

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

4 CLARK COUNTY PUBLIC EMPLOYEES )  
ASSOCIATION, SEIU LOCAL 1107, )

5 Complainant, )

6 -vs- )

7 UNIVERSITY MEDICAL CENTER, )

8 Respondent. )  
9

ITEM NO. 299

CASE NO. A1-045501

DECISION

10 For Complainant: Hope J. Singer, Esq.  
TAYLOR, ROTH, BUSH & GEFFNER

11 For Respondent: Paul D. Johnson, Esq.  
12 CLARK COUNTY DISTRICT ATTORNEY'S OFFICE

13 For the EMRB: Salvatore C. Gugino, Chairman  
14 Tamara Barengo, Vice Chairman  
Howard Ecker, Board Member

15 STATEMENT OF THE CASE

16 In a pre-hearing telephone conference held December 4,  
17 1991, the Complainant ("Union") and Respondent ("UMC"),  
18 narrowed the issues to the following:

19 1. Whether Clark County's budgets for the three  
20 years prior to the June 25, 1991, requested by the  
Union, are relevant and necessary to the Union's  
21 bargaining efforts.

22 2. Whether UMC's refusal to provide copies of  
Clark County's budgets to the Union violates NRS  
288.180(2), and NRS 288.270(1)(a)(e) and (g).

23 3. Whether UMC's refusal to obtain copies of  
24 Clark County's budgets for the Union violates NRS  
288.180(2) and NRS 288.270(1)(a)(e) and (g).

25 The case was originally scheduled to be heard on April  
26 23, 1992. However, prior to commencement of the hearing, the  
27 parties tentatively reached agreement to settle a companion  
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1 case (Case No. A1-045492), with the understanding that the  
2 instant case would be withdrawn effective with consummation of  
3 said settlement. The hearing(s) was (were) continued pending  
4 such settlement, however, the Board advised the parties that  
5 in the event the tentative settlement failed approval  
6 (consummation), the Board would have to consider whether to  
7 re-schedule these cases for hearing or have the parties submit  
8 them on the briefs.

9 Under date of August 12, 1992, Complainant advised the  
10 Board that the parties had been unable to consummate the  
11 settlement agreement and requested that the cases be  
12 re-scheduled for hearing by the Board.

13 On August 31, 1992, the Board denied Complainant's  
14 request that the cases be re-scheduled for hearing and  
15 determined that the instant case (Case No. A1-045501) would  
16 stand submitted on the existing pleadings.

#### 17 DISCUSSION

18 From the facts stipulated to by the parties and other  
19 evidence of record, the Board has determined that the  
20 Complaint is meritorious.

#### 21 I.

22 **CLARK COUNTY'S BUDGETS FOR THE THREE YEARS**  
23 **PRIOR TO JUNE 25, 1991, REQUESTED BY THE**  
24 **UNION, MAY BE CONSIDERED AS RELEVANT AND**  
**NECESSARY TO THE UNION'S BARGAINING EFFORTS.**  
**(Issue No. 1)**

25 During 1991 negotiations (which, notwithstanding the  
26 instant dispute, resulted in consummation of a collective  
27 bargaining agreement) the Union asked UMC to provide it with  
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1 copies of Clark County's overall budgets for the last three  
2 years, so that it could formulate proposals and respond to  
3 UMC's claims concerning funding. UMC refused to provide the  
4 Union with this information on the premise(s) that (1) said  
5 information was irrelevant and (2) the Union should get said  
6 information from the County. (It is apparent that the  
7 information was deemed relevant by the Union from the  
8 standpoint that said information would permit it to verify  
9 other information provided by UMC which pertained to the  
10 amount of funding allegedly provided UMC by the County during  
11 those three years from the collection of taxes.)

12 NRS 288.180(2) provides, in pertinent part, "the  
13 employee organization . . . may request reasonable information  
14 concerning any subject matter included in the scope of  
15 mandatory bargaining which it deems necessary for and relevant  
16 to the negotiations." (Emphasis added.) This language  
17 clearly contemplates that the determination of just what  
18 information is "necessary for and relevant to the  
19 negotiations" is to be made by the party requesting said  
20 information; i.e., the burden of proof as to necessity and/or  
21 relevancy of the information requested ordinarily falls upon  
22 the party challenging said determination.

23 In the instant case, it appears that the County budgets  
24 for the last three years, at least potentially, might have  
25 been relevant to the negotiations insofar as establishing  
26 and/or verifying the funds available for collective bargaining  
27 purposes. The request cannot be considered unreasonable on  
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1 its face and it clearly relates to all subjects include  
2 within the scope of mandatory bargaining which are contingent  
3 upon the availability of funding. The Board, therefore, finds  
4 that UMC has failed to meet its burden of proof, and it was  
5 required to provide the information requested by the Union,  
6 pursuant to NRS 288.180(2). Reno Police Protective  
7 Association vs. City of Reno, Case No. A1-045390, EMRB Item  
8 No. 175 (January 30, 1985).

