

1 STATE OF NEVADA  
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT  
3 RELATIONS BOARD  
4

5 SERVICE EMPLOYEES INTERNATIONAL )  
UNION, LOCAL 1107 )

6 Complainant,

7 vs.

8 CLARK COUNTY )

9 Respondents. )

ITEM NO. 713A

CASE NO. A1-045965

**ORDER**

12 For Complainant: Service Employees International Union, Local 1107, and their attorneys  
13 Jonathan Cohen Esq., of Rothner, Segall & Greenstone and Douglas V.  
Ritchie, Esq., of Laquer, Urban, Clifford & Hodge, LLP

14 For Respondents: Clark County, and their attorney Yolanda T. Givens, Esq.

15 This matter came on before the State of Nevada, Local Government Employee-  
16 Management Relations Board ("Board"), on July 21, 2010 for consideration and decision  
17 pursuant to the provisions of the Local Government Employee-Management Relations Act ("the  
18 Act"); NAC Chapter 288, NRS chapter 233B, and was properly noticed pursuant to Nevada's  
19 open meeting laws.

20 This case arises from round of layoffs conducted by Respondent Clark County in June of  
21 2009 ("the June 2009 layoffs"). Clark County is a local government employer, and is a party to a  
22 collective bargaining agreement with Complainant Service Employees International Union,  
23 Local 1107 ("SEIU").

24 Due to a decline in revenue and workload that began in 2008 and continued into 2009, it  
25 became necessary for Clark County to begin eliminating some of the existing positions in the  
26 Civil Division of the Department of Developmental Services.

27 The collective bargaining agreement mandated that layoffs would be conducted in order  
28 of inverse seniority. The collective bargaining agreement also allowed the County to exempt up

1 to 8% of the employees in the Department from layoffs, provided that the exemption was used  
2 “for the continued operation of the County.”

3 At the time of the layoffs there were 515 budgeted employees in the Department of  
4 Developmental Services, meaning that the County could exempt up to 42 employees under the  
5 8% rule. There were 98 employees in the Civil Division. Of those 98 employees, 48 positions  
6 were to be eliminated. Tr. p. 658.

7 The first step in the process was to identify which employees would be given an  
8 exemption from the layoffs. In order to do so, Clark County first had to determine the meaning  
9 of the phrase “for the continued operation of the County” and how to apply that to this round of  
10 layoffs. The County met with the union to develop a working definition of this phrase and a  
11 method which could be used to properly apply the definition to the layoffs. It was agreed-upon  
12 that the County could consider an employee’s special certifications, special licensing,  
13 educational attainments, a special skills set, and knowledge, skills and abilities when deciding  
14 whether or not an employee should be exempted.

15 The task of creating the exemption list was delegated to Robert Thompson who was, at  
16 the time, the Assistant Director of the Department of Developmental Services. Mr. Thompson  
17 enlisted the aid of the supervisors within the Civil Division to obtain recommendations regarding  
18 which employees should be kept through the exemption process. The County used 35 of the 42  
19 available exemptions. Ex. 7. Six of the exemptions were used for employees in the Building  
20 Division in order to prevent employees in the Civil Division from exercising bumping rights. Tr.  
21 pp. 805-807.

22 Prior to conducting the layoffs, the County offered a voluntary separation package, which  
23 was accepted by six employees, which reduced the number of necessary layoffs from 48 to 42.  
24 Additionally, a number of other employees were able to transfer out of the Civil Division to  
25 other positions with the County, leaving a remaining 19 employees that were ultimately laid off.

26 Although some of the laid off employees attempted to file a grievance regarding the  
27 layoffs, the County determined that the layoffs were non-grievable. Ex. 34; Ex. 36.

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1 SEIU then filed its complaint with this Board on October 19, 2009. The complaint  
2 alleged 1) that the County unilaterally changed the procedure for reduction in force; 2) that the  
3 County unilaterally changed the disciplinary procedure; and 3) that the County discriminated  
4 against Martin Bassick due to Mr. Bassick's union activity.

