ORDER SUMMARIES

Item #1 **Case No. (none), Laborers' International Union of North America, Local Union No.169-For Reginald D.J. Becker vs. Washoe Medical Center (1970).**

Employee discharged for violating hospital's rule against soliciting on the premises during working hours, by soliciting membership in the Union; also, charged with several other infractions. NRS 288.150 (2) gives the employer the right to discharge an employee for any reason, or for no specified reason at all, except discrimination on account of membership or non-membership in an employee organization or protected activity. The fact that an employee cannot be discharged for labor union activity does not give him a protective shield against being discharged for any other reason, even if it is in some way connected with his union activity. It has been held in many cases that an employer is not guilty of "discrimination" or "unfair labor practice" if he enforces a rule prohibiting "union activity" on his premises during working hours.

It was not a violation of the statute for the management to call a meeting of its employees before the election to endeavor to discourage the selection of the union as its bargaining agent, or to prepare and distribute the circular entitled "Think About It." Just as a union has the right to contact employees, at a proper time and place, to persuade them to join the union, an employer has the right to impart to the employees his view as to the advantages or disadvantages of joining the union. He cannot, of course, promise any reward for not joining, or any penalty for joining.

Item #2 **Case No. (none), American Federation of Teachers Pen, Local 1800 vs. Clark County School District and CCCTA (10/30/70).**

Complainant organization removed, by District, from list of organizations which are provided payroll deduction privileges, et. al., account CCCTA recognized as exclusive representative of all certified employees of the District. Board concluded that under the guise of an employee aggrieved pursuant to provisions of NRS 288.140 an employee organization (Complainant) was seeking recognition and the benefits of a contract negotiated by the recognized exclusive bargaining agent. "This is precisely what the Dodge Act was designed to prevent." Citing NLRB vs. Jones & Laughlin Steel Corp., 301 U.S. 1, 44 (1937) which established that a private employer may grant to a labor organization, which has been elected the collective bargaining representative, certain exclusive contract rights. The employer has an obligation to treat with this representative exclusively and has a negative duty to treat with no other. (See rationale for Decision, comprehensively set forth on pages 3 and 4 thereof). [This is the so-called "Pen Decision"].

Item #3 **Case No. (none), Washoe County School District vs. Washoe County Teachers Association (10/9/71). (Upheld by Supreme Court - See Item #29).**

Board held following subjects are significantly related to wages, hours and working conditions, and therefore negotiable:

Professional Improvement, except in relation to the determination of the quality of education.

Teacher Employment and Assignment.
Vacancies and Promotions.
Student Discipline.
School Calendar (In making this determination, the Board recognizes that member of the community, other than teachers and the School District, including parents, business community, the State University system, students themselves, and other public service agencies have an interest in the matter of a school calendar.)
Positions in Night School, Summer School and under Federal Programs.
Teacher Performance.
Differentiated Staffing.
Teacher Files.
Voluntary Change of Assignment.
Teacher Load, except for emergencies.
Instructional Supplies.
Information.

Board held that Special Student Program was not negotiable.

Item #4 **Case No. (none), I.A.F.F., Local 731 vs. City of Reno (3/6/72).**

Board held that fire fighters have a community of interest and should be recognized as a separate bargaining unit pursuant to NRS 288.170. [See Decision for Board's rationale, set forth comprehensively on Pages 1, 2, and 3 thereof.] Board also held that supervisory personnel, except for the chief and assistant chief, should be in a separate bargaining unit, and the fire clerk is a confidential employee. Also, "community of interest" defined. [Partially reversed by Item #185].

Item #5 **Case No. (none), Clark County Teachers Association vs. Clark County School District (3/22/72). [Upheld by Supreme Court - See Item #29].**

Board held that the matter of preparation time is a negotiable issue within the provisions of NRS 288.150, subsections 1 and 2.

Item #6 **Case No. (none), Reno Police Protective Association vs. City of Reno (3/30/72).**

Board held that legislature's specific direction for separation of law enforcement from other local government employee organizations requires a strict interpretation to meet spirit and intent of NRS 288.140 (3) and anyone who represents law enforcement employees in negotiation or grievance determinations must be law enforcement officers.

Item #7 **Case No. (none), <u>Operating Engineers, Local No. 3 vs. City of Reno (5/17/72)</u>.**

NRS 288 does not permit an employer to "recognize" a minority employee organization for purposes other than negotiation such as grievance processing and payroll deduction for union dues. Legislature did not intend that a minority union would be recognized to handle grievances.

Item #8 **Case No. (none), <u>Las Vegas Federation of Teachers, Local 2170 vs. Clark County School District and Clark County Classroom Teachers Association (6/9/72)</u>. [See Re-Hearing, Item #13].**

Complainant objects to relationship of CCCTA to the state-level affiliate, NSEA, and national affiliate, NEA. NSEA and NEA allow supervisory personnel who have authority to direct members of bargaining units to be members, which could result in members of CCCTA being dominated contrary to NRS 288. Asked that recognition be withdrawn from CCCTA and awarded to AFT local.

CCCTA contracted with District to make payroll deductions for three affiliated organizations; i.e., CCCTA, NSEA and NEA. Board confirmed "Pen Decision" (Item #2) allowed CCCTA to contract with District for payroll deductions for itself and its affiliates. Also, held no domination in violation of NRS 288 and CCCTA is the recognized employee organization and is supported by a majority of the employees in the bargaining unit. However, found that CCCTA's requirement that all members must join NSEA and NEA to be a direct violation of NRS 288.270 (2) (a); such is in effect coercing membership in a separate autonomous organization. [Reversed in part; See Item #13].

Item #9 **Case No. 72-2, <u>American Federation of State, County and Municipal Employees (AFSCME) vs. City of Las Vegas (7/31/72)</u>.**

Complaint requested that AFSCME be recognized as sole collective bargaining agent for blue collar workers of City or in the alternative that election be held to determine whether AFSCME or City Employees Association (CEA) should serve as collective bargaining agent for such employees. City had previously recognized CEA as exclusive bargaining agent for non-uniformed employees.

AFSCME failed to establish that CEA does not represent majority of employees. Also, failed to demonstrate that a distinct unit of "blue collar" workers exists among the non-uniformed employees. Board stated: "In labor relations within the public sector, particularly where a non-strike clause prevails, large units more effectively serve the interests of the employees and therefore, clear and convincing evidence is necessary to persuade the Board to 'carve out' smaller units from a large one."

Item #10 **Case No. 1, Plumbers and Pipefitters Local 525 vs. Las Vegas Valley Water District (8/11/72).**

Based on fact Organization presented to employer copies of its bylaws and constitution, a current roster of officers and Certification of Amendment to bylaws which constitutes a sufficient no-strike pledge, the Board ordered employer to recognize the Organization.

Item #11 **Case No. (none), Plumbers and Pipefitters Local 525 vs. Las Vegas Valley Water District (12/18/72).**

Organization asked for recognition of a unit consisting of persons who primarily work with pipe installation and repair maintenance, who are allegedly a special, separate craft from the other field employees.

Board held that members of the proposed unit were not clearly shown to have been apprenticed and trained to industry standards, neither were they shown to be working with apprentices or helpers, characteristic of skilled journeymen. Accordingly, the employees in question are not a distinct, homogeneous group of journeymen craftsmen that could not be adequately represented in the broader bargaining unit as determined by the employer. All field employees including the employees in question, have a broad community of interest, and the distribution servicemen and working foremen involved here do not share a sufficient distinct "community of interest" to warrant their designation as a separate, exclusive negotiating unit.

Item #12 **Case No. 102472, Washoe County Teachers Association vs. Washoe County School District (2/1/73).**

Employer unilaterally redefined bargaining unit by recognizing Nurses Association as exclusive bargaining agent for school nurses despite negotiated contract which clearly provided that the recognized unit included all certified staff members on the teachers' salary schedule, and the school nurses were included on said salary schedule. Board held this was a violation of NRS 288.170 (2) and NRS 288.270 (1).

Item #12A **Case No. 102472-A, Washoe County Teachers Association vs. Washoe County School District (3/26/74).**

The Board held that the following subjects are mandatory bargaining subjects: Employment of non-teaching aides and preparation for and holding of parent-teacher conferences which may involve time beyond the normally prescribed teaching day. The following subjects were held to be not negotiable: The hiring and assignment of non-teaching personnel; discretionary fund for each full time teacher to purchase instructional materials for use in the classroom which are not otherwise available through the school district; the hiring and assignment of nurses for duties other than teaching; certain aspects of parent-teacher conferences; field trips, as a part of the curriculum, and as a method of instruction, and the logistics of field trips including safety; teacher evaluation of evaluators; the number of school libraries, and the composition of school libraries, and the selection of substitute teachers, the training of substitute teachers, or the hiring of substitute teachers.

Item #13 **Case No. A1-00427, Las Vegas Federation of Teachers, Local 2170, AFT vs. Clark County School District and CCCTA (4/23/74). [Rehearing of Item #18, in part].**

Admitted into evidence were numerous letters from Nevada State Legislator stating that the legislative intent in enacting NRS 288.140 (1) was not to prohibit employee organizations from making membership in state and/or national organizations a condition precedent to membership in the local organization; it was intended to preserve the freedom of the employee to join or refrain from joining any employee organization.

The Board's previous determination in the decision of June 9, 1972, that compulsory membership in NSEA and NEA was in violation of NRS 288.270 (2) (a), is reversed.

Item #14 **Case No. A1-00099, Mineral County Classroom Teachers Association vs. Mineral County School District and Board of Trustees (6/20/74).**

Under NRS 288.150 (2) (c) the determination of when a reduction in force is necessary, the number of individuals whose employment must be terminated and the areas wherein the reductions shall occur are management prerogatives and not the subject of mandatory bargaining.

The order in which personnel within the area or areas shall be discharged and any rights they may possess after discharge with regard to preference in re-employment are conditions of employment and the subject of mandatory negotiation between the parties pursuant to NRS 288.150 (1).

Item #15 **Case No. A1-00234, Dave Leroy Davis vs. Washoe County Fair and Recreation Board (7/12/74).**

Suspicion alone is not enough to conclusively establish that Union activity was the sole reason, or the real reason, for discharge.

Even in a case where the employee has extensively engaged in union activity to the displeasure of the employer and is discharged, the employee has no right to be reinstated if the employer can show the discharge was for any other reason than union membership or activity.

Item #16 **Case No. 18273, Reno Police Protective Association vs. City of Reno (8/16/74).**

Jurisdiction of the Board is limited to those areas delineated in its enabling statute. It possesses only limited and special powers, and in the exercise of those powers its action must comply with the provisions of the statute creating it. It can only exercise such powers as are expressly granted. As an administrative agency the Board has no general or common law powers, but only such powers as have been conferred by law expressly or by implication.

Chapter 288 which created this Board and delineates its powers makes no reference to an executed collective bargaining agreement. From the express grants of jurisdiction to this Board to hear complaints and appeals arising from attempts at recognition and in certain areas of prohibited practice, it must be inferred that the Legislature intended to limit our jurisdiction to these instances. Without an express grant of jurisdiction to this Board to construe the provisions of an existing collective bargaining agreement, no such jurisdiction can be presumed.

Item #17 **Case No. A1-045277, <u>Dr. Ronald Glenn vs. Ormsby County Teachers Association and NSEA (8/16/74)</u>.**

Respondents filed motion to dismiss complaint which alleged respondents failed to negotiate a doctoral salary scale.

Board cited previous decision (Item #13) wherein the Board ruled that the members of the CCCTA were not dominated by the NSEA because of the affiliation between the two entities. Also, the NSEA has never sought or received recognition as the "exclusive representative" of the certified teaching personnel. That part of the motion to dismiss the complaint against NSEA is granted.

That portion of the motion to dismiss the complaint against Ormsby County Teachers Association (on the premise the complaint does not allege facts sufficient to establish jurisdiction of the Board and that relief sought is beyond Board's jurisdiction) is denied pending determination after hearing. [See Item #33].

Item #18 **Case No. A-001673, <u>North Las Vegas Police Officers Association vs. City of North Las Vegas (11/4/74)</u>.**

Complaint filed for removal of reprimand issued president of association; also, removal of general letter from the personnel files of any association member, as a result of open letter to the citizens of North Las Vegas, prepared and signed by the association, expressing concern with problems in and inadequacies of the city's police department.

The Board determined that the conduct of the association's president was not that of an individual employee but rather as spokesman for the association. Also, he did not prepare the letter alone; several members of the association participated in its preparation and were never reprimanded.

The City contended that the president's conduct was in violation of municipal ordinances and department rules. However, no action was taken before the Civil Service Commission or any other forum, and the Board held it was not within its jurisdiction to interpret municipal ordinances or departmental rules.

"The general letter issued to the officers, directors and members of the bargaining committee speaks for itself, concluding with the statement '. . . any future similar conduct by officers, directors, or members of the association will leave no other recourse than to withdraw recognition.' We find the letter to be a continuing threat and impediment to the right of these employees to freely exercise their rights under Chapter 288 of the Nevada Revised Statutes and thus in violation of NRS 288.270 (1)."

Item #19 **Case No. 87304, <u>International Association of Fire Fighters, Local No. 1285 vs. City of Las Vegas (11/4/74)</u>.**

Issues similar to those in Item #4, which was on appeal to Second Judicial District Court.

Held in abeyance pending appellate review of Item #4.

Item #20 **Case No. A1-045276, <u>Carson-Tahoe Hospital Employees Association vs. Carson-Tahoe Hospital (12/6/74)</u>.**

The complaint was dismissed pursuant to stipulation of parties.

Item #21 **Case No. 87304, <u>International Association of Fire Fighters, Local 1285 vs. City of Las Vegas (12/16/74)</u>.**

Complainant requested Board to direct respondent to recognize complainant as the exclusive negotiating representative for a supervisory bargaining unit composed of Battalion Chiefs, Drillmasters, Fire Alarm Superintendents and Fire Equipment Mechanics in the Las Vegas Fire Department, in conformity with the Board's decision in Item #4.

Respondent presented numerous defenses to the appeal, principal among them being that supervisory personnel and the individuals they supervise would in effect be in the same negotiating unit if there were two units (non-supervisory and supervisory) within the same employee organization.

Board held that the statutory language of NRS 288.160 and 288.170 does not foreclose the creation of one or more negotiating units within a single employee organization.

Testimony established that supervisory employees have a community of interest all consider themselves as fire fighters and are viewed in the community as such. All follow a similar career path. All are members of the Complainant organization, desire to remain such and be represented by said organization. Further, Battalion Chief grade personnel are classified as line combat and may participate directly in the hazardous duty of fighting fires.

Board was not persuaded that these individuals are "confidential employees". They may make recommendations to the Fire Chief, but the final decision lies with the Fire Chief. The mere access to confidential information not related to labor relations does not form an adequate basis for determining an employee to be confidential, nor are department or decision heads who handle labor relation matters to the extent that their own area of managerial responsibilities are affected rather than on a company-wide basis deemed confidential. The essence of confidential status is the relationship of the employee to labor relations decisions of management.

In the instant case the Board could not find the employees in question to be confidential. Their relationship to management decisions affecting employee relations is so tangential that they cannot be deemed "confidential employees" in "privy" with such decisions.

Item #22 **Case No. A1-045274, Ormsby County Teachers Association vs. Carson City School District (12/16/74).**

Ordered that, pursuant to agreement of parties, matter be submitted on the written record.

Item #23 **Case No. A1-045274, Ormsby County Teachers Association vs. Carson City School District (2/10/75).**

Regarding conflict between the provisions of NRS 391.180 (5) and NRS 288.150, the Board held: "Under either the 'later enactment' test or the 'general vs. specific' test, we are constrained to conclude that the determination of what types of leave are necessary or desirable is vested in the board of trustees of the Carson City School District and is not the subject of mandatory negotiation between the parties."

Item #24 **Case No. A1-045271, Public Employees Joint Labor Relations Committee vs. Boulder City (2/10/75).**

Complaint withdrawn and dismissed.

Item #25 **Case No. A1-045275, Las Vegas Police Protective Association vs. City of Las Vegas (2/10/75).**

Complaint withdrawn and case dismissed.

Item #26 **Case No. A1-00033, Hospital and Service Employees Union, Local 399 vs. Southern Nevada Memorial Hospital (2/10/75).**

Complaint withdrawn and case dismissed.

Item #27 **Case No. 008692, Nevada Federated Fire Fighters of International Association of Firefighters vs. County of Clark (2/10/75).**

Respondent's motion to dismiss held in abeyance until submission of the matter after hearing. Respondent ordered to file its answer.

Item #28 **Case No. A1-045273, Ormsby County Teachers Association vs. Carson City School District (2/10/75).**

Holding of in-service sessions to discuss wages, hours and conditions of employment during the course of negotiations without presenting the material to the negotiating committee is unfair labor practice.

Item #29 **Case Nos. A1-00011, A1-00012, and A1-00845, Clark County Classroom Teachers Association vs. Clark County School District (2/18/75).**

Board held that following were subjects of mandatory bargaining:

Class Size
Teacher Load
Student Discipline
Posting of Vacancies
Student Placement
Assignment of Teachers to Curriculum Committee and Determination of Compensation for Committee Work.
Maintenance of Standards

The Board also held there is nothing to foreclose negotiation of the utilization of money designated for instructional equipment allocation and library allocation, however, the establishment of budgetary formulas for instructional equipment allocation and library allocation are management prerogatives.

Item #30 **Case No. A1-045281, Douglas County Professional Education Association vs. Douglas County School District (3/10/75).**

In the absence of notification pursuant to NRS 288.180 that complainant desired to negotiate on monetary matters, respondents need not formally negotiate on any matter which requires the budgeting of money.

Item #31 **Case No. A1-045280, Clark County Classroom Teachers Association vs. Clark County School District (3/12/75).**

Upon consideration of respondent's motion to dismiss, Board ordered that motion be held in abeyance pending submission of the matter after hearing.

Item #32 **Case No. A1-045282, Clark County District Health Department Employees Association vs. Clark County District Health Department (4/7/75).**

Dismissed pursuant to stipulation of the parties.

Item #33 **Case No. A1-045277, Dr. Ronald Glenn vs. Ormsby County Teachers Association (4/7/75).**

[Motion to Dismiss denied - See Item #17].

Conduct of respondent's in failing to negotiate a doctoral salary column was not arbitrary, discriminatory or in bad faith and such conduct, therefore, was not an unfair labor practice.

Item #34 **Case No. A-101573, Nevada Federated Fire Fighters of International Association of Fire Fighters, Local 1908 vs. County of Clark (5/5/75).**

Appeared all matters raised had been resolved in view of which complaint dismissed.

Item #35 **Case No. A1-00391, International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators, Local 363 vs. Washoe County Fair and Recreation Board (5/5/75).**

Dismissed account all matters raised in petition have been resolved.

Item #36 **Case No. A1-045288, White Pine Association of Classroom Teachers vs. White Pine County School District (5/30/75).**

The School Board legally and without condition or limitation waived the union's failure to comply with the provisions of NRS 288.180 (1), which required the employee organization to give notice on or before December 1 of its desire to negotiate any subject requiring the budgeting of money.

Board did not find that either party refused to bargain in good faith. Adamant insistence on a bargaining position is not alone sufficient to warrant a finding that a party refused to bargain in good faith. Such a determination must be based on a review of the totality of collective bargaining.

The stipulation of the parties at the hearing and the admissions in the respondents' pre-hearing statement left no justiciable issue as to whether salaries, teacher's hours and notification are negotiable.

Board held that "class size" and "maintenance of standards" are not covered by the collective bargaining agreement and are not expressly delineated as negotiable in NRS 288.150 (2); therefore, they are not mandatory subjects for bargaining.

The "procedures for reduction in work force" are a mandatory subject of negotiation, however, all other determinations with regard to reduction to the work force are expressly designated as management prerogatives under NRS 288.150 (3).

Item #37 **Case No. A1-045278, Ormsby County Teachers Association vs. Carson City School District (6/20/75).**

Dismissed pursuant to stipulation of parties.

Item #38 **Case No. A1-045284, Washoe County Sheriff's Deputies Association vs. County of Washoe (6/20/75).**

Dismissed pursuant to stipulation of parties.

Item #39 **Case No. A1-045285, Carson City Fire Fighters Association vs. Carson City (7/18/75). [Appealed to Supreme Court].**

Factfinder clarified his award to provide that fire fighters were to get across-the-board increases granted other city employees in addition to increases received as a result of upgrading. City granted fire fighters the classification upgrading and cost of living increase but refused to give them 4.1% "parity" increase. City asserted factfinder was without authority to "modify" his award.

Board held there is no provision of Chapter 288 which would indicate that a binding factfinder may not subsequently clarify his award for the parties or a court of law.

The purpose of a factfinding statute is to expeditiously resolve disputes without lengthy litigation and courts generally have recognized that they possess the authority to remit a labor arbitration (factfinding) award to the arbitrator (factfinder) for any necessary clarification, and it was appropriate in the instant case for the court to seek a clarification of the award.

Since the record reflects that all other city employees received the 4.1% increase, it was an across-the-board increase despite its designation as a "parity" increase.

Although the City was within its rights to appeal Judge Gregory's Order, its conduct in delaying implementation of the factfinder's award and forcing the petitioner to sue and petition this Board clearly shows a failure to bargain in good faith throughout the entire bargaining process including factfinding.

Item #40 **Case No. A1-045286, Boulder City Employees Association vs. City of Boulder City (7/18/75).**

Petition for determination that City improperly withdrew its recognition as the exclusive bargaining agent was dismissed when petitioner failed to respond to City's motion to dismiss.

Item #41 **Case No. A1-045289, Allan M. Triner, et. al., vs. Gregory Ogowa, et. al., American Federation of Teachers Local 2170 AFL-CIO, et. al. (7/18/75).**

Complainants sought determination that an election of officers of their local was null and void, that the Board conduct a new election and restrain respondent officers from dispensing any funds or assets pending disposition of the complaint.

The Board dismissed the complaint for the reason that no provision of NRS 288 indicates that the Board possesses the jurisdiction to rule upon the internal functioning of a local government employee organization or to conduct an election of officers for such employee organization.

Item #42 **Case No. A1-045279, City of Sparks vs. International Association of Fire Fighters, Local 1265 and Sparks Police Protective Association (8/19/75).**

The City asserted that implementation of the (merit) pay resolution was a management prerogative and sought a declaratory ruling to that effect.

The Board held that the merit increases that an employee is entitled to receive each year upon the completion of satisfactory service is a form of "direct monetary compensation", an integral part of the salary schedule and a mandatory bargaining subject. The criteria the employer may use in determining whether or not to grant such merit increases are a matter of management prerogative.

Item #43 **Case Nos. 003486 and A1-045270, International Association of Fire Fighters (Local 1908), Nevada Federated Fire Fighters and Garry Hunt vs. County of Clark, Case No. 003486; and International Association of Fire Fighters (Local 1908) vs. Clark County, Case No. A1-045270 (8/19/75). [Complainants' motion for reopening of hearing and Respondents' motion for reconsideration granted - Item #50].**

Respondent contended that Board's decisions in Item #4 and Item #21 must be overruled because of reference in NRS 288.170 to supervisory personnel in "school districts"; said specific reference allegedly exempts from the operation of the statute all other local government employees who possess supervisory status.

Respondent refused to negotiate with battalion chiefs and offered them a $220.00 monthly raise, but took no formal action to terminate the right of the local to act as the exclusive bargaining agent for battalion chiefs.

The Board held that the language of the statute is intended to have general application to all entities, employee organizations and employees who are subject to the Act. Even the language upon which respondent relies supports the conclusion that multiple unit employee organizations are legally permissible. Board held that battalion chiefs are supervisory employees. Board affirmed prior decisions in Item #4 and Item #21.

NRS 288.160 (4) permits an employee organization aggrieved by the withdrawal of recognition to appeal to the board. Respondent foreclosed such an appeal by never formally withdrawing recognition in whole or in part. Instead they contacted the battalion chiefs and offered them a salary and benefit package which can reasonably be inferred to be contingent upon their withdrawing from the local, presented to entice the battalion chiefs to leave the local. There could hardly be a clearer violation of NRS 288.270 (1) (b), (c) and (e).

Board also held that the chief mechanic has the requisite community of interest to be represented by the IAFF, however, the status and community of interest of the chief mechanic is so unique that his inclusion in either the non-supervisory or battalion chiefs unit is not warranted. Therefore, board directed that a separate bargaining unit composed solely of chief mechanic be established.

Item #44 **Case No. A1-045280, Clark County Classroom Teachers Association vs. Clark County School District (8/19/75).**

The Board dismissed complaint involving construction of Teachers Advisory Council provisions of collective bargaining agreement for the reason that legislature did not grant it jurisdiction to construe provisions of the collective bargaining agreement.

Item #45 **Case No. A1-045290, Teamsters Local No. 14 vs. Clark County School District (12/2/75).**

Complaint withdrawn and dismissed.

Item #46 **Case No. A1-045291, Tahoe Douglas Fire Fighters Association vs. Lake Tahoe Fire Protective District (12/2/75).**

The Board granted motion for summary judgment, requiring District to recognize Association.

Item #47 **Case No. A1-045291, Tahoe Douglas Fire Fighters Association vs. Lake Tahoe Fire Protective District (12/2/75).**

Request for stay of Board's decision in Item #46 denied.

Item #48 **Case No. A-008692, International Association of Fire Fighters vs. County of Clark (1/6/76).**

The Board dismissed complaint involving construction of collective bargaining agreement, citing its prior decisions in Item #16 and Item #44.

Item #49 **Case No. A1-045292, Health, Professional and Technical Employees Association, Local 707, SEIU, vs. Southern Nevada Memorial Hospital, et. al. (1/6/76).**

The Board denied the motion to vacate hearing.

Item #50 **Case Nos. 003486 and A1-045270, International Association of Fire Fighters, Local 1908 vs. County of Clark (1/7/76). [2 Cases].**

Regarding Board's decision in Item #43. Board granted complainant's motion to reopen hearing and respondents' motion for reconsideration.

Item #51 **Case No. A1-045293, North Las Vegas Police Officers Association vs. City of North Las Vegas (2/24/76).**

The Board held that although City's withdrawal of recognition was technically correct, such action does not foster the enunciated purposes of the Dodge Act. Basis for withdrawal could have been remedied by a simple written notification from the Association that the individual who sat in on the bargaining session was acting as its representative. Also, Board held that the person making certain comments at a press conference was not acting as representative of the Association.

Item #52 **Case No. A1-045294, Reno Police Protective Association vs. City of Reno (3/11/76).**

The Board held that the City's publication of an advertisement (setting forth the City's costing of the Association's demands) in the Nevada State Journal, to the citizens of the City of Reno, constituted bad faith bargaining.

The Board directed that any future such publications be in conformity with two criteria: first, it must conform to ground rules established for negotiations; second, it must not be misleading.

The Board also held "The establishment of a limitation on action filed under the Chapter is a matter of Legislative concern, not a matter of our interpretation of any given statute. We defer to their authority in this area, and, for lack of statutory limitation on the filing of this action or a clear showing that there was unreasonable delay in filing the complaint, we deny the motion to dismiss . . ."

Item #53 **Case No. A1-045292, Health, Professional and Technical Employees Association, Local 707, SEIU vs. Southern Nevada Memorial Hospital (5/9/76).**

The Employee discharged for several reasons including release of confidential information and failure to follow certain directives.

The Board found that the employee was not discharged because of union activity, citing its previous decisions in Item #1 and Item #15.

Item #54 **Case No. A1-045295, Washoe County Teachers Association vs. Washoe County School District (5/21/76).**

The District refused to negotiate unless sessions were open to the public, pursuant to NRS 386.335. Board held that, pursuant to NRS 288.220 (1), negotiations may be either open or closed, and, in light of the purposes, both expressed and implied, in Chapter 288, negotiating sessions are to be closed unless the parties mutually agree otherwise. Also, the term "meeting" in NRS 386.335 does require that the final consideration, review and ratification of the collective bargaining agreement be open and public.

Item #55 **Case No. A1-045298, White Pine Association of Classroom Teachers vs. White Pine Board of School Trustees (5/21/76).**

Dismissed – Complaint resolved.

Item #56 **Case No. A1-045297, Washoe County Teachers Association vs. Washoe County School District (8/4/76).**

The Board held that the following are subjects of mandatory bargaining:

(1) Joint administration - association committees to review and consider various books and educational resource materials (educational objectives).
(2) Discharge and discipline procedures.
(3) Unsafe and hazardous working conditions (safety and health rules).
(4) Total workdays and holidays (work year).

The Board held that the following are not subjects of mandatory bargaining:

(1) Teacher evaluations.
(2) Student Discipline.
(3) School Calendar.
(4) Involuntary Transfers.
(5) Materials in Individuals Personnel File (personnel files, access).

The Board held that District did not violate 288.270 (1) (e) [see Item #212].

Item #57 **Case No. A1-045300, County of Washoe vs. Washoe County Sheriffs Deputies Association (8/10/76).**

The Board granted motion to dismiss, concluding that the first cause of action was an attempt to re-litigate, upon a different theory and in a different forum, matters previously decided by the Second Judicial District Court.

The County asserted that the District Court was without jurisdiction to hear and determine the matter, as original jurisdiction is vested in this Board. Question before the District Court involved construing contractual provisions, and Board had previously ruled (in Item #16) that it has no jurisdiction to construe the provisions of a collective bargaining agreement.

Item #58 **Case No. A1-045296, IBEW, Local No. 396 vs. City of Boulder City (8/10/76).**

Dismissed pursuant to stipulation of counsel.

Item #59 **Case No. A1-045287, International Association of Fire Fighters, Local No. 1285 vs. City of Las Vegas (9/16/76).**

Dismissed - complaint abandoned.

Item #60 **Case No. A1-045283, Clark County Classroom Teachers Association vs. Clark County School District (9/16/76).**

Dismissed – complaint abandoned.

Item #61 **Case No. A1-045299, Nevada School Employees Association, Chapter 2 vs. Washoe County School District (9/16/76).**

Proceedings terminated by stipulation of parties.

Item #62 **Case No. A1-045302, Clark County Classroom Teachers Association vs. Clark County School District (12/10/76).**

Obligation under the statute does not compel either party to agree to a proposal nor does it require the making of a concession. When the District made a 2.5% salary offer and it was rejected by the Association's membership, this created an impasse. Once an impasse exists, a party is not required to engage in continued fruitless discussions. When the impasse was subsequently broken by a 3.5% salary offer, the Association's membership again rejected it, creating another impasse. The Board found that the series of impasses which occurred in the negotiations subsequent to advisory factfinding were not the result of bad faith bargaining. [See Dissent for definition of "good faith bargaining."]

Item #63 **Case No. A1-045302, Clark County Classroom Teachers Association vs. Clark County School District (1/6/77).**

Petition for rehearing denied.

Item #64 **Case No. A1-045307, Teamsters Local No. 14 vs. City of Las Vegas (3/3/77).**

The Board granted unopposed petition for intervention by Las Vegas City Employees Protective and Benefit Association.

Item #65 **Case No. A1-045306, American Federation of Teachers, Local 2170 vs. CCCTA (3/3/77).**

Dismissed pursuant to request from complainant.

Item #66 **Case No. A1-045305, International Association of Fire Fighters, Local 1265 vs. City of Sparks (3/10/77).**

The President of Association disciplined for stating, as spokesman for Association, that additional firemen might have prevented a severe loss of property in a general alarm fire, which statement was printed in the newspaper.

A large portion of the complaint dealt with proceedings before the Sparks Civil Service Commission. Board held it has no jurisdiction to review or consider any action taken under such rules, except as that action affects a specific provision of 288, citing Item #16.

The Board determined that the question properly before it was whether or not the conduct of the City in suspending complainant violated the complainant's rights under 288.270 (1) (a), (c) and (d). Board found complainant's statements were not those of an individual employee but rather as spokesman for the employee organization, which is protected activity.

Item #67 **Case No. A1-045308, Las Vegas Metropolitan Protective Association Metro, Inc. vs. Las Vegas Metropolitan Police Department (4/1/77).**

The Complaint filed seeking a determination that certain conduct on part of Police Department relative to clothing allowance is in violation of collective bargaining agreement.

The Board dismissed complaint account it has no jurisdiction to construe the provisions of a collective bargaining agreement, citing its decisions in Items #16 and Item #44.

Item #68 **Case No. A1-045301, Humboldt County Employees Association vs. Martin Lawrence, Humboldt County Road Foreman (5/12/77).**

Dismissed - complaint abandoned.

Item #69 **Case No. A1-045304, Nevada Classified Employees Association, Chapter 2 vs. Washoe County School District (5/12/77).**

Dismissed - all matters resolved.

Item #70 **Case No. A1-045303, Clark County School District vs. Clark County Classroom Teachers Association (5/20/77).**

Dismissed pursuant to stipulation of counsel.

Item #71 **Case No. A1-045309, Las Vegas Metropolitan Protective Association Metro, Inc. vs. Las Vegas Metropolitan Police Department (7/14/77).**

The Board ordered that caption of the case be amended to reflect the correct name of the complaining association; i.e., the Las Vegas Police Protective Association Metro, Inc. Motion to dismiss denied.

Item #72 **Case No. A1-045310, Las Vegas Police Protective Association Metro, Inc. vs. Las Vegas Metropolitan Police Department (10/28/77).**

The Employer originally expressly excluded all classifications above Sergeant from bargaining unit. Fact that numerous employees of the excluded classification were members of the Association and received wage increases negotiated for members of the bargaining unit did not make them members of the bargaining unit.

Item #73 **Case No. A1-045307, Teamsters Local No. 14 vs. City of Las Vegas and Las Vegas City Employees Protective and Benefit Association (Intervenor) (11/11/77).**

The Intervenor moved to compel the appellant to submit more timely membership information and Board ordered that the parties orally argue the motion just prior to commencement of the hearing.

Item #74 **Case No. A1-045313, International Association of Fire Fighters, Local 731 vs. City of Reno (1/23/78).**

Dismissed pursuant to stipulation of counsel.

Item #75 **Case No. A1-045309, Las Vegas Police Protective Association Metro, Inc. vs. Las Vegas Metropolitan Police Department (3/6/78).**

The Communications Specialists with the Police Department alleged they were improperly denied the benefits of other commissioned police personnel because they are women. Each was sent to the Police Academy and upon completion each received a commission and a sheriffs identification card. They were called upon on various occasions to appear in uniform and were armed to perform, in addition to their dispatching functions, duties such as working at various sporting events, extradition and transportation of female prisoner.

After merger of the law enforcement agencies, each was issued a new identification card certifying that she was a duly appointed and regularly compensated police officer, empowered to conduct investigations and make arrests. They were treated as police officers for the purpose of early retirement benefits. Subsequently, the Police Department revoked the commissions of the individual complainants and directed that their identification cards be returned to the Department.

The Board found that the complainants were being treated differently because they were women. Ordered Department to return their identification cards and reinstate their commissions.

Item #76 **Case No. A1-045307, Teamsters Local No.14 vs. City of Las Vegas, with Las Vegas City Employees Protective and Benefit Association as Intervenor (3/6/78).**

Teamsters sought recognition of a unit composed of certain blue-collar workers, which were a portion of a wall-to-wall bargaining unit, represented by Intervenor. Board held no basis under 288.160 (3). Interests of employers and employees are best served by establishing large bargaining units rather than a proliferation of smaller units. (See Item #9).

Appellant failed to present clear and convincing evidence that best interests of the employees involved would be served by carving out a blue-collar unit. There is a greater and overriding community of interest among all the non-uniformed employees. No good faith doubt exists that Intervenor is supported by majority, thus no election is warranted. Petition denied. [See Dissent for definition of "community of interest".]

Item #77 **Case No. A1-045318, Lincoln County Employees Association vs. Lincoln County Board of Commissioners (4/3/78).**

Dismissed pursuant to complainant's request.

Item #78 **Case No. A1-045315, City of Reno request for declaratory ruling (4/17/78).**

Dismissed pursuant to stipulation of counsel.

Item #79 **Case No. A1-045311, International Association of Fire Fighters, Local 1908 vs. Clark County (4/17/78).**

Order vacating and resetting hearing at the convenience of the Board, pursuant to stipulation of parties.

Item #80 **Case No. A1-045317, Douglas County School District vs. Douglas County Professional Education Association (4/17/78).**

Dismissed pursuant to unopposed motion.

Item #81 **Case No. A1-045316, Henderson Police Officers Association vs. City of Henderson (5/10/78).**

Dismissed - issue(s) moot pursuant to notification by counsel.

Item #82 **Case No. A1-045312, Retail Clerks Union, Local 1434 vs. Washoe Medical Center (5/10/78).**

Parties met and determined that the bargaining unit should be composed of pharmacists and that an election should be conducted utilizing the NLRB format. Subsequently the employer indicated its desire to have the election determine the majority of persons in the bargaining unit rather than the majority of those voting in the election. The union objected to the employer's definition of majority and suggested that a card check be made to establish that the union represented a majority of employees in the bargaining unit. Subsequently, the employer refused to take delivery of the documents required for recognition, insisting instead that an election be held to determine if a majority of the persons in the bargaining unit (rather than a majority of those voting) supported the union.

The Board ordered that the union submit written documentation for a card check (conducted by a neutral party) and thereby determined that a majority of the pharmacists wanted to be represented by the union. Board then ordered that the union be recognized without an election.

The Board also ordered that the entire cost of the court reporter be paid by the employer. [This was the first time that the Board had awarded costs in a decision.]

Item #83 **Case No. A1-045314, Henderson Police Officers Association vs. City of Henderson (8/9/78).**

Board held that physical agility testing, as a condition of continued employment, is a mandatory subject of negotiation pursuant to NRS 288.150(2)(r).

Item #84 **Case No. A1-045318, Lincoln County Employees Association vs. Lincoln County (9/19/78).**

Counterclaim Dismissed pursuant to request of County.

Item #85 **Case No. A1-045312, Retail Clerks Union, Local 1434 vs. Washoe Medical Center (10/5/78).**

Denied Petition for Rehearing of case decided by Item #82.

Item #86 **Case No. A1-045315, Petition for Declaratory Ruling filed by City of Reno (10/5/78).**

Negotiations by a multi-unit association may be carried on by a single bargaining team representing all units within the organization. However, parties are not foreclosed from agreeing that each bargaining unit within an organization will bargain separately. Makeup of the employees' bargaining team shall be established by the employee organization without interference from the employer. Nothing to foreclose the parties from agreeing to certain guidelines regarding the composition of the bargaining teams. If the parties do not agree upon ratification procedures, they must remain a matter for internal determination by the employee organization. Unless the parties agree otherwise, the means, methods and procedures whereby an employee organization ratifies its collective bargaining agreement with an employer are internal concerns of the organization into which the employer may have no input.

Item #87 **Case No. A1-045319, Carson City Sheriff's Employees Association vs. Sheriff and County of Carson City (10/26/78).**

The Board ordered that, pending final decision, respondents: (1) immediately cease and desist interfering, restraining or coercing employees in the exercise of rights guaranteed under 288; (2) cease and desist interfering in the internal administration of the Association; (3) cease and desist discrimination in regard to any term or condition of employment in an attempt to discourage membership in the Association; (4) cease and desist advising persons holding the rank of Sergeant that they may not belong to the Association; (5) reimburse officer for pay he lost while improperly suspended because of his Association activities; (6) reinstate Sergeant to his prior position, a position from which he was improperly demoted because of his Association activities; (7) pay full cost of the court reporter and (8) post the order for a period of 60 days.

Item #88 **Case No. A1-045319, Carson City Sheriff's Employees Association vs. Sheriff and County of Carson City (2/13/79).**

The Board held that Respondents had committed prohibited practice alluded to (indirectly) in Item #87; i.e., interference, restraint, coercion of employees in the exercise of rights guaranteed under 288; interfering in internal administration of Association; discrimination to discourage membership; advising Sergeants that they may not belong to the Association, etc.

Item #89 **Case No. A1-045319, Carson City Sheriff's Employees Association vs. Sheriff and County of Carson City (5/22/79).**

Respondents refused to negotiate with complainant while complainant had as its representative for negotiations purposes a member of the Teamsters Union, contending that the Association could not select a non-member of the association unless he or she was a licensed attorney in the state of Nevada.

The Board found Respondents were prohibited by 288.270 from interfering in the Association's choice of representative for bargaining purposes. Board also held that 288.195 does not restrict representation for negotiating purposes to attorneys licensed to practice in Nevada.

Item #90 **Case No. A1-045320, I.A.F.F., Local 2139 vs. North Lake Tahoe Fire Protection District (1/18/79).**

Dismissed pursuant to agreement of parties.

Item #91 **Case No. A1-045321, Douglas County School District vs. Douglas County Professional Education Association (7/12/79).**

Dismissed pursuant to agreement of parties.

Item #92 **Case No. A1-045322, Wendy Piccinni vs. The County of White Pine and Sheriff of White Pine County (11/29/79).**

The Complainant was appointed by former sheriff, then married Robert Piccinni who was also employed by Sheriff's Department. Complainant then received a letter from the sheriff-elect indicating she would not be retained when he took office. Complainant contended she was discharged because of her sex, because of personal reasons and because of personal affiliation.

The Board concluded it is a well-established principle of law that a deputy sheriff's term of office is limited to that of the sheriff who appointed him or her. Also, complainant could not have been illegally terminated by the sheriff-elect because she never worked for him.

Item #93 **Case No. A1-045326, Reno Municipal Employees Association vs. City of Reno (1/11/80).**

The Association charged the City with bad faith bargaining alleging, first, that City reneged on an agreement at binding factfinding hearing to eliminate the issue of insurance from further negotiation; second, that City thereafter negotiated on the basis that the Association would have to accept a particular offer or negotiate the following year.

The Board found that ground rules required that tentative agreements be reduced to writing which was not done in this case. Board also found that adamant insistence on a bargaining position is not sufficient to warrant a finding that a party refused to bargain in good faith, citing Item #36 and Item #62. The obligation under the statute does not compel either party to agree to a proposal nor does it require the making of a concession. "No provision of the Dodge Act mandates that the parties must reach agreement."

Item #94 **Case No. A1-045325, North Las Vegas Police Officers Association vs. City of North Las Vegas (2/25/80).**

The City filed motion to dismiss complaint alleging complainant failed to exhaust his administrative and contractual remedies. The Board, in a split decision, denied the motion to dismiss, and held that disciplinary action was taken because of conduct while acting in capacity of president of the employee organization. The Board found that the discipline constituted retaliatory measures in violation of NRS 288.140 (1) and NRS 288.270 (1).

Item #95 **Case No. A1-045324, Clark County Public Employees Association vs. Clark County (2/25/80).**

Dismissed pursuant to stipulation of parties.

Item #96 **Case No. A1-045323, Operating Engineers, Local 501 vs. Las Vegas Convention/ Visitors Authority (5/5/80).**

The Complainant alleged it was aggrieved by Respondent's refusal to grant it recognition and by the bargaining unit determination made by Respondent. Complaint requested recognition as representative for the "skilled workers in the Engineering and Sound Department" at Respondent.

The Board determined that the designation of the bargaining unit must precede the grant of recognition. If an employee organization is aggrieved by the refusal of recognition or by determination of a bargaining unit it may appeal to the Board. The major criterion used in determining the appropriate unit is "community of interest." Also, the best interests of all concerned are best served by establishing large bargaining units of employees rather than a proliferation of smaller units, citing Item #4 and Item #9.

The Board held that the employer has the right to determine the appropriate unit and that a community of interest exists within the wall-to-wall bargaining unit established by the Respondent.

The Board stated in public sector determinations, efficiency of operations and effective dealings must also be considered in conjunction with the analysis of community of interest.

In the instant case, the Board balanced factors such as fragmentation or proliferation of bargaining units with the concomitant problems of whipsawing, leapfrogging and possible deterioration of system wide classification and benefit programs against the inhibition of effective contract negotiations and administration where the unit is too large or too all embracing.

Item #97 **Case No. A1-045330, International Association of Fire Fighters, Local 1607 vs. City of North Las Vegas (5/2/80).**

Dismissed pursuant to Complainant's request.

Item #98 **Case No. A1-045327, International Brotherhood of Teamsters, Local No. 14 vs. City of Boulder City (5/12/80).**

Dismissed - all matters raised in complaint resolved.

Item #99 **Case No. A1-045328, Nevada Classified School Employees Assn, Chapter 4 vs. Carson City School District (5/30/80).**

The District withdrew recognition pursuant to policy it had adopted, which provided that an association must maintain on file with district evidence that a majority of employees in the bargaining unit are members of the association.

District contended Association lacks standing to bring the complaint for partial failure to comply with the Board's annual reporting requirements. The Board held that the Association is an employee organization and has the standing to bring the complaint, whether formally recognized or not, and, since there are no penalties prescribed for failure to comply (or timely comply) with the reporting requirements, no basis for Districts arguments as to lack of standing.

The Board found that the Association did not have majority membership, therefore, the District was entirely justified in withdrawing recognition. There was no evidence that the

District violated the statutory requirement of good faith bargaining or that the District interfered with or attempted to interfere with the Associations representation of the unit.

The District's letter notifying Association that it was unable and unwilling to negotiate (because Association was not supported by a majority) constituted formal notice by the employer of withdrawal of recognition.

Further, the Board found that the District's policy, adopted in accordance with the open meetings law, provided ample notice to the Association of the requirements of the District for maintaining and continuing recognition. Testimony revealed Association was well-aware of the policy. Also, policy was not arbitrary or capricious and does not conflict with 288.

Item #100 **Case No. A1-045331, Reno Police Protective Association vs. City of Reno - with International Association of Fire Fighters, Local 731 as Intervenor (6/13/80).**

The Board ordered that I.A.F.F., Local 31 be permitted to intervene as a complainant pursuant to unopposed petition.

Item #101 **Case No. A1-045331, Reno Police Protective Association and International Association of Fire Fighters, Local 731 (Intervenor) vs. City of Reno (8/28/80).**

The City contended that "discharge and disciplinary procedures" and "grievance and arbitration procedures" are non-negotiable by reason of Nevada Revised Statute and/or City of Reno Charter provisions, specifically those regarding Civil Service; ie., that said provisions of the Charter preempt the areas of discipline and discharge and provide the exclusive grievance procedure for civil service employees who have been demoted, discharged or suspended for more than 3 years. Further, the City maintained that it may not negotiate on these terms since they are fixed by law.

The Board rejected the City's position and held that discharge and disciplinary procedures (as well as grievance and arbitration procedures) are clearly subjects of mandatory bargaining. The Association's charter merely provides one forum wherein an employee may seek review of disciplinary action. An employee may elect to pursue the disciplinary procedures provided by either the contract or the Civil Service Commission.

The Board further held that where an attempt is made through local legislation to preempt NRS 288, the NRS 288 statutory duty to bargain collectively on mandatory bargaining subjects prevails over any conflicting provisions of local legislation.

Item #102 **Case No. A1-045337, V. Arrendondo and Clark County Classroom Teachers Association vs. Clark County School District (8/15/80).**

The Board granted motion for preliminary injunction pending resolution of matter following hearing. Enjoined District from changing assignment of Complainant Arrendondo.

Item #102A **Case No. A1-045337, V. Arrendondo and Clark County Classroom Teachers Association vs. Clark County School District (4/22/81).**

The District notified Complainant Arrendondo by letter that he was being administratively transferred. Board found that the transfer was due to Arrendondo's union activities and for personal reasons due to personality conflicts with school administrators, prohibited practices under NRS 288.270(1)(a), (c), (d) and (f). The attempted transfer not only discriminated against Arrendondo but also was done with the intent to interfere, restrain and coerce the employees in the exercise of rights guaranteed under 288. The attempted transfer had a chilling effect on the members of the Association.

The Board ordered the District to pay costs and attorney's fees.

Item #103 **Case No. A1-045332, City of Sparks vs. International Association of Fire Fighters, Local No. 1265 (9/15/80).**

The City sought an order to compel IAFF to bargain in good faith and to limit the items for negotiations to mandatory bargaining subjects as initially proposed by the parties. Initially, IAFF submitted 12 proposals and the City submitted 6 proposals. No ground rules were adopted. Subsequently, IAFF submitted a revised negotiation package which contained items that had been withdrawn, as well as items that had not been previously submitted.

The Board found no evidence that IAFF bargained in bad faith. The negotiations had become stalled, and the revised proposals put on the table by IAFF were merely an attempt to move the negotiations from dead center. This did not constitute "moving the target" during bargaining as alleged by the City.

The Board also considered the fact that the City had not presented any proposals to move the negotiations off dead center.

The Board concluded that neither party was guilty of bad faith bargaining. Board also declined to issue order limiting negotiation to mandatory bargaining subjects, however, did note that IAFF's proposals regarding "promotional requirements" and "rules and regulations" were not mandatory bargaining subjects. City was required to discuss said items but not to negotiate.

Item #104 **Case No. A1-045333, North Las Vegas Police Officers Association, Local 41 vs. City of North Las Vegas (11/21/80). [See also Item #75].**

Initially, the Association represented all commissioned law officers. Subsequently, during contract negotiations, the City maintained that these female radio dispatchers and/or records clerks could not be members of the bargaining unit. The crux of the City's position was that although the complainants were hired by the City and given commissions as "police officers" they were never officially classified or assigned the duties of a police officer or patrolman.

At the time of hire, each was sworn in as a police officer, issued a police commission, received a police identification card and badge. Each has been called upon to search and book members of prison population and one or more has conducted investigations, interviewed crime victims, attended numerous police academies, received training in all areas of law enforcement, taken examinations for position of detective, is a member of the police shooting team, participated in pursuit of a felon.

The Board held that the three females are commissioned police officers, perform police functions and as such possess the requisite community of interest to be a part of the bargaining unit represented by the Association.

Item #105 **Case No. A1-045336, Nevada Classified School Employees Association, Chapter 1 vs. Clark County School District (11/21/80).**

District's refusal to proceed to arbitration pursuant to an untimely filed grievance did not constitute bad faith bargaining or an unfair labor practice.

Item #106 **Case No. A1-045342, North Lake Tahoe Fire Protection District vs. International Association of Fire Fighters, Local 2139 (1/6/81).**

Dismissed pursuant to agreement of parties.

Item #107 **Case No. A1-045340, Robert H. Bahlman vs. Truckee Meadows Fire Protection District (1/6/81).**

Dismissed - Board lacks jurisdiction account no violation of 288 alleged.

Item #108 **Case No. A1-045341, International Association of Fire Fighters, Local 1607 vs. City of North Las Vegas (1/13/81).**

After reaching impasse, the dispute was submitted to binding arbitration under last-best-offer provisions of 288, pursuant to ground rules. Arbitrator selected the union's package. The City refused to implement the award, alleging NRS 288.215 was unconstitutional. At the hearing the parties stipulated that only legal issues were present and no evidentiary hearing was required.

The Board declined to determine the constitutionality of 288, account lacking authority to do so, but found no basis for concluding that the arbitrator was arbitrary or capacious, or that he exceeded his jurisdiction. The Board found that the City's refusal to implement the Award was, therefore, bad faith bargaining.

Item #109 **Case No. A1-045329, Washoe County School District Nurses Assn. and Nevada Nurses Assn. vs. Washoe County School District (2/11/81).**

The Complainant alleged District committed a prohibited practice when it hired clinical aides to replace nurse who resigned. Also, Complainant sought clarification of the proper bargaining unit, urging that 2 part-time evening nurses be incorporated into the bargaining unit.

The District elected to substitute clinical aides for the departed nurse, on a trial basis. This occurred during collective bargaining for a labor agreement; prior to this year the Association had held only meet and confer sessions with the District. District maintained that this pilot project was instituted to meet the complaints of elementary school principals, to explore possible areas for budgetary cuts and to avoid the termination of a nurse (following the voluntary resignation). Association contended that the District's actions were to harass and discriminate against the nurses in their endeavors to obtain a contract. In particular, the Association alleged that the District Nursing Supervisor threatened the nurses by indicating that they would lose her support if they unionized; that they were unprofessional to negotiate a contract and that she would retaliate.

The Board held that the Association failed to meet its burden of proof, citing Item #1, Item #15 and Item #53. Mere suspicion will not substantiate an unfair labor charge. [See Page 4 for definition of "arbitrary and capricious".] Subject of clinical aides was discussed for some time prior to the decision by the Association to bargain collectively. The nurses' voluntarily resignation provided the District with an opportune time to initiate the program. The Board believed the District's action was consistent with good business judgement. Board held that there was no failure to bargain in good faith, no commission of a prohibited practice and no interference with an employee's right to join and exercise his/her protected rights.

The Board also held that two (2) part-time evening nurses should not be incorporated in the bargaining unit, as they do not share the requisite community of interest with the remainder of the bargaining unit.

Item #110 **Case No. A1-045335, Sparks Police Protective Association vs. City of Sparks (6/11/81).**

Dismissed pursuant to withdrawal of complaint.

Item #111 **Case No. A1-045345, Nevada Classified School Employees Association vs. Clark County School District (2/5/81).**

The Board held that the Petition for Declaratory Ruling was not properly before the Board. The Petition sought an outright determination that certain subjects be deemed negotiable rather than that particular provisions of 288.150 are applicable to or include the subjects at issue. It was also held the subjects of probationary Employment and Performance Evaluation are not included in 288.150 as subjects of mandatory bargaining [see Item #212].

Item #112 **Case No. A1-045343, Nevada Classified School Employees Association, Chapter 1 vs. Clark County School District (3/6/81).**

Dismissed - all matters resolved by agreement of parties.

Item #113 **Case No. A1-045348, International Association of Fire Fighters, Local 2251 vs. City of Carson City (3/27/81).**

Dismissed pursuant to request for withdrawal of complaint.

Item #114 **Case No. A1-045339, Ormsby County Teachers Association vs. Carson City School District (4/22/81).**

The Complainant alleged District attempted to circumvent requirements of 288.150(1) by distributing a document entitled "Response to Allegations From OCTA Negotiation Update", which was allegedly designed to undermine the confidence of the membership in its officers and bargaining representatives and to create dissension within the membership; also, to weaken the Association's bargaining position. The OCTA News Update, published twice monthly, contained information regarding the negotiations which the District characterized as ridicule to non-association members, the District's negotiators and the Administration and allegedly included half-truths, distortions and misinformation. The document published by the District was intended as a response to inform the employees of the facts.

The Board held that, in general, an employer's communication with its employees is an exercise of the constitutional right of free speech. In general, an employer is free to communicate to its employees regarding any general or specific views about unionism so long as such communications do not contain threat of reprisal or promise of benefit. These types of communication do not violate the spirit of 288.150 unless they contain subjects of negotiations not previously presented to union's negotiating representative. The reporting previously presented positions or responses to allegations by opposite party does not in and of itself constitute a violation of good faith bargaining. There was no threat of reprisal or force or promise of benefit in the instant case. Also, the Association failed to meet its burden of proof to establish that the District's response weakened its negotiating position.

Item #115 **Case No. A1-045334, Reno Police Protective Association and Joseph Butterman vs. City of Reno (8/4/81).**

The Complaint alleges that by demoting Complainant Butterman, the City discriminated against him for union activities and by refusing to participate in advisory factfinding the City refused to bargain in good faith.

The City's refusal to participate in advisory factfinding until ordered to do so by Judge was not in any way justifiable and was designed to frustrate and delay the bargaining process. The City's conduct was a violation of the Act and constitutes an unfair labor practice; ie., refusal to bargain in good faith.

The Board unpersuaded that the basis of the disparity of treatment stemmed from Butterman's position as president of the Association or his union activities. The Board found no discrimination which could be considered as a violation of the Act.

Item #116 **Case No. A1-045347, Professional, Clerical and Miscellaneous Employees, Local Union #995 vs. County of Clark (4/28/81).**

Dismissed pursuant to stipulation of Complainant.

Item #117 **Case No. A1-045350, International Association of Fire Fighters, Local 2487 vs. Truckee Meadows Fire Protection District (6/24/81).**

Dismissed (complaint and counterclaim) pursuant to stipulation(s) of parties.

Item #118 **Case No. A1-045339, Ormsby County Teachers Association vs. Carson City School District (6/30/81).**

Denied petition for reconsideration. (See Item #114).

Item #119 **Case No. A1-045337, Valdemar Arredondo and Clark County Classroom Teachers Association vs. Clark County School District (6/30/81).**

Denied petition for rehearing.

Item #120 **Case No. A1-045338, Reno Police Protective Association vs. City of Reno (9/3/81).**

The City asserted as defense that recognition was withdrawn from RPPA and granted to RPSAE because RPSAE had requested recognition and presented documentation of majority status in accordance with NRS 288.160. (At the time of withdrawal, computer information available to City would have shown that a majority of employees in the bargaining units were dues paying members of RPPA. Also, during negotiations of existing agreements the employees were offered opportunity not to be represented by RPPA but rejected that option.)

The Board found that existing labor agreements operate as a bar to any change in recognition during the term of the agreements and adopted the "contract bar" doctrine to recognition considerations in public employment, in accordance with its statutory authority under NRS 288.110 (1). The Board stated: "We hold that given the existence of a labor agreement covering a bargaining unit, an employer should not, and cannot, entertain claims or requests for recognition from another employee organization, except during the 'window period'." Board cited its Decision in Item #99 and Item #76.

The Board also held that assistance and advice given by the City to RPSAE in advance of its request for recognition was a violation of 288.270(1)(b) and (f). [See Dissent.]

Item #121 **Case No. A1-045353, Las Vegas City Employees' Protective and Benefit Association, Inc. vs. The City of Las Vegas (11/12/81).**

Dismissed pursuant to agreement of parties.

Item #122 **Case No. A1-045344, Teamsters, Local 995 vs. Carson City School District (11/12/81).**

Dismissed pursuant to Complainant's request.

Item #123 **Case No. A1-045355, Churchill County Education Association vs. Churchill County School District (12/28/81).**

Dismissed pursuant to resolution of all matters.

Item #124 **Case No. A1-045346, International Brotherhood of Teamsters, et. al., Local 14, vs. County of Clark (2/16/82).**

The Complaint alleged that the County refused to recognize Teamsters as the exclusive bargaining agent for Special Duty Inspectors, laid off certain employee following organizing efforts, thereby interfering, retraining and coercing employees in the exercise of their right to join any employee organization of their choice. Also alleged was that County discriminated in regard to hiring, tenure or condition of employment to discourage membership in Teamsters' union.

The County responded to a request for recognition to the effect that it had already recognized the Public Employees Association as the sole and exclusive bargaining agent for all County Employees (except firemen).

Testimony established that Special Duty Inspectors were individuals who constructed structural inspections for specific construction projects and that they worked on an agreement basis. When a particular project was finished, the individual assigned to the project was out of work until assigned to another project.

The Board was persuaded that Special Duty Inspectors were independent contractors and not regular employees. They did not receive sick leave, annual leave, holiday pay, merit increases or longevity pay. They were hired for specific projects and not guaranteed permanent status.

The Board held Complainant did not meet its burden of proof to demonstrate that County's actions fell into the category of an unfair labor practice. Employer has the power to hire, or not to hire, an employee for any cause, as long as its actions are not discriminatory because of union membership or activities. Suspicion alone is not enough to conclusively establish that union activity was the sole or real reason for discharge. Teamsters failed to produce adequate evidence to substantiate violations of NRS 288.270.

Item #125 **Case No. A1-045358, County of White Pine vs. Stationary Engineers, Local 39 (2/8/82).**

Dismissed pursuant to agreement resolving all matters.

Item #126 **Case No. A1-045349, Stationary Engineers, Local #39, International Union of Operating Engineers vs. Airport Authority of Washoe County (3/30/82).**

The Board enjoined the Airport Authority of Washoe County from continuing negotiations with the Airport Employees Association for a period of three weeks. [See Item #128 and Item #129].

Item #127 **Case No. A1-045356, Clark County Classroom Teachers vs. Clark County School District (4/1/82).**

The Board ordered that the hearing of the case be vacated and reset at the request of the parties. [See Item #131, Case No. A1-045354].

Item #128 **Case No. A1-045349, Stationary Engineers, Local 39 vs. Airport Authority of Washoe County (4/23/82).**

The Board found evidence inconclusive as to prohibited practices, but addressed the issue of withdrawal of recognition.

The Board found a "good faith doubt" as to what employees actually wanted and ordered an election be held to determine whether employees wanted to be represented by the Stationary Engineers, Local 39; the Airport Employees Association or neither.

The parties were ordered to meet with the commissioner of the EMRB to negotiate the election agreement.

The Board ordered that negotiations between the Airport Authority and Airport Employee Association may be resumed but parties were stayed from ratifying any agreement until after the election. [See Item #126, Item #129, and Item #133].

Item #129 **Case No. A1-045349, Stationary Engineers, Local 39 vs. Airport Authority of Washoe County (4/29/82).**

The Board issued an "Amended Order", for the purpose of this particular election, defining simple majority as the most votes cast for one of the choices appearing on the ballot. [See Item #126 and Item #128].

Item #130 **Case No. A1-045351, Clark County Classroom Teachers Association vs. Clark County School District and Claude G. Perkins (4/29/82).**

The Complaint was filed when Respondent Dr. Perkins revoked CCCTA's privilege of using school mail as set forth in the negotiated agreement.

The Board held that resolution of a charge of prohibited practices requiring interpretation of contractual provisions does not deprive the Board of jurisdiction over such matters (see Item

#105) but held that the Board may not construe or interpret contract violations that would not otherwise constitute prohibited practices.

The Board found that the burden of proof was not met for finding of prohibited practice against the District and, since it is outside the Board's jurisdiction to resolve grievance arising under the collective bargaining agreement, dismissed the complaint.

Item #131 **Case No. A1-045354, Clark County Teachers Association vs. Clark County School District (7/12/82).**

The issue of the validity of parity or matching settlement agreements was presented to the Board by motion for partial summary judgment based upon the pleadings on file.

The incident that led to the Complaint being filed occurred when the School District agreed with the employee organization representing classified and administrative bargaining units that if the percentage salary gains granted to teachers exceeded the 24 percent over two years agreed to by their units, that the difference would be matched for their units and salary parity maintained.

An agreement was reached with CCCTA which provided for a 25.49 percent increase for teachers over a two-year period. The parity agreement was implemented and all three units received the 25.49 percent increase.

The Board held that parity or matching agreements are not prohibited by NRS 288.

Item #132 **Case No. A1-045362, International Association of Fire Fighters, Local 1265 vs. City of Sparks (6/28/82).**

Upon request for expedited decision, Board rendered verbal decision, finding actions of IAFF to constitute prohibited practices and ordering IAFF to cease and desist, to resume negotiations, to bargain in good faith and to pay reasonable costs and attorney's fees incurred by the City.

Item #133 **Case No. A1-045349, Stationary Engineers, Local 39 vs. Airport Authority of Washoe County (7/12/82).**

Stationary Engineers (Local 39) notified Airport Authority ("Authority") that it represented majority of employees. Secret ballot election was held and Local 39 was recognized as exclusive bargaining agent for bargaining unit.

The parties then began negotiations. After over 20 negotiating sessions, a contract offer was made, and the employees rejected the proposed contract. The Authority then notified Local 39 that it was withdrawing its recognition, and subsequently recognized Airport Authority Employees Association as bargaining agent.

The Complaint alleged that certain actions of the Authority during the course of negotiations caused Local 39 to lose support of the employees; i.e., being dilatory in its negotiating posture, failing to bargain mandatory subjects, taking unilateral actions during negotiations and assisting and encouraging the decertification of Local 39. Authority denied said allegations and asserted it properly withdrew recognition of Local 39 and Local 39 lack standing to bring the complaint, as it no longer represents a majority of the employees. Complaint also alleges Authority denied certain employees the right of representation. (Authority held termination hearing for employee and allegedly refused said employee the right of representation.)

The Board held that freedom of association is constitutionally protected and right of representation is statutorily guaranteed by the Employee Management Relations Act. In the second instance, the Board held no prohibited practice occurred in that the employee initiated the meeting and its purpose was to be informational, not investigatory or disciplinary in nature.

The Complaint also alleges Authority failed to bargain in good faith by being consistently dilatory throughout the negotiating process; i.e., Local 39 asserted there were unwarranted delays due to late arrivals and early adjournments. The Board found that both parties on various occasions either arrived late for negotiations or left early and found no prohibited practice occurred where both parties were responsible.

The Complaint alleged Authority refused to discuss mandatory bargaining subjects including dues deductions and release time. Board held Complaint failed to carry its burden of proof. Complaint alleged Authority implemented numerous changes to the Personnel Manual and reclassified employees without negotiation. Board held Complainant failed to substantiate said allegations such modifications did not significantly affect the bargaining unit and did not constitute an unfair labor practice. Complaint alleged Authority unilaterally withdrew a benefit, i.e., pay merit increases. Board held it is the duty of the employer to maintain the status quo following expiration of the contract and during negotiation of a successor agreement. However, Board found no prohibited practice occurred as Authority did not intend to commit a prohibited practice.

As concerns the allegation that the Authority engaged in assisting and encouraging the decertification of Local 39, Board held that NRS 288.160(3)(c) allows an employer to withdraw recognition of an employee organization if it ceases to be supported by a majority of the employees in the bargaining unit but is silent as to the procedures to be followed by an employer to verify loss of majority support. The nature of evidence presented during the hearing (12 phone calls and a petition to withdraw recognition) raised doubt as to desires of the employees. Also, evidence and testimony presented during the hearing as to issue of management assistance was conflicting, confusing and insufficient to support allegations.

As to the issue of Complainant's "standing" to bring the complaint before the Board, the Board held that to hold that Local 39 lacks standing to bring complaint alleging prohibited practices on the premise it is no longer recognized as the employee's representative would defeat the purpose of the Act.

Board also mandated that parties resume negotiations and bargain in good faith, but stayed notification of any agreement until after an election is held to determine whether Local 39 or the Airport Employee Association (or neither) represents a majority of the employees. (Simple majority defined as the most votes cast for one of the choices appearing on the ballot.) [For background, see Item #126, Item #128, and Item #129].

Item #134 **Case No. A1-045363, International Association of Fire Fighters, Local 2251 vs. City of Carson (7/9/82).**

Board ordered that the hearing of the case be vacated and reset at the request of the parties. [See Item #142].

Item #135 **Case No. A1-045361, International Association of Fire Fighters, Local 731 vs. City of Reno (8/16/82).**

Order dismissing complaint pursuant to stipulation of parties.

Item #136 **Case No. A1-045362, International Association of Fire Fighters, Local 1265 vs. City of Sparks (8/21/82).**

Complainant alleged City refused to bargain in good faith when it refused to bargain regarding complainant's proposal to expand bargaining unit.

City filed a counterclaim alleging that the union was attempting to coerce the City into bargaining away the rights of unrepresented employees and that the union failed to comply with the recognition procedure under NRS 288.160. Further, the City alleged that the actions of the Union were in violation of NRS 288.033 and constituted prohibited practices under NRS 288.270(2). In 1979, the City unilaterally amended the bargaining unit to exclude Battalion Chiefs, Fire Marshalls and Senior Fire Inspectors. The Union did not at any time request that it be recognized as a representative for said classifications in a separate bargaining unit. In 1982, the Union proposed changing the recognition clause of the agreement to provide that it would be recognized as the exclusive bargaining agent for all employees of the Sparks Fire Department, except the Chief. City refused to continue negotiations until the Union refrained from insisting upon negotiating for classifications it was not recognized to represent. City maintained that the composition of the bargaining unit is not negotiable. Union adamantly insisted upon negotiating its proposal even to the point of impasse.

The Board held that it was not the intent of the Legislature to undermine the employer's prerogative under NRS 288.170 to determine which group or groups of employees constitute an appropriate bargaining unit. In listing "recognition clause" as a mandatory bargaining subject, the Legislature reaffirmed the employee organization's right to represent those employees in the bargaining unit, but NRS 288.170 and NRS 288.150 (a) (j) are two separate and distinct provisions in the statute. Board held that the employer has no duty to bargain with the employee organization as to what classifications of employees will be included in the bargaining unit. For the union to submit a proposal that was an attempt to modify the scope of the existing bargaining unit is improper. Board held that modification of the bargaining unit is not a mandatory bargaining subject, and for the Union to insist on negotiating with regard thereto to mediation and factfinding, concerning a non-mandatory subject of bargaining constitutes bad faith bargaining and a prohibited practice under NRS 288.270(2)(b).

Also, even if the scope of the bargaining unit could be negotiated, it would be improper to place Battalion Chiefs in the existing unit, since they are supervisory employees and cannot be a member of the same bargaining unit as the employees under their direction. (They can be represented by the same organization, but the Battalion Chiefs did not wish to be represented by the Union.) Under the circumstances, Board held that the Union's attempt to negotiate for employees outside the existing bargaining unit (who may not wish to be represented by the union) constitutes a willful interference with and coercion of those employees in the exercise of rights guaranteed under NRS 288, which is a prohibited practice under NRS 288.270 (2) (a). [See Item #132 and Item #137].

Item #137 **Case No. A1-045362, <u>International Association of Fire Fighters, Local 1265 vs. City of Sparks (8/16/82)</u>.**

Board denied motion for preliminary and permanent injunctive relief and motion for expedited hearing, holding that there is adequate remedy under NRS 288.110(3) to enforce Board's prior order in the matter. [See Item #132 and Item #136].

Item #138 **Case No. A1-045370, <u>International Association of Fire Fighters, Local 1265 vs. City of Sparks (8/17/82)</u>.**

Board issued temporary restraining order, enjoining Respondent from further improper actions until Board renders its Decision on Complainant's motion for a Preliminary Injunction. [See Item #143].

Item #139 **Case No. A1-045369, <u>City of Sparks vs. Operating Engineers, Local 3 (9/13/82)</u>.**

Board granted Petitioner's unopposed motion to enjoin factfinding pending final resolution of complaint. [See Item #150].

Item #140 **Case No. A1-045365, <u>County of Washoe vs. Washoe County Employees Association (9/13/82)</u>.**

The Board denied the Motion to Strike the Complaint (or alternatively Paragraphs 2, 3, 4, and 5 of the Complaint) and ordered Complainant to amend the complaint to reflect only those substantive issues which can be timely brought before the Board.

Item #141 **Case No. A1-045366, <u>Classified School Employees Association - Clark County vs. Clark County School District (9/13/82)</u>.**

The Board granted Respondent's Motion to Dismiss as it had previously ruled that performance evaluation is not a mandatory bargaining subject, and resolution of a charge of prohibited practices requiring interpretation of the collective bargaining agreement does not deprive the Board of jurisdiction over such matters.

Item #142 **Case No. A1-045363, International Association of Fire Fighters, Local 2251 vs. City of Carson (10/4/82). [See Item #134].**

Complaint dismissed pursuant to stipulation of parties.

Item #143 **Case No. A1-045370, International Association of Fire Fighters, Local 2251 vs. City of Sparks (10/4/82).**

The Temporary Restraining Order was vacated and the Motion for Preliminary Injunction dismissed pursuant to stipulation of counsel. [See Item #138].

Item #144 **Case No. A1-045359, International Association of Fire Fighters, Local 1285 vs. City of Las Vegas (10/4/82).**

Order vacating hearing and continuing same until date to be determined.

Item #145 **Case No. A1-045367, Tahoe-Douglas Fire Fighters Association, IAFF Local 2241 vs. Tahoe-Douglas Fire Protection District (10/4/82).**

Order dismissing complaint per stipulation of counsel.

Item #146 **Case No. A1-045357, International Association of Fire Fighters, Local 1908 vs. Clark County (10/29/82).**

The Complaint alleged the County refused to negotiate changes in Fire Departments Rules and Regulations in violation of its duty to bargain collectively in good faith under NRS 288.033, which is a prohibited practice pursuant to NRS 288.270(1)(e).

By counterclaim, the County contended that Department rules and regulations are not a mandatory bargaining subject. Further, County contended that Complainant's attempt to renegotiate wages as a condition to obeying the rules, refusing to recognize such rules in disciplinary proceedings, etc., amounted to an interruption of County operations as defined in NRS 288.070 and therefore constituted an illegal strike as defined in NRS 288.230.

The Union also alleged that it had initiated negotiations pursuant to NRS 288.180 and that meetings which followed were negotiating sessions, while the County maintained that the memorandum by which the union allegedly initiated negotiations did not constitute a formal request for negotiations, therefore, technically, negotiations had never commenced. Board's decision was reversed by Judge Breen in the Eight District Court; see Summary Judgment designated as Case A217355, dated August 1, 1983.

Item #147 **Case No. A1-045364, <u>City of Elko vs. International Association of Fire Fighters, Local 2423 (11/9/82)</u>.**

Complaint dismissed pursuant to stipulation of parties.

Item #148 **Case No. A1-045352, <u>Las Vegas Police Protective Association, Metro, Inc., vs. Clark County (11/22/82)</u>.**

The Board held that Probation Officers are not Law Enforcement Officers, petitioner did not comply with procedures established for seeking recognition (petition presented as alleged evidence of majority representation merely indicated employees were interested in learning more about PPA) and Probation Officers do not share a sufficient community of interest with uniformed police officers. Probation Officers have a greater community of interest with the entire bargaining unit of County employees. Board found no basis for withdrawing recognition from PEA as representative of bargaining unit which includes Probation Officers.

Item #149 **Case No. A1-045373, <u>Reno Police Protective Association vs. City of Reno (1/20/83)</u>.**

Complaint dismissed pursuant to stipulation of counsel.

Item #150 **Case Nos. A1-045369 and A1-045371, <u>City of Sparks vs. Operating Engineers Local #3 and Operating Engineers Local #3 vs. City of Sparks and Greg Rivet (2/4/83)</u>.**

Petition and Complaint dismissed pursuant to stipulation of counsel.

Item #151 **Case No. A1-045360, <u>Douglas County Professional Educational Association vs. Douglas County School District (3/8/83)</u>.**

Petition dismissed pursuant to stipulation of counsel.

Item #152 **Case No. A1-045356, <u>Clark County Classroom Teachers Association vs. Clark County School District (3/8/83)</u>.**

Complaint dismissed pursuant to stipulation of counsel.

Item #153 **Case No. A1-045368, <u>Elko Police Department Employees Association vs. City of Elko (4/7/83)</u>.**

Complaint/Petition dismissed pursuant to stipulation of counsel.

Item #154 **Case No. A1-045376, <u>City of North Las Vegas vs. Fire Fighters Union Local #1607 (4/21/83)</u>.**

Motion to Vacate and Reset Date of Hearing granted.

Item #155 **Case No. A1-045376, City of North Las Vegas vs. Fire Fighters Union Local #1607 (6/8/83).**

Complaint dismissed pursuant to stipulation of counsel.

Item #156 **Case No. A1-045375, North Lake Tahoe Fire Protection District vs. International Association of Fire Fighters, Local # 2139 (6/20/83).**

Complaint dismissed pursuant to stipulation of counsel.

Item #157 **Case No. A1-045374, Petition for Declaratory Order filed by City of Henderson, Nevada (1983 - undated).**

The Henderson Police Officers Association appeared before City Council at a public meeting and addressed members of council concerning negotiations between the City and Association. The City requested a declaratory ruling that attendance at or participation in a meeting of elected officials was a breach of ground rules and constituted end-run bargaining and was a prohibited practice under NRS 288.270(2)(b).

The Board held that while end-run bargaining is a prohibited practice, the conduct of the Association did not constitute end-run bargaining and the Association did not violate NRS 288.270(2)(b).

Item #158 **Case No. A1-045372, Petition for Declaratory Ruling filed by City of North Las Vegas (8/15/83).**

Dispute involved whether a layoff or reduction in force is a proper subject of arbitration under the arbitration clause of the collective bargaining agreement.

Board held that an employer has the right to conduct a reduction-in-force (unless the employer chooses to bargain that right away under NRS 288.150 (b)), however, an employer must negotiate reduction-in-force procedures. Also, Board held that under certain circumstances reduction in force may be arbitrable. Board concluded "it is the opinion of the Board that the parties have adequate remedies available under the grievance or arbitration procedures of their contract or in the courts."

Item #159 **Case No. A1-045365, County of Washoe vs. Washoe County Employees Association (3/8/84).**

The complaint of prohibited practices against association dismissed. Found that while the decision to subcontract is a management prerogative, and as such is not negotiable, the impact of the decision to subcontract is negotiable, inasmuch as the impact and effect of the decision to subcontract essentially includes various terms and conditions of employment which are expressly and specifically declared to be mandatory bargaining subjects under NRS 288.150(2).

The Board held that NRS 288.150(2) should be interpreted or constructed broadly rather than narrowly, and under a board construction when the subject matter involved is directly and significantly related to any one of the subjects enumerated in NRS 288.150 (2) (a) through (t) it is mandatorily negotiable.

The totality and quality of the bargaining on both procedural and substantive issues evidenced good faith and legitimate dispute (also parties were able to reach agreement on other issues); therefore, there was no failure to bargain in good faith.

Item #160 **Case No. A1-045377, International Association of Fire Fighters, Local 2423 vs. City of Elko (3/19/84).**

The City attempted to convert its fire department to either a volunteer system or one which would be subcontracted to a private fire protection service.

The Board held that although the decision to subcontract is a management prerogative, the impact and effect of subcontracting is subject of mandatory bargaining.

The Board also cited University of Nevada vs. State Employees Association, Inc., 90 Nev. 106, 520 P.2d 602 (1974) where the Supreme Court held that Civil Service positions cannot be subcontracted by the appointing authority unless it acts in good faith to effect a real, rather than a sham, reorganization. Further, the reasons must be substantial rather than arbitrary and capricious.

The Board concluded that a reduction in the work force because of a lack of funds or lack of work is not a subject of mandatory bargaining but is subject to the procedural negotiation requirements of NRS 288.150(2)(t).

The Board ordered the City to comply with the terms of the collective bargaining agreement and negotiate in good faith, particularly with respect to the impact and effect of the proposal subcontracting.

Item #161 **Case No. A1-045379, Clark County Classroom Teachers Association (12/13/83).**

Dismissed pursuant to stipulation.

Item #162 **Case No. A1-045381, Churchill County Education Association vs. Churchill County School District, et al. (12/13/83).**

Dismissed pursuant to stipulation.

Item #163 **Case No. A1-045359, International Association of Fire Fighters vs. City of Las Vegas (2/16/84).**

Dismissed pursuant to stipulation.

Item #164 **Case No. A1-045385, Churchill County School District vs. Nevada Classified School Employees' Association, Chapter 5 (2/9/84).**

The Board ordered the School District to immediately notify its employees that its withdrawal of recognition is not effective and cannot be implemented without the approval of the EMRB. The Board also ordered the School District to file a Petition for a Declaratory Ruling on an expedited basis.

Item #164A **Case No. A1-045385, Churchill County School District vs. Nevada Classified School Employees' Association, Chapter 5 (2/16/84).**

The Board issued an amended order, repeating its order of 2/9/84 (Item #164) and, in addition, stipulating that the Respondent Association will have until March 9, 1984 to respond to the Petition for a Declaratory Ruling, and pre-hearing statement shall be due on or before March 22, 1984.

Item #165 **Case No. A1-045378, Reno Police Protective Association vs. City of Reno (3/9/84).**

Order dismissing complaint pursuant to stipulation of parties.

Item #166 **Case No. A1-045383, Douglas County School District vs. Douglas County Professional Education Association (3/21/84).**

Order dismissing complaint pursuant to stipulation of parties.

Item #167 **Case No. A1-034384, Ormsby County Teachers Association vs. Carson City School District and School District Board of Trustees (3/21/84).**

Order dismissing complaint(s) pursuant to stipulation of parties "subject only to the right or either party to reinstate said Complaint or Counterclaim upon failure of the other party to comply with the terms of the Stipulation."

