nevada Bar No. 10024
13 495 South Main Street, Sixth Floor
14 Las Vegas, NV 89101
15 Attorneys for CITY OF LAS VEGAS

16 **CERTIFICATE OF SERVICE**

17 I hereby certify that on August 26, 2024, I served a true and correct copy of the foregoing
18 RESPONDENT’S PRE-HEARING STATEMENT via electronic mail (or, if necessary, by
19 United States Mail at Las Vegas, Nevada, postage fully prepaid) upon the following:

20 Jeffrey F. Allen, Esq.
21 857 N. Eastern Avenue
22 Las Vegas, NV 89101
23 Email: jeffreyfallen@aol.com
24 *Attorneys for Complainant,*
25 *Las Vegas City Employees’ Association*

26 /s/ Kelli Hansen
27 AN EMPLOYEE OF THE CITY OF LAS VEGAS
28