5 Unilateral Change

6 It is a violation of the Act for an employer to unilaterally change the terms of  
7 employment that concern a mandatory subject of bargaining. City of Reno v. Reno Police  
8 Protective Ass'n 118 Nev. 889, 59 P.3d 1212 (2002). The procedure for laying off employees  
9 due to a reduction in force is a mandatory subject of bargaining. NRS 288.150(2)(v). Under NRS  
10 288.270(1)(e), a local government employer has a duty to bargain in good faith with a  
11 recognized bargaining agent, and a unilateral change is regarded as a per se breach of the duty to  
12 bargain. NLRB v. Katz, 369 U.S. 736 (1962); Las Vegas Police Protective Ass'n, Inc. v. City of  
13 Las Vegas, Item No. 248, EMRB Case No. A1-045461 (Aug. 15, 1990).

14 A Complainant can prove that a unilateral change occurred by establishing what the  
15 terms and conditions of employment were before the alleged change, then establishing what the  
16 terms and conditions of employment became after the change, and then comparing the two.  
17 Golden Stevedoring Co. 335 NLRB 410, 435 (2001).

18 We look first to the evidence presented at the hearing to determine what the bargained-for  
19 layoff procedure was prior to the June 2009 layoffs.

20 This procedure is found in the collective bargaining agreement and specifies that  
21 temporary and probationary County-funded employees are to be laid off first, and then any  
22 additional layoffs "shall be done according to the inverse order of seniority of the employees in  
23 the affected classification..." Ex. 2. An additional provision in the collective bargaining  
24 agreement states that: "[t]o provide for the continued operation of the County, each department  
25 head may exempt 8% of the total number of positions authorized in the current budget within  
26 his/her department and retain them regardless of seniority." Ex. 2. Under this bargained-for  
27 procedure, the County would first apply any of the exemptions that it was allotted in the

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1 agreement, and then begin laying off the non-exempted employees, beginning with the least-  
2 senior employees.

3 Although this language is contained within the collective bargaining agreement, the  
4 parties do not agree on the precise procedure required by the agreement. This dispute turns on  
5 the interpretation of the phrase "for the continued operation of the County." SEIU asserts that  
6 this phrase only authorized the County to use an exemption when "an employee's layoff would  
7 threaten the County's ability to provide an essential County service..." (Comp. Post Hearing  
8 Brief, p. 36).

9 The County, on the other hand, acknowledges that that any exemption could only be  
10 exercised "for the continued operation of the County," but disputes that this phrase restricted its  
11 ability to apply the exemptions to the narrow circumstances argued by SEIU. According to the  
12 County, this phrase gives management the ability to consider an employee's knowledge skills  
13 and abilities and determine which employees would allow the County to function most  
14 efficiently. (Resp. Post Hearing Brief, p. 8).

15 The County's interpretation of the phrase was not developed independently. Prior to the  
16 layoffs, the County held multiple meetings to determine what the phrase "for the continued  
17 operation of the County" meant. Testimony before the Board showed that prior to the layoffs, the  
18 County met with SEIU representatives to try to define the phrase "for the continued operation of  
19 the County" and to establish some objective criteria that could be applied to correctly apply the  
20 exemptions. Specifically, the Board looks to the testimony of Jesse Hoskins, the County's  
21 Director of Human Resources, and Barbara King, the County Employee Relations Manager, who  
22 each testified that they met with SEIU representatives to discuss the proper application of the  
23 phrase. Tr. pp. 820-822; Tr. pp. 625-628. Out of those meetings came a list of 5 agreed-upon  
24 factors that the County was to consider when exercising an exemption: special certifications,  
25 special licensing, educational attainments, a special skills set, and the employee's knowledge,

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1 skills and abilities<sup>1</sup>. Tr. p. 559. The Board does not overlook the fact that these 5 factors were  
2 developed in collaboration with the Union.