Item #168 **Case No. A1-045380, Douglas County Professional Education Association vs. Douglas County School District (7/11/84).**

The Board held that pay for unused sick leave does fall within the scope of delineated subjects of mandatory bargaining; i.e., the subject is significantly related to "other forms of direct monetary compensation" and "sick leave." Also, the Board held that the Association's proposal to expand time and modify method for discussion of association business between association representation and members is subject to the requirements of mandatory bargaining, pursuant to the "grandfather" provision of NRS 288.150(7).

Item #169 **Case No. A1-045387, Nevada Classified School Employees Association vs. Churchill County School District (7/15/84).**

Order dismissing complaint pursuant to stipulation of parties.

Item #170 **Case No. A1-045388, <u>White Pine County Association of Classroom Teachers vs. White Pine County School District and Board of School Trustees (8/15/84)</u>.**

Order dismissing complaint pursuant to stipulation of parties.

Item #171 **Case No. A1-045393, <u>Reno Police Supervisory and Administrative Employees Association vs. City of Reno (10/1/84)</u>.**

Order dismissing complaint pursuant to stipulation of parties.

Item #172 **Case No A1-045392, <u>County of Washoe vs. Washoe County Sheriff's Deputies Association (10/9/84)</u>.**

The Board denied the Petition for Declaratory Order, stating it will not deprive any party of its right to engage in the procedures afforded under NRS 288 on the basis that a third party or non-party has failed to comply with the statute. By failing to assert the statute of limitations argument in a timely fashion, Petitioner waived any right it may have had to argue such a claim.

Item #173 **Case No. A1-045386, <u>Reno Firefighters, Local 741, I.A.F.F. vs. City of Reno, et al. (10/15/84)</u>.**

The Board dismissed complaint filed as a result of Respondent refusing to permit Complainant's representative from addressing, talking to or communicating with the Reno City Council in personnel session, on the premise that the evidence was insufficient to conclude that a prohibited practice had occurred.

Item #174 **Case No. A1-045382, <u>Ormsby County Teachers Association vs. Carson City School District (1/28/85) [Dissent]</u>.**

The Board held that Association's proposal to modify the definition of grievance procedure (to include any acts which are contrary to policy, inequitable treatment or contrary to the individual rights or welfare of the teacher) was not related to interpretation or application of the collective bargaining agreement and as such was beyond the scope of mandatory bargaining. The Board held that the Association's proposal for paid leave for job related court appearance was a subject of mandatory bargaining.

The Board held that Association's proposal concerning establishment of a sick leave bond is a subject of mandatory bargaining. [The Board distinguished this decision from their decision in Item #23 due to the amendment of NRS 391.180(5) in 1977].

The Board held that the Association's proposal concerning payment for unused sick leave is a subject of mandatory bargaining, citing its previous decision in Item #168.

Item #175 **Case No. A1-045390, <u>Reno Police Protective Association vs. City of Reno (1/30/85)</u>.**

Complainant alleged that it was agreed by both sides that the statutory deadline for mediation and factfinding would be waived. City refused to participate in the formation of a panel on the premise that the statutory deadlines had not been met. City unilaterally implemented a new insurance plan on behalf of all employees. Complainant requested information as to claims experience but City refused to provide same on the premise that it was unavailable.

Complainant sought and received a temporary restraining order from the Second Judicial District Court requiring the City to participate in factfinding procedures and barring the City from unilaterally implementing changes in health insurance.

The Board found the City's witness less than credible and rejected his representations, observing and quoting the common law maxim, "falsus in uno, falsus in omnibus". Board also found that the City committed prohibited practices when it failed to honor its agreement to waive the statutory deadline and to engage in mediation and factfinding; when it unilaterally implemented change in terms and conditions of employment (health insurance and special pay practice) and when it failed to provide information to Complainant concerning health insurance benefits.

The Board ordered City to rescind any unilateral changes implemented, to participate in factfinding, to provide the information requested and awarded Complainant attorney's fees and costs.

Item #175A **Case No. A1-045390, Reno Police Protective Association vs. City of Reno (10/29/85).**

Order awarding costs and fees to Complainant.

Item #176 **Case No. A1-045394, Churchill County Education Association vs. Churchill County School District (1/31/85).**

Order dismissing complaint pursuant to stipulation of parties.

Item #177 **Case No. A1-045389, City of Las Vegas vs. I.A.F.F., Local 1285 and I.A.F.F., Local 1285 vs. City of Las Vegas (2/5/85).**

Order dismissing complaint pursuant to parties' stipulation to withdraw.

Item #178 **Case No. A1-045399, Clark County Classroom Teachers Association vs. Clark County School District (9/6/85).**

Order dismissing complaint pursuant to stipulation of parties.

Item #179 **Case No. A1-045396, Lyon County Education Association vs. Lyon County School District (10/9/85).**

Order dismissing complaint pursuant to stipulation of parties.

Item #180 **Case No. A1-045398, Reno Administrative and Professional Group vs. City of Reno (10/29/85).**

Order dismissing complaint pursuant to stipulation of parties.

Item #181 **Case No. A1-045401, Storey County Education Association vs. Storey County School District (10/29/85).**

Order dismissing complaint pursuant to stipulation of parties.

Item #182 **Case No. A1-045391, City of Sparks vs. Operating Engineers, Local Union No. 3 (10/31/85).**

Board held that the subject of health care plan administration is a mandatory subject of bargaining under "insurance benefits".

Item #183 **Case No. A1-045395, Airport Authority of Washoe County vs. Airport Authority of Washoe County Firefighters Association (1/13/86).**

Order dismissing complaint/counter complaint pursuant to voluntary withdrawal of complaint/counter complaint.

Item #184 **Case No. A1-045397, Las Vegas Police Protective Association, et al., vs. Las Vegas Metropolitan Police Department, et al. (1/13/86).**

Order dismissing complaint pursuant to stipulation of parties.

Item #185 **Case No. A1-045402, City of Reno vs. Reno Fire Department Administrators' Association, with Reno FireFighters, Local 731, I.A.F.F., intervening (4/17/86).**

The Board held that the positions of Battalion Chief and Fire Marshall in the Reno Fire Department constitute a separate administrative bargaining unit, and RFDAA is entitled to recognition as the exclusive bargaining agent for the administrative bargaining unit of the Reno Fire Department. [Reversed Item #4].

Item #186 **Case No. A1-045410, The Airport Authority of Washoe County vs. County Firefighters Association vs. The Airport Authority of Washoe County (3/10/88).**

Order dismissing complaint pursuant to stipulation of counsel for Complainant.

Item #187 **Case No. A1-045404, Reno Fire Fighters, Local 731, I.A.F.F., et al., vs. City of Reno (10/14/86).**

Order dismissing complaint pursuant to stipulation of parties.

Item #188 **Case No. A1-045414, International Association of Firefighters, Local 1285 vs. City of Las Vegas (9/12/86).**

Order dismissing complaint pursuant to stipulation of parties.

Item #189 **Case No. A1-045413, United Steelworkers of America vs. The William Bee Ririe Hospital (1/12/87).**

The Board ordered representative election be held, pursuant to agreement of parties, and dismissed the Complaint.

Item #190 **Case No. A1-045403, Douglas County Employees' Association vs. County of Douglas (3/24/87).**

Order dismissing complaint pursuant to stipulation of parties.

Item #191 **Case No. A1-045412, Clark County Classroom Teachers Association vs. Clark County School District (4/8/87).**

Order dismissing complaint pursuant to stipulation of parties.

Item #192 **Case No. A1-045415, International Association of Firefighters, Local 1285 vs. City of Las Vegas (1/27/87).**

Order dismissing complaint pursuant to stipulation of parties.

Item #193 **Case No. A1-045419, Debbie Johnston and Clark County Classroom Teachers Association vs. Board of Trustees, Clark County School District and Gary Cameron (6/18/87).**

Order dismissing complaint pursuant to stipulation of parties.

Item #194 **Case No. A1-045406, Clark County Classroom Teachers Association vs. Board of Trustees and Clark County School District (8/31/87).**

Order dismissing complaint pursuant to stipulation of parties.

Item #195 **Case No. A1-045417, Las Vegas City Employee Protective and Benefits Association, Inc. vs. City of Las Vegas (9/10/87).**

Order dismissing complaint pursuant to stipulation of parties.

Item #196 **Case No. A1-045400, Truckee Meadows Fire Protection District vs. International Association of Firefighters, Local 2487 (9/21/87). [Affirmed in part and reversed in part on appeal. See Item #267].**

The Board found that the Association's proposal regarding moving levels on service engines, water tenders (tankers) and brush trucks is significantly related to safety and health and therefore is within the scope of mandatory bargaining pursuant to NRS 288.150 (2)(r) and NRS 288.033(1) [affirmed on appeal].

The Board found that "rules and regulations" in and of themselves do not constitute a mandatory subject of bargaining; however, the Association's proposal encompassed all existing rules and regulations of the employer and would impinge upon subject matters which are reserved to the employer without negotiation by NRS 288.150(3).

The Board found that the Association's proposal regarding prevailing rights is not within the scope of mandatory bargaining in that it impinges upon management prerogatives as set forth in NRS 288.150 (3). However, the issue of prevailing rights is not, per se, barred as it may include negotiable items under NRS 288.150(2) and particularly NRS 288.150(2)(q).

The Board found that the Association's proposed Successor's Clause is a mandatory bargaining subject by virtue of being significantly related to the subjects mentioned in NRS 288.150(2) and particularly in 288.150(2)(q). [Reversed on appeal. See Item #267].

The Board found that the Association did not act in bad faith by bargaining to impasse on the above proposals and that the Association failed to bargain in good faith by introducing new issues before the factfinder.

Item #197 **Case No. A1-045405, Ormsby County Teachers Association vs. Carson City School District (9/21/87).**

Board found that the inclusion of a "drunken teacher association member" question in the District’s written examination of applicants for promotion to an administrative position inherently discouraged union membership and was a prohibited practice under NRS 288.270 (1)(a) and (c).

Item #198 **Case No. A1-045411, Truckee Meadows Fire Protection District vs. International Association of Fire Fighters, Local 2487 (2/19/88).**

Complaint dismissed pursuant to withdrawal.

Item #199 **Case No. A1-045409, Truckee Meadows Fire Protection District vs. International Association of Fire Fighters, Local 2487 (2/22/88).**

Complaint dismissed pursuant to withdrawal.

Item #200 **Case No. A1-045423, Classified School Employee Association vs. Clark County School District (3/10/88).**

Complaint dismissed pursuant to stipulation of parties.

Item #201 **Case No. A1-045421, Nye County Classroom Teachers Association vs. Nye County School District (3/10/88).**

Complaint dismissed pursuant to stipulation of parties.

Item #202 **Case No. A1-045407, Clark County Classroom Teachers Association vs. Clark County School District (3/16/88).**

The Board found that the District's institution of double sessions at schools within the District occurred because of extraordinary circumstances related to asbestos removal and retrofit. The decision was a management prerogative under NRS 288.150(3)(a), (c) and (d), therefore, the District did not engage in a prohibited practice.

Item #203 **Case No. A1-045408, Clark County Classroom Teachers Association vs. Clark County School District (3/16/88).**

The Parties were at odds over the issue of whether CCCTA had a protected right to place identifying stickers or decals on mail boxes provided by School District for daily use by Teachers. Matter had been subject of a grievance which had not been processed through all steps; parties went from second step of arbitration procedure directly to the EMRB.

The Board dismissed and removed the Complaint, finding "Although the board is required, from time to time, to review contractual provisions in resolving an interest arbitration (see Nevada Classified School Employees Association vs. Clark County School District, Case No. A1-045336, Item #105), it will not, in general, conduct grievance arbitration matters for parties under Chapter 288 of the Nevada Revised Statutes.".

Item #204 **Case No. A1-045418, Water Employees Association vs. Las Vegas Valley Water District (3/16/88).**

The District refused to negotiate with WEA's combined negotiating team consisting of members of both a supervisory bargaining unit and a non-supervisory bargaining unit. Water District requested permission from EMRB to withdraw recognition from WEA or, in the alternative, that WEA be ordered the bargain for two collective bargaining agreements, covering the separate bargaining units, with a negotiating team for each bargaining unit that does not include members of the other bargaining unit.

The Board found that an employee association, when negotiating on behalf of two bargaining units, one of which consists of supervisors and the other which does not, may not select members of one such bargaining unit to negotiate on behalf of the other.

The Board found that both the District and WEA refused to bargain in good faith by their unnecessary submission of 34 unresolved disputes to a factfinding panel.

The Board found that WEA committed a prohibited practice when it withdrew all of its proposals for the 1986 supervisory negotiations and refused to continue negotiations except in tandem with the negotiations for the non-supervisory bargaining unit.

The Board found that the patterns or practices of the District in dealing with the supervisory unit constitute a failure to bargain in good faith.

Item #205 **Case No. A1-045426, Clark County Public Employees Association, SEIU Local 1107 vs. University Medical Center (3/16/88).**

Complaint dismissed pursuant to stipulation of parties.

Item #206 **Case No. A1-045418, Water Employees Association vs. Las Vegas Valley Water District (5/11/88).**

Board denied petition for rehearing or in the alternative for reconsideration [See Item #204].

Item #207 **Case No. A1-045420, County of Clark vs. Clark County Fire Fighters Union, Local 1908 (5/10/88).**

Complaint dismissed pursuant to stipulation of parties.

Item #208 **Case No. A1-045424, Elko County Sheriff Employee's Organization, Inc., vs. County of Elko (7/6/88).**

The Board held that female Deputy Sheriffs (each of whom had been appointed, sworn in as a deputy sheriff, issued a formal written appointment as a deputy sheriff, each received a sheriff identification card and each issued a badge labeled "Deputy Sheriff") belong to the same bargaining unit as other sheriffs in the department (even though they had not been required to attend POST or carry firearms). Had they not been sworn in and deputized by the Sheriff, the Board's findings would likely have been significantly different.

Item #209 **Case No. A1-045429, Board of County Commissioners of Lyon County (7/6/88).**

The Board dismissed the petition for declaratory judgement seeking a determination as to whether County could unilaterally grant a pay raise to employees who are eligible for collective bargaining. Stationary Engineer’s Local 39 supported the raise and waived any claim it might have to file a complaint under NRS 288. Accordingly, there was no claim, no controversy and no facts in dispute.

Item #210 **Case No. A1-045428, CCCTA, et al., vs. Clark County School District (7/20/88).**

The Board dismissed the complaint challenging the District's determination as to the composition of its bargaining unit for the administrative employer, inasmuch as the complaint failed to allege facts in violation of NRS 288.170(2), and the action complained of occurred more than six months before the filing of the Complaint; i.e., actually over 19 years before the filing. The Board, therefore, lacked jurisdiction to hear the complaint pursuant to NRS 288.110(4).

Item #211 **Case No. A1-045427, Clark County Public Employees Association, SEIU Local 1107, and Kenneth Allgood vs. University Medical Center (7/20/88).**

Complaint dismissed pursuant to stipulation of parties.

Item #212 **Case No. A1-045416, Pershing County Classroom Teachers Association vs. Pershing County School District (8/2/88).**

Association filed Petition for Declaratory Order seeking a determination that the subject of teacher evaluation is within the scope of mandatory bargaining.

The Board determined that this was a case which must be decided on the issues of law created by the underlying statutes and dispensed with a hearing.

The Board found that due to the legislature's amendment of NRS 391.31963(d), teacher evaluations had been moved into an area significantly and directly related to the subject of "discharge". Accordingly, the Board's holdings in Item #111 and Item # 56 were overturned, and teacher evaluations are now considered a mandatory bargaining subject. [This Decision contains an informative and/or historical dissertation on the definition of "significantly related".] [This Decision was appealed, remanded and reversed (applies to this case alone; see Item #212A.)]

Item #212A **Case No. A1-045416, Pershing County Classroom Teachers Association vs. Pershing County School District (1/20/91).**

Board's Decision in Case A1-045416, Item #212 appealed to the First Judicial Court and Judge order that the matter be remanded to the EMRB, for its reconsideration. Based on the parties' stipulated facts and the Court Order, the Board held that teacher evaluations in this particular case "and in this case alone" were not the subject of mandatory bargaining. Case dismissed.

Item #213 **Case No. A1-045430, CCCTA, et al., vs. Clark County School District (8/25/88).**

Complaint dismissed pursuant to stipulation of parties.

Item #214 **Case No. A1-045432, Nye County Law Enforcement Association vs. Harold A. Davis, Nye County Sheriff (8/25/88).**

Complaint dismissed pursuant to withdrawal.

Item #215 **Case No. A1-045425, Clark County Public Employees Association vs. County of Clark (8/25/88).**

Board held that employer's reasons for disciplining employees were pretextual in nature, and said discipline constituted discrimination "because of political or personal reasons" in violation of NRS 288.270(1)(f).

Item #216 **Case No. A1-045431, The Reno Administrative/Professional Group vs. City of Reno (9/14/88).**

Board denied "Motion for Declaratory Order Without Hearing" because "there are facts in dispute".

Item #216A **Case No. A1-045431, The Reno Administrative/Professional Group vs. City of Reno (11/16/88).**

Complaint dismissed pursuant to stipulation of parties.

Item #217 **Case No. A1-045422, Storey County Education Association vs. Storey County School District (11/28/88).**

The Board found the District's following actions to be prohibited practices: threatening to reduce salaries unless the Association accepted the District's bargaining position; threatening to reduce the number of certificated employees, without economic justification, unless the Association agreed to forego the bargaining process and accept the position of the District; retaliating against the Association (for not accepting the District's bargaining position and foregoing formal negotiations) by laying off an employee; not rehiring Ms. Rebecca Balderson for the Special Coordinator position and subjecting her to harassment and negative comments on her evaluation; reducing the extra contract days of Ms. Christy Strange, intimidating her through negative statements and removing her "country wide" designation; and attempting to coerce and intimidate the Association into refraining from filing grievance. The Board ordered the District to cease and desist; offer to reinstate the teacher who was laid off; reinstate Rebecca Balderson with back pay; reinstate the six additional contract days taken from Christy Strange with back pay and restore her "country wide" status' and pay the Association $3,500.00 as attorney's fees and $868.00 for costs incurred.

Item #218 **Case No. A1-045437, International Association of Firefighters, Local 1285 vs. City of Las Vegas (3/15/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #219 **Case No. A1-045434, Las Vegas Police Protective Association Metro, Inc. vs. City of Las Vegas (3/15/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #220 **Case No. A1-045438, Clark County Public Employees Association vs. Las Vegas Convention and Visitors Authority (3/15/89).**

Complaint dismissed pursuant to withdrawal.

Item #221 **Case No. A1-045433, Classified School Employees Association, et al. vs. Clark County (4/10/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #222 **Case No. A1-045440, Airport Authority of Washoe County vs. Airport Authority of Washoe County Firefighter's Association (6/8/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #223 **Case No. A1-045443, Lander County Board of Commissioners vs. Lander County Law Enforcement Employees Association (6/29/89).**

Petitioner sought a determination by the Board that the Association voluntarily withdrew as exclusive bargaining agent (therefore was not eligible to negotiate monetary issues) when it failed to bargain for a period of eight years prior to filing notice of intent to negotiate, and allegedly no longer represents a majority of the employees in the bargaining unit.

The Board denied the petition, holding that inactive status alone does not constitute withdrawal of recognition, no action had been taken pursuant to NRS 288.160(3) or NAC 288.145 to have the Board grant petitioner permission to withdraw recognition; therefore, the Association has satisfied the statutory requirements to negotiate a labor agreement, including subjects requiring the budgeting of money.

Item #224 **Case No. A1-045436, CCCTA vs. Clark County School District (6/20/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #225 **Case No. A1-045445, Las Vegas Police Protective Association Metro, Inc., vs. City of Las Vegas (6/20/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #226 **Case No. A1-045448, Douglas County Professional Education Association vs. Douglas County School District (7/14/89).**

Complaint dismissed pursuant to settlement.

Item #227 **Case No. A1-045446, White Pine County School District vs. White Pine County Association of Classroom Teachers (7/19/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #228 **Case No. A1-045447, Clark County Public Employees Association vs. University Medical Center of Southern Nevada (8/8/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #229 **Case No. A1-045449, County of Lyon vs. International Union of Operating Engineers, Local No. 39 (10/4/89).**

The County filed Petition for Declaratory Judgement seeking a determination that the following binding awards of a factfinder are unlawful, void and of no effect; the issues were determined to be "final and binding" (mandatory subjects of bargaining) by a panel convened by the Commissioner of the Board: (1) award granting the union exclusive use of a portion of the County's bulletin board; (2) award granting paid release time for union-member employees to conduct union business; (3) award requiring County to credit authorized union leave for merit pay purposes, and basing merit pay on seniority; (4) award of a contract provision providing that the contract "shall continue from year to year" unless modified by agreement; and (5) award of a contract provision exempting informal negotiations from statutory notice requirements.

The Board held that the factfinder's binding awards did not violate the provisions of NRS 288.270; and that there is no conflict between the provisions of NRS 288 and NRS 281.370 (1), which provides that personnel actions are to be based solely on merit and fitness. Board also held that even if a conflict did exist between the two statutes, the text for determining which of two conflicting statutes governs is:

> "Where one statute deals with a subject in general and comprehensive terms, and another deals with another part of the same subject in a more minute and definite way, the special statute, to the extent of any necessary repugnancy, will prevail over the general one."

NRS 288 is a specific and definite enactment. The use of seniority in this case, therefore, was clearly lawful. The Board denied the County's petition and found: "The County's arguments are so numerous, are so bizarre, and are so at odds with the normal construction of the alleged conflicting statutes that any further delays in complying with the binding awards of the arbitrator will undoubtedly be viewed by the Board as an intentional avoidance of the requirement to engage in collective bargaining under NRS Chapter 288, an act which constitutes a prohibited practice pursuant to NRS 288.270 (1) (e)."

Item #230 **Case No. A1-045442, Douglas County Professional Education Association vs. Douglas County School District (9/29/89).**

The Board held that full-time school nurses do share an identifiable community of interest with the classroom teachers, librarians, counselors, psychologists and special education teachers sufficient to warrant their inclusion in the same bargaining unit. Item Nos. 4, 11, 21, 43, 96 and 185 cited. [Discussion regarding "community of interest" valuable.]

Item #231 **Case No. A1-045441, Stationary Engineers, Local 39, vs. County of Lyon (9/29/89).**

Board held that the firing of Frank Kay resulted from personal animus, which is a form of discrimination prohibited by NRS 288.270 (1) (f). [Issues of jurisdiction, burden of proof and due process also addressed.]

Item #232 **Case No. A1-045450, CCCTA vs. Clark County School District and Allen Coles (9/29/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #233 **Case No. A1-045452, CCCTA vs. Clark County School District and Carroll Johnston (9/29/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #234 **Case No. A1-045439, CCCTA and Gary White vs. Clark County School District (9/29/89).**

Complaint dismissed pursuant to stipulation of parties.

Item #235 **Case No. A1-045453, Water Employees Association vs. Las Vegas Valley Water District (9/29/89).**

Complaint dismissed pursuant to withdrawal.

Item #236 **Case No. A1-045444, White Pine Association of Classroom Teachers and Winnifred Cope vs. White Pine County School District and Dean C. Stubbs (1/8/90).**

The Board held that statements made to teacher admonishing her for alleged unprofessional conduct and actions taken against her; the action of posting "circled" letters on the bulletin board; the actions of Mr. Stubbs in assisting teachers to call a special meeting for the purpose of attempting to prevent the union from filing a lawsuit; and the actions of Mr. Stubbs in attending a members only meeting called by the union and video taping that meeting, were prohibited practices.

Item #237 **Case No. A1-045435, <u>CCCTA vs. Clark County School District, Timothy Sands, Jan Bennington, Carolyn Reedom and Arlen Simonson (12/13/89)</u>.**

The Board held that School Principal Timothy Sands' statements made at a meeting of the Teacher Advisory Council (to the effect that it was "unprofessional" for teachers to contact the Association for assistance in resolving problems, and warning members of the Teacher Advisory Council that they would have to "swear" to the events of the meeting) had a chilling effect upon the right of the employees to associate as members of the union, and was conduct which inherently discourages union membership. It is not necessary to show that such acts were "willful" or that the employer "intended" to interfere with employee rights in order to establish that a prohibited practice was committed.

Item #238 **Case No. A1-045456, <u>CCCTA vs. Clark County School District (1/8/90)</u>.**

Complaint dismissed pursuant to stipulation of parties.

Item #239 **Case No. A1-045455, <u>International Association of Fire Fighters, Local 1883, vs. City of Henderson (2/23/90)</u>.**

The Complaint alleges City failed to bargain in good faith when it refused to invalidate the agreement and return to the bargaining table after the Union had discovered that its ratification of the agreement was conducted improperly.

The Board dismissed the Complaint, holding that is has no jurisdiction to rule upon the internal concerns of the organization (such as ratification procedure); there was no interference by the City in the Union's ratification process; the City had no good faith duty to return to the bargaining table after it was notified that the agreement had been ratified by the employees and after the agreement was ratified, the Union was obligated to sign the Agreement.

Item #240 **Case No. A1-045451, <u>International Union of Operating Engineers, Stationary Engineers, Local 39, vs. County of Lyon and Commissioner Ken Harvey (2/23/90)</u>.**

The Board found that Respondent Ken Harvey committed a prohibited practice (interference, coercion, etc.) when he informed employees that they should come to the County Commissioner meeting and inform the County that they no longer wish to be represented by the Union; that Harvey stated they would receive the same monetary raises in salary as were to be given to other County employees in exchange for relinquishing their union representation; that when the employees declined to relinquish their union representation, Harvey threatened to lay off employees as a means of reimbursing the County for its expenses incurred during the negotiations process; that the County's legal representative interviewed Harvey, took statements from him and prepared his response and pre-hearing statement (and represented to the Board that the party on whose behalf such documents were prepared was participating in the hearing without counsel); and that the County knew of Harvey's hostility toward the employees, but placed him on the

County's negotiating team in spite of said knowledge - as a result of which the County also committed a prohibited practice. Additionally, the Board held that Harvey was acting in his official capacity as County Commissioner and chairman of the negotiating team when he committed said prohibited practices.

Item #241 **Case No. A1-045457, Stationary Engineers, Local 39, International Union of Operating Engineers vs. County of Lyon (6/11/90).**

The Board found that the Union's request to FMCS for mediation services met the requirement of NRS 288.190 (1) that "On or after July 1 but before July 5, either party may request a mediator"; that the County's refusal to participate in mediation thereafter was a violation of its duty to bargain in good faith; that the preponderance of the evidence supports the Union's claim that it had a verbal agreement with the County's chief negotiator to use the mediation services of FMCS and to extend the mediation deadline; that the Union's refusal to bargain further after impasse was reached was not a prohibited practice; that a co-mingled bargaining team with members representing different bargaining units is in violation of NRS 288.170; that the County's encouragement of the Union to use a co-mingled bargaining team bars the county from raising the issue as a prohibited practice; that the County's request for an audio tape of the negotiations was a request for reasonable information relevant to negotiations and the union's refusal to furnish same was a prohibited practice; and that the Union's written pledge not to strike met the requirements of NRS 288.160(1)(c).

Item #242 **Case No. A1-045458, Clark County Public Employees Association, SEIU Local 1107 vs. Housing Authority of the City of Las Vegas (4/17/90).**

Complaint dismissed pursuant to stipulation of parties.

Item #243 **Case No. A1-045464, Joseph E. Austin vs. North Las Vegas Police Officers' Association, Local 41 (7/12/90).**

Complaint dismissed pursuant to stipulation of parties.

Item #244 **Case No. A1-045470, Clark County Public Employees Association, SEIU Local 1107 vs. Housing Authority of the City of Las Vegas (5/11/90).**

Complaint dismissed pursuant to stipulation of parties.

Item #245 **Case No. A1-045454, Water Employees Association vs. Las Vegas Valley Water District (6/11/90).**

Complaint dismissed as moot for the reason that in a separate action parties contract negotiations (including this matter) were submitted to a factfinder who ordered the District to reimburse the employees for increased premiums. Board declined to rule on merits of the Complaint.

Item #246 **Case No. A1-045459 and Case No. A1-045460, Teamsters Local No. 533 vs. Humboldt General Hospital (6/11/90).**

The Board found that Humboldt General Hospital is a local government employer under NRS 288.060; that protected union-related activity was a motivating factor in the discipline and discharge of Larry Burg; that it is a prohibited practice for a local government employer willfully to interfere in an employee's right to solicit membership in a union and to be represented in discipline meetings; that the nature and proximity of the discipline administered to Burg had a chilling effect and was inherently destructive of the employees right to organize; that the disciplining of Burg for protected activities was a prohibited practice; that the Respondent (Humboldt General Hospital) shall cease and desist from such practice, reinstate Burg to his former position with back pay and publicly post a copy of this Decision on the employee's bulletin board.

Item #246A **Case No. A1-045459 and Case No. A1-045460, Teamsters Local No. 533 vs. Humboldt General Hospital (7/12/90).**

The Board rejected the arguments presented therein and denied Respondent's petition for rehearing.

Item #247 **Case No. A1-045463, Nye County Law Enforcement Association vs. Nye County and Harold A. Davis, Nye County Sheriff (6/11/90).**

Complaint dismissed pursuant to stipulation of parties.

Item #248 **Case No. A1-045461, Las Vegas Police Protective Association Metro, Inc., vs. City of Las Vegas, Nevada (8/15/90).**

The Board found that the City's unilateral downgrading of the Senior Corrections Officers was not a right reserved to the employer under NRS 288.150(3); that the unilateral change of a mandatory bargaining subject (wage rates or salary), on the premise said downgrade was a "transfer" (it was actually an action to save personnel costs), is a prohibited practice; that the City failed to raise the issue of pay grades during contract negotiations and its unilateral adjustment in pay grades constituted a refusal to bargain in good faith in violation of NRS 288.270(1)(e). Board ordered the City to reinstate the Senior Corrections Officer to the rank and pay grade in effect prior to the unilateral change.

Item #249 **Case No. A1-045465, Washoe County Teachers Association vs. Washoe County School District (7/12/90).**

Complaint dismissed pursuant to stipulation of parties.

Item #250 **Case No. A1-045471, Stationary Engineers, Local 39, vs. The Community Service Agency of Northern Nevada (7/12/90).**

The Board found that Community Service Agency of Northern Nevada is not a local government employer as defined in NRS 288.060 and the Board lacked jurisdiction. Petition dismissed.

Item #251 **Case No. A1-045462, Las Vegas Valley Water District vs. Water Employees Association and Las Vegas Valley Public Employees Association (8/15/90).**

The Board found: That the Petition was filed after the labor contract had expired and did not interrupt the bargaining process; that there was insufficient evidence to establish that the District provided illegal assistance to the Las Vegas Valley Public Employees Association; that the District's clerical employees have a distinct community of interest separate from field employees; that dispatchers have a distinct community of interest with clerical employees; the intent of NAC 288.145 is to restrict the practice of withdrawing recognition of the bargaining agent by employers during negotiation; that the Petition was filed in a proper and timely manner; that NRS 288.110 (1) grants the Board the authority to make rules governing the recognition of employee organizations and the determination of bargaining units; that a petition for a unit determination or unit clarification may be entertained by the Board after the normal course of negotiations; that, pursuant to NRS 288.170 and the words of Senator Dodge, the factors for determining community of interest include wages, hours, benefits, supervisors, qualifications, training and skills, job functions, work site, employee contact, integration of employee functions and history; that NRS 288.170(1) contemplates that clerical employees constitute an appropriate bargaining unit; and that the evidence was insufficient to determine which organization represented the majority of the clerical employees, in view of which the Board ordered that an election be held pursuant to NRS 288.160(4) to determine which organization would be the exclusive bargaining agent.

Item #252 **Case No. A1-045469, International Association of Firefighters, Local 1285, vs. City of Las Vegas (9/14/90).**

Complaint dismissed pursuant to stipulation of parties.

Item #253 **Case No. A1-045472, City of Reno vs. International Association of Firefighters, Local 731 (10/3/90).**

The Complainant filed a Motion to Stay factfinding/arbitration pending the resolution of its complaint alleging that the Union had failed to bargain in good faith. (Union filed counter-complaint on same basis.) [See Item #253A.]

Board found that the City would not be irreparably harmed nor would the Union gain an unfair advantage by allowing the parties to proceed to factfinding. Board denied the motion for a stay and found the question of the Board's authority to issue stay orders to be moot.

Item #253A **Case No. A1-045472, City of Reno vs. International Association of Firefighters, Local 731 (2/8/91).**

The Board found: That the Union and City opened negotiations with an exchange of proposals on 66 items; that the parties agreed to four ground rules, among them a rule allowing each party to take notes but not to tape record the meetings; that the Union summarily rejected the City's proposal on ratification procedures; that the Union refused to designate its representative at the bargaining table; that the Union canceled a negotiating session scheduled for the next day because the City would not provide certain information regarding the cost of its salary proposal; that, at the fourth negotiating session, the Union insisted that a court reporter be present to record the bargaining session as a precondition to any further bargaining, the City objected to a verbatim transcript of the meeting and the meeting ended; that the making of a verbatim record and the taking of notes are distinctly different and that agreements regarding note-taking do not necessarily apply to stenographic reporting; that the presence of a stenographer in negotiations over the objections of one of the parties is disruptive and frustrating to the bargaining process; and that the Union declared impasse and requested factfinding.

The Board concluded: That disputes regarding unilateral implementation of ground rules are matters of good faith bargaining and properly before the Board; that ground rules are not mandatory subjects of bargaining and, therefore, disputes over ground rules are not matters for factfinding pursuant to NRS 288.205; that insistence upon the use of a stenographer to make a verbatim record of bargaining sessions is a violation of the duty to bargain in good faith; that the City did not commit an unfair labor practice when it refused to continue bargaining in the face of the Union's insistence upon the presence of a court reporter; that the Union's refusal to designate representation for bargaining violates the intent of NRS 288.150 (1) and is evidence of failure to bargain in good faith; that the Union's refusal to provide information regarding the cost of its salary proposal is a prohibited practice; that the Union's declaration of impasse and request for factfinding was premature and a violation of its duty to bargain in good faith; and that the totality of the Union's conduct in the negotiations constitutes a prohibited practice.

The Board ordered the Union to cease and desist, return to the bargaining table and negotiate in good faith, post this Decision and Order at City work sites for a period of 60 days and pay costs and attorney's fees in the amount of $500.00.

Item #254 **Case No. A1-045467, Nevada Classified School Employees Association, Chapter 6, vs. Douglas County School District (10/3/90).**

The Board found that the Union notified the District by letter of its desire to represent a bargaining unit consisting solely of bus drivers; that the Union provided a copy of its constitution and bylaws, a list of its officers, a no-strike pledge and a roster of its members; that the competing Union (ESPA) subsequently requested a recognition as the exclusive representative of all classified employees; that the District did not grant recognition to ESPA; that ESPA did not appeal the District's failure to grant it recognition; that there is no bargaining unit of employees with a community of interest with the bus drivers; that the District notified the Union by letter that it had denied recognition because the roster did not qualify as a verified membership list; that the Union appealed for recognition as representative of a bus drivers unit at a public meeting of the School Trustees; that the majority of the bus drivers were members of the Union; that the District informed the Union by letter that it had determined that the most appropriate bargaining unit for the classified school employees was a unit of all classified employees and denied the Union's request for recognition; and that the District never requested a hearing before the Board to challenge the sufficiency of the Union's application for recognition.

The Board concluded: That the bus drivers in Douglas County School District share a community of interest which warrants their designation as an appropriate unit under NRS 288.170(1); that NRS 288.160 contemplates that upon proper filing of an application for recognition by an employee organization representing the majority of members in an appropriate unit, the employer shall recognize the employee organization as the initial exclusive representative of that unit; that the District was required within five days after receipt of the Union's application for recognition to request a hearing before the Board, pursuant to NAC 288.143, if it wished to challenge the sufficiency of the application, and the District failed to do so; that the Union complied with the provisions of NRS 288.160(1) and NRS 288.160(2) in seeking recognition as the exclusive representative of an appropriate bargaining unit of bus drivers and, therefore, must be recognized as the exclusive representative of the bus driver unit.

The Board ordered the District to recognize the Union and publicly post the Decision/Order at the work site of the employees affected for a period of 30 days.

Item #255 **Case No. A1-045468, Clark County Classroom Teachers vs. Clark County School District and Carolyn Reedom (11/12/90).**

Complaint dismissed pursuant to stipulation of parties.

Item #256 **Case No. A1-045477, Terry Jacobson, et al., member of Washoe County Employees Association vs. Washoe County Employees Association (11/30/90).**

Complaint dismissed pursuant to stipulation of parties.

Item #257 **Case No. A1-045466, International Association of Firefighters, Local 731, vs. City of Reno and City of Reno vs. International Association of Firefighters, Local 731 (2/15/91).**

The Board adopted a "Limited Deferral Doctrine" with regards to disputes arising out of labor agreements.

The Board found: That Article 18 of the labor agreement provided that the City has the right to unilaterally adjust health insurance rates if the benefits remain the same; that for the period in question the insurance benefits remained the same; that the City notified the Union that is intended to increase the insurance premium rates; that the Union made no formal proposal to change the insurance benefits; that the Union filed a grievance complaining of the City's proposed unilateral change in insurance premium rates; and that the Union failed to seek final resolution of the grievance through arbitration.

The Board concluded: That Article 18 (d) of the labor agreement establishes a clear and unmistakable waiver of the City's duty to bargain changes in insurance rates, if the benefits were not changed; that the benefits were not changed that without a duty to bargain, the City had no duty to provide information pursuant to NRS 288.180; and that the proper forum for resolution of the dispute is the grievance procedure and, if necessary, arbitration.

The Board dismissed both the Complaint and Counter-Complaint and ordered the Union to pay attorney's fees in the amount of $500.00.

Item #257A **Case No. A1-045466, International Association of Firefighters, Local 731, vs. City of Reno and City of Reno vs. International Association of Firefighters, Local 731 (3/26/91).**

The Board denied City of Reno's petition for clarification or alternatively for rehearing, in view of Union's response to the petition and fact that the Union had filed a petition for judicial review.

Item #258 **Case No. A1-045475, Clark County Classroom Teachers Association and Donald Flagg vs. Clark County School District and Dolores H. Kelly (3/5/91).**

Complaint dismissed pursuant to stipulation of parties.

Item #259 **Case No. A1-045483, Clark County Association of School Administrators vs. Clark County School District (1/15/91).**

Complaint (involving "At-Will" contract) dismissed pursuant to stipulation of parties.

Item #260 **Case No. A1-045484, Clark County Association of School Administrators vs. the Clark County School District (1/15/91).**

Complaint (involving "Confidential Employees") dismissed pursuant to stipulation of parties.

Item #261 **Case No. A1-045473, County of Clark vs. Clark County Public Employees Association/SEIU Local 1107 (2/1/91).**

Complaint dismissed pursuant to stipulation of parties.

Item #262 **Case No. A1-045481, White Pine County Association of Classroom Teachers vs. White Pine County School District, Florindo Mariane and Jim Fisher (2/1/91).**

Complaint dismissed pursuant to stipulation of parties.

Item #263 **Case No. A1-045486, Clark County Public Employees Association/SEIU Local 1107, vs. Las Vegas Convention and Visitors Authority (3/25/91).**

Board granted Complainant's request to withdraw the Complaint.

Item #264 **Case No. A1-045474, Las Vegas Police Protective Association Metro, Inc., vs. City of Las Vegas (5/30/91).**

The Board found that on January 14, 1987, the Board of Civil Service Trustees for the City of Las Vegas approved a "physical fitness examination program", which was implemented in 1988; that, by letter dated July 19, 1988, the parties adopted a so-called "Zipper Clause"; that, on July 6, 1990, well beyond six months from the date of implementation, the instant Complaint was filed, alleging that the "physical fitness examination program", unilaterally implemented by the City, is a subject of mandatory bargaining pursuant to NRS 288.150(2)(I) and/or NRS 288.150(2)(r); and that a local government employer is required by NRS 288.150 to negotiate in good faith concerning mandatory bargaining subjects.

The Board concluded that the City's unilateral implementation of the "physical fitness examination program" in 1988 was proper and provided for in NRS 288.150 (3)(c)(l); that provisions of Article 23-Waiver (the so-called Zipper Clause) of the collective bargaining agreement do not preclude negotiations; that the Complainant was not stopped from bringing the matter to the Board by its alleged failure to raise the issue during negotiations; that the City was not precluded from unilaterally implementing the "physical fitness examination program" by NRS 288.150; that the "physical fitness examination program" established work performance standards which fall within the purview of subject matters which are reserved to the employer, without negotiation, pursuant to NRS 288.150 (3)(c)(l); that the "physical fitness examination program" was established for promotional purposes which do not fall within the scope of mandatory bargaining; that Complainant failed to establish a sufficient relationship between the "physical fitness examination program" and "discharge and disciplinary procedures" to require considering the program as a mandatory bargaining subject; that Complainant failed to establish the existence of a sufficient relationship between the "physical fitness examination program" and "safety" to require considering the program as falling within the purview of mandatory bargaining pursuant to NRS 288.150(3)(c)(l); that under the facts in this case, the Board is not required to find the Decision in Item No. 83 as controlling; and that inasmuch as the Board found the physical fitness examination program is not a subject of mandatory bargaining, all other issues not addressed are moot.

Item #265 **Case No. A1-045482, Mineral County Public Safety Dispatchers Association vs. Mineral County (5/30/91).**

The Board found that the Board of Commissioners of Mineral County determined that the Sheriff's Dispatchers constituted an appropriate bargaining unit and recognized the Mineral County Public Safety Dispatchers Association (MCPSDA) as their exclusive bargaining agent; that upon request of the MCPSDA to negotiate an initial labor agreement, the County commenced to negotiate in good faith (adopting ground rules and scheduling a negotiating session), but subsequently refused to continue said negotiations on the premise that they were barred from doing so by virtue of the fact that the Sheriff's Dispatchers were covered by the collective bargaining agreement between the County and the Mineral County Sheriff's Department Associations; and that the refusal of the County to continue bargaining after it had commenced preliminary negotiations was a prohibited practice as defined by NRS 288.270 (1) (e).

The Board ordered the County to immediately resume negotiations on the initial bargaining agreement and awarded the Complainant costs and attorney's fees in the amount of $1,500.00.

Item #266 **Case No. A1-045476, Classified School Employees Association and Melonie Creechley vs. Clark County School District, et al. (4/17/91).**

Complaint dismissed pursuant to stipulation of parties.

Item #267 **Case No. A1-045488, International Association of Firefighters, Local 2487 vs. Truckee Meadows Fire Protection District (5/30/91).**

During the course of bargaining for the 1989-1991 labor agreement, the Union submitted for negotiation a proposal concerning the effects of successorship; i.e., a proposed "successor clause". Throughout negotiations on the 1989-1991 labor agreement, the District refused to bargain regarding the Union's proposed successor clause on the premise that the subject of successorship is outside the scope of mandatory bargaining. The issue of the Union's proposed successor clause was preserved for presentation to and resolution by the Board.

The Board found that the successor clause proposed for negotiation by the Union was for the purpose of addressing the effects of successorship, in view of which it is a mandatory bargaining subject. The refusal of the District to bargain regarding said proposal was not a failure to bargain in good faith, inasmuch as it was barred on its sincere belief that the issue had not been definitively resolved by the Board's Decision in Item #196. [This Decision was upheld by the Nevada Supreme Court on appeal.]

Item #268 **Case No. A1-045480, Clark County Classroom Teachers Association vs. Clark County School District and Arlen Simpson (4/29/91).**

Complaint dismissed pursuant to stipulation of parties.

Item #269 **Case No. A1-045485, International Brotherhood of Electrical Workers, Local 1245 vs. City of Fallon (7/25/91).**

The City recognized the Union as exclusive bargaining agent for a bargaining unit consisting of its non-professional employees and commenced to negotiate an initial labor agreement. After nearly 1 ½ years following commencement of negotiations, the parties failed to negotiate an initial labor agreement, due to the City's failure to bargain in good faith.

The Board found that the City engaged in prohibited practices by canceling and re-scheduling bargaining sessions on short notice; repudiating agreements negotiated by its chief negotiator; failing to submit counter-proposals on wages and benefits (except for a take-it-or-leave-it proposal to maintain the status quo); attempting to coerce or intimidate a member of the bargaining unit; and generally engaging in conduct to avoid and/or delay its obligation to negotiate in good faith.

The Board ordered the City to immediately resume negotiations on an initial labor agreement. [This Decision was upheld by the District Court on appeal.]

Item #270 **Case No. A1-045478, Clark County Public Employees Association, SEIU Local 1107 vs. Housing Authority of the City of Las Vegas (7/25/91).**

The Board found: That on September 11, 1989, the Authority refused to recognize the Association on the premise that it (the Authority) had assisted in organizing the employees; that on October 10, 1989, the Association filed a complaint with the Board on the premise the Authority's refusal to recognize it constituted a prohibited practice; that on January 31, 1990, the Association, in anticipation of its election as the exclusive bargaining agent, hand-delivered a letter notifying the Authority of its desire to negotiate over monetary matters; that on February 2 and 28, 1990, the Authority decided to unilaterally decrease vacation leave, impose a maximum of 200 hours vacation time, decrease the maximum amount of sick leave accrual, prohibit the cashing in of sick leave at the time of termination, freeze the 401-K plan so no further employee or employer contributions could be made; impose a more burdensome standard for receipt of longevity pay, remove Columbus Day and Good Friday holidays and publish the fact that its employees are "at will" employees; that during the week of March 5, 1990, the employees of the bargaining unit became aware of the aforementioned unilateral changes in benefits; that on March 23, 1990, the parties entered into a Settlement Agreement "to resolve all of their differences and to avoid further investment of time and expense in litigation over the issue of recognition" and/or to dispose of the Complaint filed over the Authority's refusal to recognize it; that on April 20, 1990, the parties entered into another Settlement Agreement, setting forth the ground rules for conducting a representation election; that on April 27, 1990, the Authority decided to unilaterally implement a change in health care coverage by requiring a 100% employee contribution; that the representation election was held on May 7, and the Association was certified as exclusive bargaining agent on May 16, 1990; that on May 22, 1990, the Association again requested bargaining with the Authority; that on June 13, 1990, the Authority recognized the Association as exclusive bargaining agent; that on August 31, 1990, the Association brought the instant Complaint before the Board, alleging that the unilateral change made by the Authority were violations of its duty to bargain in good faith; and that on September 24, 1990, the Authority filed a Counterclaim, alleging that the Association's Complaint was a breach of the March 23, 1990 Settlement Agreement and constituted a refusal to bargain in good faith.

The Board concluded: That the Association's Complaint was filed within six months of the date of the employees first knowledge of the occurrence(s) on which it is based as required by NRS 288.110(4); that the instant Compliant is sufficiently clear and concise to meet the requirements of NAC 288.200; that the instant Complaint is not barred by claim preclusion theories of res judicata, collateral estoppel and splitting a cause of action, and was properly before the Board for consideration on its merits; that the Association did not agree to waive all practices prohibited by NRS 288.270 (1) which may have been committed prior to the March 23, 1990 Settlement Agreement; that the Settlement Agreement of April 20, 1990, did not operate to stay the Authority's duty to bargain following the Board's certification of the Association on May 16, 1990; that the Authority was not obligated to bargain with the Association prior to the Board's certification of May 16, 1990, however, the Association's notice of January 13, 1990 (reiterated by its request of May 22, 1990) obligated the Authority to immediately began collective bargaining including subjects involving the budgeting of money for fiscal 1991, following the Board's certification; that the Association's filing of the instant Complaint constituted neither a breach of the March 23, 1990, Settlement Agreement nor a refusal to bargain in good faith; that the unilateral changes made by the Authority involved mandatory bargaining subjects, by virtue of being specifically set forth in NRS 288.150(2) or being significantly related to the subjects set forth therein; that the Authority was required to maintain the status quo during the course of the Association's organizing effort; and that the unilateral changes implemented by the Authority represent conduct which in its totality constitutes a failure to bargain in good faith and had the same effect as conduct which interferes with the rights of employees to organize and bargain collectively regarding their benefits, etc.

The Board ordered the Authority to immediately restore the status quo ante by retroactively reinstating the employee benefits which it eliminated or reduced and pay the Association $2,500.00 for costs and attorney's fees. [This Decision was upheld by the District Court on appeal.]

Item #271 **Case No. A1-045479, Washoe County Sheriff's Deputies Association, Washoe County District Attorney Investigator's Association, Washoe County Employees Association and International Association of Firefighters, Local 2487 (Intervenor) vs. County of Washoe (7/25/91).**

The Board held: That the instant Complaint was timely filed and is properly before the Board for consideration on its merits under NRS 288.110(4); that the Board's jurisdiction to decide disputes involving subjects of mandatory bargaining has not been preempted by NRS 286 and 287; that the Complainants have the proper standing to bring a complaint before the Board on behalf of current employees involving medical insurance premiums upon their retirement; that the accrual of medical insurance benefits by current employees for payment upon their retirement is a mandatory subject of bargaining; that the Complainants are not estopped from and did not waive their right to contend that medical insurance benefits for current employees, to be paid upon their retirement, is a subject of mandatory bargaining pursuant to NRS 288.150(2)(a) and (e), by their past actions or inactions; and that the County committed a prohibited practice when it unilaterally discontinued the practice or program of paying the medical insurance for current employees upon their retirement, without negotiating said change.

The Board ordered the county to reinstate its program of paying the medical insurance premiums of current employees upon their retirement retroactive to the date of discontinuance.

Item #272 **Case No. A1-045494, Association of Sparks Fire Department Classified Chief Officers vs. City of Sparks (9/27/91).**

Upon receipt of Complainant's application for recognition, the City informed the Association that it would recognize the Association as a bargaining unit of "administrative and supervisory personnel, none of whom are `firemen' as defined in NRS 288.215".

The Board concluded: That for the purpose of NRS 288.205 and/or NRS 288.215, the "fire department chiefs" (Battalion Chiefs, Deputy Chiefs and Chief Training Officers) represented by the Association are considered "firemen", i.e., salaried employees of a fire prevention or suppression unit organized by a political subdivision of the state and whose principal duties are controlling fires; and that the impasse procedures set forth in NRS 288.205 and/or NRS 288.215 are applicable to the parties.

Item #273 **Case No. A1-045497, Esmeralda County Classroom Teachers Association vs. Esmeralda County School District and Harold Tokerud (9/23/91).**

The Board found: That the filing of a grievance under the collective bargaining agreement does not preclude the Board from deciding whether an unfair labor practice was committed, pending resolution of the grievance through arbitration; that due to Ms. Fulgham's union activities and the personal animus against her, the return of her signed contract in an untimely fashion was wrongfully deemed, by the District, to be a rejection of her contract; and that the District discriminated against her for personal reasons and because of her union affiliation.

Item #274 **Case No. A1-045491, Stationary Engineers, Local 39, vs. County of Lander, et al. (9/27/91).**

Complaint dismissed pursuant to withdrawal.

Item #275 **Case No. A1-045499, Clark County Public Employees Association, SEIU Local 1107 vs. County of Clark (9/27/91).**

Complaint dismissed pursuant to withdrawal.

Item #276 Dec. Order **Case No. A1-045498, Consolidated Municipality of Carson City vs. Carson City Employees Association, et al. (3/23/92).**

The Board found: That the Board is vested with the primary authority for defining the terms of NRS 288 and may find it necessary to define the terms of NRS 288 in the light of other existing and potentially conflicting statutory authority; that "Workman's Compensation" is not an "insurance benefit" to be negotiated under NRS 288; that, by definition, "Insurance Benefits" are not the same thing as "Workmen's Compensation: or Industrial Insurance"; that excess insurance benefits above the minimum SIIS levels are subjects of mandatory bargaining; that the decision to become a self-insured employer under NRS 616 is a management prerogative; and that the employer is obligated to discuss its decision to become self-insured with its employees. [See Dissent for a discussion of the law regarding preemption, etc.]

Item #276 Dissent **Case No. A1-045498, Consolidated Municipality of Carson City vs. Carson City Employees Association, et al. (3/23/92).**

Dissenting opinion to Item #276 Declaratory Order.

Item #277 **Case No. A1-045493, Clark County Classroom Teachers Association vs. Clark County School District and Sue Bernheisel (11/15/91).**

The Board found: That Respondent Bernheisel advised Ms. Ray, as a teacher filing a grievance everything she did would have to be documented and written up; that Respondent Bernheisel advised Ms. Ray that responses to record-of-personnel-notification authored by the Union were looked upon negatively by supervisors and administrators who might see her file; that Respondent Bernheisel testified she was shocked and upset when she received notice that Ms. Ray's grievance had been appealed and confronted her with the notice of appeal (referring to same as "blackmail") because she thought the grievance had been settled.

The Board concluded that although it will normally refuse to hear an unfair practice involving a pending grievance, the mere filing of a grievance will not preclude the Board from deciding an unfair practice, particularly where the matter involved an unfair labor practice occurring after the filing of the grievance. The Board also concluded that the District and its agent, Principal Bernheisel, committed an unfair labor practice by interfering, restraining and coercing Ms. Ray in the exercise of protected rights. The Board ordered the Respondents to cease and desist.

Item #278 **Case No. A1-045495, International Association of Firefighters, Local 2487 vs. Truckee Meadows Fire Protection District (10/18/91).**

Complaint dismissed pursuant to stipulation of parties.

Item #279 **Case No. A1-045489, White Pine County Support Staff Organization vs. White Pine County School District (10/30/91).**

Complaint dismissed pursuant to stipulation of parties.

Item #280 **Case No. A1-045490, White Pine County Support Staff Organization and Floyd Ricketts vs. White Pine County School District (10/31/91).**

Complaint dismissed pursuant to stipulation of parties.

Item #281 **Case No. A1-045496, Clark County Public Employees Association, SEIU Local 1107 vs. Clark County (11/21/90).**

Complaint filed on premise that whenever an employer demotes an employee as a form of discipline and there are no positions or vacancies which may be occupied by the demoted employee at the location of the position from which he was demoted, requiring the employee to change his work location, the employer's action is tantamount to transferring the employee as a form of discipline.

There was no evidence that a position or vacancy was available for occupancy by the demoted employee at the location of the position from which he was demoted. For this reason, the Board found that the Complaint failed to state a cause of action under NRS 288, as required by NAC 288.200(c), and that no probable cause existed; in view of which the Complaint was dismissed, mooting the other issues, such as jurisdiction (due to pendency of grievance), whether transferring an employee as a form of discipline is in and/or of itself a prohibited practice, etc.

Item #282 **Case No. A1-045487, Clark County Classroom Teachers Association vs. Clark County School District and Beverly Daly (1/2/92).**

The Board found: That, although the Board under its deferral doctrine will normally refuse to hear a pending grievance involving an unfair labor practice, the mere filing of a grievance will not preclude the Board from going forward with an action, as contemplated by NRS 288.110 (2), particularly where the matter involves an unfair labor practice occurring after the filing of a grievance; that the District, through its agent Principal Daly, committed an unfair labor practice by interfering, restraining and coercing Mrs. Roberts in the exercise of protected rights.

Item #283 **Case No. A1-045497, Esmeralda County Classroom Teachers Association vs. Esmeralda County School District and Harold Tokerud (12/31/91).**

Board denied Motion for Clarification of Decision (Item #273).

Item #284 **Case No. A1-045500, Nevada Classified School Employees Association, Chapter 6 vs. Douglas County School District (1/2/92).**

Complaint dismissed pursuant to withdrawal.

Item #285 **Case No. A1-045504, Storey County Education Association vs. Storey County School District (1/6/92).**

Complaint dismissed pursuant to stipulation of parties.

Item #286 **Case No. A1-045506, Esmeralda County Teachers Association vs. Esmeralda County School District (5/22/92).**

Complaint dismissed pursuant to stipulation of parties.

Item #287 **Case No. A1-045503, Washoe County Teachers Association vs. Washoe County School District and Larry Borino (2/12/92).**

Complaint dismissed pursuant to stipulation of parties.

Item #288 **Case No. A1-045509, Education Support Employees Association vs. Clark County School District (3/11/92).**

The Board cited its "limited deferral doctrine" regarding disputes arising under labor agreements, stated that it will not take jurisdiction of a matter which is clearly a contract grievance ripe for arbitration and remanded the case for resolution by the parties in accordance with the grievance and/or arbitration procedures, without ruling on the merits.

Item #289 **Case No. A1-045511, City of Yerington vs. Yerington Police Officers Association (4/23/92).**

The Board is vested with the primary authority for defining the terms of NRS Chapter 288.

The Board found: That the application for recognition filed by the Association was proper and appropriate; That the Sergeant, Corporal and Patrol persons possess sufficient community of interest to constitute an appropriate bargaining unit; that the City is obligated to recognize the Association as exclusive bargaining agent and that the City is obligated to immediately commence collective bargaining.

Item #290 **Case No. A1-045502, Washoe County Teachers Association vs. Washoe County School District and Andrew Jezycki (4/7/92).**

Complaint dismissed pursuant to stipulation of parties.

Item #291 **Case No. A1-045507, <u>Education Support Employees Association vs. Clark County School District (5/7/92)</u>.**

Complaint dismissed pursuant to stipulation of parties.

Item #292 **Case No. A1-045508, <u>Clark County Classroom Teachers Association vs. Clark County School District (5/22/92)</u>.**

Complaint dismissed pursuant to stipulation of parties.

Item #293 **Case No. A1-045513, <u>Esmeralda County Teachers Association vs. Esmeralda County School District (5/22/92)</u>.**

Complaint dismissed pursuant to withdrawal.

Item #294 **Case No. A1-045515, <u>Clark County Health District vs. Clark County Health District Employees Association (5/22/92)</u>.**

The Board ordered pursuant to letter agreement that the District's recognition of Clark County Health District Employees Association as exclusive bargaining agent for bargaining units consisting of non-supervisory health care employees and supervisory and administrative employees, may be withdrawn and, concurrently therewith, the Clark County Public Employees Association, SEIU Local 1107 may be recognized as the exclusive bargaining agent for said bargaining units.

Item #295 **Case No. A1-045505, <u>Stationary Engineers Local 39 vs. City of Elko, Nevada (8/18/92)</u>.**

The Board found: That on 9/13/91, the Union requested factfinding and on or about 9/30/91 the parties received a list of factfinders from FMCS from which they were to select a factfinder; that on or about 10/1/91, the City's negotiator advised the Union's business representative he was not prepared to strike names at that time; that during a subsequent telecon the parties agreed to select a factfinder when they met on 10/7/91; that on 10/7/91 the parties did not select a factfinder because of the City's negotiator had a plane to catch and said he would call the Union negotiator the following day; that subsequent to 10/7/91, the City's negotiator again advised that he was not prepared to strike names at that time, but that the parties should strike names for the factfinding panel at the same time they struck names for the factfinder; that subsequently, the City's negotiator again advised he was not prepared to strike names, but that the parties could strike names at their next negotiating session on 10/17/91; that he was still not prepared to strike names on 10/17/91 (he advised also that the parties were waiting for a correct list from the State Bar, for selection of the factfinding panel) and suggested that the parties could strike names when they received the new list from the State Bar, at which time he would get in touch with the Union negotiator and attempted to strike names (she was told that he was not prepared to strike names, did not feel it was necessary and would get back in touch with the Union's negotiator); that on 10/22/91, the parties struck names notified FMCS of their selection and requested that the factfinder provide the parties with available dates; that on 10/29/91 the City negotiator advised the Union that it did not have the right to proceed to binding factfinding because the hearing was not scheduled within the time required by NRS 288.200 (6).

The Board concluded: That, under the prevailing facts and circumstances, the parties failure to schedule the factfinding hearing by the statutory deadline does not preclude the parties from proceeding to factfinding, with the issue of whether his recommendations are to be final and binding to be determined by a panel; that, under the prevailing facts and circumstances, the Board has the authority to extend the time in which the parties may schedule and participate in factfinding, as well as the formation of a panel to determine whether factfinding is to be final and binding; that, under the prevailing facts and circumstances, the City's refusal to proceed to factfinding, with the issue of whether the factfinders recommendations are to be final and binding to be decided by a panel, constitutes a failure to bargain in good faith.

The Board ordered: That the factfinding hearing be scheduled immediately, with the issue of final and binding to be decided by a panel, and that the City pay the Union $1,000.00 for costs and attorney's fees.

Item #296 **Case No. A1-045517, Nye County vs. Nye County Law Enforcement Association (8/18/92).**

Complaint dismissed pursuant to withdrawal.

Item #297 **Case No. A1-045512, Lincoln County Education Association vs. Lincoln County School District (8/18/92).**

Complaint dismissed pursuant to stipulation of parties.

Item #298 **Case No. A1-045516, Elko County vs. Elko County Employees Association (8/18/92).**

Complaint dismissed pursuant to withdrawal.

Item #299 **Case No. A1-045501, Clark County Public Employees Association, SEIU Local 1107 vs. University Medical Center (12/1/92).**

The Board held that UMC's refusal to provide the Union with copies of Clark County's budgets, requested pursuant to the Union's determination that said information was necessary and relevant to the negotiations, was a prohibited practice, and ordered UMC to refrain from engaging in said prohibited practice.

The Board decided the instant case based on the pleadings (without a hearing) and denied Complainant's request that a hearing be scheduled.

Item #300 **Case No. A1-045492, Clark County Public Employees Association, SEIU Local 1107 vs. University Medical Center (1/19/93).**

The Board decided the case on the pleadings, dismissing the Complaint for the reason(s) that any violations which may have impacted members of the bargaining unit were rendered moot by Mr. Johnson's apology and subsequent termination as an employee; that "Shift Supervisors" are not in the bargaining unit, therefore, Complainant has no standing to bring a complaint in their behalf; and, that since no member of the bargaining unit was named or otherwise identified as having been impacted by the alleged violation, the Complaint is too vague, indefinite and lacking in specificity to be considered a proper complaint.

Item #301 **Case No. A1-045521, Clark County Public Employees Association, SEIU Local 1107 vs. Clark County (12/1/92).**

The Board held that representation in contested cases before the Board by non-attorneys is prohibited until such time as the legislature may establish an exception to NRS 7.285, specifically authorizing non-attorney representation in contested cases.

Item #302 **Case No. A1-045526, Nevada Classified Employees Association, Chapter 6 vs. Douglas County School District, with Douglas County Support Staff, Intervenor (12/1/92).**

The Board denied the School District's request for a hearing based on the premise that the underlying facts and arguments were substantially the same as those involved in Case No. A1-045467 (Item #254) and a hearing would be superfluous and unnecessary.

The Board held that food service workers possess the requisite community of interest to constitute an appropriate bargaining unit and ordered that an election be held pursuant to NRS 288.160(4).

Item #302A **Case No. A1-045526, Nevada Classified School Employees Association, Chapter 6 vs. Douglas County School District, with Douglas County Support Staff Organization, Intervenor (1/11/93).**

The Board granted Intervenor's Motion for Clarification, ordered that the ballot be changed to show the choices vertically and determined that the ballots would be sent to all eligible voters via certified mail.

Item #303 **Case No. A1-045534, Nevada Classified School Association vs. Lyon County School Board Trustees (12/1/92).**

The Board found that none of the discrepancies alluded to by the Employer in denying recognition to NCSEA constitute a basis under the statute for denying recognition. Notwithstanding the Board's findings, however, since many of the signed membership cards were relatively old (having been signed almost a year prior to the Order), the Board determined that an election should be held to determine whether NCSEA currently represents a majority of the employees.

Item #304 **Case No. A1-045520, Douglas County Professional Education Association vs. Douglas County School District (12/1/92).**

Complaint dismissed pursuant to stipulation of parties.

Item #305 **Case No. A1-045510, Clark County Public Employees Association, SEIU Local 1107 vs. Clark County (12/1/92).**

Complaint dismissed pursuant to stipulation of parties.

Item #306 **Case No. A1-045522, Clark County Public Employees Association, SEIU Local 1107 vs. University Medical Center (12/14/92).**

Complaint dismissed pursuant to withdrawal.

Item #307 **Case No. A1-045519, Douglas County Professional Education Association vs. Douglas County School District and Kirk Cunningham (1/26/93).**

Complaint dismissed pursuant to stipulation of parties.

Item #308 **Case No. A1-045514, Eureka County Teachers Association vs. Eureka County School District (1/26/93).**

Complaint dismissed pursuant to stipulation of parties.

Item #309 **Case No. A1-045525, Clark County Public Employees Association, SEIU Local 1107 vs. University Medical Center (2/4/93).**

Complaint dismissed pursuant to stipulation of parties.

Item #310 **Case No. A1-045523, Clark County Public Employees Association, SEIU Local 1107 vs. Clark County (4/1/93).**

Complaint dismissed pursuant to stipulation of parties.

Item #311 **Case No. A1-045527, Ormsby County Education Association vs. Carson City School District (4/1/93).**

The Board held that under the circumstances of this particular case, the past practice in determining the school calendar did not constitute a waiver of the District's right and responsibility under the collective bargaining agreement and the statute to determine all aspects of the school calendar (except Christmas and Easter vacations) and "manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees"; that, under the circumstances of this particular case, the past practice in determining the school calendar did not create or confer a benefit or condition of employment which the District was required to continue, subject to negotiation. Accordingly, when the District adopted a school calendar for 1992-93 which did not conform with the school calendar voted on by the majority of teachers, it did not commit a prohibited practice.

Item #312 **Case No. A1-045537, Elko General Hospital vs. Elko County Employees Association (4/1/93).**

The Board held: That issues regarding challenged ballots can be resolved without a hearing; that the challenged ballot cast by an employee who had submitted a resignation should be counted; that the challenged ballot of an employee who signed her ballot is null and void and should be counted; that if the challenged ballot which should be counted results in a tie vote, a rerun or runoff election should be held with linguistic assistance provided and a bilingual ballot used.

Item #312A **Case No. A1-045537, Elko General Hospital vs. Elko County Employees Association (5/7/93).**

The Board ordered that the scheduled election be stayed, pending the Board's decision on Petitioner's Motion for Reconsideration.

Item #312B **Case No. A1-045537, Elko General Hospital vs. Elko County Employees Association (5/19/93).**

The Board denied Petitioner's Motion for Reconsideration and request for a hearing on the issue of whether a re-run election should be held. The re-run election was ordered because the Board had reason to doubt that the result of the election (an 85 to 85 tie) accurately reflected the views of the majority of bargaining unit employees, the results of which were caused by the failure of the parties to request a bilingual ballot and/or provide linguistic assistance. The Board's Order Determining Issues Regarding Challenged Ballots (Item #312) was not in violation of Nevada's Open Meeting Law. The Board deferred going forward with the new election until a decision had been made on the Petition for Judicial Review of Item #312.

Item #313 **Case No. A1-045535, Douglas County Support Staff Organization/NSEA vs. Nevada Classified School Employees Association, Chapter 6 (5/13/93).**

The Board amended its previously adopted contract bar doctrine, by adopting the following window periods. The window period which opens when the incumbent organization files notice pursuant to NRS 288.180 (1) of its desire to negotiate a successor agreement and closes when negotiations for a successor agreement commence. A 30-day window period which opens 242 days prior to the expiration date of the labor agreement and closes 212 days prior to the expiration date. [Example: For a labor agreement with a term of July 1, 1993, through June 30, 1994, this window period will begin at 12:01 a.m. on November 1, 1993, and end at midnight on November 30, 1993.]

Item #314 **Case No. A1-045541, Allen Asch vs. Clark County School District and the Clark County Classroom Teachers Association (5/19/93).**

The Board held that the legislature did not intend to require employee organizations to process grievances of non-members. A breach of the organization's statutory duty of fair representation occurs only when the union's conduct toward said members is arbitrary, discriminatory or in bad faith. Motion to Dismiss the Complaint was granted.

Item #315 **Case No. A1-045536, Las Vegas Employees Protective & Benefit Association vs. Nevada Business Services (6/15/93).**

The Board found that: Nevada Business Services is a local government employer as defined in NRS 288.060; that, under the prevailing facts and circumstances, the parties' failure to comply with the statutorily mandated filing requirements of NRS 288.165 does not preclude factfinding and that whether or not the parties failure to participate in mediation is contingent upon the number of employees in the bargaining unit pursuant to NRS 288.200(1).

Item #315A **Case No. A1-045536, Las Vegas Employees Protective & Benefit Association vs. Nevada Business Services (9/10/93).**

The Board found that the bargaining unit is not limited to the classifications listed in Article 2 of the collective bargaining agreement and in fact encompasses all classified employees in the work force, except those specifically excluded by Article 3. Accordingly, there are not fewer than 30 persons in the bargaining unit and the parties failure to participate in mediation effectively precluded fact finding. [This Declaratory Order reversed by Item #315-B.]

Item #315B **Case No. A1-045536, Las Vegas Employees Protective & Benefit Association vs. Nevada Business Services (11/24/93).**

Based on additional information the Board received in oral argument granted the parties pursuant to Petition for Rehearing and/or to alter or amend Item #315-A, the Board determined that there was indeed fewer than 30 employees in the bargaining unit and therefore the parties failure to participate in factfinding did not preclude factfinding. Item #315-A reversed.

Item #316 **Case No. A1-045540, Washoe County Sheriff's Deputies and Washoe County, Joint Petitioners (6/15/93).**

The Board held that collective bargaining involving annual, sick and disability leave for county employees (including proposals for establishment of a "catastrophic sick leave bank") is limited to benefits which are not more extensive than those provided for in NRS

245.210(2), and the Association's proposal does not meet this criteria. Also, in reaching this finding, the Board found that no interpretation of NRS 245.210 was required, inasmuch as the language of said statute is clear, unambiguous and leaves no room for construction, and is a "special statute" which supersedes or modifies NRS 288, insofar as concerns annual, sick and disability leave for county employees.

Item #317 **Case No. A1-045529, International Association of Firefighters, Local 1285 vs. City of Las Vegas, Nevada (6/15/93).**

The Board found that the City's solicitation of input from its employees (via a job analysis questionnaire), as part of a classification and compensation study, cannot be considered as either "negotiating" or "interrogation of employees". Likewise, the Board held that it could not be considered as direct dealing with bargaining unit employees (or so-called "end-run bargaining"). Accordingly, said solicitation, without the permission of the Association, was proper under NRS 288.150(3) and was nothing more than an effort to communicate with its employees pursuant to its constitutional right of free speech. Nor did the City's conduct amount to a failure to bargain in good faith.

Item #318 **Case No. A1-045518, Mineral County Classroom Teachers Association vs. Mineral County School District and Ronald L. Mullanix (7/23/93).**

Complaint dismissed pursuant to stipulation of parties.

Item #319 **Case No. A1-045543, Clark County Classroom Teachers Association vs. Clark County School District and Patricia Green (8/5/93).**

Complaint dismissed pursuant to stipulation of parties.

Item #320 **Case No. A1-045539, Clark County Classroom Teachers Association vs. Timothy Sands (10/11/93).**

The Board found: That the portion of Sands lawyer's letter to Sandoval, warning Sandoval against making defamatory comments about Principal Sands in a public meeting did not violate NRS 288; that Principal Sands had a free speech right under State and Federal Constitutions to advise Mr. Sandoval against defaming him; that the portion of Sands lawyer's letter criticizing the performance of TAC and the TAC Chairman did not violate NRS 288 because Principal Sands did not act willfully; that Complainant made no prima facie showing that Mr. Sandoval was discriminated against because of his membership in TAC; and that TAC is entitled to the protection of NRS 288.

Item #320A **Case No. A1-045539, Clark County Classroom Teachers Association vs. Timothy Sands (1/17/94).**

Board denied Complainant's Motion for Reconsideration of its Decision in Item No. 320, for the reason that the Board's responsibility, as trier of the facts, in to determine the credibility of witnesses.

Item #321 **Case No. A1-045544, <u>Douglas County Sheriffs Protective Association vs. Douglas County Sheriff's Office and Douglas County, Nevada (9/10/93)</u>.**

Complaint dismissed pursuant to stipulation of parties.

Item #322 **Case No. A1-045548, <u>Esmeralda County Support Staff Organization vs. Esmeralda County School District (10/13/93)</u>.**

The Board found that under the circumstances of this particular case, the Financial Clerk, Harriet Esley, must be considered a "confidential employee".

Item #323 **Case No. A1-045555, <u>Clark County Classroom Teachers vs. Clark County School District and Allen Coles (10/30/93)</u>.**

Complaint dismissed pursuant to stipulation of parties.

Item #324 **Case No. A1-045557, <u>Clark County Classroom Teachers vs. Clark County School District (10/30/93)</u>.**

Complaint dismissed pursuant to Notice of Dismissal filed by Complainant.

Item #325 **Case No. A1-045560, <u>Douglas County Professional Education Association vs. Douglas County School District (1/19/94)</u>.**

Complaint dismissed pursuant to Notice of Dismissal filed by Complainant.

Item #326 **Case No. A1-045538, <u>Water Employees Association vs. Las Vegas Valley Water District (2/22/94)</u>.**

The Board found that while there was personal animus involved in the relationship between Ron Rivero and Water District's management, Rivero's termination was not as a result of his union activities or personal animus, but rather for legitimate business reasons; i.e., for refusing to take the necessary steps within the time designated to obtain a commercial driver's license or to show that he could not qualify for such a license. [Complainant filed Petition for Judicial Review and District Court Judge Jeffrey Sobel remanded the Case for the purpose of permitting cross-examination and re-direct of the 8 witnesses who submitted affidavits in support of Respondent's case-in-chief. See Item #326B.]

Item #326A **Case No. A1-045538, <u>Water Employees Association vs. Las Vegas Valley Water District (05/01/95)</u>.**

Board ordered an additional hearing be held on the remanded case, with a reconstituted Board.

Item #326B **Case No. A1-045538, Water Employees Association vs. Las Vegas Valley Water District (6/30/95).**

Upon remand by District Court, the Board heard cross-examination and re-direct of the 8 witnesses submitting affidavits in Support of Respondent's case-in-chief and ordered that its Decision designated as Item #326 shall stand as written.

Item #327 **Case No. A1-045550, Clark County Public Employees Association/SEIU Local 1107 vs. Clark County (2/11/94).**

Complaint dismissed pursuant to stipulation of parties.

Item #328 **Case No. A1-045524, Clark County Association of School Administrators vs. Clark County School District (2/16/94).**

Complaint dismissed, without prejudice, and with right to refile, pursuant to stipulation of parties.

Item #329 **Case No. A1-045546, White Pine County Support Staff Organization vs. White Pine County School District (2/16/94).**

Complaint dismissed pursuant to stipulation of parties.

Item #330 **Case No. A1-045532, Clark County Public Employees Association, SEIU Local 1107 vs. Clark County (3/18/94).**

Complaint dismissed pursuant to stipulation of parties.

Item #331 **Case No. A1-045533, Clark County Public Employees Association, SEIU Local 1107 vs. University Medical Center (3/18/94).**

Dismissed pursuant to stipulation of parties.

Item #332 **Case No. A1-045556, Clark County Classroom Teachers Association vs. Clark County School District and Billy Chapman (3/18/94).**

Dismissed pursuant to stipulation of parties.

Item #333 **Case No. A1-045549, Ormsby County Education Association vs. Carson City School District (6/27/94).**

The Board found: That health insurance premiums for employee dependents is a subject of mandatory bargaining by virtue of being significantly related to the subjects designated in NRS 288.150 (2) (a) and (f); that the District is not statutorily prohibited by NRS 387.205 or any other statute from expending school district funds to pay or subsidize health insurance premiums for employee dependents; and that the District's policy against paying dependent premiums is invalid since it contradicts the mandatory bargaining requirements of NRS 288.150. [This Decision was affirmed in District Court.]

Item #334 **Case No. A1-045547, Washoe County Probation Employees' Association vs. Washoe County and Washoe County Juvenile Court (5/18/94).**

The Board granted Respondent's Motion to Dismiss (Petition for Declaratory Order that Washoe County recognize WCPEA as the exclusive bargaining agent for all persons employed in the Washoe County Juvenile Probation Department), finding that persons employed by the Washoe County Juvenile Probation Department are employees of the Court, the Court is not subject to the provisions of NRS 288 and therefore the Board has no jurisdiction over the Court or its employees. [Nevada Supreme Court remanded back to EMRB for hearing.]

Item #334A **Case No. A1-045547, Washoe County Probation Employees' Association vs. Washoe County and Washoe County Juvenile Court (6/27/94).**

The Board denied Complainant's Motion for Reconsideration and Motion for Hearing in the Case covered by Item #334.

Item #334B **Case No. A1-045547, Washoe County Probation Employees Association vs. Washoe County and Washoe County Juvenile Court (1/20/99).**

The Board granted Complainant's Motion for Continuance to attempt to resolve matters through legislation. The parties were ordered to report back to the Board within 45 days from the close of the 1999 Legislature as to the dispensation of the case.

Item #334C **Case No. A1-045547, Washoe County Probation Employees Association vs. Washoe County and Washoe County Juvenile Court (11/10/99).**

Petition dismissed pursuant to the Stipulation of the parties.

Item #335 **Case No. A1-045563, Las Vegas Valley Water District vs. Teamsters Union, Local No. 14 (5/2/94).**

Complaint dismissed pursuant to withdrawal.

Item #336 **Case No. A1-045562, Lyon County Employees Association vs. Stationary Engineers, Local 39 and Lyon County (5/12/94).**

The Board dismissed Petition for Declaratory Order pursuant to stipulation of parties, account Stationary Engineers waived right to represent.

Item #337 **Case No. A1-045554, Michael L. Taylor vs. City of North Las Vegas and The North Las Vegas Police Officers Association (6/3/94).**

The Board dismissed the Complaint based on Respondent's waiver of time limits to permit Complainant to re-file and process his grievance.

Item #338 **Case No. A1-045564, Clark County Park Ranger Employees Association, IUPA, Local 124 vs. County of Clark (8/9/94).**

The Board found: That "park rangers" are employees of a unit of specialized law enforcement in the Clark County Department of Parks & Recreation, as defined in NRS 280.125; that there are two criteria which must be met before employees may be considered as "police officers" eligible for the impasse procedures set forth in NRS 288.205 and NRS 288.215 (they must be employees of a "police department or other law enforcement agency organized by a political subdivision of the state and they must be employees "whose principal duties are to enforce the law"); that the principal duty of park rangers is to enforce the law, and as employees of a unit of specialized law enforcement they are salaried employees of a "police department or other law enforcement agency" as defined by NRS 288.215(1)(b); and that, since park rangers meet both criteria, they are eligible for the impasse procedures set forth in NRS 288.205 and NRS 288.215. [This Decision was reversed on Appeal by the Nevada Supreme Court.]

Item #339 **Case No. A1-045551, Nevada Classified School Employees Association, Chapter 6 vs. Douglas County School District (7/20/94).**

The Board found: That the EMRB's Decision in Item #254 did not include substitute bus drivers; that the District was not required to negotiate whether substitute bus drivers should be included in the regular bus driver unit; and that the District's refusal to negotiate unless NCSEA withdrew its proposal to include substitute bus drivers in the bargaining unit was not a prohibited practice. NCSEA initially recognized that the bargaining unit consisted of only regular bus drivers as evidenced by Article II of the collective bargaining agreement.

Item #340 **Case No. A1-045558 and A1-045559, Storey County Education Association vs. Storey County School District and Mineral County Classroom Teachers Association vs. Mineral County School District, respectively (8/9/94).**

The Board found: That public employees who are covered by a collective bargaining agreement in Nevada cannot be considered "at will", inasmuch as a "just cause" standard is implied in the collective bargaining agreement by virtue of the provisions of NRS Chapter 288; that suspension, demotion, reemployment and dismissal of school district employees is expressly governed by NRS 391.311 to NRS 391.3197 unless superseded by the provisions of a collective bargaining agreement; that a "just cause" provision is a subject of mandatory bargaining by virtue of being significantly related to NRS 288.150(2)(i), "Discharge and disciplinary procedures"; and that, pursuant to NRS 288.033, requiring the parties to negotiate regarding proposals involving "just cause" provisions does not mean they must agree on the specific terms.

