IN THE SUPREME COURT OF THE STATE OF NEVADA

TRUCKEE MEADOWS FIRE PROTECTION DISTRICT,
Appellant,
vs.
TRUCKEE MEADOWS FIREFIGHTERS LOCAL 2487, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AND THE LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD,
Respondents.

No. 36491

FILED
JUL 02 2002
JANETTE M BLOOM
CLERK OF SUPREME COURT
BY
CHIEF DEPUTY CLERK

ORDER DISMISSING APPEAL

Truckee Meadows Fire Protection District appeals from a district court order, entered on judicial review, affirming a Local Government Employee-Management Relations Board decision that overtime allocation is a mandatory subject of bargaining. Respondent Truckee Meadows Firefighters, Local 2487, has moved to dismiss the appeal as moot. The District opposes dismissal.

The duty of every judicial tribunal is to decide actual controversies by judgments that can be carried into effect, and not to give opinions upon moot questions or abstract propositions, or to declare principles of law that cannot affect the matter at hand.[1] An issue becomes moot if a change in circumstances deprives the issue of practical

[1]NCAA v. University of Nevada, 97 Nev. 56, 624 P.2d 10 (1981).

02-11359

significance or makes it abstract or purely academic.[2] Such a change occurred in this case.

The District, a county fire protection district formed under NRS 474.460, is a local government employer as defined by NRS 288.060. The Union, the exclusive bargaining agent for District firefighting employees, is an employee organization as defined by NRS 288.040. The District and the Union, in 1991 and again in 1995, negotiated a collective bargaining agreement (CBA) under NRS Chapter 288, in which they expressly agreed that any rule, regulation or procedure that significantly relates to a mandatory subject of bargaining would be negotiated. They also agreed that any such rule, regulation or procedure that was negotiated would be governed by the CBA's provision governing amendments, which allowed the CBA to be amended only by mutual consent. The parties' next contract negotiation would take place some time after February 1999.

In July 1998, the District unilaterally implemented Policy 104.24, which addressed authorized leave issues that were already covered in the CBA, and Policy 104.33, which changed overtime allocation procedures and required employees to work mandatory overtime to attend staff meetings and training sessions. The parties had not negotiated the issue of overtime allocation in 1991 or 1995.

In August 1998, the Union filed an unfair labor practices complaint with the Local Government Employee-Management Relations Board (EMRB). The parties subsequently agreed to dismiss the complaint and have the EMRB issue a declaratory ruling determining whether the

---

[2]See id. at 58, 624 P.2d at 11; Merriam-Webster's Collegiate Dictionary 756 (10th ed. 1995) (defining "moot").

matters covered by Policies 104.24 and 104.33 were mandatory subjects of bargaining under NRS Chapter 288.

In July 1999, the EMRB issued a declaratory order holding that the authorized leave and overtime procedures were mandatory subjects of bargaining, which could not be unilaterally changed during the CBA's term, and that modifications or additions required mutual consent. In June 2000, the district court upheld the EMRB's decision on judicial review.

While the matter was pending in the district court, the District and the City of Reno entered into an Interlocal Agreement for fire service and consolidation under NRS 277.045, whereby the City would provide comprehensive fire and emergency services for the unincorporated areas of Washoe County being serviced by the District. The Interlocal Agreement's term is 3 years, from July 1, 2000, through June 30, 2003, and thereafter the agreement automatically renews for successive 4-year periods absent written notice by either party. Although the District continues to exist as a separate entity, all District firefighting employees became City employees, employed under the terms and conditions of different CBAs and City Civil Service Rules. Upon termination of the Interlocal Agreement, if ever, the District must offer to reinstate all former District employees, and employees who were covered by the old CBA will be reinstated under its terms.

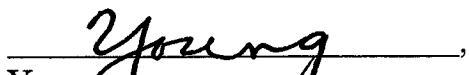
The Union argues that the appeal is now moot. We agree. As the Union points out, this court cannot provide any effective relief. Affirmance would mean that the District would have to bargain with the Union over policies that do not apply to anyone. Reversal would mean that the District could implement procedures governing employees they no longer employ. Without any employees whose employment conditions are

subject to negotiation under NRS Chapter 288, the District and the Union no longer have a collective bargaining relationship—they have only a collective bargaining history. Whether they will ever have a collective bargaining relationship again, in the future, is speculative.

We may, as the District points out, nevertheless decide a moot appeal if the issue is one that is likely to recur, yet evade review.[3] Here, however, the issue is fact-specific and, even though it presents an issue of first impression, there is little reason to believe that it would evade review. If another local government employer adopts a policy requiring overtime, another union will be able to challenge it. Conversely, if another union insists that overtime allocation must be negotiated under NRS 288.150, another local government employer will be able to challenge that statutory interpretation.

Accordingly, we conclude that this appeal is moot, and we grant the Union's motion to dismiss it.

It is so ORDERED.


_____, J.
Young


_____, J.
Agosti


_____, J.
Leavitt

---

[3]Bd. of Cty. Comm'rs. v. White, 102 Nev. 587, 589, 729 P.2d 1347, 1349 (1986).

cc: Hon. Connie J. Steinheimer, District Judge
Attorney General/Carson City
Attorney General/Las Vegas
Washoe County District Attorney
Dyer Lawrence Cooney & Penrose
Washoe District Court Clerk