3         Given this evidence, the Board concludes that the layoff procedure prior to the June 2009  
4 layoffs was that the County could exempt up to 8% of the employees in the department from  
5 layoff. The 8% exemption was to be applied “for the continued operation of the County,” which  
6 meant that the County could consider an employee’s special certifications, special licensing,  
7 educational attainments, a special skills set, and their knowledge, skills and abilities when  
8 electing whether or not to exempt an employee from layoff, as agreed upon in the County’s  
9 meetings with SEIU. After the 8% exemption had been applied, the only relevant factor was  
10 employee’s seniority, with the least senior employees to be laid off first.

11         Having established what the procedure was prior to these layoffs, we next look to the  
12 facts of this particular layoff to determine if the County unilaterally changed that process in  
13 conducting the June 2009 layoffs. We conclude that the County did in fact unilaterally change  
14 the procedure.

15         Under City of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 59 P.3d 1212 (2002),  
16 an employer commits a unilateral change contrary to the Act when the employer adds an  
17 additional criterion to an established procedure which concerns a mandatory subject of  
18 bargaining.

19         Although Mr. Thompson solicited input from the various supervisors in the Civil  
20 Division to help him create the exemption list, substantial evidence presented at the hearing  
21 showed that the 5 agreed-upon factors were not the only factors which the County considered  
22 when granting the exemptions.

23         The Board heard testimony from Jeanne Wondra, a right-of-way agent supervisor, that  
24 Mr. Thompson approached her asking for advice on which employees were the most qualified  
25 and should be kept during the layoffs. Ms. Wondra testified that Mr. Thompson specifically  
26 stated, however, that two employees, Dante Corso and Cathryn Hale, should not be taken into  
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28 <sup>1</sup> The Board heard testimony that “knowledge skills and abilities” referred to a term of art expressed in Article 17 of the collective bargaining agreement.

1 consideration. At the time Mr. Corso was training two other employees who were given  
2 exemptions. Ms. Wondra testified that aside from these instructions from Mr. Thompson, Mr.  
3 Corso would have been one of the right-of-way agents that she would have recommended for  
4 exemption. Tr. pp. 1222-1224. The Board finds Ms. Wondra's testimony to be credible.

5 As to Ms. Hale, Mr. Thompson stated to the Layoff Review Committee that she was laid  
6 off because she lacked "appropriate customer service skills." Tr. p. 88. This statement indicates  
7 that when the County was exempting employees it was more pre-occupied with who to layoff  
8 rather than who to retain. At the hearing Ms. Hale rebutted the poor customer service  
9 explanation by presenting into evidence examples of the commendations she had received for  
10 customer service. Ex. 19-21. Ms. Hale testified that she was "topped-out" meaning that she had  
11 achieved the highest level in her pay scale and was also eligible for additional longevity  
12 payments from the County, and that the County would save money by getting rid of her and  
13 retaining employees who were at a lower step on the pay scale. Tr. p. 305.

14 Additional testimony was offered by Nancy Denman, a right-of-way agent who had been  
15 given an exemption in the June 2009 layoffs. She testified about a conversation she had with Mr.  
16 Thompson about the June 2009 layoffs. In that conversation Ms. Denman recommended keeping  
17 Mr. Corso because of his expertise in the area of vacations and abandonments and his experience  
18 with Comprehensive Planning and Public Works. Tr. pp. 1242-1242. Ms. Denman testified to a  
19 statement from Mr. Thompson that Mr. Corso was "no longer part of a scenario that he  
20 [Thompson] had in mind" because Mr. Thompson did not want his decision-making to be  
21 challenged. Tr. p. 1243. In her opinion the layoffs were conducted to get rid of anyone that had a  
22 contention with management. Tr. p. 1243. The Board finds Ms. Denman's testimony to be  
23 credible.

24 When Mr. Thompson was questioned about these incidents during the hearing, he was  
25 evasive and did not deny that these incidents occurred, and only testified that he could not recall  
26 these instances. Tr. pp. 763-766.

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1 It seems readily apparent that Mr. Thompson had something other than the 5 agreed-upon  
2 factors in mind when excluding Mr. Corso and Ms. Hale from even being considered for an  
3 exemption.

