STATE OF NEVADA

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT

RELATIONS BOARD

LAS VEGAS FIRE FIGHTERS LOCAL 1285, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS Complainant, vs. CITY OF LAS VEGAS, NEVADA Respondents,	ITEM NO. 786 CASE NO. A1-046074 **ORDER**

For Complainant: Las Vegas Fire Fighters Local 1285, International Association of Fire Fighters and their attorney Sandra G. Lawrence, Esq.

For Respondents: City of Las Vegas and their attorney Anthony B. Golden, Esq.

This matter came on before the State of Nevada, Local Government Employee-Management Relations Board ("Board"), on May 8, 2013 for consideration and decision pursuant to the provisions of the Local Government Employee-Management Relations Act ("the Act"); NAC Chapter 288, NRS chapter 233B, and was properly noticed pursuant to Nevada's open meeting laws.

The Board held hearings in this case on March 12 and 13, 2013. The parties submitted written closing statements on April 29, 2013. Following a request for oral arguments, the Board held additional oral arguments on this matter pursuant to NAC 288.306 on May 8, 2013.

This case concerns events surrounding a gain sharing program developed by Respondent City of Las Vegas. Complainant Las Vegas Fire Fighters Local 1285, International Association of Firefighters ("Association" or "Firefighters") claims that the City has committed prohibited labor practices in violation of the Act by making a unilateral change to a mandatory subject of bargaining when it implemented the gain sharing program, engaged in direct dealing with the Association's membership in violation of the City's duty to bargain in good faith, and in failing

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to provide the Association with complete information concerning the gain sharing program in violation of its obligations under NRS 288.180.

The concept of a gain sharing program first arose between the parties during a series of negotiations that took place during the spring of 2012. The City approached the Association with the rudimentary outlines of a proposal for the gain sharing program on March 10, 2012. The Association did not reject the gain sharing proposal outright at that time but did seek to obtain additional information about the program and in particular about the source of revenue that would fund the gain sharing program. The parties continued to hold regular negotiation meetings where the gain sharing proposal and other changes to Article 17 of the prior agreement concerning wages were discussed from March 10, 2012 until May 31, 2012.

On May 31, 2012, the City declared impasse, whereupon the negotiations transitioned to the resolution procedures provided for by NRS 288.215 in order to resolve the deadlock. Testimony offered at the hearing indicated that the impasse resolution under section 215 was still ongoing.

On August 15, 2012, City Manager Elizabeth Fretwell sent a letter to Dean Fletcher, President of the Association.[1] That letter, which was introduced into evidence before the Board as Exhibit 4, announced that the City was developing the gain sharing program, provided some details about how the City envisioned the program would function, and announced that the City was "committed to the beginning of such a plan this fiscal year." Exhibit 4. The letter then stated that $1.3 million had been approved to distribute to the City employees, including employees in the bargaining unit represented by the Association and that "[i]n part this is being done as a stepping stone to eventual implementation of a full plan." The letter announced that the distribution, which amounted to $549.00 per employee would be paid out in the second pay period in September 2012 unless the Association notified Ms. Fretwell that it was opting out of the distribution. The letter stated that Ms. Fretwell needed to know if the Association was opting out of the distribution by the first pay period in September.

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[1] The letter was dated August 13, 2012, but was actually sent as an email attachment on August 15, 2012.

President Fletcher raised concerns at this point about bad-faith bargaining in an email that was sent to Dan Tartwarer, who is the City's Human Resource Director and was acting as the City's lead negotiator in the bargaining sessions with the Association. Mr. Tartwater responded on August 16, 2012. This email, introduced into evidence at Exhibit 5, notes that the City had presented the gain sharing program to the Association during the bargaining sessions and concluded by stating that "[h]opefully your members will agree to participate in the September program."

Four days later, on August 20, 2012, and before the Association had notified Ms. Fretwell whether it would opt-out of the $549.00 distribution or not, the City communicated with all of its employees via a blog post in which the City announced the new gain sharing program, explaining many of the same details as were provided in the August 15, 2012 letter to Dean Fletcher. Ms. Fretwell testified that the blog is directed towards and accessible by all City employees. Notably, immediately after explaining the details of the gain sharing program, this blog post stated: "While in future years it is anticipated that distributions be based [sic] on a variety of factors – including but not limited to market conditions, economic conditions and corporate, workgroup and individual performance – the anticipated distribution this year would simply be made in equal amounts to all participating and eligible employees. Simply stated, all employees would receive the same $549 in this initial launch. This is being done as a stepping stone to eventual implementation of a full plan. Significantly however, it is also being done as a way to offer a one-time reward to all employees who have shared in the many extensive sacrifices that have been made during the past several years of this economic downturn."