Item #340A **Case No. A1-045558 and A1-045559, Storey County Education Association vs. Storey County School District and Mineral County Classroom Teachers Association vs. Mineral County School District, respectively (9/2/94).**

The Board found no basis for granting Respondents' Petition for Rehearing or to Alter or Amend the Declaratory Order designated as Item #340.

Item #341 **Case No. A1-045566, Nevada Service Employees Union, SEIU Local 1107 vs. University Medical Center (6/28/94).**

Complaint dismissed pursuant to withdrawal.

Item #342 **Case No. A1-045571, Esmeralda County Support Staff Organization vs. Esmeralda County School District (8/2/94).**

Complaint dismissed pursuant to Complainant's request.

Item #343 **Case No. A1-045561, Teamsters Local Union No. 533 vs. Washoe County School District with Nevada Classified School Employees Association, Intervenor (9/2/94).**

Complaint dismissed pursuant to Complainant's request.

Item #344 **Case No. A1-045552, James P. Riebeling, et al., and City of North Las Vegas Housing Authority Special Police Officers Association vs. Housing Authority of the City of North Las Vegas (10/25/94).**

Due to numerous continuances and delays in briefing, etc., the Board ordered the parties to comply with certain specified procedures prior to the hearing, in order to facilitate the Board's hearing of the Case.

Item #345 **Case No. A1-045569, Carson City Fire Fighters Association, I.A.F.F. Local No. 2251 vs. Carson City and the Carson City Board of Supervisors (11/29/94).**

The Board held: That the staffing of the Hazardous Materials Response Unit (the "Hazmat Unit") is a mandatory bargaining subject by virtue of being significantly related to NRS 288.150 (2)(r), "Safety of the Employees"; that the payment of ambulance fees of the employees and their dependents is a mandatory bargaining subject by virtue of being significantly related to NRS 288.150(2)(f), "Insurance Benefits"; that the placement of I.A.F.F. emblems and flags on City equipment and/or property is not significantly related to recognition and, therefore, is not a subject of mandatory bargaining, pursuant to the provisions of NRS 288.150(2); and that Respondent's refusal to negotiate regarding the Petitioners proposal on staffing of the Hazmat Unit constitutes a refusal to bargain in good faith and a violation of NRS 288.270(1)(e). The Board did not agree with Respondent's contentions that negotiation of staffing in excess of minimum standards was preempted by State or Federal Law, nor that the City Municipal Code or NRS 354.517, precluded the City from waiving ambulance fees or negotiating with respect thereto.

Item #345A **Case No. A1-045569, Carson City Fire Fighters Association, I.A.F.F. Local No. 2251 vs. Carson City and the Carson City Board of Supervisors (1/31/95).**

The Board issued this Supplemental Declaratory Order pursuant to Petitioner's motion, inasmuch as the issue was overlooked and not addressed in Item #345. Respondent's contention that the motion was untimely was ruled to be moot and Board corrected its oversight by addressing the issue *sua sponte*.

The Board held that public employers have the right to promulgate rules and regulations governing the operation of a department and that such rules do not in and of themselves constitute a mandatory subject of bargaining. However, if they include matters that relate to a mandatory bargaining subject, then the related rule or regulation is mandatorily negotiable.

The Board held that the matters addressed by General Order #24 involve a mandatory bargaining subject by virtue of being significantly related to NRS 288.150(2)(b), "Sick Leave", and that Respondent's refusal to negotiate regarding the issuance of General Order #24 constitutes a refusal to bargain in good faith and a violation of NRS 288.270(1)(e).

Item #346 **Case No. A1-045553, Operating Engineers, Local 3, vs. County of Lander (11/29/94).**

The Complaint was filed as a result of several employees being unilaterally withdrawn from the bargaining unit by the County and/or Argenta Township Justice Court. The Court applied for a Writ of Certiorari, obtaining a stay of the Board's proceedings relating to its employees. The District Court Judge then issued an Order authorizing the Board to meet and consider whether it had jurisdiction over employees of the Court. Counsel for the Court refused to participate, in view of which the Board continued the proceedings pertaining to that part of the Complaint which required it to determine whether it has jurisdiction over employees of the Court. Accordingly, the only issue addressed in the hearing was the County's unilateral removal of the Chief Deputy Clerk from the bargaining unit.

The Board held: That the actual duties and/or responsibilities of the Chief Deputy Clerk position do not require that it be excluded from the bargaining unit and considered supervisory and/or confidential; and that the County's unilateral removal of the Chief Deputy Clerk position from the bargaining unit, and changing the pay grade, without negotiation, were prohibited practices.

The Board ordered the County to immediately restore the position to its bargaining unit status and pay the Complainant $500.00 representing attorney's fees and costs.

Item #346A **Case No. A1-045553, Operating Engineers, Local 3 vs. County of Lander (11/8/95).**

Supplemental Decision issued to address jurisdictional issues not addressed in Item #346. It was determined that the persons involved are employees of the court not the county and therefore not subject to provisions of NRS 288. The Board found it did not have jurisdiction over parties, in view of which that part of the instant complaint which was not addressed in Item #346 was dismissed. [Operating Engineers filed a Petition for Judicial Review with District Court and was dismissed.]

Item #347 **Case No. A1-045545, Gene Carbella vs. Clark County School District (11/14/94).**

Complaint dismissed pursuant to request for withdrawal.

Item #348 **Case No. A1-045570, Operating Engineers Local 3 vs. City of Ely, Nevada (12/8/94).**

Complaint dismissed pursuant to stipulation of parties.

Item #349 **Case No. A1-045542, Nevada Classified School Employees Association, Chapter 7, vs. Lyon County School District (1/3/95).**

Complaint dismissed pursuant to stipulation of parties.

Item #350 **Case No. A1-045528, Nye County Support Staff Organization, NSEA and Gilbert Morreira vs. Nye County School District, et al. (3/23/95).**

Complaint dismissed pursuant to stipulation of parties.

Item #351 **Case No. A1-045577, Nevada Classified School Employees Association, Chapter 6 vs. Douglas County School District (3/23/95).**

Complaint dismissed pursuant to stipulation of parties.

Item #352 **Case No. A1-045578, White Pine County School District vs. White Pine County Support Staff Organization (3/23/95).**

Complaint dismissed pursuant to stipulation of parties.

Item #353 **Case No. A1-045579, Organized Workers of Nevada vs. Las Vegas City Employees' Protective & Benefit Association and City of Las Vegas (3/30/95).**

Motion to Dismiss Appeal and Amended Appeal granted pursuant to Appellant's withdrawal, with issue of whether Respondent Association should be awarded costs and attorney's fees to be determined by the Board upon receipt of said Respondent's Memorandum of Costs and Attorney's Fees and Appellant's Motion to Retax Costs and Attorney's Fees.

Item #353A **Case No. A1-045579, Organized Workers of Nevada vs. Las Vegas City Employees' Protective & Benefit Association and City of Las Vegas (6/30/95).**

The Board awarded the Respondent Association $3,106.95 for costs and attorney's fees. [Organized Workers of Nevada filed appeal to District Court for Judicial Review. Motion to Dismiss Petition was granted in District Court.]

Item #354 **Case No. A1-045580, City of Las Vegas vs. Organized Workers of Nevada (3/30/95).**

Petitioner's request for hearing for purpose of challenging sufficiency of application for recognition dismissed pursuant to withdrawal of said application.

Item #355 **Case No. A1-045582, Annice Cone, Sharon Mallory and Karl Schlepp vs. Nevada Service Employees Union/SEIU Local 1107 and University Medical Center of Southern Nevada (5/1/95).**

The Board disposed of Complainant's Motion to Strike the Affirmative Defenses In the Answer of Local 1107 by ordering Local 1107 to file an amended answer which is in compliance with NAC 288.220(2) and (4).

Item #356 **Case No. A1-045585, Clark County (Petitioner), Clark County District Attorney Investigators Association (Applicant) and Nevada Service Employees Union/SEIU Local 1107 (Recognized Bargaining Agent) (6/30/95).**

The Board ordered briefing and a hearing to resolve this representation dispute, which also required a bargaining unit clarification or modification.

Item #356A **Case No. A1-045585, Clark County (Petitioner), Clark County District Attorney Investigators Association (Applicant) and Nevada Service Employees Union/SEIU Local 1107 (Recognized Bargaining Agent) (9/7/95).**

The Board scheduled a hearing in this representation/bargaining unit dispute.

Item #356B **Case No. A1-045585, Clark County (Petitioner), Clark County District Attorney Investigators Association (Applicant) and Nevada Service Employees Union/SEIU Local 1107 (Recognized Bargaining Agent) (11/8/95).**

The Board determined: That district attorney investigators have the power of peace officers; that, pursuant to NRS 288.140(3), a law enforcement officer may be a member of an employee organization only if such employee organization is composed exclusively of law enforcement officers; that SEIU Local 1107 is not composed exclusively of law enforcement officers, therefore, as a matter of law, investigators employed by the district attorney may not be a member of said employee organization; that the application for recognition appears to be proper and in accordance with NRS 288.160; that the Clark County District Attorney Investigators appear to possess the requisite community of interest to constitute an appropriate bargaining unit for negotiating purposes, pursuant to NRS 288.170(1); that the County is statutorily responsible for determining (after consultation with the recognized organization or organizations) which group or groups of its employees constitute an appropriate unit or units for negotiating purposes [pursuant to NRS

288.170(1)]; that the Board finds not basis under statute or law for denying CCDAIA's application for recognition as the exclusive representative for a bargaining unit consisting of Clark County District Attorney Investigators; and that CCDAIA shall be recognized immediately pursuant to NRS 288.160(2).

Item #357 **Case No. A1-045583, Cathy Strachan vs. Clark County School District (6/30/95).**

Complaint dismissed pursuant to agreement of parties, with right to re-file.

Item #358 **Case No. A1-045552, James P. Riebeling, James M. Hayley, Michael A. Maldonado, McNeal D. Brown and The City of North Las Vegas Housing Authority Special Police Officers Association vs. Housing Authority of the City of North Las Vegas (7/24/95).**

The Board found: That the recommendation of Respondent's management to unilaterally abolish the positions of the Complainants and contract out their work was based on its knowledge of their unionizing efforts; that the Respondent's act of laying off Complainants and contracting out their work was inherently destructive of their right to organize for collective bargaining purposes; that the act of laying off the Complainants and contracting out their work was designed and intended to circumvent the Housing Authority's duty to bargain collectively (regarding such matters as layoff procedures and subcontracting) upon recognition and/or certification of their Association; and that the Complainants did not meet their burden of proof to establish that the extension of Complainant Hayley's probationary period was due to his protected activities.

The Board ordered Respondent to compensate the Complainants for their lost earnings and to pay the reasonable costs and attorney's fees incurred by the Complainants in processing the Complaint. [This Decision was appealed to District Court for Judicial Review and then dismissed.]

Item #358A **Case No. A1-045552, James P. Riebeling, James M. Hayley, Michael A. Maldonado, McNeal D. Brown and The City of North Las Vegas Housing Authority Special Police Officers Association vs. Housing Authority of the City of North Las Vegas (10/19/95).**

Pursuant to stipulation for remand, the Board determined that reasonable costs and attorney's fees in the amount of $20,000.00 should be awarded in the case covered by Item #358.

Item #359 **Case No. A1-045584, Reno Police Protective Association vs. City of Reno (9/7/95).**

Pursuant to stipulation of parties, the Board ordered the parties to file concurrent Post-Hearing Briefs twenty (20) days following the Hearing.

Item #360 **Case No. A1-045572, City of Reno vs. International Association of Firefighters, Local 731 (8/7/95).**

The Board ordered the parties to substitute a hearing on motion to dismiss for scheduled hearing and meet a briefing schedule as stipulated to by the parties.

Item #360A **Case No. A1-045572, City of Reno vs. International Association of Firefighters, Local 731 (10/4/95).**

The Board dismissed the Complaint for the reason that an arbitrator had already found in favor of Respondent on all salient points at issue; the District Court had affirmed the arbitrator's award and the Complainant's allegations were so vague, indefinite and lacking in specificity that it was impossible to determine the particular conduct which was alleged to constitute bad faith bargaining.

Item #361 **Case No. A1-045582, Annice Cone, Sharon Mallory and Karl Schlepp vs. Nevada Service Employees Union/SEIU Local 1107 and University Medical Center (9/7/95).**

The Board, pursuant to stipulation of parties, established a briefing schedule for submission of the case and decision based on the pleadings.

Item #361A **Case No. A1-045582, Annice Cone, Sharon Mallory and Karl Schlepp vs. Nevada Service Employees Union/SEIU Local 1107 and University Medical Center (1/10/96).**

The Board held that Local 1107's "Executive Board Policy", providing a "Uniform Fee Schedule for Non Members" is not prohibited by Nevada's Right to Work Law and is neither coercive nor discriminatory; that the provisions of the collective bargaining agreement providing "release time" and payment therefor to union representatives, when conducting union business; and recognizing "the right of the union to charge non-members of the union a reasonable service fee for representation in appeals, grievances and hearing "are not discriminatory or coercive, and the complainants have waived any right they may have had to object to said provisions"; that a non-member who chooses to act for himself, pursuant to NRS 288.140(2), may not be denied access to the grievance/arbitration machinery of the negotiated agreement; that the Case is appropriately determined as an adjudication; and that all other issues are either moot or not relevant. [Dissent filed by Chairman Voisin.] [This decision was upheld in District Court. Nevada Supreme Court upheld Board's majority decision.]

Item #362 **Case No. A1-045574, Las Vegas City Employees Protective and Benefit Association vs. City of Las Vegas (9/7/95).**

The Board granted Complainant's unopposed motion for a continuance with the understanding that the hearing must be rescheduled within 45 days and no additional requests for continuances will be granted.

Item #363 **Case No. A1-045574, Las Vegas City Employees Protective and Benefit Association vs. City of Las Vegas (10/4/95).**

Complaint dismissed pursuant to stipulation of parties.

Item #364 **Case No. A1-045565, SEIU Local 1107, Nevada Service Employees Union and Gene Shults vs. Department of Aviation, Clark County and Clark County (10/6/95).**

The Board ordered Complainants to provide a list of witnesses and a brief summary of their testimony.

Item #364A **Case No. A1-045565, SEIU Local 1107, Nevada Service Employees Union and Gene Shults vs. Department of Aviation, Clark County and Clark County (2/12/96).**

Board ordered Complaint dismissed after determining it was neither timely served nor filed within 6 months after the occurrence of the subject of said complaint. Complainant's failure to comply renders all other issues moot.

Item #365 **Case No. A1-045581, Service Employees International Union, Local 1107 vs. Clark County Department of General Services, Automotive Division, and Clark County (12/13/95).**

Complaint dismissed pursuant to withdrawal.

Item #366 **Case No. A1-045584, Reno Police Protective Association vs. City of Reno (1/10/96).**

The Board held: that the City did not commit an unfair labor practice by contending during negotiations (and before the factfinder) that it lacked the ability to pay for additional wages or benefits; and that the City did not unilaterally implement a one-year vision care plan. Notwithstanding the Board's findings, the Board ordered the City to reduce the premium for the Self-Funded Insurance Program and rebate the premiums for vision care under the Hospital Care Plan, retroactively, in accordance with the City's last offer.

Item #367 **Case No. A1-045575, Washoe County Employees Association and Michael Tackett vs. Washoe County Health District, District Board of Health and District Health Officers (3/14/96).**

Complaint dismissed pursuant to stipulation of parties.

Item #368 **Case No. A1-045590, Sparks Police Protective Association vs. City of Sparks, ex rel Sparks Police Department (2/12/96).**

Motion to Dismiss denied due to inability to determine from pleadings whether all causes of action over which Board may have jurisdiction were rendered moot by reinstatement of Schribner.

Item #368A **Case No. A1-045590, Sparks Police Protective Association vs. City of Sparks, ex rel Sparks Police Department (9/8/97).**

Complaint dismissed pursuant to Stipulation of parties.

Item #369 **Case No. A1-045597, Clark County vs. Clark County Professional Tradeworkers Association (2/12/96).**

Board ordered a hearing regarding application for recognition. It further ordered each party to submit a prehearing statement which briefly sets forth its position regarding the application for recognition.

Item #370 **Case No. A1-045573, International Association of Firefighters, Local 731 vs. City of Reno (3/14/96).**

The Complaint alleges failure to bargain in good faith and/or various violations due to; City's contracting for managed care services without negotiating; Appointment of bargaining unit member to Internal Affairs position; and City broke agreement not to negotiate through the media.

Board ruled that City did not commit unfair labor practice by unilaterally entering into a managed care provider contract for workers compensation; City did violate provisions of NRS 288 and did commit an unfair labor practice by reclassifying a bargaining unit member to duties which include investigation of fellow bargaining unit members; and City did not commit an unfair labor practice by verbally agreeing not to negotiate through the media and then allegedly breaching said agreement.

Item #371 **Case No. A1-045591, Nye County Support Staff Organization vs. Nye County School District (3/14/96).**

Order of Dismissal issued pursuant to the stipulation of the parties.

Item #372 **Case No. A1-045589, Education Support Employees Association vs. Clark County School District (3/14/96).**

Order of Dismissal issued pursuant to the stipulation of the parties.

Item #373 **Case No. A1-045576, Service Employees International Union, Local 1107 vs. Clark County Department of Finance and Clark County (3/14/96).**

Order of Dismissal issued pursuant to Complainant's request to withdraw charge.

Item #374 **Case No. A1-045586, Service Employees International Union, Local 1107 vs. University Medical Center and Clark County Personnel Department (3/14/96).**

Order of Dismissal issued pursuant to Complainant's request to withdraw charge.

Item #375 **Case No. A1-045568, Lincoln County Employees Association vs. Lincoln County (3/20/96).**

Order of Dismissal issued pursuant to stipulation of the parties.

Item #376 **Case No. A1-045597, Clark County; Clark County Professional Tradeworkers Association; and Service Employees International Union, Local 1107 (3/20/96).**

SEIU filed an unopposed Petition to Intervene which the Board granted.

Item #376A **Case No. A1-045597, Clark County; Clark County Professional Tradeworkers Association; and Service Employees International Union, Local 1107 (3/20/96).**

Petitioner filed a request for hearing before the Board to challenge the sufficiency of the application for recognition filed by CCPTA. Board determined that said application was not filed during either of the two window periods.
Board ordered that CCPTA application be dismissed without prejudice.

Item #377 **Case No. A1-045599, CCPTA vs. Clark County with SEIU Local 1107 (3/30/96). (Also see Item #385)**

SEIU filed an unopposed Petition to Intervene with Board granted.

Item #378 **Case No. A1-045598, Janet Kallsen vs. Clark County School District (3/20/96). (Also see Item #392)**

Board granted Complainant's request for discovery.

Item #379 **Case No. A1-045600, Las Vegas Constables Association vs. Las Vegas Constable's Office (3/21/96). (Also see Item #383).**

The Board determined, after oral argument, that Respondent is a local government employer; that Deputies employed by Respondent are local government employees; that EMRB has authority; that a hearing on merits of Complaint would be conducted; and that an expedited briefing schedule is established.

Item #380 **Case No. A1-045595, Operating Engineers, Local No. 3 vs. City of Elko (4/26/96).**

Order of Dismissal issued pursuant to stipulation of the parties.

Item #381 **Case No. A1-045587, Washoe County Teachers Association vs. Washoe County School District (4/26/96).**

Order of Dismissal issued pursuant to stipulation of the parties.

Item #382 **Case No. A1-045588, Lander County Classroom Teachers Association vs. Lander County School District (4/26/96).**

Order of Dismissal issued pursuant to stipulation of parties.

Item #383 **Case No. A1-045600, Las Vegas Constables Association vs. Las Vegas Constable's Office (4/18/96). (Also see Item #379)**

Respondent filed a Verified Motion for Continuance stating that Las Vegas Constable would be out of town on the day the Hearing was scheduled. Complainant filed opposition. Board granted Motion for Continuance.

Item #383A **Case No. A1-045600, Las Vegas Constables Association vs. Las Vegas Constable's Office (4/26/96).**

Board ordered hearing be conducted on above-entitled case and all related matters.

Item #383B **Case No. A1-045600, Las Vegas Constables Association vs. Las Vegas Constable's Office with Washoe County, Intervening (4/26/96).**

Board granted Petition to Intervene.

Item #383C **Case No. A1-045600, Las Vegas Constables Association vs. Las Vegas Constable's Office with Washoe County, Intervening (10/2/96).**

Supplemental briefs were requested and received by Board. Pursuant to deliberations and review of written record, Board granted Complainant's Motion for Injunctive Relief. It ordered Las Vegas Constable's Office is prohibited from any interference with the organization of said deputies and/or any act which would constitute a violation of employee's right to collective bargaining.

Further, Intervenor's Motion for Reconsideration was denied.

Item #383D **Case No. A1-045600, Las Vegas Constables Association vs. Las Vegas Constable's Office with Washoe County, Intervening (4/3/97).**

The Board granted Respondent's Motion to Stay Negotiations until the hearing was concluded and denied Respondent's Motion for Clarification of an earlier order stated into the record but not subsequently adopted by the Board.

Item #383E **Case No. A1-045600, Las Vegas Constables Association vs. Las Vegas Constable's Office with Washoe County, Intervening (7/21/97).**

Complaint alleged numerous prohibited practice charges as a result of the attempt to organize a bargaining unit, Las Vegas Constable's Association, including the termination of association members and failure to bargain in good faith.

The Board determined that at the time the application for recognition was filed, the association held a majority and therefore should be recognized; that two association members where properly terminated and two were wrongfully terminated and ordered the reinstatement of those two with back pay. It was further ordered that the Las Vegas Constable was to begin negotiating with said association. [Nevada Supreme Court overturned Board decision.]

Item #383F **Case No. A1-045600, Las Vegas Constables Association vs. Las Vegas Constable's Office (2/25/98).**

Pursuant to the Board Order (Item #383-E), Complainant submitted an affidavit for attorney's fees and costs and reimbursement of back pay. The Board awarded $41,977 in attorney fees and costs and a total of $78,647 in back pay.

Item #384 No order issued under this number.

Item #385 **Case No. A1-045599, CCPTA vs. Clark County with SEIU, Local 1107, Intervening (5/2/96). (Also see Item #377)**

Pursuant to deliberations, the Board determined decision in Case No. A1-045597 (Item No. 376A) rendered all issues moot.

Item #386 **Case No. A1-045594, Churchill County Education Association vs. Churchill County School District, Churchill County Board of School Trustees (5/2/96).**

The Board determined that no probable cause exists for the complaint. The Association alleged bad faith bargaining due to the District's failure to meet on a specific date or in the alternative, request a new list from AAA or name a mutually agreeable arbitrator. Complainant's pleadings are factually insufficient to sustain a finding that District willfully designed to stall or delay the impasse resolution procedures.

Board ordered Complaint dismissed with prejudice.

Item #387 **Case No. A1-045601, Clark County; Clark County Professional Tradeworkers Association; and SEIU Local 1107 (6/28/96).**

The Board granted SEIU's unopposed Petition to Intervene.

Item #388 **Case No. A1-045602, Stationary Engineers, Local 39 vs. Kingsbury General Improvement District (6/28/96).**

The Board determined that under the newly adopted NAC 288, the business representative for Union was precluded from representing Union and Union must find proper counsel.

Item #388A **Case No. A1-045602, Stationary Engineers, Local 39 vs. Kingsbury General Improvement District (2/14/97).**

Complaint dismissed pursuant to Respondent's Motion to Dismiss and Complainant's Joinder in Motion to Dismiss.

Item #388B **Case No. A1-045602, <u>Stationary Engineers, Local 39 vs. Kingsbury General Improvement District (4/25/97)</u>.**

The Board denied Respondent's Petition for Reconsideration and Motion for Consolidation.

Item #389 **Case No. A1-045603, <u>Stationary Engineers, Local 39 vs. Kingsbury General Improvement District (6/28/96)</u>.**

The Board determined that under the newly adopted NAC 288, the business representative for Union was precluded from representing Union and Union must find proper counsel.

Item #389A **Case No. A1-045602, <u>Stationary Engineers, Local 39 vs. Kingsbury General Improvement District (2/14/97)</u>.**

Complaint dismissed pursuant to Respondent's Motion to Dismiss and Complainant's Joinder in Motion to Dismiss.

Item #389B **Case No. A1-045602, <u>Stationary Engineers, Local 39 vs. Kingsbury General Improvement District (4/25/97)</u>.**

The Board denied Respondent's Petition for Reconsideration.

Item #390 **Case No. A1-045608, <u>City of North Las Vegas vs. International Association of Firefighters, Local 1607 (7/19/96)</u>.**

The Board denied Respondent's Motion to Dismiss and granted Complainant's Motion to Stay Fact finding.

Item #390A **Case No. A1-045608, <u>City of North Las Vegas vs. International Association of Firefighters, Local 1607 (7/19/96)</u>.**

Declaratory Order issued to clarify "end run" bargaining, specifically as it relates to the ground rules. The Order states that ground rules constitute an integral part of the negotiation process and therefore are subject to the provisions of NRS 288.270. [This matter was reversed on appeal to District Court and dismissed in Supreme Court.]

Item #391 **Case No. A1-045601, <u>Clark County; Clark County Professional Tradeworkers Association; and SEIU Local 1107 Intervening (7/23/96)</u>. (Also see Item #387)**

Board granted Clark County's request for a hearing to challenge the sufficiency of the application for recognition.

Item #391A **Case No. A1-045601, Clark County; Clark County Professional Tradeworkers Association; and SEIU Local 1107 Intervening (7/23/96). (Also see Item #387)**

Applicant's Motion to Enlarge Time to File Brief was granted.

Item #391B **Case No. A1-045601, Clark County; Clark County Professional Tradeworkers Association; and SEIU Local 1107 Intervening (2/14/97). (Also see Item #387)**

The Board determined that the Application for Recognition filed on behalf of Clark County Professional Tradeworkers Association was timely filed pursuant to NAC 288.146(2)(a) and that the application indicates a majority representation within the proposed unit.

A Hearing was ordered to determine the appropriateness of the proposed unit and, if appropriate, the details for holding an election.

Item #391C **Case No. A1-045601, Clark County; Clark County Professional Tradeworkers Association; and SEIU Local 1107 Intervening (6/20/97). (Also see Item #387)**

The Board determined that the Association failed to show clear and convincing evidence of a community of interest pursuant to NRS 288.170(1). [Association appealed Decision to District Court and was dismissed.]

Item #392 **Case No. A1-045598, Janet Kallsen vs. Clark County School District (7/24/96). (Also see Item No. 378)**

Board found it has jurisdiction over said case and denied Respondent's Motion to Dismiss.

Item #392A **Case No. A1-045598, Janet Kallsen vs. Clark County School District (11/1/96).**

Pursuant to deliberation on the points and authority filed regarding issuance of subpoenas for deposition, the Board found it does not have the authority to issue subpoenas for deposition and denied request for same.

Item #393 **Case No. A1-045598, Janet Kallsen vs. Clark County School District with Clark County Classroom Teachers Association, Intervening (9/3/96). (Also see Items 378, 392 & 392A)**

The Board granted CCCTA Petition to Intervene. If further ordered CCCTA to participate fully and file a pre-hearing brief by specified date.

Item #393A **Case No. A1-045598, Janet Kallsen vs. Clark County School District with Clark County Classroom Teachers Association, Intervening (2/26/97). (Also see Items 378, 392 & 392A)**

Board granted Complainant's Motion for Continuance.

Item #393B **Case No. A1-045598, Janet Kallsen vs. Clark County School District with Clark County Classroom Teachers Association, Intervening (2/12/98).**

The Board found that the District did commit a prohibited practice as defined by NRS 288.270(1) when it based its refusal to arbitrate Kallsen's grievance on the agreement between the CCCTA and Kallsen; and ordered the District to cease and desist from refusing to arbitrate a grievance based on the relationship or agreement between the CCCTA and the represented employee. [This case was appealed to District Court and dismissed.]

Item #394 **Case No. A1-045593, Clark County Association of School Administrators vs. Clark County School District (10/24/96).**

Complaint alleges that CCSD maintained positions and engaged in a pattern of conduct with CCASA during negotiations for a successor agreement which constituted a prohibited practice. Complaint further alleges that during the negotiating period Respondent's administrative personnel made hostile comments and engaged in a pattern of conduct designed to circumvent and interfere with the negotiating process.

The Board ruled: That NRS 288.217 applies to these parties; that Respondent's failure to comply with the arbitration provision did not constitute a bad faith, unfair labor practice; that under NRS 288.010 through 288.280, CCASA's members fall within the definition of "teacher"; that statements made and conduct engaged in by Respondent's administrative personnel were insufficient to constitute an unfair labor practice however the Respondents were cautioned against similar activities in future collective bargaining negotiations.

Item #395 **Case No. A1-045567, International Union of Operating Engineers, Stationary Local 39 vs. City of Reno (10/1/96).**

Board granted Respondent's Motion to Stay Pending Judicial Review.

Item #395A **Case No. A1-045567, International Union of Operating Engineers, Stationary Local 39 vs. City of Reno (2/14/97).**

Complaint dismissed based on the Transmittal of District Court Judgement.

Item #396 **Case No. A1-045607, Clark County Classroom Teachers Association vs. Clark County School District and Barry Gunderson (Complaint) and Clark County School District vs. Clark County Classroom Teachers Association (Cross-Complaint)(10/1/96). (Also see Item No. 398)**

Board denied Cross-Respondent's Motion to Dismiss without prejudice.

Item #397 **Case No. A1-045604, David Holmes vs. City of Las Vegas Fire Department and International Association of Firefighters, Local 1285 (11/14/96).**

Order of Dismissal issued pursuant to the stipulation of the parties.

Item #398 **Case No. A1-045607, Clark County Classroom Teachers Association vs. Clark County School District and Barry Gunderson (Complaint) and Clark County School District vs. Clark County Classroom Teachers Association (Cross-Complaint)(11/4/96). (Also see Item No. 396)**

Board finds that Association has processed a grievance which is substantially the same as the instant Complaint. Complaint remanded back to the parties for resolution in accordance with labor agreement.

Item #398A **Case No. A1-045607, Clark County Classroom Teachers Association vs. Clark County School District and Barry Gunderson (Complaint) and Clark County School District vs. Clark County Classroom Teachers Association (Cross-Complaint) (11/4/96). (Also see Item No. 396)**

Amended Order issued remanding both Complaint and Cross-Complaint back to the parties for resolution in accordance with labor agreement.

Item #399 **Case No. A1-045605, General Sales Drivers, Delivery and Helpers, Local 14, International Brotherhood of Teamsters, ALF-CIO vs. City of Henderson (11/14/96).**

Pursuant to the stipulation of both parties, that portion of the Complaint filed relating to allegations by Union that City failed to negotiate in good faith with respect to subject of mandatory bargaining was dismissed.

Item #399A **Case No. A1-045605, General Sales Drivers, Delivery and Helpers, Local 14, International Brotherhood of Teamsters, ALF-CIO vs. City of Henderson (4/3/97).**

Complaint alleged that City failed to bargain in good faith when it unilaterally removed two positions from the bargaining unit and created two new positions in a management capacity. The Board determined that the City did remove the duties and responsibilities of said positions from the bargaining unit and reassigned those duties to the new positions City created. It ordered the duties be reinstated to the positions within the bargaining unit. [This Decision appealed to District Court and dismissed.]

Item #400 **Case No. A1-045610, Nye County Classroom Teachers Association and the Nye County Support Staff Organization vs. Nye County School District and Gene Berg (12/13/96).**

Complaint dismissed pursuant to stipulation of the parties.

Item #401 **Case No. A1-045611, Nevada Classified School Employees Association, Chapter 8 vs. Pershing County School District and Pershing County Board of School Trustees (12/13/96).**

Dismissed pursuant to Board's determination that prior election was valid and that only one election can be held in a 12-month period.

Item #402 **Case No. A1-045613, <u>Nevada State Education Association and Education Support Employees Association vs. Clark County School District and Teamsters, Local No. 14 (12/13/96)</u>.**

Respondent's Motion to Extend Time for Filing Response was granted.

Item #402A **Case No. A1-045613, <u>Nevada State Education Association and Education Support Employees Association vs. Clark County School District and Teamsters, Local No. 14 (1/16/97)</u>.**

Respondent's Motion to Extend Time for Filing Response was granted.

Item #402B **Case No. A1-045613, <u>Nevada State Education Association and Education Support Employees Association vs. Clark County School District and Teamsters, Local No. 14 (4/25/97)</u>.**

Board denied the Motion to Compel Production of documents filed by NSEA relating to authorization cards, as part of Teamsters Applications for Recognition. Ordered a review by the Labor Commissioner of the authorization cards and compare with Clark County School District's employee lists. It was further ordered all issues to be scheduled for Hearing.

Item #402C **Case No. A1-045613, <u>Nevada State Education Association and Education Support Employees Association vs. Clark County School District and Teamsters, Local No. 14 and Case No. A1-045623, Teamsters, Local No. 14 vs. Clark County School District and Nevada State Education Association and Education Support Employees Association, Intervenors (7/10/97)</u>.**

The Board denied Clark County School District's Motion to Dismiss; granted NSEA's Petition to Intervene; denied request for Pre-Hearing Conference before the Board and ordered a Pre-Hearing Conference with the Commissioner.

Item #402D **Case No. A1-045613, <u>Nevada State Education Association and Education Support Employees Association vs. Clark County School District and Teamsters, Local No. 14 and Case No. A1-045623, Teamsters, Local No. 14 vs. Clark County School District and Nevada State Education Association and Education Support Employees Association, Intervenors (8/25/97)</u>.**

The Board denied NSEA's Motion for Summary Judgement.

Item #402E **Case No. A1-045613, Nevada State Education Association and Education Support Employees Association vs. Clark County School District and Teamsters, Local No. 14 and Case No. A1-045623, Teamsters, Local No. 14 vs. Clark County School District and Nevada State Education Association and Education Support Employees Association, Intervenors (10/23/97).**

The two Applications for Recognition filed by Teamsters, Local 14 and the Request for Declaratory Order were withdrawn pursuant to the Stipulations of the parties.

Item #403 **Case No. A1-045614, Clark County Classroom Teachers Association vs. Clark County School District and William Partier (2/14/97).**

Complaint dismissed pursuant to Board's determination that conduct alleged in Complaint did not constitute a violation of NRS 288.270 (1).

Item #404 **Case No. A1-045615, Adriene Smith vs. Humboldt County School District (2/14/97).**

Complaint dismissed pursuant to Board's determination that conduct alleged in complaint did not constitute a violation of NRS 288.270 (1).

Item #405 **Case No. A1-045620, NCSEA, Chapter 2 vs. Washoe County School District and Board of School Trustees (4/25/97).**

Complaint dismissed pursuant to Complainant's request to withdraw complaint.

Item #406 **Case No. A1-045616, Carson-Tahoe Hospital and Teamsters, Local 533 (4/25/97).**

Board ordered hearing to be conducted on Application for Recognition.

Item #406A **Case No. A1-045616, Carson-Tahoe Hospital and Teamsters, Local 533 (9/8/97).**

Complaint dismissed pursuant to Stipulation to Dismiss filed by the parties.

Item #407 **Case No. A1-045618, Michael C. Thomas vs. City of North Las Vegas and North Las Vegas Police Officers Association (5/1/97).**

Complaint alleges charges best resolved through the collective bargaining agreement grievance/arbitration process. Board remanded back to the parties without ruling on the merits of the case.

Item #408 **Case No. A1-045625, Natividad Alons vs. Clark County Library District (6/20/97).**

Board determined complaint failed to state cause upon which relief can be granted under NRS 288.

Item #409 **Case No. A1-045622, Clark County Classroom Teachers Association vs. Clark County School District; Brian Cram and Edward Goldman (7/31/97).**

Board denied Respondent's Motion to Dismiss.

Item #409A **Case No. A1-045622, Clark County Classroom Teachers Association vs. Clark County School District; Brian Cram and Edward Goldman (1/6/98).**

Board granted the unopposed Motion to Enlarge Time to File Prehearing Brief.

Item #409B **Case No. A1-045622, Clark County Classroom Teachers Association vs. Clark County School District; Brian Cram and Edward Goldman (9/10/98).**

Complaint alleged twelve separate causes of action, two of which CCCTA later withdrew. The Cross Complaint alleged three separate causes of action. The Board found that the Complainant failed to meet their burden of proof and dismissed the Complaint.

Item #410 **Case No. A1-045592, Nevada Classified School Employees Association, Chapter 7 vs. Lyon County School District (7/31/97).**

Complaint dismissed pursuant to Stipulation to Dismiss filed by the parties.

Item #411 **Case No. A1-045596, Washoe County School District vs. Nevada Classified School Employees Association (7/31/97).**

Complaint dismissed pursuant to Stipulation to Dismiss filed by the parties.

Item #412 **Case No. A1-045612, Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO vs. Clark County Health District (8/7/97).**

Complaint dismissed pursuant to Stipulation to Dismiss filed by the parties.

Item #413 **Case No. A1-045624, Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO vs. Clark County Health District (8/7/97).**

Complaint dismissed without prejudice. The Board recommended the parties proceed with remedies under collective bargaining agreement.

Item #414 **Case No. A1-045606, Kingsbury General Improvement District vs. Stationary Engineers, Local 39 (8/22/97).**

Complaint alleged failure to bargaining in good faith by Union. Board determined that Complainant failed to meet its burden of proof. The Complaint was dismissed.

Item #415 **Case No. A1-045626, Reno Police Protective Association vs. Reno Police Department, City of Reno (11/12/97).**

Complaint alleged charges more appropriately resolved through the collective bargaining agreement grievance/arbitration process. Board remanded issue(s) back to parties without ruling on the merits.

Item #415A **Case No. A1-045626, Reno Police Protective Association vs. Reno Police Department, City of Reno (8/25/99).**

The Board ordered the parties to file the applicable document mandated in Item #415, as a reasonable time period has elapsed for which the complainant should have diligently pursued its complaint herein. The Board further ordered that should the parties fail to file any document regarding the status of grievance-arbitration process, this matter will be immediately dismissed.

Item #415B **Case No. A1-045626, Reno Police Protective Association vs. Reno Police Department and City of Reno (2/29/00).**

Officers were disciplined for off-duty conduct. The collective bargaining agreement was silent regarding such discipline. Existing simultaneously to the collective bargaining agreement was a past practice, known as the Robertson Criteria, that was used to determine whether discipline should be administered for certain off-duty conduct by an officer. The Board found that the City unilaterally changed terms and conditions of employment, which are mandatory subjects of bargaining when it disciplined officers without applying the aforementioned criteria. [Supreme Court upheld Board's decision.]

Item #415C **Case No. A1-045626, Reno Police Protective Association vs. Reno Police Department and City of Reno (3/28/00).**

Board ordered parties to file an amended application for costs and fees.

Item #415D **Case No. A1-045626, Reno Police Protective Association vs. Reno Police Department and City of Reno (5/2/01).**

After deliberation on the amended application for costs and fees, the Board ordered Respondent to pay Complainant $6,269.50 for costs and fees.

Item #416 **Case No. A1-045628, Operating Engineers, No. 3 vs. Storey County and Storey County Sheriff's Office (11/12/97).**

The Board denied Respondent's Motion to Dismiss.

Item #416A **Case No. A1-045628, Operating Engineers, No. 3 vs. Storey County and Storey County Sheriff's Office (3/18/99).**

Complaint dismissed pursuant to the Stipulation of the parties.

Item #417 **Case No. A1-045619, Washoe County School Police Officer's Association vs. Washoe County School District and Washoe County Board of School Trustees (12/17/97).**

Complaint dismissed pursuant to stipulation of the parties.

Item #418 **Case No. A1-045630, Clark County Classroom Teachers Association vs. Clark County School District and Brian Cram and Edward Goldman (12/17/97).**

The Complaint alleged charges more appropriately resolved through the collective bargaining agreement grievance/arbitration process. Board remanded issue(s) back to parties without ruling on the merits.

Item #418A **Case No. A1-045630, Clark County Classroom Teachers Association vs. Clark County School District; Brian Cram & Edward Goldman (3/23/98).**

The Board granted the Petition for Rehearing limiting the issues to whether the collective bargaining agreement requires the parties to pay full PERS contributions after June 29,1997, and whether the District bargained in bad faith by taking a contrary position.

Item #418B **Case No. A1-045630, Clark County Classroom Teachers Association vs. Clark County School District; Brian Cram & Edward Goldman (11/4/98).**

Complaint dismissed pursuant to stipulation of parties.

Item #419 **Case No. A1-045629, Michael C. Thomas vs. City of North Las Vegas and North Las Vegas Police Officers Association (12/17/97).**

Complaint dismissed pursuant to Board's determination that Complainant failed to state a claim upon which relief can be granted under NRS 288.

Item #420 **Case No. A1-045632, Las Vegas Constable's Office vs. Las Vegas Constables Association (1/6/98).**

Board ordered a hearing to address Petitioners Motion to Withdraw Recognition.

Item #420A **Case No. A1-045632, Las Vegas Constable's Office vs. Las Vegas Constables Association (2/25/98).**

The Board holds that a local government employer may not withdraw recognition from an employee association until after a reasonable time period for bargaining has passed.

Item #421 **Case No. A1-045636, <u>Las Vegas-Clark County Library District vs. General Sales Drivers, Delivery Drivers and Helpers, Teamsters Local Union No. 14 (1/6/98)</u>.**

The Board granted Petitioner's request for hearing to challenge the sufficiency of the application for recognition.

Item #421A **Case No. A1-045636, <u>Las Vegas-Clark County Library District vs. General Sales Drivers, Delivery Drivers and Helpers, Teamsters Local Union No. 14 (2/25/98)</u>.**

Pursuant to Petitioner's letter to withdraw request for hearing, the Board dismissed this case.

Item #422 **Case No. A1-045633, <u>Anthony R. Russo vs. Phil Gervasi (2/12/98)</u>.**

The Board determined that Complainant lacked standing pursuant to NRS 288.170 and dismissed the complaint.

Item #423 **Case No. A1-045634, <u>Peggy McElrath vs. Clark County School District (2/12/98)</u>.**

The Complaint dismissed pursuant to Board's determination that the Complaint was untimely, and that McElrath lacked standing as she was retired from the District at the time the grievance was filed.

Item #424 **Case No. A1-045631, <u>International Brotherhood of Teamsters, Local 533 vs. City of Fallon (3/18/98)</u>.**

The Board found that while the City's action in withdrawing its agreement to final and binding arbitration of all grievances, including disciplinary grievances may normally have constituted bad faith bargaining, the parties' subsequent agreement to submit the undisputed portions of the Agreement for ratification, and to resolve thereafter this issue rendered the Complaint moot.

Item #424A **Case No. A1-045631, <u>International Brotherhood of Teamsters, Local 533 vs. City of Fallon (9/10/98)</u>.**

Pursuant to the Board's findings, the Board ordered the parties to submit data in support of their respective positions on whether the parties had agreed to resolve their dispute in a forum other than before the Board.

The Board found that the City did agree that all grievances may be submitted to final and binding arbitration; the City did not present sufficient reason for withdrawing its agreement; therefore the City engaged in a prohibited practice. The Board ordered the City to cease and desist from failing and refusing to execute, implement and comply with the terms of the collective bargaining agreement. [District Court remanded case back to EMRB as Decisions were invalid.]

Item #424B **Case No. A1-045631, <u>International Brotherhood of Teamsters, Local 533 vs. City of Fallon (3/28/00)</u>.**

Board ordered parties to submit briefs on the sole issue of alleged bad faith bargaining pursuant to remand from District Court.

Item #424C **Case No. A1-045631, <u>International Brotherhood of Teamsters, Local 533 vs. City of Fallon (6/30/00)</u>.**

Board ordered that the acts of the City's negotiator did not constitute bad faith bargaining on the part of the city. Board dismissed complaint with prejudice.

Item #425 **Case No. A1-045638, <u>Ronald Lee Washington vs. Nevada Service Employees Union, SEIU Local 1107 and Clark County (5/20/98)</u>.**

Complaint dismissed due to lack of jurisdiction as all issues were resolved pursuant to the collective bargaining agreement. [This case was appealed to District Court and dismissed.]

Item #426 **Case No. A1-045642, <u>Clark County vs. Clark County Fire Fighters Union Local 1908 (5/20/98)</u>.**

Complaint dismissed pursuant to Complaint's request to withdraw the complaint.

Item #427 **Case No. A1-045640, <u>Operating Engineers, Local No. 3 vs. City of Elko (5/20/98)</u>.**

Complaint dismissed pursuant to Complaint's request to withdraw the complaint.

Item #428 **Case No. A1-045639, <u>Washoe County Teachers Association vs. Washoe County School District (7/21/98)</u>.**

Complaint dismissed pursuant to stipulation of parties.

Item #429 **Case No. A1-045639, <u>Washoe County Teachers Association vs. Washoe County School District (7/21/98)</u>.**

Complaint dismissed pursuant to stipulation of parties.

Item #430 **Case No. A1-045637, <u>Las Vegas Police Protective Association - Metro, Inc. and Christopher Williams vs. Las Vegas Metropolitan Police Department and Sheriff Jerry Keller (8/12/98)</u>.**

Complaint dismissed pursuant to Board's findings that the Complainant's remedy to compel arbitration does not lie with the Board.

Item #431 **Case No. A1-045643, Elko County Classroom Teachers Association vs. Elko County School District (7/21/98).**

Complaint dismissed pursuant to stipulation of parties.

Item #432 **Case No. A1-045609, International Association of Firefighters, Local 1285 vs. City of Las Vegas (7/21/98).**

Complaint dismissed pursuant to stipulation of parties.

Item #433 **Case No. A1-045635, Carson City Employees Association vs. Carson City (9/10/98).**

The Board found that the City must bargain with the Union about any reductions-in-force, lay-offs, employee transfers, or similar effects due to the transfer of the golf course operations. However, the City did not commit a prohibited practice by transferring its golf course operations to a private enterprise or by transferring its golf course employees. [This case was appealed to District Court and dismissed.]

Item #434 **Case No. A1-045644, City of Mesquite vs. Teamsters Local 14 (9/10/98).**

The Board certified the Teamsters Local 14 as the representative for the unit of the non-supervisory employees of City of Mesquite.

Item #435 **Case No. A1-045646, City of Mesquite vs. Mesquite Police Officers (9/10/98).**

Request for hearing dismissed pursuant to the Petitioner's request.

Item #436 **Case No. A1-045649, North Lake Tahoe Fire Protection District vs. IAFF Local 2139 (11/4/98).**

Complaint dismissed pursuant to stipulation of parties.

Item #437 **Case No. A1-045648, Joseph Austin vs. North Las Vegas Police Officers Association, Local 41 (12/10/98).**

Complaint alleged denial of rights by Association. Complaint dismissed pursuant to Board's determination that Complainant lacked standing as he was classified as a retired member of the association.

Item #438 **Case No. A1-045656, University Medical Center of Southern Nevada and Nevada Service Employees Union, Local 1107 (1/20/99).**

The Board certified that the NSEU/SEIU Local 1107 is the exclusive collective bargaining representative for all staff physicians employed by UMC.

Item #439 **Case No. A1-045627, <u>Washoe County Teachers Association vs. Washoe County School District and Debra Feemster (1/20/99)</u>.**

Complaint dismissed pursuant to Stipulation of the parties.

Item #440 **Case No. A1-045647, <u>Nevada Classified School Employees Association, Chapter 2 vs. Washoe County School District and Board of School Trustees (2/20/99)</u>.**

The Board denied Respondent's Motion to Dismiss and Complainant's Motion for Summary Judgement.

Item #440A **Case No. A1-045647, <u>Nevada Classified School Employees Association, Chapter 2 vs. Washoe County School District and Board of School Trustees (6/7/99)</u>.**

Complaint dismissed pursuant to Stipulation of the parties.

Item #441 **Case No. A1-045651, <u>McGill-Ruth Consolidated Sewer and Water General Improvement District vs. Operating Engineers, Local No. 3 and Case No. A1-045653, Operating Engineers, Local No. 3 vs. McGill-Ruth Consolidated Sewer and Water General Improvement District (1/20/99)</u>.**

The Board ordered Case No. A1-045651 and Case No. A1-045653, be consolidated for hearing purposes and the unopposed Motion for Special Appearance is granted.

Item #441A **Case No. A1-045651, <u>McGill-Ruth Consolidated Sewer and Water General Improvement District vs. Operating Engineers, Local No. 3 and Case No. A1-045653, Operating Engineers, Local No. 3 vs. McGill-Ruth Consolidated Sewer and Water General Improvement District (1/20/99)</u>.**

The two issues in this case were a clarification of the proposed bargaining units and whether a prohibited practice occurred when the employer ceased negotiations pending resolution of the first issue. The Board found that no prohibited practice occurred, that the community of interest was best served with two units and clarified which positions belonged in the bargaining unit.

Item #442 **Case No. A1-045654, <u>City of Sparks vs. Operating Engineers, Local No. 3 (1/20/99)</u>.**

The Board determined that the Petition for Unit Modification is denied because Petitioner failed to comply in a timely manner.

Item #442A **Case No. A1-045654, <u>City of Sparks vs. Operating Engineers, Local No. 3 (1/20/99)</u>.**

The Board amended its previous order (Item #442) stating that they determined that the Petition for Unit Modification is denied because Respondent failed to comply in a timely manner.

Item #443 **Case No. A1-045652, Douglas County Professional Education Association vs. Douglas County School District (1/20/99).**

The Board denied Respondent's Motion to Dismiss.

Item #443A **Case No. A1-045652, Douglas County Professional Education Association vs. Douglas County School District (6/7/99).**

The Board denied Complainant's Motion to Dismiss Counterclaim.

Item #443A **Case No. A1-045652, Douglas County Professional Education Association vs. Douglas County School District (12/3/99).**

The Board granted continuance and vacated hearing date. Board further ordered the parties to report to Board within 60 days after conclusion of mediation.

Item #443B **Case No. A1-045652, Douglas County Professional Education Association vs. Douglas County School District (8/21/00).**

Order amended previous Item #443A to reflect correct item number.

Item #443C **Case No. A1-045652, Douglas County Professional Education Association vs. Douglas County School District (9/19/00).**

Pursuant to Stipulation for Dismissal filed by both parties, complaint was dismissed with prejudice with each parties to bear its own costs and fees.

Item #444 **Case No. A1-045655, North Las Vegas Police Officers Association vs. City of North Las Vegas (2/12/99).**

The Board denied the Respondent's Motion to Dismiss Complaint for Failure to State a Claim Upon Which Relief can be Granted or, in the Alternative, to Strike Portions of the Complaint and For a More Definite Statement and ordered Respondent to file an Answer within 20 days of receipt of order.

Item #444A **Case No. A1-045655, North Las Vegas Police Officers Association vs. City of North Las Vegas (2/12/99).**

Complaint dismissed pursuant to Stipulation of the parties.

Item #445 **Case No. A1-045621, Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO vs. University Medical Center of Southern Nevada; Clark County; and Clark County Department of Personnel (3/18/99).**

Complaint dismissed pursuant to Stipulation of the parties.

Item #446 **Case No. A1-045657, Education Support Employees Association vs. Clark County School District (4/29/99).**

Complaint alleged charges more appropriately resolved through the collective bargaining agreement grievance/arbitration process. Board remanded issue(s) back to parties without ruling on the merits and ordered the parties to report to the Board within 30 days from exhaustion of said remedies whether it should consider hearing any remaining issue(s).

Item #446A **Case No. A1-045657, Education Support Employees Association vs. Clark County School District (8/25/99).**

The Board granted Complainant's Motion to Amend Complaint and ordered Respondent to respond within 20 days from receipt of the order.

Item #446B **Case No. A1-045657, Education Support Employees Association vs. Clark County School District (12/9/99).**

The Board denied Respondent's Motion to Dismiss Second Amended Complaint and ordered Respondent to Answer the Second Amended Complaint within 10 days from date of the order.

Item #446C **Case No. A1-045657, Education Support Employees Association vs. Clark County School District (2/9/00).**

Board denied District's Motion for Reconsideration and ordered District to file an answer to the Second Amended Complaint.

Item #446C **Case No. A1-045657, Education Support Employees Association vs. Clark County School District (7/31/00).**

Pursuant to Stipulation for Dismissal filed by both parties, complaint was dismissed with prejudice with each side to bear its own costs and fees.

Item #446D **Case No. A1-045657, Education Support Employees Association vs. Clark County School District (8/21/00).**

Order amended previous Item #446C to reflect correct item number.

Item #447 **Case No. A1-045658, City of Sparks vs. Operating Engineers, Local No. 3, of the International Union of Operating Engineers, AFL-CIO (4/29/99).**

The Board requested briefs be filed within 30 days of the order, addressing two issues. Whether the "community of interest" for all employees represented by the union employed with the City of Sparks require bargaining units to remain status quo; or whether in light of the circumstances, it would be in the "community of interest" of all employees for a new bargaining unit to be carved out for the employees of the Truckee Meadows Water Reclamation Facility.

Item #447A **Case No. A1-045658, City of Sparks vs. Operating Engineers, Local No. 3, of the International Union of Operating Engineers, AFL-CIO (9/16/99).**

The Board ordered that the wall-to-wall representation is most appropriate and that the community of interest of all employees would be best achieved through the denial of Respondent's request.

Item #448 **Case No. A1-045650, Truckee Meadows Firefighters, Local 2487, International Association of Firefighters vs. Truckee Meadows Fire Protection District (4/29/99).**

During the hearing, the parties reached an agreement to dismiss the complaint and pursue this matter for declaratory relief on the following two issues. First, whether the substance of the two proposals at issue, the authorized leave and the overtime procedures, are mandatory subjects of bargaining under Chapter 288 of the Nevada Revised Statutes. Second, if either or both of these are mandatory subjects of bargaining, when does the obligation to bargain arise and what are the impasse procedures that would apply.

Item #448A **Case No. A1-045650, Truckee Meadows Firefighters, Local 2487, International Association of Firefighters vs. Truckee Meadows Fire Protection District (7/23/99).**

The parties narrowed the complaint to the two noted under Item #448 and added a third issue. Whether a local government employer has the right to direct employees to work overtime or is overtime a subject of negotiation? The Board determined that the imposition of or scheduling overtime in non-emergency situations and the allocation of overtime among employees are mandatory subjects for bargaining; that existing practices and procedures shall not be unilaterally changed during the term of a collective bargaining agreement; and that the duty to renegotiate a provision in an existing agreement shall not arise during the term of the agreement, any such changes may only be accomplished by mutual consent. [Dissent filed by Vice-Chairperson McKay was of the opinion these issues were management rights.] [District Court upheld Board's decision. Supreme Court dismissed appeal.]

Item #449 **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (4/29/99).**

The Board denied Respondent's Motion to Dismiss and ordered Respondent to file their Answer.

Item #449A **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (8/25/99).**

The Board denied Respondent's Motion for Summary Judgement and/or Motion to Dismiss.

Item #449B **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (10/13/99).**

Pursuant to the Stipulation of the parties, the hearing was continued to a date to be agreed upon by both parties and the Board.

Item #449C **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (12/9/99).**

The Board granted Complainant's Motion to Amend Answer and denied Respondent's Counter Motion to Strike and further ordered the parties to file supplemental prehearing statements.

Item #449D **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (2/23/00).**

Pursuant to the Stipulation to Continue Hearing, the hearing was continued to a later date to be set by the Board. The parties waived the 90-day requirement found in NRS 288.110(2).

Item #449E **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (3/28/00).**

Pursuant to the Stipulation to Dismiss, complaint was dismissed with prejudice. The Board additionally ordered Complainant to file an application for fees and costs pursuant to their request.

Item #449F **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (4/6/00).**

Board modified previous Item #449E, to reflect that the first cause of action of the complaint was dismissed. Board ordered parties to file supplemental prehearing statements, which was limited to (1) the second cause of action and (2) the issue of attorney's fees and costs. Hearing was scheduled for June 1, 2000.

Item #449G **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (4/27/00).**

Pursuant to Stipulation to Continue Hearing, the hearing was continued to a date to be determined by the Board. The parties were ordered to notify Board by June 30, 2000 of need to reschedule.

Item #449H **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (7/12/00).**

Pursuant to Stipulation to Stay Proceedings, complaint was stayed until August 31, 2000, to allow parties to finalize their agreement. The parties were ordered to notify Board if they failed to resolve.

Item #449I **Case No. A1-045659, North Las Vegas Police Officers Association vs. City of North Las Vegas (12/15/00).**

Pursuant to Stipulation to Dismiss filed by both parties, complaint was dismissed with prejudice with each side to bear its own costs and fees.

Item #450 **In the Matter of the Election by Employees of the Clark County Housing Authority for Representation by the Nevada Service Employees Union, SEIU Local 1107 (8/25/99).**

The Board ordered that the non-supervisory employees had a majority vote to establish a bargaining unit and the supervisory employees did not establish a majority for recognition.

Item #451 **Case No. A1-045660, City of North Las Vegas vs. General Sales Drivers, Delivery Drivers & Helpers, Teamsters, Local Union No. 14 (8/25/99).**

The Board ordered a hearing on the Petition for Recognition and ordered the parties to submit prehearing statements.

Item #451A **Case No. A1-045660, City of North Las Vegas vs. General Sales Drivers, Delivery Drivers & Helpers, Teamsters, Local Union No. 14 (9/16/99).**

Pursuant to the Stipulation of the parties, the hearing date is vacated, and the case is dismissed.

Item #452 **Case No. A1-045661, Reno Police Protective Association vs. Reno Police Department and City of Reno (12/9/99).**

The Board granted Respondent's Motion for Deferral of Proceedings and ordered the parties to report back to the Board within thirty days after completion of their contractual dispute resolution remedies. The Board further ordered Respondent to file a prehearing statement.

Item #452A **Case No. A1-045661, Reno Police Protective Association vs. Reno Police Department and City of Reno (1/30/01).**

The Board granted the parties stipulation to continue hearing and set the hearing date for June 5, 2001.

Item #452B **Case No. A1-045661, Reno Police Protective Association vs. Reno Police Department and City of Reno (2/9/01).**

The Board amended the previous order and set the hearing date for June 12, 2001.

Item #452C **Case No. A1-045661, Reno Police Protective Association vs. Reno Police Department and City of Reno (5/2/01).**

The Board granted the parties stipulation to vacate the pre-hearing conference and the hearing and ordered the parties to report the outcome of mediation to the Board.

Item #452D **Case No. A1-045661, <u>Reno Police Protective Association vs. Reno Police Department and City of Reno (9/19/01)</u>.**

The Board denied the City's Motion for Summary Judgement and ordered a hearing.

Item #452E **Case No. A1-045661, <u>Reno Police Protective Association vs. Reno Police Department and City of Reno (10/18/01)</u>.**

This order was issued to correct the caption on the previous order.

Item #452F **Case No. A1-045661, <u>Reno Police Protective Association vs. Reno Police Department and City of Reno (1/18/02)</u>.**

The Board granted the parties Stipulation for Dismissal without prejudice.

Item #453 **Case No. A1-045662, <u>Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO vs. Clark County and Clark County Office of the County Recorder (12/9/99)</u>.**

The Board denied Respondent's Motion to Dismiss and remanded this matter to the parties to exhaust their remedies under the dispute resolution provisions. The parties are to report the outcome within thirty days after completion of same.

Item #453A **Case No. A1-045662, <u>Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO vs. Clark County and Clark County Office of the County Recorder (4/18/02)</u>.**

The Board granted Complainant's request to withdraw complaint.

Item #454 **Case No. A1-045663, <u>Incline Village General Improvement District vs. Operating Engineers, Local Union No. 3 (12/9/99)</u>.**

The Board ordered oral arguments to be held on the Petition for Declaratory Order and the parties to file prehearing briefs within twenty days.

Item #454A **Case No. A1-045663, <u>Incline Village General Improvement District vs. Operating Engineers, Local Union No. 3 (12/15/99)</u>.**

The Board amended their previous order and ordered a hearing to be held on the Petition for Declaratory Order.

Item #454B **Case No. A1-045663, <u>Incline Village General Improvement District vs. Operating Engineers, Local Union No. 3 (2/29/00)</u>.**

The Board issued a Declaratory Order that the position of Utilities Plant Superintendent has similar responsibilities and authority as found in NRS 288.075 and therefore could not be part of the bargaining unit of his/her employees.

Item #455 **Case No. A1-045665, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3 (12/9/99).**

The Board ordered a hearing to be held on the Petition for Unit Modification with the parties to file prehearing statements.

Item #455A **Case No. A1-045665, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3, and Carson-Tahoe Hospital Employees Association, Intervenor (1/11/00).**

The Board granted the unopposed Petition to Intervene.

Item #455B **Case No. A1-045665, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3, and Carson-Tahoe Hospital Employees Association, Intervenor (6/30/00).**

The Employer petitioned for a determination regarding a group of registered nurses currently included in the CBA with the Association which the Union sought to carve out. The Board determined that registered nurses are a unique employee unit and have a separate community of interest from the rest of the wall-to-wall unit. However, the Union failed to provide clear and convincing evidence that it has a majority of the employees for its proposed bargaining unit.

Item #455C **Case No. A1-045665, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3, and Carson-Tahoe Hospital Employees Association, Intervenor (8/7/00).**

Board denied Union's Petition for Rehearing. Board further rejected Hospital's motion as being inappropriate, pursuant to NAC 288.362.

Item #456 **Case No. A1-045669, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3 (12/9/99).**

The Board ordered a hearing to be held on the Petition for Unit Modification with the parties to file prehearing statements.

Item #456A **Case No. A1-045669, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3, and Carson-Tahoe Hospital Employees Association, Intervenor (1/11/00).**

The Board granted the unopposed Petition to Intervene.

Item #456B **Case No. A1-045669, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3, and Carson-Tahoe Hospital Employees Association, Intervenor (6/30/00).**

The Employer petitioned for a determination regarding a group of respiratory therapists currently included in the CBA with the Association which the Union sought to carve out. The Board determined that respiratory therapists are a unique employee unit and have a separate community of interest from the rest of the wall-to-wall unit. However, the Union failed to provide clear and convincing evidence that it has a majority of the employees for its proposed bargaining unit.

Item #456C **Case No. A1-045669, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3, and Carson-Tahoe Hospital Employees Association, Intervenor (8/7/00).**

Board denied Union's Petition for Rehearing. Board further rejected Hospital's motion as being inappropriate, pursuant to NAC 288.362.

Item #457 **Case No. A1-045645, Reno Police Protective Association vs. Reno Police Department and City of Reno (1/11/00).**

The Complaint alleged the City committed five separate prohibited practices by (1) unilaterally changing hours of work; (2) not allowing Union representation in a meeting; (3) the issuance of an order regarding carrying weapons off-duty; (4) and (5) transferring of officers due to Union activity or involvement.

The Board found as follows for each issue: (1) the Chief failed to bargain regarding the change in time alloted for a lunch break; (2) the meeting was not disciplinary in nature and therefore the Union did not have a right to participate; (3) the Union failed to prove that the order constituted a prohibited practice; (4) that the Union failed to prove that the first transfer was done in retaliation; and (5) the second officer's transfer was done in retaliation for union activity and/or personal or political reasons. [District Court upheld Board's decision. Dismissed by Supreme Court.]

Item #458 **Case No. A1-045666, City of Sparks vs. Operating Engineers, Local No. 3, of the International Union of Operating Engineers, AFL-CIO (1/11/00).**

The Board denied Petition for Recognition stating that the wall-to-wall representation is appropriate; that the community of interest would be best achieved through denial of request for a new, separate bargaining unit; and that the scope of the unit is not a mandatory subject of bargaining and cannot be changed without the consent of the employer.

Item #458A **Case No. A1-045666, City of Sparks vs. Operating Engineers, Local No. 3, of the International Union of Operating Engineers, AFL-CIO (2/9/00).**

Board denied Union's Petition for Rehearing and City's Motion for Attorney's Fees.

Item #459 **Case No. A1-045664, Reno Police Protective Association vs. Reno Police Department and City of Reno (1/14/00).**

The Board granted Respondent's Motion for Deferral of Proceedings and ordered the parties to report back to the Board within thirty days after completion of their contractual dispute resolution remedies after which within 20 days to file prehearing statements.

Item #459A **Case No. A1-045664, Reno Police Protective Association vs. Reno Police Department and City of Reno (9/7/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the complaint with prejudice.

Item #460 **Case No. A1-045672, <u>Reno Police Protective Association vs. City of Reno (1/11/00)</u>.**

The Board denied Complainant's Motion to Expedite Complaint and ordered the parties to file prehearing statements within 20 days.

Item #460A **Case No. A1-045672, <u>Reno Police Protective Association vs. City of Reno (6/30/00)</u>.**

Union alleged prohibited practices by the City in bargaining on several issues including sick leave and in the City's presentation of the agreement to the Council. The Board determined that the delay in presenting the agreement to the council for approval constituted bad faith bargaining. It further determined that it was not bad faith to agree to a benefit for one union while denying the same to another. Finally, it was found that the Union failed to prove that the City acted in bad faith by a member of the negotiating team voicing disapproval of the agreement to the council. [Appealed to District Court and parties stipulated to dismiss.]

Item #460B **Case No. A1-045672, <u>Reno Police Protective Association vs. City of Reno (8/4/00)</u>.**

Board ordered the City to pay to the Association $3,933.20 for fees and $24.38 for reasonable costs incurred.

Item #461 **Case No. A1-045667, <u>John Armstrong vs. City of North Las Vegas; North Las Vegas Police Department; and North Las Vegas Police Officers Association (2/9/00)</u>.**

Board granted Respondents' Motions to Dismiss. [Appealed to District Court and dismissed.]

Item #462 **Case No. A1-045668, <u>White Pine Association of Classroom Teachers vs. White Pine County School District and Superintendent Mark Shellinger; White Pine County School District vs. White Pine Association of Classroom Teachers (2/29/00)</u>.**

Board denied Association's Motion for Summary Judgement, granted the Motion for Leave to File an Amended Answer and Counterclaim, granted the Motion for Leave to File Affirmative Defenses and denied the Motion to Strike.

Item #462A **Case No. A1-045668, <u>White Pine Association of Classroom Teachers vs. White Pine County School District and Superintendent Mark Shellinger; White Pine County School District vs. White Pine Association of Classroom Teachers (8/21/00)</u>.**

Pursuant to Stipulation for Postponement of Hearing, the hearing date was vacated.

Item #462B **Case No. A1-045668, <u>White Pine Association of Classroom Teachers vs. White Pine School District and Superintendent Mark Shellinger (1/22/01)</u>.**

The Board denied the District's request for continuance of the hearing.

Item #462C **Case No. A1-045668, White Pine Association of Classroom Teachers vs. White Pine School District and Superintendent Mark Shellinger (1/30/01).**

Pursuant to the Stipulation and Order of Dismissal filed by the parties, the Board dismissed the Complaint.

Item #463 **Case No. A1-045670, Michael Thomas vs. City of North Las Vegas; North Las Vegas Police Department; and North Las Vegas Police Officers Association (2/9/00).**

Board granted Respondents' Motions to Dismiss. [Appealed to District Court and dismissed.]

Item #464 **Case No. A1-045673, Las Vegas City Employees Protective & Benefit Association vs. City of Las Vegas (2/9/00).**

Board denied City's Motion to Dismiss but remanded the case back to the parties to exhaust their remedies as outlined in their collective bargaining agreement.

Item #464A **Case No. A1-045673, Las Vegas City Employees Protective & Benefit Association vs. City of Las Vegas (6/6/02).**

Board granted the parties Stipulation for Dismissal with prejudice.

Item #465 **Case No. A1-045677, Carson-Tahoe Hospital vs. Operating Engineers, Local Union No. 3 (2/29/00).**

Board denied Union's Petition for Unit Modification and Request for Recognition as Bargaining Representative as being statutory barred by NAC 288.146(2)(a).

Item #466 **Case No. A1-045675, International Union of Operating Engineers, Local Union No. 3 vs. City of Sparks (3/28/00).**

Board granted City's Motion to Dismiss since no response was filed by the Union.

Item #467 **Case No. A1-045674, Douglas County School District vs. Douglas County Professional Education Association (3/28/00).**

Board denied the Motion for Expedited Hearing, Motion to Compel District to Engage in Binding Arbitration, and the Motion to Dismiss Portions of Counterclaim.

Item #467A **Case No. A1-045674, Douglas County School District vs. Douglas County Professional Education Association (5/31/00).**

Board denied Complainant's Motion for Reconsideration.

Item #467B **Case No. A1-045674, Douglas County School District vs. Douglas County Professional Education Association (8/25/00).**

Pursuant to the Stipulation to Continue, the hearing was continued pending ratification of a settlement between the parties. Parties agreed that they have waived their statutory rights under NRS 288.110(2).

Item #467C **Case No. A1-045674, Douglas County School District vs. Douglas County Professional Education Association (12/15/00).**

Pursuant to the Stipulation for Dismissal, the complaint was dismissed with prejudice.

Item #468 **Case No. A1-045679, Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO vs. Clark County and Clark County Department of Public Works and Clark County Department of Human Resources (5/31/00).**

Pursuant to Stipulation for Dismissal, complaint was dismissed.

Item #469 **Case No. A1-045680, Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO vs. University Medical Center and County of Clark Department of Human Resources (6/28/00).**

Board ordered that the complaint be dismissed, without prejudice, due to failure of complainant's to comply with NAC 288.200. Board granted Respondent's Motion to Dismiss. Respondent's Motion to Strike Complainant's Prehearing Statement as being untimely was moot.

Item #470 **Case No. A1-045678, Washoe County Teachers Association vs. Washoe County School District (6/30/00).**

Board granted Petition for Declaratory Order and ordered as follows: (1) that one party requesting strict compliance with the terms of the collective bargaining agreement is not a prohibited unilateral change but is a change in the contents of the workday which is an employers' right under NRS 288.150(3)(c)(2); (2) that there was no waiver of the employer's right by "clear and unmistakable evidence of past conduct" and/or practice, such standard was previously decided by the Board in Item #311.

Item #470A **Case No. A1-045678, Washoe County Teachers Association vs. Washoe County School District (8/4/00).**

Board granted Petition for Rehearing and that hearing would be set pursuant to NAC 288.140(2)(b).

[Item #470B] **Case No. A1-045678, Washoe County Teachers Association vs. Washoe County School District (9/20/00).**

Board denied Complainant's Motion for An Order Requiring Respondent to Maintain Status Quo, because the current status quo is unknown by the Board.

[Item #470C] **Case No. A1-045678, Washoe County Teachers Association vs. Washoe County School District (1/16/01).**

The declaratory order was requested by the Association in response to a proposal by the District to unilaterally implement a change in the length of the workday. The District asserted that this was a management prerogative and did not require negotiations. The collective bargaining agreement provided that "[no] employees shall be required to be on a total schedule including lunch of more than 7.5 consecutive work hours . . ." The teachers affected had worked between 6 and 6.5 hours for a number of years.

The declaratory order and decision affirmed the management prerogative of determining the content of a workday. However, the Board also clarified that past practices deviating from the collective bargaining agreement can become terms and conditions of employment, which would require negotiations to change. The Board ordered the District to negotiate with the Association regarding the proposed changes to the length of workday.

[Item #471] **Case No. A1-045681, International Association of Firefighters, Local 731 vs. City of Reno (6/28/00).**

The Board ordered the Complaint be dismissed with prejudice, as it was not timely filed as required by NRS 288.110(4). The Board further stated that the Petition for Declaratory Order, pursuant to NAC 288.410, will be taken under submission and an order will be rendered unless it is determined that a hearing is needed.

[Item #471A] **Case No. A1-045681, International Association of Firefighters, Local 731 vs. City of Reno (7/31/00).**

The Board denied portion of Petition for Rehearing based on Hallman's complaint. The Board further granted portion of Petition based on City's refusal to bargain over drug testing was a prohibited practice. The Board ordered a hearing be scheduled on the Petition for Declaratory Order on whether drug testing is a mandatory subject for bargaining pursuant to NRS 288.150(2). Should the Board find that drug testing is a subject of mandatory bargaining, the Board will consider the issue of the City's refusal to negotiate.

[Item #471B] **Case No. A1-045681, International Association of Firefighters, Local 731 vs. City of Reno (12/15/00).**

Pursuant to Stipulation for Dismissal, petition was dismissed with prejudice.

Item #472 **Case No. A1-045684, City of Carlin vs. Carlin Police Protective Association (8/4/00).**

Board granted City's Petition to Withdraw Recognition.

Item #473 **Case No. A1-045683, International Union of Operating Engineers, Local Union No. 3 vs. Mount Grant General Hospital (9/20/00).**

Board dismissed Complaint as an election was held and the Board certified that Union is the exclusive collective bargaining representative of employees in bargaining unit.

Item #474 **Case No. A1-045676, International Union of Operating Engineers, Local No. 3 vs. Washoe County, Nevada and Washoe County Employees Association, Intervenor (9/20/00).**

Board granted Petition to Intervene and the Motion to Amend Pre-Hearing Statement. Board ordered that Matthew Gauger be allowed to appear on behalf of the Union.

Item #474A **Case No. A1-045676, International Union of Operating Engineers, Local Union No. 3 vs. Washoe County, Nevada and Washoe County Employees Association (1/16/01).**

Operating Engineers, Local 3 requested a unit modification of an existing unit represented by WCEA. The Board determined the community of interest standard did not support the carve out of this group of employees.
The Board ordered Complainant's request for a new, separate bargaining unit for employees of the Sheriff's Support Services be denied.

Item #475 **Case No. A1-045682, International Brotherhood of Teamsters, Local 14, AFL-CIO and Dennis Graham vs. Clark County School District and Education Support Employees Association (9/20/00).**

Board denied Motion to Dismiss that there are justiciable issues of fact to be determined.

Item #475A **Case No. A1-045682, International Brotherhood of Teamsters, Local 14, AFL-CIO and Dennis Graham vs. Clark County School District and Education Support Employees Association (3/27/01).**

The Board ordered this compliant dismissed pursuant to the Stipulation to Dismiss filed by the parties.

Item #476 **Case No. A1-045685, Reno Police Protective Association vs. Reno Police Department and City of Reno (9/20/00).**

Board granted Motion for Deferral of Proceedings and ordered parties to report back to the Board within 30 days after completion of their contractual dispute resolution remedies.

Item #476A **Case No. A1-045685, Reno Police Protective Association vs. Reno Police Department and City of Reno (6/2/04).**

Board granted Respondents Motion to Dismiss and ordered the Association to pay the City $500.00 in attorney fees for the filing of the motion.

Item #477 **Case No. A1-045671, Reno/Tahoe Airport Police Supervisors Association; Barry Roseman and Frank Fowler vs. Airport Authority of Washoe County (1/30/01).**

The complaint alleged that the Airport terminated two police supervisors in response to their attempts to form an association. The Airport asserted that these employees were fired for misconduct. The Board determined that the employees were wrongfully terminated due to their attempts to form an association of police sergeants. The Board ordered the Airport to reinstate the employees with full back pay and benefits, recognize the Association, immediately begin bargaining, post a notice regarding this decision, and reimburse attorney's fees and costs to the Complainants. [District Court upheld Board's decision.]

Item #477A **Case No. A1-045671, Reno/Tahoe Airport Police Supervisors Association; Barry Roseman and Frank Fowler vs. Airport Authority of Washoe County (3/6/01).**

The Board ordered the Complainants to file Reply Points and Authorities in support of their request for fees and costs.

Item #477B **Case No. A1-045671, Reno/Tahoe Airport Police Supervisors Association; Barry Roseman and Frank Fowler vs. Airport Authority of Washoe County (4/12/01).**

The Board awarded $15,275.00 in attorney's fees and $3,588.79 in costs.

Item #478 **Case No. A1-045687, Rodney Chachere & Dave Leedham vs. Clark County; Earl Greene, Beverly Nelson-Glode & Dale Askew (11/17/00).**

Board denied Petition for Summary Disposition and Declaratory Order and granted Motion for More Definite Statement. Board ordered Complainants to amend their complaint within 20 days.

Item #478A **Case No. A1-045687, Rodney Chachere and Dave Leedham vs. Clark County; Earl Greene, Beverly Nelson-Glode and Dale Askew (2/2/01).**

The Board remanded this case for the parties to exhaust their contractual remedies.

Item #478B **Case No. A1-045687, Rodney Chachere and Dave Leedham vs. Clark County; Earl Greene, Beverly Nelson-Glode and Dale Askew (4/16/01).**

A request for immediate consideration was filed. In review of said request, the Board ordered the parties to file amended pre-hearing statements and to set a hearing on the first available date.

Item #478C **Case No. A1-045687, Rodney Chachere and Dave Leedham vs. Clark County; Earl Greene, Beverly Nelson-Glode and Dale Askew (10/10/01).**

Based upon oral representations of counsel for the Complainants that this matter has been resolved, the Board ordered this case dismissed.

Item #479 **Case No. A1-045686, Nye County Support Staff Organization vs. Nye County School District (12/22/00).**

Board granted Motion to Strike "Petitioner's Reply Brief" and ordered both parties to submit prehearing statements within 20 days.

Item #479A **Case No. A1-045686, Nye County Support Staff Organization vs. Nye County School District (2/9/01).**

A Declaratory Order was requested on the issue of whether job descriptions are a subject of mandatory bargaining. The Board determined that the characterization or title of a document is not determinative of whether it is a mandatory or permissive subject of bargaining. If the document, however titled, contains subjects that are specified as mandatory under NRS 288, then the document is subject to bargaining.

Item #480 **Case No. A1-045689, City of Las Vegas, Nevada vs. Las Vegas Peace Officers Association (12/22/00).**

Board ordered a hearing to be conducted regarding application for recognition on April 10, 2001 and ordered the parties to file prehearing statements within 20 days.

Item #480A **Case No. A1-045689, City of Las Vegas, Nevada vs. Las Vegas Peace Officers Association (3/6/01).**

The Board granted the petition to intervene filed by the Las Vegas Police Protective Association.

Item #480B **Case No. A1-045689, City of Las Vegas, Nevada vs. Las Vegas Peace Officers Association (4/4/01).**

Pursuant to the Stipulation filed by the parties, the Board vacated the set hearing date and retained jurisdiction until an election was held, concluded and the results certified.

Item #480C **Case No. A1-045689, City of Las Vegas, Nevada vs. Las Vegas Peace Officers Association (6/15/01).**

This order certified the election results with LVPOA being certified as the bargaining agent for corrections officers and LVPPA being certified as the bargaining agent for both deputy city marshals and municipal court marshals.

Item #481 **Case No. A1-045688, <u>Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (2/2/01)</u>.**

The Board denied the Motion to Dismiss and ordered the parties to file pre-hearing statements.

Item #481A **Case No. A1-045688, <u>Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (3/6/01)</u>.**

The Board ordered the Motion to Dismiss be denied and the Motion for Leave to Amend Complaint be granted.

Item #481B **Case No. A1-045688, <u>Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (2/12/02)</u>.**

Board granted the Joint Stipulation to extend the time to file post-hearing briefs.

Item #481C **Case No. A1-045688, <u>Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (4/18/02)</u>.**

NBS and the Association are parties to a collective bargaining agreement and such agreement requires notice of a potential reduction in force and/or lay off "because of lack of work or lack of funds." Pursuant to NRS 288.150(2)(v), workforce reduction is subject to mandatory bargaining. No negotiations took place nor any formal notice was sent to the Association. NBS, Inc. is the successor of NBS. NBS, Inc. has approximately 35 employees formerly employed with NBS doing similar work at the same place utilizing the same equipment. Day-to-day supervision, upper management and hierarchy has remained the same.