4 The Board also heard testimony that Martin Bassick, a Plans Checker II, had been  
5 recommended for an exemption by his supervisor Erik Denman, but that Mr. Bassick was not  
6 given the exemption. At the hearing, Mr. Thompson admitted that he had justified Mr. Bassick's  
7 layoff to the Layoff Review Committee because Mr. Bassick was "easily excitable." Tr. p. 222;  
8 759. On this point, the Board finds Mr. Bassick's testimony to be credible. Excitability is not a  
9 proper factor to consider under either the collective-bargaining agreement or the agreed-upon 5  
10 factors when making a layoff.

11 The Board heard testimony from Mr. Thompson that he considered an employee's  
12 certifications when creating the exemption list. However, he admitted that he did not actually  
13 review an employee's file to determine what certifications they might have held. Tr. p. 787. On  
14 numerous occasions, when confronted under questioning by counsel, Mr. Thompson openly  
15 acknowledged that he was not aware of specific employees' training and certifications. Tr. pp.  
16 755-759. In fact, the only sources of Mr. Thompson's knowledge about an employee's  
17 certifications that were identified at the hearing were Mr. Thompson's own assumptions and his  
18 casual observations of which certificates were displayed by an employee at their workstation. Tr.  
19 p. 786-787.

20 Thompson testified about a few specific examples of certifications and education of some  
21 employees in the hearing, but demonstrated a selective memory, and the Board does not find his  
22 testimony that he considered these certifications when crafting the exemption list to be credible.

23 The Board also considered the situation of Construction Management Inspectors (CMI)  
24 Jason Barker and Michael McIlhaney. Mr. Barker and Mr. McIlhaney were among the most  
25 senior CMIs, and both testified to a strained relationship with their supervisor. Neither Mr.  
26 Barker nor Mr. McIlhaney were selected for an exemption, and when both Mr. Barker and Mr.  
27 McIlhaney attempted to transfer to another position within the County, their attempts to transfer  
28 were denied. In Mr. Barker's case, his application to transfer to the Department of Water

1 Reclamation was locked in his supervisor's cabinet. Tr. p. 440-441. Mr. Barker's application  
2 was the only one that was misplaced in this manner. Tr. p. 442. In Mr. McIlhane's case, the  
3 Board received evidence that the Public Works Department had actually requested McIlhane's  
4 transfer, but that the transfer was denied by Mr. Thompson. Ex. 26. The Board finds Mr. Barker  
5 and Mr. McIlhane to be credible and finds substantial evidence that both Mr. Barker and Mr.  
6 McIlhane were laid off due to a disfavoritism displayed by their supervisors.

7 Finally, on a broader level, the County's arguments that it properly applied the 5- factors  
8 when crafting the exemption list are not believable. This argument depends on the assertion that  
9 the more junior employees had better knowledge, skills and abilities than did the senior  
10 employees who had been working in the job classification longer. Ex. 9. This assertion is  
11 counter-intuitive. The County is asking the Board to accept the specious conclusion that none of  
12 the employees with the most seniority had the knowledge, skills or abilities that the County  
13 deemed to be valuable.

14 In light of this evidence, the County did not craft the exemption list based only upon the 5  
15 agreed-upon factors – there were additional criteria being considered by the County. In the case  
16 of the June 2009 layoffs, the County considered favoritism of certain employees, or disfavoritism  
17 towards others, which was unrelated to the knowledge skills or abilities of the employees in the  
18 Civil Division when granting the exemptions. The evidence and testimony presented at the  
19 hearing indicated that the entire layoff process was tainted when the County did not follow the  
20 proper layoff procedure. There was no evidence that the procedure as implemented by the  
21 County in this instance was bargained-for between SEIU and the County.

22 SEIU also asserts that the layoffs were used to discipline employees and that by using the  
23 layoffs as discipline the County also unilaterally changed the bargained for disciplinary process.  
24 However, we see no credible evidence indicating that the layoffs were intended to punish the  
25 non-exempt employees. Since the layoffs were not disciplinary, a unilateral change to the  
26 disciplinary process did not occur.