On August 23, 2012 the City posted an update on the gain sharing program and sent an email to all City employees directing them to the updated blog post.

On August 27, 2012 Dean Fletcher sent a request to Dan Tartwater, invoking both NRS Chapters 288 and 239, requesting a detailed analysis of the calculation to determine gain sharing, a copy of the City's draft policy on gain sharing, and a detailed analysis of how the City had determined to utilize a 104% benefit rate for the Fire & Rescue Budget. Mr. Tartwater

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responded to that request on September 10, 2012 stating that the first two requested items did not exist, and providing an attachment to address President Fletcher's 104% benefit rate request.

Meanwhile, on August 31, 2012, the Association sent a response to the City Manager's August 15 letter stating that it could not address the proposed distribution because the gain sharing program was part of the negotiations and was currently tied up in fact-finding under NRS 288.215. Ms. Fretwell confirmed at the hearing that no distribution payment had been made to the employees in the Firefighters' bargaining unit.

On September 20, 2012 the City again addressed the $549 distribution on its blog. This entry stated "As I mentioned in my blog previously, the city's bargaining units have the option to 'opt out' of the first allocation of the gain sharing program ," and stating that the Association had "decided to forego the gain sharing bonus that has been offered to all employees." The blog post then attached copies of the letters that the City had received from the different bargaining agents, including the Association.

On October 9, 2012 Dean Fletcher followed up his original request for information by asking for backup documentation showing roll up costs used in creating the budget. The request was referred to Candace Falder, the City's Finance Director, who responded the next day asking for clarification as to what was being requested, and on October 22, 2012 provided an analysis to address President Fletcher's request.

The Association had filed its complaint with this Board even before this series of events had concluded, and on November 8, 2012 filed an amended complaint which included the allegations of the prohibited labor practices that were considered by the Board at the hearing.

Unilateral Change

It is a violation of the Act for an employer to unilaterally implement a change to the terms and conditions of employment which concern one or more of the mandatory subjects of bargaining listed in NRS 288.150(2) without bargaining over the change with the recognized bargaining agent. City of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 59 P.3d 1212 (2002). The basic outline of the test for a unilateral change claim is to consider what the terms of

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employment were before the change, what the terms were after the change and then to compare the two. See Golden Stevedoring Co., 335 N.L.R.B. 410, 435 (2001).

In this case, the parties have each acknowledged at oral arguments that the gain sharing program is a mandatory subject of bargaining under NRS 288.150(2)(a), and we are inclined to agree as the gain sharing program directly concerns wages and an employee's direct monetary compensation. NRS 288.150(2)(a). However, we do not find that the City has made a unilateral change in this instance because the Association has not presented evidence to show that the City has actually made any change at all which affected the employees in the bargaining unit represented by the Association. While the City did announce to all employees that it was implementing the gain sharing program, the evidence showed that the City left it up to the respective bargaining agents to decide whether to participate or not. When the Association declined to participate the City declined to pay the $549 distribution to the employees represented by the Association. As the City ultimately left the issue of participation in the September 2012 distribution in the hands of the Association, and did not make the distribution to the employees without the consent of the union, the Association cannot show that a unilateral change took place.

These facts do not show a unilateral change because the terms of employment established prior to the supposed change were such that the employees in the Firefighters' bargaining units did not receive a bonus payment, and the terms of employment after the supposed change were identical – the employees in the Firefighters' bargaining units did not receive a bonus payment. Thus the City did not implement any change as to the Firefighters' bargaining units. While the evidence does indicate that employees in other of the City's bargaining units did receive the $549 distribution, this alone does not show that the Firefighters experienced any change to the terms of their salary, wage or other forms of direct monetary compensation. Therefore absent any evidence of an actual change to the terms and conditions of employment, the Board finds in favor of the City on this allegation.