The Board found that the collective bargaining agreement extends to NBS, Inc. as a true successor employer of NBS' employees and that the alter ego theory is appropriate. That NBS, Inc must continue to recognize the Association as the representative of the employees. That NBS, Inc. and all respondents, are to cease and refrain from the prohibited practices pursuant to NRS 288.110 (2). That the respondents are to immediately restore the aggrieved employees all benefits. That the collective bargaining agreement as it exists will continue until a successor agreement can be negotiated. That complainants are awarded reasonable attorney's fees and costs. [District Court upheld the decision. Appealed to Supreme Court, settled between the parties and dismissed.]

Item #481D **Case No. A1-045688, Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (6/6/02).**

The Board granted the parties Joint Stipulation to extend the time for Complainants' to file their statement of attorney's fees and costs, and statement of damages as well as extending Respondents time to file their oppositions.

Item #481E **Case No. A1-045688, Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (7/23/02).**

The Board granted Complainants' request to extend time to file their statement of damages as well as Respondents time to object to the same.

Item #481F **Case No. A1-045688, Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (10/22/02).**

The Board ordered Employees/Plaintiffs to submit requested documentation regarding employees' statements of damages. The Board further ordered Respondents to pay attorney's fees in the amount of $22,262.50; to pay one-third of the court reporting fees totaling $8,273.75; to pay $4,800.00 for Mr. Merservy; to pay $297.50 for service of process; and to pay all claims for the costs of postage, duplication, runner expenses and facsimile transmissions.

Item #481G **Case No. A1-045688, Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (1/23/03).**

The Board denied Employees/Plaintiffs' request for the Board to seek enforcement of its order by a court based upon the language in NRS 288.110(3), which allows the real party in interest to seek the court's assistance. The Board denied the request for rehearing. The Board rescinded their prior order awarding reimbursement for employees' vacations, sick time and overtime as it would be too speculative. The Board cited the individual awards for each employee.

Item #481H **Case No. A1-045688, Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, a Nevada Corporation, and Dianna Reed as named Plaintiff for NBS Employees vs. City of Las Vegas; Nevada Business Service; Southern Nevada Workforce Investment Board; Southern Nevada Job Training Board; and The Southern Chief Elected Official Consortiums (7/21/05).**

This matter was remanded from District Court. The Board further determined that the City of Las Vegas and NBS are joint employers of employees/complainants and are therefore jointly and severally liable.

Item #482 **Case No. A1-045692, In the Matter of the Request of Las Vegas Metropolitan Police Department to Withdraw Recognition of Police Protective Association as Representative for Certain Members (2/2/01).**

The employer filed a request to withdraw recognition from the existing Association representing Corrections Captains, Lieutenants and Sergeants. The Board ordered the employer and both Associations to file briefs in support or opposition of this request.

Item #482A **Case No. A1-045692, In the Matter of the Request of Las Vegas Metropolitan Police Department to Withdraw Recognition of Police Protective Association as Representative for Certain Members (3/6/01).**

The Board set this case for hearing and ordered supplemental briefs specifying witnesses and length of time for hearing.

Item #482B **Case No. A1-045692, In the Matter of the Request of Las Vegas Metropolitan Police Department to Withdraw Recognition of Police Protective Association as Representative for Certain Members (3/30/01).**

Pursuant to the stipulation filed by the parties, the Board vacated the hearing dates and retained jurisdiction until an election be conducted and the results certified.

Item #482C **Case No. A1-045692, In the Matter of the Request of Las Vegas Metropolitan Police Department to Withdraw Recognition of Police Protective Association as Representative for Certain Members (6/15/01).**

The order certified the election results in which the PMSA was certified as the bargaining agent.

Item #483 **Case No. A1-045690, Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, and Dennis Baham, Geraldine Davis, Ginger George & Connie Williams (3/6/01).**

The Board ordered the Motion to Dismiss be denied and remanded the case for the parties to exhaust their contractual remedies. The parties were required to file a status report every thirty days.

Item #483A **Case No. A1-045690, Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, and Dennis Baham, Geraldine Davis, Ginger George & Connie Williams vs. City of Las Vegas (10/10/01).**

The Board vacated its order regarding the filing of status reports.

Item #483B **Case No. A1-045690, Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association, and Dennis Baham, Geraldine Davis, Ginger George & Connie Williams vs. City of Las Vegas (8/22/06).**

Pursuant to the Stipulation for Dismiss, the Board dismissed the complaint with prejudice.

Item #484 **Case No. A1-045691, Larry Rosequist vs. International Association of Firefighters, Local 1908 (3/6/01).**

The Board granted the Motion to Dismiss on the grounds of untimeliness. They found that the parties, in choosing their course of action, excluded the filing of a complaint with this Board in a timely manner.

Item #485 **Case No. A1-045693, Ginger L. George vs. Las Vegas Police Protective Association Metro, Inc. (3/6/01).**

The Board denied the Motion to Dismiss and ordered the Association to file an answer.

Item #485A **Case No. A1-045693, Ginger L. George vs. Las Vegas Police Protective Association Metro, Inc. (8/1/01).**

The Complaint alleged the Association committed a breach of duty of fair representation in regards to complainant's termination after a work related injury. The Board found the Association acted arbitrarily. The Board ordered either back pay proportionate to the difference in pay between the two positions and attorneys' fees and cost; or in the alternative, the parties meet and discuss and determine whether or not to pursue the claim and obtain an appropriate remedy for George.

Item #485B **Case No. A1-045693, Ginger L. George vs. Las Vegas Police Protective Association Metro, Inc. (8/30/01).**

The previous Decision and Order was amended to correct an error in the content of Item #485A.

Item #485C **Case No. A1-045693, Ginger L. George vs. Las Vegas Police Protective Association Metro, Inc. (9/19/01).**

Pursuant to the Application for Attorney's Fees and Costs, the Board awarded $6,335.00 in fees, $2,743.01 in costs, and $8,590.12 in back pay.

Item #486 **Case No. A1-045700, <u>In the Matter of the Request of Las Vegas Metropolitan Police Department to Withdraw Recognition of Police Protective Association as Representative for Certain Members, namely Police Officers I and II, and Corrections Officers I and II (3/6/01)</u>.**

The employer filed a request to withdraw recognition from the existing Association representing Police Officers I and II and Correctional Officer I and II. The Board ordered this matter be set for hearing and ordered the parties to submit prehearing briefs.

Item #486A **Case No. A1-045700, <u>In the Matter of the Request of Las Vegas Metropolitan Police Department to Withdraw Recognition of Police Protective Association as Representative for Certain Members, namely Police Officers I and II, and Corrections Officers I and II (4/12/01)</u>.**

The Board determined that there was sufficient evidence presented to create a good faith doubt as to which association the employees in the bargaining unit supported. The Board ordered a secret ballot election.

Item #486B **Case No. A1-045700, <u>In the Matter of the Request of Las Vegas Metropolitan Police Department to Withdraw Recognition of Police Protective Association as Representative for Certain Members, namely Police Officers I and II, and Corrections Officers I and II (4/13/01)</u>.**

The Board denied the LVPOA's Motion to Suspend Negotiations as the LVPPA is the current established bargaining agent and the NRS statutes require the parties to bargain in good faith throughout the entire process.

Dissent: Where a good faith doubt exists, to permit negotiations to go forward could; (1) be a useless act; (2) give unfair advantage to the incumbent; and (3) anticipate the outcome of the ordered election.

Item #486C **Case No. A1-045700, <u>In the Matter of the Request of Las Vegas Metropolitan Police Department to Withdraw Recognition of Police Protective Association as Representative for Certain Members, namely Police Officers I and II, and Corrections Officers I and II (6/15/01)</u>.**

The order certified the election with the LVPPA retaining the status as exclusive bargaining agent.

Item #487 **Case No. A1-045697, <u>Esmeralda County Classroom Teachers Association vs. Esmeralda County School District and the Esmeralda County Board of School Trustees (4/12/01)</u>.**

Pursuant to the Amended Notice of Dismissal filed by the parties, the Board ordered the case dismissed.

Item #488 **Case No. A1-045698, Las Vegas Police Protective Association Metro, Inc. vs. Police Managers' and Supervisors' Association (5/2/01).**

Pursuant to the Stipulation and Order for Dismissal, the Board ordered the case dismissed.

Item #489 **Case No. A1-045695, White Pine County School District vs. White Pine Association of Classroom Teachers (5/2/01).**

The Board took notice of the parties' prior case dismissed in Item #462C, reminded the parties of their duty to commence negotiations, admonished the parties that they appear to be dangerously close to a prohibited practice and ordered a schedule of the negotiations to be filed with this Board.

Item #489A **Case No. A1-045695, White Pine County School District vs. White Pine Association of Classroom Teachers (8/2/01).**

Pursuant to the Stipulation for Dismissal filed by the parties, the Board dismissed this case.

Item #490 **Case No. A1-045701, Washoe County School District vs. Nevada Classified School Employees Association (6/15/01).**

The Board ordered a hearing be set and the parties to file prehearing statements.

Item #490A **Case No. A1-045701, Washoe County School District vs. Nevada Classified School Employees Association (10/19/01).**

At issue in this case was the structural reorganization of the Human Resources Department and its effect on positions currently included in the bargaining unit. A Counter Petition sought to reclassify some positions currently listed as confidential in the collective bargaining agreement to a non-confidential status.

The Board embraced several NLRB opinions clarifying a confidential employee. It was determined that mere physical location of a position does not make that position confidential. In reviewing all the job descriptions and testimony submitted, only one position was deemed confidential. As to the existing classification, the Board found that the statute provides no affirmative requirement to insert non-confidential employees in the bargaining unit and therefore this determination should be made by mutual agreement of the parties.

Item #491 **Case No. A1-045709, In the Matter of the Humboldt County School District's Objection to Petition for Recognition for Health Assistants (8/2/01).**

Pursuant to the Withdrawal of Objection to Petition for Recognition, the Board dismissed this case.

Item #492 **Case No. A1-045696, Iris Orr vs. County of Clark; University Medical Center and Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO (8/2/01).**

The Complaint alleged the employer and the union denied the employee protected rights by failing to provide the employee with a pre-termination hearing that was requested by the employee and her counsel. The Board found that both the employer and the union knew of the request and that their action and/or inaction precluded the employee from acting on her own behalf with respect to a condition of employment.

The Board ordered the employer to restore all benefits, reimburse back pay and the difference in medical insurance premium. The Board further ordered UMC to either conduct the pre-termination hearing or proceed directly to arbitration; and it ordered the employer and the union to equally reimburse the attorney's fees and costs incurred in bringing this complaint. [District Court upheld Board's decision but reversed its award of back pay and insurance premium benefits. Supreme Court upheld District Court's decision.]

Item #492A **Case No. A1-045696, Iris Orr vs. County of Clark; University Medical Center and Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO (8/30/01).**

The Board denied both Petitions for Rehearing filed by the employer and the union

Item #492B **Case No. A1-045696, Iris Orr vs. County of Clark; University Medical Center and Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO (9/19/01).**

The Board awarded $1,070.39 in costs and $9,656.25 in fees.

Item #492C **Case No. A1-045696, Iris Orr vs. County of Clark; University Medical Center and Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO (10/10/01).**

The Board awarded $4,644.40 in insurance and $31,715.93 in lost wages.

Item #493 **Case No. A1-045708, Humboldt County Support Staff Organization vs. Humboldt County School District and Nevada Classified School Employees Association, Chapter 9 (8/2/01).**

The Board ordered the case be set for hearing and ordered the parties to file prehearing briefs.

Item #493A **Case No. A1-045708, Humboldt County Support Staff Organization vs. Humboldt County School District and Nevada Classified School Employees Association, Chapter 9 (11/15/01).**

An Appeal for Recognition; Petition to Withdraw Recognition was filed by the Organization to effectuate a change in representation for school bus drivers from the existing Association to the new Organization. The issue before the Board was whether the request was timely filed and whether the request complied with the statute. The Board determined that the Association and the District had commenced bargaining for a successor agreement that the Petition failed to meet the window periods established by NAC 288.146.

The Board ruled the Organization failed to meet its burden of proof for recognition and denied the Organization's appeal and petition.

Item #494 **Case No. A1-045712, In the Matter of the Petition for Recognition by the Clark County Deputy Sheriff Bailiffs Association, F.O.P., Local #1 (8/2/01).**

The Board order the case set for hearing and ordered the parties to file prehearing statements.

Item #494A **Case No. A1-045712, In the Matter of the Petition for Recognition by the Clark County Deputy Sheriff Bailiffs Association, F.O.P., Local #1 (10/10/01).**

The Board dismissed the case due to the failure of the Association to prosecute its claim for recognition since the attorney for the Association failed to file any of the required briefs.

Item #495 **Case No. A1-045706, Las Vegas Metropolitan Police Department vs. Las Vegas Police Protective Association Metro, Inc., and Christopher Williams (9/19/01).**

The Board granted the Respondents' Motion to Dismiss.

Item #496 **Case No. A1-045707, Clark County School District vs. Clark County Education Association, Clark County Education Association Welfare Benefit Trust (9/19/01).**

The Board denied both Motion(s) to Dismiss filed and ordered the Respondents to file their answers.

Item #496A **Case No. A1-045707, Clark County School District vs. Clark County Education Association, Clark County Education Association Welfare Benefit Trust (3/19/02).**

The Board granted the stipulation filed by the parties to vacate the hearing date and ordered parties to report to the Board within 30 days of the conclusion of arbitration.

Item #496B **Case No. A1-045707, Clark County School District vs. Clark County Education Association, Clark County Education Association Welfare Benefit Trust (11/15/02).**

The Board granted the stipulation filed by the parties to dismiss the complaint with prejudice.

Item #497 **Case No. A1-045710, Clark County School District vs. Education Support Employees Association (9/19/01).**

The Board denied the Motion to Dismiss and ordered the answer be filed.

Item #497A **Case No. A1-045710, Clark County School District vs. Education Support Employees Association and Education Support Employees Association vs. Clark County School District (8/4/04).**

The Board dismissed the Complaint and Counter Complaint pursuant to the parties stipulation.

Item #498 **Case No. A1-045713, Las Vegas Police Protective Association Metro, Inc. vs. City of Las Vegas and Las Vegas Peace Officers Association (9/19/01).**

The Board granted the Petition to Intervene filed by LVPOA and ordered the parties to file prehearing statements.

Item #498A **Case No. A1-045713, Las Vegas Police Protective Association Metro, Inc. vs. City of Las Vegas and Las Vegas Peace Officers Association (3/20/02).**

An election was previously conducted and such results were certified by the Board where it was determined that the LVPOA was the appropriate representative of the Corrections Officers and the LVPPA was the appropriate representative for the Marshals. The LVPPA filed a Complaint for Declaratory Order to determine whether there should be two separate units from what was previously one bargaining unit.

The Board found that Municipal Court Marshals and Deputy City Marshals should be "carved out" from the LVPOA and be represented by the LVPPA. The correction officers shall be represented by the LVPOA.

Item #499 **Case No. A1-045699, Nevada Classified School Employees Association, Chapter 2 vs. Washoe County School District and Washoe County Board of School Trustees (9/26/01).**

Pursuant to the Stipulation for Dismissal filed by the parties, the Board dismissed the case.

Item #500 **Case No. A1-045703, International Association of Fire Fighters, Local 1285 vs. City of Las Vegas, Nevada (10/16/01).**

Pursuant to the Stipulation for Dismissal filed by the parties, the Board dismissed the case.

Item #501 **Case No. A1-045704, Police Managers and Supervisors Association, Inc. vs. Las Vegas Metropolitan Police Department and Las Vegas Police Protective Association Metro, Inc. (10/18/01).**

The Board granted the Petition to Intervene filed by LVPPA and ordered the employer to file an answer and all parties to file prehearing statements thereafter.

Item #501A **Case No. A1-045704, Police Managers and Supervisors Association, Inc. vs. Las Vegas Metropolitan Police Department and Las Vegas Police Protective Association Metro, Inc. (5/7/02).**

The Board granted the Stipulation received from the parties to dismiss complaint.

Item #502 **Case No. A1-045705, International Association of Fire Fighters, Local 4068 vs. Town of Pahrump, Nevada (10/31/01).**

The Board granted the parties Stipulation for Continuance; Stipulation to Allow Amendment to Complaint.

Item #502A **Case No. A1-045705, International Association of Fire Fighters, Local 4068 vs. Town of Pahrump, Nevada (5/7/02).**

The complaint alleges that the town acted in bad faith in recognizing and negotiating with the Association. Allegedly, negative and threatening remarks were made to discourage membership and a union official terminated for his union activity. Unilateral changes were made to the terms and conditions of employment without negotiations.

The Board found that due to the inexperience of the Town in dealing with employee associations and the recent rapid growth it violated NRS 288 by acting in bad faith. However, the Board found that the Town is now negotiating in good faith and at the time of the hearing was not acting in bad faith. The Board ordered the parties to continue to negotiate in good faith and not to disseminate negotiation information pursuant to the parties' tentative agreement. Further, credible evidence was presented that Holden was fired for reasons other than due to his union activity. The Board may entertain a motion for fees and costs for the Association.

Item #502B **Case No. A1-045705, International Association of Fire Fighters, Local 4068 vs. Town of Pahrump, Nevada (6/18/02).**

The Board ordered Complainant to resubmit their Motion for Attorney's Fees and Costs.

Item #502C **Case No. A1-045705, International Association of Fire Fighters, Local 4068 vs. Town of Pahrump, Nevada (7/30/02).**

The Board granted Complainants attorney's fees in the amount of $6,657.96 and $490.93 as costs.

Item #503 **Case No. A1-045714, Douglas Wayne Slag and Hermogena Canete Slag vs. Clark County Education Association and Clark County School District (11/16/01).**

The Board denied the Association's Motion to Strike Complaint and the Motion for Default and for Sanctions. The District's Motion to Dismiss was denied. Pursuant to NAC 288.278(1), the Board approved Complainant's counsel to appear before the Board in this matter. The Association's Motion to Stay was denied as moot.

Item #503A **Case No. A1-045714, Douglas Wayne Slag and Hermogena Canete Slag vs. Clark County Education Association and Clark County School District (2/13/02).**

Pursuant to NAC 288.278(1), the Board approved Complainant's counsel to appear before the Board in this matter. The Board affirmed its previous order not to dismiss District from the case.

Item #503B **Case No. A1-045714, Douglas Wayne Slag and Hermogena Canete Slag vs. Clark County Education Association and Clark County School District (3/20/02).**

The Board denied both the Association's and the Complainant's Motions for Summary Judgement and ordered hearing to proceed as scheduled.

Item #503C **Case No. A1-045714, Douglas Wayne Slag and Hermogena Canete Slag vs. Clark County Education Association and Clark County School District (4/1/02).**

The Board ordered oral arguments be set upon agreement of the parties.

Item #503D **Case No. A1-045714, Douglas Wayne Slag and Hermogena Canete Slag vs. Clark County Education Association and Clark County School District (5/7/02).**

The Board found that Complainants failed to prove a violation of NRS 288.270. Specifically, the Complainant's had an obligation to pay dues after signing the association membership enrollment and dues deduction authorization. [District Court upheld Board's decision.]

Item #504 **Case No. A1-045722, In the Matter of the Petition for Recognition by the Clark County Deputy Sheriff Bailiffs Association, F.O.P., Local #1 (11/15/01).**

The Board ordered the case to be set for hearing and ordered the parties to file prehearing briefs.

Item #504A **Case No. A1-045722, In the Matter of the Petition for Recognition by the Clark County Deputy Sheriff Bailiffs Association, F.O.P., Local #1 (5/7/02).**

The Board found that Clark County is not the employer of the justice court bailiffs and as such cannot recognize the Association as the bargaining agent for those employees.

Item #505 **Case No. A1-045727, <u>In the Matter of the Petition for Recognition by the International Brotherhood of Electrical Workers, Local 1245 (11/15/01)</u>.**

The Board ordered the case be set for hearing and ordered the parties to file prehearing briefs.

Item #505A **Case No. A1-045727, <u>In the Matter of the Petition for Recognition by the International Brotherhood of Electrical Workers, Local 1245 (3/19/02)</u>.**

The Board ordered the case dismissed without prejudice pursuant to the request to withdraw objection to application for recognition.

Item #506 **Case No. A1-045730, <u>In the Matter of the Humboldt County School District's Objection to Application for Recognition for Route Bus Drivers (1/18/02)</u>.**

The Board ordered the case dismissed without prejudice pursuant to the withdrawal of objection to Application for Recognition received.

Item #507 **Case No. A1-045716, <u>Washoe County School Police Officers Association vs. Washoe County School District and Washoe County Board of School Trustees (1/18/02)</u>.**

The Board denied the District's Motion to Dismiss and remanded the matter back to the parties for resolution under their collective bargaining agreement.

Item #507A **Case No. A1-045716, <u>Washoe County School Police Officers Association vs. Washoe County School District and Washoe County Board of School Trustees (1/23/03)</u>.**

The Board dismissed complaint with Complainant to bear its own costs and fees and further awarded Respondent $250.00 for attorney's fees pursuant to NRS 288.110(6).

Item #508 **Case No. A1-045729, <u>Airport Authority Operations Professional Association vs. Airport Authority of Washoe County (1/18/02)</u>.**

The Board ordered the case be set for hearing and set a briefly schedule for the parties to follow.

Item #508A **Case No. A1-045729, <u>Airport Authority Operations Professional Association vs. Airport Authority of Washoe County (1/18/02)</u>.**

The Board found that the Association missed their statutory time for requesting and participating in fact finding for fiscal years 2000/2001 and 2001/2002. However, the Association is not precluded from seeking fact finding for fiscal year 2002/2003.

Item #509 **Consolidated Case Nos. A1-045718, A1-045723, A1-045731, <u>Ronald Lee Washington vs. Clark County (1/18/02)</u>.**

The Board consolidated the three cases and ordered the County to file its answer.

Item #509A **Consolidated Case Nos. A1-045718, A1-045723, A1-045731, Ronald Lee Washington vs. Clark County (1/18/02).**

The complainant alleged that the County violated his rights by refusing to deal with him because he was not a union member. The Board ordered that substantial evidence of prohibited practices by Clark County was not proven.

Item #509B **Consolidated Case Nos. A1-045718, A1-045723, A1-045731, Ronald Lee Washington vs. Clark County (6/6/02).**

The Board denied Complainant's Petition for Rehearing; the petition was untimely filed; Mr. Washington was represented by competent counsel; and when asked by Chairman Dicks if his case had been heard "fully and fairly," Mr. Washington replied, "Yes, I do."

Item #510 **Case No. A1-045717, Lyon County Education Association vs. Lyon County School District (3/20/02).**

The school district implemented a pilot School Improvement Plan (SIP) without negotiating with the association over possible changes of work hours and compensation.

The Board ordered the school district to negotiate with the association concerning the SIP's affect on the employees' mandatory subjects of bargaining of working hours and compensation. [Appealed to District Court and dismissed.]

Item #511 **Case No. A1-045719, Bruce Kirby vs. Reno Police Department and City of Reno (2/13/02).**

The Board granted Respondents unopposed motion to dismiss without prejudice.

Item #511A **Case No. A1-045719, Bruce Kirby vs. Reno Police Department and City of Reno (3/20/02).**

The Board granted Complainant's motion to reconsider, denied the motion to dismiss and ordered Respondents to file their answer.

Item #511B **Case No. A1-045719, Bruce Kirby vs. Reno Police Department and City of Reno (1/23/03).**

The Board determined that the Complainant failed to meet his burden of proof that his demotion was improper, and that Respondents did not commit a prohibited labor practice.

Item #512 **Case No. A1-045720, International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO vs. Indian Hills General Improvement District (2/13/02).**

The Board dismissed complaint pursuant to the complainant's notice to withdraw.

Item #513 **Case No. A1-045721, Clark County Association of School Administrators vs. Board of School Trustees of the Clark County School District (2/13/02).**

The Board denied the motion to dismiss without prejudice and ordered the district to file their response to the petition.

Item #513A **Case No. A1-045721, Clark County Association of School Administrators vs. Board of School Trustees of the Clark County School District (1/23/03).**

The Board determined that Dr. Rulffes is a confidential employee and cannot be a member of the bargaining unit of administrators. He is entitled to participate in any plan to provide benefits for administrators represented by CCASA. NRS Chapter 288 does not require any confidential employee to participate in any plan therefore participation in any plan or not is entirely up to the individual. NRS 288.140(2) preserves the right of any employee not a member of the organization to act in his own behalf with respect to any condition of employment. Dr. Rulffes is within his statutory rights to "act for himself" to negotiate his own employment contract. The Clark County School District did not commit a prohibited labor practice as defined by NRS 288.

Item #514 **Case No. A1-045725, Las Vegas Peace Officers Association, Inc. vs. City of Las Vegas (2/13/02).**

The Board dismissed the complaint without prejudice pursuant to NAC 288.210(3).

Item #515 **Case No. A1-045726, Reno Police Protective Association vs. Reno Police Department and City of Reno (2/13/02).**

The Board ordered respondent to file their answer or the Board will grant the relief requested in the complaint.

Item #515A **Case No. A1-045726, Reno Police Protective Association vs. Reno Police Department and City of Reno (3/20/02).**

The Board granted the motion for deferral.

Item #515B **Case No. A1-045726, Reno Police Protective Association vs. Reno Police Department and City of Reno (9/7/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the complaint with prejudice.

Item #516 **Case No. A1-045728, Education Support Employees Association vs. Clark County School District and the Clark County Board of School Trustees and related counterclaim (3/19/02).**

The Board dismissed the complaint and counterclaim pursuant to the stipulation to dismiss and withdraw.

Item #517 **Case No. A1-045724, International Brotherhood of Teamsters, Local 14 vs. Clark County School District (3/20/02).**

The Board denied Respondent's motion to dismiss.

Item #517A **Case No. A1-045724, International Brotherhood of Teamsters, Local 14 vs. Clark County School District and Intervenor Education Support Employees Association (7/23/02).**

The Board granted the petition to intervene and ordered intervenor to file prehearing statement.

Item #517B **Case No. A1-045724, International Brotherhood of Teamsters, Local 14 vs. Clark County School District and Intervenor Education Support Employees Association (10/17/02).**

The Board dismissed the complaint pursuant to the stipulation received from the parties.

Item #518 **Case No. A1-045733, Reno Police Protective Association vs. Reno Police Department and City of Reno (3/20/02).**

The Board granted the motion for deferral and ordered the parties to give a written status report in 6 months.

Item #518A **Case No. A1-045733, Reno Police Protective Association vs. Reno Police Department and City of Reno (9/7/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the complaint with prejudice.

Item #519 **Case No. A1-045734, Reno Police Protective Association vs. Reno Police Department and City of Reno (3/20/02).**

The Board granted the motion for deferral and ordered the parties to give a written status report in 6 months.

Item #519A **Case No. A1-045734, Reno Police Protective Association vs. Reno Police Department and City of Reno (1/5/05).**

The Board dismissed the complaint pursuant to the stipulation received from the parties.

Item #520 **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association (4/18/02).**

The Board denied the Association's motion to dismiss and ordered the Association to file their answer.

Item #520A **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (6/18/02).**

The Board denied the Association's petition for reconsideration and granted the Teamsters and the District's motion to dismiss as to the first and second cause of action, but denied the motions on the third cause of action.

Item #520B **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (7/23/02).**

The Board granted the Association's motion for a bifurcated hearing.

Item #520C **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (9/19/02).**

The Board found that the November 15th letter from Teamsters requesting recognition and indicating it has membership cards to verify its majority status met the definition of "challenge" and the correspondence was within the time limit pursuant to NAC 288.146(2). The Board ordered the hearing proceed as scheduled.

Item #520D **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (9/24/02).**

Local 14 conducted an organizing drive of employees currently represented by ESEA. Pursuant to NAC 288.146, Local 14 presented a proper challenge to the CCSD that it represents a majority of the bargaining unit. Two "mail" boxes of authorization cards were taken to CCSD for the purpose of allowing a count of the cards for verification purposes. Local 14 did not provide a "verified membership list" to CCSD nor was one requested by CCSD. ESEA and Local 14 agreed that the CCSD employees were "legitimately" upset, dissatisfied, and/or disgruntled with ESEA's representation and the financial problems with its health and welfare trust fund.

The Board ordered an election to determine which employee organization would represent a majority of the bargaining unit employees.

Item #520E **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (10/17/02).**

The Board dismissed the counterclaim pursuant to the stipulation to dismiss.

Item #520F **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (1/23/03).**

In Item #520D, the Board ordered the parties to hold an election. However, the parties were unable to agree to all provisions for election agreement and the Board's Commissioner made rulings on three matters which could not be agreed upon. The parties filed an appeal of the Commissioner's determinations and the Board decided as follows:

1) Majority Status plus one. The Board agreed with the Commissioner and will require the votes of a 50% plus one of the employees in the bargaining unit to be obtained before it will be certified.
2) Verified Membership List. The Board determined that no such list is required subsequent to an election and that the Board's certification is sufficient evidence that an organization does represent the employees pursuant to NRS 288.160(4).
3) Campaigning. The Board determined that neither Teamsters Local 14 nor ESEA may have access to District property for campaign purposes. Literature may be handed out in public areas like sidewalks and driveways so long as orderly ingress and egress are not disrupted. Additionally, employees may exchange literature on school property, but only during non-working time in non-working areas.

The Board noted that Nevada is a right-to-work state and that NAC 288.110(5) provides for the option of "non-union" to be placed on the election ballot. Therefore, the Board concluded that an option of "non-union" shall be placed on the ballot to allow all possible options in an election. [Appealed to District Court and Supreme Court, both upheld Board's decision.]

Item #520G **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (4/4/06).**

The Board adopted the Amendment to the Election Agreement and the Election Agreement as drafted and submitted.

Item #520H **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (6/19/06).**

The Board certified the results of the election conducted after reviewing the Tally of Ballots and no timely objections as to the conduct of the election have been filed.

Item #520I **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (9/7/06).**

The Board determined that it has exhausted its jurisdiction in this matter, and that the election results stand as certified. [District Court remanded back to Board.]

Item #520J **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (5/31/07).**

Upon remand from District Court, the Board further found that absent any unfair labor practice or petition from a party, the Board is not authorized by statute to independently assert itself into the matter and act under NRS Chapter 288. The election results leave the situation status quo. [Appealed to District Court.]

Item #520K **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (01/13/12).**

The Board denied a motion to dismiss the case filed by Respondent Education Support Employees Association, who had argued that the matter be dismissed due to inaction on the part of Complainant. The Board disagreed, noting that any inaction was due to the parties having not agreed on the terms for holding a runoff election after the Nevada Supreme Court had remanded the case back for such a runoff election. Therefore, the Board denied the motion and further ordered that the parties shall have no more than 20 days to submit a stipulated election plan or else the Board would proceed with the runoff election under the procedure used for conducting the previous election. The Board further ordered that Teamsters' Motion to Strike Declaration of Michael Dyer was also denied.

Item #520L **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (02/09/12).**

The Board denied Teamsters' motion for an election plan as it was not an agreed-upon alternative election plan as requested by the Board. The Board thereupon ordered that the Commissioner prepare an updated version of the election plan previously used in this matter and to present the plan to the Board at a future meeting.

Item #520M **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (10/24/12).**

The Board approved the election plan as presented by the Commissioner.

Item #520N **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (01/28/13).**

The Board granted the motion of the school district, postponing for the time being the requirement that it prepare and provide an *Excelsior* list for the runoff election.

Item #520P **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (10/21/14).**

The Board approved the election plan for the runoff election as presented by the Commissioner.

Item #520Q **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO vs. Clark County School District and Education Support Employees Association and related counterclaim (02/17/15).**

The Board certified the results of a recently held runoff election. Like the first election, neither Teamsters Local 14 nor ESEA received a majority support from a majority of all the members of the bargaining unit (i.e., a majority of those eligible to vote). The Board then interpreted its rules as not requiring a second runoff election, but in its discretion it then ordered a second discretionary runoff election.

It further stated that it was obvious that the current standard, adopted in 2002, is incapable of answering whether any organization enjoys majority support. The Board then stated that a discretionary send runoff election would be warranted if conducted under a standard likely to produce a meaningful result. Noting that prior to 2002 the Board had always used a "majority of the votes cast" standard, which had been used in a number of elections, the Board interpreted its rules as permitting the Board to infer majority support of the unit as a whole based upon a majority of the votes cast. The Board further noted that this "majority of the votes cast" standard is not only the standard in labor law, but is also the standard used in Nevada's elections in general. Finally, in ordering that the second discretionary runoff election be held under the "majority of the votes cast" standard, the Board called the "majority of the unit" standard, nicknamed the supermajority rule, a failed experiment incapable of any meaningful practical application.

Item #520R **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO v. Clark County School District and Education Support Employees Association and related counterclaim (06/12/15).**

The Board approved the election plan for the second runoff election as presented by the Commissioner.

Item #520S **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO v. Clark County School District and Education Support Employees Association and related counterclaim (08/19/15).**

The Board approved the election plan for the second runoff election as presented by the Commissioner.

Item #520T **Case No. A1-045735, International Brotherhood of Teamsters, Local 14, AFL-CIO v. Clark County School District and Education Support Employees Association and related counterclaim (01/20/16).**

Pursuant to Board's prior order in this matter, Commissioner conducted second discretionary runoff election. Tally indicated International Brotherhood of Teamsters, Local 14, received majority votes. Board overrules opponent's objection and finds election is within authority under the Act.

Item #521 **Case No. A1-045737, <u>Clark County Education Association vs. Clark County School District (4/30/02)</u>.**

The Board denied the Association's Application for a Temporary Restraining Order and Motion for Preliminary Injunction and ordered the parties to file expedited briefs.

Item #521A **Case No. A1-045737, <u>Clark County Education Association vs. Clark County School District (5/7/02)</u>.**

The Board ordered the case to hearing and ordered the parties to file their briefs.

Item #521B **Case No. A1-045737, <u>Clark County Education Association vs. Clark County School District (6/6/02)</u>.**

The Board dismissed the complaint with prejudice pursuant to the Stipulation for Dismissal.

Item #522 **Case No. A1-045702, <u>Police Managers and Supervisors Association, Inc. vs. Las Vegas Metropolitan Police Department (5/7/02)</u>.**

The Board dismissed the complaint pursuant to the stipulation received from the parties.

Item #523 **Case No. A1-045736, <u>Washoe County Sheriff's Supervisory Deputies Association vs. Washoe County Sheriff's Office and Washoe County (5/7/02)</u>.**

The Board dismissed the complaint for failure to serve the Respondents within 5 days after the filing pursuant to NAC 288.080(5).

Item #524 **Case No. A1-045732, <u>Reno Police Protective Association vs. Reno Police Department and City of Reno (7/23/02)</u>.**

The Board continued the hearing scheduled pursuant to the stipulation received.

Item #524A **Case No. A1-045732, <u>Reno Police Protective Association vs. Reno Police Department and City of Reno (6/24/03)</u>.**

The Board dismissed complaint pursuant to the stipulation received from the parties.

Item #525 **Case No. A1-045742, <u>International Union of Operating Engineers, Local 3, AFL-CIO vs. City of Ely (9/20/02)</u>.**

The Board dismissed the complaint pursuant to the request to withdraw.

Item #526 **Case No. A1-045738, <u>Nevada Classified School Employees Association vs. Gateways to Success Charter School (9/20/02)</u>.**

The Board ordered the parties to file briefs on the issue of whether the Board has jurisdiction over said employees and whether the Board has any jurisdiction under NRS Chapter 386.

Item #526A **Case No. A1-045738, <u>Nevada Classified School Employees Association vs. Gateways to Success Charter School (1/22/03)</u>.**

The Board entered a declaratory statement that Gateways to Success Charter School is a separate local government employer from the Churchill County School District. The employees on leave from the school district are covered under the collective bargaining agreement negotiated with the school district up to three years. After three years said employees are no longer covered by the collective bargaining agreement. The Association must seek recognition for the employees of the charter school.

Item #527 **Case No. A1-045740, <u>Erik Holland vs. Nevada Classified School Employees Association, Chapter 2 (10/17/02)</u>.**

The Board dismissed the complaint pursuant to the request to withdraw.

Item #528 **Case No. A1-045741, <u>Jolene Thrall vs. Nevada Classified School Employees Association, Chapter 2 (10/17/02)</u>.**

The Board ordered Respondent to file an answer or the relief requested will be granted.

Item #528A **Case No. A1-045741, <u>Jolene Thrall vs. Nevada Classified School Employees Association, Chapter 2 (6/24/03)</u>.**

The Board dismissed complaint pursuant to correspondence from complainant requesting to withdraw.

Item #529 **Case No. A1-045745, <u>Fallon Peace Officers Association vs. City of Fallon, Nevada (11/26/02)</u>.**

The Board dismissed the complaint pursuant to the unopposed motion to dismiss.

Item #530 **Case No. A1-045749, <u>In the Matter of the City of Sparks' Objection to the Application for Recognition of Employee Organization by Operating Engineers, Local No. 3, AFL-CIO (11/26/02)</u>.**

The Board ordered the parties to file briefs and affidavits in support of their respective positions.

Item #530A **Case No. A1-045749, In the Matter of the City of Sparks' Objection to the Application for Recognition of Employees Organization by Operating Engineers, Local No. 3, AFL-CIO (1/23/03).**

The Board denied the Request for Recognition stating that the subject employees are performing functions of a court in the judicial branch of our government.

Item #531 **Case No. A1-045715, Las Vegas Peace Officers Association, Inc. vs. City of Las Vegas and the City of Las Vegas Detention Services Division (1/22/03).**

The Board dismissed the complaint based upon correspondence received from Respondent that the complaint was settled.

Item #532 **Case No. A1-045739, Washoe County Sheriff's Supervisory Deputies Association vs. Washoe County Sheriff's Office and Washoe County (1/22/03).**

The Board dismissed the complaint based upon communications that the complaint had been settled and a stipulation would be coming. No stipulation was ever received.

Item #533 **Case No. A1-045744, International Union of Operating Engineers, Operating Engineers, Local 3, AFL-CIO vs. Central Dispatch Administrative Authority of Elko (1/22/03).**

The Board dismissed the complaint pursuant to the stipulation received from the parties.

Item #534 **Case No. A1-045711, International Association of Fire Fighters, Local 731 vs. City of Reno (1/22/03).**

The Board dismissed the complaint pursuant to the stipulation received from the parties.

Item #535 **Case No. A1-045743, International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO vs. City of Reno (3/27/03).**

The Board dismissed the case pursuant to correspondence received from petitioner to withdraw the case.

Item #536 **Case No. A1-045748, Nevada Service Employees Union, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (3/27/03).**

The Board dismissed the complaint pursuant to correspondence received from Complainant to withdraw.

Item #537 **Case No. A1-045753, Carson City Employees Association vs. Carson City (3/27/03).**

The Board dismissed the complaint pursuant to correspondence received from Complainant to withdraw.

Item #538 **Case No. A1-045757, Nevada Service Employees Union, Service Employees International Union, Local 1107, AFL-CIO vs. Las Vegas Convention and Visitors Authority (3/27/03).**

The Board dismissed the complaint pursuant to correspondence received from Complainant to withdraw.

Item #539 **Case No. A1-045746, Humboldt County Support Staff Organization vs. Humboldt County School District and the Humboldt County Board of School Trustees (3/27/03).**

The Board dismissed the petition pursuant to the stipulation to dismiss filed by the parties.

Item #540 **Case No. A1-045759, Nevada Service Employees Union, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (3/27/03).**

The Board deferred the matter pending exhaustion of the parties' contractual remedies.

Item #540A **Case No. A1-045759, Nevada Service Employees Union, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (12/9/03).**

The Board denied Respondent's Motion to Dismiss as the Board has the sole jurisdiction to determine NRS 288 claims.

Item #540B **Case No. A1-045759, Nevada Service Employees Union, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (4/20/05).**

Complaint alleges that Respondent violated NRS 288.270(1)(a) and (c) by reassigning courtroom clerk/SEIU steward Connie Kalski.

The Board conducted a hearing and determined that Kalski's transfer from Civil-Criminal Division to the Family Division was not motivated by union animus. She was able to perform her duties as a union steward at the Family Division. There was no change in classification, pay grade, benefits or hours of work. The transfer was due to conflicts Kalski had with several of her coworkers in the Civil-Criminal Division that were of a personal nature and there was an urgent need for additional courtroom clerks in the Family Division. The Board ordered Respondent to post copies of the decision for 30 days and that each party to bear its own attorney's fees and costs.

Item #541 **Case No. A1-045765, Education Support Employees Association vs. Clark County School District (6/4/03).**

The Board determined after hearing oral arguments, that the motion for interim order compelling the district to produce information pursuant to NRS 288.180 is granted.

Item #541A **Case No. A1-045765, Education Support Employees Association vs. Clark County School District (7/21/05).**

The Board dismissed complaint pursuant to Stipulation to Dismiss from the parties.

Item #542 **Case No. A1-045694, Reno Police Protective Association vs. Reno Police Department and City of Reno (6/24/03).**

The Board dismissed the complaint pursuant to the stipulation filed by the parties.

Item #543 **Case No. A1-045751, Washoe County Sheriff's Deputies Association vs. Washoe County Sheriff's Office and Washoe County (6/24/03).**

The Board deferred the complaint pursuant to the stipulation of the parties pending arbitration.

Item #543A **Case No. A1-045751, Washoe County Sheriff's Deputies Association vs. Washoe County Sheriff's Office and Washoe County (1/7/04).**

The Board dismissed the complaint pursuant to the stipulation filed by the parties.

Item #544 **Case No. A1-045752, Airport Authority of Washoe County vs. Reno Airport Fire Fighters Association, Local 2955 (6/24/03).**

The Board dismissed the complaint pursuant to the stipulation to dismiss filed by the parties.

Item #545 **Case No. A1-045762, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (6/24/03).**

The Board dismissed the complaint pursuant to correspondence filed by complainant requesting to withdraw the complaint.

Item #546 **Case No. A1-045750, Las Vegas Police Protective Association Metro, Inc. vs. Las Vegas Metropolitan Police Department (6/24/03).**

The Board dismissed the complaint pursuant to the stipulation to dismiss filed by the parties.

Item #547 **Case No. A1-045756, Thomas E. Fraley, Jr. vs. City of Henderson; Henderson Police Officer's Association (4/2/04).**

Complaint alleges that City of Henderson and HPOA discriminated against complainant due to political or personal reasons or affiliations and that City had promulgated a "Code of conduct" without bargaining with the Association. The City filed a Motion to Dismiss the second claim of good faith bargaining over the "Code of Conduct" and was granted. Additionally, the Board denied a Motion to Defer pending arbitration based on special circumstances or extreme prejudice in light of the inaction of the Association, economic losses and the potential loss of witness evidence.

The Board found that: 1) The City had violated Fraley's rights by their disparate treatment and discipline procedures; 2) The acts of the City (with regard to the IAB charges) appear to be pretextual in nature which establishes an interference of unlawful motivation; and 3) The Association preached its duty of fair representation by its continued refusal to grieve Fraley's complaint.

The Board ordered as follows: 1) That the City ceases and desists its practice of discrimination based on personal animosity immediately reinstate Fraley to the position of Sergeant. 2) That the City reimburse Fraley one-half of the salary he should have received from the date of Fraley's reinstatement, that he was without clean hands and therefore contributed to the situation; 3) That Fraley is awarded attorney's fees and costs to be shared equally among respondents; and 4) That Fraley submit an accounting of fees and costs. [District Court upheld Board's decision regarding the City and reversed decision as to the Association. Appealed to Supreme Court]

Item #547A **Case No. A1-045756, Thomas E. Fraley, Jr. vs. City of Henderson; Henderson Police Officer's Association (4/27/04).**

Board denied City's Petition for Rehearing, but makes corrections to its decision and order as follows: 1) The Board did not intend to use "unclean hands" as in the doctrine of unclean hands in equitable law, but was used in light of facts indicating Fraley may have contributed to his damage; 2) The liability of fees and costs are to be shared between the City of Henderson and the Henderson Police Officers Association instead of "three" respondents; 3) References in Conclusion of Law numbers 5, 6 and 7 should have been made to NRS 288.270(1)(f) rather than NRS 288.270 (1)(b). Board additionally denied the City's Motion for Partial Stay and denied the Motion to Deposit funds.

Item #547B **Case No. A1-045756, Thomas E. Fraley, Jr. vs. City of Henderson; Henderson Police Officer's Association (6/2/04)**

The majority of the Board awarded the sum of $68,000.00 as fees which was reduced based on the Board's thorough review of the accounting and $16,704.04 as costs. A limited concurring opinion was filed stating that an award in the $50,000.00 to $58,000 range should have been awarded.

Item #547C **Case No. A1-045756, Thomas E. Fraley, Jr. vs. City of Henderson; Henderson Police Officer's Association (7/21/05)**

Pursuant to the remand from District Court, the Board found additionally that:
1. Fraley was discriminated against by the City in that his termination was due to ill-will from his supervisors;
2. Fraley's dismissal was an act of discrimination based on personal reasons; and
3. The City failed to rebut any claims that the actions were for legitimate non-discriminatory reasons.

Item #548 **Case No. A1-045758, Anne Woodring vs. Nevada Classified School Employees Association, Chapter 2 (6/24/03).**

The Board dismissed the complaint for failure to prosecute claim pursuant to NAC 288.210(3).

Item #549 **Case No. A1-045760, United We Stand Classified Employees vs. Washoe County School District and NCSEA Washoe Chapter 2 (6/24/03).**

The Board denied the request for recognition for the following reasons: 1) Petitioner failed to provide substantial evidence for a carve out of existing bargaining unit; 2) did not have a "majority" of the employees in the bargaining unit; 3) no evidence was presented to create a good faith doubt as to the bargaining unit's representative; and 4) the local government employer has not withdrawn recognition of the current employee organization.

Item #550 **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson and Henderson Police Department (7/16/03).**

The Board denied the motion to dismiss the police department from this matter. The Board granted the motion for deferral concerning the first cause pertaining to discipline and the second cause pertaining to the code of conduct. The Board denied the motion to dismiss concerning the second cause pertaining to the code of conduct as it is significantly related to the mandatory subjects of bargaining found in NRS 288.150.

Item #550A **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson and Henderson Police Department (8/26/03).**

The Board granted the petition for rehearing in light of the showing of special circumstances or prejudice.

Item #550B **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson; Henderson Police Department and Henderson Police Officer's Association (9/11/03).**

The Board denied the motion to strike the amended complaint stating that the previously filed motion to dismiss is not a responsive pleading. The Board further ordered that the complainant has leave to file the amended complaint.

Item #550C **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson; Henderson Police Department and Henderson Police Officer's Association (9/24/03).**

The Board granted the motion for preliminary injunction in that Kilgore has presented a basis for the injunction and shown a probability of success and irreparable harm. Pursuant to NRS 288.110(2), the Board ordered the City to maintain status quo ante until an administrative decision is issued herein. [Board's jurisdiction to issue injunctions challenged in District Court and Supreme Court. District Court upheld Board's decision and the Supreme Court reversed it.]

Item #550D **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson; Henderson Police Department and Henderson Police Officer's Association (11/14/03).**

The Board denied the motion for separate hearing and the HPOA's motion to dismiss stating that the amended complaint was properly filed and that NAC 288.235 provides the Board with authority to allow a "pleading" to "be amended or corrected".

Item #550E **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson; Henderson Police Department and Henderson Police Officer's Association (12/9/03).**

The Board ordered the HPOA dismissed from the complaint upon the filing of a stipulation entered into by Kilgore and HPOA. The Board further ordered this matter deferred to arbitration with the City agreeing not to further challenge the status quo ante order previously entered and it will continue Kilgore on administrative leave with pay and benefits until the arbitration has been completed and the proceedings before this Board has concluded.

Item #550F **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson, Henderson Police Department and Henderson Police Officer's Association (2/17/04).**

The Board granted the Motion to Place on Calendar and will hear in an expedited fashion.

Item #550G **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson, Henderson Police Department and Henderson Police Officer's Association (3/31/04).**

The Board dismissed part of the Amended Complaint as it pertained to the complainant and HPOA only.

Item #550H **Case No. A1-045763, Steven B. Kilgore vs. City of Henderson and Henderson Police Department (3/30/05).**

The Board ruled that the Complainant failed to provide credible or persuasive evidence that Respondents violated his rights under NRS 288.270(1)(a) and 288.270(1)(f). Kilgore was an 18-year veteran with HPD and in November 1999 he was promoted to Lieutenant. Due to information received regarding Kilgore's absence from duty without leave, the City retained the services of a private investigator that began surveillance of Kilgore on April 19, 2002. Based on the surveillance along with documentary evidence, Kilgore was placed on administrative leave with pay. IAB conducted further investigation and found numerous other violations of HPD Code which included leaving the HPD jurisdiction, using HPD vehicles and property for personal benefit, etc. Kilgore's employment was terminated on September 8, 2003. Kilgore contended that the City discriminated against him because of his protected employee organization activities and personal dislike and/or his personal criticism of the administration of the City and HPD. On November 11, 2002, Kilgore announced his candidacy for HPOA president. Kilgore was elected president on December 4, 2002. Kilgore claimed that the City's actions were in part due to his HPOA-related activities. Additionally, Kilgore alleged that he was discriminated against because he was an outspoken critic of HPD's administration and its policies.

The City established by strong and convincing evidence that Kilgore repeatedly and willfully violated HPD rules which constituted grounds for termination. Kilgore presented no credible or persuasive evidence that the City or its representatives willfully interfered with, restrained or coerced him in the exercise of any right guaranteed under NRS 288 or due to "personal reasons." The Board defined discrimination for "personal reasons" under NRS 288.270(1)(f) as discrimination based on facts other than merit or fitness which are not established by law as disqualification for employment. Non-merit-of-fitness factors would include any type of characteristics, beliefs, affiliations or activities which do not affect an individual's merit or fitness for a particular job.

The Board ordered the injunction previously granted (Item #550C) be lifted and dissolved, that the decision be posted for a period of 30 days, and that each party shall bear its own attorney's fees and costs.

Item #550I **Case No. A1-045763, <u>Steven B. Kilgore vs. City of Henderson and Henderson Police Department (5/10/05)</u>.**

The Board denied Complainant's Motion for Stay of Order Dissolving Injunction and Expedited Setting.

Item #551 **Case No. A1-045764, <u>Esmeralda County Classroom Teachers Association and Mary Jane Zakas vs. Esmeralda County School District, Esmeralda Board of Trustees and Superintendent Curtis Jordan (7/16/03)</u>.**

The Board denied the motion to dismiss.

Item #551A **Case No. A1-045764, <u>Esmeralda County Classroom Teachers Association and Mary Jane Zakas vs. Esmeralda County School District, Esmeralda Board of Trustees and Superintendent Curtis Jordan (9/24/03)</u>.**

The Board denied the renewal of the motion to dismiss and requested the parties to file briefs on the following issues:

1) If it is management's prerogative to eliminate the position of counselor pursuant to NRS 288.150(3), does this Board have any authority to order reinstatement of that position if the underlying reason for the position elimination is a violation of NRS288.270(1)(f); and
2) Does this Board have the authority to order reimbursement of attorney's fees and costs incurred in the District Court proceeding?

Item #551B **Case No. A1-045764, <u>Esmeralda County Classroom Teachers Association and Mary Jane Zakas vs. Esmeralda County School District, Esmeralda Board of Trustees and Superintendent Curtis Jordan (11/5/03)</u>.**

The Board dismissed the complaint pursuant to the stipulation for dismissal filed by the parties.

Item #552 **Case No. A1-045761, <u>Washoe County Sheriff's Deputies Association vs. Washoe County Sheriff's Office and Washoe County (7/17/03)</u>.**

The Board dismissed the portion of the complaint regarding the use and review of emails on the Washoe County computer system unless is pertains to a specific allegation of unfair labor practices. With regard to the defense of deferral for exhaustion of the remedies under the CBA, the Board ordered the parties to address whether deferral is appropriate.

Item #552A **Case No. A1-045761, <u>Washoe County Sheriff's Deputies Association vs. Washoe County Sheriff's Office and Washoe County (8/13/03)</u>.**

The Board determined while deliberating on whether to hear the complaint per NRS 288.110, that Respondent has a right to "inspect, review, audit and monitor employees' computer files" pursuant to County Code Section 5.340. Any allegation in the complaint referring to Respondents' alleged review of any emails is stricken from the complaint unless it is offered in support of Complainant's claims of alleged prohibited labor practices. The Board further ordered that deferral is inappropriate.

Item #552B **Case No. A1-045761, <u>Washoe County Sheriff's Deputies Association vs. Washoe County Sheriff's Office and Washoe County (11/14/03)</u>.**

The Board dismissed the complaint pursuant to the stipulation to withdraw and dismiss filed by the parties.

Item #553 **Case No. A1-045747, <u>Nevada Service Employees Union, Local 1107, Service Employees International Union, AFL-CIO vs. University Medical Center of Southern Nevada (7/17/03)</u>.**

The Board dismissed the complaint upon the parties having reached a "mutually acceptable resolution".

Item #554 **Case No. A1-045767, <u>John Strahan vs. Washoe County Sheriff's Office Supervisory Deputies Association (8/13/03)</u>.**

The Board ordered as follows:

A. The parties are to brief the issue of whether this matter can be stayed pending the complainant's military deployment, including any federal law on this subject:

B. Concerning the statute of limitations issue, the Board requests substantiation that complainant was put on formal notice that the association would "drop" the complainant's grievances prior to the written communication of March 19, 2003.

Item #554A **Case No. A1-045767, <u>John Strahan vs. Washoe County Sheriff's Office Supervisory Deputies Association (9/11/03)</u>.**

The Board stayed the matter during complainant's deployment and denied Respondent's motion to dismiss based on lack of substantiation concerning the "dropping" of the complainant's grievances and the statute of limitations issue.

Item #554B **Case No. A1-045767, <u>John Strahan vs. Washoe County Sheriff's Office Supervisory Deputies Association (1/7/04)</u>.**

Board ordered Respondent to answer complaint based upon its failure to provide substantiation that complainant was put on formal notice that the association would "drop" his grievances.

Item #554C **Case No. A1-045767, <u>John Strahan vs. Washoe County Sheriff's Office Supervisory Deputies Association (3/22/04)</u>.**

The Board ordered the parties to file pre-hearing statements and admonished attorneys that further failure to comply with NRS and NAC Chapter 288 will result in sanctions.

Item #554D **Case No. A1-045767, <u>John Strahan vs. Washoe County Sheriff's Office Supervisory Deputies Association (2/1/06)</u>.**

The Board ruled that the Association failed in its duty of fair representation of the Complainant and awarded attorney's fees and costs. The Board denied Respondent's Motion for Summary Judgment that was made at the time of the hearing. Respondent's Motion was brought on the grounds of res judicata/collateral estoppel, waiver, election of remedies, and the running of the statute of limitations.

Strahan was employed with the Washoe County Sheriff's Office as a Sergeant. In December 1998, Strahan was demoted and received other discipline. Strahan, through the Association, filed a grievance with the Washoe County Sheriff's Office who refused to arbitrate his grievance and the Association failed to compel arbitration in District Court. Strahan brought a civil rights lawsuit in Federal District Court against Washoe County and the Sheriff. Judge McKibben granted Washoe County's summary judgment motion. Strahan initiated a second federal district court proceeding against Washoe County asserting a breach of the collective bargaining agreement which Strahan voluntarily dismissed. Strahan was not advised until March 19, 2003, that the Association was no longer pursuing his grievance.

The Board found that: although Strahan, at the time of initiating this matter, had "retired", the Board retained jurisdiction insofar as the retirement was the result of coercive effects of a prohibited practice; the complaint was filed within the 6-month statute of limitations; it is without discretion to give issue-preclusive effect as to the collateral estoppel of the first federal district court proceeding without proof that the order of Judge Elliot in the Second Judicial District Court has become a final judgment; the Association did not establish that Strahan could have properly asserted a prohibited practices complaint under NRS 288 in Federal District Court; there is no basis for application of the doctrine of election of remedies; the Association's failure to bring an action to compel arbitration was arbitrary and in bad faith. [District Court reversed Board's decision. Appealed to the Supreme Court]

Item #554E **Case No. A1-045767, <u>John Strahan vs. Washoe County Sheriff's Office Supervisory Deputies Association (5/2/06)</u>.**

The Board awarded Strahan $8,400 for attorney's fees and costs.

Item #555 **Case No. A1-045755, <u>Las Vegas Employees' Association and Nenad M. Mirkovic vs. City of Las Vegas (9/24/03)</u>.**

The Board denied the motion to dismiss.

Item #555A **Case No. A1-045755, <u>Las Vegas City Employees' Association and Nenad M. Mirkovic vs. City of Las Vegas (4/27/04)</u>.**

The Board agreed to bifurcate the hearing.

Item #555B **Case No. A1-045755, <u>Las Vegas City Employees' Association and Nenad M. Mirkovic vs. City of Las Vegas (11/4/04)</u>.**

The Board continued the hearing as scheduled pursuant to the stipulation of the parties.

Item #555C **Case No. A1-045755, <u>Las Vegas City Employees' Association and Nenad M. Mirkovic vs. City of Las Vegas (4/20/05)</u>.**

The Board dismissed the complaint pursuant to the Stipulation for dismissal filed by the parties.

Item #556 **Case No. A1-045769, <u>Henderson Police Officers Association vs. City of Henderson (11/5/03)</u>.**

The Board dismissed the complaint pursuant to the stipulation for dismissal filed by the parties.

Item #557 **Case No. A1-045766, <u>International Brotherhood of Electrical Workers, Local 1245 vs. City of Fernley (11/14/03)</u>.**

The Board determined that the complaint was filed outside of the 6-month statute of limitation pursuant to NRS 288.110(4) and as such did not make a determination on the underlying claim of alleged prohibited practices.

Item #558 **Case No. A1-045768, <u>Regina Harrison vs. City of North Las Vegas (11/14/03)</u>.**

The Board granted in part and denied in part the motion to dismiss. This Board lacks jurisdiction to hear a complaint under NRS Chapter 613 and 614; and the portions of the complaint concerning the same are dismissed and therefore the issue of probable cause as argued in the City's motion is "moot". Complainant's alleged Federal violations appear to be properly before the Nevada Equal Rights Commission, therefore the portions of her complaint regarding same are hereby dismissed. Concerning the issue of the statute of limitations and complainant's harassment and discrimination claims, the Board denies the

City's motion to dismiss.

Item #558A **Case No. A1-045768, Regina Harrison vs. City of North Las Vegas (4/27/04).**

The Board dismissed the complaint pursuant to the stipulation filed by the parties.

Item #559 **Case No. A1-045754, Nye County Support Staff Organization vs. Nye County School District (12/9/03).**

The Board found that the school district committed a prohibited labor practice by refusing to bargain with the organization over changes to the employees' insurance benefits and work hours per day. The school district due to budgetary problems, restructured bus routes without negotiating with the organization. As a result of the restructuring the employees' insurance benefits and total hours required per day were significantly impacted, which are matters requiring mandatory bargaining pursuant to NRS 288.150(2).

The Board ordered that the school district immediately bargain in good faith with the organization regarding the impact on hours and benefits to drivers of the restructuring of the bus route. The Board awarded attorney fees and costs to the organization and to submit an accounting for the Board's consideration. [District Court upheld Board's Decision.]

Item #559A **Case No. A1-045754, Nye County Support Staff Organization vs. Nye County School District (2/17/04).**

The Board denied Respondent's Motion to Stay, stating although the decision has been appealed to District Court for review, the Board retains jurisdiction as to fees and costs.

Item #559B **Case No. A1-045754, Nye County Support Staff Organization vs. Nye County School District (3/22/04).**

The Board denied Respondent's "Motion for Reconsideration" as the Board did not find grounds compelling it to revisit the prior order/decision. The Board awarded the sum of $19,500.00 for attorney's fees and $554.77 for costs.

Item #560 **Case No. A1-045770, Jeffrey M. Bott vs. City of Henderson; Henderson Police Department (12/9/03).**

The Board ordered that the evidence is limited to events occurring 6-months prior to the filing of the complaint unless there is subsequent justification to require beyond the 6-month limit to establish a continuing pattern of conduct constituting prohibited labor practices. The Board denied the motion on the issue of failure to exhaust remedies inasmuch as special circumstances and/or prejudice has been shown and denied the motion concerning the issue of statute of limitations.

Item #560A **Case No. A1-045770, Jeffrey M. Bott vs. City of Henderson; Henderson Police Department (7/21/05).**

The Board ruled that the Complainant failed to provide credible or persuasive evidence that Respondents violated his rights under NRS 288.270(1)(a) and 288.270(1)(f).

Bott was hired in March, 1998 and in March, 2001 he was appointed to the K-9 unit. There was no physical agility test at the time of his appointment. In 2002, patrol dogs were added to the K-9 Unit and a physical agility test designed by Swanson. In January 2003, Bott tore a muscle while practicing on the wall of the new agility course and a physician temporarily placed him on light duty. Bott criticized the K-9 Unit's agility course to others which resulted in a written warning for failing to follow HPD's chain-of-command rule. Bott returned to regular duty by March, 2003 and was served with notice of an administrative investigation for failure to attend a training class. Bott was transferred from the K-9 unit to patrol effective March 31, 2003. In August, 2003, Bott submitted a complaint to the City's HR Department alleging harassment, personal discrimination and hostile work environment. The HR Department referred his complaint to the City Attorney's Office due to a conflict. The City Attorney never pursued his complaint.

Bott alleged various instances of discrimination stemming from Swanson's dislike of or animosity toward him relating to his actions in seeking appointment to the K-9 Unit, his criticism of the agility course and his muscle tear from practicing on the course. He further contended that the City's failure to investigate his complaint amounts to interfering with, restraining or coercing an employee in the exercise of his rights.

The City proved that its adverse employment actions were within its prerogative and were taken for legitimate, nondiscriminatory reasons, which included Bott's resistance in responding to calls, in accepting direction from Swanson and changing his schedule without approval from Swanson. Bott failed to demonstrate that the City or its representatives harbored any animosity toward Bott or acted out of improper animus in the handling of his complaint to the HR Department.

The Board ordered that the decision be posted for a period of 30 days, and that each party shall bear its own attorney's fees and costs.

Item #561 **Case No. A1-045771, Ronald C. Averett vs. City of Henderson; Henderson Police Department (12/9/03).**

The Board ordered that the evidence is limited to events occurring 6-months prior to the filing of the complaint unless there is subsequent justification to require beyond the 6-month limit to establish a continuing pattern of conduct constituting prohibited labor practices. The Board denied the motion on the issue of failure to exhaust remedies inasmuch as special circumstances and/or prejudice has been shown. The motion to dismiss is granted concerning claims involving the "Civil Rights Act of 1871 and Title VII of the Civil Rights Acts of 1964" and tort claims.

Item #561A **Case No. A1-045771, Ronald C. Averett vs. City of Henderson; Henderson Police Department (2/17/04).**

The Board granted complainant's Motion for Leave to file an amended complaint.

Item #561B **Case No. A1-045771, Ronald C. Averett vs. City of Henderson; Henderson Police Department (10/11/05).**

The Board granted complainant's Motion to Withdraw as Counsel of Record and to Continue Hearing Date.

Item #561C **Case No. A1-045771, Ronald C. Averett vs. City of Henderson; Henderson Police Department (8/22/06).**

Pursuant to the Stipulation for Dismissal, the Board dismissed the complaint with prejudice.

Item #562 **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (1/7/04).**

The Board denied in part and granted in part Respondents' Motion to Dismiss. The complainant was ordered to file an amended complaint that complies with NAC 288.200. Complainant must confine her amended complaint to the area of law within the Board's jurisdiction. The board ordered that if an individual wishes to intervene in this action that he comply with NAC 288.260 or in the alternative that complainant comply with NAC 288.278 concerning representation. Complainant's Motion to strike fugitive document is denied.

Item #562A **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (2/17/04).**

The Board denied Complainant's Request for Injunctive Relief and Request for Summary or Declaratory Judgment. Complainant was ordered to file a First Amended Complaint due to failure to comply with NAC 288.

Item #562B **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (3/3/04).**

The Board Amended their previous order (Item #562A) to delete the reference on Page 1, line 23 that an answer was filed by the Supervisors.

Item #562C **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (3/3/04).**

The Board denied Mr. Chachere's Petition to Intervene in that he has not complied with

NAC 288.260, as well as denied Complainant's request for summary judgement and supplemental request for injunctive relief as there has been no showing of irreparable harm or likelihood of success on the merits.

Item #562D **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (3/22/04).**

The Board denied Complainant's "Motion for Reconsideration" in that it does not demonstrate that the Board's order is clearly erroneous nor has any different evidence been introduced for consideration by the Board.

Item #562E **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (6/2/04).**

The Board denied Respondents Motion to Dismiss, but did defer the Complaint to exhaust all administrative remedies as outlined in the parties' collective bargaining agreement.

Item #562F **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (9/22/04).**

The Board denied Complainant's "request for rehearing" in that the Complainant has failed to demonstrate that rehearing is warranted and request was not timely filed.

Item #562G **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (9/8/05).**

The Board ordered this matter shall remain deferred and Complainant is to exhaust her contractual remedies. Complainant's "motions" are denied.

Item #562H **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (3/13/07).**

In Item #562G, the Board ordered Complainant to exhaust her contractual remedies. Upon notification from Respondents that Complainant had not pursued her grievances through the appropriate administrative processes, the Board ordered the parties to file a status report or this matter would be dismissed.

Item **Case No. A1-045773, Judith Carpenter vs. Rosemary Vassiliadis, Deputy Director of**

#562I **Aviation; Doris Diaz, Terminal 2 Manager; Bill Klein, Assistant Director/Airside Ops; Christine Santiago, Manager, Airport Employee Services; Kathleen Kirwan, Management Analyst, HR (5/30/07).**

The Board ordered this matter dismissed for want of prosecution.

Item #563 **Case No. A1-045778, Elbert Harris vs. Las Vegas City Employees' Association (1/7/04).**

The Board granted Respondent's Motion to Dismiss.

Item #564 **Case No. A1-045775, Reno Police Protective Association vs. Reno Police Department and City of Reno (2/17/04).**

The Board denied Respondents' Motion for Deferral.

Item #564A THERE WAS NO ORDER ISSUED FOR THIS ITEM NUMBER

Item #564B **Case No. A1-045775, Reno Police Protective Association vs. Reno Police Department and City of Reno (3/21/06).**

Pursuant to the Stipulation for Dismissal, the Board dismissed the complaint with prejudice.

Item #565 **Case No. A1-045779, International Brotherhood of Electrical Workers, Local 1245 vs. City of Fernley (2/17/04).**

The Board granted Respondent's request to file a prehearing statement beyond the deadline.

Item #565A **Case No. A1-045779, International Brotherhood of Electrical Workers, Local 1245 vs. City of Fernley (3/30/05).**

The Board ruled that the Respondent had not violated any provisions of NRS 288, in that the Complainant was not the representative for part-time employees in the city. The bargaining unit is comprised of full-time regular employees. Respondent had no duty to bargain over the composition of the bargaining unit.

Item #566 **Case No. A1-045786, Las Vegas Peace Officers' Association, Inc. vs. City of Las Vegas and the Las Vegas Department of Detention and Enforcement (2/17/04).**

The Board denied Complainant's Motion to Show Cause and request for Restraining Order as any possible financial hardship is not an irreparable harm.

Item #566A **Case No. A1-045786, Las Vegas Peace Officers' Association, Inc. vs. City of Las Vegas and the Las Vegas Department of Detention and Enforcement (6/2/04).**

The Board granted Complainant's Motion to Amend and Supplement the Complaint.

Item #566B **Case No. A1-045786, Las Vegas Peace Officers' Association, Inc. vs. City of Las Vegas and the Las Vegas Department of Detention and Enforcement (2/23/05).**

The Board dismissed the complaint pursuant to the Stipulation for Dismissal filed by the parties.

Item #567 **Case No. A1-045781, Las Vegas Police Protective Association Metro, Inc.; Corrections Officer Christopher Brinkley and Corrections Officer Alan Hirjak vs. Las Vegas Metropolitan Police Department (3/3/04).**

The Board dismissed the complaint pursuant to the stipulation of the parties.

Item #568 **Case No. A1-045782, Education Support Employees Association vs. Clark County School District; Fran Juhasz, Juareen Castillo, Alive Favella, Katie Barmettler and Lleeann Love (3/3/04).**

The Board denied Respondents' Motion to Dismiss and/or in the Alternative, Motion for Summary Judgement.

Item #568A **Case No. A1-045782, Education Support Employees Association vs. Clark County School District; Fran Juhasz, Juareen Castillo, Alive Favella, Katie Barmettler and Lleeann Love (8/4/04).**

The Board granted Complainant's Motion to Amend Complaint.

Item #568B **Case No. A1-045782, Education Support Employees Association vs. Clark County School District; Fran Juhasz, Juareen Castillo, Alive Favella, Katie Barmettler and Lleeann Love (10/11/05).**

The Board ruled against Respondents by not allowing individuals their *Weingarten* rights. In the instances testified to at the hearing, the Board ruled as follows:

1. Paez's representative was present at two investigatory meetings, but was not allowed to participate in the meeting to which both Paez and her representative left both meetings. Paez was given a ten day suspension which the Board reduced to two days.
2. Rubin's representative was not available for an investigatory meeting and he invoked his *Weingarten* rights. Rubin was threatened with punishment for invoking his rights and was given a five day suspension which the Board reduced to one.
3. Williams attended a meeting that he thought was to sign some documents. When he realized that he would be questioned, he invoked his *Weingarten* rights to which he was told he had sufficient notice to arrange representation. The meeting was rescheduled three times due to unavailability of the representative, but the representative was not contacted to attempt to coordinate any dates. Williams was given a five day suspension to which the Board reduced to no suspension.
4. Hand's representative was not available for an investigatory meeting. He attended the meeting, invoked his *Weingarten* rights and was still questioned. The Board ruled that Hand's termination was not a result of his invoking his *Weingarten* rights.

5. Martinez was denied *Weingarten* representation because he was a probationary employee. Martinez had representation with him at a meeting which resulted in his termination due to his absences. The Board ruled that Martinez's termination was not a result of his *Weingarten* rights being violated.

The Board further stated that a local government employee who is represented by an employee organization has the right on request to have a representative present at an investigatory interview that he/she reasonably believes may lead to discipline or which the employer seeks information to enable it to impose discipline. An individual may voluntarily waive their rights to representation. A representative of an employee organization may take an active role in assisting the individual. An employer must not ask or seek to elicit information from the employee who invokes its *Weingarten* rights and may not be disciplined as a result. The employer must make all reasonable efforts to accommodate a conflict in scheduling with the employee organization.

Additionally, an employee organization has a duty to their members to make representatives reasonably available. An employee is not entitled to insist upon a representative of his/her choice, so long as there is competent representation.

Item #569 **Case No. A1-045789, In the Matter of the Request for an Election by the Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO for Employees at the Pershing General Hospital (3/3/04).**

The Board ordered an administrative hearing be held due to the complexity of the case, and instructed the Commissioner to arrange a pre-hearing conference to formulate and simplify such issues as community of interest, classifications of workers, and the correct number of employees to be included in the bargaining unit.

Item #569A **Case No. A1-045789, In the Matter of the Request for an Election by the Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO for Employees at the Pershing General Hospital (6/2/04).**

In light of two motions to allow telephone testimony of witnesses, the Board agreed to schedule the hearing in Lovelock, Nevada.

Item #569B **Case No. A1-045789, In the Matter of the Request for an Election by the Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO for Employees at the Pershing General Hospital (10/27/04).**

The Board conducted a hearing on October 27, 2004. During the course of the hearing the parties reached a settlement agreement agreeing to the terms of an election and the appropriate bargaining unit. The Board dismissed the case and ordered the parties to proceed according to the terms of the stipulation.

Item #570 **Case No. A1-045790, In the Matter of International Union of Operating Engineers, Stationary Engineers, Local 39, Request to Withdraw Recognition (3/3/04).**

The Board granted the Union's request to withdraw recognition.

Item #571 **Case No. A1-045774, International Association of Firefighters, Local 1908 vs. Clark County (3/31/04).**

The Board granted the County's Motion for Deferral of Proceedings. Dissenting Opinion was filed denying Motion for Deferral in that the allegations in the Complaint are those which fall specifically under NRS 288. An arbitrator does not have jurisdiction to hear NRS 288 violations.

Item #571A **Case No. A1-045774, International Association of Firefighters, Local 1908 vs. Clark County (9/22/04).**

The Board dismissed the Amended Verified Complaint pursuant to voluntary dismissal filed by the parties.

Item #572 **Case No. A1-045784, Service Employees International Union, Local 1107, AFL-CIO vs. University Medical Center (3/22/04).**

The Board denied Respondent's Motion to Dismiss.

Item #572A **Case No. A1-045784, Service Employees International Union, Local 1107, AFL-CIO vs. University Medical Center (9/22/04).**

The Board dismissed the Complaint pursuant to correspondence from Complainant requesting to withdraw.

Item #573 **Case No. A1-045788, Education Support Employees Association vs. Clark County School District, Edward Goldman and Business Benefits, Inc. (3/31/04).**

The Board denied Complainant's Motion for an Interim Cease and Desist Order and ordered an expedited hearing. The Complainant was ordered to brief the issue of whether the Board has jurisdiction over Business Benefits, Inc. The Motion to Dismiss as filed by Respondents was also denied.

Item #573A **Case No. A1-045788, Education Support Employees Association vs. Clark County School District, Edward Goldman and Business Benefits, Inc. (6/2/04).**

The Board granted Complainant's Motion for Temporary Stay.

Item #573B **Case No. A1-045788, Education Support Employees Association vs. Clark County School District, Edward Goldman and Business Benefits, Inc. (8/4/04).**

The Board dismissed the complaint as it pertains to Business Benefits, Inc., pursuant to the Voluntary Dismissal, and the Clark County School District pursuant to the Stipulation filed by the parties.

Item #574 **Case No. A1-045791, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Truckee-Carson Irrigation District (4/27/04).**

The Board denied Respondent's Motion to Dismiss as the issue concerning service is now moot.

Item #574A **Case No. A1-045791, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Truckee-Carson Irrigation District (9/22/04).**

The Board denied Respondent's Motion to Dismiss on the grounds that the failure of Complainant to timely file a prehearing statement does not require automatic dismissal. Dissenting Opinion filed stating an inclination to dismiss future cases based on violations of the rules

Item #574B **Case No. A1-045791, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Truckee-Carson Irrigation District (7/21/05).**

The Board dismissed the complaint pursuant to NAC 288.375(3).

Item #575 **Case No. A1-045792, Washoe County Education Association vs. Washoe County School District (4/27/04).**

The Board ordered a briefing schedule on the Petition for Declaratory Order.

Item #575A **Case No. A1-045792, Washoe County Education Association vs. Washoe County School District (9/22/04).**

Petitioner filed for Declaratory Order seeking a determination that teacher evaluations and the procedure for such evaluations are within the scope of mandatory bargaining. The Board ruled that teacher evaluations and the procedures pertaining thereto are subjects of mandatory bargaining. Teacher evaluations directly ties and significantly relates to "discharge and disciplinary procedures," which, pursuant to NRS 288.150(2)(i), is a mandatory subject of bargaining. [District Court reversed Board's decision.]

Item #576 **Case No. A1-045787, Reno Police Protective Association vs. Reno Police Department and City of Reno (6/2/04).**

The majority of the Board granted the Motion for Deferral. Dissenting Opinion stated without additional information, the motion should be denied.

Item #576A **Case No. A1-045787, Reno Police Protective Association vs. Reno Police Department and City of Reno (9/7/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the complaint with prejudice.

Item #577 **Case No. A1-045795, Leon Greenberg vs. Clark County (6/2/04).**

The Board denied Respondent's Motion to Dismiss upon belief that NRS 288.270 (1)(c) may be applicable.

Item #577A **Case No. A1-045795, Leon Greenberg vs. Clark County (8/4/04).**

The Board denied Complainant's Motion for Disclosure and Depositions on the grounds that Complainant has failed to demonstrate that the requested discovery order is warranted.

Item #577B **Case No. A1-045795, Leon Greenberg vs. Clark County (2/23/05).**

The Board granted Complainant's unopposed Motion to Amend Complaint.

Item #577C **Case No. A1-045795, Leon Greenberg vs. Clark County (7/21/05).**

The majority of the Board ruled in favor of Respondent and dismissed Greenberg's complaints with prejudice stating that the Board may dismiss a complaint for lack of probable cause.

Greenberg applied for an Attorney position on three or four different occasions. Each time he was not offered a position. Greenberg alleged in his first complaint that the County's refusal to hire him constituted a violation of NRS 288.270(1)(c) and NRS 288.270(1)(f). In his amended complaint, Greenberg further stated that the refusal to hire him after his initial complaint is a violation of NRS 288.270(1)(d). Greenberg alleged the following as basis for him not getting hired: (1) he listed in his application that he studied labor studies over ten years ago in college; (2) he listed in his application that he had spent more than ten years acting as counsel for employees who have sued their employers; (3) he stated in his application that he has a deep sympathy for the working poor, has feelings that such persons are unfairly treated, disadvantaged and frequently denied justice and that he has devoted his professional work to assisting them; (4) his lack of long term residency or contacts with Clark County, Nevada or the fact that he had not worked for an organization for more than ten years. The Board found that bare suspicion does not support a finding of probable cause. The Board stated that Complainant failed to allege any activity protected under NRS 288.270(1)(c) in that he fails to allege the development or existence of an employee organization.

Vice-Chairman Dicks filed a dissenting opinion stating that some probable cause exists and that he would allow Greenberg's complaint to pursue to the next step.

Item #578 **Case No. A1-045783, Las Vegas Police Protective Association Metro, Inc. and Police Officer John Medlicott vs. Las Vegas Metropolitan Police Department (8/4/04).**

The Board deferred for exhaustion of the parties' contractual grievance remedies.

Item #578A **Case No. A1-045783, Las Vegas Police Protective Association Metro, Inc. and Police Officer John Medlicott vs. Las Vegas Metropolitan Police Department (10/19/05).**

The Board granted Respondent's Motion for Leave to Exceed Thirty Page Limit and denied Respondent's Motion for Summary Judgment.

Item #578B **Case No. A1-045783, Las Vegas Police Protective Association Metro, Inc. and Police Officer John Medlicott vs. Las Vegas Metropolitan Police Department (8/22/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the complaint with prejudice.

Item #579 **Case No. A1-045796, In the Matter of the Request for Recognition Filed by the Justice Court Bailiffs with the Justice Court (8/4/04).**

The Board dismissed request as there is no motion or other form of request upon which the Board may grant relief.

Item #579A **Case No. A1-045796, In the Matter of the Request for Recognition Filed by the Justice Court Bailiffs with the Justice Court (9/22/04).**

The Board granted the Bailiffs Motion for Reconsideration and ordered the Bailiffs to file a formal request for recognition with the Board.

Item #579B **Case No. A1-045796, In the Matter of the Request for Recognition Filed by the Justice Court Bailiffs with the Justice Court (1/5/05).**

The Board granted Respondent's unopposed Motion to Dismiss in accordance with NAC 288.240(6).

Item #580 **Case No. A1-045798, Dennis Baham and Connie Williams vs. Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association (8/4/04).**

The Board denied Respondents Omnibus Motion to Quash and to Dismiss for Insufficiency of Service of Process stating that the failure to timely serve a complaint does not require automatic dismissal.

Item #580A **Case No. A1-045798, Dennis Baham and Connie Williams vs. Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association (10/10/05).**

The Board granted the Joint Stipulation requesting a continuance of the hearing.

Item #580B **Case No. A1-045798, Dennis Baham and Connie Williams vs. Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association (1/11/06).**

Pursuant to the Joint Stipulation for Dismissal, the Board dismissed the complaint with prejudice as it pertains to Connie Williams.

