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FILED
September 24, 2024
State of Nevada
E.M.R.B.
3:49 p.m.

8 STATE OF NEVADA
9 GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

10 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 4068,
11
Complainant,
12 v.
13 TOWN OF PAHRUMP,
14
Respondent

Case No.: 2024-033

**PROHIBITED PRACTICES
COMPLAINT**

15
16 Complainant, International Association of Firefighters Local 4068 (“Local 4068”) by and
17 through undersigned counsel Adam Levine, Esq. complains and alleges as follows:

18 1. Local 4068 is an employee organization within the meaning of NRS Chapter 288 and the
19 exclusive bargaining representative of all supervisory, nonsupervisory, and emergency full-time
20 support personnel engaged in Fire Operations (Suppression, prevention, Rescue, and HAZ Mat) and
21 Emergency Medical Services for the Town of Pahrump Valley Fire-Rescue Services (“PVFR”).

22 2. Respondent, Town of Pahrump (“the Town”) is a local government employer within the
23 meaning of NRS Chapter 288.
24

1 3. Safety of the employee is a subject of mandatory collective bargaining pursuant to NRS
2 288.150(2)(r).

3 4. The impact and effects of subcontracting or outsourcing bargaining unit work is a
4 subject of mandatory negotiations under *County of Washoe v. Washoe County Employees Association*,
5 Case No. A1-045365 Item No. 159 (1984).

6 5. Local 4068 employees run transports from Desert View Regional Medical Center
7 (“Desert View”) in Pahrump to hospitals in Las Vegas (“interfacility transports”). The limited staffing
8 in the Local 4068 bargaining unit and the growing number of interfacility transports being initiated at
9 late hours was creating a safety hazards whereby Local 4068 employees were being required to run too
10 many late-night interfacility transports while fatigued and without adequate rest.

11 6. This safety hazard was brought to the attention of PVFR management by Local 4068.

12 7. On or around June 11, 2023 PVFR announced that it was going to stop PVFR transports
13 from 8:00 PM. until 8:00 AM.

14 8. Local 4068’s President inquired of the Town Manager as to how long this change would
15 remain in effect. The Town Manager responded that the Chief of PVFS and the Town “anticipate this
16 will be a long-term change” and did not foresee them “rolling back the decision”.

17 9. On or about June 12, 2023 PVFR management sent a clarifying e-mail stating that
18 “PVFR transports are from 8:00 a.m. until 10:00 p.m. or 22:00”. Local 4068 was in agreement with this
19 change insofar as it meant no interfacility transports would be required after 10:00 PM.

20 10. Stopping interfacility transports after 10:00 PM meant that bargaining unit work would
21 be subject to being outsourced to a private company to run such transports after 10:00 PM.

22 11. On June 12, 2023 Local 4068’s President requested that the change be put in writing.
23
24

1 12. On June 13, 2023 PVFR Chief Scott Lewis sent the President of Local 4068 an email
2 indicating that any “page out” from Desert Review prior to 22:00 hours will be handled by Local 4068
3 even if the transport would be initiated after 10:00 PM.

4 13. Because Local 4068 crews could be on fire or other calls while “page outs” from Desert
5 View could be stacking up, this change by Chief Lewis meant that interfacility transports might be run
6 well after 10:00 PM and into the late hours implicating safety concerns. As a result of the safety
7 concerns, as well as the outsourcing of bargaining unit work for transports after 10:00 PM, Local 4068
8 demanded to impact bargain on the subject.

9 14. On June 15, 2023 Town Manager Timothy Sutton sent an email to the President of Local
10 4068 stating that the limitations on PVFR transports was “supposed to be a benefit for the crews” and
11 questioning why Local 4068 wants to impact bargain on the subject.

12 15. Local 4068’s President responded that he was looking for a short Memorandum of
13 Understanding (MOU) on the subject.

14 16. On July 3, 2023 Town Manager Sutton responded that the proposed language was clear,
15 and that the Town did not believe there needed to be an MOU addressing when transports would be run
16 or what work could be outsourced, and that email(s) had adequately documented Local 4068’s position.

17 17. From July 2023 until approximately January of 2024 Local 4068 employees were not
18 required to run transports after 10:00 PM on anything other than an occasional emergency basis. This
19 led Local 4068 to believe it had an agreement with PVFR limiting interfacility transports to no later
20 than 10:00 PM

21 18. However, beginning in or about January 2024 PVFR began having Local 4068
22 employees run interfacility transports after 10:00 PM on a frequent basis. Local 4068 filed a grievance
23 over a violation of the agreement which it believed it had with the Town.

1 19. In February 2024 PVFR Fire Chief Lewis responded to the grievance repudiating the
2 existence of any agreement between the Town and Local 4068 on the subject.

3 20. Based upon the claim of the Town that there was no actual agreement on the subject of
4 interfacility transports, and any attendant outsourcing a bargaining unit work in connection therewith,
5 on April 5, 2024 Local 4068 renewed its demand to impact bargain over the subject.

