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**STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD**

CITY OF NORTH LAS VEGAS,
Complainant,

vs.

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL 1607,
Respondent,

ITEM NO. 390-A

CASE NO. A1-045608

DECLARATORY ORDER

For Complainant: Norman H. Kirshman, Esq.
KIRSHMAN, HARRIS & COOPER

For Respondent: Peter L. Ashman, Esq.

STATEMENT OF THE CASE

On June 13, 1996, the CITY OF NORTH LAS VEGAS (hereinafter "CITY") filed the original complaint which was amended June 24, 1996, against the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1607 (hereinafter "LOCAL 1607"). The First Amended Complaint alleges that the totality of LOCAL 1607's conduct in negotiations for a successor agreement to replace the Collective Bargaining Agreement scheduled to expire on June 30, 1996, violated LOCAL 1607's duty to bargain in good faith. More specifically, CITY alleges that LOCAL 1607 effectively participated in "end run bargaining" by bypassing the CITY's designated negotiator and dealing directly with the City Manager and elected officials for the City of North Las Vegas, causing them to intervene in the negotiations. CITY further contends that positions taken by LOCAL 1607 regarding mandatory bargaining subjects were in violation of NRS 288.270(2)(b); that the use of the Nevada Arbitration Association (hereinafter NAA) constituted a conflict of interest due to the past relationship between LOCAL 1607's lead negotiator,

1 Jim Fisher, and NAA; and that LOCAL 1607 created a deadlock in
2 negotiations by creating an impasse in an attempt to prematurely
3 proceed to factfinding and, if necessary, last best arbitration
4 utilizing NAA, who, CITY alleges, LOCAL 1607 perceives as more
5 aligned with its objectives than American Arbitration Association
6 (hereinafter AAA).

7 LOCAL 1607 denies that its conduct and positions taken during
8 negotiations constitute a prohibited practice; and further denies
9 that it created the impasse stating that the lead negotiator for
10 the CITY, Thomas Stephens, declared the impasse; and states that
11 Mr. Stephens knew of the relationship between LOCAL 1607's lead
12 negotiator and NAA prior to the opening of negotiations; and asks
13 this Board to deny the relief requested by CITY.

14 ADDITIONAL CASE FACTS

15 A Motion to Stay Factfinding and a Motion to Dismiss were
16 both filed with this office on June 27, 1996. Deliberations on
17 both motions were held during a special telephone conference Board
18 meeting held July 19, 1996, noticed pursuant to Nevada's Open
19 Meeting Law, and an Order, Item No. 390, was issued denying LOCAL
20 1607's Motion to Dismiss and granting CITY's Motion to Stay
21 Factfinding.

22 DISCUSSION AND FINDINGS

23 As established through oral testimony, Complainant CITY is a
24 local government employer as defined by NRS 288.060. Respondent
25 LOCAL 1607 is an employee organization as defined by NRS 288.040.
26 The Local Government Employee-Management Relations Board
27 (hereinafter BOARD) maintains jurisdiction over this dispute
28 pursuant to NRS Chapter 288.

1 secure changes in any part of the negotiation process could be
2 considered "end run bargaining".

3 Oral testimony established that the Mayor of North Las Vegas
4 was contacted on more than one occasion by union representatives
5 and the Mayor subsequently met with Local 1607 for the purposes of
6 eliciting a change in the ground rules, to-wit: to use NAA versus
7 AAA. Subsequent to these contacts, the Mayor of North Las Vegas
8 and City Manager of North Las Vegas met with Mr. Stephens, the
9 City's lead negotiator, to persuade him to accede to Local 1607's
10 position. Local 1607's contact with the Mayor was without prior
11 knowledge or approval of Mr. Stephens.

12 Unlike Case No. A1-045374, City of Henderson, Petitioner,
13 where the Board ruled that, "Attendance and participation by the
14 Association at an open meeting did not violate NRS 288.270(2)(b)
15 this BOARD finds that the actions of the members of the
16 negotiating team of LOCAL 1607, in meeting with the City Manager
17 and Mayor, are completely different than simply the attendance at
18 an open meeting. Accordingly, although this BOARD holds that NRS
19 288.270(2)(b) does not render the local government employee
20 organization, its members or its officers guilty of a prohibited
21 practice by attendance or participation in a meeting open to the
22 public, the solicitation of support from public officials to force
23 a change in the already agreed upon ground rules to the
24 negotiations can be construed as "end run bargaining" and a
25 prohibited practice.

26 Conflicting testimony was heard regarding the perceived
27 conflict of interest of the LOCAL 1607's lead negotiator and h.
28 past relationship with NAA. Testimony was also heard regarding

1 the CITY having breached the ground rules when the CITY's lead
2 negotiator spoke with the media. It appears both sides chose to
3 ignore the ground rules when it met their purpose.

4 DECLARATORY ORDER

5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, once
6 established, the ground rules constitute an intergral part of the
7 negotiation process and therefore are subject to the provisions
8 under NRS 288.270. The integrity of the process of collective
9 bargaining is at issue and the obligation to bargain in good faith
10 is critical to that issue. The ground rules should not be changed
11 in any manner through an end run by one side's bargaining team.
12 Accordingly, any attempt by either side to contact, directly or
13 indirectly, the principals or any third person who is not a
14 designated bargaining representative for the other side, for the
15 purposes of negotiating anything related to the bargaining
16 agreement without prior written consent by the other side's
17 authorized bargaining representative would constitute a prohibited
18 practice in violation of NRS 288.270.

19 DATED this 20th day of October, 1996.

20 Local Government Employee-Management
21 Relations Board

22 By: *Christopher Volsin*
23 CHRISTOPHER VOL SIN, Chairman

24 By: *Tamara E. Barengo*
25 TAMARA BARENGO, Vice-Chairman

26 By: *David Goldwater*
27 DAVID GOLDWATER, Board Member

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