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Direct Dealing

"The employer's statutory obligation is to deal with the employees through the union, and not with the union through the employees." General Electric Co. 150 N.L.R.B. 192, 195 (1964). Like the National Labor Relations Act, NRS Chapter 288 also requires that an employer must bargain exclusively with the bargaining agent, and may not bargain directly with represented employees. Ormsby County Teachers' Assn. v. Carson City School District, Item No. 114, EMRB Case No. A1-045339, (1981). Under this standard, "[a]n employer may communicate directly with its employees only "if such expression contains no threat of reprisal or force or promise of benefit," and only when doing so is not "likely to erode 'the Union's position as exclusive representative.' Furthermore, when the statements themselves constitute unfair labor practices, for instance because they disparage the union, hold the employer out as the employees' protector, or undermine the union by changing employment conditions treated in the collective bargaining agreement, direct dealing is presumed." Dayton Newspapers v. NLRB, 402 F.3d 651 (6th Cir. 2005).

A complainant establishes a claim of direct dealing if it shows that (1) the employer communicated with represented employees, (2) that the purpose of the communication was either to establish a change to a mandatory subject of bargaining or to undercut the bargaining agent's role in negotiations; and (3) the communications were made without notice or to the exclusion of the bargaining agent. See Permanente Medical Group, 332 N.L.R.B. 1143, 1144 (2000). The evidence in this case establishes that each of these elements is met and that the City has engaged in direct dealing in violation of NRS 288.150 and NRS 288.270(1)(e).

The Board looks to the City's communications to its employees through the blog posts which announced the gain sharing program and plainly indicated that the $549 distribution was a component of the gain sharing program. In addition the City sent an email directly to all of its employees which mentioned the gain sharing program and specifically referred the employees to the blog. Thus the employer communicated with represented employees and the communications in this way were made to the exclusion of the Association.

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Based upon the evidence presented at the hearing, the Board concludes that the purpose of the City's communications was both an attempt to establish a change to a mandatory subject of bargaining and an effort to undercut the Association's role in bargaining over the gain sharing program. This is apparent from the fact that the City offered a very obvious promise of a defined benefit directly to its employees and conditioned that benefit upon the Association relenting and agreeing to participate in the distribution. The City's promise of a benefit was very specific. The City stated that it would pay employees, including employees in the Firefighters' bargaining units $549.00 on the second pay period of September 2012. The City was also clear in its blog posting that the payment was conditional upon the bargaining agent consenting to the payment, the implication being that the City would provide this additional payment to the employees but only if the employees could convince their bargaining agent to agree to participate in what was, in the City's own words, "the initial distribution" and "a stepping stone to eventual implementation" of the gain sharing program.

Thus, not only was the City promising a very specific benefit, but it's communications also appear to be part of a calculated effort to undermine the Association's role as the bargaining agent by communicating directly with the employees in the unit in order to induce them to pressure the Association to accept the first stages of the gain sharing program; a program that the City had been unable to establish through regular negotiating sessions with the Association. The effect was to hold the City out as the employees' protector by intimating that the City wanted to provide additional compensation to its employees and that the bargaining agents were the entities that stood in the way of this payment. This would establish a foot-in-the-door to implement the gain sharing program outside of the collective bargaining process and this is precisely the type of conduct which NRS 288.150 and NRS 288.270(1)(e) are intended to prevent.

The City argued that the $549 payment that should be entirely separated from the gain sharing program and was simply a no-strings-attached gift and that the City had no obligation to bargain with the Association over a gift and, consequently, that bad-faith bargaining could not have occurred. Yet this argument cannot be reconciled with the evidence in this case. The City repeatedly referred to the $549 distribution as a component of or as a stepping stone to full

implementation of the gain sharing program. This was done in the Ms. Fretwell's August 15 letter, the City's various blog postings concerning the gain sharing program, and the August 16, 2012 email from Dan Tartwater. The blog postings directed to the City's employees also show that the $549 distribution was not merely a gift as it was conditioned upon the agreement of the bargaining agents to participate. In other words, there were significant strings attached to this distribution – the strings that the employees should pressure their bargaining agents to accept the distribution and participate in this phase of the gain sharing program in order to actually receive the promised payment. The City offered no testimony at the hearing which we find to be credible that indicated the $549 distribution was really one-time, no-strings-attached gift that was separate or distinct from the gain sharing program.