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1 Discrimination Based on Protected Activity

2 SEIU also asserts a claim on behalf of Martin Bassick, alleging that the County  
3 committed a prohibited labor practice by singling out Mr. Bassick due to his union activity.

4 In order to establish a claim of discrimination based upon protected conduct, such as  
5 union activity, “[a]n aggrieved employee must make a prima facie showing sufficient to support  
6 the inference that protected conduct was a motivating factor in the employer's decision. Once this  
7 is established, the burden of proof shifts to the employer to demonstrate by a preponderance of  
8 the evidence that the same action would have taken place even in the absence of the protected  
9 conduct. The aggrieved employee may then offer evidence that the employer's proffered  
10 “legitimate” explanation is pretextual and thereby conclusively restore the inference of unlawful  
11 motivation.” Reno Police Protective Ass'n v. City of Reno 102 Nev. 98, 101-102, 715 P.2d  
12 1321, 1323 (1986) (internal citations omitted).

13 Under the first prong of the test in Reno Police Protective Ass'n , we look to the evidence  
14 to determine whether there is evidence sufficient to support an inference that Mr. Bassick's  
15 union activity was a motivating factor.

16 A general suspicion is not sufficient to establish that discrimination based on union  
17 activity has occurred. Laborer's Int'l Union of North America v. Washoe Medical Ctr., EMRB  
18 Item No. 1 (1970). Generally, a complainant must show: the existence of activity protected by  
19 the Act, that the respondent was aware that the employee had engaged in such activity, that the  
20 employee suffered an adverse employment action, and finally a complainant must establish a  
21 motivational link, or nexus, between the employee's protected activity and the adverse  
22 employment action. See Tracker Marine, L.L.C., 337 NLRB 644, 646 (2002).

23 The “protected activity” which is the prime basis for SEIU's allegation of discrimination  
24 against Mr. Bassick comes from Bassick's actions to get the union involved in the layoffs. The  
25 Board heard testimony that Bassick was a member of SEIU, and was active in SEIU as a  
26 steward-in-training. At a meeting on March 13, 2009, Ron Lynn announced to the division that  
27 there would be layoffs. The next day, Mr. Bassick spoke with union president Al Martinez at the  
28 union hall about the layoff announcement. According to testimony from Mr. Bassick, Mr.

1 Martinez was not aware of the announced layoffs, but after speaking with Mr. Bassick, Mr.  
2 Martinez and the union contacted and met with County management regarding the announced  
3 layoffs. Tr. pp. 183-186.

4 At a second meeting with the division, on March 25, 2009, Mr. Lynn apparently retreated  
5 from his earlier announcement about imminent layoffs. Mr. Bassick testified that, "... he [Mr.  
6 Lynn] pretty much got his hands slapped for coming out there and saying he was talking with  
7 the union and he hadn't been, and he announced these layoffs prematurely. So now he was trying  
8 to do damage control..." Tr. p. 187. When Al Martinez spoke at this same meeting he openly  
9 acknowledged Mr. Bassick for bringing the issue to SEIU's attention so that SEIU could get  
10 involved. Tr. p. 187. When layoffs were conducted, Mr. Bassick was not included on the  
11 exemption list.

12 The Board also heard evidence that following the March 25, 2009 meeting Mr. Bassick  
13 had sent emails to a number of different people at Clark County regarding budget reductions,  
14 including the County Commissioners, management and also to the Union, trying to look for  
15 solutions to save jobs in the Civil Division. Mr. Bassick also testified that he met with Mr. Lynn  
16 and demanded to know Mr. Lynn's plan to reduce costs in the Civil Division. Tr. pp. 190-192.  
17 However, there was no testimony that Bassick's email campaign or his meetings with Mr. Lynn  
18 were protected union activities under NRS 288.270(d). The Board did not hear any evidence that  
19 Bassick's email campaign was conducted in his capacity as a steward in training and the Board  
20 heard no evidence that Bassick held himself out as a union representative in doing so. To the  
21 contrary, Bassick was sending his emails to both management and to the union. Tr. p. 191. Nor  
22 was there any evidence that Bassick was acting as a union representative in his meetings with  
23 Ron Lynn. See Wegman's Food Markets, Inc., 351 NLRB 1073 (2007) (no violation of the  
24 NLRA where employee did not engage in protected activity). Thus, the only protected union  
25 activity that was identified at the hearing was Mr. Bassick's actions of speaking with Al  
26 Martinez urging the union to get involved in the layoffs.