Item #580C **Case No. A1-045798, Dennis Baham and Connie Williams vs. Las Vegas City Employees Benefit and Protective Association aka Las Vegas City Employees Association (3/12/07).**

Pursuant to the Joint Stipulation for Dismissal, the Board dismissed the complaint with prejudice.

Item #581 **Case No. A1-045805, In the Matter of the Objection to Request for Recognition and Request for Hearing by the Incline Village General Improvement District for a Bargaining Unit Represented by Operating Engineers, Local Union, No. 3 (8/4/04).**

The Board granted the District's objection to the request for recognition and dismissed said request based on the failure of the Union to properly fulfill the requirements as set forth in NRS 288.160.

Item #582 **Case No. A1-045780, Elko County Deputy Sheriff's Association vs. Elko County Sheriff's Office and Elko County (9/22/04).**

The Board deferred the matter pending the outcome of the ongoing arbitration pursuant to the stipulation of the parties.

Item #582A **Case No. A1-045780, Elko County Deputy Sheriff's Association vs. Elko County Sheriff's Office and Elko County (9/7/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the complaint with prejudice.

Item #583 **Case No. A1-045799, Mike Rennie vs. County of Nye and Nye County Law Enforcement Association (9/22/04).**

The Board denied the County's motion for summary judgment and granted its motion for more definite statement. Complainant is ordered to file an amended complaint in compliance with NAC 288.200.

Item #583A **Case No. A1-045799, Mike Rennie vs. County of Nye and Nye County Law Enforcement Association (2/23/05).**

The Board granted Respondents' Motion to Dismiss and dismissed Rennie's complaint with prejudice stating that: (1) the Board lacks jurisdiction to determine any constitutional due process claims; (2) Rennie failed to verify his complaint as required by NRS 288.200(2);
(3) Rennie failed to set forth a sufficient statement of facts with reference to legal authority to raise a justiciable controversy; and (4) Rennie failed to demonstrate the existence of probable cause to believe that a violation of NRS 28 occurred.

Item #583B **Case No. A1-045799, Mike Rennie vs. County of Nye and Nye County Law Enforcement Association (4/20/05).**

The Board would not consider Complainant's "Notice of Appeal." NRS Chapter 288 provides no mechanism by which to appeal its own final decision.

Item #584 **Case No. A1-045800, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (9/22/04).**

The Board deferred the complaint for exhaustion of the parties' contractual grievance arbitration remedies.

Item #584A **Case No. A1-045800, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (3/13/07).**

The Board ordered the parties to file a status report or the matter will be dismissed.

Item #584B **Case No. A1-045800, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (5/2/07).**

The Board dismissed the complaint with prejudice based upon the parties failure to comply with the Board's order.

Item #585 **Case No. A1-045801, Donald L. Evans vs. Las Vegas Metropolitan Police Department (9/22/04).**

The Board granted Respondent's motion to dismiss on the grounds that the complaint fails to demonstrate the existence of probable cause to believe that a violation of NRS Chapter 288 has occurred.

Item #586 **Case No. A1-045802, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Pershing General Hospital (9/22/04).**

The Board denied Respondent's motion to dismiss.

Item #586A **Case No. A1-045802, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Pershing General Hospital (1/5/05).**

The Board ordered NCSEA to show cause for why this matter should not be dismissed as moot and/or for lack of standing, pursuant to the results of the election.

Item #586B **Case No. A1-045802, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Pershing General Hospital (2/23/05).**

The Board dismissed complaint due to the failure of NCSEA to file a response to the Board's order in Item #586A.

Item #587 **Case No. A1-045806, Elko County Deputy Sheriff's Association vs. Elko County Sheriff's Office and Elko County (9/22/04).**

The Board denied Respondent's motion to dismiss, but deferred for exhaustion of the parties' contractual grievance arbitration remedies.

Item #587A **Case No. A1-045806, Elko County Deputy Sheriff's Association vs. Elko County Sheriff's Office and Elko County (3/13/07).**

The Board ordered the parties to file a status report or the matter will be dismissed.

Item #587B **Case No. A1-045806, Elko County Deputy Sheriff's Association vs. Elko County Sheriff's Office and Elko County (5/2/07).**

The Board dismissed the complaint with prejudice based upon correspondence received that the matter may be dismissed.

Item #588 **Case No. A1-045804, Cynthia M. Thomas vs. Las Vegas Metropolitan Police Department (2/23/05).**

The majority of the Board granted Respondent's Motion to Dismiss and dismissed the complaint with prejudice by accepting the arbitrator's decision to resolve her complaint. Using the standard set forth in City of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 896, 59 P.3d 1212, 1217 (2002), Thomas failed to show that: (1) the proceedings before the arbitrator were not fair and regular; (2) the parties did not agree to be bound by the arbitrator's decision; (3) the arbitrator's decision was clearly repugnant to the purposes and policies of NRS Chapter 288; (4) the contractual issues before the arbitrator were not factually parallel to the unfair labor practice issues; or (5) the arbitrator was not presented generally with the same facts relevant to resolving the unfair labor practice issues. Thomas failed to demonstrate the existence of probable cause to believe that a violation of NRS 288.270(1)(a) and NRS 288.270 (1)(f) occurred.

Vice-Chairman Dicks filed a dissenting opinion stating Thomas' claim under NRS 288.270(1)(a) should be dismissed but that her claim under NRS 288.270(1)(f) should be pursued. The issue presented to the arbitrator was whether the Respondent had "cause" under the CBA to terminate Thomas. [District Court partially upheld Board's decision. Currently under appeal in Supreme Court.]

Item #589 **Case No. A1-045807, Las Vegas Police Protective Association Metro, Inc. vs. Las Vegas Metropolitan Police Department (11/4/04).**

The Board granted Respondent's motion to dismiss as it was not timely filed as required by NRS 288.110(4).

Item #590 **Case No. A1-045808, Leon Greenberg vs. County of Clark (11/4/04).**

The Board denied Respondent's motion to dismiss based on the Board's belief that NRS 288.270 (1)(c) and/or (f) may be applicable. The Board further consolidated for the purposes of hearing with Case No. A1-045795.

Item #591 **Case No. A1-045809, Lt. James Ketsaa; Lt. Tony York; and Lt. Ken Young vs. Clark County School District (11/4/04).**

The Board denied Respondent's motion to dismiss, but deferred for exhaustion of the parties' contractual grievance arbitration remedies. The Complainants motion for temporary and preliminary injunctive relief is now moot.

Item **Case No. A1-045809, Lt. James Ketsaa; Lt. Tony York; and Lt. Ken Young vs. Clark**

#591A **County School District (3/21/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the complaint with prejudice.

Item #592 **Case No. A1-045810, County of Clark vs. Service Employees International Union, Local 1107 (11/4/04).**

The Board denied Respondent's motion to dismiss in that the complaint appears to be timely filed. The County's request to amend the complaint to include references to specific legal authority is granted.

Item #592A **Case No. A1-045810, County of Clark vs. Service Employees International Union, Local 1107 (9/8/05).**

The Board dismissed the complaint pursuant to the Stipulation for Dismissal filed by the parties.

Item #593 **Case No. A1-045813, Lyon County Education Association vs. Lyon County School District; Natale Lommori and Melinda Johnson (2/23/05).**

The Board denied Respondent's Motion to Dismiss and deferred the matter to the parties for exhaustion of the contractual remedies.

Item #593A **Case No. A1-045813, Lyon County Education Association vs. Lyon County School District; Natale Lommori and Melinda Johnson (9/8/05).**

The Board denied Respondent's Renewal of Motion to Dismiss and Complainant's Motion to schedule a hearing. The Board further ordered Respondent to file its answer and for both parties to file their pre-hearing statements.

Item #593B **Case No. A1-045813, Lyon County Education Association vs. Lyon County School District; Natale Lommori and Melinda Johnson (10/11/05).**

The Board dismissed the complaint pursuant to the Stipulation for Dismissal filed by the parties.

Item #594 **Case No. A1-045772, Service Employees International Union, Local 1107, AFL-CIO vs. Las Vegas Convention and Visitors Authority (11/4/04).**

The Board ordered the parties to meet with the commissioner of the EMRB to review facts related to negotiated definition of bargaining unit composition, consider the community of interest of the employees in the classifications in dispute and then issue a recommendation to the parties to resolve the petition.

Item #594A **Case No. A1-045772, Service Employees International Union, Local 1107, AFL-CIO vs. Las Vegas Convention and Visitors Authority (2/23/05).**

The Board adopted the Commissioner's recommendations as agreed to by the parties and dismissed the petition with prejudice.

Item #595 **Case No. A1-045818, International Brotherhood of Teamsters, Local 14, AFL-CIO and Nye County School District and Nye County Support Staff Organization (1/5/05).**

The Board ordered the parties to file pre-hearing statements in accordance with NAC 288.250.

Item #595A **Case No. A1-045818, International Brotherhood of Teamsters, Local 14, AFL-CIO and Nye County School District and Nye County Support Staff Organization (2/23/05).**

The Board denied NCSSO's Motion to Dismiss/Compel Production of Documents. The Board ordered NCSSO to file its answer to the petition and thereafter file a prehearing statement. NCSSO's Motion to Enlarge Time for Filing Prehearing Statements is moot.

Item #595B **Case No. A1-045818, International Brotherhood of Teamsters, Local 14, AFL-CIO and Nye County School District and Nye County Support Staff Organization (1/11/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the petition with prejudice.

Item #596 **Case No. A1-045816, Carson City Fire Fighters Association, International Association of Fire Fighters, Local 2251 vs. Carson City (1/5/05).**

The Board denied Respondent's Motion to Dismiss and granted its Motion for Deferral.

Item #596A **Case No. A1-045816, Carson City Fire Fighters Association, International Association of Fire Fighters, Local 2251 vs. Carson City (3/30/05).**

The Board dismissed complaint pursuant to the Stipulation to dismiss filed by the parties.

Item #597 **Case No. A1-045811, Douglas County Professional Education Association vs. Douglas County School District (2/23/05).**

The Board denied Respondent's Motion to Dismiss and its request for Attorneys' Fees and Costs.

Item #597A **Case No. A1-045811, Douglas County Professional Education Association vs. Douglas County School District (3/30/05).**

The Board stayed the matter pending the issuance of the hearing officer's report and recommendation.

Item #597B **Case No. A1-045811, Douglas County Professional Education Association vs. Douglas County School District (7/21/05).**

The Board dismissed the complaint pursuant to the Stipulation for Dismissal filed by the parties.

Item #598 **Case No. A1-045814, Airport Authority Employees Association vs. Airport Authority of Washoe County (2/23/05).**

The Board denied the portion of the Respondent's Motion to Dismiss regarding the Board's jurisdiction as to the Association's claims that the Respondent has and continues to discriminate against Michael Johnston. The Board granted the Motion to Dismiss as to the claims that the Respondent's refusal to arbitrate Mr. Johnston's grievance. The Board additionally denied the Complainant's Cross-Motion to Compel Arbitration.

Item #598A **Case No. A1-045814, Airport Authority Employees Association vs. Airport Authority of Washoe County (7/21/05).**

The Board dismissed the complaint pursuant to the Stipulation to Dismiss filed by the parties.

Item #599 **Case No. A1-045817, Las Vegas Police Protective Association Metro, Inc., and Corrections Officer David Devaney vs. Las Vegas Metropolitan Police Department (2/23/05).**

The Board granted the Respondent's Motion to Dismiss as the complaint was not timely filed within the six-month statute of limitations. [District Court affirmed Board's decision.]

Item #600 **Case No. A1-045819, International Union of Operating Engineers, Local 3 vs. Incline Village General Improvement District (2/23/05).**

The Board denied Respondent's Motion to Dismiss.

Item #600A **Case No. A1-045819, International Union of Operating Engineers, Local 3 vs. Incline Village General Improvement District (10/19/05).**

The Board dismissed the complaint pursuant to the Stipulation to Dismiss filed by the parties.

Item #601 **Case No. A1-045794, Elko County Classroom Teachers Association vs. Elko County School District (3/30/05).**

The Board dismissed the complaint pursuant to the Stipulation to dismiss filed by the parties.

Item #602 **Case No. A1-045822, International Association of Firefighters, Local #1607 vs. City of North Las Vegas (3/30/05).**

The Board granted Complainant's Motion to Amend and Supplement the Complaint.

Item **Case No. A1-045822, International Association of Firefighters, Local #1607 vs. City**

#602A **of North Las Vegas (1/11/06).**

Pursuant to the Stipulation to Dismiss, the Board dismissed the complaint.

Item #603 **Case No. A1-045815, Elko County Classroom Teachers Association vs. Elko County School District and Elko County Board of School Trustees (3/30/05).**

The Board denied Respondent's motion to dismiss.

Item #603A **Case No. A1-045815, Elko County Classroom Teachers Association vs. Elko County School District and Elko County Board of School Trustees (10/19/05).**

The majority of the Board denied Respondent's Motion to Conduct Hearing in Elko. Vice-Chairman Dicks dissented stating that the Board should meet at a location most convenient and economical to the parties.

Item #603B **Case No. A1-045815, Elko County Classroom Teachers Association vs. Elko County School District and Elko County Board of School Trustees (4/4/06).**

The Board found in favor of the Respondents and awarded reasonable fees and costs.

The collective bargaining agreement provides that the District may purchase credit for service for retirees. The school board received and considered 15 requests for the purchase of retirement service credit. The school board did not approve any of the retirement buyout requests. The Association filed grievances on behalf of four teachers. The superintendent of the school board denied the grievances as untimely filed. The parties submitted the matter to arbitration, but the arbitrator also denied the grievance as being untimely.

The Board found that: Article 16 of the collective bargaining agreement grants Respondents the discretion to purchase retirement service credits; the Association failed to prove that Respondents had a past practice of approving retirement buyout requests; the Association failed to prove that Respondents committed a prohibited practice; the Association failed to establish that it timely filed its grievance.

Item #603C **Case No. A1-045815, Elko County Classroom Teachers Association vs. Elko County School District and Elko County Board of School Trustees (5/2/06).**

The Board denied the Association's Motion for Rehearing and Modification of Order and awarded the District $10,444.30 for attorney's fees and costs.

Item #604 **Case No. A1-045797, Service Employees International Union, Local 1107 vs. Clark County (4/20/05).**

The Board granted Complainant's Request for Dismissal and dismissed the complaint without prejudice.

Item #605 **Case No. A1-045812, UMC Physicians' Bargaining Unit of Nevada Service Employees Union, SEIU Local 1107, AFL-CIO, CLC vs. Nevada Service Employees Union, SEIU**

Local 1107, AFL-CIO; Vicky Hedderman, President of Nevada Service Employees Union, SEIU Local 1107, AFL-CIO; Jane McAlevey, Executive Director of Nevada Service Employees Union, SEIU Local 1107, AFL-CIO; Service Employees International Union, AFL-CIO, CLC; and University Medical Center of Southern Nevada (4/20/05).

The Board denied Complainant's Motion for Preliminary Injunction and Expedited Setting, granted Respondent's Countermotions to Dismiss and dismissed the complaint with prejudice. The Board stated that the PBU lacks standing to bring the complaint, the PBU has not pursued or been recognized as the "employee organization", and PBU has not demonstrated authority to act on behalf of the individual physicians. [District Court upheld Board's decision.]

Item #605A **Case No. A1-045812, UMC Physicians' Bargaining Unit of Nevada Service Employees Union, SEIU Local 1107, AFL-CIO, CLC vs. Nevada Service Employees Union, SEIU Local 1107, AFL-CIO; Vicky Hedderman, President of Nevada Service Employees Union, SEIU Local 1107, AFL-CIO; Jane McAlevey, Executive Director of Nevada Service Employees Union, SEIU Local 1107, AFL-CIO; Service Employees International Union, AFL-CIO, CLC; and University Medical Center of Southern Nevada (1/10/14).**

This matter was heard on remand from the Nevada Supreme Court, which had held that only local governments, employee organizations and employees have standing before the EMRB. The Board held that the complainant was not any of these, but rather was only a bargaining unit. It therefore did not have the right to file a complaint with the agency.

Item #606 **Case No. A1-045821, Las Vegas Police Protective Association Metro, Inc.; The City of Las Vegas Deputy City Marshals; and the City of Las Vegas Municipal Court Marshals vs. City of Las Vegas (4/20/05).**

The Board granted Respondent's Motion to Dismiss and dismissed the complaint with prejudice as it was not filed within the six-month statute of limitations required by NRS 288.110(4).

Item #607 **Case No. A1-045820, Education Support Employees Association vs. Clark County School District (5/10/05).**

The Board denied Respondent's Motion to Dismiss.

Item #607A **Case No. A1-045820, Education Support Employees Association vs. Clark County School District (2/1/06).**

The complaint alleged violations of NRS 288.270 (1)(a), (b), (c), (d), and/or (f) by the Respondent by refusing to grieve or arbitrate certain disputes and in failing to provide information. Within the complaint was also a Petition for Declaratory Ruling on certain legal issues as follows: (1) whether enforcement of an agreement is an extension of the negotiation process; (2) whether the duty to provide information terminates with the signing of the agreement; (3) the duty of the employer to furnish information to an employee organization as part of a bargaining relationship; and (4) whether an employee organization has the right to request information from an employer regarding members for any reason reasonably related to representation.

While the Board does not have jurisdiction to enforce a collective bargaining agreement, under NRS 288.270(1)(e) and NRS 288.033, the parties to a collective bargaining agreement must act in good faith with respect to implementation of the agreement.

Two individuals were promoted by the District and required to serve a six-month probationary period. During the probationary period, their performance was determined to be unsatisfactory and was returned to their previous position. The Association filed grievances in both instances and the District rejected the grievances based on its contention that the individuals had no right to grieve said return because they were on probationary status and therefore had no appeal rights. The Board found that the District committed a prohibited labor practice by failing to submit the issue of arbitrability of the return of promotional-probationary employees to an arbitrator.

The Association on behalf of two individuals requested from the District copies of their personnel and worksite files pursuant to the agreement. The District refused the requests stating the articles of the agreement to which the request was made under do not apply. The agreement between the parties entitles the Association to request employee files and does not limit such requests to when there is a pending employment matter. The Board found that the District committed a prohibited labor practice in failing to comply with the records requests.

Item #608 **Case No. A1-045845, Reno-Sparks Convention and Visitors Authority vs. International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada, Local 363 (9/8/05).**

The Board granted the Petitioner’s withdrawal of petition as they voluntarily recognized IATSE as the exclusive representative.

Item #609 **Case No. A1-045825, Peggy Munson vs. City of Las Vegas; City of Las Vegas Department of Fire & Rescue (9/8/05).**

The Board ruled in favor or Complaint based upon Respondent’s failure to timely answer the complaint. Respondent filed a motion to dismiss more than 45 days after the complaint was served on it and the Board denied its motion. The Board ordered that Complainant be restored to her prior position with full back pay and benefits. The Board additionally granted costs and attorney’s fees to be proven on supplementary motion.

Item #610 **Case No. A1-045826, Clark County Health District vs. Service Employees International Union, Local 1107, AFL-CIO and Case Nos. A1-045827, A1-045828, A1-045829, A1-045830, A1-045831, A1-045836, A1-045838, A1-045839, A1-045840, A1-045841, A1-045842, A1-045843, and A1-0405844, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County Health District (9/8/05).**

The Board granted the District's motion to consolidate in that all of the complaints relate to refusal to bargain in good faith and neither of the parties would be prejudiced by consolidation.

Item #610A **Case No. A1-045826, Clark County Health District vs. Service Employees International Union, Local 1107, AFL-CIO and Case Nos. A1-045827, A1-045828, A1-045829, A1-045830, A1-045831, A1-045836, A1-045838, A1-045839, A1-045840, A1-045841, A1-045842, A1-045843, and A1-0405844, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County Health District (10/19/05).**

The Board granted the parties Joint Motion to Postpone Deadlines for Filing of Pre-Hearing Statements.

Item #610B **Case No. A1-045826, Clark County Health District vs. Service Employees International Union, Local 1107, AFL-CIO and Case Nos. A1-045827, A1-045828, A1-045829, A1-045830, A1-045831, A1-045836, A1-045838, A1-045839, A1-045840, A1-045841, A1-045842, A1-045843, and A1-0405844, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County Health District (1/11/06).**

Pursuant to the Joint Motion to Dismiss All Matters, the Board dismissed all matters with prejudice.

Item #611 **Case No. A1-045833, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (9/8/05).**

The Board denied Respondent's Motion to Dismiss.

Item #611A **Case No. A1-045833, Service Employees International Union, Local 1107, AFL-CIO vs. Clark County (3/21/06).**

The Board dismissed the complaint due to Complainant's failure to file its pre-hearing statement as required by NAC 288.250.

Item #612 **Case No. A1-045803, Clark County Education Association vs. Clark County School District (10/11/05).**

The Board dismissed the complaint pursuant to the Stipulation for Dismissal filed by the parties.

Item #613 **Case No. A1-045793, Boulder City Police Protective Association; Joseph Ebert, President vs. Boulder City, Nevada; David Olsen, City Attorney (1/11/06).**

Pursuant to the Stipulation for Dismissal filed by the parties, the Board dismissed the complaint with prejudice.

Item #614 **Case No. A1-045785, Las Vegas Police Protective Association Metro, Inc.; The City of Las Vegas Deputy City Marshals; and the City of Las Vegas Municipal Court Marshals vs. City of Las Vegas (3/21/06).**

The Board denied Respondent's Motion to Dismiss as it was not filed timely in accordance with NAC 288.240(3) and NAC 288.220(1).

Item #614A **Case No. A1-045785, Las Vegas Police Protective Association Metro, Inc.; The City of Las Vegas Deputy City Marshals; and the City of Las Vegas Municipal Court Marshals vs. City of Las Vegas (3/13/07).**

The Board ordered the parties to file status reports or the matter will be dismissed.

Item #614B **Case No. A1-045785, Las Vegas Police Protective Association Metro, Inc.; The City of Las Vegas Deputy City Marshals; and the City of Las Vegas Municipal Court Marshals vs. City of Las Vegas (12/18/07).**

Pursuant to the Stipulation signed by the parties, the Board dismissed the matter with prejudice.

Item #615 **Case No. A1-045832, Service Employees International Union, Local 1107, AFL-CIO vs. University Medical Center of Southern Nevada (10/19/05).**

The Board granted Respondent's Motion to Strike and/or Dismiss based on complainant's failure to file a pre-hearing statement required by NAC 288.250.

Item #616 **Case No. A1-045834, A1-045835, and A1-045837, Service Employees International Union, Local 1107, AFL-CIO vs. Housing Authority of the City of Las Vegas (10/19/05).**

The Board granted Respondent's unopposed Motion to Consolidate pursuant to NAC 288.240(6).

Item #616A **Case No. A1-045834, A1-045835, and A1-045837, Service Employees International Union, Local 1107, AFL-CIO vs. Housing Authority of the City of Las Vegas (1/11/06).**

The Board granted Complainant's Motion to Withdraw Complaints and dismissed all matters without prejudice.

Item #617 **Case No. A1-045823, Clark County Prosecutors Association vs. Clark County (2/1/06).**

The Board granted Petitioner's Motion requesting a determination that it represents an appropriate bargaining unit in the form of non-supervisory, non-confidential deputy district attorneys in the District Attorney's office criminal, family support, and juvenile divisions.

Item #617A **Case No. A1-045823, Clark County Prosecutors Association vs. Clark County (4/4/06).**

Pursuant to the Joint Motion to Dismiss filed by the parties, the Board dismissed the petition without prejudice.

Item #618 **Consolidated Case Nos. A1-045846 through A1-045864 Celeste Atkinson, et al. vs. Nevada Service Employees Union, SEIU Local 1107, AFL-CIO and Service Employees International Union, AFL-CIO, CLC (2/1/06).**

The Board granted Respondents Motion to Consolidate and granted Complainants Counter-Motion to Strike Respondents' Answers or Affirmative Defenses in Case Nos. A1-045847 through A1-045864. In Case No. A1-045846, involving Complainant Celeste Atkinson, the Board dismissed the complaint as not be filed within the statute of limitations. [Appealed to District Court]

Item #618A **Case No. A1-045846, Celeste Atkinson vs. Nevada Service Employees Union, SEIU Local 1107, AFL-CIO and Service Employees International Union, AFL-CIO, CLC (3/9/06).**

The Board denied Complainant's Petition for Rehearing.

Item #619 **Case No. A1-045866, Ron T. Williams vs. Las Vegas Metropolitan Police Department (2/1/06).**

The Board granted Respondent's Motion to Dismiss for lack of probable cause. The Board found that Complainant's allegations of discrimination were based on his fitness and not considered discrimination based on personal reasons.

The complaint alleged discrimination in violation of NRS 288 and the Americans with Disabilities Act contending that Williams has a disability in the form of alcoholism to which received excessive punishment for driving a department vehicle after consuming alcohol, a punitive transfer and disqualification from competition. Respondent filed a Motion to Dismiss accepting the allegations in the complaint and contending that under the ADA there are limitations on the protections for employees who have engaged in the illegal use of drugs or are alcoholics. Complainant responded by referring to incidents not referred to in the complaint in which others allegedly with greater alcohol-related charges were treated substantially less harsh.

Vice-Chairman Dicks dissented stating that he would deny the motion as the complainant alleged that he was treated more severely than fellow employees for similar transgressions; that he tried to be open about his problem with his supervisors and they used it against him; that he was denied a promotion for a reason not based on merit or fitness; and his attempts at rehabilitation were not encouraged. [Appealed to District Court - Board's majority decision upheld]

Item #620 **Case No. A1-045867, Las Vegas Police Protective Association Civilian Employees, and the Las Vegas Metropolitan Police Department's Law Enforcement Support Technicians vs. Las Vegas Metropolitan Police Department (2/1/06).**

The Board granted Respondent's Motion to Dismiss in that the complaint is barred by the statute of limitations and it fails to allege a claim under NRS 288.270(1)(f).

Item #621 **Case No. A1-045873, Michael J. Knight vs. Police Officer's Association of the Clark County School District (2/1/06).**

The Board granted Respondent's Motion to Dismiss in that the complaint is barred by the statute of limitations.

Item #622 **Case No. A1-045824, International Association of Fire Fighters, Local 1908 vs. County of Clark, State of Nevada; Clark County Fire Department (5/2/06).**

The complaint alleged a violation of NRS 288.270(1)(e) by failing to negotiate mandatory bargaining subjects, specifically, the Respondent's "Telestaff" policy. Telestaff is an automated staffing software program that is used to allocate overtime hours among employees. Respondent argued that the Telestaff policy is not a subject of mandatory bargaining and that is falls within the discretion of management to assure appropriate staffing levels. The Respondent additionally argued that the complaint was not timely filed. The Complainant's contend that the complaint was timely filed because the Respondent had negotiated changes in the policy with the Complainant prior to a meeting between the parties where the Complainant had notice that the Respondent believed that the Telestaff policy was not subject to negotiation.

The Board found that the Respondent's allocation of overtime among employees is a mandatory subject of bargaining stating that "although overtime allocation is not specifically mentioned as a mandatory subject of bargaining, it is a form of wage rate or other form of monetary compensation, or in the alternative, it is significantly related to those subjects mentioned therein, and therefore is a subject of mandatory bargaining."

Item #622A **Case No. A1-045824, International Association of Fire Fighters, Local 1908 vs. County of Clark, State of Nevada; Clark County Fire Department (8/22/06).**

The Board granted Complainant's request for attorney's fees and costs in its entirety.

Item #623 **Case No. A1-045875, United We Stand Classified Employees – AFT vs. Washoe County School District and Washoe Education Support Professionals (4/4/06).**

The Board denied Respondent WESP's Motion to Dismiss or, in the Alternative, to Strike and ordered WESP to file its answer. The Board further ordered Petitioner to file an Amended Verification

Item #623A **Case No. A1-045875, United We Stand Classified Employees – AFT vs. Washoe County School District and Washoe Education Support Professionals (9/7/06).**

The Board granted in part Respondent WESP's Motion to Strike Petitioner's Pre-Hearing Statement as new issues that were raised in the Pre-Hearing Statement were not alleged in their Petition.

Item #623B **Case No. A1-045875, United We Stand Classified Employees – AFT vs. Washoe County School District and Washoe Education Support Professionals (1/17/07).**

The Board denied the WESP's Motion for Summary Judgment and ordered the parties to provide possible hearing dates.

Item #623C **Case No. A1-045875, United We Stand – AFT vs. Washoe County School District and Washoe Education Support Professionals (3/12/07).**

The Board found after conducting a hearing that United We Stand has standing to challenge WESP's representation of the bargaining unit and to petition the Board for an election. Although WESP may not be supported by a majority of the employees in the bargaining unit, United We Stand has not demonstrated that it has majority of support of the bargaining unit. United We Stand has failed to raise a good faith doubt upon which the Board can order an election. NRS 288.160(3) provides that the employer "may" withdraw recognition from an employee organization. The Washoe County School District has discretion to withdraw recognition. The Board does not have statutory authority to order withdrawal.

Item #623D **Case No. A1-045875, United We Stand Classified Employees – AFT vs. Washoe County School District and Washoe Education Support Professionals (4/17/07).**

The Board granted United We Stand's Petition for Rehearing and ordered the parties to submit briefs.

Item #623E **Case No. A1-045875, United We Stand Classified Employees – AFT vs. Washoe County School District and Washoe Education Support Professionals (7/13/07).**

Upon review of the briefs submitted, the Board ordered an election be conducted to determine if the WESP has ceased to be supported by a majority of the employees in the bargaining unit. The only two choices on the ballot will be WESP and "no employee organization."

Item #623F **Case No. A1-045875, United We Stand Classified Employees – AFT vs. Washoe County School District and Washoe Education Support Professionals (04/03/09).**

The Board ordered the election to proceed with the parties meeting with the Board's Commissioner to determine the details and procedures, and that United We Stand is responsible for all costs incurred in conducting the election, including any costs and expenses incurred by the Board's Commissioner.

Item #623G **Case No. A1-045875, United We Stand Classified Employees – AFT vs. Washoe County School District and Washoe Education Support Professionals (08/25/09).**

The Board granted the Stipulation for Stay filed on June 17, 2009, until the resolution of International Brotherhood of Teamsters, Local 14 v. Education Support Employees Association, District Court Case No. A528346, Nevada Supreme Court No. 51010.

Item #624 **Case No. A1-045876, Thomas G. Glazier, Jr. vs. City of North Las Vegas; North Las Vegas Police Department (4/4/06).**

The Board denied Respondents Motion to Dismiss and ordered the parties to exhaust their contractual grievance arbitration remedies.

Item #624A **Case No. A1-045876, Thomas G. Glazier, Jr. vs. City of North Las Vegas; North Las Vegas Police Department (3/13/07).**

The Board conducted a hearing and found that the Respondents had committed a prohibited labor practice against Complainant. Glazier was a sergeant with the North Las Vegas Police Department. Glazier had tested and placed high in his attempts to promote to lieutenant, but never was promoted. Captain Tony Scott was in Glazier's chain of command and was also having an affair with Glazier's wife, who also worked for the Police Department. Scott actively participated in Glazier's promotional process. Scott never disclosed his affair with Laura Glazier to anyone. Chief Paresi testified that he had heard rumors about the affair but did nothing until Glazier personally contacted him.

The Board ordered Respondents to promote Glazier to lieutenant at the next first opportunity, to compensate Glazier with back pay at a rate commensurate with a lieutenant's rate of pay, including benefits. The Police Department was ordered to cease and desist from prohibited and unfair labor practices. The Board further awarded attorney's fees and costs. [District Court upheld the Board's decision. Currently under appeal in Supreme Court]

Item #624B **Case No. A1-045876, Thomas G. Glazier, Jr. vs. City of North Las Vegas; North Las Vegas Police Department (06/25/12).**

The Board held costs and expenses reasonable in bringing this complaint. Board ordered Complainant be awarded costs and attorney's fees to be paid by the City of North Las Vegas.

Item #625 **Case No. A1-045877, Bradley Walker, M.D. vs. University Medical Center of Southern Nevada (6/19/06).**

The Board granted in part and denied in part Respondent's Motion to Dismiss.

Item #625A **Case No. A1-045877, Bradley Walker, M.D. vs. University Medical Center of Southern Nevada (1/17/07).**

The Board dismissed the complaint with prejudice pursuant to the Stipulation for Voluntary Dismissal.

Item #626 **Case No. A1-045878, Washoe County School District vs. Washoe Education Association and Washoe Education Support Professionals (5/2/06).**

The Board ordered a hearing to be conducted on the Petition for Declaratory Order and instructed the parties to submit pre-hearing statements.

Item #626A **Case No. A1-045878, Washoe County School District vs. Washoe Education Association and Washoe Education Support Professionals (8/22/06).**

The Board conducted a hearing on the Petition for Declaratory Order filed by the District seeking an order that their decision to implement direct deposit as the method for payment of employee salary and wages is not within the scope of mandatory bargaining. The Respondents stated that a mandatory direct deposit payroll system is a subject of mandatory bargaining or it is significantly related to salary or wage rates or other forms of direct monetary compensation.

The Board found that the District's direct deposit and pay card systems are mandatory subjects of bargaining and encouraged the parties to negotiate any matters related to it. [District Court upheld the Board's decision. Currently under appeal in Supreme Court]

Item #626B **Case No. A1-045878, Washoe County School District vs. Washoe Education Association and Washoe Education Support Professionals (05/06/09).**

The Board ordered that the parties submit briefs regarding the costs, if any, to the employee of the Washoe County School District employees with respect to direct deposits of salary and/or wages as well as any costs which will be incurred by the employees as a result of the debit cards.

Item #626C **Case No. A1-045878, Washoe County School District vs. Washoe Education Association and Washoe Education Support Professionals (11/18/09).**

The Board found that the Board's prior conclusion that the direct deposit and pay card system is significantly related to salary or wages or other forms of direct monetary compensation under NRS 288.150(2)(a). The ordered that this matter be submitted to the First Judicial District Court consistent with the Nevada Supreme Court's Order of Reversal and Remand entered on April 8, 2009.

Item #627 **Case No. A1-045880, Washoe County School District vs. Washoe Education Support Professionals and United We Stand Classified Employees – AFT (5/2/06).**

The Board held deliberations on a Petition for Declaratory Order and found that: 1) allowing only representatives of the current recognized bargaining agent to represent a classified employee does not violate NRS 288.140 or 288.270; and 2) the decision by the District to allow classified employees in the bargaining unit to choose another person or legal counsel to represent them at any stage in the grievance, complaint or discipline process, including arbitration, is permissible.

Item #628 **Case No. A1-045870, Washoe Education Association vs. Washoe County School District (5/2/06).**

Pursuant to the Stipulation to Dismiss filed by the parties, the Board dismissed the complaint with prejudice.

Item #629 **Case No. A1-045881, Service Employees International Union, Local 1107 vs. County of Clark (6/19/06).**

Pursuant to the Stipulation to Dismiss filed by the parties, the Board dismissed the complaint with prejudice.

Item #630 **Case No. A1-045882, Service Employees International Union, Local 1107 vs. County of Clark (6/19/06).**

Pursuant to the Stipulation to Dismiss filed by the parties, the Board dismissed the complaint with prejudice.

Item #631 **Case No. A1-045874, Elko County Classroom Teachers Association and Elko County Support Staff Organization vs. Elko County School District (6/19/06).**

Pursuant to the Stipulation for Dismissal filed by the parties, the Board dismissed the complaint with prejudice.

Item #632 **Case No. A1-045883, Las Vegas Police Protective Association Metro, Inc. vs. The County of Clark; The Clark County Board of Commissioners; et al. (9/7/06).**

The Board denied Respondents' Motion for Post-Arbitral Deferral and Dismissal.

Item #632A **Case No. A1-045883, Las Vegas Police Protective Association Metro, Inc. vs. The County of Clark; The Clark County Board of Commissioners; et al. (7/29/2008).**

The county filed a motion to continue and also a motion to Quash Subpoenas. The motion to continue was granted, and the ruling on the motion to Quash Subpoenas is moot at this time. The Board ordered that the parties provide status reports to the Board on the progress being made towards a resolution of the case.

Item #632B **Case No. A1-045883, Las Vegas Police Protective Association Metro, Inc. vs. The County of Clark; The Clark County Board of Commissioners; et al. (11/18/2008).**

Based on the parties' representations that this matter was resolved, the Board ordered the matter dismissed with prejudice.

Item #633 **Case No. A1-045879, Communication Workers of America, AFL-CIO vs. County of Churchill and CC Communications (8/22/06).**

Pursuant to the Stipulation to Dismiss filed by the parties, the Board dismissed the complaint with prejudice.

Item #634 **Case No. A1-045887, Clark County School District vs. Clark County Association of School Administrators and Professional-Technical Employees (9/7/06).**

The Board denied Respondent's Motion to Dismiss and, in the Alternative, to Disqualify Attorneys.

Item #634A **Case No. A1-045887, Clark County School District vs. Clark County Association of School Administrators and Professional-Technical Employees (3/13/07).**

The Board dismissed the matter with prejudice pursuant to the Stipulation to Dismiss.

Item #635 **Case No. A1-045886, Las Vegas-Clark County Library District vs. General Sales Drivers, Delivery Drivers and Helpers, Teamsters Local Union No. 14, affiliated with International Brotherhood of Teamsters, AFL-CIO (9/18/06).**

The Board granted Petitioner's Motion for Expedited Review and Hearing and Motion for Recusal of Board Member James E. Wilkerson, Sr.

Item #635A **Case No. A1-045886, Las Vegas-Clark County Library District vs. General Sales Drivers, Delivery Drivers and Helpers, Teamsters Local Union No. 14, affiliated with International Brotherhood of Teamsters, AFL-CIO (3/13/07).**

The parties, while in the process of negotiating a new contract, had a dispute as to whether the "order of filling vacancies" and "selection" of employees were "significantly related" to mandatory subjects of bargaining. The Board conducted a hearing and found that Respondents did not engage in bad faith bargaining and further concluded that certain articles in the CBA are "significantly related" to mandatory subjects of bargaining. [Appealed to District Court]

Item #636 **Case No. A1-045885, Eric Spannbauer vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (9/18/06).**

The Board denied the City's Motion to Dismiss, the Association's Joinder in the City's Motion and Spannbauer's Motion to Strike.

Item #636A **Case No. A1-045885, Eric Spannbauer vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (12/8/06).**

The Board denied the City's Motion to Stay Proceedings Pending Adjudication of Request for Extraordinary Relief.

Item #636B **Case No. A1-045885, Eric Spannbauer vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (5/30/07).**

The Board denied Spannbauer's Motion to Strike the Association's prehearing statement.

Item #636C **Case No. A1-045885, Eric Spannbauer vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (6/25/2008).**

After a hearing and deliberation on the merits of the case, the Board found in favor for Spannbauer and against the Association because it breached it duty to fairly represent its members against the City of North Las Vegas and its police department for prohibited labor practices. The City, police department, and Association were ordered to jointly reimburse Spannbauer for all fees and costs. They were also ordered to post a notice of their prohibited labor practices on all bulletin boards for a period of ninety (90) days.

Item #636D **Case No. A1-045885, Eric Spannbauer vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (7/23/2008).**

The Board granted the motion for reconsideration and ordered the parties to submit briefs on the specific issue of what benefit was Spannbauer deprived by the prohibited labor practices.

Item #636E **Case No. A1-045885, Eric Spannbauer vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (7/30/2008).**

In its decision dated June 25, 2008, the Board awarded Spannbauer fees and costs. Spannbauer filed his application for fees and costs, and the Board deliberated on the merits of the application. Spannbauer was awarded $66,825.00 for fees, and $8,769.12 for costs. The Board found the rate of $250.00 per hour as a reasonable rate for an attorney practicing labor law in Clark County, Nevada. Furthermore, the fees were reduced by 10% as the Board found that the attorney time was billed in quarter hours and therefore may reflect more time than accurately spent, and that certain arguments made during the administrative hearing may be construed as irrelevant or prolix.

Item #636F **Case No. A1-045885, Eric Spannbauer vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (10/02/2008).**

After the Board filed its decision on the merits of the claim on June 25, 2008, Spannbauer filed a motion to modify or amend the decision, or in the alternative for rehearing or reconsideration. The Board ordered the parties to brief the specific issues raised in the motion and the case of NSEU v. Orr, 121 Nev. 675, 119 P.3d 1259 (2005).

In his motion, Spannbauer requested (a) he be reinstated retroactive to November 7, 2005; (b) award him back pay and benefits retroactive to November 7, 2005; (c) allow Spannbauer to waive his pre-termination hearing and proceed directly to arbitration; and (d) for the Association to pay Spannbauer's attorney fees through arbitration and costs.

After deliberation, the Board ordered that Spannbauer be reinstated with back pay and benefits to November 7, 2005. The Board ordered the parties to reschedule the pre-termination hearing that was vacated due to his improperly induced resignation, finding that the Board would exceed its authority to order the parties forego that hearing and proceed directly to arbitration under the Supreme Court's ruling in Orr. It was also ordered that the Association continue to represent Spannbauer through the pre-termination hearing and beyond, if required by the parties' CBA, as Spannbauer was a confirmed police officer, finding that Spannbauer was confirmed as a police officer based upon the City and police department's failure to non-confirm him or extend his probationary period. The rights guaranteed to Spannbauer included the right to have a pre-termination hearing and Spannbauer was deprived of that right based upon the City and police department's interference with, restraint, and coercion. The Board denied Spannbauer's request to order fees and costs for the pursuit of his grievance through arbitration because it was beyond the Board's authority. Finally, on the request for clarification on the notice which this Board ordered to be posted regarding such prohibited labor practices specifically identified such prohibited labor practices, the Board finds this order requiring the posting of such notice was not ambiguous nor was the finding and conclusion that the City and police department had interfered with, restrained, and coerced Spannbauer in his rights guaranteed under NRS chapter 288.

Item #636G **Case No. A1-045885, Eric Spannbauer vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (11/18/2008).**

A "Stipulation for Dismissal with prejudice" was filed by the law firm of Olson, Cannon, Gormley & Desruisseaux on behalf of the North Las Vegas Police Officers Association and Complainant Spannbauer. The law firm of Laquer, Urban, Clifford & Hodge was the law firm of record for the Association and no substitution of attorneys had been filed. The Board found that since a final decision had been rendered in the case and because the matter was also currently under Judicial review by the Eighth Judicial District Court, the Board no longer had jurisdiction to grant a dismissal based upon the Stipulation.

Item #637 **Case No. A1-045889, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Truckee-Carson Irrigation District (9/18/06).**

The Board granted Respondent's Motion to Dismiss without prejudice noting that the complaint fell short of the requirements of NAC 288.200 as it relates to the specificity of pleadings.

Item #638 **Case No. A1-045777, Incline Village General Improvement District vs. International Union of Operating Engineers, Local 3 (10/17/06).**

Pursuant to the Stipulation to Dismiss filed by the parties, the Board dismissed the complaint with prejudice.

Item #639 **Case No. A1-045865, Reno Police Supervisory and Administrative Employees Association vs. the City of Reno (12/8/06).**

The complaint alleged that the Respondent failed to bargain in good faith regarding wages, hours and working conditions relating to Deputy Chiefs. Over the past five years prior to the hearing on the complaint, deputy chiefs had represented the City with respect to negotiating collective bargaining agreements. Due to the retirement of four deputy chiefs, the City only employs two deputy chiefs. The City argues that they have an expectation that the two remaining deputy chiefs will be required to serve as negotiators thus making them "confidential employees" and should be excluded from any bargaining unit.

The Board found that: 1) pursuant to NRS 288.150 an employer has the right to assign work-related duties to its employees; 2) that if and when the City assigns a deputy chief to negotiate during collective bargaining, that employee is deemed to be a "confidential employee" as defined by NRS 288.170(6); the two remaining deputy chiefs must be excluded from the bargaining unit. [District Court remanded back to Board.]

Item #639A **Case No. A1-045865, Reno Police Supervisory and Administrative Employees Association vs. the City of Reno (11/2/07).**

Upon remand from District Court, the Board adopted and incorporated the decision entered by the Board on December 8, 2006, and specifically found that Complainant did not provide substantial evidence that the appointment of the Deputy Chiefs to serve as negotiators was due to anti-union animus and that the specific appointment as negotiators appears to be a proper utilization of a management prerogative or right. Based upon the Board's further deliberations as mandated by the District Court, the Board's decision and order that the actions of the City in this matter did not constitute a prohibited labor practice in violation of NRS Chapter 288, remained as previously found, concluded, and ordered.
[Currently under appeal in District Court.]

Item #640 **Case No. A1-045871, Jeff Farsaci vs. Service Employees International Union, Local 1107, AFL-CIO, CLC (1/17/07).**

Complainant Farsaci filed an unopposed Motion to Approve Hardship Exemption from Filing Transcript. The Board denied the motion stating that good cause was not shown for the exemption.

Item #640A **Case No. A1-045871, Jeff Farsaci vs. Service Employees International Union, Local 1107, AFL-CIO, CLC (3/13/07).**

Jeff Farsaci was an employee at the Water Reclamation District whose employees were represented by SEIU Local 1107. Farsaci has been a member of the union for at least 22 years. Farsaci had previously experienced problems with his seniority status and those issues were resolved by former union representatives. When Farsaci learned that his seniority was going to change again, he wrote to the union and informed them that he was going to hire a labor lawyer to resolve this issue. The union never responded to his letter. Farsaci's attorney also contacted the union and again the union failed to respond.

After deliberation on the merits of the case, the Board found that the union breached its duty of fair representation of Farsaci and awarded Farsaci attorney's fees and costs. Such award was ordered reduced due to Farsaci's failure to mitigate his losses. Finally, the Board ordered that the union post a notice pertaining to its breach of duty of fair representation. [Appealed to District Court and dismissed pursuant to Stipulation of the parties]

Item #640B **Case No. A1-045871, Jeff Farsaci vs. Service Employees International Union, Local 1107, AFL-CIO, CLC (5/31/07).**

Pursuant to the Board's prior order, Item 640A, Jeff Farsaci filed a motion for attorney's fees and costs. The Board awarded attorney's fees in the amount of $28,550.00 minus 15% due to Farsaci's failure to mitigate his losses. The Board additionally awarded $5,000.00 as costs. The Board did not award fees for secretaries' time or paralegal's time, nor any reimbursement for finance charges that might have been required by any employment contract entered into Farsaci and his attorneys.

Item #641 **Case No. A1-045888, United We Stand Classified Employees/AFT; David Suttle; Hector Mireles; Lynda Rhodes; and Antonio Thomas vs. Washoe County School District and Washoe Education Support Professionals (12/8/06).**

The Board granted WESP's Petition for Leave to Intervene and denied WESP's Motion to Dismiss Third Party Petition for Declaratory Ruling.

Item #641A **Case No. A1-045888, United We Stand Classified Employees/AFT; David Suttle; Hector Mireles; Lynda Rhodes; and Antonio Thomas vs. Washoe County School District and Washoe Education Support Professionals (7/13/07).**

After the Board conducted a hearing on the merits of the case, and based upon issues raised in the Post-Hearing Briefs filed by the parties, the Board requested specific information from the parties on whether Rhodes and Thomas were members of the incumbent union at all relevant times pertinent and when did Rhodes and Thomas first contacted Suttle and/or Mireles.

Item #641B **Case No. A1-045888, United We Stand Classified Employees/AFT; David Suttle; Hector Mireles; Lynda Rhodes; and Antonio Thomas vs. Washoe County School District and Washoe Education Support Professionals (9/20/07).**

Complainants above named filed a complaint with the Board and requested that the Board find (a) that the Washoe County School District ("School District") committed prohibited labor practices by discriminating against individuals based upon their membership with United We Stand Classified Employees/AFT ("United We Stand"), (b) that the School District unlawfully denied individuals their rights to be represented by a person of their choice, (c) that the School District "has unlawfully encouraged membership in an employee organization," (d) that the School District has unlawfully interfered with, restrained, and/or coerced certain individuals in the exercise of their rights guaranteed by NRS chapter 288, (e) that the School District has "attempted to unlawfully interfere with the formation or administration" of a competing employee organization, and (f) for fees and costs incurred. This complaint was subsequently amended on July 13, 2007. Washoe Education Support Professionals filed permission to intervene.

The Board conducted a hearing and found that the School District did not commit a prohibited practice and that NRS 288.140(2) allows an employee to act for himself if the employee does not belong to the incumbent employee organization. Rhodes and Thomas were members of the incumbent employee organization at all relevant times and as such were committed to have the incumbent employee organization represent him/her. The Board further found that Suttle and Mireles were not proper complainants in this matter due to the fact that they are not school district employees, but are paid employees of AFT.

Item #642 **Case No. A1-045890, Nancy Lee Prokop vs. Washoe County School District and Washoe Education Association (12/8/06).**

The Board denied Respondents Motions to Dismiss as it appears that the complaint was timely filed, the lack of the verification of the complaint has been remedied, and the complaint does state a proper claim for relief.

Item #642A **Case No. A1-045890, Nancy Lee Prokop vs. Washoe County School District and Washoe Education Association (3/13/07).**

The Board dismissed the second cause of the complaint without prejudice and dismissed the Washoe Education Association as a Respondent pursuant to the stipulation of the parties.

Item #642B **Case No. A1-045890, Nancy Lee Prokop vs. Washoe County School District (3/31/07).**

Prokop was a teacher with the school district. She was employed with the school district in August 1973. She submitted a letter of resignation in order to raise her family. She then rehired with the school district on March 29, 1979. Prokop was planning on retiring from the school district and applied for ESIP (Early Separation Incentive Plan). ESIP is a pool of money to act as an incentive to teachers to retire so that the school district can recoup salary savings. There is only a specific amount of money for ESIP. Due to the number of applicants, the school trustees determined that ESIP benefits would be given to those teachers who were hired on or before February 1, 1978. Prokop was not entitled to receive ESIP as a result.

The Board conducted a hearing on the merits and on the Motion to Dismiss filed by Respondent. The Board found that Prokop had standing to bring the complaint, that her complaint was filed within the statute of limitations, but her claim was dismissed as the Board found that she failed to meet her burden of proof that the acts alleged were prohibited practice.

Item #643 **Case No. A1-045894, Caroline Rangen, Ron Sufana, Jr., Pearl Morris, Sandra-Lee A. Puglia, Lilia Castro, Michael S. Hampton, Michael Powell, Karl Esparza, Ana L. Inzunza, Mari Fernandez, Janet Giles, Emily F. Kleier, Delinda Slocum and Gina Chinchilla vs. Education Support Employees Association (1/17/07).**

The Board denied the Association's Motion to Dismiss based on the appearance of a violation of the Association's duty of fair representation rather than a breach of contract.

Item #643A **Case No. A1-045894, Caroline Rangen, Ron Sufana, Jr., Pearl Morris, Sandra-Lee A. Puglia, Lilia Castro, Michael S. Hampton, Michael Powell, Karl Esparza, Ana L. Inzunza, Mari Fernandez, Janet Giles, Emily F. Kleier, Delinda Slocum and Gina Chinchilla vs. Education Support Employees Association and Clark County School District (3/13/07).**

The Board granted the Association's Motion to Compel Joinder of the Clark County School District as a Respondent.

Item #643B **Case No. A1-045894, Caroline Rangen, Ron Sufana, Jr., Pearl Morris, Sandra-Lee A. Puglia, Lilia Castro, Michael S. Hampton, Michael Powell, Karl Esparza, Ana L. Inzunza, Mari Fernandez, Janet Giles, Emily F. Kleier, Delinda Slocum and Gina Chinchilla vs. Education Support Employees Association and Clark County School District (5/31/07).**

The Board granted Respondent Clark County School District's Motion to Dismiss without prejudice.

Item #643C **Case No. A1-045894, Caroline Rangen, Ron Sufana, Jr., Pearl Morris, Sandra-Lee A. Puglia, Lilia Castro, Michael S. Hampton, Michael Powell, Karl Esparza, Ana L. Inzunza, Mari Fernandez, Janet Giles, Emily F. Kleier, Delinda Slocum and Gina Chinchilla vs. Education Support Employees Association (12/18/07).**

The Board granted the Association's emergency Motion to Continue Hearing.

Item #643D **Case No. A1-045894, Caroline Rangen, Ron Sufana, Jr., Pearl Morris, Sandra-Lee A. Puglia, Lilia Castro, Michael S. Hampton, Michael Powell, Karl Esparza, Ana L. Inzunza, Mari Fernandez, Janet Giles, Emily F. Kleier, Delinda Slocum and Gina Chinchilla vs. Education Support Employees Association (4/04/2008).**

The Board concluded that there was not substantial evidence presented during the Complainant's case and dismissed the matter with prejudice.

Item #643E **Case No. A1-045894, Caroline Rangen, Ron Sufana, Jr., Pearl Morris, Sandra-Lee A. Puglia, Lilia Castro, Michael S. Hampton, Michael Powell, Karl Esparza, Ana L. Inzunza, Mari Fernandez, Janet Giles, Emily F. Kleier, Delinda Slocum and Gina Chinchilla vs. Education Support Employees Association (6/23/2008).**

The Respondent Association is entitled to recover $7,822.50 in fees and $1,540.52 in costs. This award is only against those Complainants who did not appear at the hearing.

Item #644 **Case No. A1-045891, Nevada Classified School Employees and Public Workers Association, AFT/PSRP, Local 6181, AFL-CIO vs. Mineral County School District (3/12/07).**

The Board dismissed the complaint with prejudice in accordance with the request to withdraw.

Item #645 **Case No. A1-045776, Washoe County Sheriff's Deputies Association vs. Washoe County Sheriff's Office and Washoe County (3/13/07).**

The Board ordered the parties to file status reports or the matter will be dismissed.

Item #645A **Case No. A1-045776, Washoe County Sheriff's Deputies Association vs. Washoe County Sheriff's Office and Washoe County (5/2/07).**

The Board dismissed the complaint with prejudice in accordance with the stipulation to dismiss.

Item #646 **Case No. A1-045892, Judith Carpenter vs. Raymond Visconti, Clark County Deputy Director Human Resources, Rik Holman, Clark County Sr. Human Resources Analyst, Rosemary Vassiliadis, Deputy Dir. Aviation, Jeannine D'Errico, Airport Executive Analyst, Christine Santiago, Asst. Director/Human Resources, Dept. of Aviation, Kaarin Wilkinson, Sr. Mgt. Analyst, Dept. of Aviation, Andy Spurlock, Clark County Comp and Classification (3/13/07).**

The Board denied the Motion to Default Respondents.

Item #646A **Case No. A1-045892, Judith Carpenter vs. Raymond Visconti, Clark County Deputy Director Human Resources, Rik Holman, Clark County Sr. Human Resources Analyst, Rosemary Vassiliadis, Deputy Dir. Aviation, Jeannine D'Errico, Airport Executive Analyst, Christine Santiago, Asst. Director/Human Resources, Dept. of Aviation, Kaarin Wilkinson, Sr. Mgt. Analyst, Dept. of Aviation, Andy Spurlock, Clark County Comp and Classification (7/13/07).**

The Board granted the Motion to Dismiss with prejudice based upon the acts complained of in the complaint are beyond the statute of limitations and the constitutional issues raised in this matter are not properly before the Board.

Item #647 **Case No. A1-045895, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Truckee-Carson Irrigation District (3/13/07).**

The Board denied the Motion to Dismiss without prejudice, granted the Motion to Amend the Prayer, and granted the motion to allow discovery.

Item #647A **Case No. A1-045895, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Truckee-Carson Irrigation District (12/18/07).**

The Board granted the motion to change the hearing location to Fallon based upon NAC 288.277 and the witnesses' medical conditions.

Item #647B **Case No. A1-045895, Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO vs. Truckee-Carson Irrigation District (05/14/09).**

The Board found for the Complainant. The Board concluded that the district did not formally request to withdraw recognition of TCIDEA, but rather it just unilaterally and improperly recognized TCIDEA II without withdrawing its recognition of TCIDEA (NRS.160(3)). It also concluded that the District committed a prohibited unfair labor practice in that it interfered with the administration of a recognized employee organization and acted in concert with bargaining unit employees to form TCIDEA II. The Board ordered that Lynch be reinstated to the position that he held prior to his termination due to his activities associated with TCIDEA. The Board did not award back pay due his own complacency with the problems with the District, but did allow all attorney's fees and costs. The Board also ordered the District to immediately cease and desist in its actions in violation of NRS and NAC chapters 288, and post a notice of its prohibited labor practices for a period of ninety (90) days. The Board further ordered the District to immediately resume its recognition of

TCIDEA as the recognized bargaining agent for the employees at issue in this matter, and immediately cease its recognition of TCIDEA II.

Item #648 **Case No. A1-045896, Ronald G. Taylor vs. Clark County School District and Fran Juhasz, Employment Management Relations (3/13/07).**

The Board granted the unopposed Motion to Allow Late File Prehearing Statement.

Item #648A **Case No. A1-045896, Ronald G. Taylor vs. Clark County School District and Fran Juhasz, Employment Management Relations (9/20/07).**

The complaint alleged prohibited labor practices by the school district by their interference in Taylor's rights under NRS 288. The school district provided a service called Interact and a site identified as Teachers' Lounge. Teachers' Lounge was created to provide teachers with a means of communication to further the goals, missions, and purposes of the school district. Teachers must sign an agreement (AUP) to use the Interact site. Moderators review the postings on the site and can pull them if they do not conform to the school district's goals, missions and purposes. Taylor had posted some things that did not conform to policy and were pulled. Improper postings continued and a meeting was held between Taylor and school district officials. Taylor requested to tape record the meeting which was denied. Taylor was cautioned about his postings' contents. He continued to post improper messages, which ultimately led to his use being limited.

The Board found that the actions of the school district concerning Taylor's use of the Teachers' Lounge did not rise to the level of interference and Taylor failed to meet his burden of proof that any such actions taken against him were to interfere with his rights to form a competing union. The school district's refusal to allow the taping of a meeting did not rise to the level of interference and that such a refusal was not a prohibited practice.

Item #649 **Case No. A1-045897, Ronald G. Taylor vs. Clark County Education Association (3/13/07).**

The Board denied the Motion to Dismiss based upon the complaint was timely filed.

Item #649A **Case No. A1-045897, Ronald G. Taylor vs. Clark County Education Association (5/31/07).**

The Board denied the Motion to Strike Complainant's Motion to Dismiss Counterclaim as no prejudice resulted from the erroneous information contained within the certification of mailing.

Item #649B **Case No. A1-045897, Ronald G. Taylor vs. Clark County Education Association (7/13/07).**

The Board denied the Motion to Dismiss Counterclaim and further ordered Taylor to file his answer to the counterclaim and thereafter file pre-hearing statements.

Item #649C **Case No. A1-045897, Ronald G. Taylor vs. Clark County Education Association (9/20/07).**

The Board denied Respondent's Counter-Motion to Consolidate this matter with Case Nos. A1-045904 and A1-045906 as there are different issues raised in those matters.

Item #649D **Case No. A1-045897, Ronald G. Taylor vs. Clark County Education Association (2/12/2008).**

Respondent filed a Motion for Continuance and Complainant responded he would not object if the matter was continued to a mutually convenient date. Based on the agreement, the Board ordered to continue the hearing to a mutually agreed date.

Item #649E **Case No. A1-045897, Ronald G. Taylor vs. Clark County Education Association (4/02/2008).**

Respondent Clark County Education Association filed a Motion for Partial Summary Judgment or alternatively, Motion to Compel Joinder of Clark County School District as a respondent in this action. The Board found that the issue on the Memoranda of Understanding was resolved in Case No. A1-045899 (Item 651). Based on this, the Board granted the Association's motion for partial summary judgment.

Item #649F **Case No. A1-045897, Ronald G. Taylor vs. Clark County Education Association (6/23/2008).**

Parties resolved their issues and the matter was dismissed with prejudice.

Item #650 **Case No. A1-045898, Ronald G. Taylor vs. Clark County Education Association (3/13/07).**

The Board granted the Motion to Dismiss as insufficient information was provided by Taylor in which to create a good faith doubt of majority representation with the Board and the complaint was filed outside of the window period provided under NAC 288.146(2) (a) & (b).

Item #651 **Case No. A1-045899, Ronald G. Taylor vs. Clark County Education Association (3/13/07).**

The Board granted the Motion to Dismiss without prejudice, as past practice of the parties has been to utilize memoranda of understanding until contract negotiations are underway.

Item #652 **Case No. A1-045907, Ronald G. Taylor vs. Clark County School District and Clark County Education Association (5/2/07).**

The Board struck the document entitled "Motion to Produce Memorandums of Understanding and Any Related Negotiated Agreements" as it is not a "complaint" under the definition of NAC 288.200 and the matter is closed.

Item #653 **Case No. A1-045893, Ricardo Bonvicin vs. North Las Vegas Police Officers Association, Local 41, I.U.P.A.A.F.L.C.I.O. (5/31/07).**

The Board denied the Motion to Dismiss and ordered the parties to file pre-hearing statements.

Item #653A **Case No. A1-045893, Ricardo Bonvicin vs. North Las Vegas Police Officers Association, Local 41, I.U.P.A.A.F.L.C.I.O. (4/02/2008).**

The Board found the Association in breach of its duty to fairly represent Bonvicin, and awarded him fees and costs. The Association was ordered to post its breach of duty on all bulletin boards. The Association was also ordered to represent Bonvicin in his grievance/arbitration with the City or in the alternative, pay all fees and costs incurred by private counsel.

Item #653B **Case No. A1-045893, Ricardo Bonvicin vs. North Las Vegas Police Officers Association, Local 41, I.U.P.A.A.F.L.C.I.O. (4/30/2008).**

The Board denied the Association's "Petition for Rehearing".

Item #653C **Case No. A1-045893, Ricardo Bonvicin vs. North Las Vegas Police Officers Association, Local 41, I.U.P.A.A.F.L.C.I.O. (6/24/2008).**

Bonvicin petition for fees, costs, and back pay. The Board awarded $22,611.25 in fees and $5,222.83 in costs. The Board denied the back pay and found the issue is best left for arbitration.

Item #654 **Case No. A1-045900, Mathew C. Burke vs. Clark County (5/31/07).**

The Board granted Complainant's Motion to Associate Counsel and denied Respondent's Motion to Dismiss.

Item #654A **Case No. A1-045900, Mathew C. Burke vs. Clark County (4/03/2008).**

Clark County denied his grievance because it was not submitted by SEIU and it was a CBA issue. The Board found in favor of Burke and ordered the County to process Burke's grievance pursuant to the CBA. The County was also ordered to post a notice of its prohibited conduct on bulletin boards, and pay all attorney fees and costs incurred by Burke's private counsel.

Item #654B **Case No. A1-045900, Mathew C. Burke vs. Clark County (6/23/2008).**

Burke awarded $25,760.00 in fees and $1,225.00 in costs.

Item #655 **Case No. A1-045901, Mesquite Police Officers Association vs. City of Mesquite (5/31/07).**

The Board denied the motion for deferral and/or dismissal as an arbitrator will not resolve issues of alleged violations of NRS 288. The Board further denied the Motion to Strike Counterstatement and the Motion to Strike Response to Counterstatement as the Board will not engage in the censorship of pleadings.

Item #655A **Case No. A1-045901, Mesquite Police Officers Association vs. City of Mesquite (2/12/2008).**

The Board dismissed the complaint based on the parties' failure to prosecute this action in a timely manner.

Item #656 **Case No. A1-045903, Lance Gibson vs. City of Henderson; Henderson Police Department (5/31/07).**

The Board denied in part and granted in part the Motion to Dismiss. The motion was granted as to any allegations under NRS 289.

Item #656A **Case No. A1-045903, Lance Gibson vs. City of Henderson; Henderson Police Department (9/20/07).**

The Board dismissed the complaint with prejudice pursuant to the stipulation of the parties.

Item #657 **Case No. A1-045904, Ronald G. Taylor vs. Clark County Education Association, CCEA Review Board, Africa Sanchez, Esq., Vicki Courtney and Karen Ackerman (5/31/07).**

The Board granted Respondents' Motion to Strike as Taylor's document entitled "Reply to Opposition" is a fugitive document and not allowed under NAC 288. The Board further denied in part and granted in part Respondents' Motion to Dismiss. The allegations in the complaint as to free speech violations and the whistle-blower allegations are not within the Board's jurisdiction. The remaining allegations remain.

Item #657A **Consolidated Case Nos. A1-045904, Ronald G. Taylor vs. Clark County Education Association, CCEA Review Board, Africa Sanchez, Esq., Vicki Courtney and Karen Ackerman and A1-045906, Ronald G. Taylor vs. Clark County Education Association and Mary Ella Holloway (9/20/07).**

The Board granted the Motion to Consolidate Case No. A1-045904 and A1-045906.

Item #657B **Consolidated Case Nos. A1-045904, Ronald G. Taylor vs. Clark County Education Association, CCEA Review Board, Africa Sanchez, Esq., Vicki Courtney and Karen Ackerman and A1-045906, Ronald G. Taylor vs. Clark County Education Association and Mary Ella Holloway (2/12/2008).**

Respondents filed a Motion for Continuance of the merits hearing, which the Complainant did not oppose if the hearing was moved to a mutually agreed date. The Board granted the motion and continued the hearing.

Item **Consolidated Case Nos. A1-045904, Ronald G. Taylor vs. Clark County Education**

#657C **Association, CCEA Review Board, Africa Sanchez, Esq., Vicki Courtney and Karen Ackerman and A1-045906, Ronald G. Taylor vs. Clark County Education Association and Mary Ella Holloway (7/16/2008).**

Complaint A1-045904 was filed by Ronald G. Taylor ("Taylor") with the Board on February 26, 2007, against the Clark County Education Association ("Association" or "CCEA"), the Association's Review Board, Africa Sanchez, Esq., Vicki Courtney, and Karen Ackerman. The allegations against the Respondents were that they discriminated against Taylor due to his involvement in a rival employee organization. The complaint in A1-045906 was filed by Taylor with the Board on March 2, 2007, against the Association and Mary Ella Holloway. At issue in this matter was the Respondents' breach of its duty to represent Taylor and his expulsion from the Association. On September 20, 2007, Case Nos. A1-045904 and A1-045906 were consolidated for purposes of an administrative hearing.

After hearing the merits of the claim, pursuant to NRS 288.270(2), the Board concluded that it is a prohibited labor practice to "interfere with, restrain or coerce any employee in the exercise of any right guaranteed" in NRS chapter 288 and/or discriminate against an employee for personal reasons. Pursuant to NRS 288.140(1), the Board concluded that "[i]t is the right of every local governmental employee . . . to join any employee organization of his choice or to refrain from joining any employee organization."

The Board further concluded that the Respondents and each of them discriminated against Taylor in that certain members were disciplined for dissenting with the Association and others were not. Taylor was the member who was disciplined by formal expulsion from the Association, although the acts and/or conducts of voicing a dissenting opinion of the Association were not so egregious warranting the severe sanction of expulsion.

The Respondents and each of them committed a prohibited labor practice by interfering and restraining Taylor "in the exercise" of his right to join the employee organization representing the bargaining unit of which he is a member, i.e., the Association; and that Taylor has undisputedly lost certain rights, privileges, and/or benefits as identified herein.

The Board ordered the Association to reinstate Taylor's membership in the Association and ordered to cease and desist from any further prohibited practice against Taylor. Taylor was further awarded costs incurred in filing the claim. Finally, the Board ordered that the Association post a notice concerning the Association's prohibited labor practices.

Item #657D **Consolidated Case Nos. A1-045904, Ronald G. Taylor vs. Clark County Education Association, CCEA Review Board, Africa Sanchez, Esq., Vicki Courtney and Karen Ackerman and A1-045906, Ronald G. Taylor vs. Clark County Education Association and Mary Ella Holloway (8/06/2008).**

The Association timely filed a Petition for Rehearing, or in the alternative, Petition for Reconsideration. Based on the arguments raised in the petition, the Board granted the petition and the hearing was ordered to resume at the point in testimony at which the motion for summary judgment was previously granted. The Board further ordered that the order entered on 7/16/2008 (Item 657C) be set aside.

[Item #657E](#) **Consolidated Case Nos. A1-045904, Ronald G. Taylor vs. Clark County Education Association, CCEA Review Board, Africa Sanchez, Esq., Vicki Courtney and Karen Ackerman and A1-045906, Ronald G. Taylor vs. Clark County Education Association and Mary Ella Holloway (02/10/09).**

After a rehearing of the merits of this claim, the Board concluded that the Respondents and each of them did not discriminate against Complainant pursuant to the provisions of NRS chapter 288. His open and blatant attempt to decertify the Association was sufficient to justify his expulsion from the Association. The Board further concluded that the Respondents and each of them did not commit a prohibited labor practice in this action by interfering and restraining Taylor "in the exercise" of his right to join the employee organization representing the bargaining unit of which he is a member, i.e., the Association. Taylor was given the right to resume his membership with no lost benefits, but he refused to accept the same.

Based on these conclusions, the Board ordered that the Complainant failed to substantiate his claims of prohibited labor practices by the Respondents, and dismissed the complaints with prejudice, with each party to bear their own fees and costs.

[Item #658](#) **Case No. A1-045906, Ronald G. Taylor vs. Clark County Education Association and Mary Ella Holloway (5/31/07).**

The Board denied the Motion to Strike the Motion to Dismiss as no prejudice has resulted from the erroneous information contained within the certificate of mailing.

[Item #658A](#) **Case No. A1-045906, Ronald G. Taylor vs. Clark County Education Association and Mary Ella Holloway (7/13/07).**

The Board denied the Motion to Dismiss and ordered Taylor to file an answer to the counterclaim.

[Item #659](#) **Case No. A1-045908, Ronald G. Taylor vs. Clark County School District and Clark County Education Association (5/31/07).**

The Board denied both Respondents' Motions to Dismiss.

[Item #659A](#) **Case No. A1-045908, Ronald G. Taylor vs. Clark County School District and Clark County Education Association (9/20/07).**

Complainant Taylor filed a "Motion to Withdraw" this case against all named Respondents without prejudice. CCEA filed a "Response" to the Motion on July 30, 2007. On August 24, 2007, Taylor and CCEA filed a joint "Stipulation to Dismiss Complaint and Counterclaim" with prejudice. Although the School District did not sign this Stipulation, it appeared that the intent of the parties was to dismiss this matter in its entirety, with each party to bear their own costs incurred.

The Board granted the motion to withdraw without prejudice as to the school district and dismissed the complaint and counter-complaint with prejudice as to the Association pursuant to the parties' stipulation.

Item #660 **Case No. A1-045884, Education Support Employees Association vs. International Brotherhood of Teamsters, Local 14 (7/13/07).**

The Board dismissed the matter with prejudice pursuant to the stipulation of the parties.

Item #661 **Case No. A1-045909, Karen Banks vs. Clark County Department of Aviation (9/20/07).**

The Board granted in part and denied in part the Motion to Dismiss. The portions of Banks' complaint regarding NRS 613 and 284 are dismissed as not within the Board's jurisdiction and that any events alleged beyond the six-month statute of limitations are also dismissed.

Item #661A **Case No. A1-045909, Karen Banks vs. Clark County Department of Aviation (10/24/07).**

Respondent Clark County Department of Aviation filed a Motion for Reconsideration or the alternative, Motion to Defer. The Board previously entered an Order (Item 661) dismissing portions of Banks' administrative complaint which were barred by the Board's statute of limitations and/or beyond this Board's jurisdiction. The portions of Banks' complaint pertaining to discrimination were not dismissed. The Motion for Reconsideration or to Defer was based upon Banks filing a complaint in Federal court as well as filing a complaint with the Nevada Equal Rights Commission ("NERC"), both complaints also alleging discrimination.

The Board denied the Motion for Reconsideration as no additional evidence has been submitted and granted the Motion to Defer until Banks obtained counsel or until the NERC ruled on the complaint or when the Federal court decided the case that was pending.

Item #661B **Case No. A1-045909, Karen Banks vs. Clark County Department of Aviation (12/18/07).**

Based upon the Board's previous Order (Item 661A) granting the Motion to Defer and the status report filed by Respondent stating that the NERC/EEOC dismissed its matter based on its failure to complete the investigation within the mandatory time frame, and the Federal action was dismissed, without prejudice, for Banks' failure to exhaust her administrative remedies, the Board ordered both parties to submit their pre-hearing statements.

Item #661C **Case No. A1-045909, Karen Banks vs. Clark County Department of Aviation (2/12/2008).**

Based upon the Board's previous Order (Item 661B) that the parties submit their pre-hearing statements,
Clark County Department of Aviation filed its pre-hearing statement with a Motion to Dismiss. Banks filed a document entitled "RE: Order, Dated December 18, 2007" on December 31, 2007. Thereafter, on February 5, 2008, Banks filed a document entitled "Request for Additional Time" indicating that she needed more time to obtain representation.

Banks had continually requested additional time to find counsel since October 2007 and she failed to comply with the Board's order of December 18, 2007. The Board ordered the matter dismissed with prejudice.

Item #662 **Case No. A1-045913, Clark County Education Association vs. International Brotherhood of Teamsters, Local 14 and Clark County School District (9/20/07).**

A Petition for Declaratory Order was filed by the Clark County Education Association ("CCEA") with the Board on August 8, 2007, requesting that the Board enter a declaratory order determining that the next window period during which a rival employee organization may challenge the recognition of CCEA which began on November 1, 2007, and ended on November 30, 2007. CCEA also filed a Motion for Expedited Decision. Local 14 agreed with CCEA that under the plain language of the NAC 288.146 and based on the fact that the third year of the CCEA-District collective bargaining agreement expired on June 30, 2008, a window period during which a non-incumbent labor organization may challenge CCEA opened November 1, 2007 and ended November 30, 2007.

The Board denied the request for a Declaratory Order as there is no case in controversy, because the parties agreed on the duration of the widow period.

Item #663 **Case No. A1-045910, International Association of Firefighters, Local 1908 vs. County of Clark, State of Nevada; Clark County Fire Department (9/20/07).**

On June 6, 2007, the International Association of Firefighters, Local 1908 ("Association") filed a "Verified Appeal of County's Refusal to Include Certain Job Classifications within Local 1908's Bargaining Units" with the Board.

After a review of the pleadings and documents, the Board exercised its discretion under NRS 288.220(2) whether or not to hear a complaint. The Board ordered the matter dismissed after determining that a hearing is not warranted pursuant to NRS 288.110(2) and NAC 288.375, and that insufficient evidence of a violation of NRS chapter 288 was provided upon which a hearing is warranted.

Item #663A **Case No. A1-045910, International Association of Firefighters, Local 1908 vs. County of Clark, State of Nevada; Clark County Fire Department (10/24/07).**

The Board denied the Complainant's Request for Reconsideration/Rehearing as it did not identify new evidence which would persuade the Board to hear this matter. Additionally, as identified in Respondents' Pre-Hearing Statement, SEIU Local 1107 had at the time represented the workers at issue and SEIU was not named as a party in the matter.

Item #663B **Case No. A1-045910, International Association of Firefighters, Local 1908 vs. County of Clark, State of Nevada; Clark County Fire Department (07/29/08).**

Complainant filed a motion to continue the administrative hearing and set forth good cause to support the request for continuance. There was no opposition to the motion and the Board granted the motion.

Item #663C **Case No. A1-045910, International Association of Firefighters, Local 1908 vs. County of Clark, State of Nevada; Clark County Fire Department (02/10/09).**

A verified document entitled Appeal of County's Refusal to Include Certain Job Classifications Within Local 1908's Bargaining Units was filed with the Board on June 6, 2007, by the International Association of Fire Fighters, Local 1908 ("Union"), naming as Respondents Clark County, Nevada ("County") and the Clark County Fire Department ("Department"). The Union wanted to include the following classifications of workers into its representation: "auto and equipment specialist," "chemical engineer," "fire equipment technician," "fire mechanical supervisor," "fire protection engineer," and "materials controller." The Union claimed that these workers classifications share a "community of interest" with the employees it currently represents. The Union claimed that the County and the Department refused to voluntarily recognize it as the appropriate bargaining agent. In essence, the Union claimed that the County and the Department violated NRS and NAC chapters 288 and committed the prohibited labor practice of failure to negotiate in good faith.

After a hearing on the merits of the claim, the Board concluded that the classifications at issue have a greater community of interest with the Fire Department personnel, rather than with other county classifications, and ordered that these positions shall be included in the bargaining unit exclusively represented by the International Association of Fire Fighters, Local 1908.

Item #663D **Case No. A1-045910, International Association of Firefighters, Local 1908 vs. County of Clark, State of Nevada; Clark County Fire Department (04/03/09).**

The Association filed a motion to reconsider the issue of Attorney's fees. The Board denied the motion based on the facts that the employer in this matter indicated at the onset that it would comply with whatever decision is rendered by the Board. The acts of the employer in this matter did not rise to the level of being frivolous justifying an award of fees and costs.

Item #664 **Case No. A1-045911, Ginger Saavedra vs. City of Las Vegas, and James Carmany, and Lindsey Outland, and Brent Profaizer, and Morgan Davis, and David Cervantes (10/24/07).**

The Board granted the Motion to Defer to Arbitration and stayed this matter until completion of the arbitration.

Item #664A **Case No. A1-045911, Ginger Saavedra vs. City of Las Vegas, and James Carmany, and Lindsey Outland, and Brent Profaizer, and Morgan Davis, and David Cervantes (12/18/07).**

The Board dismissed the complaint with prejudice pursuant to the withdrawal request.

Item #665 **Case No. A1-045916, Randy Redinger vs. Reno-Sparks Convention Center and Reno-Sparks Convention and Visitors Authority (12/18/07).**

The Board requested the parties to provide information and reasons why the Reno-Sparks Convention Center is not a government employer. The Board granted the portion of the

Motion for Leave to Amend Complaint as there would be no prejudice to Respondents should the complaint be amended.

Item #665A **Case No. A1-045916, Randy Redinger vs. Reno-Sparks Convention Center and Reno-Sparks Convention and Visitors Authority (2/12/2008).**

Based on parties' responses, the Board ordered that the Reno-Sparks Convention Center is dismissed from this action, with prejudice.

Item #665B **Case No. A1-045916, Randy Redinger vs. Reno-Sparks Convention Center and Reno-Sparks Convention and Visitors Authority (4/03/2008).**

The Board ordered that Respondents' Motion to Strike or for a More Definite Statement and Motion to Dismiss or for a More Definite Statement and Request for Attorney's Fees and Costs is denied in all respects.

Item #665C **Case No. A1-045916, Randy Redinger vs. Reno-Sparks Convention Center and Reno-Sparks Convention and Visitors Authority (05/13/09).**

Based on the Stipulation filed, the Board dismissed this matter with prejudice.

Item #666 **Case No. A1-045915, Christina Gibson vs. Clark County and Service Employees International Union, Local 1107 (12/18/07).**

The Board ordered Gibson to provide proof of service of the complaint upon Clark County and of the "response" upon the Union. The Board granted in part the Motion to Dismiss as it pertains to events occurring before the six-month statute of limitations.

Item #666A **Case No. A1-045915, Christina Gibson vs. Clark County and Service Employees International Union, Local 1107 (2/12/2008)'**

Board ordered all parties file the pre-hearing statements.

Item #666B **Case No. A1-045915, Christina Gibson vs. Clark County and Service Employees International Union, Local 1107 (4/02/2008).**

The complaint was filed on October 17, 2007. Rather than file an answer, the Service Employees International Union, Local 1107 ("Union") filed its motion to dismiss this action; and the Board entered its Order regarding the same on December 18, 2007. Thereafter, an answer was filed by the Union on January 4, 2008. On February 29, 2008, Respondent Clark County, Nevada ("County") filed a Motion to File an Answer. No opposition was filed by the Complainant and Respondent Union. Failure to oppose a motion may be "construed as an admission that the motion is meritorious and as [a] consent to granting the motion." NAC 288.240(6).

The Board ordered the County to file its answer within 20 days and thereafter file its pre-hearing statement.