9 As concerns the fact that Clark County's budgets are a  
10 matter of public record available to anyone who asks, and  
11 UMC's position that it should not be reduced to a "go-for" for  
12 the Union, the Board finds that since almost any information  
13 requested under NRS 288.180(2) would be information which is  
14 available to the public upon request, the fact that such  
15 information is available to the general public and equally  
16 accessible to the Union would not exclude such information  
17 from the requirement of NRS 288.180(2). Accessibility of  
18 information is not one of the criteria set forth in the  
19 statute for determining whether or not said information must  
20 be provided upon request. The statutory criteria is that such  
21 information be reasonable, related to a subject within the  
22 scope of mandatory bargaining, necessary for and relevant to  
23 the negotiations. The information requested appears to meet  
24 all of these statutory criteria, in view of which the Board  
25 finds no basis for excepting the instant request for  
26 information from the requirement, pursuant to NRS 288.180(2)  
27 that the information requested be furnished without  
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unnecessary delay.

II.

UMC'S REFUSAL TO OBTAIN AND PROVIDE COPIES  
OF CLARK COUNTY'S BUDGETS TO THE UNION  
VIOLATES NRS 288.180(2) AND NRS 288.270(1)  
(a), (e) AND (g). (Issues No. 2 and 3)

NRS 288.180(2) reads, in pertinent part, as follows:

Following the notification provided for in subsection 1, the employee organization or the local government employer may request reasonable information concerning any subject matter included in the scope of mandatory bargaining which it deems necessary for and relevant to the negotiations. The information must be furnished without unnecessary delay.

For the reasons set forth in I. hereof, UMC's refusal to provide the information requested was clearly a violation of this statute.

NRS 288.270(1)(a), (e) and (g) read, as follows:

1. It is a prohibited practice for a local government employer or its designated representative willfully to:

(a) Interfere, restrain or coerce any employee in the exercise of any right guaranteed under this chapter.

(e) Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and factfinding, provided for in this chapter.

(g) Fail to provide the information required by NRS 288.180.

Employee organizations (and employers) have been guaranteed the right, pursuant to NRS 288.180(2), during the collective bargaining process, to request reasonable information which they deem necessary and relevant to the negotiations. Likewise, pursuant to said statute, such information must be furnished without delay. Accordingly,

1 UMC's refusal to provide the information requested was also  
2 prohibited practice and/or a violation of NRS 288.270(1)(a),  
3 (e) and (g).

4 FINDINGS OF FACT

5 The essential facts upon which these finding are based,  
6 as stipulated to by the parties, are that, by letter to UMC  
7 dated June 25, 1991, the Union requested copies of Clark  
8 County's budgets for the last three years, which information  
9 the Union deemed to be necessary and relevant to the  
10 negotiations, inasmuch as said information would enable the  
11 Union to respond to UMC's claims concerning funding. UMC  
12 refused to provide the Union with the information requested.

13 CONCLUSIONS OF LAW

14 1. That the Local Government Employee-Manager  
15 Relations Board has jurisdiction over the parties and is  
16 authorized to assume jurisdiction over the subject matter of  
17 this Complaint, pursuant to the provisions of NRS Chapter 288.

18 2. That the Complainant, Clark County Public Employees  
19 Association, SEIU Local 1107, is a recognized employee  
20 organization as defined by NRS 288.040.

21 3. That the Respondent, University Medical Center, is a  
22 recognized local government employer as defined by NRS  
23 288.060.

24 4. That Respondent's refusal to provide Complainant  
25 with copies of Clark County's budgets, which Complainant  
26 requested pursuant to its determination that said information  
27 was necessary and relevant to the negotiations, was a  
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1 prohibited practice under NRS 288.270(1)(a), (e) and (g) and a  
2 violation of NRS 288.180(2).

3 DECISION AND ORDER

4 Pursuant to the Board's deliberations at its meeting on  
5 Tuesday, December 1, 1992, it is hereby

6 ORDERED, ADJUDGED AND DECREED as follows:

7 1. That the Union's Complaint be, and the same hereby  
8 is, upheld;

9 2. That UMC and its agents shall, in the future,  
10 refrain from engaging in the prohibited practice set forth in  
11 this Complaint; and

12 3. That each party shall bear its own costs and  
13 attorney's fees in this matter.

14 DATED this 1st day of December, 1992.

15 LOCAL GOVERNMENT EMPLOYEE-  
16 MANAGEMENT RELATIONS BOARD

17 By Salvatore C. Gugno  
18 SALVATORE C. GUGINO, Chairman

19 By Tamara Barengo  
20 TAMARA BARENGO, Vice Chairman

21 By Howard Ecker  
22 HOWARD ECKER, Member