27 The evidence is insufficient to establish a nexus between protected union activities and  
28 Mr. Bassick's lay off. When Mr. Thompson spoke to the Layoff Review Committee about Mr.

1 Bassick, he stated that Mr. Bassick was “easily excitable” Tr. p. 222; 759. This statement by  
2 Thompson apparently refers to Mr. Bassick’s personality and activities that were independent of  
3 Mr. Bassick’s participation in the Union.

4 Mr. Bassick’s situation does show that management considered something other than  
5 Bassick’s knowledge, skills and abilities when subjecting him to layoff, which is evidence of the  
6 County’s unilateral change to the layoff procedure as discussed above. However, the evidence  
7 does not support the inference that that it was Mr. Bassick’s union activity that was motivating  
8 factor in his layoff. Having answered the first prong of the Reno Police Protective Ass’n  
9 discrimination test in the negative, our inquiry ends here and Clark County will prevail on this  
10 claim.

11 Remedy

12 The Board is empowered to restore to an aggrieved party “any benefit of which he has  
13 been deprived...” NRS 288.110(2). This includes the authority to restore aggrieved employees  
14 to the status they held before the prohibited labor practice occurred. Nevada Service Employees  
15 Union v. Orr, 121 Nev. 675, 119 P.3d 1259 (2005).

16 In this case, the laid off employees were the victims of the County’s unilateral change in  
17 the lay-off procedure. The benefit of which these employees have been deprived was their  
18 continued employment with Clark County. An appropriate remedy is for Clark County to  
19 reinstate the laid off employees, and to make each laid off employee whole by compensating  
20 each laid off employee with the salary and benefits due to them from July 10, 2009 to the time of  
21 their reinstatement in the form of a back pay award. Additionally, the laid off employees, many  
22 of whom had attained high levels of seniority should not be deprived of that same level of  
23 seniority when being reinstated.

24 We do not find that an award of attorney’s fees is appropriate in this case as the parties  
25 presented a genuine dispute to the Board.

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2 **FINDINGS OF FACT**

3 1. Clark County met with SEIU to determine the meaning of the phrase “for the continued  
4 operation of the County” and to determine how that phrase should be applied when actually  
5 conducting layoffs.

6 2. The 5-factor evaluation criteria were developed in collaboration with SEIU.

7 3. The County did not fairly or uniformly apply the 5-factors when evaluating which  
8 employees should be granted an exemption

9 4. The exemption list was not created based solely upon the 5-factors. The County included  
10 favoritism of some employees and disfavoritism of other employees when creating the  
11 exemption list.

12 5. At least 2 employees, Dante Corso and Kathy Hale were never even considered for  
13 possible inclusion on the exemption list.

14 6. As a result of the County’s actions, each laid off employee has been deprived of the  
15 benefit of employment with the County.

16 7. Martin Bassick’s email campaign and his meetings with Robert Thompson were not  
17 performed in Mr. Bassick’s capacity as a union steward.

18 8. Martin Bassick was not included on the exemption list, however Mr. Bassick’s non-  
19 inclusion was on that list was not motivated by Mr. Bassick’s union activities.

20 **CONCLUSIONS OF LAW**

21 1. The EMRB has exclusive jurisdiction over claims arising under NRS Chapter 288.

22 2. Clark County is a local government employer as defined by NRS 288.060.

23 3. As a local government employer, Clark County owes a duty to bargain in good faith over  
24 the mandatory subjects of bargaining listed in NRS 288.150 before changing the terms of  
25 employment.