The fact that these communications occurred after the City's May 31, 2012 declaration of impasse is irrelevant. American Commercial Lines, 296 N.L.R.B. 960, n.5 (1989). While this Board has held that a valid impasse declaration means that the parties are not required to meet and engage in further fruitless negotiations (e.g. Clark County Classroom Teachers Ass'n v. Clark County School Dist., Item No. 62, EMRB Case No. A1-045302 (1976); Intl's Ass'n of Firefighters, Local 731 v. City of Reno, Item No. 735, EMRB Case No. A1-045985 (2010)), this Board has never held that the Act grants license to an employer license to declare impasse and then engage in direct dealing. We note that in this case, the dispute resolution procedures of NRS 288.215 were still occurring. See NRS 288.270(1)(e) (stating that the duty to bargain in good faith includes "includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter"). Further, nothing in the Act precludes the parties from re-opening negotiations following an impasse. In this case, the City had approached the Association on August 15, 2012 concerning the gain sharing program and beginning the program during that fiscal year by means of the $549 distribution. In doing so, the City directly asked the Association whether it would participate in the program or not. Exhibit 4. Impasse is not available as a defense when the City re-initiates discussions with the Association over the gain sharing program. Even if the Act did allow for direct dealing after an impasse declaration, the City

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cannot declare impasse, then re-initiate negotiations with the Association and then invoke the prior impasse to immunize it against a direct-dealing charge.

Going directly to the employees to announce the gain sharing program, especially at a time before the City had even heard back from the Association about its participation in the distribution payment, and conditioning the distribution of a $549 payment to the employees upon the Association's agreement to participate promised a specific benefit and plainly erodes the position of the Association as the designated representative. The City's intention in doing so was to provide an incentive for employees to pressure the Association into agreeing to a program that is a mandatory subject of bargaining. The Board unanimously concludes that this conduct constitutes direct dealing and a refusal to bargain in good faith with the Association in violation of NRS 288.270(1)(e) and NRS 28.150.

Refusal to Provide Information

NRS 288.180 imposes a duty on employers to provide information to the bargaining agent when requested to do so on topics that are subject to negotiation under the Act. Dean Fletcher had requested information from the City pertaining to the gain sharing proposal on August 27, 2012. The City has presented a two-fold response to the Association's allegations that it did not provide requested information. The City asserts that it did comply with its obligations under NRS 288.180 by providing the Association with the information that it had, and that it was not under an obligation to turn over information because impasse had been declared before the Association made its information request to the City.

The Board finds that the City did not commit a prohibited labor practice in this manner because it did provide the requested information to the Association. The testimony and evidence introduced at the hearing indicated that on September 10, 2012, the City responded to that request and provided the Association with the information in its possession pertaining to the benefit rate request, and also informed the Association that the City did not have anything to provide pertaining to the Association's other requests. The City responded to President Fletcher's follow-up request on October 22, 2012 again providing the Association with documentation that the City asserted was responsive to the request. The Association suspected,

and argued to this Board, that the City was in possession of additional information beyond that which the City provided in its response, and that the City was holding back and refusing to turn over the full gambit of information in response to the Association's request. However the Association did not offer sufficient evidence to show that this was in fact the case. Candace Falder and Dan Tartwarter each testified that the City did in fact provide the information in had that was responsive to the Association's request and was not holding back any responsive information from the Association. The Board finds both Ms. Falder and Mr. Tartwater to be credible on this point. Thus we conclude that the City did provide an appropriate response to the Association's request that conformed to the duty to provide information in NRS 288.180. Because we conclude that the City sufficiently provided the requested information in any case, we do not reach the issue of whether the City was excused from its obligations to provide information due to the impasse.

Remedy

NRS 288.110(2) authorizes this Board to remedy a prohibited labor practice by ordering any person to refrain from the action complained of. As we find that the City has committed a prohibited labor practice in violation of NRS 288.150 and NRS 288.270(1)(e), the Board will order the City to refrain from direct dealing with the employees in the Firefighters bargaining unit, confirmed by posting the attached notice as directed for a period of not less than 30 days.

The Board also determines that an award of costs pursuant to NRS 288.110(6) is not warranted in this case.

Having considered the foregoing, and good cause appearing therefore, the Board now finds and concludes as follows:

FINDINGS OF FACT

1. Complainant Las Vegas Fire Fighters Local 1285; International Association of Fire Fighters is the recognized bargaining agent for the bargaining unit consisting of non-supervisory firefighters, paramedics and emergency medical technicians and supervisory firefighters employed by Respondent City of Las Vegas.

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2. On March 10, 2012 during negotiations over the terms Article 17 of the collective bargaining agreement concerning wages, the City proposed the concept of a gain sharing plan to the Association.