Item #666C **Case No. A1-045915, Christina Gibson vs. Clark County and Service Employees International Union, Local 1107 (6/23/2008).**

After reviewing all the parties' prehearing statements and a re-review of all the pleadings and documents, the Board declined to hear this matter and ordered the matter dismissed with prejudice.

Item #667 **Case No. A1-045902, International Association of Firefighters, Local No. 1265, vs. City of Sparks (2/12/2008).**

The Board granted the Stipulation to Dismiss Complaint and Counterclaim with Prejudice and dismissed the claim with prejudice.

Item #668 **Case No. A1-045912, Clark County Education Association, vs. Clark County School District (2/12/2008).**

The Board granted the Stipulation to Dismiss Plaintiff's Complaint, and dismissed the claim with prejudice.

Item #669 **Case No. A1-045910, Mt. Grant General Hospital, vs. SEIU Local 1107 and Operating Engineers Local Union No. 3 (2/12/2008).**

The Hospital requested a hearing to withdraw its recognition of SEIU and Operating Engineers Local 3. The union did not respond to the request of the Hospital, and the Board ordered the unions to file their respective answers with 20 days and the pre-hearing statements within 40 days.

Item #669A **Case No. A1-045910, Mt. Grant General Hospital, vs. SEIU Local 1107 and Operating Engineers Local Union No. 3 (4/02/2008).**

The parties resolved the issue of representation of the employees and requested that no hearing be held. The Board ordered the matter dismissed.

Item #670 **Case No. A1-045918, International Association of Firefighters, Local 731, vs. City of Reno (7/16/2008).**

The Board ordered to defer the matter pending the parties exhausting their CBA rights and required status reports every three months.

Item #670A **Case No. A1-045918, International Association of Firefighters, Local 731, vs. City of Reno (03/27/13).**

The Board dismissed this action with prejudice. Each party to bear its own costs and fees.

Item #671 **Case No. A1-045917, Douglas R. Smaellie vs. City of Mesquite/Mesquite Police Department (2/12/2008).**

Respondents City of Mesquite and the Mesquite Police Department filed a Motion to Dismiss, or in the Alternative, for a More Definite Statement. The Board granted Respondent's motion to dismiss without prejudice as a prohibited practice was not identified.

Item #672 **Case No. A1-045914, Keith Sandin vs. City of Boulder City; Boulder City Police Department and Boulder City Police Protective Association (4/02/2008).**

City did not file an answer, and the Board ordered pre-hearing statements from all parties.

Item #672A **Case No. A1-045914, Keith Sandin vs. City of Boulder City; Boulder City Police Department and Boulder City Police Protective Association (6/23/2008).**

Pursuant to a previous order by the Board (Item 672) pre-hearing statements were ordered from all parties. No pre-hearing statements were received from any of the parties. The Board found the Complainant did not prosecute his case in a timely manner, and ordered the matter dismissed in its entirety.

Item #673 **Case No. A1-045920, Humbolt County Education Association vs. Humbolt County School District (4/02/2008).**

The parties submitted a Stipulation to Dismiss and the Board ordered the matter dismissed.

Item #674 **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (4/03/2008).**

Respondent City of North Las Vegas filed a motion to dismiss claiming that the Board did not have jurisdiction because Boykin was claiming a Civil Rights action, i.e. discrimination. The Board ordered that the motion to dismiss be considered as a request for a more definite statement and granted the motion. The Board further ordered Complainant Boykin to file an Amended Complaint.

Item #674A **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (6/23/2008).**

Respondent City of North Las Vegas filed another motion to dismiss after Boykin amended his complaint. The Board cited sufficient allegations within the complaint to warrant denial of the motion and ordered Respondent City to file its answer.

Item #674B **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (9/10/2008).**

Respondent City of North Las Vegas appealed to District Court, and filed a motion to stay the administrative claim. The Board granted the motion to stay pending a ruling from the Eighth Judicial District Court.

Item #674C **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (02/09/09).**

Respondent City of North Las Vegas filed a motion to stay the proceedings pending a Nevada Supreme Court appeal. The Board had previously stayed these proceedings while the matter was in the 8th Judicial District Court and that decision has been rendered. The Board denied the motion and ordered this matter be scheduled for hearing.

Item #674D **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (9/10/2008).**

The respondent filed a motion to dismiss the complaint based of NRS 288.110(2) as a hearing was not held within the 90-day time frame. The Board construed the 90-day time frame to be directory in nature, and not mandatory. The Board endeavored to conduct hearings within the 90-day time frame. In this circumstance, the Board was unable to do so due to the lack of legislative funding and a complainant should not be prejudiced by the financial inability of this Board to convene and hold a hearing. The Board denied the motion.

Item #674E **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (11/12/10).**

The Complainant claimed Respondent committed a unilateral change of the terms of employment by discharging him without proper procedures. The Board found Complainant offered substantial evidence that a bargained-for disciplinary process set forth in Article 22 covered all peace officers. The agreement afforded Complainant certain rights, including the right to notice of an investigation and advanced notice of an interrogation, the right to representation, and the right to have final disciplinary decision decided by a mitigation panel. The Respondent simply relieved Complainant of his duty and did not bargain for a change with bargaining agent. Consequently, the Board held Respondent committed a prohibited labor practice by changing the bargained-for disciplinary procedure. Further, the Board rejected the additional racial discrimination claim and constitutional claim brought by Complainant.

Item #674F **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (12/10/10)**

Board orders that Complainant's petition for rehearing be granted. The Board also agrees that the rehearing in this matter be set for oral arguments pursuant to NAC 288.306.

Item #674G **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (01/14/11)**

The Board ordered its prior order in this matter stand and not in need of change of modification.

Item #674H **Case No. A1-045921, Mark Anthony Boykin vs. City of North Las Vegas Police Department (01/14/11)**

The Board ordered Complainant be awarded fees and costs incurred in this matter pursuant to NRS 288.110(6).

Item #675 **Case No. A1-045922, Dorr R. Bundy vs. Service Employee International Union (SEIU), Local 1107 (7/16/2008)**

Bundy filed a complaint alleging prohibited labor practices, i.e., breach of duty of fair representation. SEIU filed its answer and its pre-hearing statement. Bundy did not file one and the Board ordered Bundy to file his pre-hearing statement.

Item #675A **Case No. A1-045922, Dorr R. Bundy vs. Service Employee International Union (SEIU), Local 1107 (9/10/2008).**

Bundy failed to file his Pre-hearing statement and the Board dismissed the matter, with prejudice.

Item #676 **Case No. A1-045924, Douglas County Professional Education Association vs. Douglas County School District (4/02/2008).**

A Stipulation to Dismiss was submitted. The Board granted the stipulation and dismissed this matter with prejudice.

Item #677 **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department and The North Las Vegas Police Officers Association (4/03/2008).**

Wilson, a probationary employee, was non-confirmed, and filed a complaint (in proper person). Both respondents filed their answers and the Association filed a motion to dismiss claiming it did not have authority to represent Wilson at a non-confirmation hearing. The Board ordered the motion to dismiss as a request for a more definite statement and granted the motion. The Board further ordered Wilson to file an Amended Complaint. The Board also found the answers filed by the respondents to be timely and denied Wilson's motion to dismiss alleging that the answers filed by the respondents were untimely.

Item #677A **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department and The North Las Vegas Police Officers Association (6/25/2008).**

Based on a notice by Wilson requesting the dismissal of the Association, the Board ordered the Association dismissed.

Item #677B **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department and The North Las Vegas Police Officers Association (7/30/2008).**

Respondent North Las Vegas Police Department ("Department") filed a motion to dismiss the amended complaint. The Board denied the motion, finding that there were sufficient allegations made by Complainant to warrant the continuation of the matter. The Board reserved its right to reconsider dismissal and further ordered the Department to file its pre-hearing statement, which it has failed to do, notwithstanding the motion to stay filed by the

Department pending the outcome of a District Court case.

Item #677C **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department and The North Las Vegas Police Officers Association (9/10/2008).**

Respondent City of North Las Vegas filed a motion to stay pending a ruling from the Eighth Judicial District Court case, and the Board granted the motion.

Item #677D **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department (02/09/09).**

The Respondent filed a motion to stay the proceedings pending a Nevada Supreme Court appeal. The Board had previously stayed these proceedings while the matter was in the Eighth Judicial District Court and that decision has been rendered. The Board denied the motion and ordered this matter be scheduled for hearing.

Item #677E **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department (08/26/10).**

The Board found the City committed a prohibited labor practice under NRS 288.270(1)(d) and ordered Complainant to be offered employment as a Deputy Marshall or equivalent. The City failed to meet the burden of proof that it would have taken the same actions of rejecting Complainant in the absence of her filed complaint for requested overtime compensation. The Board found the City's claim that the hiring authority was not aware of the EMRB complaint was not credible and did not satisfy the burden. Further, the City's claim that Complainant's application for Deputy Marshal was rejected due to her non-confirmation for untruthfulness was contradicted by City's own Civil Service Ordinance at the time and testimony presented. Therefore, the Board found the City committed a prohibited labor practice by retaliation under NRS 288.270(1)(d) for depriving Complainant with opportunity to work for City as a Deputy Marshall. Additionally, the Board denied a discrimination claim based on gender, age, disability, and personal reasons because the Complainant could not demonstrate a prima facie case with sufficient evidence. It was further ordered that the City post copies of the attached notice for 60 consecutive days in a conspicuous place within 14 days after receipt. The City was also ordered to file a sworn certificate of attestation to the steps taken to comply with this order with the Commissioner of the EMRB within 21 days after posting the attached notice. Moreover, Vice-Chairman, Sandra Masters, dissented in regards to the discrimination claim based on personal reasons, noting Complainant offered direct and substantial evidence that personal dislike and personal bias were motivating factors in her non-confirmation.

Item #677F **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department (08/26/10).**

The Board ordered Complainant's motion to strike Respondent's Post hearing reply brief me denied.

Item #677G **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department (09/21/10).**

The Board denied Complainant's petition for rehearing and motion to alter and amend.

Item #677H **Case No. A1-045925, Nicole D. Wilson vs. North Las Vegas Police Department (11/08/10).**

The Board Complainant to be awarded her costs incurred in this action. However, the Board does not find that an award of attorney's fees is appropriate because Complainant appeared pro se.

Item #678 **Case No. A1-045926, Manuel Mecenas vs. City of North Las Vegas and Teamster Local #14 (6/23/2008).**

Based on Complainant's request, the Board dismissed this matter with prejudice.

Item #679 **Case No. A1-045928, Regional Transportation Commission of Southern Nevada vs. Service Employees International Union Local 1107(SEIU) (6/23/2008).**

Board ordered RTC file proof of service to SEIU and if service is perfected, parties are to file pre-hearing statements.

Item #679A **Case No. A1-045928, Regional Transportation Commission of Southern Nevada vs. Service Employees International Union Local 1107(SEIU) (7/30/2008).**

Based on Complainant's request, the Board ordered the matter dismissed with prejudice.

Item #680 **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (6/25/2008).**

The Police Department and Association filed motions for dismissal rather than answers. The Board denied both motions without prejudice. Board also ordered that the Association may file an answer and the parties shall file pre-hearing statements.

Item #680A **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (9/10/2008).**

Both the Department and Frabbiele filed motions to stay this matter pending the outcome of a District Court case. The Association filed an answer with a cross claim against the Department. The Department filed a motion to dismiss the cross claim. The Board denied the motion to dismiss the crossclaim by the Department, and granted the motions to stay pending a ruling from the Eighth Judicial District Court case.

Item #680B **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (11/18/2008).**

District Court ruled in favor of EMRB and against the Police Department. The Board ordered the parties shall file their pre-hearing statements.

Item #680C **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (02/09/09).**

The respondent file a motion to "stay" the proceedings pending a Nevada Supreme Court appeal. The Board had previously "stayed" these proceedings while the matter was in the 8th Judicial District Court and that decision has been rendered. The Board denied the motion and ordered this matter be scheduled for hearing.

Item #680D **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (11/18/09).**

The Board approved the stipulation to extend the deadlines for filing the post-hearing briefs.

Item #680E **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (01/29/10).**

The Board granted Complainant's motion to correct the record, changing the word "legally" to "illegally" in one portion of the transcript. The Board also denied the City of North Las Vegas' motion to strike portions of Complainant's post-hearing brief.

Item #680F **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (02/01/10).**

The Board denied Respondent's motion to dismiss without prejudice. Furthermore, the Board rejected the Complainant's attempt to preclude a statute of limitation defense using NAC 288.220(3) because the issue had been contested throughout the case. Additionally, citing Delaware State College v. Ricks, the Board noted that the statute of limitations began to run when an employee knew or should have known of adverse employment conduct, not on the subsequent date of termination. Therefore, the Board held that the Complainant's petition was untimely because the Complainant filed more than six months after being notified of non-confirmation, exceeding the statute of limitations period contained in NRS 288.110(4). Please note this decision was overturned by the courts.

Item #680G **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (03/02/10).**

The Board denied Complainant's petition for rehearing, stating that he knew or should have known by September 10, 2007 that he was being non-confirmed, and that therefore this date is beyond the six months statute of limitations. The Board further stated that there was no basis for tolling the limitations period because the events complained pre-date the relevant personnel order. Neither did any actions of Complainant's employee organization in not processing his claims toll the statute of limitations as to his claims against the City.

Item #680H **Case No. A1-045929, Timothy Frabbiele vs. City of North Las Vegas; North Las Vegas Police Department and North Las Vegas Police Officers Association (04/22/10).**

The Board denied the City of North Las Vegas' motion for partial recovery of its attorney fees and costs, noting that the decision whether or not to award fees and costs is left to the Board's discretion. The Board further noted that this case was decided on a procedural basis, namely related to a statute of limitations issue, and that it was not clear whether the city would be permitted to assert such a defense until the Board granted its consent, which only occurred after the close of the hearing and submission of the post-hearing briefs.

Item #680I

Case No. A1-044929, Timothy Frabbiele v. City of North Las Vegas (9/24/14).

Timothy Frabbiele was a probationary police officer for the City of North Las Vegas. In the summer of 2007 he was the subject of an internal affairs investigation that arose out of a parking ticket he issued. During that process the City interviewed him and others and issued him a memo to attend a mitigation hearing, he attended the mitigation hearing, and on September 5, 2007, the City requested he attend a meeting on September 10, 2007 to receive discipline. However, at his discipline meeting he instead was non-confirmed. He later filed a complaint with the EMRB, alleging a unilateral change, discrimination based on personal affiliation and discrimination based upon sex. The EMRB dismissed the complaint, stating it was one day beyond the six-month filing period.

Mr. Frabbiele ultimately appealed this decision to the Nevada Supreme Court, which remanded the case back to the EMRB for a reconsideration of the timeliness issue in light of intervening rulings by the Court. In another case decided by the Court after the EMRB decided Frabbiele, the Court ruled that the limitations period does not begin to run until the aggrieved party has "clear and unequivocal notice of a violation" which is defined as having "first-hand knowledge of the facts necessary to support a present and ripe prohibited labor practices complaint." The Court also directed the EMRB to consider whether equitable tolling should apply. Based on a review of these considerations the Board this time determined that Mr. Frabbiele's complaint was indeed timely. It then determined that one of the three claims filed by Mr.Frabbiele, that of a unilateral change to the disciplinary process, was valid and that Mr. Frabbiele should be reinstated to the status he was on as of September 10, 2007, which was on paid administrative leave pending discipline, that he receive back pay and benefits less what he may have earned in the interim, and that any adverse determinations be expunged from his file.

Item #681

Case No. A1-045930, Washoe Education Support Professionals vs. Washoe County School District (6/25/2008).

The Association filed for a declaratory order with this Board. The issues were whether a non-member of the recognized labor organization is entitled to representation from another labor organization in grievance proceedings. The Board felt that this issue will have significant impact all parties and requested that this matter be scheduled for hearing.

Item #681A

Case No. A1-045930, Washoe Education Support Professionals vs. Washoe County School District (02/10/09),

The Board issued a declaratory order that a nonmember employee can appoint any representative, or "counsel" to represent him/her concerning "any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms" of the parties' collective bargaining agreement.

Item #682 **Case No. A1-045931, Hans Albrecht vs. City of Henderson; International Association of Firefighters, Local 1883 (6/23/2008).**

Respondent City of Henderson filed a motion to dismiss alleging the complainant was filed beyond the 6-month statute of limitations. The motion was granted and the matter was dismissed, with prejudice.

Item #683 **Case No. A1-045905, Kathleen Noahr and Crystal Patterson vs. City of North Las Vegas (7/16/2008).**

The parties entered into a "Stipulation to Defer Pending Arbitration". They also stipulated that they would keep the Board "apprised" of the developments in the case. Hearing nothing from the parties, the Board ordered the parties to provide a status report.

Item #683A **Case No. A1-045905, Kathleen Noahr and Crystal Patterson vs. City of North Las Vegas (9/10/2008).**

The City provided a status report that the arbitrator had found in favor of the City and against the complainants. The complainants have not communicated with the City, and failed to file a response to the Board's order or a pre-hearing statement. The matter was dismissed, with prejudice.

Item #684 **Case No. A1-045927, Nye County Law Enforcement Association vs. County of Nye and Nye County Sheriff's Office (7/16/2008).**

The Association filed a complaint alleging prohibited labor practices. On June 177, 2008, Richard P. McCann of COPS filed a Petition for permission to practice before the Board. No opposition was filed by Nye County. The Board denied the petition because NAC 288.278(1) requires the association with counsel who is licensed to practice in this State. Furthermore NAC 288.278(2) requires am employee to also be a member of the organization. The Board also ordered pre-hearing statements.

Item #684A **Case No. A1-045927, Nye County Law Enforcement Association vs. County of Nye and Nye County Sheriff's Office (9/10/2008).**

The Board allowed additional time for the parties to submit their pre-hearing statements.

Item #684B **Case No. A1-045927, Nye County Law Enforcement Association vs. County of Nye and Nye County Sheriff's Office (11/18/09).**

This complaint was filed on January 29, 2008. The Board ordered pre-hearing statements in July 2008. The parties was granted additional time in September of 2008 and was given until November 2008. The Board found that the Complainant's failure to prosecute its Complaint within a reasonable time under NAC 288.375(3), ordered that this matter be dismissed.

Item #684C **Case No. A1-045927, Nye County Law Enforcement Association vs. County of Nye and Nye County Sheriff's Office (9/10/2008).**

The complainant hired a new attorney and filed a motion to reconsider, Reopen and/or set aside the order of November 18, 2009. The Board ordered the Complainant show cause supporting its allegation that good cause exist for granting of the Motion. It further ordered that Complainant file a Substitution of Attorney in this matter.

Item #684D **Case No. A1-045927, Nye County Law Enforcement Association vs. County of Nye and Nye County Sheriff's Office (01/29/10).**

The Board finds Complainant's has not shown cause as to why this matter should not be dismissed. The Board dismisses motion and the November 18, 2009 order stands.

Item #685 **Case No. A1-045933, Michael Elgas vs. SEIU, Local 1107 and Las Vegas Convention and Visitors Authority (7/30/2008).**

The Authority filed a motion to dismiss. Seiu didn't join in the motion but rather filed an answer. The Board granted the motion and dismissed the matter without prejudice, based on the arguments made by the Authority, including the fact that the complaint was filed beyond the six month statute of limitations.

Item #686 **Case No. A1-045934, Service Employees International Union(SEIU), Local 1107 vs. Las Vegas Convention and Visitors Authority (9/10/2008).**

Based on the parties' stipulation to dismiss, this matter is dismissed, with prejudice.

Item #687 **Case No. A1-045935, Henderson Police Supervisors Association vs. the City of Henderson (10/02/2008).**

Based on a "Notice of Voluntary Dismissal" filed by the Association, this matter was dismissed, with prejudice.

Item #688 **Case No. A1-045932, Douglas County Support Staff Organization vs. Douglas County School District (11/18/2008).**

At the request of the parties, this matter is dismissed, with prejudice.

Item #689 **Case No. A1-045937, Henderson Police Officers Association vs. City of Henderson; Henderson Police Department (11/18/2008).**

Board ordered the parties to file their respective pre-hearing statements.

Item #689A **Case No. A1-045937, Henderson Police Officers Association vs. City of Henderson; Henderson Police Department (09/15/09).**

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Having no progress in this matter, the Board ordered pre-hearing statements by October 15, 2009.

Item #689B **Case No. A1-045937, Henderson Police Officers Association vs. City of Henderson; Henderson Police Department (11/18/09).**

The Board granted the Stipulation to Dismiss with prejudice which was entered into by and between the parties. Each party to bear their own fees and costs.

Item #690 **Case No. A1-045939, Police Officers Association of the Clark County School District/COPS N-CWA, Local 9111 vs. Clark County District (11/18/2008).**

This matter was scheduled for arbitration; however, the parties could not agree on whether the decision would be final and binding (does the Association fall under NRS Chapter 288.200 or NRS Chapter 288.215). The Association for a declaratory order and the District filed a motion to dismiss. The motion to dismiss is denied and the District may file an answer within ten (10)days and the parties are to timely file their respective pre-hearing statements.

Item #690A **Case No. A1-045939, Police Officers Association of the Clark County School District/COPS N-CWA, Local 9111 vs. Clark County District (02/09/09).**

The Association filed a "Motion for Sanctions for Failure to Comply with Board Order" regarding the late-filed Answer by the School District. The Board Denied the Motion for Sanctions and ordered the petition be set for hearing.

Item #690B **Case No. A1-045939, Police Officers Association of the Clark County School District/COPS N-CWA, Local 9111 vs. Clark County District (01/29/10).**

This case was filed as a Petition for Declaratory Ruling. The Board declared the members of the Clark County School District Police Officers Association are "police officers" as defined by NRS 288.215(1)(b). Further, the Board declared that the members of the Clark County School District Police Officers Association are entitled to implement the impasse procedures set forth in NRS 288.215. Moreover, Respondent shall engage in the impasse procedures set forth in NRS 288.215, which pertain to police officers.

Item #691 **Case No. A1-045940, Las Vegas City Employees' Association & Nenad M. Mirkovic vs. City of Las Vegas (11/18/2008).**

The Complainant alleged discriminatory labor practices by the City towards Mirkovic based upon his involvement with the Association. City filed a motion to dismiss and requested, alternatively, to defer the matter until the parties have exhausted their CBA rights. Board denied the motion to dismiss, but deferred the matter until the parties have exhausted their rights and remedies pursuant to their CBA.

Item #691A **Case No. A1-045940, Las Vegas City Employees' Association & Nenad M. Mirkovic vs. City of Las Vegas (02/04/09).**

The Board granted the "Stipulation" and dismissed the matter, with prejudice, with each party to bear their own fees and costs.

Item #692 **Case No. A1-045941, Washoe County Sheriff's Deputies Association vs. Washoe County Sheriff's Office and Washoe County (11/18/2008).**

Based on a "Voluntary Withdrawal of Complainant", the Board dismissed the matter, with prejudice.

Item #693 **Case No. A1-045942, Ronald G. Taylor, Tanya Abel, Joanne Barnes, Donna Benson, Ron Bloom, Patty Bray, Richard Dallas, Kara Dean, Shauene Edwards, Mary Beth Franta, Elizabeth A. Goodman, Susan Gkunn, Michael Harrison, Phil Hoffman, Jackie Johnson, Geannitta M. Jones, Cynthia Lang, Sherry Melder, Ericka Nygard, Dejon Nygard, Kent T. Reardon,, Vicki Silvernail-Smith, Sue Stoddard, Robin Vircsick, Richard Whitney, Donna D. Williams, and Colin Wilson vs. Clark County Education Association (CCEA), Clark County School District, and Clark County School Board of Trustees (11/18/2008).**

The Complainant alleged prohibited labor practices by the respondents, relating to the assessment of a mandatory fee on all current bargaining unit employees and the Association's alleged breach of its duty to represent the bargaining unit employees. The School District and Trustees filed a Motion to Dismiss, claiming they did not violate any provisions of NRS Chapter 288. The Association filed a Motion to Dismiss, claiming that the complaint was not verified by all complainants, and only one individual signed it, and that person was not an attorney. Board granted the Association's motion to dismiss without prejudice, all complainants must sign and verify the complaint should it be refiled. The Board granted the District's motion to dismiss without prejudice.

Item #694 **Case No. A1-045923, Reno Police Supervisory and Employees Association vs. City of Reno (04/03/09).**

The Association alleged that the City attempted to make all Deputy Chiefs "confidential employees" by assigning them to negotiate on behalf of the City in other non-police departments, in an attempt to eradicate this specific bargaining unit. The Board found in favor of the Association and found that the City of Reno has committed unfair labor practices under NRS 288.270(1)(a), interference, restraint, and/or coercion of employees, and their employee organization, and NRS 288.270(1)(e), by refusing to negotiate with the Association in this action. The Board ordered that the City cease and desist such prohibited practices and to commence negotiations with the Association on the collective bargaining agreement on behalf of the Deputy Chiefs. The Board further ordered fees and costs to the Complainant, and that the City post a notice of the Prohibited Labor Practices for a period of ninety (90) days from the date of this order.

Item #694A **Case No. A1-045923, Reno Police Supervisory and Employees Association vs. City of Reno (04/03/09).**

The Board accepted Complainant's explanation for attorney fees and awarded them to Complainant.

Item #695 **Case No. A1-045935, Douglas County Support Staff Organization and Douglas County Professional Education Association vs. Douglas County School District (02/09/09).**

The parties agreed to settle this dispute and filed a stipulation to dismiss the complaint. The Board Dismissed this matter, with prejudice, with each party to bear their own fees and costs.

Item #696 **Case No. A1-045943, Dennis Trettel vs. Washoe County Medical Examiner's Office, Dr. Ellen G. I. Clark, and Washoe County Employee Association (02/09/09).**

The complainant alleged that he was terminated and was not compensated for overtime/on call compensation. The Respondent (Medical Examiner) filed a motion to dismiss and/or defer to arbitration/grievance process, and alleged that the Washoe County Medical Examiner's office is not a local government employer and that the correct employer is Washoe County and is not named in this matter and that a collective bargaining agreement("CBA") exists. Pursuant to the CBA, Trettel was not timely in filing a grievance. Trettel also claims that he was a probationary employee and was told by the Association that he was not covered by the CBA. The Board Dismissed the complaint because the Complainant failed to allege any violations of NRS 288 and in particular NRS 288.270. Based on the dismissal, the requests for other relief was deemed moot.

Item #697 **Case No. A1-045938, Wade J. McAfee vs. Clark County Education Association (02/09/2009).**

The Complainant received an unsatisfactory evaluation and requested the assistance of the Association in grieving the evaluation. The Association responded that there was no violation of the collective bargaining agreement and outlined for the Complainant remedies and options he could pursue on his own. The Association filed two motions, one for a Summary Judgment and the other for a Continuance. The Complainant did not respond to any of the motions. The Board construed that the Complainant's failure to respond be construed as an admission that the motion is meritorious and is a consent to granting the motion. The Board granted the Summary Judgment for the Association with each party to bear their own costs and fees. The Motion for Continuance is denied as moot.

Item #698 **Case No. A1-045946, General Sales Drivers, Delivery Drivers and Helpers, Teamsters Local 14 vs. Las Vegas-Clark County Library District (04/03/09).**

The Complainant has filed a complaint against the District alleging unfair labor practices under NRS 288.150. Rather than file an Answer, the District filed a Motion to Dismiss alleging that the Teamsters had not exhausted their administrative remedies. The District also filed a Motion for the Recusal of Board Member James E. Wilkerson, Sr. The Board Denied the motion to Dismiss and the Motion for Recusal.

Item #698A **Case No. A1-045946, General Sales Drivers, Delivery Drivers and Helpers, Teamsters Local 14 vs. Las Vegas-Clark County Library District (11/02/09).**

The Respondent filed a Petition for Judicial Review with the Eighth Judicial District Court, as well as a Motion to Stay further proceedings by the Board. These motions was denied by District Court. The Board ordered that each party shall submit a pre-hearing statement to the Board.

Item #698B **Case No. A1-045946, General Sales Drivers, Delivery Drivers and Helpers, Teamsters Local 14 vs. Las Vegas-Clark County Library District (07/28/10).**

The Board dismisses this action with prejudice.

Item #699 **Case No. A1-045948, Dennis Trettel vs. Washoe County Employee Association (04/03/09).**

Trettel filed a complaint against the Association. Instead of an answer, the Association filed a motion to dismiss alleging that the complaint was beyond the six-month statute of limitations. In Trettel's opposition, the only date he provided was his termination date, which was more than six-months. The Board granted the Motion to Dismiss as to Trettel's claim for back pay as that claim is time-barred. The Board also granted the Motion to Dismiss as to the claim against the Association for failure to represent was also time-barred.

Item #699A **Case No. A1-045948, Dennis Trettel vs. Washoe County Employee Association (05/13/09).**

The Complainant was given the opportunity to amend his complaint and has failed to do so. The Board ordered that this matter is Dismissed, in its entirety, with each party to bear their own fees and costs.

Item #700 **Case No. A1-045945, Service Employees International Union (S.E.I.U.) Local 1107vs. Las Vegas Convention and Visitors Authority (LVCVA) (05/13/09).**

The Board granted the stipulation to Dismiss this matter, with prejudice, with each party to bear their own fees and costs.

Item #701 **Case No. A1-045947, Eugene Adams vs. Service Employees International Union; Nevada Service Employees international Union Local 1107; Does I through X, Inclusive, Roe Corporations 1-10, Inclusive (05/14/09).**

Adams was promoted and alleges that the collective bargaining agreement entitled him to standby pay which he did not receive. He alleges that the union didn't fairly represent him in his grievance. The Board found that his complaint was filed beyond the six (6) month statute of limitation, and Dismissed the complaint without prejudice with each party to bear their own fees and costs.

Item #701A **Case No. A1-045947, Eugene Adams vs. Service Employees International Union; Nevada Service Employees international Union Local 1107; Does I through X, Inclusive, Roe Corporations 1-10, Inclusive (06/22/09).**

The Complainant filed a motion for rehearing and reconsideration. The Board finding no new information, Denied the Motion, with prejudice.

Item #702 **Case No. A1-045950, Kisane Harper vs. The City of Las Vegas, Las Vegas Fire & Rescue (06/22/09).**

Harper alleges that when the City denied her request for additional Leave without Pay, they were treating her differently than other employees who had requested same. The parties requested to have an open extension of time in which to file their respective pre-hearing statements. The Board ordered that they file written reports with the Board every ninety(90) days, in lieu of their pre-hearing statements.

Item #702A **Case No. A1-045950, Kisane Harper vs. The City of Las Vegas, Las Vegas Fire & Rescue (01/29/10).**

The Board accepted the parties' stipulation to extend the deadline for submission of pre-hearing statements to January 29, 2010.

Item #702B **Case No. A1-045950, Kisane Harper vs. The City of Las Vegas, Las Vegas Fire & Rescue (01/24/10).**

The Board accepted the parties' stipulation to extend the deadline for submission of pre-hearing statements to March 15, 2010.

Item #702C **Case No. A1-045950, Kisane Harper vs. The City of Las Vegas, Las Vegas Fire & Rescue (06/22/10).**

The Board accepted the parties' stipulation to extend the deadline for submission of pre-hearing statements to May 3, 2010.

Item #702D **Case No. A1-045950, Kisane Harper vs. The City of Las Vegas, Las Vegas Fire & Rescue (06/03/10).**

The Board accepted the parties' stipulation to extend the deadline for submission of pre-hearing statements to June 17, 2010.

Item #703 **Case No. A1-045952, Washoe County Sheriff's Deputies Association and Washoe County Sheriff's Supervisory Deputies Association vs. Washoe County Sheriff's Office and Washoe County (09/15/09).**

After filing a Motion to Dismiss the Prohibited practices compliant file by Respondents, the Association filed a Voluntary Withdrawal of Complaint without prejudice. The Board accepted the Voluntary Withdrawal without prejudice,

Item #704 **Case No. A1-045953, Juvenile Justice Supervisors & Assistant Managers Association vs. County of Clark (09/15/09).**

The Association asked the County to recognize them as the bargaining unit and not S.E.I.U. Local 1107. The County filed a Motion to Dismiss and the complainants filed their opposition. The Board felt that the issues raised in the Complaint should be addressed at a hearing. The Board ordered that the County may file an answer, and that the parties shall file pre-hearing statements.

Item #704A **Case No. A1-045953, Juvenile Justice Supervisors & Assistant Managers Association vs. County of Clark (10/02/10).**

The Juvenile Justice Supervisors asserted that they were law enforcement officers and thus could not be in their existing supervisory bargaining unit that contained non-law enforcement supervisors as NRS 288.140(3) prohibits bargaining units from containing both law enforcement officers and other employees. The County asserted that they were not law enforcement officers as they did not take a certain oath and did not directly work for a law enforcement agency. The Board held that the term law enforcement officer was a broad one, encompassing a number of jobs that are POST certified but might not directly be within a law enforcement agency. The Board specifically noted that NRS 289 was amended to specifically include juvenile probation officers as a peace officer. The Board accordingly held that the juvenile justice supervisors could not remain in their current bargaining unit but left it up to the County to both determine the extent of the bargaining unit and for recognizing a bargaining agent when presented with proper documentation under NRS 288.160.

Item #705 **Case No. A1-045955, Laurie Bisch vs. The Las Vegas Metropolitan Police Department and Las Vegas Police Protective Association (10/28/09).**

Complainant alleges that the Department discriminated against her in a discipline and that the Association failed to properly represent her in that process. The Board denied the respondents motions to dismiss on timeliness, and ordered answers and pre-hearing statements.

Item #705A **Case No. A1-045955, Laurie Bisch vs. The Las Vegas Metropolitan Police Department and Las Vegas Police Protective Association (02/24/10).**

Board granted the Joint Stipulation to extend the time to file pre-hearing statements to January 15, 2010.

Item #705B **Case No. A1-045955, Laurie Bisch vs. The Las Vegas Metropolitan Police Department and Las Vegas Police Protective Association (08/26/10).**

The Board found in favor of Respondents on the claims asserted against it of breach of the duty of fair representation, unilateral employment changes, and political discrimination. Complainant wanted both her attorney and Association to represent her during disciplinary investigations. The board held Respondent did not breach the duty of fair representation because it acted at all times to ensure Complainant was represented and defers representation to private counsel for all employees. Furthermore, there was no evidence of fraud, deceit, or dishonest actions on the part of the Respondent. Additionally, because disciplinary procedures were not changed in Complainant's case, a unilateral change by the employer could not be substantiated. Moreover, there was no substantial evidence to support discrimination for political reasons.

Item #706 **Case No. A1-045956, Truckee-Carson Irrigation District vs. Truckee-Carson Irrigation District Employees' Association (09/17/09).**

The District filed a petition to withdraw recognition of the Association. The Association filed their opposition. After consideration of the motion and documents, the Board ordered the parties to submit pre-hearing statements.

Item #706A **Case No. A1-045956, Truckee-Carson Irrigation District vs. Truckee-Carson Irrigation District Employees' Association (04/22/10).**

The Board recognizes the parties' settlement agreement, including their election to withdraw any claim of affiliation with the Association.

Item #707 **Case No. A1-045951, Darlene Rosenberg vs. The City of North Las Vegas (11/19/09).**

Rosenberg alleges that her termination was motivated by the fact that she was a member of the Teamsters. The parties submitted their respective answer and pre-hearing statements. The Board, in its discretion, decided not to hear this case at this time unless and until Complainant has exhausted her administrative and contractual remedies. The Board ordered the parties to submit status reports on the completion of the administrative remedies.

Item #707A **Case No. A1-045951, Darlene Rosenberg vs. The City of North Las Vegas (07/28/10).**

The Complainant requested that her case, previously stayed pending completion of an arbitration, be heard, claiming that the City had unduly delayed the arbitration. The Board did not grant the Complainant's request outright, but rather it modified its prior order, staying the case for only three additional months. The Board also ordered the parties to file a joint progress report at the expiration of that period, said report to list the specific dates agreed upon for the arbitration.

Item #707B **Case No. A1-045951, Darlene Rosenberg vs. The City of North Las Vegas (02/14/12).**

The Board reviewed Complainant's status report, required by Item #707A, and noted that the arbitration had been held and that the arbitrator had ruled in favor of the Complainant. The Board, noting that it was its custom to adhere to the limited deferral doctrine, then gave any party who desired that the Board proceed to a hearing on the matter to present a Points and Authorities to the Board within thirty days and that if no such request is received then the Board would automatically defer to the arbitrator's award and conclude the matter.

Item **Case No. A1-045951, Darlene Rosenberg vs. The City of North Las Vegas (04/25/12).**

#707C

The Board, having noted that no party filed Points and Authorities (see Item #707B), the Board ordered that the proceeding be dismissed under the limited deferral doctrine.

Item #708 **Case No. A1-045957, Antonio Balasquide, vs. Las Valley Water District (11/19/09).**

The Complainant alleges that the District discriminated against him because of his race, national origin, and because of "personal reasons." The Respondent filed a motion to dismiss because the allegations consist solely of claims of discrimination, and do not involve any collective bargaining issues, and should be heard by the Nevada Equal Rights Commission (NERC). The Board Denied the Motion, and ordered the parties to submit their pre-hearing statements.

Item #708A **Case No. A1-045957, Antonio Balasquide, vs. Las Valley Water District (02/02/10).**

The Board dismissed this matter after the parties arrived at a settlement and entered into a stipulation to dismiss.

Item #709 **Case No. A1-045960, Police Officers Association of the Clark County School District vs. Clark County School District (11/10/09).**

The Complainant filed a complaint alleging unfair labor practices were committed by the District with respect to three association members. The District filed a motion to dismiss based on the Limited Deferral Doctrine and NAC 288.375. The Board Denied the motion to Dismiss, and tabled this matter pending progress reports from the parties regarding the progress and status of the arbitrations.

Item #710 **Case No. A1-045961, North Las Vegas Police Officers Association and Officer Gianni vs. The City of North Las Vegas, North Las Vegas Police Department (11/04/09).**

After filing a complaint against the City and the Police Department, the Complainant filed a notice of Voluntary dismissal without prejudice. The Board ordered the matter dismissed without prejudice.

Item #711 **Case No. A1-045962, Heath Barnes vs. Clark County and Service Employees International Union, Local 1107 (11/10/09).**

Barnes filed complaints against both the Union and the County. The County file a motion to dismiss based on the six (6) month statute of limitations. The Union did not join in on the motion. The Board Granted the Motion to dismiss by the County only.

Item #711A **Case No. A1-045962, Heath Barnes vs. Clark County and Service Employees International Union, Local 1107 (03/18/10).**

The Board denied Respondent's motion for summary judgement because Complainant presented a sufficient question of fact.

Item **Case No. A1-045954, Education Support Employees Association vs. Clark County**

#712 **School District (11/18/09).**

After the complaint was filed, the parties submitted a "Stipulation to Dismiss". The Board Granted the "Stipulation" and Dismissed the matter in its entirety, with prejudice, with each party to bear their own fees and costs.

Item #713 **Case No. A1-045965, Service Employees International Union, Local 1107 v. Clark County (10/05/10).**

The Board denied Respondent's motion to dismiss, finding that the Complainant did not waive its right to file a prohibited practices complaint because it did not timely file a grievance, that the Board does have jurisdiction over the claims asserted in the complaint, and that at this stage the complaint presents a question of fact as to whether Respondent retaliated against a member and thus dismissal was not warranted at this stage of the proceeding. The Board further ordered Respondent to file its answer and both parties to file their pre-hearing statements within 20 days of the date of the order.

Item #713A **Case No. A1-045965, Service Employees International Union, Local 1107 v. Clark County (10/05/10).**

This order reinstated employees subjected to the June 2009 layoffs. Under the Respondent's lay-off procedure, management could exempt some employees from layoff in order to provide for "the continued operation of the County." After negotiating an approved five-factor criteria aligned with this language, management additionally considered favoritism and disfavoritism of employees in their lay-off considerations. Consequently, since these additional factors were not negotiated, the Respondent was held to have committed a unilateral change of employment, under City of Reno v. Reno Police Protective Association. Furthermore, the Board found Complainant's additional claim of discrimination due to protected union activity lacking in substantial evidence.

Item #714 **Case No. A1-045958, Gisela Montecerin v. Clark County School District (02/02/10).**

The Board denied Respondent's motion to dismiss. Respondent had requested dismissal on the basis that the Complainant had filed claims with the Nevada Equal Rights Commission and the U.S. Equal Employment Opportunity Commission. The Board noted that the mere fact that the Complainant has concurrently filed similar claims with other agencies does not deprive the Board of the ability to hear claims arising under NRS 288.270(1)(f).

Item #714A **Case No. A1-045958, Gisela Montecerin v. Clark County School District (02/24/10).**

The Board granted Complainant's motion for leave to amend the complaint, citing to NAC 288.235(1), which allows any pleading to be amended or corrected, or any omission in the pleadings to be cured. The Board gave Complainant 10 days to file an amended complaint, Respondent 20 days upon service of the amended complaint to file an amended answer, and both parties 20 days from the date of the answer to file their pre-hearing statements.

Item #714B **Case No. A1-045958, Gisela Montecerin v. Clark County School District (06/25/10).**

The Board denied Respondent's motion to dismiss, stating there existed unresolved questions of fact sufficient to defeat the motion at this stage of the proceedings.

Item #714C **Case No. A1-045958, Gisela Montecerin v. Clark County School District (04/18/10).**

The Board dismissed the complaint with prejudice pursuant to the stipulation of the parties, each party to bear its own fees and costs.

Item #715 **Case No. A1-045968, Service Employees International Union, Local 1107 vs. Clark County Department of Aviation (02/02/2010).**

The Board granted the dismissal of the prohibited practices complaint filed by the Complainant, thereby dismissing the matter without prejudice.

Item #716 **Case No. A1-045967, Clark County Prosecutors Association vs. Clark County (02/02/2010).**

The Board found that the Complainant voluntarily withdrew their complaint and requested the Board to dismiss with prejudice since the notice specified that the parties settled the matter, with no further response from the Respondent. The Board concluded that under NAC 288.375(1), the Board may dismiss a settled matter after receiving a notice of settlement. Because the notice filed by the Complainant complied with 288.375(1), the Board ordered this action dismissed with prejudice.

Item #717 **Case No. A1-045964, North Las Vegas Police Officers Association; and Officer Gianni Cavaricci vs. The City of North Las Vegas Police Department (02/02/2010).**

Respondent made a motion to dismiss the matter based on the Board not having jurisdiction over NRS chapter 289. The Board denied the motion to dismiss because the complaint was not substantively based on chapter 289. The Board also determined a question of fact remained that was unable to be answered at this point in the proceedings, thereby disallowing a dismissal at this point. The Board further ordered both parties to present pre-hearing statements within twenty days.

Item #717A **Case No. A1-045964, North Las Vegas Police Officers Association; and Officer Gianni Cavaricci vs. The City of North Las Vegas Police Department (03/03/2011).**

The Board found that the Respondent did not commit a prohibited labor practice, based on the alleged violation of Cavaricci's Weingarten rights. The Board concluded that Weingarten rights do apply under NRS 288, however, the City of North Las Vegas was correct in their contention that the rights do not apply in this instance because Officer Cavaricci did not have a reasonable fear of discipline based on the evidence presented.

Item #717B **Case No. A1-045964, North Las Vegas Police Officers Association; and Officer Gianni Cavaricci vs. The City of North Las Vegas Police Department (07/01/11).**

The Board denied the City of North Las Vegas' motion for an award of legal fees because the Board ordered each party to bear its own costs in previous Item 717A.

Item #718 **Case No. A1-045959, Stacey D. Madden vs. Regional Transportation Commission of Southern Nevada (RTC), et al. (02/17/2010).**

The Board dismissed this matter without prejudice because the Complainant's prohibited practice complaint alleges only contractual violations and does not state a claim for relief available under NRS Chapter 288, the Employee Management Relations Act.

Item #719 **Case No. A1-045949, Clark County Education Association vs. Clark County School District (02/17/2010).**

The Board dismissed this action because the parties settled the matter. Both parties filed a stipulation to dismiss, which the Board granted under NAC 288.375(1) because the complaint had been settled and notice has been received.

Item #720 **Case No. A1-045944, Police Officers Association of Clark County School District vs. Clark County School District (03/18/2010).**

The Board dismissed with prejudice the Complainant's claims regarding the pay scale steps pursuant to NAC 288.110(4) because the complaint was filed after the six-month statute of limitations had passed and the "continuing violation" doctrine did not apply. The Board found for the Respondent on all other claims.

Item #721 **Case No. A1-045969, Jerry Mann vs. Clark County School District; Clark County Education Association; Nevada State Education Association; and Roe Corporations (02/24/2010)**

The Board granted the Clark County School District's motion to dismiss, however, this dismissal only applied to Mann's claims against Clark County School District. This dismissal was granted because Mann's claims were made after the six-month statute of limitations under NAC 288.110(4), since he did not include the claims part of the grievance process, thus barring the application of the tolling doctrine.

Item #721A **Case No. A1-045969, Jerry Mann vs. Clark County School District; Clark County Education Association; Nevada State Education Association; and Roe Corporations (02/24/2010)**

The Board granted in part the Respondent's, Clark County Education Association and Nevada State Education Association, motion to dismiss on the claim that the Association did not request timely arbitration. The Board denied the dismissal of the claim of inadequate representation before the arbitrator, as there remained a question of fact as to when Mann actually became aware.

Item #721B **Case No. A1-045969, Jerry Mann vs. Clark County School District; Clark County Education Association; Nevada State Education Association; and Roe Corporations (02/24/2010)**

The Board granted the Complainant a leave to file an amended complaint pursuant to NAC 288.235(1).

Item #721C **Case No. A1-045969, Jerry Mann vs. Clark County School District; Clark County Education Association; Nevada State Education Association; and Roe Corporations (06/25/2010)**

The Board denied Respondent's motion for summary judgment because unresolved questions of fact still existed which were sufficient to disallow summary judgment.

Item #721D THERE IS NO ORDER ISSUED WITH THIS ITEM NUMBER.

Item #721E **Case No. A1-045969, Jerry Mann vs. Clark County School District; Clark County Education Association; Nevada State Education Association; and Roe Corporations (01/24/2011)**

The Board dismissed the matter with prejudice because Mann's complaint was untimely under NAC 288.110(4), since he was aware his arbitration was unsuccessful on 05/29/2009, but did not file his complaint until 12/1/2009, exceeding the six-month statute of limitations.

Item #722 **Case No. A1-045971, Ronald G. Taylor vs. Clark County Education Association and Clark County School District, Clark County School Board of Trustees (03/17/2010)**

The Board vacated Clark County Education Association's motion to dismiss and **dismissed** the action as a whole because the parties subsequently entered stipulations to dismiss with prejudice rendering the Association's motion moot.

Item #723 **Case No. A1-045966, Nye County Support Staff Organization vs. Nye County School District (04/22/2010)**

The Board dismissed this action with prejudice after the parties filed a stipulation to do so, pursuant to NAC 288.375(1).

Item #724 **Case No. A1-045972, Tami Bybee and Aleathea Gingell vs. The White Pine County School District, Nevada State Education Association and White Pine Association of Classroom Teachers (04/23/2010)**

The Board granted in part and denied in part the Respondent's motion to dismiss. The Board granted the dismissal of the tortuous claims of Interference with a Contract since the Board has no jurisdiction over claims of this type. However, the Board denied the motion to dismiss for failing to state a claim because the Board gives a liberal construction to the pleadings under NAC 288.235.
The Board determined the Complaint did in fact state a claim for a breach of the duty of fair

representation.

Item #724A **Case No. A1-045972, Tami Bybee and Aleathea Gingell vs. The White Pine County School District, Nevada State Education Association and White Pine Association of Classroom Teachers (08/26/2010)**

The Board denied the Respondent's motion for partial summary judgment because the motion was defeated by a sufficient question of fact; whether NSEA was a bargaining agent and whether Aleathea Gingell was denied a proper place on the School District recall list.

Item #724B **Case No. A1-045972, Tami Bybee and Aleathea Gingell vs. The White Pine County School District, Nevada State Education Association and White Pine Association of Classroom Teachers (02/09/2011)**

The Board found in favor of White Pine Association of Classroom Teachers and Nevada State Education Association on all claims. The Board ordered White Pine County School District to restore Tami Bybee $44,073.42 for her lost salary and benefits for the 09/10 school year as well as her teaching seniority. The Board ordered White Pine County School District to restore Aleathea Gingell $12,123.90 for her lost salary and benefits for approximately ½ of the 09/10 school year. The Board further ordered White Pine County School District to reimburse the Complainants the reasonable amount of costs incurred, pursuant to NRS 288.110(6).

Item #724C **Case No. A1-045972, Tami Bybee and Aleathea Gingell vs. The White Pine County School District, Nevada State Education Association and White Pine Association of Classroom Teachers (03/21/2011)**

The Board calculated the reasonable costs and ordered $11,970.75 to be awarded jointly to Tami Bybee and Aleathea Gingell for costs to be paid by Respondent White Pine County School District, pursuant to NRS 288.110(6).

Item #724D **Case No. A1-045972, Tami Bybee and Aleatha Gingell v. White Pine County School District; Nevada State Education Association and the White Pine Association of Classroom Teachers (02/14/12).**

The District Court remanded the case back to the EMRB, ordering that the parties were entitled to present evidence, legal authority, and argument regarding a unilateral change issue. Accordingly, the Board ordered the parties to submit pre-hearing statements within 20 days of the date of the order. The Board further ordered that the scope of the pre-hearing statements was to be limited to the unilateral change issue.

Item #724E **Case No. A1-045972, Tami Bybee and Aleatha Gingell v. White Pine County School District; Nevada State Education Association and the White Pine Association of Classroom Teachers (05/30/12).**

The Board accepted a settlement agreement submitted by the parties and accordingly withdrew the portion of opinions, findings, conclusions and order in Item No. 724B that pertain to the unilateral change finding against the White Pine County School District.

Item #725 **Case No. A1-045974, Pershing County Law Enforcement Association & Operating Engineers Local Union, No. 3 vs. Pershing County (06/01/2010)**

The Board granted Pershing County's motion allowing an exhibit in excess of thirty pages. The Board granted the parties Stipulation for enlargement of time. The Board denied Pershing County's motion to dismiss without prejudice because unresolved questions of material fact existed. The Board ordered the parties to submit a separate brief that explains the parties' position as to whether or not the vehicle policies are a mandatory subject of bargaining under NRS 288.150.

Item #725A **Case No. A1-045974, Pershing County Law Enforcement Association & Operating Engineers Local Union, No. 3 vs. Pershing County (11/15/2010)**

The Board found in favor of the Respondent Pershing County because the vehicle policy in question is not enumerated as a mandatory subject of bargaining under NRS 288.150(2). The Board further ordered each party to pay their own fees and costs.

Item #725B **Case No. A1-045974, Pershing County Law Enforcement Association and Operating Engineers Local Union No. 3 v. Pershing County. (02/13/13).**

The District Court remanded the case back to the EMRB, to address statute of limitations issues in light of the Nevada Supreme Court's order in City of North Las Vegas v. State Local Government Employee-Management Relations Board. Accordingly, the Board ordered the parties to submit additional briefing on the statute of limitations issues, within 20 days of the date of the order.

Item #725C **Case No. A1-045974, Pershing County Law Enforcement Association & Operating Engineers Local Union, No. 3 v. Pershing County (5/17/13).**

The Board reconsidered Complainant's timely filing when judicial review from the First Judicial District court remanded the case. The "unequivocal notice rule," as applied in City of North Las Vegas v. State, Local Government Employee-Management Relations Board, is the appropriate standard in analyzing NRS 288.110(4)'s statute of limitations period. Under this standard, the limitation period starts running when the alleged victim receives unequivocal notice of a final adverse decision. The Board denied the County's contention that approval of the take home policy on March 2009 established the adverse action as "final" because the County Commissioners and the Sheriff were still deliberating its application at that point. In this case, unequivocal notice of a final adverse decision occurred when the Sheriff notified affected employees of the policy on September 18, 2009. Consequently, the Board concluded that the County had failed to meet its burden in asserting Complainant filed outside the six-month period under NRS 288.110(4)'s "unequivocal notice rule."

Item #727 **Case No. A1-045979, Storey County Firefighters Association, IAAF Local 4227 vs. Storey County (06/28/2010)**

The Board denied Respondent's motion to dismiss and Request for Attorney's fees. The Board ordered all proceedings in this matter stayed for ninety days to provide the parties with an opportunity to proceed through the bargained for grievance process.

Item #727A **Case No. A1-045979, Storey County Firefighters Association, IAFF Local 4227 v. Storey County. (09/01/10).**

The Board dismissed the complaint with prejudice pursuant to the stipulation of the parties, each party to bear its own fees and costs.

Item #728 **Case No. A1-045977, Brian Heitzinger vs. Las Vegas-Clark County Library District; Teamsters Local 14; and Amanda Lively (06/30/2010)**

The Board granted in part and denied in part the Respondent's motions to dismiss. In regard to Respondent Library District, the Board denied dismissal of the Complainant's Weingarten claim and granted dismissal of the third and fourth causes of action. In regard to Respondent Teamsters Local 14, the Board dismissed the seventh, eighth and twelfth causes of action and denied dismissal of causes of action- nine, ten, eleven, since they sufficiently state a claim. The Board dismissed all claims against Amanda Lively since she is not a local government employee organization.

Item #728A **Case No. A1-045977, Brian Heitzinger vs. Las Vegas-Clark County Library District; Teamsters Local 14; and Amanda Lively (06/30/2010)**

The Board granted the Respondent Teamsters Local 14's motion to waive limitation upon the condition that Respondent Amanda Lively associate with an attorney who is licensed in the State of Nevada, pursuant to NAC 288.278(1).

Item #728B **Case No. A1-045977, Brian Heitzinger vs. Las Vegas-Clark County Library District; Teamsters Local 14; and Amanda Lively (02/09/2011)**

The Board denied the Complainant's motion to compel union admissions because the general denial of the allegations made by Respondent Teamsters Union Local 14 did not affect the substantial rights of the parties under NAC 288.235(2).

Item #728C **Brian Heitzinger v. Las Vegas-Clark County Library District; Teamsters Local 14; and Amanda Lively (1/30/12).**

The Board ordered Las Vegas-Clark County Library District to cease and desist from denying its employees' requests for union representation during investigatory interviews. The Board further ordered the Library District to post the notice attached to the order. In the case, Complainant was found to have had a reasonable belief that a meeting could lead to disciplinary action, and thus, his Weingarten rights under NLRB v. J Weingarten, were infringed when the Library District denied Complainant's request for union representation. Moreover, Complainant also alleged that the Library District interfered with his ability to act for himself. However, this was found to lack sufficient evidence because the Complainant did not withdraw his request to be represented or notify the Library District that he wished to act for himself at the time of the settlement offer. Furthermore, the Board also found the

Complainant lacked sufficient evidence to establish a case of discrimination. Firstly, Complainant could not establish himself as a member of the disabled protected class under NRS 288.270(1)(f) because his occasional illness was not deemed as limiting any major life activity. Secondly, there was a lack of direct evidence at the hearing to show Complainant's termination was based upon "non-merit-or-fitness," as established in Kilgore v. City of Henderson, in order to support discrimination based upon personal and political reasons. In addition, claims against Respondent Teamsters Local 14 were not sufficiently established. Teamster's actions were not arbitrary or discriminatory, and since Complainant requested Teamsters to resolve his grievance, there was no breach of the duty of fair representation or interference with Complainant's right to act for himself. Additionally, the Board held it has no jurisdiction over Complainant's allegations of discrimination based upon sexual orientation.

Item #729 **Case No. A1-045975, Clark County Association of School Administrators and Professional Technical Employees vs. Board of School Trustees of the Clark County School District (06/30/2010)**

The Board dismissed this action because the Complainant voluntarily withdrew their complaint and the Respondent consented to the withdrawal.

Item #730 **Case No. A1-045978, John Marlan Walker vs, City of Henderson; Mark T. Calhoun, City Manager; Fred Horvath, Director of Human Resources; Dawn Jett, Manager of Employee Relations (06/30/2010)**

The Board stayed the proceedings pending the outcome of the parties' arbitration, the parties' bargained-for grievance process.

Item #730A **Case No. A1-045978, John Marlan Walker vs, City of Henderson; Mark T. Calhoun, City Manager; Fred Horvath, Director of Human Resources; Dawn Jett, Manager of Employee Relations (08/30/2011)**

The Board ordered this matter dismissed in its entirety with prejudice as the parties stipulated for on 06/21/2011.

Item #731 **Case No. A1-045980, International Association of Firefighters Local 1607 vs. City of North Las Vegas (06/30/2010)**

The Board dismissed this action because the Complainant voluntarily withdrew their complaint.

Item #732 **Case No. A1-045981, International Association of Firefighters Local 1607 vs. City of North Las Vegas (06/30/2010)**

The Board dismissed this action because the Complainant voluntarily withdrew their complaint.

Item #733 **Case No. A1-045963, General Sales Drivers, Delivery Drivers and Helpers, Teamsters Union Local No. 14 vs. City of North Las Vegas (07/01/2010)**

The Board dismissed this action because the Complainant voluntarily withdrew their complaint and the Respondent also informed the Board that they wished to have the matter dismissed as well.

Item #734 **Case No. A1-045970, Humboldt County Law Enforcement Association vs. Humboldt County (07/28/2010)**

The Board dismissed this action because the Complainant voluntarily withdrew their complaint and the Respondent consented to the dismissal.

Item #735 **Case No. A1-045988, In the Matter of City of Las Vegas' Petition for Declaratory Order (08/26/10)**

This was a Petition for Declaratory Order. The Petitioner argued that the discrimination prohibited practice in NRS 288.270(1)(f) should only apply when a Complainant alleges "other labor dispute factors" in addition to discrimination. The Board denied the Petition for Declaratory Order, citing the case of Las Vegas Police Protective Association, Metro Inc. v. Las Vegas Metropolitan Police Department, Case No. A1-45309, Item #75 (1978).

Item #735 **Case No. A1-045985, International Association of Firefighters, Local 731 vs. City of Reno (10/05/2010)**

The Board dismissed the case, pursuant to NAC 288.375(1), because the statements made by Councilman Aiazzi did not violate any right under the Act and were made after the parties had reached an impasse in negotiations.

Item #735A **Case No. A1-045985, International Association of Firefighters, Local 731 vs. City of Reno (01/24/2011)**

The Board ordered the award of fees and costs in the amount of $5,000 to the Respondent City of Reno, pursuant to NRS 288.110(6).

Item #735B **Case No. A1-045985, International Association of Firefighters, Local 731 vs. City of Reno (11/14/2011)**

The Board reaffirmed the order of the award of $5000 to the Respondent City of Reno after the Second Judicial District Court found the award to be an abuse of discretion and demanded justification for such an award.

Item #736 **Case No. A1-045987, Mary Flynn-Herrington vs. Clark County; and SEIU Local 1107 (11/08/2010)**

The Board dismissed this matter because the Complainant did not oppose the Respondents filed motions to dismiss and are therefore the Board, pursuant to NAC 288.240(6), viewed the motions as meritorious.

Item #737 **Case No. A1-045990, Eduardo M. Flores vs. Clark County, A Nevada Public Entity; Clark County Department of Juvenile Services, A Department of Clark County (11/15/10).**

The Board agreed with the County's argument that the Complainant's claim for retaliation does not fall within the jurisdiction of the Board, pursuant to the provisions of NRS Chapter 288, because the complaint does not allege that he was the victim of retaliation for his participation before the Board. In addition, the Board also agreed with the County that the Board also lacked jurisdiction on the Complainant's second cause of action for a breach of the implied covenant of good faith and fair dealing, because it asserts only a claim for a breach of a contractual covenant and not a violation of NRS chapter 288, and thus falls out of the reach of the Board. The Board found the complaint to assert a sufficient claim for gender discrimination under NRS 288.270(1)(f), and there exist unanswered questions of fact pertaining to the claim, and the Board allowed this gender discrimination claim to proceed.

Item #737A **Case No. A1-045990, Eduardo M. Flores vs. Clark County, A Nevada Public Entity; Clark County Department of Juvenile Services, A Department of Clark County (04/18/11).**

The Board ordered that this action be dismissed with prejudice, and each party bear its own fees and costs. The complainant notified the Board that he no longer wished to pursue a prohibited labor practices complaint against the respondent, and the Board, pursuant to NAC 288.375(1) may dismiss a matter if the complaint has been settled, and the Board has received notice of the settlement. The Notice of Dismissal of Action filed by the Complainant complies with the provisions of NAC 288.375(1), and the Board accepts the same.

Item #738 **Case No. A1-045984, James McKan vs. Las Vegas Metropolitan Police Department (1/12/11).**

The parties stipulated and agreed by and through their counsel that the entitled action be dismissed with prejudice and each party to bear its own attorneys fees and costs.

Item #739 **Case No. A1-045983, Tracy Fails vs. City of Mesquite and Mesquite Police Officers Association (02/09/11).**

The Board granted the City of Mesquite's motion to dismiss due to lack of probable cause under NAC 288.375(1). The complainant does not have the right to act for himself, because NRS 288.140(2) reserves the right for employees to act "for himself or herself with respect to any condition of his or her employment" only for employees who are not members of the recognized employee organization. The Mesquite Police Officers Association is the recognized bargaining agent to negotiate with the City. Affidavits show that at all relevant times, Officer Fails was indeed a member of the Mesquite Police Officers Association. Thus, his grievance must be processed by the Association, and since it was not, the City was not under obligation to process Officer Fails' personal grievance.

Item #739A **Case No. A1-045983, Tracy Fails vs. City of Mesquite and Mesquite Police Officers Association (02/17/11).**

The Board granted the parties' written stipulation to dismiss the Mesquite Police Officers Association from this matter**.** Per NAC 288.375(1), the Board may dismiss a matter if the complaint has been settled, and the Board has received notice of the settlement. The action is dismissed with prejudice, each party to bear its own fees and costs.

Item #740 **Case No. A1-045995, North Las Vegas Police Officers Association Inc. and Terrence McAllister vs. The City of North Las Vegas (02/09/11).**

The Board accepted the Notice of Dismissal of the Plaintiffs' Prohibited Labor Practices Complaint. The Complainants have voluntarily withdrawn their complaint and requested the Board dismiss this matter.

Item #741 **Case No. A1-045998, Jessica Larramaendy vs. City of Las Vegas (02/09/11).**

The Board ordered that the Respondent's motion to dismiss is denied. The City argued to dismiss the Complainant's discrimination case because it asserted that she brought the complaint too soon before the bargained-for grievance process had been completed pursuant to NRS 288.110(4). The Complainant asserts that the City's refusal to process her grievance is "part of the occurrence" addressed by the complaint, and that the refusal to process has occurred within six months of the date on which she filed the complaint. The Board sided with the Complainant in this matter.

Item #741A **Case No. A1-045998, Jessica Larramaendy vs. City of Las Vegas (08/18/11).**

The Complainant alleges that she was discriminated against by her employer, the City of Las Vegas due to the fact that she was not a member of the recognized bargaining agent, the Las Vegas City Employees association (LVCEA). The alleged discrimination includes a miscalculation of her seniority with the City, and a refusal to accept a grievance about the miscalculation. The Board found that since the Complainant did not file the miscalculation complaint in a timely fashion, the Board will make no finding as to whether the City correctly calculated the seniority. The Board is bound by the six-month statute of limitation per NRS 288.110(4) and that the Complainant knew or should have known that a prohibited labor practice may have occurred within that time frame. In addition, the Complainant did not present sufficient evidence to support an inference of discrimination based on personal reasons per NRS 288.270(1)(f). The Complainant requested and was granted a meeting with the City and the LVCEA to discuss her seniority. In light of the evidence, the Board did not see any indication of discrimination against the Complainant to encourage her to join the Association.

Item #741B **Case No. A1-045998, Jessica Larramaendy vs. City of Las Vegas (09/14/11).**

The Board denied the Complainant's petition for rehearing, based on the allegation of unfair treatment from the president of the LVCEA**.** Per NAC 288.364(3), the Board may rehear a case in instances of injustice, unlawfulness, or needed change, and since the Complainant is unable to establish that the president of the LVCEA is an employee of the City, and thus not a party to this proceeding, the case will not be revisited.

Item #742 **Case No. A1-045994, In the Matter of Clark Petition For Declaratory Order (03/03/11).**

The Petitioner, Clark County, is seeking a ruling declaring whether or not Junior Probation Officers (JPO's) are considered law enforcement. The Board extended the decision in Juvenile Justice Supervisors & Assistant Managers Association v. Clark County, Case No. A1-045953, Item No. 704A (2010) which recognized Juvenile Justice Supervisors as law enforcement to include JPO's as law enforcement, because they meet the same criteria used to include the supervisors per NRS 289.470(19).

Item #743 **Case No. A1-045967, North Las Vegas Police Officers Association and Officer William Silva vs. City of North Las Vegas (03/15/11).**

The Board **ordered the action to be dismissed** with prejudice, with each party to bear its own fees and costs, in accordance with the Complainants' joint stipulation to dismiss the complaint.

Item #744 **Case No. A1-045997, Lander County Law Enforcement Employees Association; Operating Engineers; Local 3; And Mike Johnson vs. Lander County (03/15/11).**

The Board ordered the action to be dismissed with prejudice, with each party to bear its own fees and costs, in accordance with the Complainants' and Respondent's jointly filed stipulation.

Item #745 **Case No. A1-045989, Lander County Classified School Employees Association, NV Classified School Employees & Public Workers Association, Local 6181, Both Supervisory and Non-Supervisory Employees vs. Lander County School District (03/16/11).**

The Board ordered the action to be dismissed with prejudice, with each party to bear its own fees and costs, in accordance with the Complainants' and Respondent's jointly filed stipulation.

Item #746 **Martha F. Blazek vs. City of Las Vegas and Las Vegas City Employees' Association (03/21/11).**

The Respondents' filed a partial motion to dismiss claim 2 of the Complaint based on the complaint being filed more than six months after the occurrence specified in the complaint in violation of the NRS 288.110(4) statute of limitations. Furthermore, the Complainant has not filed an opposition, which pursuant to NAC 288.240(6), the Board may construe as consent to grant the motion. Given the evidence submitted by the Association, the Board granted the Respondents' partial motion to dismiss for Count 2, and also for Count 3, because it does not appear to be directed against the Association.

Item #746A **Case No. A1-046003, Martha F. Blazek vs. City of Las Vegas and Las Vegas City Employees' Association (04/27/11).**

The Board has ordered the Complainant to file a pre-hearing statement no later than 10 days after receiving notice of entry of this order, and if she fails to do so, the matter will be dismissed. The Respondents have already filed and served their answers, and the Complainant has yet to file a pre-hearing statement, as required by NAC 288.250, which gives the Board the right to dismiss the complaint pursuant to NAC 288.375(3).

Item #746B **Case No. A1-046003, Martha F. Blazek vs. City of Las Vegas and Las Vegas City Employees' Association (07/28/11).**

The Board ordered that this matter is dismissed pursuant to NAC 288.375(3) which authorizes the Board to dismiss a complaint if the Complainant fails to prosecute its complaint within a reasonable time. On April 26, 2011 the Board ordered Complainant to file her prehearing statement within ten days time, which she failed to do, making dismissal of this matter appropriate.

Item #747 **Case No. A1-046011, Nevada Classified School Employees Association AFT/PSRS, Local 6181 AFL-CIO vs. Mineral County School District (03/21/11).**

The Board ordered that this matter is dismissed, as the Complainant has voluntarily filed a notice of withdrawal of their complaint.

Item #748 **Case No. A1-045993, Reno-Tahoe Airport Authority vs. International Brotherhood of Teamsters, Local Union 533; Reno Airfield Employees Association (RAEA), Intervenor (04/27/11).**

The RAEA has filed a petition to intervene which, with no response to the petition having been filed, the Board has ordered granted.

Item #748A **Case No. A1-045993, Reno-Tahoe Airport Authority vs. International Brotherhood of Teamsters, Local Union 533; Reno Airfield Employees Association, Intervenor (05/17/11).**

The Reno-Tahoe Airport Authority has filed a petition with the Board to determine whether a group of airfield maintenance employees should constitute a separate bargaining unit from non-airfield employees. Pursuant to NRS 288.170(1), the Board lacks jurisdiction to make that determination, as that right belongs to the local government employer (Reno-Tahoe Airport Authority). Therefore, the Board concludes that it does not have subject matter jurisdiction to determine the appropriate bargaining unit in this matter at this stage in the proceedings.

Item #749 **Case No. A1-046000, Pamela Vos v. City of Las Vegas and Las Vegas Peace Officers Association (3/24/14).**

Ms. Vos filed a complaint against her employer, the City of Las Vegas, claiming that her layoff in 2010 was in violation of law. Specifically, she alleged that the layoff was not in compliance with a prior Board order from the 1990's about the reclassification of her Senior Corrections Officer position, that the City had engaged in bad faith bargaining over the layoff, that her layoff was due to discrimination on the basis of her age and race, and that her layoff was due to personal reasons. Her complaint further alleged various violations of federal and state law as well as breach of contract claims. The complaint also was against her union, the LVPOA, alleging that they breached the duty of fair representation in their representation of her with respect to her layoff. The Board found in favor of the employer and union in all respects. Because the case touches on so many areas, the opinion, which is seventeen pages long, is a primer on many aspects of EMRB law and therefore is a must read for those either representing claimants or those defending similar allegations.

Item #750 **Case No. A1-046001, Washoe County Public Attorneys Association vs. Washoe County (04/22/11).**

The County filed a motion to dismiss, asserting that the question in this case is controlled by the doctrine of issue preclusion. The Board was unable to discern two of the required four elements needed to establish issue preclusion, and thus denied the County's motion to dismiss without prejudice. In response to the County's motion to dismiss, the Association filed a countermotion for summary judgment. The Board found that even if summary judgment was available under its regular procedural regulations, the unresolved issues surrounding the County's affirmative defenses would mandate that the countermotion must also be denied. Therefore, the motion and countermotion are both denied without prejudice, and both parties must submit pre-hearing statements no later than 20 days from the date of notice of this entry.

Item #750A **Case No. A1-046001, Washoe County Public Attorneys Association vs. Washoe County (07/15/11).**

The Association sought to bargain with the County over discipline and discharge procedures, which NRS 288.150(2)(i) states are a mandatory subject of bargaining between a local government employer and a recognized bargaining agent. The County refused to bargain about these matters, and uses the case of Washoe County v. Washoe County Public Attorneys Association, Case No. CV92-01751 (1992) as authority, and invoked both issue and claim preclusion. The Board found that claim preclusion does not apply, as the present case involves a different occurrence and is separated by 18 years from the prior suit. However the Board found that issue preclusion does apply, as the County has met its burden to prove all four elements, specifically the first element by showing that the issue decided in prior litigation is identical to the issue presented in this current case. The Association tried to apply one of the exceptions to the issue preclusion doctrine, and asserted that the Board had exclusive jurisdiction over this claim, but the Board found that it did not have exclusive jurisdiction, as it would put the Board in a position of second-guessing the decisions of the District Court and Supreme Court. The Board also found that the defenses of Laches and Statute of Limitations also did not apply. Therefore, the Board found in favor of the County on all claims asserted against it, and each party shall bear its own costs and fees incurred in this matter.

Since the District Court's decision seems to directly oppose the plain language of NRS 288.150 without offering an explanation, the excusal from negotiating over discipline and discharge in this case is a solitary occurrence arising only in this case because of unique circumstances, and today's decision only applies to Washoe County, and only to its bargaining relationship with the Washoe County Public Attorneys Association.

Item #751 **Case No. A1-046002, Kristie Billings and Molly Brown vs. Clark County and Service Employees International Union, Local 1107 (05/02/12).**

The Board found in favor of Respondents on all claims asserted against them. Complainants asserted Respondent interfered with their protected rights when they did not allow them to exercise bumping rights. Complainants accepted supervisor promotions that changed the bargaining unit and class series list they were a member of. Consequently, Respondent did not breach duty of fair representation when it withdrew the grievance filed on behalf of laid off supervisors.

Item #752 **Case No. A1-046004, James Crom vs. Las Vegas Clark County Library District; Teamsters Local 14; DOE Individuals 1-300; ROE Individuals 1-300 (05/17/11).**

The Respondents having each moved to dismiss the complaint, argued a violation of the six month statute of limitations pursuant to NRS 288.110(4). The Board concluded that as of July 6, 2010, the Complainant had reason to believe the prohibited labor practices had occurred, and the complaint was filed more than six months later. Therefore, the Board prohibited considering this matter.

Item #752 (Modified) **Case No. A1-046004, James Crom vs. Las Vegas-Clark County Library District; Teamsters Local 14; DOE Individuals 1-300; ROE Individuals 1-300 (07/28/11).**

The Board found that the prior order dated May 16, 2011 (Item No. 752) warrants a modification. While there were defects with the complaints filed on December 13, 2010 and January 3, 2011 by fax, the Board liberally construed them as to not affect the substantial rights of the parties pursuant to NAC 288.235. Crom's faxes to the EMRB from these dates raises a question of fact sufficient to defeat the motions to dismiss. Therefore, the Board ordered, Item No. 752, as amended from an order granting the motions to dismiss to an order denying the motions to dismiss.

Item #752A **Case No. A1-046004, James Crom vs. Las Vegas Clark County Library District; Teamsters Local 14; DOE Individuals 1-300; ROE Individuals 1-300 (06/17/11).**

The Complainant has filed a petition for rehearing, asserting that the Board's determination that the complaint was filed on January 18, 2011 is incorrect, and thus not a violation of the statute of limitations. The Board granted the request for a rehearing, and this matter will be placed upon the agenda for a future board meeting pursuant to NAC 288.364(4). Also, pursuant to NAC 288.362, the Respondents may file a response to Crom's petition within 15 days of this order.

Item #752B **Case No. A1-046004, James Crom vs. Las Vegas Clark County Library District; Teamsters Local 14; DOE Individuals 1-300; ROE Individuals 1-300 (11/14/11).**

The Respondent, the District, filed a motion to dismiss on the basis that some of the allegations raised by the Complainant assert only breach of contract issues that fall outside of the Board's jurisdiction. The Complainant opposed the motion by arguing that the Board has broad jurisdiction to hear any issue related to a collective bargaining dispute. The Board has consistently held that it lacks jurisdiction over contractual disputes, which do not allege a prohibited labor practice under NRS Chapter 288. The Board agreed with the District that these claims should be dismissed to the extent that they assert only contractual matters. Therefore, the Board dismissed these causes of action as to the breach of agreement issues, but not to the extent that they assert a prohibited labor practice. This order is intended to narrow the issues in this case from 13 separate causes of action to a claim of unilateral change to discipline and discharge procedures.

Item #752C **Case No. A1-046004, James Crom vs. Las Vegas Clark County Library District; Teamsters Local 14; DOE Individuals 1-300; ROE Individuals 1-300 (11/14/11).**

The Board requested notice be taken on an order entered in this matter on November 14, 2011, and that a copy of said order be attached hereto.

Item #752D **THERE IS NO ORDER ISSUED WITH THIS ITEM NUMBER.**

Item #752E **Case No. A1-046004, James Crom vs. Las Vegas Clark County Library District; Teamsters Local 14; DOE Individuals 1-300; ROE Individuals 1-300 (07/17/13).**

The Complainant alleged that Local 14 (1) breached its duty of fair representation; (2) discriminated against him due to his health status; and (3) interfered with his protected rights. The case stems from the Complainant having been terminated from his librarian job after the City's automobile insurer refused to insure him due to his having received a DUI. The Board held that Local 14 had not breached its duty of fair representation in that they analyzed the case and, after doing so, determined that the case was unwinnable. This was a business decision, noting that a bargaining agent has the discretion to evaluate the merits of a grievance and to determine whether to advance the grievance. Despite this, Local 14 had tried to find alternate ways, all to no avail, of keeping the employee employed.

The Board also held that Local 14 did not discriminate against him on the basis of his health status, which was HIV positive. The Board noted that there was no evidence to show that Local 14's actions were motivated in any way by the Complainant's status.

With respect to the interference allegation, the Complainant first alleged that Local 14 interfered with his rights to advance the grievance on his own by not affirmatively telling him he had this right. The Board noted that there was no evidence presented at the hearing that the Complainant wished to act on his own prior to the deadline to advance the grievance or that Local 14 had obstructed that right. The Board further held that NRS 288 does not require a bargaining agent to actively advise a non-union member of their right to act for themselves in grievance proceedings.

Item #753 **Case No. A1-046006, Nye County Law Enforcement Association vs. Nye County (04/18/11).**

The Board ordered that the parties' stipulation that this matter be stayed until July 11, 2011, and that all proceedings in this matter are stayed until July 11, 2011.

Item #753A **Case No. A1-046006, Nye County Law Enforcement Association vs. Nye County (02/02/12).**

The Board dismissed this action with prejudice, ordering each party to bear its own fees and costs.

Item #754 **Case No. A1-046007, Heather A. Husey vs. City of North Las Vegas (04/18/11).**

The Board ordered that the parties' stipulation to extend the deadline for submission of pre-hearing statements to April 15, 2011, and that pre-hearing statements shall be due on or before April 15, 2011.

Item #755 **Case No. A1-046008, Douglas County Professional Education Association and Douglas County Support Staff Organization vs. Douglas County School District (04/03/09).**

The Board requested that the parties file pre-hearing statements conforming to the requirements of NAC 288.250 within 45 days of the order, so that the Board may determine whether a hearing in this petition is warranted.

Item #755A **Case No. A1-046008, Douglas County Professional Education Association and Douglas County Support Staff Organization vs. Douglas County School District (05/03/12).**

The Board provided the requested declaratory order of the applicability of NRS 288.270(1)(e). Under NRS 288.270(1)(e) and NRS 288.270(2)(a) a local government employer and a bargaining agent have a mutual obligation to bargain in good faith. This obligation is not limited to negotiating the terms of a collective bargaining agreement. The parties' duty to bargain in good faith extends through the duration of a collective bargaining agreement. Furthermore, the duty to bargain in good faith requires the parties to respond to requests for information necessary to enforce the terms of a collective bargaining agreement. The duty to respond to requested information is not absolute and the type of response that will satisfy the duty will depend upon the circumstances of a particular request. A local government employer has the duty to provide requested information when the bargaining agent's interest in the requested information outweighs the local government employer's concerns about releasing the information. The Board will employ a balancing test to requests in order to determine whether the good faith bargaining requirements of NRS 288.270 warrant disclosure.

Item #756 **Case No. A1-046009, Pershing County Employees Association and Operating Engineers Local Union No. 3 vs. Pershing County (04/18/11).**

The Board ordered that the parties' joint stipulation to dismiss this complaint with prejudice is accepted, and each party will bear its own fees and costs.

Item #757 **Case No. A1-046012, Jimmy Dale Brown Jr. vs. City of Las Vegas; Las Vegas City Employees' Association, Intervenor (04/27/11).**

The Board ordered that, with no response to the petition having been filed, the petition to intervene is granted.

Item #757A **Case No. A1-046012, Jimmy Dale Brown, Jr. vs. City of Las Vegas; Las Vegas City Employees' Association, Intervenor (04/27/11).**

The Respondent filed a motion to dismiss on the assertion that the Complainant raised an appeal of an employer's bargaining unit determination and lacked standing to proceed with this type of complaint. The complaint effectively requested the Board to review the City's decision to include WPCF employees in a larger bargaining unit, which is controlled by NRS 288.170. The Complainant is a local government employee, but he is not an employee organization, and thus lacked standing to appeal the City's bargaining unit determination under NRS 288.170(5), which required such appeals to be brought by an employee organization. Therefore, the Board ordered the action dismissed, with each party to bear its own fees and costs.

