

1 COMP  
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6 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

7 **STATE OF NEVADA**

8  
9 LAS VEGAS POLICE PROTECTIVE  
ASSOCIATION.  
10 9330 W. Lake Mead Blvd., Ste. 200  
Las Vegas, NV 89134.

11 Complainants,

12 vs.

COMPLAINT

13 LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT  
14 400 S. Martin Luther King Blvd.  
Las Vegas, NV 89106

15 Respondent.  
16

17 COMES NOW Complainant LAS VEGAS POLICE PROTECTIVE ASSOCIATION, by  
18 and through its attorney of record, David Roger and for their causes of action against Respondent  
19 allege as follows:

20 PARTIES

- 21
- 22 1. Complainant Las Vegas Police Protective Association (hereafter "LVPPA" or  
23 "Association") is, and at all times was, an "employee organization" in the State of Nevada,  
24 County of Clark. The LVPPA represents its members in negotiating the Collective  
25 Bargaining Agreement ("CBA") between the LVPPA and LVMPD.  
26
  - 27 2. Respondent Las Vegas Metropolitan Police Department (hereafter "LVMPD" or  
28

1 “Department”) is, and at all times relevant to this action was, a "local government  
2 employer" for the State of Nevada, County of Clark.

3  
4 GENERAL ALLEGATIONS

5 3. LVMPD and the Association have negotiated a collective bargaining agreement (CBA).  
6

7 4. As required by NRS 288.150(2)(c), the parties negotiated vacation leave, which is  
8 memorialized in Article 9.

9  
10 5. Article 9 does not allow LVMPD to suspend the use of vacation nor does it allow the  
11 Department to restrict employee out-of-state travel.

12  
13 6. On or about February 6, 2020, the Department announced vacation, leave and out-of-state  
14 travel for employees is suspended from April 22, 2020 to April 26, 2020.

15 7. The announcement constitutes a unilateral change to the CBA.  
16

17 FIRST CAUSE OF ACTION  
18 (Unilateral Change to the CBA)

19  
20 8. Complainant re-allege and incorporate by reference all preceding paragraphs.

21  
22 9. NRS 288.270(1)(e) makes it a prohibited practice for the Department to refuse to bargain,  
23 in good faith, matters deemed to be mandatory subjects of collective bargaining.

24  
25 10. NRS 288.150(2)(c) provides that vacation leave is a mandatory subjects of bargaining.

26  
27 11. NRS 288.150(2)(r) states that other paid leaves of absence is a mandatory subject of  
28 bargaining.

1 12. The Nevada Supreme Court has held that a subject not specifically enumerated in NRS  
2 288.150(2) is still a mandatory subject of bargaining, even though the subject also relates  
3 to a management right, if the matter bears a significant relationship to wages, hours, and  
4 working conditions,. *Truckee Meadows Fire Protection District v. IAFF Local 2487*, 109  
5 Nev. 367, 849 P.2d 343 (1993). *Ormsby County Education Association v. Carson City*  
6 *School District*, EMRB Item No. 333, Case No. A1-045549 (June 27, 1994); *Pershing*  
7 *County Law Enforcement Association v. Pershing County*, EMRB Item No. 725A, Case  
8 No. A1-045974 (November 15, 2010); *Washoe Education Association v. Washoe County*  
9 *School District*, EMRB Item No. 778, Case No. A1-046034 (April 4, 2012).

10 13. Thus, days off, vacation leave and travel restrictions are mandatory subjects of bargaining.

11  
12 14. The Department's unilateral change to these important subjects constitutes an unfair labor  
13 practice.

14  
15 15. The Department's decision to change the policies constitutes a unilateral change to  
16 mandatory subjects of bargaining.

17 16. Additionally, as a direct result of the Department's actions, the Complainants have  
18 incurred and will continue to incur attorney's fees and costs associated with this matter.

19  
20 REQUESTED RELIEF

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22 17. In the event that the Board decides this issue before the effective date of the  
23 announcement, LVMPD should be ordered immediately to commence negotiations with  
24 the Association concerning vacation leave, days off and travel restrictions or announce its  
25 decision to abandon the restrictions;

26 18. LVMPD should be ordered to cease and desist from restricting vacation, leave and travel  
27 by members;

- 1 19. LVMPD should be ordered to pay LVPPA's reasonable attorneys' fees and costs  
2 associated with this suit;  
3  
4 20. LVPPA requests such other and further relief as this Board may deem just and proper.  
5

6 DATED this 11<sup>th</sup> day of February, 2020.  
7

8 LAS VEGAS POLICE PROTECTIVE ASSOCIATION  
9

10 By: David Roger  
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1 CERTIFICATE OF MAILING

2  
3 The undersigned hereby certifies that on the \_\_\_ day of February, 2020 a copy of the  
4 above COMPLAINT was placed in an envelope with postage affixed thereto then sealed and  
5 deposited with the U. S. Postal Service for first-class, certified and return receipt requested,  
6 delivery to:  
7

8  
9 Liesel Friedman, Esq.  
10 Las Vegas Metropolitan Police Department  
11 400 S. Martin Luther King Blvd.  
12 Las Vegas, NV 89106

13 Sheriff Joe Lombardo  
14 Las Vegas Metropolitan Police Department  
15 400 S. Martin Luther King Blvd.  
16 Las Vegas, NV 89106

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19 \_\_\_\_\_  
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