

BOARD OF FIRE COMMISSIONERS, TRUCKEE MEADOWS FIRE PROTECTION DISTRICT

*SPECIAL MEETING*

TUESDAY

1:30 P.M.

FEBRUARY 8, 2000

PRESENT:

Ted F. Short, Chairman,

Jim Shaw, Vice Chairman

Peter Sferrazza, Commissioner

Jim Galloway, Commissioner

Joanne Bond, Commissioner

Amy Harvey, County Clerk

Katy Singlaub, County Manager

Madelyn Shipman, Legal Counsel

Marty Scheuerman, Acting Fire Chief

The Board met in special session in the Commission Chambers of the Washoe County Administration Complex, 1001 E. Ninth Street, Reno, Nevada.

**AGENDA**

In accordance with the Open Meeting Law, on motion by Commissioner Bond, seconded by Commissioner Galloway, which motion duly carried, Chairman Short ordered that the agenda for the Special Meeting of February 8, 2000, be approved.

**00-2F DISCUSSION – STATUS AND UPDATE ON CONTRACT FOR FIRE PROTECTION SERVICE WITH THE CITY OF RENO**

Present to answer questions for the Board were Marty Scheuerman, Acting Fire Chief; Howard Reynolds, Assistant County Manager; Chuc Lowden, Reno Fire Chief, Rick Gonzales, Reno Labor Relations; and Ralph Jaeck, Assistant City Manager.

Howard Reynolds reviewed his letter dated February 3, 2000, and his memo to Reno City Council dated February 8, 2000, and stated that he understood there had been a negotiated change to the successor clause in Appendix C of the Interlocal Agreement and became concerned because that particular successor agreement is a condition precedent to the Interlocal Agreement. He further stated that the District has a provision in the Collective Bargaining Agreement with Local 2487, which is a result of a long dispute between the District and Local 2487; that

there was a decision rendered by the EMRB in 1991 indicating that the language on the successorship was negotiable; that this decision was appealed to District Court and upheld by District Court and the Nevada Supreme Court in 1993; that in Appendix C there is language which states that the City of Reno agrees to assume the provisions of the Collective Bargaining Agreement with Local 2487; and that the District believes that language is a contractual obligation and, if consolidated, the City of Reno must assume that contract.

Mr. Reynolds advised the Board of language in Section 3 of the side letter, which he believes would seriously alter or diminish the use of volunteers within the District; that Reno staff advised him today that that was not the intention of the language; and that in the levels of service they now say there will be 11 engine companies, which is 1 engine company more than they discussed, and he does not know what kind of impact that will have on the proposed savings.

Madelyn Shipman, Legal Counsel advised the Board that the question is what Reno City Council thought they were approving when they made their motion.

Commissioner Sferrazza stated that once Truckee Meadows Firefighters are transferred to the City of Reno, they would be bound by the negotiated agreement with the City of Reno; and that the Union would then have the opportunity to file a grievance with respect to the Intergovernmental Agreement.

Chuc Lowden stated that he knew a side bar agreement was being drafted but did not see it before the Joint Meeting on January 18<sup>th</sup>; and that he was informed by Katy Singlaub and Howard Reynolds that the only thing holding up the transfer of employees was a letter of agreement from Local 731 dealing with the volunteer issue. He further stated they then started negotiations with Local 731 to get a letter dealing with the volunteers specifically, or an agreement that also dealt with the volunteers as well as all of the issues dealing with employee transfers, seniority, rank, etc.; and that during the January 18<sup>th</sup> meeting both he and Jon Wagner, President of Local 731 commented on being in negotiations which they hoped would conclude by February 15<sup>th</sup>.

Mr. Lowden advised the Board that Reno City Council did not see the change to Appendix C on January 18<sup>th</sup> as that item would have been discussed had it been up for consideration; and that Reno City Council saw the same material this Board saw at the Joint Meeting.

Commissioner Bond stated that the problem is that there is language that was in the contract; that this Board assumed the language in the contract was acceptable to Reno City Council, Local 2487 and Local 731; that the motion she made on January 18<sup>th</sup> was for the exclusive right to serve and had nothing to do with the side bar agreement, as she was not aware of any side bar agreement.