3. Prior to impasse, the Association and the City negotiated over, but did not agree to, the gain sharing program.

4. The City declared impasse in the negotiations on May 31, 2012.

5. The resolution procedures of NRS 288.215 were on-going at all times following the May 31, 2012 impasse declaration.

6. On August 15, 2012 the City sent a letter to the Association discussing the gain sharing program, announcing that the City was moving to implement a gain sharing program by distributing a $549 payment to employees during the second pay period in September of 2012, and giving the Association a deadline to respond and inform the City whether the Association would participate or not.

7. The City's August 15, 2012 letter re-opened negotiations over the gain sharing program.

8. The Association did not respond to the City's August 15 letter until August 31, 2012.

9. On August 20, 2012 the City communicated directly with its employees concerning through postings on the City Manager's blog.

10. The City Manager's blog is directed to and available only to City employees, including employees represented by the Association.

11. The City communicated directly with its employees on August 23, 2012 by posting an updated post on the City Manager's blog and sending an email to all City employees referring to the blog postings.

12. The content of the City's blog postings announced that the gain sharing program was being implemented and that the initial form of the gain sharing program would be the $549 distribution to be made in the second pay period of September 2012.

13. The City Manager's blog postings communicated to the City's employees that their receipt of the $549 distribution was contingent upon participation by their bargaining agents.

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14. The City's intention in announcing the gain sharing program in this manner was to establish the gain sharing program which is a mandatory subject of bargaining.

15. The City, through the City Manager's blog posts, provided an incentive for employees to place pressure on their bargaining agents to accept and participate in the initial distribution of the gain sharing program.

16. The $549 distribution is not distinct from the City's gain sharing program but is a component of that program.

17. The City did not make the $549 distribution to the employees in the bargaining units represented by the Association.

18. On September 20, 2012 the City again communicated directly with its employees through the City Manger's blog and confirmed that the $549 distribution was the first allocation of the gain sharing program.

19. The testimony offered at the hearing that the $549 distribution was a gift is not credible and is contradicted by the City's repeated blog posts, the City's August 15, 2012 letter to the Association and Dan Tartwater's August 16, 2012 email to the Dean Fletcher.

20. On August 27, 2012 the Association, through President Dean Fletcher, requested from the City a detailed analysis of the calculation to determine gain sharing, a copy of the City's draft policy on gain sharing, and a detailed analysis of how the City had determined to utilize a 104% benefit rate for the Fire & Rescue Budget.

21. The City responded to the Association's request on September 10, 2012 and provided responsive information to the Association's request.

22. The Association made a follow-up request for information on October 9, 2012.

23. The City responded to the Association's follow-up request on October 22, 2012.

24. The City's September 10, 2012 and October 22, 2012 responses were complete and the City did not withhold any pertinent information from the Association according to the credible testimonies of Candace Falder and Dan Tartwater.

25. The City did not withhold requested information from the Association.

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26. If any of the foregoing findings is more appropriately construed as a conclusion of law, it may be so construed.

CONCLUSIONS OF LAW

1. The claims raised by the Association's complaint arise under the Local Government Employee-Management Relations Act and are within the exclusive jurisdiction of this Board.

2. NRS 288.150 and NRS 288.270(1)(e) impose a duty on the City to bargain exclusively with the Association concerning mandatory subjects of bargaining.

3. An employer violates NRS 288.270(1)(a) and (e) if it unilaterally changes a term of employment that affects a mandatory subject of bargaining without first bargaining over the change with the proper bargaining agent.

4. The City did not change the terms and conditions of employment for employees in the Firefighters' bargaining units because the City did not make the $549 distribution to the employees represented by the Association.

5. The City did not commit a unilateral change.

6. NRS 288.150 and NRS 288.270(1)(e) prevent a local government employer from dealing directly with its employees concerning a mandatory subject of bargaining.

7. A local government employer may not communicate with its employees with the promise of a benefit when doing so will undermine the role of a recognized bargaining agent.

8. The gain sharing program is a mandatory subject of bargaining pursuant to NRS 288.150(2)(a).

9. The City communicated directly with employees represented by the Association on August 20, 2012, August 23, 2012 and September 10, 2012 through the City Manager's blog postings.

10. These communications were made directly to the employees to the exclusion of the Association.

11. The purpose of the City's direct communications with the employees was to attempt to establish the gain sharing program.

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12. The City's direct communications made a promise of a specific benefit ($549 distribution in the second pay period of September 2012) to the employees represented by the Association

13. The City's direct communications with its employees served to undermine and undercut the Association's role as bargaining agent and in the ongoing bargaining with the City over the gain sharing program.

