

STATE OF NEVADA  
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

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UNITED STEELWORKERS OF AMERICA,  
AFL-CIO, CLC,

Complainant,

-vs-

THE WILLIAM BEE RIRIE HOSPITAL,  
Respondent.

CASE NO. A1-045413

ORDER OF DISMISSAL  
WITHOUT PREJUDICE

UPON STIPULATION TO DISMISS made by and between the UNITED STEELWORKERS OF AMERICA, AFL-CIO, CLC and the WILLIAM BEE RIRIE HOSPITAL, by and through their respective counsel, based upon an agreement as described below, and good cause appearing therefor,

IT IS HEREBY ORDERED that a representative election be held in the Bargaining Unit of employees at Respondent Hospital on a date mutually agreed to determine whether or not the employee organization is represented by a majority of local government employees in the Bargaining Unit. If said employee organization is represented by a majority, Respondent Hospital shall recognize the Bargaining Unit and commence negotiations with the unit towards an agreement effective on the date that Bargaining Unit and Respondent Hospital approve said agreement. However, if said employee organization is not represented by a majority of employees in the Bargaining Unit, the Hospital may withdraw recognition from said employee organization; and it is

FURTHER ORDERED that the above entitled matter be dismissed, without prejudice, each party to bear its own costs of suit and attorney's fees.

DATED this 12th day of January, 1987.

LOCAL GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD

  
JEFFREY L. ESKIN, Esq., Chairman

received  
1-12-87

1 Gary D. Fairman  
2 Attorney for William Bee Ririe Hospital  
3 P. O. Box 5  
4 Ely, Nevada 89301

5 LOCAL GOVERNMENT EMPLOYEE MANAGEMENT RELATIONS BOARD

6 UNITED STEELWORKERS OF AMERICA, ) STIPULATION RE  
7 AFL-CIO, CLC, ) DISMISSAL

8 Complainant, )

9 -vs- )

10 THE WILLIAM BEE RIRIE HOSPITAL, )

11 Respondent. )

12 The William Bee Ririe Hospital, (hereinafter "Respondent")  
13 and the United Steelworkers of America, AFL-CIO, CLC (hereinafte  
14 "Union") enter into the following agreement for the purpose of  
15 settling the above-captioned unfair labor practice charge without  
16 the necessity of further litigation.

17 The parties expressly agree as follows:

18 1. A representation election will be held in the bargaining  
19 unit of employees at Respondent Hospital, including the positions  
20 of maintenance man, maintenance man trainee, accounts payable  
21 clerk, accounts payable clerk trainee, office clerk, office clerk  
22 trainee, stock room clerk, stock room clerk trainee, ward clerk,  
23 ward clerk trainee, cook, cook trainee, cook helper, seamstress,  
24 housekeeper, housekeeper trainee, nurses aide, nurses aide  
25 trainee, laundress, and laundress trainee, during the month of  
26 January, 1987, on a date certain to be agreed to between the

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1 parties.

2 2. The Union agrees to withdraw the complaint in case  
3 #A1-045413 filed in the above referenced case.

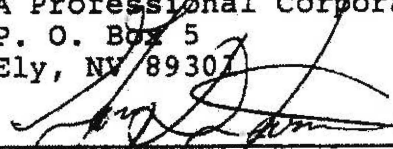
4 3. In the event the results of the election held in the  
5 bargaining unit of employees at Respondent Hospital demonstrate  
6 that the employee organization is not represented by a majority  
7 of local government employees in the bargaining unit that  
8 Respondent Hospital may withdraw recognition from the bargaining  
9 unit pursuant to N.R.S. 288.160 (3)(c).

10 4. In the event the results of the election held in the  
11 Bargaining Unit of employees at Respondent Hospital demonstrate  
12 that the employee organization is represented by a majority of  
13 local government employees in the Bargaining Unit that Respondent  
14 Hospital shall recognize the Bargaining Unit and commence  
15 negotiations with the Unit towards an agreement effective on the  
16 date that the Bargaining Unit and the Respondent Hospital approve  
17 said agreement.

18 5. It is further understood and agreed by the parties that  
19 this settlement is entered into without precedent or prejudice to  
20 either side.

21 DATED: December 2<sup>nd</sup>, 1986.

GARY D. FAIRMAN  
A Professional Corporation  
P. O. Box 5  
Ely, NV 89301

  
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GARY D. FAIRMAN  
Attorney for Wm. B. Ririe  
Hospital

26 . . .

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1 DATED: Dec 5, 1986

MARGO A. FEINBERG  
SCHWARTZ, STEINSAPIR,  
DOHRMANN & SOMMERS

2  
3  
4 By Margo A. Feinberg  
MARGO A. FEINBERG  
Attorneys for United Steel-  
workers of America

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11 It is so ordered.

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13  
14 DATED: January 12, 1987

LOCAL GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD

15  
16  
17 BY Jeffrey L. Eskin  
JEFFREY L. ESKIN  
Chairman