Commissioner Shaw stated that the item on the Reno City Council agenda was brought to their attention by Frank Partlow, a citizen, and had it not been brought to their attention the side agreement probably would have been passed today. He inquired if Chief Lowden or Mr. Jaeck had any concern that the Board would be upset once they found out about this. Chief Lowden responded that the item was pulled prior to yesterday afternoon based upon some concerns they had with language in the document.

Commissioner Sferrazza stated that Reno felt this satisfied the Board's concerns about section 3 of the side letter of agreement; that this language basically continues the practices and policies that currently exist between Local 731 and the City of Reno and extends them to new

additional stations and service areas, which would be the Truckee Meadows Fire Protection District. He inquired if Chief Lowden could explain to him how this side letter is supposed to protect the Truckee Meadows Fire Protection District. Chief Lowden responded that the language is intended to carry on the same practices currently provided within the Truckee Meadows Fire Protection District and the City of Reno.

Acting Chief Scheuerman stated that the District's current practice is that if there is a short-term fill-in required, they utilize the volunteers to staff their own stations to cover that specific district, and if during the course of the incident it is realized that it will be protracted, they call back career personnel to staff reserve engines in those particular stations.

Commissioner Sferrazza inquired if they could change the language to make it clear that Truckee Meadows practices and policies will be continued in their area. Chief Lowden responded that they would attempt to address those issues, but he is not sure whether they can change the language specifically the way Commissioner Sferrazza provided.

Legal Counsel Shipman advised that she disagrees with the current language as this agreement sets up a Lemmon Valley arbitration and a grievance procedure for the City of Reno and for Local 731; and that this agreement would not allow for the District's utilization of volunteers and, in fact, Reno Labor Relations diminishes their roll.

Rick Gonzales stated that the side letter is not a stand alone document; that the tentative agreements that have been reached have no legal effect at this point; and that none of these agreements take effect until there is a final document. Commissioner Bond commented that if they do not take effect until there is a final document then they should not be offered for approval.

Chairman Short stated that by not making the Truckee Meadows Fire Protection Commissioners aware of this side letter agreement, which was signed on January 17, 2000, by Charles McNeely, Reno City Manager and Jon Johnson, Chief Negotiator, LAFF, Local 731, was very poor business practice. Mr. Gonzales responded that they started negotiations on the Friday before the meeting and worked through the weekend and there were several agreements reached between the parties.

Chairman Short inquired if there were more agreements that the Commissioners were unaware of at this point. Mr. Gonzales responded that there were. He then advised that yesterday a tentative agreement was signed which increased Reno's uniform allowance, but will not go into effect until there is a final document.

Commissioner Galloway stated that according to legal counsel and labor negotiators, Reno has tentatively agreed to provisions that violate the contract, which was already approved and inquired concerning the possibility of Reno assuring the County Fire Board that they will not agree to other things down the road that are also inconsistent with the contract. Mr. Gonzales responded that that answer would best come from Reno's City Manager, as Mr. Gonzales's area of expertise has been labor; and that his understanding is they were to come back with a labor agreement that was acceptable to the parties in order to proceed with consolidation. He stated that the language on Page 7 of the Contract under Article 4 states "unless otherwise specifically covered by a Collective Bargaining Agreement, in general, conditions for the transfer of District employees to the City is addressed in Appendix C," and he sees Appendix C as secondary to the language that is in the body of the agreement.

Mr. Reynolds stated that the meaning of that language is in regard to the existing Collective Bargaining Agreement that the District has with Local 2487, not a new Collective Bargaining Agreement that may be negotiated.

Ralph Jaeck stated that in approving the contract by holding it contingent upon a labor agreement for the transfer of Local 2487, they therefore cannot sit down and work on the successor clause with them. He further stated that the City Manager asked him to relay to the Board that the intentions of the document before Reno City Council today were believed to be protecting the District as well as Reno; and that the water tenders were a misunderstanding and the \$600,000 savings is still there.