6 21. Despite Local 4068 demanding dates to meet and impact bargain over the subject, the
7 Town has failed and/or refuse to bargain on the subject.

8 22. The actions of the Town as set forth above constitutes a failure to bargain in good faith
9 in violation of NRS 288.270(1)(a) and (e).

10 WHEREFORE, Local 4068 requests the following relief from the Board:

11 1. Issue findings that one or more prohibited practices were committed by the Town of
12 Pahrump;

13 2. Issue an Order compelling the Town to bargain with Local 4068 on the safety
14 implications of late-night interfacility transports and the issue of any effects or impacts that
15 outsourcing bargaining unit work may have;

16 3. Issue an Order requiring the Town to cease requiring Local 4068 to run interfacility
17 transports after 10:00 PM until such time as effects/impact bargaining is completed;

18 4. Issuc an Order requiring the Town to post on the bulletin boards in all headquarters
19 buildings and all area commands the findings of the prohibited practice(s) and appropriate statements
20 that the Town will not interfere, restrain or coerce any employees in the exercise of any rights
21 guaranteed under Chapter 288, and that the Town will bargain in good faith;

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FILED
December 2, 2024
State of Nevada
E.M.R.B.
12:51 p.m.

7 STATE OF NEVADA
8 GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

9 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 4068,

Case No. 2024-033

10 Complainant,

11 v.

PRE HEARING STATEMENT

12 TOWN OF PAHRUMP,

13 Respondent.

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15
16 COMES NOW the Complainant INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
17 LOCAL 4068 (hereafter "Local 4068"), by and through undersigned counsel, Adam Levine, Esq., of
18 the Law Office of Daniel Marks, and hereby submits pursuant to NAC 288.250 its Pre-Hearing
19 Statement.

20 **I. STATEMENT OF THE ISSUES OF FACT AND LAWS TO BE DETERMINED BY**
21 **THE BOARD.**

22 The issues of law and fact to be determined by the Board are whether Respondent violated NRS
23 288.270(1)(a) and (e) by refusing to impact bargain its decision to stop interfacility transports after
24 certain hours, and/or by misleading and IAFF Local 4068 into believing that there was an agreement

1 which would have otherwise been acceptable to IAFF Local 4068 so as to satisfy Local 4068's demand
2 to bargain.

3 **II. POINTS AND AUTHORITIES.**

4 IAFF Local 4068 personnel have historically transported patients by ambulance from Desert
5 View Regional Medical Center ("Desert View") to hospitals in Las Vegas when Desert View could not
6 provide the care needed. When the Town of Pahrump ("the Town") reached an agreement with Desert
7 View to eliminate transports after certain hours, communicated by the Town to Local 4068 to be 10:00
8 PM), by necessity this meant that bargaining unit work would be outsourced to the private sector to run
9 such late-night transports.

10 The right to make such a decision is a management right belonging to the Town. However, the
11 obligation of the employer to bargain over what are management rights decisions which nevertheless
12 have an impact or effect on subjects of mandatory bargaining, or those significantly related thereto, is
13 well-established under the law.

14 In *County of Washoe v. Washoe County Employees' Association*, Case No. A1-045365 Item
15 159 (March 8, 1984) Washoe County filed a complaint against the Washoe County Employees'
16 Association ("WCEA") because the WCEA insisted on negotiating to the point of impasse over the
17 impact of subcontracting of work. The Board dismissed the County's complaint holding that:

18 We agree with the position of the parties that a decision by an employer whether or not
19 to subcontract is within the exclusive province and prerogative of the employer, and, as
20 such, is not a mandatory subject of negotiation, within the provisions of NRS
288.150(2).

21 However, once the decision to subcontract is made by the employer, the impact or that
22 decision on employees is, in our view, a proper subject of mandatory negotiation under
provisions of NRS 288.150(2).

23 Item No. 159 at p. 5).

1 In *International Association of Fire Fighters, Local 2423 vs. City of Elko*, Case No. A1-
2 045377 (March 19, 1984) the Board reiterated its holding from *County of Washoe v. Washoe County*
3 *Employees' Association* that the “impact and effect of subcontracting is a subject of mandatory
4 bargaining” citing cases from New York and Pennsylvania. *International Association of Fire Fighters,*
5 *Local 2423* at p. 2.

6 The Town’s decision to run late night transports has always impacted the mandatory subject of
7 “Safety of the employee” within the meaning of NRS 288.150(2)(r) given the inadequate staffing
8 levels of Local 4068. It further impacts (g) “Total hours of work required of an employee on each
9 workday or workweek”, and potentially (a) “Salary or wage rates or other forms of direct monetary
10 compensation.”

11 When the Town communicated to Local 4068 that it was going to stop interfacility transports
12 from 8:00 PM to 8:00 AM, Local 4068 was in agreement and did not see the need to demand
13 bargaining as the reduced transport hours ameliorated the long-standing safety concerns asserted by
14 Local 4068. When the Town “clarified” that it meant that transport would only occur between 8:00
15 AM and 10:00 PM, this was again acceptable to Local 4068, even if slightly less desirable/safe than
16 the previously articulated times of 8:00 PM to 8:00 AM that such transports would not be run.