14. The declaration of an impasse does not permit a local government employer to engage in direct dealing.

15. The $549 distribution was not a gift; it was a significant component of the gain sharing program and was the initial distribution of the gain sharing program.

16. The Association's complaint that the City had engaged in direct dealing in violation of NRS 288.150 and NRS 288.270(1)(e) is well-taken.

17. A local government employer has a duty to provide accurate information concerning a subject of negotiations without unreasonable delay to a bargaining agent when requested to do so. NRS 288.180(2).

18. The City's September 10, 2012 and October 22, 2012 responses to the Association's information requests were accurate and were not unreasonably delayed.

19. The City did not violate NRS 288.180(2).

20. If any of the foregoing conclusions is more appropriately construed as a finding of fact, it may be so construed.

ORDER

Having found that the City of Las Vegas has committed a prohibited labor practice as stated herein, it is hereby ordered that the City of Las Vegas shall refrain from dealing directly with the employees represented by Las Vegas Fire Fighters Local 1285, International Association of Firefighters for the purposes of establishing a gain sharing program or to undermine the role of the Association in bargaining.

It is further ordered that Respondent City of Las Vegas shall post and comply with the notice attached as Appendix A for not less than 30 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall

be taken by Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

It is further ordered that each party shall bear its own costs incurred herein.

DATED this 21st day of May, 2013.

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

BY: _____

SEATON J. CURRAN, ESQ, Chairman

BY: _____

PHILIP E. LARSON, Vice-Chairman

BY: _____

SANDRA MASTERS, Board Member

STATE OF NEVADA

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT

RELATIONS BOARD

LAS VEGAS FIRE FIGHTERS LOCAL 1285, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS Complainant, vs. CITY OF LAS VEGAS, NEVADA Respondents,	CASE NO. A1-046074 **NOTICE OF ENTRY OF ORDER**

To: Las Vegas Fire Fighters Local 1285, International Association of Fire Fighters and their attorney Sandra G. Lawrence, Esq.

To: City of Las Vegas and their attorney Anthony B. Golden, Esq.

PLEASE TAKE NOTICE that an ORDER was entered in the above-entitled matter on May 21, 2013.

A copy of said order is attached hereto.

DATED this 21st day of May, 2013.

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

BY _____
JOYCE A. HOLTZ, Executive Assistant

CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Local Government Employee-Management Relations Board, and that on the 21st day of May, 2013, I served a copy of the foregoing ORDER by mailing a copy thereof, postage prepaid to:

Sandra G. Lawrence, Esq.
Dyer, Lawrence, Penrose, Flaherty, Donaldson, & Prunty
2805 Mountain Street
Carson City, NV 89703

Anthony B. Golden, Esq.,
Fisher & Phillips LLP
3800 Howard Hughes Pkwy #950
Las Vegas, NV 89169

JOYCE HOLTZ, Executive Assistant

DEPARTMENT OF BUSINESS AND INDUSTRY
EMPLOYEE-MANAGEMENT RELATIONS BOARD
2501 E. Sahara Avenue, Suite 203
Las Vegas, NV 89104
(702) 486-4504 Fax (702) 486-4355
emrb.state.nv.us

(Attachment A)

Notice to Employees

Posted By Order of the Local Government Employee-Management Relations Board

An Agency of the State of Nevada

The Local Government Employee-Management Relations Board has found that we violated State labor law and has ordered us to post and obey this notice.

NEVADA LAW GIVES YOU THE RIGHT TO:

Form, join, or assist an employee organization;
Choose representatives to bargain with us on your behalf; and
Choose not to engage in any of these protected activities.

WE WILL NOT do anything that interferes with these rights. Specifically:

WE WILL NOT refuse to bargain in good faith with the Las Vegas Fire Fighters, Local 1285-International Association of Fire Fighters by dealing directly with employees about salary or wage rates or other forms of direct monetary compensation;

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by the Local Government Employee-Management Relations Act.

CITY OF LAS VEGAS

Dated_____

By_____
(Representative)

_____
(Title)

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 30 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE COMMISSIONER OF THE EMRB: (702) 486-4504.

The Local Government Employee-Management Relations Board is a state agency created to administer the Local Government Employee-Management Relations Act. It conducts elections to determine union representation and it conducts hearings on prohibited labor practices by employers and unions. You may obtain information from the Board's website: http://emrb.state.nv.us/