

1 STATE OF NEVADA
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
3 RELATIONS BOARD

4 CHURCHILL COUNTY EDUCATION)
ASSOCIATION,)
5 Complainant,)
6 vs.)
7 CHURCHILL COUNTY SCHOOL)
DISTRICT, CHURCHILL COUNTY)
8 BOARD OF SCHOOL TRUSTEES,)
9 Respondent.)

ITEM NO. 386

CASE NO. A1-045594

ORDER GRANTING RESPONDENTS
MOTION TO DISMISS COMPLAINT

11 For Complainant: Sandra G. Lawrence, Esq.
12 DYER, LAWRENCE & COONEY

13 For Respondent: C. Robert Cox, Esq.
14 WALTHER, KEY, MAUPIN, OATS,
COX, KLAICH & LEGOY

15 For EMRB: Christopher Voisin, Chairman
16 Tamara Barengo, Vice Chairman
David Goldwater, Member

17 After deliberations and review of the written record of the
18 instant case, the Board, at its April 26, 1996 meeting, held
19 pursuant to the Nevada Open Meeting Law, determined that no
20 probable cause exists for the above-captioned complaint.

21 The premise for the instant complaint is that the Churchill
22 County School District and Churchill County Board of School
23 Trustees (the District) by its refusal to agree to meet on
24 October 10, 1995 or in the alternative, request a new list from
25 the American Arbitration Association or name a mutually agreeable
26 arbitrator who could hear the issue at impasse between the
27 District and the Churchill County Education Association (the
28 Association) in November, is a failure on the part of the

1 District to meet at reasonable times and bargain in good faith
2 pursuant to NRS 288.033. The Association further alleged bad
3 faith bargaining in violation of NRS 288.270 (1)(e).

4 The Complainant's pleadings are factually insufficient to
5 sustain a finding that the actions or decisions of District
6 representatives were willfully designed to stall or delay the
7 impasse resolution procedures. To the contrary, the record
8 before the Board based on documentation initiated by an
9 Association representative indicated the parties mutually agreed
10 to a March 14, 1996 arbitration date as well as agreeing to
11 schedule the arbitration hearing at an earlier date if one became
12 available. The record supports respondent's contention that the
13 primary reason for any delay was Arbitrator Winograd's scheduling
14 conflicts not the actions of respondent's representatives.
15 Accordingly, no probable cause exists to support the allegations
16 that either the District's refusal to arbitrate on October 10,
17 1995 or its refusal to request a new list of arbitrators
18 constitutes bad faith bargaining or a failure to meet at
19 reasonable times and bargain in good faith.

20 / / /
21 / / /
22 / / /
23 / / /
24 / / /
25 / / /
26 / / /
27 / / /
28 / / /

1 IT IS HEREBY ORDERED, ADJUDGED AND DECREED pursuant to NAC
2 288.210 that the above-captioned action be and hereby is,
3 dismissed with prejudice, with each side to bear its own
4 attorney's fees and costs.

5 DATED this 9th day of May, 1996.

6 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
7 RELATIONS BOARD

8 By: Christopher Voisin
9 CHRISTOPHER VOISIN, Chairman

10 By: Tamara Barengo
11 TAMARA BARENGO, Vice Chairman

12 By: David Goldwater
13 DAVID GOLDWATER, Member

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28