17 When the Town announced on June 13, 2023 that calls coming in before 10:00 PM would still
18 be run by IAFF Local 4068 personnel, even if they would take place well into the late night/early
19 morning hours due to Local 4068 personnel being previously deployed in connection with fires or
20 other calls, this sufficiently impacted employee safety such that Local 4068 asserted its right to impact
21 bargain.

22 Thereafter, there were a series of communications between the Town Manager and the
23 President Local 4068 wherein the Town questioned why Local 4068 wished to bargain.
24 Notwithstanding the June 13, 2023 statement from the Town suggesting that interfacility transports

1 may be required during the late night and early mornings, such transports were not in fact required
2 except on a very rare emergency basis.

3 However, that changed in January 2024 when the Town begin utilizing Local 4068 to run such
4 transports after 10:00 PM on a frequent basis. This caused Local 4068 filed a grievance for breach of
5 the agreement that such transports would not be required. At that point, the Town repudiated the
6 existence of any such agreement causing Local 4068 to reassert its demand to impact bargain on the
7 subject. The Town refused to bargain.

8 **III. LIST OF WITNESSES.**

- 9 1. Town of Pahrump Fire Chief Scott Lewis. Chief Lewis is knowledgeable regarding the
10 times at which interfacility transports had been required to be run by Local 4068
11 personnel, and the various communications made to Local 4068 on the subject.
- 12 2. Former Town of Pahrump Manager Timothy Sutton. Former Town Manager Sutton is
13 knowledgeable regarding communications with Local 4068 on the subject of
14 interfacility transports and the demand to bargain.
- 15 3. Former Local 4068 President Justin Snow. Former President Snow is knowledgeable
16 regarding the changes to interfacility transports, and communications with Chief Lewis,
17 Former County Manager Sutton, and the demand to bargain.
- 18 4. Current Local 4068 President Matt Smith. President Smith is knowledgeable regarding
19 the changes to interfacility transports, and communications with Chief Lewis, Former
20 County Manager Sutton, and the demand to bargain.
- 21 5. Local 4068 Secretary-Treasurer Raymond Delucchi. Secretary-Treasurer Delucchi is
22 knowledgeable regarding the changes to interfacility transports, and communications
23 with Chief Lewis, Former County Manager Sutton, and the demand to bargain.

24 Local 4068 reserves the right to supplement its witness list.

1 **IV. ESTIMATION OF TIME.**

2 Complainant estimate that one (1) full day (8 hours) will be needed to present Complainant's
3 case in chief.

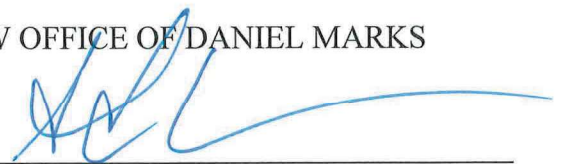
4 **V. STATEMENT PURSUANT TO NAC 280.250(c) AND OTHER MATTERS.**

5 There are no pending or anticipated administrative, judicial or other proceedings relating to the
6 subject matter of the hearing. While the grievance was filed over what Local 4068 believed to be a
7 violation of an agreement reached with the Town, the Town repudiated the existence of any such
8 agreement. Under Article 25 of the collective bargaining agreement with Local 4068 a grievance as
9 defined as "a disagreement between an employee(s), or the Union and the Employer concerning the
10 interpretation, application or enforcement of the terms of this Agreement." If there is no agreement is
11 asserted by the Town, there is nothing to arbitrate.

12 Furthermore, the Town failed to file an Answer after being properly served with the Complaint
13 in this case. Pursuant to NAC 288.200(3) the Town "is precluded, except with the consent of the
14 opposing party or the Board, from asserting any affirmative defense in the proceeding."

15 DATED this 2nd day of December, 2024.

16 LAW OFFICE OF DANIEL MARKS



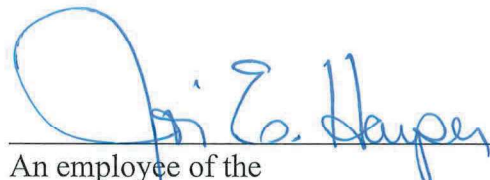
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CERTIFICATE OF MAILING

I hereby certify that I am an employee of the LAW OFFICE OF DANIEL MARKS and that on the 2nd day of December 2024, I did deposit in the United States Post Office, at Las Vegas, Nevada, in a sealed envelope with first-class postage fully prepaid thereon, a true and correct copy of the above and foregoing PRE-HEARING STATEMENT, to the address as follows:

Lorina Dellinger, Acting Town Manager
NYE COUNTY
2100 E. Walt Williams Drive
Suite 100
Pahrump, Nevada 89048


An employee of the
LAW OFFICE OF DANIEL MARKS