Item #758 **Case No. A1-046015, Jessie Gray Jr. vs. Clark County School District & Education Support Employees Association (06/20/11).**

Both Clark County School District and the Clark County Education Association moved to dismiss the matter on the basis of the limited deferral doctrine as the Complainant concurrently tried to arbitrate his claims against the School District and was represented by the Association. Due to contemporary practices, the Board elected to stay rather than dismiss the Board proceedings for a period of 90 days while the parties attempt arbitration, and that the Complainant must provide the Board with a status report at the conclusion of the 90 day stay.

Item #759 **Consolidated Case Nos. A1-046014, City of North Las Vegas vs. North Las Vegas Police Supervisors Association and A1-046018, North Las Vegas Police Supervisors Association vs. City of North Las Vegas; North Las Vegas Police Department; Police Chief Joseph Chronister; Deputy Police Chief Victor Dunn; Acting City Manager Maryann Ustick (06/22/11).**

At issue were (1) the City's motion to consolidate Case Nos. A1-046014 and A1-046014; (2) the Association's motion to dismiss or in the alternative motion for summary judgment; and (3) the City's countermotion to disqualify. The Board found the consolidation of the cases appropriate, as the issues were substantially related and the rights of the parties were not prejudiced pursuant to NAC 288.275. The Board denied the Association's motion to dismiss or in the alternative motion for summary judgment, as the Board did not find a basis for dismissing the City's application due to defects in the pleadings pursuant to NAC 288.235(2). Finally, the Board granted the City's motion to disqualify Mr. McCann from representing the Association pursuant to NAC 288.278 as he is not a Nevada-licensed attorney, nor a member of North Las Vegas Police Supervisors Association, and thus not a proper person.

Item #759A **Consolidated Case Nos. A1-046014, City of North Las Vegas vs. North Las Vegas Police Supervisors Association and A1-046018, North Las Vegas Police Supervisors Association vs. City of North Las Vegas; North Las Vegas Police Department; Police Chief Joseph Chronister; Deputy Police Chief Victor Dunn; Acting City Manager Maryann Ustick (06/26/11).**

The North Las Vegas Police Supervisors Association asked the Board to reconsider its prior order, Item No. 759, which disqualified Richard McCann, J.D. from representing the Association in these proceedings. Since Mr. McCann is not an attorney licensed to practice law in Nevada or a proper member of the Association, the Board saw no reason to modify its prior order pursuant to NAC 288.278(2). Therefore, the Association's Motion for Rehearing of Countermotion to disqualify is denied.

Item #759B **Consolidated Case Nos. A1-046014, City of North Las Vegas vs. North Las Vegas Police Supervisors Association and A1-046018, North Las Vegas Police Supervisors Association vs. City of North Las Vegas; North Las Vegas Police Department; Police Chief Joseph Chronister; Deputy Police Chief Victor Dunn; Acting City Manager Maryann Ustick (09/14/11).**

The Board ordered that the consolidated cases shall each be dismissed with prejudice, with all parties to bear their own representation fees and costs, inasmuch as the parties have concluded the matter upon mutual settlement of the issues. This is pursuant to the parties' stipulation to dismiss with prejudice.

Item #760 **Case No. A1-046017, Service Employees International Union, Local 1107 vs. Clark County (06/20/11).**

The Board requested that the parties file pre-hearing statements conforming to the requirements of NAC 288.250 within 20 days of the date of this order, so as to allow the Board to determine whether a hearing on this petition is warranted.

Item #760A **Case No. A1-046017, Service Employees International Union, Local 1107 vs. Clark County (03/19/12).**

The Board determined the applicability of its prior order in Item #713A. Board rejected Complainant's assertion that Marcus Majors was within class of employees affected by Item 713A. Consequently, Respondent was not required by Item 713A to reinstate Marcus Majors. Further, Respondent did not violate Item 713A by the manner in which it restored vacation leave to reinstated employees. Moreover, Respondent did not violate Item 713A in the manner in which it restored health benefits to reinstated employees.

Item #761 **Case No. A1-046016, Clark County, Petitioner (06/22/11).**

Clark County has petitioned the Board for a declaratory order regarding the scope of the prior Board decision in Burke v. County of Clark, EMRB Case No. A1-045900, Item # 654A (2008), specifically in regards to whether or not the same right to act for oneself by filing a grievance also extends to employees who are members of the recognized employee organization. SEIU in its response to the petition argues that NRS 288.140(2) does not allow the right to act for oneself for employees who are also members of the recognized organization. The Board, using its ruling in Fails v. City of Mesquite, EMRB Case No. A1-045983, Item #739 (2011) as precedent, concluded that "the right to act for oneself is granted only to those employees who are not members of the recognized organization." *Id.* at 2. Therefore, the Board declared that NRS 288.140(2) does not extend the right to a local government employee to act for oneself when the employee is also a member of the recognized employee organization.

Item #762 **Case No. A1-046010, Adonis Valentin vs. Clark County Public Works (07/01/11).**

The Respondent has filed a motion to dismiss, asserting that the complaint lacks probable cause because it does not allege that the County violated any provision of NRS Chapter 288. A mere breach of a collective bargaining agreement is not a violation of NRS Chapter 288, nor are matters arising under the Family Medical Leave Act, over which the Board does not hold jurisdiction. Therefore, the Board ordered that this matter be dismissed without prejudice, each party to bear its own fees and costs.

Item #763 **Case No. A1-045982, Churchill County Education Association vs. Churchill County School District (07/15/11).**

The Board ordered that this action be dismissed, pursuant to the Complainants' and Respondent's jointly filed stipulation to dismiss the prohibited practices complaint.

Item #764 **Case No. A1-046025, Clark County Education Association vs. Clark County School District (10/31/11).**

At issue are the Respondent's motion to dismiss and the Complainant's motion for expedited hearing. The District argues that the dismissal should be granted pursuant to NAC 288.375(2) which permits the Board to dismiss a matter when the parties have not exhausted their contractual remedies including arbitration, and has also attached evidence that the contract/arbitration process is currently pending. The Board stayed the proceedings pending the outcome of arbitration, and required the parties submit a joint progress report at its conclusion. In addition, the Board denied the Complainant's motion for expedited hearing, as this matter was stayed pending the outcome of arbitration.

Item #764A **Case No. A1-046025, Clark County Education Association vs. Clark County School District (02/14/12)**

The Board denied a motion for consolidation because the arguments presented did not justify the motion.

Item #764B **Case No. A1-046025, Clark County Education Association vs. Clark County School District (08/03/12).**

The Board granted Respondent's motion to dismiss as to the second cause of action, but denied the party's first and third causes of action. The limited deferral doctrine was applied and Complainant met burden to show that the arbitrator's decision was "clearly repugnant" to the purposes and policies of the Local Government Employee-Management Relations Act.

However, the Board did not decide on whether the selection of options to fund a PERS rate increase is a mandatory subject of bargaining. Consequently, this case will be placed on the agenda at a future board meeting to decide that question.

Item #765 **THERE WAS NO ORDER ISSUED FOR THIS ITEM NUMBER.**

Item #766 **Consolidated Case Nos. A1-046026, Clark County Prosecutors Association vs. Clark County and A1-046027, Clark County Prosecutors Association vs. Clark County (10/26/11).**

The Board finds that the consolidation of cases A1-46026 and A1-046027 is appropriate pursuant to NAC 288.275, as the issues are substantially related and the rights of the parties will not be prejudiced. Therefore, the cases were hereby consolidated.

Item #766A **Consolidated Case Nos. A1-046026, Clark County Prosecutors Association vs. Clark County and A1-046027, Clark County Prosecutors Association vs. Clark County (02/14/12).**

Noting that neither party to the consolidated proceedings had filed a pre-hearing statement within the timeframe mandated by NAC 288.250, the Board ordered that the parties submit their pre-hearing statements within twenty days of the date of the order.

Item #767 **Case No. A1-046028, Teresa Daniel, Ida Sierra, Marquis Lewis, Aaron Lee, Andrew D. Gasca, Kevin Cervantes, Luther J. Soto, Beverly Abram, Latrice Banks, Denise Mayfield, Linda Korschinowski, Charleen Davis-Shaw, David M. Shaw, Argretta O. Hutson, et Al. vs. Education Support Employees Association (10/31/11).**

The Complainants are a group of Clark County School District employees who allege that the Respondent denied their request to withdraw from union membership. The Respondent requested that the Board dismiss this matter pursuant to NAC 288.200(1) which requires that complaints contain a clear and concise statement of the facts sufficient to raise a justiciable controversy. The Board found that the Complainants' rapid succession between their request to withdraw and the filing of their complaint called into question whether the ESEA actually denied their request, and found that the ESEA had in fact processed their request to withdraw, and the Complainants are no longer members, as they requested. Therefore, the Board ordered that this action be dismissed in its entirety without prejudice.

Item #767A **Case No. A1-046028, Teresa Daniel, Ida Sierra, Marquis Lewis, Aaron Lee, Andrew D. Gasca, Kevin Cervantes, Luther J. Soto, Beverly Abram, Latrice Banks, Denise Mayfield, Linda Korschinowski, Charleen Davis-Shaw, David M. Shaw, Argretta O. Hutson, et Al. vs. Education Support Employees Association (02/21/12)**

Board reviewed pleading and ordered to deny Respondent's motion for an order awarding costs.

Item #768 **Case No. A1-046029, Ajay Vakil vs. Clark County; Clark County Development Services; Services Employees International Union, Local 1107 (10/31/11).**

Respondent Clark County argues to dismiss this matter because it asserts that the complaint does not raise a justiciable controversy, which the Complainant opposes by pointing to NRS 288.270(1) as the basis for an age discrimination claim. Therefore, a justiciable controversy under NRS Chapter 288 is raised, and the Board denied the motion to dismiss.

Item #768A **Case No. A1-046029, Ajay Vakil vs. Clark County; Clark County Development Services; Services Employees International Union, Local 1107 (04/02/13).**

Complainant Vakil brought two causes of action against the County for a unilateral change and for age discrimination, both resulting from his having been laid off due to the recession. The Board found that the County had not committed a unilateral change in the calculation of his seniority date but had, rather, precisely followed the procedure as bargained for with SEIU. With respect to the age discrimination claim, the Board found that Vakil had made out a prima facie case of discrimination but that the County's legitimate, non-discriminatory reason for its actions was not pretextual, inasmuch that the County followed the bargained-for layoff procedure. Finally, Vakil also had a claim against SEIU for breach of the duty of fair representation, both for agreeing to the layoff guidelines and for the manner in which it assisted and represented Vakil. The Board found that SEIU did not breach its duty of fair representation in that the guidelines agreed to were not arbitrary, discriminatory or in bad faith. It also noted that many times that SEIU did represent Vakil and that its actions were within the bounds of reasonableness.

Item #769 **Case No. A1-046030, Sherman Willoughby vs. Clark County; Human Resources/Real Property Management (10/31/11).**

The Respondent Clark County has filed a motion to dismiss due to a lack of facts sufficient to raise a justiciable controversy pursuant to NAC 288.200(1). The Board granted the motion to dismiss without prejudice, as it found that the presently written complaint made only vague accusations and did not contain sufficient detail.

Item #770 **Case No. A1-046031, Education Support Employees Association vs. Clark County School District (10/26/11).**

The Board denied the Complainant's motion for expedited hearing and for order shortening time.

Item #771 **Case No. A1-046032, Crystal Patterson vs. Teamsters Local 14 and City of North Las Vegas (11/14/11).**

The Respondents' filed a motion to dismiss pursuant to NAC 288.375(1), asserting that the complaint does not assert violations of NRS Chapter 288. The Complainant did not file an opposition to the motion, but did file her own separate motion to dismiss. The Board, unable to find a justiciable controversy arising under NRS Chapter 288, ordered this action dismissed in its entirety without prejudice, each party to bear its own fees and costs.

Item #772 **Case No. A1-046037, Tal Harel vs. Clark County Nevada; ex. Rel., Department of Real Property Management; DOES I Thru V, inclusive; ROE Corporations, I Thru V, Inclusive (11/14/11).**

The Respondent Clark County filed a motion to dismiss on October 10, 2011, to which the Complainant did not respond as of November 3, 2011. Pursuant to NAC 288.240(6), which mandates that a failure to file an opposition to the motion within 10 days may be construed as an admission of consent to grant the motion, the Board granted the motion to dismiss without prejudice.

Item #772A **Case No. A1-046037, Tal Harel vs. Clark County Nevada; ex. Rel., Department of Real Property Management; DOES I Thru V, inclusive; ROE Corporations, I Thru V, Inclusive (12/15/11).**

The Complainant filed a Petition for rehearing, in response to the Board's order dismissing his complaint for apparent lack of opposition to the motion to dismiss. Complainant did in fact file an opposition to the motion, although admittedly late, which the Board received after it pronounced its order dismissing the case. Pursuant to NAC 288.235, the Board granted the petition for rehearing on the issue of whether the Board should consider the Complainant's opposition to the County's motion to dismiss.

Item #772B **Case No. A1-046037, Tal Harel vs. Clark County Nevada; ex. Rel., Department of Real Property Management; DOES I Thru V, inclusive; ROE Corporations, I Thru V, Inclusive (02/14/12).**

The Board ordered its prior order, Item #772, be vacated. Furthermore, the Board dismissed this matter without prejudice.

Item #772C **Case No. A1-046037, Tal Harel vs. Clark County Nevada; ex. Rel., Department of Real Property Management; DOES I Thru V, inclusive; ROE Corporations, I Thru V, Inclusive (03/12/12).**

The Board ordered that Complainants requested rehearing be denied.

Item #773 **Case No. A1-046033, Jackie Benton vs. Education Support Employees Association (11/14/11).**

The Respondent filed a motion to dismiss on the basis that (1) the Board is barred from considering allegations that occurred more than 6 months before the filing of the complaint and (2) the complaint in its entirety involves an internal union matter, over which the Board historically declined to exercise jurisdiction. The Board agreed with the second premise of the Respondent's argument, and will make no finding on the first premise, and therefore ordered that this action be dismissed without prejudice.

Item #773A **Case No. A1-046013, Jackie Benton vs. Education Support Employees Association (2/21/12).**

The Board without comment denied Respondent's motion, seeking an award of costs in the matter.

Item #774 **Case No. A1-046013, International Association of Fire Fighters, Local #1607 vs. City of Las Vegas (2/2/12).**

The Board dismissed the complaint with prejudice pursuant to the stipulation of the parties, each party to bear its own fees and costs.

Item #775 **Case No. A1-046020, Charles Jenkins; Las Vegas Police Managers and Supervisors Association vs. Las Vegas Metropolitan Police Department (1/30/12).**

The Board denied Jenkins' motion for sanctions. The board also denied Respondent's counter-motion to dismiss the complaint as Jenkins had sufficiently alleged a prohibited labor practice.

Item #775A **Case No. A1-046020, Charles Jenkins; Las Vegas Police Managers and Supervisors Association vs. Las Vegas Metropolitan Police Department (1/24/12).**

The Board ordered Respondent to reinstate Complainant with back pay and post the notice attached to the order. Following an employee complaint against Complainant, Respondent cancelled his transfer to the head of a unit and transferred him to a lower position. Complainant filed a grievance against Respondent for refusing to bargain disciplinary procedures. Employee transfers which are used to discipline are excluded from the rights retained by management pursuant to NRS 288.150(3)(a). Discipline procedures are a mandatory subject of bargaining pursuant to NRS 288.150(2)(i). The Board held that the Department was obligated to bargain in good faith over disciplinary procedures and a unilateral change to discipline procedures constitutes a per se refusal to bargain in good faith. The Board denied Respondent's contention that the transfer change was not a disciplinary matter. The Department's use of administrative transfers, rather than disciplinary transfers, as a means to discipline and circumvent the bargained-for grievance process was therefore a violation of NRS 288.270(1)(a) and NRS 288.270(1)(e). The Board awarded attorney's fees and costs to the Complainant.

Item #775B **Case No. A1-046020, Charles Jenkins; Las Vegas Police Managers and Supervisors Association vs. Las Vegas Metropolitan Police Department (3/26/13).**

The Board awarded attorney's fees and costs to the Complainants, even though a petition for judicial review had been filed. In awarding the fees the Board considered the factors stated in Brunzell v. Golden Gate National Bank, 85 Nev. 345, 455 P.2d 31 (1969), which include: (1) the qualities of the advocate, including his training, education, experience, professional standing and skill; (2) the character of the work to be done, including its difficulty, intricacy, importance, time and skill required, responsibility imposed and the prominence and character of the parties where they affect the litigation; (3) the work actually performed by the lawyer, including the skill, time and attention given to the work; and (4) the result, namely whether the attorney was successful and what benefits were derived.

Item #776 **Case No. A1-046040, Airport Authority Police Officers' Protective Association vs. Reno-Tahoe Airport Authority (2/14/12).**

This order resolved four pending motions. First, the Board granted Complainant's motion to amend the verification page and to attach a missing exhibit. Secondly, the Board denied Complainant's motion to strike Respondent's reply brief to a pending motion for summary judgment. Complainant had asserted that the reply brief was untimely but the Board cited NAC 288.235(2), stating that the Board may overlook insignificant defects in pleadings that do not affect the substantial rights of the parties. Thirdly, the Board denied Respondent's motion for summary judgment, treating it as a motion to dismiss, noting that there are unresolved factual issues sufficient to defeat the motion to dismiss. Finally, the Board granted Respondent's request for an extension of time to file its pre-hearing statement.

Item #777 **Case No. A1-046049, City of Reno vs. Reno Firefighters Local 731, International Association of Firefighters; The International Union of Operating Engineers, Stationary Local #39, AFL-CIO; The Reno Administrative and Professional Group; The Reno Police Protective Association; The Reno Police Supervisory and Administrative Employees Association; and The Reno Fire Department Administrators' Association (2/21/12).**

The Board granted various stipulations between the Complainant and various respondents with respect to extensions of time for the respondents to file responses to the petition for declaratory order.

Item #777A **Case No. A1-046049, City of Reno vs. Reno Firefighters Local 731, International Association of Firefighters; The International Union of Operating Engineers, Stationary Local #39, AFL-CIO; The Reno Administrative and Professional Group; The Reno Police Protective Association; The Reno Police Supervisory and Administrative Employees Association; and The Reno Fire Department Administrators' Association and INTERVENOR Las Vegas Metropolitan Police Managers & Supervisors Association (3/16/12).**

In a petition for declaratory order, the Board resolved three pending motions. First, the Board granted Las Vegas Metropolitan Police Managers and Supervisors Association's petition to intervene, both for having sufficient interests in the proceeding and for satisfying NAC 288.260 requirements. Secondly, the Board denied the Police Associations' motion to dismiss. This Respondent argued that the EMRB lacks jurisdiction to issue declaratory orders under NRS 30.030. However, the Board cited NRS 233B.120 and NAC 288.380-.420 as granting the Board the authority to issue declaratory orders for the applicability of statutory provisions. Thirdly, the Board denied the International Association of Firefighters Local 731's motion to dismiss, rejecting the assertion that NRS 30.030 and the Declaratory Judgments Act extends justiciability and ripeness requirements to the Board's administrative declaratory orders. Rather, the purpose of declaratory orders under NRS 288 is to obtain guidance from an administrative agency before taking action.

Item #777B **Case No. A1-046049, City of Reno vs. Reno Firefighters Local 731, International Association of Firefighters; The International Union of Operating Engineers, Stationary Local #39, AFL-CIO; The Reno Administrative and Professional Group; The Reno Police Protective Association; The Reno Police Supervisory and Administrative Employees Association; and The Reno Fire Department Administrators' Association and INTERVENOR Las Vegas Metropolitan Police Managers & Supervisors Association (4/27/12).**

The Board declared themselves as having exclusive jurisdiction to interpret NRS Chapter 288. Consequently, the Board interpreted NRS 288.140(4)'s restriction on "supervisory employees" from joining employee organizations, to apply only for the purposes of collective bargaining. Citing N.L.R.B. v. Catholic Bishop of Chicago, the Board interpreted the statute narrowly in an attempt to avoid constitutional questions and held the interpretation as consistent with the general purpose of the Local Government Employee-Management Relations Act. Additionally, the Board defined "supervisory employee" as one who has the authority to perform all the supervisor functions, described in NRS 288.075(1)(b). Furthermore, the Board stated that such supervisor functions must make up a "significant portion of the employee's workday," and thus, the temporary assignment of supervisor authority does not change an employee's status to "supervisory employee."

Item #777B* **Case No. A1-046049, City of Reno vs. Reno Firefighters Local 731, International Association of Firefighters; The International Union of Operating Engineers, Stationary Local #39, AFL-CIO; The Reno Administrative and Professional Group; The Reno Police Protective Association; The Reno Police Supervisory and Administrative Employees Association; and The Reno Fire Department Administrators' Association and INTERVENOR Las Vegas Metropolitan Police Managers & Supervisors Association (8/1/12).**

The Board ordered that the Clark County Association of School Administrators' motion for leave to file amicus brief is granted. Further, the Board ordered the Professional Firefighters of Nevada's motion for leave to file amicus briefs be granted.

Item #778 **Case No. A1-046034, Washoe Education Association vs. Washoe County School District (4/4/12).**

The Board declared that the Local Government Employee-Management Relations Act does not require the Respondent to negotiate with Complainant over its three requested issues. Firstly, Respondent is not obligated to bargain with the Complainant over teacher evaluations because they are not listed as a mandatory subject of bargaining in NRS 288.150(2). Furthermore, the bargaining relationship between the two parties defined in NRS 391.3125(2) requires consultation rather than negotiation. Secondly, reversion procedures of post-probationary teachers back to probationary status is not disciplinary, and thus, is not specifically enumerated as a mandatory subject of bargaining under NRS 288.150(2)(i). The Board held the "significantly related" test as not applicable on these two issues. Thirdly, the Board found Complainant's request to negotiate the proposed definition of "grievance" is not required because it was broader than the interpretation or application of NRS 288.150(2)(o).

Item #779 **Case No. A1-046044, Clark County Education Association vs. Clark County School District (4/17/12).**

The Board declared that the Local Government Employee-Management Relations Act does not require an arbitrator to suspend, postpone, or delay an arbitration hearing while a bad-faith bargaining complaint is pending. The Board agreed with Respondent's assertion that NRS 288.217 does not specifically require an arbitrator to wait for the Board to act on a pending complaint. Furthermore, the Legislature, presumably being aware of the lengthier requirements for Board proceedings, provided deadlines in the statute and did not require the Board to follow any different timeline in bad-faith bargaining claims. Consequently, following legislative intent, an arbitrator can act under NRS 288.217 before the Board reaches a finding on a prohibited labor practice complaint.

Item #780 **Case No. A1-045991, Daniel M. Jennings; Boulder City Police Protective Association vs. City of Boulder City and Boulder City Police Department (10/10/12).**

The Board found against Complainant's discrimination claim. Under NRS 288.270(1)(f), an adverse employment action resulting from a disagreement with a superior over another employee's assigned position does not amount to discrimination. Consequently, Complainant's evidence did not establish a *prima facia* case of discrimination based upon personal reasons.

Item #780A **Case No. A1-045991, Daniel M. Jennings; Boulder City Police Protective Association vs. City of Boulder City and Boulder City Police Department (1/28/13).**

The Board denied Respondent's motion for an award of costs and attorneys' fees pursuant to NRS 288.110(6), noting that the Board has previously expressed a reluctance to use its power to award costs where the parties present a genuine legal dispute and that in this case Complainant had raised a genuine legal dispute.

Item #781 **Case No. A1-046045, Donald Munn v. Clark County Firefighters, IAFF Local 1908 and Clark County (9/24/12).**

The Board dismissed Respondent Clark County from the proceeding. After the conclusion of the arbitration, the Complainant argued that the Board should reject the arbitration award and continue with the labor practice proceedings against the two Respondents. The Board held that the Complainant met the burden of establishing the non-applicability of the limited deferral doctrine to Respondent Local 1908. Local 1908 was not a party to the arbitration proceeding, and the Complainant had demonstrated that the arbitrator's decision was not based upon facts parallel to those raised in his complaint against Respondent Local 1908. Consequently, dismissal and deferral to the arbitration award was appropriate for Respondent Clark County, but not for Respondent Local 1908.

Item #782 **Case No. A1-046059, Norman W. Jahn v. Las Vegas Metropolitan Police Managers and Supervisors Association (07/31/12).**

This order relates to a petition for rehearing after the Board had previously granted

Respondent's motion to dismiss, in part because Complainant had not filed any opposition to that motion. On rehearing, the Board agreed to reconsider its prior dismissal, noting that NAC 288.235 allows the Board to overlook defects in the pleadings and that the substantial rights of the Respondent had not been affected. Thereupon the Board reconsidered its prior dismissal in light of now having an opposition to the motion. The Board noted that a bargaining agent breaches the duty of fair representation when its actions are arbitratory, discriminatory or in bad faith. The Board also noted that the affidavits of the Respondent detail the actions that the Respondent took regarding the investigation and handling of Complainant's grievance and that they indicate Respondent had made a good faith review of the grievance. Furthermore, the Board noted that the Complainant had not offered any countervailing relevant evidence that would show that Respondent had breached its duty of fair representation. Accordingly, the Board upheld its prior dismissal of the case.

Item #783 **Case No. A1-045986, Cely Tablizo v. City of Las Vegas (2/14/13).**

The Board found in favor of the Respondent in this discrimination claim. The Complainant's evidence did not suggest a dislike of her national origin or any identifiable personal reason, and thus, Complainant failed to meet her burden of proof. Furthermore, there was no evidence that Complainant was treated differently than any similarly situated employee. Additionally, Complainant lacked sufficient evidence in establishing a hostile work environment claim because the communications presented all concerned work matters and did not indicate any hostility. The Board ordered each party to bear its own fees and costs.

Item #784 **Case No. A1-046080, North Las Vegas Police Supervisors Association v. City of North Las Vegas (and counterclaim) (01/28/13).**

The Board granted Complainant's motion to amend the complaint, noting that the request to amend the complaint was proper under NAC 288.235(1). The Board also granted Respondent's motion to consolidate this case with A1-046054, noting that consolidation was proper under NAC 288.275.

Item #785 **Case No. A1- Case No. A1-046081, Michael J. Campos v. Town of Pahrump and Pahrump Valley Firefighters, IAFF, Local 4068 (2/26/13).**

The Board granted the motion to dismiss as filed by both Respondents, finding that the Complaint was untimely pursuant to NRS 288.110(4), finding that the Complainant had filed the instant complaint 14 months after his termination and that the doctrine of equitable tolling does not apply in this case. The Board specifically noted that the Complainant had not been diligent in bringing his complaint before the Board.

Item #786 **Case No. A1- Case No. A1-046074, Las Vegas Fire Fighters Local 1285 v. City of Las Vegas (5/21/13).**

The Board found the Respondent committed a prohibited labor practice and was ordered to refrain from dealing directly with employees. Respondent wanted to establish a gain sharing program which, however, was met at an impasse when negotiating with Complainant. Respondent sent an open blog offering an initial $549 distribution to employees and left the decision on the bargaining agent to participate or not. The Board found that the Respondent did not make a unilateral change to a mandatory subject of bargaining because the terms of employment did not change in respect to receiving a bonus payment. However, Respondent was deemed as undercutting the Complainant's role in bargaining because the Respondent openly communicated to employees of a benefit and conditioned that benefit upon the Complainant's participation. Furthermore, in response to the issue of refusal to provide information as mandated under NRS 288.180(2), the Board found that the Respondent did not violate the duty because their responses to information requests by the Complainant were accurate and not unreasonably delayed. It was further ordered that Respondent post and comply with the attached notice.

Item #787 **Case No. A1-046073, Education Support Employees Association v. Clark County School District (5/21/13).**

The Board found in favor of Respondent as not being required to negotiate with Complainant. There was a lack of evidence at the hearing to show Respondent had interfered with a protected right. Respondent's decision to retire a position was not expressly listed as a mandatory subject of bargaining under NRS 288.150(2). Furthermore, the decision was not significantly related to methods used to classify employees in the bargaining unit. Neither was it significantly related to salary, wages, or other forms of direct monetary compensation under NRS 288.150(2). Moreover, Respondent's decision to retire the affected position was a decision not to hire, and therefore, was reserved as a management right without negotiation under NRS 288.150(3). The Board ordered that each party bear its own costs because an award of costs was deemed as not warranted in this case under NRS 288.110(6).

Item #788 **Case No. A1-046094, Thomas D. Richards v. Police Managers and Supervisors Association (8/19/13).**

The Board granted Respondent's motion to dismiss. The complaint alleged that Respondent breached a duty to its represented employees because the association negotiated an agreement to suspend merit increases and failed to hold a public hearing for member consent. Pursuant to the provisions of the Local Government Employee-Management Relations Act, the Respondent may modify a collective bargaining agreement and is not required to submit the terms of the agreement to its members. Rather, whether to allow the membership to ratify the agreement is an internal union matter. Consequently, in finding that the agreement was not arbitrary, discriminatory, or in bad faith, the complaint was deemed as lacking probable cause and was appropriately dismissed under NAC 288.375(1).

Item #789 **Case No. A1-046052, Washoe County Sheriff's Supervisory Deputies Association and Washoe County Sheriff's Deputies Association v. Washoe County (10/17/13).**

The Board found in favor of Respondent in finding that there was no unilateral change of employment terms and conditions. Respondent reduced employee wages by 1.375% to correspond with increases in retirement contribution rate mandated by PERS. However, the bargained for salary terms between Complainant and Respondent permitted the reduction of wages listed under these circumstances. Furthermore, there was no evidence presented to suggest that the salary reduction went beyond the scope of the bargaining process or that the Respondent refused to negotiate over wage rates on subsequent agreements. Consequently, the Respondent adhered to the bargained-for terms of the agreement, and thus, did not commit a unilateral change of employment.

Item #790 **Case No. A1-046096, City of Reno v. Reno Police Protective Association (11/27/13).**

The Board found that the complaint filed was not well-taken. While Respondent cancelled and postponed negotiations, there were several issues on both sides of the negotiation. The mutual dislike of chief negotiators impaired effective negotiations from both parties. Furthermore, the Board found that the Complainant placed all the initiative to schedule meetings on Respondent, and that the Respondent's negotiator had a genuine interest to reach an agreement. Consequently, based on the totality of the circumstances throughout the bargaining process, the Complainant's conduct during the negotiations precluded a finding of bad faith against the Respondent.

Item #791 **Case No. A1-046062, Nye County Law Enforcement Association v. Nye County (12/02/13).**

Nye County attempted to sever the juvenile probation officers from the Nye County Law Enforcement Association. The Board held for the Complainant, stating the County violated NRS 288.170, which requires that a local government employer must consult with each and every employee organization it has recognized on the issue of community of interest before it determines the scope of a bargaining unit.

Item #792 **Case No. A1-046104, Clark County v. Clark County Defenders Union, A1-046058 (12/11/14).**

In this case a new union representing Public Defenders sought recognition from Clark County. Clark County determined that the Public Defenders should instead be placed in the unit represented by the Clark County Prosecutors Association. The Board determined that the Public Defenders could not be placed in that unit based on a prior decision (Item #617). The Board also opined that the County had also not consulted with all of its recognized bargaining agents in accordance with NRS 288.170 and as reiterated by the Nye County Law Enforcement Association v. Nye County case, Item #791. This case is on judicial review.

Item #792A **Case No. A1-046104, Clark County v. Clark County Defenders Union (01/07/14).**

The Board denied Clark County's request that the Board depart from its prior order to adopt Item #617 as precedent, noting that the county had not demonstrated any sufficient reason to do so.

Item #793 **Case No. A1-046058, Clark County Deputy Marshals Association vs. Clark County (1/27/14).**

In this case the Board determined that Clark County Deputy Marshals were not local government employees and therefore were not entitled to collective bargaining rights under NRS 288. In its decision, the Board reaffirmed its prior holding that courts are not local government employers and thus employees who work for the courts are not local government employees. The Board also rejected a request to adopt what is known as the Washington model, which would have permitted at least some limited degree of collective bargaining over those items within the control of the County. The Board concluded that it is bound by the act and therefore could not divide the list of mandatory subjects of bargaining into those which could be bargained and those which could not. Instead, the Board opined that the proper remedy would be a change to the act itself. The Board also stated that adopting the Washington model would tend to infringe upon the inherent rights and powers of the courts as expressed in both a prior EMRB decision as well as a recent Nevada Supreme Court opinion involving the City of Sparks and its courts.

Item #794 **Case No. A1-046067 & A1-046069, International Association of Fire Fighters, Local #1607 vs. City of North Las Vegas and North Las Vegas Police Officers Association vs. City of North Las Vegas (1/27/14).**

In this case the Board decided the meaning of the word "emergency" in NRS 288.150(4). The Board held that the term "emergency" does not include financial emergencies. In arriving at its decision, the Board focused on all of NRS 288.150, noting two other provisions in that statute that allow local governments to manage financial emergencies. These include the management right under NRS 288.150(3) to conduct layoffs due to lack of funds and under NRS 288.150(2)(w) to include a reopener clause in multi-year collective bargaining agreements.

Item #795 **Case No. A1-046117, Joint Petitioners Southern Nevada Regional Housing Authority and SEIU, Local 1107 (5/7/14).**

Petitioners jointly filed a Petition for Declaratory Order. Our law allows parties to file such petitions, either separately or jointly, in order to obtain direction from the Board prior to embarking down a certain course of action. The parties inquired as to whether Item #204 requires that negotiating sessions be separate for the separate teams. The answer is "no."

In response, the Board declared that even though there may be separate bargaining teams for supervisors and non-supervisory employees, nothing in Item #204 or the act requires separate bargaining sessions. However, neither are joint negotiating sessions required. They are simply permissible when agreed to both by the employer and all negotiating teams involved and are otherwise reasonable. In this regard, the Board further declared that no party can require or insist upon joint negotiating sessions as a condition to meet and bargain.

Item #796 **Case No. A1-046111, Justin Simo v. City of Henderson and Henderson Police Officers Association (6/17/14).**

Justin Simo was terminated from his position as a police officer with the City of Henderson following a motor vehicle accident while driving a SWAT vehicle. His union elected not to file a grievance and the City refused to process a grievance he attempted to file on his own. Thereafter he hired an attorney, who filed an action in District Court against both the City of Henderson and his union for various causes of action, including breach of contract. The District Court ultimately dismissed the case for failure to exhaust administrative remedies. Just before the dismissal of the District Court case Mr. Simo filed a complaint with the EMRB, alleging the same causes of action against the City and his union. Both Respondents filed motions to dismiss, which the Board decided on June 10th.

The Board held that the complaint was timely, although filed more than six months from the date of unequivocal notice of final adverse action, due to tolling the time period in which the similar case had wrongly been filed in District Court, citing Bybee v. White Pine County School District, Item #724C, and the provisions of NRS 11.500. The Board also overlooked various timeliness of service and technical pleading deficiencies, noting that there was no indication of prejudice to any of the Respondents despite these defects. The Board granted the City's motion to dismiss on the grounds that the complaint did not raise a dispute within the Board's authority, noting that the Board's jurisdiction is to only hear complaints arising out of NRS 288 and the complaint raised no such allegations but rather focused on other causes of action such as breach of contract. The Board denied the union's motion to dismiss.

Item #797 **Case No. A1-046105, Douglas County Support Staff Organization v. Douglas County School District (11/25/14).**

The DCSSO claimed that the school district made a unilateral change to the collective bargaining agreement (CBA) when it altered the number of work days of the Union President from 260 days per year to 220 days per year. The Board first noted that the number of work days is a mandatory subject of bargaining. NRS 288.150(2)(h). The school district contended that it did not unilaterally change the number of her work days. Rather, it only acted pursuant to the negotiated terms of Article 7-11 of the CBA, which had long been in the CBA and which the Board noted had been historically applied in a similar manner for years. The Board thereupon ruled in favor of the school district.

Item #798 **Case No. A1-046109, Nicholas Eason v. Clark County (11/25/14).**

Nicholas Eason was a rookie firefighter who did not receive a certain EMT certification by a prescribed date. Clark County thereupon gave him an extension of four more months in return for his waiving his right to file a grievance should he fail to obtain the certification. Mr. Eason did not obtain his certification at the end of the extension. He resigned in lieu of being terminated. He filed three allegations. The first claimed the County interfered, coerced or restrained him in violation of NRS 288 when he signed the extension agreement.

Item #799 **Case No. A1-046091, Jarod Barto et al. v. City of Las Vegas (12/9/14).**

This case involves twelve City of Las Vegas firefighter recruits, who began a training academy together in October 2012. On January 11, 2013, they took a hazardous materials awareness test. The State Fire Marshal, who scored the exams, noticed a number of irregularities. At his request the City of Las Vegas conducted an investigation through its internal affairs group in the Department of Detention and Enforcement. The investigation concluded that a number of the recruits had cheated on the exam and that all had not answered investigator questions truthfully. So the day before the graduation ceremony, the City cancelled the graduation and thereafter non-confirmed the entire class on March 19, 2013. The recruits filed a complaint against the City, claiming the City unilaterally changed the bargained-for terms of discipline by (1) not following the positive discipline program; (2) using investigators from outside the fire department; and (3) not giving the recruits a hearing.

The Board first noted that a unilateral change occurs when a local government employer changes a term of employment that affects one of the mandatory subjects of bargaining, and does so without first bargaining with the recognized bargaining agent, City of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 59 P.3d 1212 (2002). The Board also found that discipline procedures are a mandatory subject of bargaining. However, in this instance the Board held no unilateral change had occurred. Instead, the Board agreed with the City's defense, namely that language in Article 10-B of the CBA provided the terms for handling probationary employees, which trumped other language in the CBA. It reads: "Nothing in this Agreement interferes in any way with the City's right to discharge or discipline any employee prior to the successful completion of an initial probationary period." Additionally, the Board found no evidence of retaliation. Finally, with respect to the claim that the recruits' liberty interests had been violated, the Board noted that the EMRB was not the proper forum to determine constitutional due process issues.

Item #800 **Case No. A1-046106, Michael Turner v. Clark County School District (1/21/15).**

Mr. Turner was terminated by the school district over an off-duty driving incident. The incident occurred while Mr. Turner, a long-time school district employee, was on a probationary period for a promotional position. At the arbitration hearing contesting the termination, the arbitrator overturned the termination and reinstated Mr. Turner to the position he held prior to his promotion since he was on probation for the higher position at that time. Complainant then filed an unfair labor practice case with the EMRB.

In the EMRB matter Complainant asserted that the duty to bargain collectively in good faith includes the "resolution of any question arising under a negotiated agreement." NRS 288.033(3). However, Complainant further asserted that this duty to bargain extends to the positions the opposing party might take at an adversarial arbitration hearing, and in particular, the arguments that might be raised by opposing counsel in its closing argument. The school district filed a motion to dismiss, which was granted by the Board upon the conclusion of Complainant's case. The Board, in its decision, opined that the school district "merely advanced the positions that it viewed most favorable to it when making arguments before the arbitrator" and that doing so does not breach any duty to bargain in good faith. The Board went on to further state that the making of such arguments is exactly what is contemplated in an arbitration proceeding.

Item #801

Case No. A1-046111, Justin Simo v. Henderson Police Officers Association (3/23/15).

Justin Simo was a member of the SWAT team for the City of Henderson. On February 27, 2013, he was driving his SWAT vehicle home when the vehicle hit a median on I-15. Instead of pulling off to the side of the road to inspect the damage, Simo continued to drive the vehicle. A passerby noted sparks coming from one of the wheel rims. Simo made it to the gate of his community, where the vehicle caught fire, totally destroying the vehicle and some of its contents. At this time his employer also opened an investigation into a 2012 vehicle accident. The City of Henderson ultimately terminated Simo for untruthfulness over his 2012 accident, untruthfulness related to his 2013 accident, and for willfully damaging department property related to his 2013 accident. Simo requested his union file grievances for each accident. The HPOA's grievance committee met and reviewed the case files as presented by the department and decided to file a grievance over the 2012 accident but not the 2013 accident.

Simo filed a breach of the duty of fair representation against his union. The duty of fair representation requires that a union conduct some minimal investigation before deciding whether to file a grievance. Vos v. City of Las Vegas, Item #749 (2014). The Board found that HPOA had met this requirement by reviewing the employer's case file and thus its decision was not arbitrary. However, the Board did find that the HPOA was arbitrary by not filing a grievance over that portion of the 2013 accident that accused Simo of being untruthful. A union breaches its duty of fair representation if it ignores a meritorious grievance. Vaca v. Sipes, 386 U.S. 171 (1967). Here, there was testimony from a union official that he believed Simo had not lied about this accident. Moreover, when a police officer is accused of untruthfulness, he/she is labelled a "Brady cop", which essentially kills that person's career in law enforcement. Given both the statement supporting Simo, as well as the important significance of not challenging this label, the Board found that the HPOA was arbitrary in not pursuing that portion of the 2013 grievance related to Simo's honesty. The Board thereupon ordered the HPOA to process that portion of the 2013 grievance on Simo's behalf and to also post a notice at its union office for a period of 30 days.

Item #802 **Case No. A1-045847 through A1-045864, Deborah Boland et al v. SEIU, Local 1107 (3/23/15).**

SEIU, Local 1107 represented various units at UMC and its Quick Care centers. One of these was a physicians' unit, which became recognized in 1999. SEIU subsequently negotiated a collective bargaining agreement, which expired in 2002. As it sought a successor agreement, problems developed. Testimony elicited at the hearing revealed that the physicians' group on several occasions disregarded the strategy developed by SEIU. Instead, the physicians' group met privately with Clark County Commissioners and also appeared on a political television show. They further advocated for protecting their own employees by eliminating positions in other bargaining units or nurses and ancillary staff. These comments upset not only the other employees, but also the staff at SEIU, which ultimately made the decision to withdraw as the physicians' bargaining agent. The physicians then filed a breach of the duty of fair representation over the withdrawal, the failure to negotiate a successor agreement, and for not continuing to represent them on outstanding grievances.

The Board held that SEIU had the right to withdraw and that its decision was not arbitrary, discriminatory or in bad faith given the circumstances as presented. SEIU's decision that it could no longer act on behalf of the physicians was not "so far outside a wide range of reasonableness to be irrational". Furthermore, by withdrawing, SEIU was under no legal obligation to continue bargaining for a successor agreement. However, the Board did find that SEIU breached its duty to process the grievances outstanding at the time of its withdrawal, especially after it stated in writing that it would do so for grievances filed before June 30, 2002. Using concepts related to attorneys withdrawing representation of a client, the Board held that "where an employee organization voluntarily withdraws as the bargaining agent, and is not replaced by a new bargaining agent, the withdrawing organization breaches the duty of fair representation when it abandons the existing grievances or does not otherwise take steps to eliminate any material adverse effects." Here, the Board noted that SEIU basically abandoned the outstanding grievances and accordingly ordered SEIU to take steps to ensure no material adverse effect by processing the grievances or relinquishing the grievances to the employees, if so requested by them.

Item #802A **Case No. A1-045847 through A1-045864 inclusive, Boland et al. v. SEIU, Local 1107 (9/28/15).**

The Board had previously decided that SEIU, Local 1107 had the right to withdraw as the representative for a bargaining unit comprised of UMC physicians but that they had a duty to continue processing outstanding grievances when it withdrew as the representative, and that it had committed a prohibited practice by not doing so. After issuance of that order SEIU, Local 1107 requested a second hearing to determine which grievances were still outstanding and thus had a duty to process. Upon conclusion of the second hearing the Board delineated ten grievances that were outstanding on the date that SEIU, Local 1107 withdrew as the representative.

Item #803 **Case No. A1-046116; David O'Leary v. Las Vegas Metropolitan Police Department (5/15/15).**

O'Leary was a captain who had worked at Metro for almost 25 years with a clean record. In the summer of 2013 he was approached by a friend, DJ Ashba, the lead guitarist for Guns N' Roses, who was looking for a helicopter ride to the Grand Canyon for part of a marriage proposal to his girlfriend. O'Leary learned that a private company could not do this. However, an employee in Metro's air unit volunteered a fly-along for this purpose as the department had done a number of fly-alongs for individuals. A few days after the fly-along Ashba posted a statement on social media about the event. The story ended up going viral. That same day O'Leary received a telephone call from his immediate supervisor about the posting.

Metro alleged that O'Leary had acted inappropriately in arranging the fly-along, among other things. After refusing requests to resign, O'Leary later was only sustained that the fly-along brought discredit to the department and that he used his department vehicle to transport passengers. In December O'Leary was again asked to resign or else be demoted. O'Leary thereupon resigned. Later he claimed a unilateral change and discrimination based on political or personal reasons. The Board denied the unilateral change allegation as Metro's breach was an isolated incident. However, the Board agreed that O'Leary was discriminated against for political reasons; namely the fallout from the social media posting and how that affected the department's attempt to get the More Cops tax passed. O'Leary was thereupon reinstated with back pay.

Item #804 **Case No. A1-046108; Las Vegas City Employees Association and Val Sharp v. City of Las Vegas (5/18/15).**

Val Sharp was a former President of the LVCEA and at the time of the incidents in question was a representative for that union. He was assigned to represent two painters who worked for the City. In meeting with them he inquired about the person who had complained about them. In inquiring about that third party, he asked about the third party's sexual orientation, whether she was fat, whether she was a deaf/mute and whether she grunted to communicate. Apparently the painters were offended by the questions and reported Sharp's actions to the City, who initially did nothing because Sharp had been acting in his capacity as a representative.

In bringing the situation to the union's attention, to see if it would act, the current President stated to Human Resources "you guys need to take care of it" and "you need to do what you need to do to address the issue." The City thereupon suspended Sharp for one day. This was followed by the union and Sharp filing a prohibited practice complaint, alleging that the City had interfered in internal union business.

In this opinion the Board found that the City had not committed a prohibited practice and that it did not interfere in the union's internal administration because the City's actions were prompted by the union's invitation for the City to discipline Sharp. The Board specifically made no findings on the issue of whether the City's actions would have been permissible in the absence of the Association's invitation.

Item #805 **Case A1-046123; Nye County Law Enforcement Association v. Nye County. (06/22/15).**

In Item #791, the Board found for the Nye County Law Enforcement Association (NCLEA), when it had challenged the County's decision to allow the Juvenile Probation Officers, who had been in the NCLEA bargaining unit, to instead form their own unit. The Board sided with the NCLEA because the County had not consulted with all the various employee organizations before making its decision.

This case is a follow-up to the prior case, in which the County again carved out the Juvenile Probation Officers from the NCLEA. First, the Board addressed a defense of the County that the JPO's are not actually local government employees but rather court employees, and that as court employees they therefore do not have collective bargaining rights at all. The Board held that there was insufficient evidence presented at the hearing. The Board also stated that its decision on this issue would be without prejudice. NLCEA then asserted that the County did not consult with its organization in good faith. Rather, its consultation was perfunctory. The Board disagreed, noting that the consultation in question was not required to be a negotiation but only a meeting to hear the other side's concerns. Finally, the Board addressed the community of interest issue, holding that the Juvenile Probation Officers do share a community of interest with those in the NCLEA bargaining unit. Moreover, the Board specifically noted that larger bargaining units are preferable to better serve the policies and purposes of the Act and that the small number of Juvenile Probation Officers would have made such a bargaining unit potentially ineffective. Accordingly, the Board reinstated the Juvenile Probation Officers to the NCLEA bargaining unit.

Item #806 **Case No. 2015-015; Mason Valley Firefighters Association, IAFF, Local 4642 v. Mason Valley Fire Protection District (8/20/15).**

The Mason Valley Fire Protection District recognized the Mason Valley Firefighters Association, IAFF, Local 4642 ("the Association") in May of this year. The Association then gave notice to negotiate a first-ever collective bargaining agreement, whereupon the District stated that the negotiations must be limited to matters not requiring the budgeting of money since the notice to negotiate was made after the statutory February 1st deadline in NRS 288.180(1). The Association stated it could not have met the February 1st deadline since it was not recognized until May. It then filed a Petition for Declaratory Order, seeking direction from the EMRB as to whether the February 1st deadline applies to a newly recognized bargaining unit. Its petition pointed to a prior decision of the Board in 1991 on this very point: Clark County Public Employees Association v. Housing Authority of the City of Las Vegas, Item #270. That order stated "[t]o interpret this requirement as precluding an employee organization, newly certified … subsequent to February 1, from requesting negotiations concerning matters requiring the budgeting of money, would render said certification and/or recognition essentially meaningless until the fiscal year which follows…". The current Board accordingly agreed to follow its prior order. The net effect is that the Association and District would now need to negotiate concerning any mandatory subject of bargaining.

Item #807 **Case No. A1-046068; Elko County Employees Association v. Elko County (9/18/15).**

Marcey Logsden and Richelle Rader were both paramedics for the Elko County Ambulance Service, which is an enterprise fund operation. Both employees had hourly wage rates significantly higher than those of their co-workers, who were in lower graded classifications. From 2009 to 2012 the service operated at a significant deficit. Since 2010 the County limited Logsden and Rader opportunities to work both extra overtime shifts and to work scheduled overtime. The association thereupon filed the instant complaint, alleging that the County discriminated against the two paramedics based upon personal reasons and/or on the basis of sex. The County countered that overtime was given to employees who made a lesser hourly rate in order to minimize the amount of overtime paid in order to reduce the amount of the deficit. The Board found that personal reasons do not include the wage rate that is paid to an employee and thus the County did not discriminate on the basis of personal reasons. With respect to sex, the Board found that the women had made a prima facie case but that the County had articulated a legitimate non-discriminatory reason for its actions based upon financial concerns. It should be noted that Chairman Larson dissented in the decision and wrote a lengthy statement of dissent, who believed that the two women had been discriminated against by the County.

Item #808 **Case No. A1-046119 & A1-046121; Shannon D'Ambrosio v. Las Vegas Metropolitan Police Department (10/15/15).**

Ms. D'Ambrosio was a probationary forensic scientist trainee in the famous CSI unit at Metro. LVMPD has a personal appearance policy for its employees in this unit as they are called upon to testify in court and LVMPD does not want an employee's appearance to detract from the employee's ability to present as a credible expert witness. One day during her probation, Ms. D'Ambrosio came to work with pink hair, which she promptly re-dyed. Two months later she came to work with blue hair, which was covered with a wig, but which co-workers noticed under her wig. The department then made a contact report, which was not discipline. The department also denied her union representation, claiming the meeting was not disciplinary in nature. The department also extended her probation as allowed under the collective bargaining agreement. Then in the next month the employee came to work with a "shaved" hairstyle, which resulted in her being non-confirmed. Ms. D'Ambrosio thereupon filed the instant action.

The Board ruled that the employee's Weingarten rights did not apply as there was no objective reasonable belief that the meeting could have led to discipline. The Board also held that Ms. D'Ambrosio was not discriminated against based upon personal reasons as "personal reasons" do not include reasons that are directly related to a core job function, such as compliance with the personal appearance policy. The Board further held that LVMPD had not made a unilateral change to the bargained-for disciplinary procedures since Ms. D'Ambrosio had not been terminated (i.e., disciplined) but had only been non-confirmed.

Item #809 **Case No. A1-046113; Police Officers Association of the Clark County School District v. Clark County School District (10/20/15).**

In this case the Board found that CCSD had committed bad faith bargaining in three ways. This case concerned an attempt by the parties to finalize a collective bargaining agreement for 2013-2014. During negotiations, the chief negotiator for CCSD, Dr. Goldman, would not accept or reject any union proposal but would only state that he needed to consult with the school board, who would then make the decision, thus making Dr. Goldman nothing more than a messenger. Good faith bargaining requires that a bargaining team have some level of authority. Secondly, Dr. Goldman stated that the school district had a stance of never making any proposals or counterproposals. This, too, is a well-recognized indicator of bad faith bargaining. During September 2013 through November 2013 the parties came to an agreement (even though four issues remained outstanding) and each ratified the new CBA – although as it turned out each side ratified a different version of the new CBA. When the union notified CCSD of the problem CCSD refused to meet with the union to rectify the problem and instead stated that the school board had ratified the new CBA. This refusal to meet to rectify was a third instance of bad faith bargaining. The Board also noted that the union was not without fault in the situation and that, perhaps, it would have also found bad faith bargaining on the part of the union had a counterclaim been filed in the case.

Item #810 **Case No. 2015-011; SEIU, Local 1107 v. Clark County (11/24/15).**

Most everyone will agree that this was the "big" case of the year that will have far reaching effects on most local governments and employee organizations. SB 241 was signed into law on June 1st of this year. The bill made significant changes to collective bargaining. Two of these changes were at issue in this case: (1) a prohibition against the use of so-called evergreen clauses, including a prohibition on increases in employee compensation following the expiration of a CBA, and (2) the denial of union leave time unless the employee organization either pays for that leave time or gives concessions for the cost of that time.

SEIU and Clark County were parties to a CBA that expired in June 2013. However, the CBA specified that the agreement would renew for another year until replaced by a successor agreement. Thus, the CBA renewed several times, including the most recent period of July 2014 through June 2015, as no successor agreement had been entered into at that time.

On June 4th the County informed the SEIU President that it was cancelling his paid union leave. On June 9th the County informed SEIU that is was suspending pay increases retroactive to June 1st. The County claimed both were done in compliance with SB 241. SEIU thereupon filed a complaint with the EMRB alleging that the County had engaged in bad faith bargaining by making unilateral changes to the CBA.

The Board first held that SB 241 was to only apply prospectively, noting that Section 5 of SB 241 disclaims retroactive application and, further, that it is to apply to a renewal or extension entered into after the effective date of June 1st. Thus SB 241 would only apply to the County and SEIU as of July 1st.

The Board then held that the County committed a unilateral change when it revoked the union leave time in early June. This was because the 2012-2013 CBA was still in effect in that it had rolled over twice. The Board also held that the "full cost" requirement includes the cost of salary and any benefits, and applies to anyone using union leave time, whether on full-time release or not. The Board further held that there is a rebuttable presumption that existing CBA's include in them concessions for any union leave time and based this in part on two statutes that presume there is good and sufficient consideration in any contract and that it is presumed that a contract has obeyed the law. The Board then noted that nothing in the record overcame this rebuttable presumption and thus the County had committed a unilateral change when it revoked the union leave.

The final issue is whether the County committed a unilateral change when it suspended the pay increases. The Board first noted that employee pay is a mandatory subject of bargaining. It then noted that SB 241 creates an exception to the general obligation to maintain the status quo pending expiration of a CBA. Under NRS 288.155(2) an employer may not increase levels of pay that exceed the amounts "in effect" as of the date of the expiration of a CBA. The Board then interpreted the words "in effect" to refer to the amounts of pay established by the terms of the CBA itself. Thus, while the County could not increase the systems of pay in effect, it was still obligated to apply those systems of pay to the employees. Thus although employees were not eligible for COLA's the employees should have been eligible for step increases or increases in longevity pay, based upon the terms in the existing CBA. Board member Masters dissented from this part of the opinion, reasoning that the tone of the bill was to eliminate any increase in pay when a CBA expires, thus freezing all employee pay. She further noted that the Board's obligation is not to determine policy, but rather to give effect to the policy chosen by the legislature.

Note: The Eighth Judicial District reversed part of the decision of the Board in Case No. A-15-728412-J. Please contact the EMRB for a copy of that Court's decision and order.

Item #811

Case No. A1-046120; IAFF, Local 1908 v. Clark County (12/17/15).

In December 2013 the Clark County Fire Department created a second EMS Coordinator position within the fire bargaining unit and then demoted Troy Tuke, an Assistant Fire Chief, into that position. Thereupon IAFF, Local 1908, which represents the fire bargaining unit, filed an unfair labor practice, claiming that NRS 288 forbids the County from placing non-bargaining unit employees into a bargaining unit position without negotiating the matter. The County claimed it had the right to do so under NRS 245, which allows counties to make 3% of its employees exempt from the county's merit system.

The Board held that pursuant to NRS 288.150(3) the County had a management right to decide whom to hire or appoint to any position, including one within the bargaining unit, and that promotional and appointment requirements are not a mandatory subject of bargaining. Therefore, the County was not obligated to negotiate the appointment of Tuke to the position of EMS Coordinator. The Board further stated that it lacked the authority to decide whether the County's merit system required a competitive appointment process in this case as NRS 245 is outside its jurisdiction.

However, this did not end the case. The Board heard evidence that Tuke was treated differently than the other EMS Coordinator, specifically in regards to seniority, longevity and the applicability of the grievance process. The Board noted that these do concern mandatory subjects of bargaining under NRS 288.150(2). The County claimed that because Tuke was an exempt employee under NRS 245, that this trumped its obligations to treat Tuke as though he was subject to all the provisions in the CBA, even though he was in a bargaining unit covered by a CBA. The Board disagreed, stating that once placed into the bargaining unit, Tuke was be treated as all other employees in that bargaining unit. Therefore, the Board ordered Clark County to immediately cease and refrain from treating Tuke in a manner that conflicts with the applicable CBA between IAFF, Local 108 and the County.

Item #812 **Case 2015-003; John Ducas v. Las Vegas Metropolitan Police Department (02/04/16).**

John Ducas was a police officer who worked for LVMPD. In 2014 he suffered a work-related back injury, which ultimately placed him on light duty. This light duty assignment resulted at various times in the changing of his shift and his days off. His desk job also resulted in his having to keep a log of the work he was doing as there was no direct supervision available. He also lost his work-assigned vehicle due to his no longer being in the field. Later he attempted a transfer to another light duty position in a different unit but was instead transferred to a desk job at the Fusion Center, which is a counterterrorism facility. Ducas only worked there one day, claiming aggravated his back pain. He thereafter filed for and accepted a medical retirement. He thereupon filed a complaint against LVMPD, alleging he had been discriminated against on the basis of his race, white, as his new supervisor was Hispanic. He further claimed that LVMPD discriminated against him on the basis of his handicap, for political reasons (he was conservative, and his supervisor and co-workers were liberal), and for personal reasons. The Board found that Ducas failed to make a *prima facie* case of discrimination on the basis of any of the alleged reasons and that LVMPD made reasonable employment decisions that were in accordance with its established policies and procedures.

Item #813 **Case No. 2015-008; Education Support Employees Association v. Clark County School District (02/23/16).**

The Board found in favor of Respondent in finding no unilateral change of employment terms and conditions. Respondent changed the hiring criteria of bus drivers for temporary summer assignments and excluded applicants who had used 6 or more days of sick leave during the preceding school year. Complainant argued Respondent engaged in a prohibited labor practice by failing to negotiate the Respondent's consideration of sick leave usage as a criterion. Respondent contended that NRS 288.150(3) gives them no obligation to negotiate with an employee organization in regards to its hiring decisions. Furthermore, no party argued whether the temporary summer positions were within the scope of the employment agreement. In applying NRS 288.150, the Board determined that the Respondent may adopt whatever reasonable criteria it deems appropriate to facilitate hiring decisions.

Item #814 **Case No. 2015-001; Bramby Tollen v. Clark County Assoc. of School Administrators and Professional-Technical Employees (05/06/16).**

Bramby Tollen was the Director of Purchasing for CCSD and a union member. In March 2014 CCSD transferred her to Human Resources. Her union would not file a grievance, claiming that there was no contract violation since she was the same grade. Shortly thereafter she went on an extended medical leave. She then contacted her union, claiming bullying and harassment by CCSD. The union told her it did not handle such claims and to contact the unit in CCSD that investigated such claims. While on leave she applied for, and was accepted for, the position of Director of Purchasing for a county in Washington. She signed a lease and began work there while still on paid leave at CCSD. On August 29th Tollen received a letter from CCSD, asking her to attend an investigative meeting on her "double-dipping." She contacted her union again and was assigned a representative. Her discussions with her rep led Tollen to submit a retirement letter, which then cancelled the need for the meeting. Shortly thereafter CCSD issued her final paycheck, which withheld sums for sick leave. Then after her retirement a reporter contacted her union. She claimed the union made disparaging comments about her to the press.

The Board dismissed the first two denials of service as being filed beyond the six-month statute of limitations. The Board also found no breach of the duty of fair representation with respect to her claim that the union did not represent her at the investigative hearing in that the union had done what she requested; namely send in her retirement letter. Finally, the Board found no breach with respect to the press as she was no longer a member of the union at that time because of her retirement and thus no longer owed her a duty.

Item #815 **Case No. 2016-005; Nye County v. Nye County Law Enforcement Management Association (05/16/16).**

The Board granted Nye County's petition to withdraw recognition of the union as there were no employees left in the bargaining unit. Since Respondent had no members, this was not a voluntary withdrawal. Moreover, the Board noted that the principle of collective bargaining presupposed that there is more than one eligible person who desired to bargain.

Item #816 **Case 2015-031; Police Officers Association of the Clark County School District v. Clark County School District (07/05/16).**

This case addressed one issue; namely whether the school district's suspension of step increases after the expiration of a collective bargaining agreement (CBA) was a unilateral change and thus an unfair labor practice.

The parties had entered into a CBA in 2013, which contained a provision for step increases. It also contained an evergreen clause, allowing the CBA to roll over for another year from July 1, 2014, through June 30, 2015. On July 1, 2015, CCSD suspended all step increases as the parties had not yet entered into a new CBA.

The Board noted that SB 241 was signed into law on June 1, 2015, and a provision in that law prohibited another renewal of the CBA on July 1, 2015. This determination was similar to the first part of the Board's decision between SEIU, Local 1107 and Clark County (Item #810), which had been affirmed on judicial review. Accordingly, CCSD had not acted early in the suspension of the step increases.

Now the only issue was whether the suspension of step increases was a unilateral change. In its first decision on SB 241 (Item #810), the Board held that step increases were allowed by SB 241 when parties were out of contract because they were part of a "system of pay." On judicial review the District Court disagreed, reversing the EMRB on this issue. In deciding this case, the Board elected to conform to the District Court's decision. Accordingly, the Board reversed course from its prior decision and sided with CCSD that it was indeed proper for CCSD to suspend the step increases, given the provisions contained in SB 241.

Item #817 **Case No. 2016-011; Lyon County Education Association v. Lyon County School District.**

This order is a result of a Petition for Declaratory Order filed by the Lyon County Education Association ("LCEA"). LCEA asked the Board to determine (1) where a bargaining unit employee is not a member of the exclusive employee organization, said employee has "no right to a representative being present except as may be allowed by the employer after the employer makes an inquiry similar to that set forth in Item C below to determine if the representative is an agent, employee, or attorney of another employee organization in which case the representative is not to be allowed"; and (2) the employer's obligation "to make an inquiry" regarding "(a) the status of the employee as a member or non-member of the employee organization serving as recognized bargaining agent for the unit; (b) the nature of the relationship between the employee and his representation …; and (c) the employment or affiliation of the representative."

In Lyon County, a teacher wanted to use a non-LCEA representative. The school district claimed it did not know that the representative of the teacher was affiliated with a union other than the LCEA. The questions posed regarded the applicability of NRS 288.140.

In its order, the Board found persuasive the District Court Order issued in Washoe Ed. Support Professionals v. EMRB, Case No. 09 OC 00086 1B (2010). The District Court found that NRS 288.140(2) provides that the employee may "act for himself" in an any grievance proceeding – i.e., on his own behalf and without a representative. Accordingly, a non-member employee may be represented by counsel, which may include a friend, relative, co-worker or attorney, provided that the exclusive bargaining agent is allowed to also be present to monitor compliance with the collective bargaining agent.

Moreover, the employer has the duty to inquire of the employee or representative concerning the status of the employee as a non-member, the nature of the relationship between the employee and representative, and the employment or affiliation of the representative. Such an inquiry is necessary to ensure that the status of the recognized bargaining agent is respected and that the employer does not commit a prohibited practice. After such an inquiry the representative cannot function as such when the employer knows or reasonably believes that the representative is serving to any extent in his/her "union" capacity on behalf of a rival organization. However, the representative can serve if acting independently of a rival organization and is acting as a friend, relative, co-worker or attorney.

Item #818 **Case 2015-013; Eric Brown v. Las Vegas Metropolitan Police Department**.

Eric Brown was an officer assigned to LVMPD's Traffic Bureau. Officer Brown had a long-standing issue with LVMPD's stance not to ticket members of the Nation of Islam who stood in street intersections distributing literature. In March 2015 the Traffic Bureau launched a pedestrian safety campaign in which officers were ordered to increase pedestrian citations. Officer Brown sent an e-mail to his sergeant advising that he would not be writing any pedestrian citations as long as LVMPD's stance did not change. Officer Brown also e-mailed other officers, encouraging them to do the same.

Shortly thereafter Brown was administratively transferred out of Traffic. In January 2016 Brown received a written reprimand and then the administrative transfer was changed to a disciplinary transfer. Brown grieved his discipline and was found not to have violated the Obedience and Insubordination regulation but that he had violated the Harmony and Cooperation regulation. Brown's reprimand was converted to a contact report, he was restored back to Traffic, but that he was not awarded back pay.

Officer Brown thereupon filed a complaint with the EMRB, claiming that LVMPD committed a unilateral change to the agreed-upon terms of the collective bargaining agreement by initially being administratively transferred out of Traffic. One of the elements of a unilateral change allegation is that the change is not merely an isolated breach but rather amounts to a change in policy. The Board opined that this incident was unique to Brown, which was prompted by his refusal to issue any pedestrian citations whatsoever.

Brown also alleged that he was a victim of discrimination due to personal or political reasons for having made known his stance on LVMPD not issuing citations to Nation of Islam members. Here, the Board held that Brown did not meet his initial burden to support an inference that his protected conduct was a motivating factor in his transfer, and even if he had, LVMPD produced sufficient evidence to satisfy the Board that it would have taken the same action even in the absence of protected conduct. Based on all the above the Board ruled in favor of LVMPD on all counts.

Item #819 **Case 2016-012; Nevada State Education Association v. Silver State Charter Schools.**

This is another case resulting from the passage of SB241 in 2015. The Nevada State Education Association (NSEA) was recognized by Silver State Charter Schools (SSCS) on December 17, 2015. NSEA notified SSCS on January 8, 2016 of its intent to negotiate the first CBA between the parties. SSCS refused to negotiate, claiming that NSEA missed the deadline to notify the employer.

Prior to SB241 employee organizations had to give notice by February 1st if the subject of negotiations required the budgeting of money. SB241 added a second sentence to NRS 288.181, requiring employee organizations representing teachers and educational support personnel to give notice by January 1st to negotiate any subject of mandatory bargaining. NSEA argued that the January 1st deadline was inapplicable due to the fact that NSEA was only recently recognized.

The Board held that the deadline of January 1st was unambiguous and did apply. It also held that it did apply to a newly recognized bargaining unit if the unit was recognized prior to the January 1st deadline and that prior Board decisions on the deadline date could be distinguished in that those units were not recognized until the deadline had passed for the year. Finally, the Board held that SSCS had not refused to bargain in good faith as the notice to bargain was untimely.

Item #820

Case 2015-027; Tammy Bonner & Bachera Washington v. City of North Las Vegas.

Bonner and Washington were both promoted to the position of Principal Human Resources Analysts in 2013. The promotion included raises. The City rescinded those raises in November 2013 but allowed the two women to keep their job title. The two filed a complaint with the EMRB, which resulted in a settlement in December 2014. In March 2015 the two filed an ethics complaint against the Mayor. Both of them were ultimately laid off in May 2015 when the City outsourced the Human Resources Department to a private firm. This resulted in a second filing with the EMRB, claiming their employment was terminated for political or personal reasons and also in retaliation for having filed the prior complaint which resulted in a settlement.

The Board found in favor of the City. Discrimination due to personal or political reasons is analyzed under Reno Police Protective Ass'n v. City of Reno, as modified by Bisch v. LVMPD. An aggrieved employee must first make out a *prima facie* case. The burden then shifts to the employer to demonstrate that the same action would have been taken even in the absence of protected conduct. The aggrieved employee may then offer evidence that the employer's reason is pretextual. Here, the Board held there was sufficient evidence to support that the City would have laid off the two employees anyway. Privatizing HR provided the City with known, fixed costs at less cost and with more services. Moreover, the outsourcing decision did not only affect Bonner and Washington. Rather, four other employees were also affected, who had not filed prior claims. NRS 288.270(1)(d) also prohibits an employer from retaliating against an employee who has previously filed a complaint. The standard of review is the same as that above. The Board likewise found that the City would have made the same decision despite the filing of any prior complaints. Vice Chairman Eckersley filed a concurring opinion, finding that the Complainants had failed to even establish a *prima facie* case.

Item #821

Case 2015-034; Las Vegas Peace Officers Association v. City of Las Vegas.

The issue in this case revolved around SB 241's requirement that union leave time be paid for. As a result of the Great Recession, the LVPOA made a number of concessions. During that time the parties also changed a "reasonable amount of time" to conduct union business to a set 1800 hours of time. In June 2015, while bargaining a new CBA, the union sent a proposal that indicated the union had made concessions which offset the value of paid union leave. The City disagreed, claiming that the prior concessions were unrelated to any change in union leave. In July 2015 the parties reached an Interim Agreement in which the LVPOA agreed to reimburse the City at a rate of $65 per hour. After reimbursing the City for a time the LVPOA stopped paying and instead filed a complaint, alleging that the City had engaged in bad faith bargaining.

The Board found that two union officials involved in the negotiations failed to present any evidence of actual and specific concessions made in exchange for union leave time. In its opinion, the Board stated that the duty to bargain in good faith does not require that the parties actually reach an agreement but does require the parties to approach negotiations with a sincere effort to do so. Moreover, adamant insistence on a bargaining position is not enough to show bad faith bargaining. Specifically, the Board held that the City's actions of refusing to recognize prior concessions as specifically funding paid union leave was not tantamount to bad faith bargaining.

The case was appealed on a petition for judicial review (See Item 821-A).

Item #821-A **Case 2015-034; Las Vegas Peace Officers Association v. City of Las Vegas.**

Subsequent to the Board's decision of February 22, 2017, (Item No. 821), Complainant Las Vegas Peace Officers Association filed a Petition for Judicial Review in the District Court of the Eighth Judicial District. At issue was EMRB's interpretation of NRS 288.225 and its finding that Appellant failed to present any evidence of "actual and specific" concessions made in exchange for union leave time. In an order dated March 30, 2018, District Court Judge David Jones found that EMRB's interpretation of NRS 288.225 constituted a clear error of law, citing Las Vegas Taxpayer Accountability Comm v. City Council of Las Vegas, 125 Nev. 165, 177 (2009) (the language of the statute should be given its plain meaning unless doing so violates the act's spirit). The District Court agreed with Appellant that there is no language in the statute that requires "actual and specific" concessions, but that the proper standard is included in the plain language of the statute itself, and that the EMRB exceeded its authority in its interpretation of NRS 288.225 and that the interpretation constituted a clear error of law. The District Court ordered to reverse the EMRB decision and the matter was remanded for further deliberation.

The Board heard this matter on remand and found that NRS 288.225 is plain, unambiguous and unmistakable in its requirement that while the employer may agree to provide leave for time for spent for an employee organization, "the full cost of such leave is … offset by the value of concessions made by the employee organization" and that the City's actions of refusing to recognize prior concessions did not amount to failure to bargain in good faith.

Item #822 **Case 2016-010; Troyce Krumme & Las Vegas Police Managers and Supervisors Association v. Las Vegas Metropolitan Police Department.**

Sgt. Krumme was a sergeant at LVMPD, who received a written reprimand after an officer involved shooting, which killed the suspect, at a resort corridor casino. He and his union filed a complaint consisting of four issues. The first alleged that LVMPD made a unilateral change to the CBA when it refused to allow him to attach a rebuttal statement to the written reprimand. The Board found both the CBA itself, as well as past practice, allowed attaching a rebuttal statement and thus found for Complainants on this issue. Since Krumme testified that the lack of a rebuttal statement prevented him from receiving a position in Homicide, the Board ordered that he be allowed to test for that position. The second issue alleged that LVMPD made a unilateral change by adding a disciplinary component to the Tactical Review Board process for officer involved shootings. The Board found that the LVPMSA had waived this issue by failing to make a timely bargaining request, in that the change occurred years earlier. The third issue alleged a unilateral change by having the discipline issued by the Assistant Sheriff in lieu of the direct supervisor. The Board rejected this in that there was nothing in the CBA stating who could issue discipline and that there was no past practice on this issue. Finally, the Board rejected Krumme's allegations of personal or political discrimination, noting there was no evidence that Krumme was disciplined based on the high-profile nature of the case.

Item #823 **Case 2016-024; Churchill County School District v. Nevada Classified School Employees Association, Chapter 5.**

The Churchill County School District filed a petition for declaratory order, seeking to exclude two Human Resource Analysts and two Account Technicians from a bargaining unit due to the school district's stance that the employees are confidential employees pursuant to NRS 288.170(4). Subsection 6 defines a confidential employee as "an employee who is involved in the decisions of management affecting collective bargaining." The Board has previously held that this term is to "embrace only those employees who assist and act in a confidential capacity to persons who formulate, determine, and effectuate management policies in the field of labor relations." This is similar to the "labor nexus" test used by the NLRB. This test looks to the confidential relationship between an employee and persons who exercise managerial functions in labor relations, so that management is not forced to negotiate with a union that includes employees who might obtain advance information as to management's position in contract negotiations.

Here, the Board found that the two Human Resource Analysts should be designated as confidential employees. The HR Analysts were on the district's bargaining team; they held weekly meetings with the Superintendent concerning collective bargaining issues; they discussed the interpretation of the CBA; they caucused with management during negotiations; they discussed proposals and what should be changed; and they were briefed by the Superintendent as to what transpired during school board closed sessions, among other things. Board Member Sandra Masters dissented on this part of the decision.

The Board also found that the two Account Technicians were not confidential employees. One did grant reporting and general ledger work while the other performed payroll and workers' compensation tasks. The Board found that they were not part of the negotiating team. At best they provided some research and calculations in the form of spreadsheets, which later could be used by the negotiating team. Citing a Ninth Circuit case, the Board agreed that an employee is not regarded as confidential simply because he/she supplies information to someone involved in labor relations. This part of the decision was unanimous.

Item #824 **Case 2017-008; Clark County Education Association v. Clark County School District.**

The school district and teachers' union ratified a new collective bargaining agreement that contained a new salary system called the Professional Growth System (PGS), which allowed teachers to advance in salary based upon how much professional growth classes and activities they undertook. The parties realized the PGS was only a framework which would need to be fleshed out in the months to come. To this end they created a committee to work collaboratively on the PGS post-ratification.

Over the next several months the parties met and agreed to the specifics of the PGS and a guide was drafted. Finally, Superintendent Skorkowsky gave his final approval, which was memorialized in a memorandum of understanding between the parties. Afterwards the committee jointly created and approved a series of communications, tutorials, forms and informational documents about the PGS. Trainings were produced for the educators. At one point, Skorkowsky sent a memo to all administrators and licensed staff about the historic effort between CCEA and CCSD. Finally, on August 1, 2016, the parties jointly distributed a Guide to all licensed professionals that was approved as the final version. The Guide contained the logos of both organizations. A film with both the Superintendent and the Executive Director of CCEA was disseminated to all concerned. Based on all this, teachers began signing up for professional development, expending both time and money to get the required number of units to qualify for a raise.

Then in January 2017 a CCSD official stated at a PGS Advisory Committee meeting that CCSD would be striking sections of the Guide. The bottom line to the changes was that it would be more difficult, timely and costly for educators to qualify for a raise. In February 2017 CCSD memorialized the changes it intended to make and then shortly thereafter CCSD unilaterally issued a revised Guide which still used the CCEA logo and contact information, which made it appear that CCEA approved of the changes. CCEA thereupon filed a bad faith bargaining complaint, alleging that CCSD unilaterally changed a bargained-for salary system.

The Board found that CCSD had indeed made a unilateral change to the PGS. NRS 288.27(1)(e) states it is a prohibited practice for a local government employer to willfully refuse to bargain collectively in good faith over mandatory subjects of bargaining. Salary is a mandatory subject of bargaining. The Board found that CCSD was estopped from making unilateral changes to the PGS. The doctrine of estoppel has four elements: (1) the party to be estopped must be apprised of the true facts; (2) the party must intend that his conduct shall be acted upon; (3) the party asserting the estoppel must be ignorant of the true state of facts; and (4) he must have relied to his detriment on the conduct of the party to be estopped. The Board found that a number of educators had relied on the PGS and the Guide, to their detriment when CCSD made the unilateral change. The Board thereupon ordered that the PGS be restored to the August 1, 2016, version that both parties had agreed to, except for one issue which the parties had since agreed to suspend and renegotiate.

Item #825 **Case 2017-002; IBEW, Local 1245 v. Truckee Meadows Water Authority**

State law provides for an employer to decide whether certain jobs should be included within the boundaries of a given bargaining unit. IBEW, Local 1245 requested that the Truckee Meadows Water Authority (TMWA) include five laboratory positions in a unit consisting primarily of bluecollar operations and maintenance employees. TMWA rejected that request, citing a lack of community interest. Instead, TMWA stated that a separate bargaining unit of those five employees be recognized.

Pursuant to state law, IBEW, Local 1245 appealed that decision to the Board. NRS 288.170 provides that the primary criterion for deciding the case is the community of interest of the employees concerned. A community of interest includes the similarities in duties, skills, working conditions, job classifications, employee benefits, as well as the amount of interchange or transfer of employees, integration of an employer's operations and supervision of employees. Other factors to be considered in a community of interest determination include the desires of the affected employees, geographic proximity, common objectives in providing services, personnel policies, and the frequency of contact among the employees. Moreover, the Board generally favors larger wall-to-wall units in order to minimize the practical difficulties on a local government employer that result from a proliferation of bargaining units and to serve as a safeguard for employees against the diluted effectiveness caused by smaller and fragmented bargaining units.

Here, the Board found that most of the factors cut in favor of finding a community of interest with the amount of interchange or transfer of employees cutting against that finding.

The Board also addressed an argument of TMWA, namely that its decision against a community of interest should be accorded the same deference that the agency receives on judicial review. The Board first stated that NRS 233B provides for a standard of review and not a standard of proof and that NRS 233B.135's standard of review does not set forth a standard of proof that administrative agencies apply in their hearings. Moreover, the Board found that that plain language of NRS 288.170 does not contemplate deference to TMWA's initial determination.

Item #826 **Case 2017-006; Jake Grunwald v. Las Vegas Metropolitan Police Department**

Officer Grunwald was a Field Training Officer, responsible for supervising rookie officers. While in that capacity he admitted to engaging in sexual relations with a trainee, which was against agency rules. After negotiations, Officer Grunwald received a 1-day suspension, which he agreed not to grieve.

During this time period Officer Grunwald applied for the position of Sergeant and over time he reached number one on the list. When he reached the top of the list, LVMPD removed him from the Sergeants' promotional list, basing its decision on the department's promotional guidelines, which did not allow for the promotion of any person on a list which had a minor suspension on file in the prior year.

Grunwald and the LVPPA thereupon filed a complaint with the EMRB, alleging that LVMPD made a unilateral change to the collective bargaining agreement and also alleging that the removal from the promotional list was a second instance of discipline. LVMPD contends that removal from the promotional list was not discipline at all but rather the exercising of a management right to determine promotional standards and qualifications.

The Board held that there was not a unilateral change to a mandatory subject of bargaining, or one significantly related thereto, and instead believed that promotional subjects are within the rights conferred to management in NRS 288.

Item #827 **Case 2017-010; <u>Kerns & Las Vegas Police Managers and Supervisors Association v. Las Vegas Metropolitan Police Department</u>**

Sgt. Kerns worked in the K-9 unit and was placed on administrative leave while the department investigated an incident in which he was involved. Complainants allege several unilateral changes. First, they claimed that informal settlement talks were prohibited because they are not mentioned in the CBA as being allowed. The Board disagreed, stating that prohibiting such talks are "not consistent with the basic notions of labor relations, and the fundamental purposes of the EMRA." The Board also found the LVPMSA had consented to these talks through its own actions and words.