Mrs. Singlaub stated that staff continues to work diligently on crafting these agreements together with Reno staff; that Washoe County was not aware of a side agreement being made; that it is a substantive agreement that would reverse Article I of Appendix C, which has to do with the assumption of Local 2487's existing agreement; and that when public meetings are held between the two elected bodies and one side is not aware of all agreements it undermines the credibility of the other party.

Commissioner Bond inquired why Reno had to revise the level of service as it was already in the contract agreement. Mr. Jaeck responded that both Unions were concerned about the number of promotions that may potentially come up; that there will be additional fire stations and companies opened; that the agreement was to fill the companies quicker than they normally would; and that the savings comes out of Reno's side of the equation.

Chairman Short called upon anyone in the audience wishing to speak on this matter.

Frank Partlow, area resident, congratulated the Board on the action they have taken thus far regarding the consolidation; that he spoke at the Reno City Council meeting today telling them the same thing. He further stated that this Board's demand requesting a letter from Local 731 to protect the volunteers has been used by Local 731 to obtain agreements from the City of Reno for their firefighters.

Commissioner Shaw inquired if the Board could receive copies of all side agreements and anything down the road as Reno and Local 731 continue to negotiate. Mr. Jaeck stated that he does not know about all the agreements but suggests having a closed session with the two boards.

Commissioner Sferrazza stated that he would be willing to make a motion to authorize Howard Reynolds, Assistant County Manager; Katy Singlaub, County Manager; Marty Scheurman, Acting Fire Chief, and any other staff necessary to negotiate the changes contained in Mr. Reynold's two letters and whatever else is necessary to comply with the Intergovernmental agreement; and also to review any other side agreements to ensure that those side agreements comply with the Intergovernmental agreement.

Ms. Shipman stated that this Board should make clear their motion on January 18, 2000, because there is still some misunderstanding on what the Board's motion was.

Commissioner Bond clarified that she made the motion to approve the contract and added the addendum language (a list within the contract language); and that she requested that the exclusive right to serve resolution continue to be pursued. She further stated that she did not know about any side bar agreement and therefore that was not a part of her motion.

Mr. Reynolds stated that Commissioner Sferrazza was on the phone and added the language, which he believes was incorporated, and stated that no staff be transferred until the Board received a letter, a written commitment, with regard to the volunteers.

Commissioner Sferrazza stated that he does not remember his exact condition, but it was that the District receive some affirmative language on the volunteers consistent with staff's position.

Mr. Reynolds commented that he does not understand why there are negotiations going on because the only obligation that the City of Reno has to negotiate with Local 731 is the impact of this decision, if any.

Commissioner Galloway commented that he would like to make it clear that he did not vote for the interlocal agreement, but will support Commissioner Sferrazza's motion for authorizing staff to negotiate regarding the volunteers.

On motion by Commissioner Sferrazza, seconded by Commissioner Shaw, which motion duly carried, Chairman Short ordered that Howard Reynolds, Katy Singlaub, Marty Scheuerman, and any other staff that the County Manager designates, be authorized to negotiate with the City of Reno to obtain changes needed to be consistent with Howard Reynolds' letters of February 3 and 8, 2000, and to ensure that any other side agreements or labor negotiations conform to the Intergovernmental agreement, which was approved on January 18, 2000 at the Joint-Meeting with the City of Reno and Washoe County, pursuant to Commissioner Bond's motion, with the understanding that during this interval no firefighters or personnel be transferred from the Truckee Meadows Fire Protection District to the City of Reno, until all outstanding issues are resolved.

**PUBLIC COMMENTS**

Sam Dehne, Reno citizen, stated that consolidation is good, but Reno control is bad. He expressed his concern regarding the Airport Authority Board conducting an Environmental Assessment in lieu of a full Environmental Impact Study as this Board requested.

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There being no further business to come before the Board, the meeting adjourned.

**TED F. SHORT, Chairman**  
**Truckee Meadows Fire Protection District**

ATTEST: AMY HARVEY, County Clerk