26 4. The procedure for a lay-off due to a reduction in force is a mandatory subject of  
27 bargaining under NRS 288.150(2)(v).

28 5. Prior to the June 2009 layoffs, the bargained-for procedure for conducting a lay-off stated  
that Clark County could exempt up to 8% of the employees within a Department from layoff in

1 order to provide for "the continued operation of the County." The phrase "for the continued  
2 operation of the County" allowed management to consider only an employee's "special  
3 certifications, special licensing, educational attainments, a special skills set, and the knowledge,  
4 skills and abilities" when exempting an employee from layoff.

5 6. As a result of the June 2009 layoffs, the County changed the procedure for exempting  
6 employees from layoff by considering additional criteria apart from the agreed-upon 5 factors,  
7 including favoritism of certain employees and disfavoritism of other employees.

8 7. When the County considered additional criteria other than the 5 agreed-upon factors it  
9 violated the Local Government Employee-Management Relations Act and committed a unilateral  
10 change under the Nevada Supreme Court's decision in City of Reno v. Reno Police Protective  
11 Ass'n 118 Nev. 889, 59 P.3d 1212 (2002).

12 8.. There was not substantial evidence presented at the hearing to establish a link between  
13 Martin Bassick's union activity and his subsequent layoff.

14 9. Clark County did not discriminate against Martin Bassick due to his protected union  
15 activity.

16 **ORDER**

17 IT IS HEREBY ORDERED that, within 14 days from the date of this Order, Clark  
18 County shall offer to each employee that was subject to the June 2009 layoffs full reinstatement  
19 to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without

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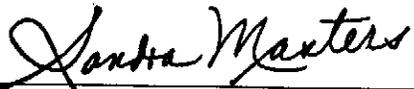
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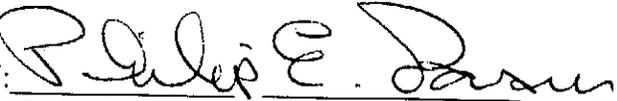
1 prejudice to their seniority or any other rights or privileges previously enjoyed. Clark County  
2 shall also make each laid-off employee whole for any loss of earnings and loss of other benefits  
3 suffered as a result of the unilateral change committed by Clark County. This amount may be  
4 offset by any income, earnings or benefits obtained by the affected employees from the effective  
5 date of the layoffs to the date of this order.

6 DATED this 5th day of October, 2010.

7 LOCAL GOVERNMENT EMPLOYEE-  
8 MANAGEMENT RELATIONS BOARD

9 BY:   
10 SEATON J. CURRAN, ESQ., Chairman

11 BY:   
12 SANDRA MASTERS, Vice-Chairman

13 BY:   
14 PHILIP E. LARSON, Board Member  
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1 STATE OF NEVADA  
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5 SERVICE EMPLOYEES INTERNATIONAL )  
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6 Complainant,

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**NOTICE OF ENTRY OF ORDER**

10  
11 TO: Service Employees International Union, Local 1107, and their attorneys  
12 Jonathan Cohen Esq., of Rothner, Segall & Greenstone and Douglas V.  
Ritchie, Esq., of Laquer, Urban, Clifford & Hodge, LLP

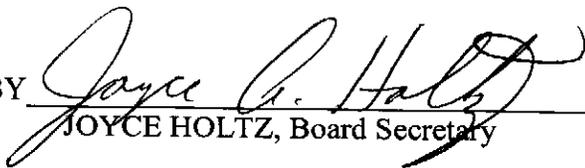
13 TO: Clark County, and their attorney Yolanda T. Givens, Esq.

14 PLEASE TAKE NOTICE that an ORDER was entered in the above-entitled matter on  
15 October 5, 2010.

16 A copy of said order is attached hereto.

17 DATED this 5th day of October, 2010.

18 LOCAL GOVERNMENT EMPLOYEE-  
19 MANAGEMENT RELATIONS BOARD

20 BY   
21 JOYCE HOLTZ, Board Secretary  
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