The Complainants also alleged that it was a unilateral change to place an Adjudication of Complaint in a retired employee's file. Again, the Board disagreed, stating it was not a form of discipline, it was the past practice to do so, and the employee had the opportunity to place a rebuttal statement in his file.

Complainants also alleged that Kerns was coerced into retirement because he did not want to be demoted. The Board disagreed, opining that all but one interaction with Kerns was through his representatives and the one direct interaction resulted in a member of management encouraging Kerns not to retire. Furthermore, Kerns did have the option of not retiring, being demoted, and then filing a grievance to challenge that discipline.

Item #828 **Case 2017-011; <u>SEIU, Local 1107 v. Southern Nevada Health District</u>**

SNHD sought to exclude three positions (Employee Health Nurse, Helpdesk and Application Support Supervisor and the Academic Affairs Coordinator) from the bargaining unit. The Board declined to do so. First, the Board addressed the issue of who bears the burden of proving the exclusion. Citing NLRB rulings, the Board ruled that "excluding an employee is a departure from the general requirement that provides for collective bargaining rights and therefore any party that claims the exception has the burden to establish it applies."

The Board then analyzed the various exceptions claimed, which varied for each position. The Board found that the exclusion of confidential status did not apply to any of the jobs as they were not involved in the decisions of management affecting collective bargaining. Also the Helpdesk Supervisor did not meet all the conditions as a supervisory employee while the Academic Affairs Coordinator did not meet the requirements as an administrative employee and that it did find that the position did have a community of interest with other employees in the bargaining unit.

Item #829 **Case 2017-025; Yu & Las Vegas Police Managers and Supervisors Association v. Las Vegas Metropolitan Police Department.**

Sgt. Yu was administratively transferred by his Lieutenant from the canine unit to patrol. Thereupon Sgt. Yu and his union filed a grievance disputing his transfer as not meeting the requirements for an administrative transfer found in the CBA, as well as a department policy on transfers. LVMPD refused to process the grievance, claiming it did not meet the definition of a grievance. Later LVMPD also refused to a request for binding arbitration. Yu and PMSA then filed the instant prohibited practices complaint, alleging LVMPD of making a unilateral change to a mandatory subject of bargaining. The Board noted that grievance procedures are a mandatory subject of bargaining and that an employer who refuses to process a grievance under the negotiated process violates the Act. The Board also found that the plain wording of the grievance procedure in the CBA was clear that employees have the right to file a grievance if the employee has a dispute regarding the application or interpretation of the CBA. As LVMPD refused to accept the grievance, it therefore committed a unilateral change. As a remedy, the Board ordered LVMPD to accept the grievance and process it in compliance with the contractually agreed upon terms.

Item #830 **Case 2017-035; Charles Danser v. City of North Las Vegas and North Las Vegas Police Officers Association.**

Officer Danser received unequivocal notice of the City's adverse action of terminating his employment on March 9, 2011. The statute of limitations to file a prohibited practices complaint was therefore September 9, 2011. Danser filed his complaint on November 17, 2017. However, the Courts have recognized an exception to the six-month limitation period called equitable tolling, which focuses on "whether there was excusable delay by the plaintiff. If a reasonable plaintiff would not have known of the existence of a possible claim within the limitations period, then equitable tolling will serve to extend the statute of limitations for filing suit until the plaintiff can gather what information he needs."

There are four factors in analyzing whether equitable tolling applies. The first is the claimant's diligence. Here, though advised to obtain private legal counsel Danser failed to do so. Danser also did not do any personal research and only relied on the comments of the union's general counsel. He also did not reach out to legal aid until 2016. The second factor is knowledge of the relevant facts. The Board found that no new factual information pertaining to his claims occurred beyond the six-month limitations period. The third factor is reliance on misleading authoritative agency statements or conduct. The Board did not find credible Danser's testimony that the union's general counsel informed him that his only option was to hire a private attorney. Moreover, even if this was the case, the Board had previously held that a union's failure to advise an employee of the right to file a complaint with the Board is not an affirmative misrepresentation. The fourth factor is prejudice to the Respondents. Here the Board found that the great elapse in time, almost 80 months, showed that the witnesses did not have a sufficient memory of the events that occurred and that Danser even admitted that his memory would have been better had the claim been filed within the six-month limitations period. Therefore, the Board held that equitable tolling did not apply and that the complaint was to be dismissed as being untimely filed.

Item #831 **Case 2017-026; City of Elko v. Elko Police Officers Protective Association.**

The City of Elko filed a declaratory action, seeking a ruling from the EMRB that the Sergeants must be excluded from the rank and file bargaining unit for police officers. The Board agreed. NRS 288.170(3) provides that supervisors must not be in the same bargaining unit as the employees they supervise. Therefore, the issue in the case was whether the Sergeants were supervisory employees. NRS 288.075(1)(a) provides the definition of a supervisor and lists 12 criteria for determining whether a given job classification is a supervisor. The Elko Police Protective Association argued that all 12 criteria must be present while the City of Elko argued that only 1 of the 12 criteria needs to be met. The Board agreed with the City, citing the plain language of the statute, which mentions "or" and not "and." Furthermore the definition in NRS 288 is very similar to that in the National Labor Relations Act and the federal case of NLRB v. Kentucky River Cmty., Care, Inc. likewise held that only one of the criteria needed to be met for someone to meet the definition of a supervisor. In the end the Board found that more than one factor applied to the Sergeants.

Item #832 **Case 2017-028; Elizabeth Bantz v. Washoe County School District.**

Bantz applied for an early retirement incentive program but the school district denied her application on November 25, 2015. A few weeks later she was informed there was no appeal process but did agree to review her case. On April 5, 2016 she was denied again. She did not file a case with the EMRB until September 26, 2017. The school district filed an affirmative defense that her complaint was beyond the six-month limitation period. Ms. Bantz, however, claimed that the doctrine of equitable tolling applied.

There are four factors in analyzing whether equitable tolling applies. The first is the claimant's diligence. Here, the Board found that Bantz was not diligent inasmuch as she was familiar with the EMRB through her union activities. The second factor is knowledge of the relevant facts. Bantz testified that all of the facts giving rise to her claim surfaced by the April 2016 denial. The third factor is reliance on misleading authoritative agency statements or conduct. The Board did not find that the school district made any misleading statements. The fourth factor is prejudice to the Respondents. Here the Board found that the time span was significant and that the witnesses may not have a sufficient memory of the events that occurred due to the length of time that had passed. Therefore, the Board held that equitable tolling did not apply, and that the complaint was to be dismissed as being untimely filed.

Item #833 **Case 2017-009; IAFF Local 4078 and Christopher Van Leuven v. Town of Pahrump.**

After being terminated by the Town of Pahrump, Van Leuven won his arbitration. The District court vacated the award, which was then reversed by the Nevada Supreme Court. The parties then subsequently entered into a settlement agreement on the appropriate remedy pursuant to the arbitrator's original decision. Shortly thereafter Van Leuven noticed that the Town had not made PERS contributions on the back wages. That issue was subsequently decided by an arbitrator who held that PERS contributions were raised by the

Complainants during negotiations but that the resulting Settlement Agreement did not include PERS contributions and that the agreement specifically waived all compensation or benefits not expressly stated in the agreement. Complainants filed a bad faith bargaining claim with the EMRB and the Respondent thereupon filed a motion to defer to the arbitrator's decision. The EMRB will defer to the decision of an arbitrator if: (1) the arbitration proceedings were fair and regular; (2) the parties agreed to be bound; (3) the decision was not clearly repugnant to the purposes and policies of the EMRA; and (4) the arbitrator was presented generally with the facts relevant to resolving the unfair labor practice. Here the Board held that all the factors had been met and thus deferred to the arbitrator's decision that the Town had not bargained in bad faith and thus it did not owe PERS contributions on any back wages.

Item #834 **Consolidated Case 2017-020; Juvenile Justice Supervisors Association and Juvenile Justice Probation Officers Association v. Clark County.**

Both employee organizations claim that Clark County failed to bargain in good faith over the issue of union leave time as required by SB241, passed in 2015. The JJPOA claimed that it had paid for union leave in its first CBA with Clark County. The County alleged that the concessions given by the JJPOA related to the recession and were made for the purpose of saving jobs. The Board agreed with Clark County. In arriving at this decision, the Board noted that the concessions they gave occurred about a month after the issue of union leave had already been decided. In addition, the Board noted that the JJPOA had produced to contemporaneous notes or evidence. In contrast the County had extensive notes and none of them reflected any such *quid pro quo*.

With respect to the JJSA, it had entered into an agreement with the County to create a union leave bank, with hours for that purpose donated by the members of that bargaining unit, but had reserved the right to not pay for union leave time if the Board were to so agree that it did not have to do so. In this regard the Board held that any concessions given were for the purpose of saving jobs and referred to a JJSA document to this effect. In summary, the Board sided with the County with respect to both of the Complainants.

Item #835 **Case 2017-005; Frank Regich v. Marshals Division of the Regional Justice Center.**

Previous respondents had already been dismissed in this case. The case against this Respondent had been stayed pending a decision by the Nevada Supreme Court. After the stay was lifted the Respondent renewed its motion to dismiss, claiming that the courts are not a local government employer under NRS 288 and, therefore, Regich could not have been a local government employee. As such, he had no standing to bring a claim against the Marshals Division of the RJC. The Board agreed. The Board also dismissed the claim as being untimely.

Item #836 **Case A1-046097; Thomas Knickmeyer v. Clark County Deputy Marshals Association.**

Thomas Knickmeyer filed a complaint against his employee organization for breach of the duty of fair representation. The Board stayed the case in 2014, noting that a petition for judicial review had been filed in another case, which had as an issue whether the Eighth Judicial District Court was a local government employer. In September 2018 the Nevada

Supreme Court dismissed the appeal and the Board thereupon lifted the stay and ordered the parties to submit a supplement in light of the Nevada Supreme Court decision. The Board dismissed Knickmeyer's case, noting "nothing in this case has swayed the Board from its prior decisions concerning court employees," stating that Knickmeyer was a Deputy Marshal and thus was a court employee and not a local government employee. Because he was not a local government employee, he therefore did not have standing to file a complaint with the EMRB.

Item #837

Case 2018-017; <u>Jared Jackson v. Clark County</u>.

Jackson had been hired to work in the County's IT department. The County later terminated his employment without a hearing, claiming that Jackson had still been on probation. Jackson claimed that his probation had expired without any meeting with his supervisors and thus this constituted a unilateral change. He also claimed that he had been discriminated against for personal or political reasons and noted that someone had filled his position without going through the civil service system.

The Board found that Jackson's probationary period had not expired since the probationary period in IT defaulted to 2080 hours and not 1040 hours. As he was still on probation, the Board held that there had been no unilateral change in that the County had not disciplined Jackson but rather had just dismissed him during his probationary period. With respect to the discrimination claim, an aggrieved employee must show sufficient evidence to support the inference that protected conduct was a motivating factor in the employer's decision. The Board held that Complainant did not meet his initial burden to support his claim that protected conduct was a factor in the County's decision. Rather, the County had received complaints, both from the user community and co-workers, to lead it to believe that Jackson was not a good fit for the department. The County also showed that it did indeed properly hire his replacement.

Item #838

Case 2018-014; <u>International Union of Operating Engineers, Local 501 v. Esmeralda County et al</u>.

Local 501 notified the County it wished to bargain an initial contract after the County had voluntarily recognized it. The County required the bargaining agent to read the proposal into the record during an open meeting. Several times thereafter the bargaining agent travelled several hours to attend the next County Commission meeting only not to have been on the agenda. The County never sat down with Local 501, but instead met privately in closed session without Local 501. In April 2018, the County notified Local 501 that it did not enjoy majority support and eventually unilaterally withdrew recognition. Local 501 thereupon filed a complaint alleging failure to bargain and unilateral withdrawal of recognition. The Board found in favor of Local 501 and ordered the County to immediately recognize Local 501 and to resume negotiations. The Board also ordered the County to post a notice on its bulletin boards concerning its prohibited practices and also ordered that Complainant be entitled to reasonable attorneys' fees and costs. (See Item No.838-A).

Item #838-A **Case 2018-014; International Union of Operating Engineers, Local 501 v. Esmeralda County et al.**

In a prior order, the Board previously found for Complainant and awarded costs and fees. Complainant filed with the Board a memorandum for fees and costs; respondent did not file a response to the memorandum. Complainant filed for $18,637.50 in fees and $1,660.14 of costs. The Board ordered and awarded fees in the amount of $18,287.50 plus costs of $1,660.14 for a total of $19,947.64.

Item #839 **Case 2018-031; Teamsters Local 14 v. Las Vegas Police Protective Association Civilian Employees, Inc.**

Local 14 filed a petition alleging that the PPACE bargaining unit encompasses both supervisory and non-supervisory employees and thus is an illegal bargaining unit. It seeks to split the bargaining unit into two separate bargaining units and then claims that after removal of the supervisors from the bargaining unit that a majority of employees within the nonsupervisory bargaining unit would support Local 14. PPACE filed a motion to dismiss, claiming that the so-called supervisors in the bargaining unit do not meet the definition of a supervisor. They also argued that there is no good faith doubt that PPACE does not have majority support. The Board denied the motion to dismiss and instead called for a bifurcated hearing. The first part of the hearing will determine whether the bargaining unit improperly includes statutory supervisory employees. (Item No. 839-A) Once that issue is resolved the Board will then hold a second hearing to determine whether any employee organization is supported by a majority of the employees, and if so, hold a representative election.

Item #839-A **Case 2018-031; Teamsters Local 14 v. Las Vegas Police Protective Association Civilian Employees, Inc.**

In a prior order, the Board ordered the matter be bifurcated to determine whether the bargaining unit improperly includes statutory supervisory employees. The first part of the hearing was scheduled for September 4 and 5, 2019; authorization cards were to be produced on the first day of the hearing, September 4, 2019; and briefs were to be submitted regarding the validity of cards filed after the date Teamsters' petition was filed or after November 29, 2019.

Item #840 **Case 2019-001; Las Vegas Metro Police Managers and Supervisors Association v. Las Vegas Metropolitan Police Department**

Respondent LVMPD filed a motion to dismiss, claiming that the complaint was not timely filed. The employee organization contends that the statute of limitations does not begin to run until it has clear and unequivocal notice of a violation. The Board denied the motion to dismiss, stating that a hearing is necessary to determine disputed facts related to which point in time the complainant had clear and unequivocal notice.

Item #841 **Case 2019-002; Water Employees Association of Nevada v. Las Vegas Valley Water District**

At issue were three separate motions: (1) Respondent's Motion to Dismiss and for Deferral; (2) Complainant's Motion to Dismiss Respondent's Counterclaim; and (3) Complainant's Special Motion to Dismiss Respondent's Counterclaim. Upon review and noting that there is a pending underlying grievance, the Board denied all three motions and stayed the matter pending the resolution of the parties' bargained for processes.

Item #841-A **Case 2019-002; Water Employees Association of Nevada v. Las Vegas Valley Water District**

The Respondent filed a motion seeking the Panel to defer to the decision of the arbitrator in a related action. Under the limited deferral doctrine, the Board will defer to a decision of an arbitrator if all five conditions to do so are met. Here, the Panel found that several of the five conditions had not been met due in part to the arbitrator's decision being limited, having based the decision in part on *res judicata* grounds. Additionally, the arbitrator did not discuss the discrimination claims on hiring practices. Additionally, the Panel provisionally granted the motion for a more definite statement and denied Complainant's motion to dismiss the counterclaim as there were factual disputes and credibility determinations warranting a hearing.

Item #841-B **Case 2019-002; Water Employees Association of Nevada v. Las Vegas Valley Water District**

The Respondent filed a petition for reconsideration or rehearing based on the decision in order 841-A. A panel of the Board denied the petition as a petition for rehearing may only be granted after a final decision of the Board and the Board had yet to render a final decision in the case. The panel also denied the petition for reconsideration as that may only be made if a panel had a split decision, which did not occur. However, the panel did grant a hearing in the case, which would be set by the Commissioner once Complainant had filed a second amended complaint pursuant to order 841-A.

Item #842 **Case 2019-004; International Union of Operating Engineers Local 501 v. University Medical Center et al.**

Respondent UMC filed a motion to dismiss, or in the alternative, a motion for a more definite statement. UMC argued that the complaint is inadequate such that it cannot properly defend or respond to the vague allegations asserted in the complaint. The Board found that the complaint does not meet the requirements of NAC 288.200, which require "a clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy . . . including the time and place of the occurrence…" The Board thus directed the complainant to amend the complaint within 20 days of the order.

Item #842-A **Case 2019-004; International Union of Operating Engineers Local 501 v. University Medical Center et al.**

UMC filed a motion to dismiss the first amended complaint. IUOE, Local 501 filed a notice of non-opposition and provided a stipulation to file a second amended complaint removing references to certain grievances objected to in the motion. The Board ordered the second amended complaint be deemed accepted and filed.

Item #843 **Case 2018-006; Charles Ebarb v. Clark County**

The Board ordered the matter to be bifurcated, with the hearing on whether the Board should defer to the arbitrator's decision heard first. The matter was assigned to the full Board as the Commissioner had designated the case one of statewide significance over the issue as to whether the EMRB should continue to place the burden of proof over deferral on the party seeking not to defer or whether the burden should instead be switched to place the burden on the party seeking deferral, as the NLRB had done in recent years. The Board in this case elected to keep the burden on the Complainant, noting that unlike the NLRB *Babcock* case, in this case the underlying arbitral proceedings had been transcribed and thus the Board had the information necessary to determine whether the prongs of the limited deferral doctrine had been met.

As to the dispute itself, the EMRB defers to an arbitrator's decision if: (1) the arbitration proceedings were fair and regular; (2) the parties agreed to be bound; (3) the decision was not clearly repugnant to the purposes and policies of the EMRA; (4) the contractual issue was factually similar to the unfair labor practice issue(s); and (5) the arbitrator was presented generally with the facts relevant to resolving the unfair labor practice(s). In this case the Board held that the various prongs had not been met, primarily due to the local government refusing to turn over audio recordings of investigative interviews to the Complainant and also due to not calling the primary accuser of the Complainant as a witness but instead substituting the investigator as the witness, who then testified as to what the accuser and others had stated in their interviews. The Board then ordered the parties to brief the issue as to what remedies should be ordered in the case.

Item #843-A **Case 2018-006; Charles Ebarb v. Clark County**

The Board did not grant the petition for rehearing, noting that the Board has yet to issue a final order in the case, which is a prerequisite for the filing of a motion for rehearing.

Item #843-B **Case 2018-006; Charles Ebarb v. Clark County**

The Board ordered the hearing to occur in conjunction with the previous orders issued in this case and on the issue of whether there had been unequivocal notice and the applicability of equitable tolling in conjunction with Respondents' Motion to Dismiss filed in December 2019. The Board also ordered the parties to prepare for any questions the Board may have as related to Respondents' Motion to Dismiss filed in December 2019. The Board finally ordered the Commissioner to consult with the parties to determine if an additional prehearing conference should be held.

Item #843-C **Case 2018-006; Charles Ebarb v. Clark County**

Ebarb had been terminated by his local government. As part of the subsequent arbitration over the termination, Ebarb requested certain documents which his employer would not turn over absent a protective order. Ebarb refused to sign the protective order and filed a prohibited practice case, claiming a unilateral change to the disciplinary process. The employer filed a motion to dismiss, claiming that Ebarb was no longer a local government employee at the time of any alleged infraction as the arbitration was well after his termination. The Board granted the motion to dismiss, agreeing that Ebarb no longer met the definition of a local government employee at the time his employer may have committed a unilateral change, distinguishing this from other terminated employees in which the violation occurred while still employed or as part of the process of terminating the employee.

Item #844 **Case 2018-012; Nye County Management Employees Association v. Nye County**

The employee organization filed a petition, seeking to accrete the Deputy District Attorneys into the organization's current bargaining unit. The Board did not find a community of interest, noting that the similarity in duties, skills, working conditions, geographic proximity, common objectives, and the frequency of contact all cut against a finding of community of interest.

Item #844-A **Case 2018-012; Nye County Management Employees Association v. Nye County**

The Board granted a petition for rehearing. NCMEA accepted the Board's decision not to accrete the Deputy District Attorneys in the current NCMEA bargaining unit. However, the NCMEA since requested that the Board issue an order recognizing the NCMEA as the bargaining representative of the Deputy District Attorneys in a separate bargaining unit.

Item #844-B **Case 2018-012; Nye County Management Employees Association v. Nye County**

In a prior order, the Board held that the Criminal Deputy District Attorneys could not be part of the existing NCMEA bargaining unit as there was no community of interest between the attorneys and various management personnel. On a petition for rehearing, NCMEA argued that the Board's prior order was incomplete as the Board did not address the attorneys being in their own bargaining unit, represented by NCMEA. Nye County did not dispute that the prerequisites for forming a bargaining unit had not been met. Rather, the county argued that the attorneys could not be in any bargaining unit pursuant to NRS 252.070(6) and/or that the attorneys might sometimes also do civil work. The Board rejected the county's arguments, claiming that NRS 252.070(6) does not preclude collective bargaining and that the attorneys in question, although they might perform some civil work, were not assigned to a civil division. Thus, the Board granted the request for the attorneys to form their own bargaining unit and be represented by NCMEA.

Item #845 **Case 2019-003; Francis Davis v. Las Vegas Metropolitan Police Department and Las Vegas Police Protective Association, Civilian Employees.**

The Board denied PPACE's motion to dismiss, noting there are facts in dispute, as well as credibility determinations, that warrant a hearing on the matter.

Item #846 **Case 2019-006; Jennifer Schwartz and Karlana Kulseth v. Clark County School District.**

This was a petition to intervene filed by the Clark County Education Association, claiming the organization had an interest in the outcome of the dispute between the two parties. The Board determined that the requirements for intervention had been satisfied and thus granted the petition.

Item #847 **Case 2019-011; International Association of Fire Fighters Local 5046 v. Elko County Fire Protection District.**

The Board denied Respondent's motion to dismiss, noting there are facts in dispute, as well as credibility determinations, that warrant a hearing on the matter.

Item #847-A **Case 2019-011; International Association of Fire Fighters Local 5046 v. Elko County Fire Protection District.**

The complaint alleged that the Respondent failed to bargain in good faith and failed to comply with requests for information. The fire protection district used to be funded out of the Elko County general fund. However, in 2018 it was created as a separate taxing district and the fire protection district then participated in a State-run wildfire protection program. It was then notified that its annual dues would to the wildfire program would go from $400,000 to more than a million dollars. Because of this the Respondent advised the IAFF that it was not ready to negotiate on fiscal matters because it was attempting to reduce the annual dues paid, and until that was known it was fruitless to bargain over fiscal matters. The fire protection district was ultimately able to reduce its dues to $600,000 per year. After several bargaining sessions were postponed, IAFF ultimately filed a bad faith bargaining complaint. The Board found in favor of the Respondent, noting the unique circumstances of the case which led to a two-month delay, but also noting that the Respondent had "tethered a precarious line" with respect to bad faith bargaining.

The Board also found in favor of the Respondent with respect to the second allegation. The Board noted that that a significant amount of information was requested and that the Respondent worked diligently to gather and organize the requested information, which was described by one witness as a "massive project."

Item #848 **Case 2018-013; Las Vegas Peace Officers Supervisors Association v. City of Las Vegas.**

Respondent filed a motion to dismiss, arguing that the issue was over contract language and thus covered by the grievance procedure and that a grievance had been filed. Complainant countered that a matter may both be a grievance issue and an unfair labor practice and thus the complaint should not be dismissed. The Board denied the motion and stayed the case until such time as contractual remedies have been exhausted, noting that the Board has repeatedly emphasized that the preferred method for resolving disputes is through the bargained for process.

Item #849 **Case 2019-009; Teamsters Local 14 v. Town of Pahrump and Nye County**

Teamsters filed a petition for declaratory order, seeking clarification regarding the Town of Pahrump's transfer of town employees to Nye County, claiming that such could not be done without first obtaining permission from Teamsters or the Board. The Board clarified that permission for withdrawal of recognition is not required when the bargaining unit ceases to exist. The Board did agree that one employer cannot transfer its employees to another employer in order to escape its bargaining obligation, absent meeting the requirements of NRS 288.150(3)(b).

Item #850 **Case 2019-012; Luquisha McCray v. Clark County**

The County had filed a motion to dismiss, claiming that the Complainant did not have standing to challenge the scope of the bargaining unit, relying on NRS 288.175(5) which states in part that if "any employee organization is aggrieved by the determination of a bargaining unit, it may appeal to the Board." The Board agreed with that analysis and granted the motion to dismiss. However, the Board dismissed the case without prejudice, thus allowing the availability of filing an amended complaint in which standing would not be an issue.

Item #850-A **Case 2019-012; Luquisha McCray v. Clark County**

Respondent had filed a motion to dismiss the Third Amended Complaint. Respondent argued that the Complainant had failed to exhaust her contractual remedies because she did not bring a motion to compel arbitration. In response, Complainant argued that the Respondent refused to accept her grievance. Based on the above, the Board ordered the case stayed pending exhaustion of contractual remedies.

Item #851 **Case 2019-016; City of Las Vegas v. Las Vegas Peace Officers Association**

The employee organization filed a motion to dismiss, claiming there was no probable cause for the complaint inasmuch as withdrawal of a tentative agreement is permissible. The City argued that the withdrawal amounted to bad faith bargaining in that the LVPOA had done so in an attempt to reopen negotiations in an approved article. The Board held that the City's complaint, based on the totality of the circumstances, involves factual disputes and credibility determinations that require a hearing. Thus, the motion to dismiss was denied.

Item #852 **Case 2019-020; Eric Gil v. City of Las Vegas**

The City filed a motion to dismiss, claiming that the complaint was untimely filed. Complainant countered that the doctrine of equitable tolling applies. The Board held that there are factual allegations in dispute as to the timeliness of the complaint which warrants a hearing on the matter. The Board therefore ordered a bifurcated hearing, with the first part of the hearing over the issue of the applicability of equitable tolling.

Item #852-A **Case 2019-020; Eric Gil v. City of Las Vegas**

The Board issued an order on the first part of a bifurcated hearing. The Board first found that Gil received unequivocal notice when he received a letter notifying him that he was not selected to move forward in the recruitment process and that his complaint was filed more than six months after this date. However, the Board further found that the doctrine of equitable tolling applied in this case. Equitable tolling focuses on whether there was excusable delay in the filing of a complaint. In analyzing whether the doctrine applies, the Board is required to weigh the claimant's diligence, knowledge of the relevant facts, reliance on misleading authoritative statements or conduct, and any prejudice to the employer. Among the various factors, the Board specifically found that Gil did not discover the differential treatment until months after his receipt of the letter from the City of Las Vegas, but that he did file the complaint within six months of discovering this vital fact.

Item #853 **Case 2018-026; Woodard v. Sparks Police Protective Association**

The Board issued an order on the first part of a bifurcated hearing on the issue of equitable tolling, finding that the doctrine of equitable tolling applies in this case. Equitable tolling focuses on whether there was excusable delay in the filing of a complaint. In analyzing whether the doctrine applies, the Board is required to weigh the claimant's diligence, knowledge of the relevant facts, reliance on misleading authoritative statements or conduct, and any prejudice to the employer (or respondent). The Board also ruled on a motion for a protective order related to a subpoena *duces tecum*.

Item #853-A **Case 2018-026; Woodard v. Sparks Police Protective Association**

Woodard filed a complaint against his employee organization for an alleged violation of the duty of fair representation (DFR), which requires "that when the union represents or negotiates on behalf of a union member, it must conduct itself in a manner that is not 'arbitrary, discriminatory, or in bad faith.'"

His employee organization originally denied him assistance for his arbitration related to his grieving his demotion. Using outside counsel Woodard prevailed in his arbitration and a subsequent motion to vacate filed by his employer. Subsequently, the employee organization funded the arbitration of a person whom complainant was similarly situated. He thus approached the union President about being reimbursed for his expenses, given that he had prevailed. At that time, the union President told him that the time to file an appeal had passed. The Board found that the request was inadvertently summarily denied based on time expiring under the original DFR claim and that no consideration was given on his new request after he had prevailed as mentioned above. Thus, the Board held that the SPPA had committed a prohibited practice.

As to the issue of a remedy, the Board ordered to restore the complainant to the position he would have been in absent the violation, which was being deprived the benefit of having his reimbursement request considered by the SPPA in a manner that was not in violation of the duty of fair representation.

Item #854 **Case 2019-026; Petition to be Designated as the Exclusive Representative (UNIT E)**

Pursuant to NRS 288.520, the Board designated AFSCME, Local 4041 as the exclusive representative for the employees in State bargaining Unit E, which consists of Professional Health Care Employees, finding that the labor organization provided proof of support amounting to 52.2%, which exceeded the 50% plus one threshold for recognition without calling for an election.

Item #855 **Case 2019-021; Petition to be Designated as the Exclusive Representative (UNIT F)**

Pursuant to NRS 288.520, the Board designated AFSCME, Local 4041 as the exclusive representative for the employees in State bargaining Unit F, which consists of Non-Professional Health Care Employees, finding that the labor organization provided proof of support amounting to 50.4%, which exceeded the 50% plus one threshold for recognition without calling for an election.

Item #856 **Case 2019-023/024; Petition for Designation as the Exclusive Representative/The Assignment of Executive Department Job Classifications (UNIT G)**

Pursuant to NRS 288.250, the Board designated the Nevada Highway Patrol Association as the exclusive representative for the employees in State bargaining Unit G, which consists of Category I Peace Officers, finding that the labor organization provided proof of support amounting to 50.3%, which exceeded the 50% plus one threshold for recognition without calling for an election. The Board also rejected the petition filed by the Nevada State Law Enforcement Officers Association under NRS 288.525, which requested an election be held, noting that NHPA's level of support of more than 50% made moot any petition filed under NRS 288.525.

Item #857 **Case 2019-025; The Assignment of Executive Department Job Classificiations (UNIT H)**

Pursuant to NRS 288.520, the Board designated the Nevada State Law Enforcement Officers Association as the exclusive representative for the employees in State bargaining Unit H, which consists of Category II Peace Officers, finding that the labor organization provided proof of support amounting to 53.6%, which exceeded the 50% plus one threshold for recognition without calling for an election.

Item #858 **Case 2019-019; Petition to be Designated as the Exclusive Representative (UNIT I)**

Pursuant to NRS 288.520, the Board designated AFSCME, Local 4041 as the exclusive representative for the employees in State bargaining Unit I, which consists of Category III Peace Officers, finding that the labor organization provided proof of support amounting to 52.8%, which exceeded the 50% plus one threshold for recognition without calling for an election.

Item #859 **Case 2020-006; Petition to be Designated as the Exclusive Representative (UNIT A)**

Pursuant to NRS 288.520, the Board designated AFSCME, Local 4041 as the exclusive representative for the employees in State bargaining unit A, which consists of blue-collar employees, finding that the labor organization provided proof of support amounting to 50.03%, which exceeded the 50% plus one threshold for recognition without calling for an election.

Item #860 **Case 2019-018; Annette Shaw v. Nye County Employees Association**

The Board granted a motion to dismiss filed by the employee organization, finding that the allegations contained in the complaint were outside the jurisdiction of the EMRB as they related to internal union matters.

Item #861 **Case 2020-001; AFSCME, Local 4041 v. State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, Desert Regional Center, et al.**

The Board granted respondents' motion to dismiss with leave to amend the complaint, agreeing that the complaint was premature inasmuch as Senate Bill 135, Section 53.5(1) prohibits the filing of a prohibited practices complaint before November 1, 2020, if at the time of the filing the labor organization was not yet recognized, unless certain conditions are met, which the Board did not find in this case.

Item #861-A **Case 2020-001; AFSCME, Local 4041 v. State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, Desert Regional Center, et al.**

The Board denied Respondents' motion to dismiss the first amended complaint. Respondents first argued that the Complainant brought the action under the wrong section of NRS 288, a section meant for the local government level, but which was identical to that for the state level. The Board opined that the pleadings should be liberally construed and that the defect did not affect the substantial rights of the Respondents and thus should be disregarded. Respondents also alleged that complaint was premature, claiming that sections 53 and 53.5 of Senate Bill 135 give the State control over all working conditions of its employees until the job classifications had been assigned to bargaining units and the regulations became effective. Here, the Board opined that SB 135 established certain rights for employees when it became effective in June 2019 and that the tasks were ancillary tasks to implement the new law.

Item #861-B **Case 2020-001; AFSCME, Local 4041 v. State of Nevada, Department of Health and Human Services, Aging and Disability Services Division, Desert Regional Center, et al.**

AFSCME filed a complaint alleging that Respondents committed a prohibited practice by not bargaining in good faith, when it unilaterally changed the employees' shifts during an organizing campaign and by making the unilateral change, Respondents failed to maintain the status quo. The Board first held that, with respect to State employees, the duty to bargain does not arise until the Board designates an exclusive representative. The Board explained the standards used by the National Labor Relations Board, is based its ruling on the plain and unambiguous language of SB 135, passed in 2019 and now codified in NRS 288. Based on this the Board did not find a violation of NRS 288.620(1)(b) and derivatively NRS

288.270(1)(a). However, the Board did find a violation of employees' NRS 288.500 rights and that such violation interfered, restrained, or coerced employees in the exercise of protected activity, along with Respondents failing to justify the action with a substantial and legitimate business reason that outweighed those rights. The Board thus found in favor of Complainant in part.

Item #862 **Case 2020-002; AFSCME, Local 4041 v. State of Nevada, Department of Corrections, High Desert State Prison, et al.**

The Board granted respondents' motion to dismiss with leave to amend the complaint, agreeing that the complaint was premature inasmuch as Senate Bill 135, Section 53.5(1) prohibits the filing of a prohibited practices complaint before November 1, 2020, if at the time of the filing the labor organization was not yet recognized, unless certain conditions are met, which the Board did not find in this case.

Item #862-A **Case 2020-002; AFSCME, Local 4041 v. State of Nevada, Department of Corrections, High Desert State Prison, et al.**

The Board denied Respondents' motion to dismiss the first amended complaint. Respondents first argued that the Complainant brought the action under the wrong section of NRS 288, a section meant for the local government level, but which was identical to that for the state level. The Board opined that the pleadings should be liberally construed and that the defect did not affect the substantial rights of the Respondents and thus should be disregarded. Respondents also alleged that complaint was premature, claiming that sections 53 and 53.5 of Senate Bill 135 give the State control over all working conditions of its employees until the job classifications had been assigned to bargaining units and the regulations became effective. Here, the Board opined that SB 135 established certain rights for employees when it became effective in June 2019 and that the tasks were ancillary tasks to implement the new law.

Item #862-B **Case 2020-002; AFSCME, Local 4041 v. State of Nevada, Department of Corrections, High Desert State Prison, et al.**

AFSCME filed a complaint alleging that Respondents committed a prohibited practice by not bargaining in good faith, when it unilaterally rescinded a pilot program of 12-hour shifts during an organizing campaign and by making the unilateral change, Respondents failed to maintain the status quo. In referring to Item 861-B, the Board first held that, with respect to State employees, the duty to bargain does not arise until the Board designates an exclusive representative. Based on the analysis provided for in Item 861-B (as well as precedent from the National Labor Relations Board) the Board did not find a violation of NRS 288.620(1)(b) and derivatively NRS 288.270(1)(a) However, unlike Item 861-B, the Board did not find a violation of employees' NRS 288.500 rights because the 12-hour shifts were a pilot program adopted prior to the relevant organizing efforts which had not met its stated objectives and requirements, all of which was repeatedly communicated to the employees. Thus, the Board thus found in favor of Respondents.

Item #863 **Case 2019-014; NCSEA v. Churchill County School District**

This dispute involves the school district's reduction of two hours per week for student contact classified employees' schedules. The employee organization claims the action was a unilateral change and thus bad faith bargaining. The school district claims there was a provision in the existing CBA allowing it to adjust actual work schedules and duty assignments and provided past evidence of similar changes made without objection. The Board also found that there was miscommunication between the parties in that the employee organization claimed it wanted to bargain a change to the actual language while the school district claimed that the demand sent to it by the employee organization was a demand to bargain the pending work schedule changes. In the end, the Board held there was no bad faith bargaining on the part of the school district both because the miscommunication did not arise to the level of bad faith bargaining and also because there was existing language in the CBA allowing for the school district to adjust schedules.

Item #864 **Case 2020-012; Operating Engineers Local Union No. 3 v. Incline Village General Improvement District**

Respondent had filed a motion to dismiss, argued that the Complainant failed to exhaust its contractual remedies because it did not file a grievance. In response, Complainant stated that the Board has exclusive jurisdiction over unfair labor practices and that Respondent's actions were not grievable. The Board held that Complainant had not shown it was unable to file a grievance and thus the Board stayed the matter pending exhaustion of contractual remedies. Respondent had also argued that there was no probable cause for the Complaint. In this regard, the Board held that there are factual issues in dispute that thus would require a hearing after the stay is lifted.

Item #864-A **Case 2020-012; Operating Engineers Local Union No. 3 v. Incline Village General Improvement District**

The Board had issued a stay on proceedings in this case until such time as Complainant showed that it was unable to file a grievance, or any such grievance had been rejected. The parties recently submitted status reports in which Complainant requested that the stay be lifted. The Board declined to lift the stay as no offer of proof had yet been provided to indicate that either of the foregoing conditions had been satisfied.

Item #864-B **Case 2020-012; Operating Engineers Local Union No. 3 v. Incline Village General Improvement District**

Complainant filed an Offer of Proof in response to the Board's prior order continuing the stay in this case (Item 864-A); respondent did not file a response. The Offer of Proof, however, was simply a reiteration of previously made arguments and did not contain any actual submission showing the above has been satisfied. Complainant provided that in a previous arbitration between the parties, it raised Respondent's actions alleged in the Complaint at the arbitration, though the arbitrator did not address this issue in his Award. Complainant also argued that it has failed to timely file a grievance and, as such, it would simply be denied by the District and thus futile. Further, the Board has exclusive jurisdiction over unfair labor practices. In response, Respondent provided that Complainant simply refused to comply with its obligation to its exhaust its contractual remedies and this cannot be allowed to circumvent the bargained for processes as well as the Board's regulation which has the force of law, as well as indicated that the dispute brought by Complainant is over the District's interpretation and application of the MOU. Prior to the response being filed, the Board issued an Order to Show Cause why the stay should not be lifted.

While the Board has exclusive jurisdiction over unfair labor practices, the parties must first exhaust their contractual remedies, "including all rights to arbitration." In the Board's discretion, the Board may defer to arbitration proceedings. The Board found that there has not been a *clear* showing of special circumstances or extreme prejudice and ordered that the stay remain in effect consistent with the above; that Complainant shall submit proof of filing a grievance within 30 days of the date of this Order; and that the parties shall file joint status reports every 60 days from the date of the filing of the grievance.

Item #864-C **Case 2020-012; Operating Engineers Local Union No. 3 v. Incline Village General Improvement District**

This case had been stayed pending exhaustion of contractual remedies. Respondent since requested the stay be lifted and the matter dismissed, arguing that Complainant continued to circumvent the bargained for processes. Complainant responded that it should not be required to proceed with arbitration. In its decision, the Board noted that interpretation of an article in the CBA was central to the issue in the complaint and thus, while the Board has exclusive jurisdiction over unfair labor practices, the parties must first exhaust their contractual remedies, including arbitration. Given the foregoing, the Board found that there had not been a clear showing of special circumstances or extreme prejudice, allowing for an exemption to the rule requiring exhaustion of contractual remedies. Also, noting that Complainant had unquestionably refused to so further proceed, the Board dismissed the case.

Item #865 **Case 2020-011; Nevada Highway Patrol Association v. State of Nevada Department of Public Safety, et al.**

The petition was brought forth by the Nevada Highway Patrol Association, which had been designated as the exclusive representative of Category I Peace Officers who work for the State of Nevada. The issue centers around the ability of other organizations not recognized as the exclusive representative of peace officers to represent bargaining unit members in such things as disciplinary hearings, grievances, and investigations.

Upon review of the documents, including several *amicus* briefs submitted pursuant to a call from the Board, the Board reaffirmed its prior decision in Lyon County Ed. Ass'n v. Lyon County Sch. Dist., Case No. 2016-011 (2016) (Item #817) which relied heavily on a 2010 decision by Judge Russell in the First Judicial District Court, and which restricts a non-member from being represented by anyone other than a friend, relative, co-worker or an attorney retained by the employee. The Board also found no conflict with the provision in NRS 289.080, which allows a peace officer two representatives of his or her choosing.

Item #866 **Case 2020-015; Nevada Police Union fka Nevada Highway Patrol Association v. State of Nevada, DPS**

Respondent had filed a Motion for Preliminary Determination and Dismissal, arguing that the Complainant mischaracterized the Respondent as a local government employer; that the notice of intent did not meet the timelines under NRS 288.565(2); and that it had not in fact committed a prohibited practice. Complainant conceded the first point. The Board granted the motion to dismiss to allow the Complainant to cure the defects and further stated that the Board would not prohibit the filing of an additional motion to dismiss thereafter.

Item #867 **Case 2020-013; International Association of Fire Fighters Local #2955 v. Reno-Tahoe Airport Authority**

Respondent had filed a Motion to Stay and Full or Partial Deferral, requesting that the Board stay the matter pending resolution of a contractual grievance. Complainants acknowledged that they must exhaust their contractual remedies. Accordingly, the Board stayed the case pending resolution of the grievance.

Item #868 **Case No. 2020-023; Petition for Designation as the Exclusive Representative of a Bargaining Unit Pursuant to NRS 288.250**

The Board granted the petition of the Battle Born Firefighters Association, to be recognized as the exclusive representative of Unit K, which is the State bargaining unit for full-time and seasonal firefighters. The Board found that the petitioner met the requirements for recognition under NRS 288.520 by having support from 56.4% of those in the bargaining unit, which was above the 50% plus one requirement for recognition without the holding of an election.

Item #869 **Case 2020-008; Clark County Education Association & DaVita Carpenter v. Clark County School District with Intervenors Education Support Employees Association & Clark County Association of School Administrators and Professional-Technical Employees**

At the prehearing conference, the parties agreed that the Board should first address the Counterpetition for Declaratory Order filed the by Respondent. In its petition, CCSD asked the Board for an order regarding the applicability of NRS 388G.610, which gives hiring authority to local school precincts, versus how such relates to mandatory subjects of bargaining under NRS 288.150 and specifically to subsection (2)(u), which addresses the transfer of employees. Having the Board first address the counterpetition was important to the parties as a similar case had also been filed in District Court. That Court had placed a stay on its proceedings pending action first by the EMRB.

The Board first noted that it only has jurisdiction over NRS Chapter 288. The Board also noted that there was nothing in NRS 388G, which gave more autonomy to local school precincts in exchange for more accountability, which would have carved out an exception to the requirement for mandatory bargaining. Accordingly, when NRS 388G.610(2)(a) indicates that the school superintendent shall transfer to each local school precinct the authority for employee selection, that this is to be reasonably understood as transferring that authority in all respects, including the requirement that this is still subject to bargaining obligations. Thus, the Board found that the sections in dispute in NRS 388G do not conflict with NRS 288.150(2). As stated by the Board in its concluding paragraph:

"The EMRA provides for mandatory subjects of bargaining, and NRS 388G.610(2)(a) provides for the transfer of selection authority as it previously existed without modification in the statute. NRS 388.610 and 288.150 are not in conflict. The statutes can be interpreted to render a harmonious result without NRS 388G.610 infringing on mandatory subjects of bargaining."

Item #869-A **Case 2020-008; Clark County Education Association & DaVita Carpenter v. Clark County School District with Intervenors Education Support Employees Association & Clark County Association of School Administrators and Professional-Technical Employees**

The Clark County Association of School Administrators and Professional-Technical Employees filed a motion, seeking clarification from the Board on its prior order on the petition for declaratory order. The Board denied the motion, stating its prior order did not need to be clarified, that it does not have jurisdiction over NRS 288G and that it did not address whether a current negotiated labor agreement needs to be followed. Then, noting that the Court has a case pending interpreting NRS 388G, the Board stayed the case pending the court's order.

Item #869-B **Case 2020-008; Clark County Education Association and Davita Carpenter v. Clark County School District with Intervenors Education Support Employees Association and Clark County Association of School Administrators and Professional-Technical Employees.**

In December 2020 the Board had issued an order with respect to the Petition for Declaratory Order filed by CCEA which sought to harmonize both NRS 288 and NRS 388G.610. The Board later issued a clarifying order at the request of the CCASAPE. The case was then stayed pending a parallel case in both the Eighth Judicial District and at the Nevada Supreme Court, which in the end held likewise to that of the EMRB. Upon a recent joint status report the parties requested that the Board's prior order be turned into a final order. This order is the final order as requested by the parties.

Item #870 **Case 2020-033; National Latino Peace Officers Association v. Las Vegas Police Protective Association Metro, Inc; Las Vegas Metropolitan Police Department**

Petitioner filed a petition for declaratory order, asking whether it may act as a representative for bargaining unit employees who want to use their services in lieu of the exclusive representative of the bargaining unit. The request was based in part that the petitioner purported to be a "non-rival organization." The Board responded, stating that the petitioner may not represent employees of the bargaining unit, relying on its prior order in Item No. 865, Nevada Highway Patrol Ass'n. v. State of Nevada (2020), which relied on and quoted extensively from a District Court decision. This prior order and Court decision listed a few exceptions to the rule. However, none of them applied in this case.

Note: This order was overruled in part by the Eighth Judicial District Court, which held that peace officers may be represented in investigations and disciplinary cases by a representative of an unrecognized employee organization, even when there is a recognized employee organization. This decision was upheld by the Nevada Supreme Court in LVPPA v. Travers & LVMPD, 148 Nev. 59 (2022).

Item #871 **Case 2019-010; Leonard Cardinale v. City of North Las Vegas**

Lt. Cardinale alleged that he was discriminated against for personal or political reasons in violation of NRS 288.270(1)(f) when he alleged that the City of North Las Vegas made decisions with the effect of keeping him on the graveyard shift despite his shift bidding seniority. Complainant had also complained that he was discriminated against for personal or political reasons when he was denied leave and training opportunities. The Board held that Complainant had not made out a prima facie case for such discrimination, finding that the Respondent would have taken the same action regardless of Complainant's protected conduct. The Board specifically noted that an aggrieved employee must make a prima facie case sufficient to support the inference that the protected conduct was a motivating factor in the employer's decision and that it is not enough for the employee to simply put forth evidence that is capable of being believed but, rather, that the evidence must actually be believed. The Board thus found in favor of the Respondent.

Item #872 **Case 2020-025; Nye County Law Enforcement Association v. Nye County**

The employee organization complained that the county interfered, restrained and coerced its members and Board members, and also dominated and interfered in the administration of the union on the eve of an election, by improperly sending out investigation notices identifying union members and Board members as the accusers of a bargaining unit member in a pending investigation and also by spying and monitoring their union activities. Part of the analysis of such a case is to balance an employee's protected rights against any substantial and legitimate business justification given by the employer. Here, the Board found that, given the totality of the circumstances and the unique nature of those circumstances, the employer justified its actions with a substantial and legitimate business reason and thus found in favor of the county.

Item #873 **Case 2021-006; Eleni Konsolakis Garcia v. SEIU Local 1107**

The Board granted the employee organization's motion to dismiss. In this breach of the duty of fair representation case, the Board held that the complaint was filed beyond the statutory six-month limitation period and that equitable tolling did not apply to extend the filing date.

Item #874 **Case 2020-030; AFSCME Local 4041 v. State of Nevada, Nevada System of Higher Education, University of Nevada, Las Vegas, University of Nevada Las Vegas Athletic Department, Thomas and Mack Center**

Complainant argued that Respondent refused to bargain in good faith over mandatory subjects of bargaining when it unilaterally reduced the number of hours worked per week from 40 to 22 for employees at the Thomas and Mack Center when that center had shut down sporting and other events due to the pandemic. Respondents contended that NRS 288.150(5)(b), the so-called “emergency provision”, was a part of its management rights, which exempted it from bargaining in that the pandemic fell within the term “natural disaster” and thus Respondent could “take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency.” Complainant countered that NRS 288.150(5)(b) did not apply in that it was a financial emergency and the Board had previously held that financial emergencies were not included within that section of law.

First, the Board held that the pandemic was a natural disaster and not a financial emergency, finding that the pandemic could in no reasonable sense be described solely as a financial emergency or resulting from a financial emergency, unlike the situation that was presented to the Board during the Great Recession. In declaring it a natural disaster, the Board in part relied on the declaration of emergency issued by the Governor on March 12, 2020. The Board also noted that the center reopened on July 1, 2021, and the hours were restored at that time, thus showing that Respondents temporarily tied their actions directly to the results of the pandemic. Finally, the Board held that the facts of the case established that Respondents’ actions comported with the emergency provision, thus excusing them from bargaining in the context of that case.

Item #875 **Case 2020-034; AFSCME Local 4041 v. State of Nevada, Department of Corrections, Warm Springs Correctional Center**

Complainant claimed that the correctional center failed to bargain in good faith when it unilaterally reduced the length of shifts from 12 hours to 8 hours. Respondents claimed that Complainant waived its claims when it became aware of the planned change months before the shift bid but took no action at that time. Respondents also argued that Complainant waived this at the bargaining table when it entered into a collective bargaining agreement (CBA) that specifically allowed management the right to establish and adjust work schedules.

Respondents conceded that they never sent an official notice to AFSCME, Local 4041, the exclusive representative for the bargaining unit. The Board found that, standing in isolation, Respondents would have violated their duty to bargain in good faith by making a unilateral change. However, the Board found equally clear from the record that Complainant waived the issue based on the parties’ subsequent negotiations and initial CBA in that the CBA was plain and unambiguous in granting Respondents the discretion to determine the length or number of hours on a shift. The Board then held that since Complainant had waived its right to further bargain over the change, there was no violation on the part of Respondents. In dicta, the Board noted that had it found a violation by Respondents, the Board would still not have ordered the requested relief as Complainant had subsequently waived its right to further bargain over the change.

Item #876 **Case 2020-022; International Union of Operating Engineers Local 501, AFL-CIO v. Esmeralda County; Esmeralda County Board of Commissioners; et al.**

In a prior order, the Board had ordered the holding of an election to determine whether the Complainant represented a majority of the bargaining unit. In a bargaining unit of 13 employees, the employee organization received one yes vote, three voted no and nine did not vote. Pursuant to the standard as enunciated by the Nevada Supreme Court, the employee organization would have been required to receive seven yes votes to prevail. Based on the results of the election the Board then declared that the employee organization was not supported by a majority of the bargaining unit and granted permission for the local government to withdraw its recognition. The Board further ordered that either party had ten days to notify the Board of any outstanding issues in the case, and if none were either filed or listed, then staff could administratively close the case.

Note: The local government subsequently filed its notice withdrawing recognition. Moreover, neither party filed any list of outstanding issues and thus the case was closed.

Item #877 **Case 2021-018; Service Employees International Union, Local 1107 v. Clark County**

The Board granted the motion to dismiss, finding that the allegations in the Complaint were untimely. Complainant alleged that the County's conduct was discriminatory with respect to the County's Office of Diversity. Complainant also alleged that the County had made a unilateral change and had failed to bargain in good faith over the circumstances. Complainant identified two occurrences pertaining to the allegations. The County argued that the complaint was filed more than six months after the two occurrences, which is the statute of limitations. NRS 288,110(4). This time limitation is not triggered until the complainant receives unequivocal notice of an adverse action. Based on the evidence presented, the Board found that Complainant received unequivocal notice on November 3, 2020, and April 5, 2021, both of which were more than six months before the complaint was filed on November 18, 2021.

Item #878 **Case 2021-009; In Re: Petition for Declaratory Order Concerning Unit I Pursuant to NRS 288.515**

AFSCME, Local 4041 filed a petition for declaratory order, requesting that the Board determine that the job classification of Correctional Sergeant should be in Unit I, Corrections, and not in Unit J, Supervisory Employees. The issue was whether Correctional Sergeants are supervisory employees under NRS 288.138. In a prior case, the Board had previously determined that employees are deemed supervisory if they meet only one of 12 listed functions; their exercise of authority is not of a merely routine or clerical nature but instead requires the use of independent judgment; that their authority is held in the interest of the employer; and that such authority occupies a significant portion of the workday. The Board found that Correctional Sergeants meet the definition of a supervisory employee and thus should remain in Unit J.

Note: When SB 135 was first signed into law the State's Division of Human Resources Management recommended that Correctional Sergeants be in Unit J. AFSCME, Local 4041 objected and instead stated that such employees should be in Unit I. A stipulation was entered into and approved by the Board that would allow the Correctional Sergeants to be in Unit I until June 30, 2021, and could remain in Unit I thereafter if a law to this effect was passed by the legislature by that deadline. No such law was passed and thus the Correctional Sergeants were moved back to Unit J as of July 1, 2021. This petition was filed in response to the movement of those employees back to Unit J.

Item #879 **Case 2020-021; Robert Ortiz v. Service Employees International Union, Local 1107**

After an internal hearing, the Complainant was relieved of his Chief Steward duties at the employee organization for violating directives of the President. He appealed to the international union, claiming he was the victim of discrimination. He also filed a complaint with the EMRB alleging the actions taken against him were motivated by personal or political reasons and because of his gender and ethnicity. The EMRB placed a stay on the case pending resolution of SEIU's appeal, which found partly in his favor.

The employee organization then filed a motion to defer to SEIU's decision and thus dismiss the case. The EMRB uses a five-part test to determine whether to defer to another decision: (1) whether the proceedings were fair and regular; (2) whether the parties agreed to be bound by the decision; (3) whether the decision was not clearly repugnant to the purposes of the EMRA; (4) whether the contractual and prohibited practices were factually parallel; and (5) whether the underlying case was presented with facts relevant to the case before the EMRB. The Board found all five conditions had been met and thus deferred to the international and dismissed the case before the EMRB.

The Board also opined that since the Complainant had withdrawn his membership with the employee organization and thus could not be reinstated to his former volunteer position, the remedies he was seeking and not previously restored by SEIU could not have been given by the Board.

Item # 880 **Case 2021-017; SEIU Local 1107 v. Clark County**

Clark County installed forward facing cameras in several county vehicles under a pilot program with the goal of reducing its liability with respect to vehicle accidents. The employee organization alleged Clark County committed a unilateral change when it did so without bargaining. It also alleged Clark County directly sought the permission and consent from the affected employees without going through the employee organization.

To prevail on a unilateral change claim, a complainant must establish that: (1) the employer breached or altered the CBA or established past practice; (2) the employer's action was taken without bargaining with the exclusive representative over the change; (3) the change is not merely an isolated breach of contract, but amounts to a change in policy, i.e., the change has a generalized effect or continuing impact on the bargaining unit members' terms and conditions of employment; and (4) the change in policy concerns a matter within the scope of representation. Here, the Board found that element #3 had not been met as this was a pilot program. Moreover, element #4 was not met in that it is a management right for the county to manage its operations in the most efficient manner. NRS 288.150(6), In addition, the Board cited the management right of safety of the public. NRS 288.150(3)(d).

However, the Board did caution that nothing in the order "shall be construed as barring the Union from refiling its case before the EMRB in the event that the County uses its camera footage in any employee disciplinary proceedings or if there is any additional or further evidence of a change in policy in the use of the cameras in any such manner."

Item #881 **Case 2021-019; Service Employees International Union, Local 1107 v. Clark County**

SEIU filed a complaint alleging that Clark County failed to bargain in good faith when the County unilaterally decided to prepare and draft a revised Merit Personnel System and five directives. The Board found that the County did not commit a violation.

To prevail on a unilateral change claim, a complainant must establish that: (1) the employer breached or altered the CBA or established past practice; (2) the employer's action was taken without bargaining with the exclusive representative over the change; (3) the change is not merely an isolated breach of contract, but amounts to a change in policy, i.e., the change has a generalized effect or continuing impact on the bargaining unit members' terms and conditions of employment; and (4) the change in policy concerns a matter within the scope of representation. Here, the Board found that there was not a change in policy and that the subjects of the Ordinance and Directives were not subjects of mandatory bargaining but instead were within the realm of the County's management rights.

Item #882 **Case 2022-013; Las Vegas Peace Officers Association v. City of Las Vegas**

The employee organization filed a Petition for Declaratory Order over how to effectuate the City's deduction of the contribution from the employees on a "pre-tax" basis under a Section 125 cafeteria plan. The employee organization sought a declaration that individual employees do not need to complete and return the form but, instead, asserted that it may authorize such withholdings on behalf of all its covered employees without each employee completing the IRS form. The City responded that it had no choice as it is required to follow the IRS Code and regulations regarding deductions under cafeteria plans. The Board held that the IRS Code and regulations control the situation and thus any employee that wanted the deductions withheld on a pre-tax basis had to individually complete and submit the form. The Board, with Board Member Smith dissenting, then denied the petition.

Item #883 **Case 2022-014; In Re: Category III Peace Officers Bargaining Unit "I"; Request for Election**

The Fraternal Order of Police Nevada C.O., Lodge 21 had filed a request for election during the window period specified by law. After approving the request, along with the election plan for conducting the election, staff conducted the election via mail. Ballots were counted on December 13, 2022. The standard to prevail was a majority of the votes cast. The tally showed FOP received 366 votes, the incumbent AFSCME, Local 4041 received 96 votes and the no union option received 7 votes. No objections to the conduct of the election were filed. Accordingly, the Board declared and ordered FOP to be the exclusive representative for the bargaining unit effective immediately.

Item #884 **Case 2021-008; Consolidated Cases 2021-008, Las Vegas City Employees Association & Julie Terry v. City of Las Vegas; 2021-012, Las Vegas City Employees Association & Jody Gleed v. City of Las Vegas; 2021-013, Las Vegas City Employees Association & Mark Brooks v. City of Las Vegas; and International Association of Firefighters, Local 1285 v. City of Las Vegas**

The issue in the first case (Terry) was whether the Board should defer to the decision of the arbitrator, who ruled in favor of the City of Las Vegas. The Board held that all five parts of the test in City of Reno v. Reno Police Department, 118 Nev. 889 (2003) were met. The proceedings (1) were fair and regular; (2) the parties agreed to be bound; (3) the decision of the arbiter was not repugnant to the purposes and policies of the EMRA; (4) the contractual and prohibited practice issues were factually parallel; and (5) the arbitrator was presented generally with the facts relevant to resolving the prohibited practice. With respect to the third element, the Board found the arbitrator's findings and conclusions were consistent with Nevada law and nothing in the record cited was contrary to the law. The other three cases involved the issue of failure to exhaust contractual remedies. Here, the Board found there were no special circumstances or extreme prejudice and additionally found that the primary reason for not having gone to arbitration was the excessive costs of doing so.

Item #885 **Case 2021-002; Nevada Association of Public Safety Officers v. Las Vegas Metropolitan Police Department & Las Vegas Police Protective Association**

The Board granted LVPPA's motion to dismiss with prejudice, agreeing that the EMRB case was now moot. This case had been stayed for a lengthy time under the limited deferral doctrine, pending resolution of a court case which eventually went up to the Nevada Supreme Court. NRS 289.080 provides a peace officer with additional procedural protections during an internal investigation. In the case in court, it was held that peace officers have the right to choose their own representatives under Chapter 289 regardless of the representative's affiliations, including affiliation with an unrepresented employee organization.

Item #886 **Case 2022-002; Association of Professional-Technical Administrators v. Washoe County School District**

The school district filed a motion to disqualify Complainant's attorney on the basis that he would be a necessary witness in the proceedings. The Board then applied a four-part test used to determine when an administrative body is acting judicially and found that the four conditions had been met for the Board to have the authority to determine whether to disqualify counsel. The Board then analyzed Nevada RPC Rule 3.7 and held that the attorney should be disqualified as counsel at the hearing but that nothing would preclude counsel from performing tasks either pretrial or post-trial.

Item #887 **Case 2022-009; <u>Nye County v. Nye County Association of Sheriff's Supervisors and David Boruchowitz Including Counterclaim</u>**

A dispute arose during bargaining over a successor collective bargaining agreement as to whether Captain Boruchowitz could legally be a member of the employee organization, arguing in an amended complaint that he was a supervisor under NRS 288.138(a) or (b). Respondents denied he met the criteria of a supervisor and filed a counterclaim for bad faith bargaining. The criteria for a supervisor under subsection (b) is more stringent, including making budgetary decisions and being consulted on decisions related to collective bargaining, among other things. Per statute such supervisors cannot be a member of a bargaining unit. The Board found that Captain Boruchowitz met such criteria as thus could not be a member of NCASS, and thus could also not serve as its President nor bargain on behalf of NCASS. The Board also found that it was thus reasonable for Nye County to refuse to bargain given the presence of Boruchowitz on the bargaining team and thus held that there was no bad faith bargaining on the part of Nye County.

Item #888 **Case 2023-025; <u>In Re: Petition Filed by FOP Nevada C.O. Lodge 21 for Unit N</u>**

Pursuant to NRS 288.520, the Board designated the Fraternal Order of Police Nevada C.O. Lodge 21 as the exclusive representative for the employees in State bargaining unit N, which consists of Category III Peace Officer Supervisors, finding that the labor organization provided proof of support amounting to 56.2%, which exceeded the 50% plus one threshold for recognition without calling for an election. The bargaining unit consists of primarily supervisors who work in correctional institutions.

Item #889 **Consolidated Case 2023-006 and 2023-007; <u>North Lyon Firefighters Association, IAFF Local 4547 v. North Lyon Fire Protection District and Jason Nicholl, in his official capacity and North Lyon Fire Protection District v. North Lyon Firefighters Association</u>**

On January 31, 2023, the employee organization submitted a letter to the fire protection district indicating a desire to negotiate a successor CBA, which resulted in the Fire Chief reacting angrily to the employee organization's President. A week later the parties held their first and only bargaining session as a subsequent bargaining session was cancelled when the employee organization objected to a Fernley City Council member being on the employer's negotiating team as it believed he was hostile to the union. No further sessions were held due to this dispute as well as how the new CBA should be negotiated and whether the meetings could be recorded. Both parties instead filed bad faith bargaining complaints with the EMRB.

The Board found that the reaction of the Fire Chief to receipt of the letter was not due to animus towards the union but instead was based on his personal relationship with Local 4547's President. Also, in a previous motion to dismiss the council member from the case, the Board had held that the fire protection district had the right to choose its representatives under NRS 288.150. Finally, the Board determined that neither party presented sufficient evidence of conduct amounting to bad faith bargaining and denied both complaints.

Item #890 **Case 2023-009; Clark County Education Association v. Clark County School District and Intervenor Education Support Employees Association**

Settling a long dispute, ESEA had entered into an agreement with Teamsters to assist it in representing support staff employees at CCSD. The teacher's union alleged that CCSD had been negotiating directly with Teamsters instead of with ESEA, which was the recognized bargaining agent for support staff. Once a unit has been recognized, the employer is only obligated to bargain with the recognized bargaining agent, which in this case was ESEA. However, there is no law preventing ESEA from entering into an agreement with another entity, such as Teamsters, to assist it in performing its duties. The Board thereupon found that CCSD did not negotiate directly with Teamsters.

A second issue related to whether sanctions were warranted for failure of CCSD to properly respond to CCEA's subpoena for records. At the hearing the Board denied a motion to compel the production of the documents on the grounds the information was not relevant to the complaint. The motion for sanctions was filed after the hearing had concluded and after CCSD had responded to a separate public records request. The Board found that the documents CCSD provided did not rise to a level that warranted sanctions.

Item #891 **Case 2022-018; International Union of Elevator Constructors, Local 18 v. Clark County**

IUEC, Local 18 filed a bad faith bargaining complaint alleging that Clark County implemented a tentative agreement which the union membership failed to ratify and then refused to return to the bargaining table thereafter. In response, Clark County filed a petition to decertify the union alleging that it was not supported by a majority of the employees in the bargaining unit. The Board ultimately heard from every employee in the bargaining unit. This testimony, along with documentary evidence consisting of multiple petitions signed by almost all the employees, made it abundantly clear that an overwhelming majority of the bargaining unit employees did not want to be represented by IUEC and that the dissatisfaction predated the facts which gave rise to the prohibited practices complaint. Thus, the Board distinguished a case cited by IUEC, Lee Lumber, and declined to adopt its holding. Thereupon, the Board granted Clark County's petition to decertify. The Board then rendered as moot the prohibited practices claims. In dicta the Board noted that a government employer should wait to approve an agreement only after such agreement is first ratified by the bargaining unit members.

Item #892 **Case 2023-010 (consolidated with 2023-014, 2023-018 and 2023-021); Clark County Education Association v. Clark County School District**

During the hearing the parties agreed to settle all their claims with one exception; namely whether the terms and conditions of incentive payments using weighted funding under NRS 387.1214 and NRS 387.12445 are subject to mandatory collective bargaining under NRS 288.150. Accordingly, the parties converted this issue into a petition for declaratory order. The Board found that such funds were not subject to collective bargaining despite the incentives constituting direct monetary compensation, a subject of mandatory bargaining.

At arriving at this decision, the Board first found that NRS 288.150 predated the language in Senate Bill 543 while it also looked to legislative intent. With respect to an analysis of the plain language of SB 543, the Board noted that "Section 4 generally prohibits the use of additional weighted funds for collective bargaining." It also analyzed the word "settle" in the statute. Thus, it took the legislature at its word. Beyond the plain language the Board looked to the intent of the funds, which was to ensure that the weighted funding was being spent on the pupils in Zoom and Victory schools to improve their education, thus carving out those funds from collective bargaining.

Item #893

Case 2023-022; <u>In Re: The Assignment of Executive Department Job Classifications to Bargaining Units Pursuant to Senate Bill 166 of the 82nd Session of the Nevada Legislature</u>

Senate Bill 166 created four new supervisory bargaining units for peace officer and firefighter supervisors, splitting them from the general supervisory bargaining unit (Unit J). However, the new law did not specify the exact job titles to include in each of the four new bargaining units. Pursuant to a process used in 2019, the Board requested recommendations from the Division of Human Resource Management and then allowed labor organizations 30 days to object to any of the recommendations. The Nevada Association of Public Safety Officers (NAPSO) and the Nevada Peace Officer Association objected to three recommendations for Unit L, Category I Peace Officer Supervisors. NAPSO also objected to two recommendations for Unit M, Category II Peace Officer Supervisors. The Battle Born Firefighters Association objected to two recommendations for Unit O, Firefighter Supervisors. All the recommendations involved the belief that these seven classifications, classified as managerial, were indeed supervisory and thus should be included in the new bargaining units. The State contended the seven classifications objected to were managerial and should remain as such.

The Board found that the State's reliance on NAC 283.398(5) and the State's 2003 Classification Procedural Manual were not the correct standards as they predated passage of Senate Bill 135 in 2019, which gave collective bargaining rights to certain State employees. Included in that new law was a definition of manager found in NRS 288.425(2)(a), which differed from the definition(s) used by the State and that the State should have incorporated this new definition and updated its internal procedures for classifying employees. The State also argued that including the job classifications would have allowed for jobs in the bargaining unit that would have supervised other supervisors. However, the statute relied upon, NRS 288.170(3), does not apply to State employees. Moreover, evidence at the hearing showed that this practice was already accepted by the State, including recommending for Unit N that a classification previously delineated as managerial be instead supervisory and placed within the same bargaining unit as other lower-level supervisors. Accordingly, the Board agreed with the labor organizations and ordered the State to include the job classifications in the new bargaining units.

Item #894

Case 2024-004; <u>In Re: Petition to be Designated as the Exclusive Representative of a Bargaining Unit Pursuant to Senate Bill 166 of the 82nd Session of the Nevada Legislature (Unit M)</u>

Pursuant to NRS 288.520, the Board designated the Nevada Peace Officer Association, which is affiliated with the Nevada Association of Public Safety Officers, as the exclusive representative for the employees in State bargaining unit M, which consists of Category II Peace Officer Supervisors, finding that the labor organization provided proof of support amounting to 90.3%, which exceeded the 50% plus one threshold for recognition without calling for an election.

Item #895 **Consolidated Case 2023-024 (consolidated with 2023-031); <u>Washoe County School District v. Washoe School Principals' Association and Washoe School Principals' Association v. Washoe County School District</u>**

Both parties had filed a complaint accusing the other of bad faith bargaining. In their prehearing statements each side listed more than 30 issues of law they requested be decided. In summary, the Board held that WSPA had engaged in bad faith bargaining by failing to bargain over mandatory subjects of bargaining and instead only wanted to bargain over its demands. The Board also held that WSPA had engaged in surface bargaining. The Board further held that WSPA had refused to provide information requested by WCSD.

The Board found that WCSD had not discriminated against WSPA for political or personal reasons but that it, too, had failed to provide some of the information requested by WSPA. The Board found that neither party was dilatory in scheduling bargaining sessions or for failure to agree to ground rules, which are permissive.

In addition, the Board held that the impasse procedures found in NRS 288.217, and not those in NRS 288.200, apply to the bargaining unit and thus the parties met the minimum number of times required by law. However, the Board also held that the parties were not truly at impasse given that WCSD was still trying to present a new proposal when WSPA declared impasse. Normally, the Board would send the parties back to the bargaining table under such a circumstance. However, the Board noted that the parties had since held a mediation session to no avail.

In its order, the Board ordered both parties to provide a copy of the decision and opinion to all of the members of each negotiating team; ordered WCSD to provide a copy to every member of the school board; and for both parties to also post a copy on bulletin boards. Note: Since the decision, WSPA has also forwarded a copy of the decision to its board members.

Item #896 **Case 2023-013; <u>Rosa Myers v. City of Reno and Reno Fire Department</u>**

Rosa Myers alleges that she was denied a promotion to Fire Equipment Operator due to personal or political reasons and/or because the Respondents discriminated against her for filing complaints and grievances against her employer. The Respondents denied the allegations, noting that Ms. Myers was the driver of a fire truck that struck and killed a citizen and that any actions taken against her since that time were strictly business related and based on merit. After the hearing the Board held that the complaint was filed more than six months after the occurrence of the subject of the complaint, noting the age of the grievances filed and any words used by superiors. The Board also held that equitable tolling did not apply as the various prongs of that analysis were not met. With respect to the discrimination claim, the Board found that Complainant had failed to make a *prima facie* case and instead found that any actions taken by the employer were prudent, reasonable and appropriate given the underlying circumstances. Accordingly, the Board found in favor for the Respondents.

Item #897 **Case 2024-007; Petition for Designation as the Exclusive Representative of a Bargaining Unit Pursuant to NRS 288.520 (Unit O)**

Pursuant to NRS 288.520, the Board designated the Battle Born Firefighters Association as the exclusive representative for the employees in State bargaining unit O, which consists of firefighter supervisors, finding that the labor organization provided proof of support amounting to 70.0%, which exceeded the 50% plus one threshold for recognition without calling for an election.

Item #898 **Case 2024-011; Application for Designation as the Exclusive Representative of a Bargaining Unit Pursuant to NRS 288.520 and Pursuant to Senate Bill 166 (2023)**

Pursuant to NRS 288.520, the Board designated the Nevada Police Union as the exclusive representative for the employees in State bargaining unit L, which consists of Category I Peace Officer Supervisors, finding that the labor organization provided proof of support amounting to 61.1%, which exceeded the 50% plus one threshold for recognition without calling for an election. In a lengthy discussion, the Board held that a petition for recognition without an election trumps a petition calling for an election to determine the exclusive representative (see **Item #899** also).

Item #899 **Case 2024-012; Petition for Election to Determine the Exclusive Representative of Bargaining Unit L Pursuant to Senate Bill 166 of the 82nd Session of the Nevada Legislature**

The Board found that the Nevada Peace Officer Association had 31.4% support of the bargaining unit, which would have been enough to call for an election. However, the Board held that this matter was moot because the Board had already designated the Nevada Police Union as the exclusive representative and, pursuant to NRS 288.525(1) an election is not warranted if another labor organization had already been deemed to be the exclusive representative.

Item #900 **Case 2024-001; Association of Professional-Technical Administrators v. Washoe County School District**

The Board granted Respondent's motion to dismiss. The Board declined to accept jurisdiction in the case, finding that the question regarding the authority of officers of a Nevada non-profit corporation to act is an issue that falls squarely under NRS Chapter 82 and not under NRS Chapter 288.

Item #901 **Case 2023-036; Edwin Martin v. Truckee Meadows Fire Protection District**

Complainant alleged he was not promoted to the position of Fire Captain due to both racial and personal reasons discrimination. A prior order dismissed the race allegations and a hearing was held on the personal reasons issue. Upon conclusion of Complainant's case the

Respondent orally moved to dismiss the matter on the grounds that the Complainant had failed to establish a *prima facie* case showing that prohibited personal discrimination was a motivating factor in the denial of the protmotion. Upon deliberation the Board granted the motion. In its order, the Board found a remarkable absence of personal discrimination, that the proof provided was primarily circumstantial and the opinion of the Complainant, who was the only witness. The Board also found there was some direct proof showing Complainant had a persistent communications problem.

Item #901A **Case 2023-036; Edwin Martin v. Truckee Meadows Fire Protection District**

This is an amended order of Item No. 901, the Decision, Findings of Fact and Conclusions of Law. Paragraph 12 on page 4 of the order filed on August 21, 2024, inadvertently read:

> 12. Complainant pointed to the discipline during his probationary period as proof of discrimination but the Board did see the discipline as discriminatory in nature.

The Amended Decision, Findings of Fact and Conclusions of Law amended paragraph 12 to read:

Complainant pointed to the discipline during his probationary period as proof of discrimination but the Board did not see the discipline as discriminatory in nature.

Item #902 **Case 2024-020; In re: Application for Election By AFSCME, Local 4041 Pursuant to NRS 288.525.**

The Petitioner sought an election to determine whether it should be the exclusive representative for State Bargaining Unit C – Technical Employees. After reviewing the petition and supplementary materials, the Board granted the election. Upon counting the ballots, about 88% voted for AFSCME, Local 4041 while about 12% voted for the no union option. Upon review of the election results, the Board designated AFSCME, Local 4041 as the exclusive representative of the bargaining unit.

Item #903 **Case 2024-009; Nevada Service Employees Union v. Southern Nevada Health District.**

NSEU filed a petition for declaratory order, seeking answers as to what requests for information needed to be provided by the employer. The Board applied the balancing test in Douglas County Professional Education Association et al. v. Douglas County School District. Thus, with respect to the request for information related to promotions, the Board found that promotions are a management right and not a subject of mandatory bargaining and thus the information did not need to be provided. With respect to information related to grievances, the Board found that the information sought, including witness names and statements, did not need to be disclosed in that the ability to conduct an investigation could be hampered if witnesses believed that their statements were not confidential and that there might be a distinct danger that witnesses could be harassed or retaliated against.

Item #904 **Case 2024-014; Clark County Defenders Union v. Clark County and Counterclaim of Clark County v. Clark County Defenders Union.**

Both sides had accused the other of bad faith bargaining. In its decision, the Board found that Clark County did not engage in surface bargaining nor did it engage in regressive bargaining, such as to frustrate the bargaining process. The Board, however, found that Clark County failed to furnish the requested information without delay. Additionally, the Board found that once impasse had been declared by CCDU, that Clark County significantly delayed the mediation process without good cause.

With respect to the counterclaims the Board found that CCDU also had not engaged in surface bargaining. The Board did, however, opine that a lack of ground rules may have been a contributing factor to both parties feeling there had been surface bargaining. The Board did find that CCDU rushed to impasse, noting that there were a significant number of articles presented by both parties at the final meeting.

The Board then ordered Clark County to post a copy of the order where commission notices are posted; for CCDU to post a copy of the order where the public defenders work; for Clark County to forward a copy of the order to each of the Commissioner and for CCDU to do the same for each of its members. Moreover, Clark County was required to forward a copy of the order to the fact-finder and provide proof of the same to the EMRB.

Item #905 **Case 2024-030; Nevada Service Employees Union v. Clark County Water Reclamation District.**

The Board granted Respondent's motion to dismiss. The employee organization brought the case, claiming that a statement in a written reprimand violated NRS 288.270(1)(a); i.e., that the statement willfully interfered, restrained or coerced an employee in the exercise of any right guaranteed under NRS Chapter 288. The statement in the written reprimand discounted the employee organization's statements made during the disciplinary hearing. In granting the motion to dismiss, the Board found that the statement arose in the context of a legitimate business activity; namely explaining the level of discipline. Moreover, the Board noted that the statement was contained within the written reprimand, to which few people were privy.

Item #906 **Case 2024-035; Ashley DeSouza v. Clark County Education Association and Clark County School District.**

The Complainant filed a unilateral change claim against CCSD alleging she should have been placed within the new pay scale that was available only to teachers hired after February 1, 2024. She was hired prior to that date and individuals within her hire date received in lieu thereof a 10% retroactive raise. The Board granted CCSD's motion to dismiss, finding there was no unilateral change - and that the Complainant's wage was based on the pay scale in the collective bargaining agreement.

Item #906A **Case 2024-035; Ashley DeSouza v. Clark County Education Association and Clark County School District.**

The Complainant filed a complaint alleging her employee organization breached its duty of fair representation when it refused to take her grievance against CCSD (see item #906) to arbitration. The Board granted the employee organization's motion to dismiss, noting that it agreed with CCEA that the grievance lacked merit – and that CCEA acted reasonably, rationally and in a manner consistent with its member's interests.

Item #907 **Case 2024-016; In Re: Clark County Petition for Declaratory Order**

(1) When an employee separates from employment after the CBA has expired and before a successor agreement is reached, does a bargaining agent lack standing to represent the former employee through negotiations and fact finding? (The Board found in general that a bargaining agent no longer has the duty or authority to continue to negotiate on behalf of separated employees; however, exceptions may exist regarding retroactivity.)
(2) When an employee transfers from one bargaining unit to another after a CBA has expired and before a successor agreement is reached, does the principle of exclusive representation prevent the former bargaining agent from continuing to represent the employee through negotiations and fact finding? (The Board found that the new exclusive bargaining agent has the authority and responsibility to act on that employee's behalf after the employee joins that unit, and this may include a claim that the new CBA for the new bargaining unit has retroactive provisions that should apply to the new member of that unit.)
(3) When a prior agreement is unresolved before negotiations for a successor agreement begin, such that there are two negotiations simultaneously occurring, can a party temporarily defer negotiations on the successor agreement on subjects that are derivative of the unsettled terms until the prior agreement is finalized? (The Board found that a party may not simply defer negotiations on a successor agreement, even on subjects that are derivative of unsettled terms from the prior agreement.)
(4) Does the retroactive provision in NRS 288.215(10) authorize a factfinder to change the terms of a party's final offer that included specific effective dates? (The Board found that NRS 288.215(10) is ambiguous on its face, and the retroactive language could be interpreted as applying only in the absence of any language in the offer that is selected by the arbiter that limits the or prohibits retroactivity.)
(5) When the parties agree to a reopener during the term of an agreement, do the fact-finding procedures automatically apply to reopener negotiations? (The Board found that the fact-finding procedures automatically apply to reopener negotiations.)

Item #908A **Case 2024-033; International Association of Firefighters Local 4068 v. Town of Pahrump.**

Local 4068 ("Employee") alleged that the Town of Pahrump ("Employer") committed a prohibited practice by not bargaining in good faith with Local 4068 over safety issues of EMS interfacility transports (IFT) after certain hours in violation of NRS 288.270(1)(a) and (e). The Board found sufficient evidence that late night IFTs presented an employee safety issue, and that the Employer failed to provide sufficient evidence that late night

IFTs were exclusively a management right not subject to the safety exception under NRS 288.150(3)(c). The Board additionally found that the Employer failed to bargain pursuant to NRS 288.270(2)(b) when Employer refused and failed to respond to Employee's request to impact bargain the safety concerns, thus committing a prohibited practice.

Last updated 4/24/2025

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