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FILED
March 21, 2024
State of Nevada
E.M.R.B.
3:15 p.m.

6 **STATE OF NEVADA**
7 **GOVERNMENT EMPLOYEE-MANAGEMENT**
8 **RELATIONS BOARD**

9 NEVADA SERVICE EMPLOYEES UNION,

10 Complainant.

11 vs.

12 SOUTHERN NEVADA HEALTH
13 DISTRICT.

14 Respondent.

CASE NO.: 2024-009

**PETITION FOR DECLARATORY
ORDER**

or, alternatively,

**PROHIBITED PRACTICES
COMPLAINT**

15 **PETITION FOR DECLARATORY ORDER**

16 Pursuant to NAC 288.380, Nevada Service Employees Union aka Service
17 Employees International Union, Local 1107 ("Local 1107"), by and through its counsel
18 of record, Christensen James & Martin, Chtd., hereby petitions the EMRB for a
19 declaratory order regarding the applicability or interpretation of certain statutory
20 provisions, regulations, or decisions of the EMRB. Local 1107's address is 2250 S.
21 Rancho Dr., Suite 165, Las Vegas, NV 89102. Local 1107's phone number is (702) 386-
22 4883.

23 Specifically, the nature of this petition is to receive a declaratory order that the
24 Southern Nevada Health District ("SNHD") has an affirmative duty to disclose
25 information to Local 1107 pursuant to NRS 288.032 and *Douglas County Professional*
26 *Education Assoc., et al. v. Douglas County School District*, Case No. A1-046008. Item
27

1 No. 755A. 2012 NVEMRB LEXIS 1. *6 (May 31, 2012). Local 1107 further seeks a
2 determination regarding whether a failure to provide information under NRS 288.180 or
3 NRS 288.270(1)(e) constitutes a unilateral change to the terms and conditions of
4 employment or a breach of the duty to bargain in good faith required by NRS 288, *et seq.*,
5 including but not limited to NRS 288.032 and *Douglas County Professional Education*
6 *Assoc.*, Case No. A1-046008. Item No. 755A, 2012 NVEMRB LEXIS at *6. On multiple
7 occasions. Local 1107 has sought information from SNHD in the midst of grievance
8 proceedings. Local 1107 believes this petition should be granted and that SNHD should
9 be required to produce the information Local 1107 requests during the grievance process.

10 **MEMORANDUM OF POINTS & AUTHORITIES**

11 **I.**

12 **Factual Background**

13 On or around October 26, 2023, Local 1107 requested information regarding
14 notes and communications related to the interview process from SNHD for the purpose of
15 representing a grievant that was denied a promotional position. Local 1107 requested any
16 notes and/or written communication related to the interview process and how the notes
17 were used, as well as all notes taken during the interview process for all applicants
18 including interview notes evaluating each applicant. SNHD denied Local 1107's request
19 and provided no responsive documents. stating that it makes hiring decisions based upon
20 its "established uniform practices and methods of selection. [SNHD] continues to utilize
21 the same process for recruitment which has been practiced. and not cited as a violation of
22 the CBA prior, since onset of the current contract."

23 On or around November 27, 2023, Local 1107 submitted a request for information
24 to SNHD during the grievance process regarding the statements used to determine
25 discipline of the grievant. Tina Gillam. SNHD responded that it "maintains the right not
26 to provide discovery documents to include names of complainants and investigatory
27

1 notes acquired during the investigation.” SNHD refused to produce any documents in
2 conjunction with its response.

3 On or around January 18, 2024, Local 1107 requested information related to
4 another grievance on behalf of all employees affected by SNHD’s disciplinary procedure.
5 SNHD denied Local 1107’s request for information stating that there is no contractual
6 discovery clause that requires SNHD to provide information.

7 On or around January 18, 2024, Local 1107 and SNHD held an informal meeting
8 regarding the denial of a request for information related to Administrative Secretaries.
9 SNHD denied the request “based on the fact that there is no contractual discovery clause
10 that requires [SNHD] to provide the information.” SNHD has denied many other requests
11 for information with no basis in law or contract.

12 II.

13 Argument

14 Local 1107 is entitled to information and documents that it has sought from
15 SNHD during the grievance process. “Collective bargaining” includes “[t]he resolution of
16 any question arising under a negotiated agreement.” NRS 288.032(3). It is a prohibited
17 practice for an employer to “[r]efuse to bargain collectively in good faith with the
18 exclusive representative.... [and b]argaining collectively includes the entire bargaining
19 process, including mediation and fact-finding, provided for in this chapter.” NRS
20 288.270(1)(e).

21 SNHD has failed to provide information in response to Local 1107’s requests.
22 NRS 288.180 requires local government employers to provide information concerning
23 any subject matter included in the scope of mandatory bargaining without unnecessary
24 delay. The grievance process is a continuation of the collective bargaining process. *See*
25 NRS 288.032. There are many EMRB decisions finding that government employers did
26 not violate NRS 288.180(2). Common among these decisions is that each employer
27 actually provided responses to information requests in a timely manner. *See, e.g.,*

1 *Education Support Employees Assoc., et al. v. Clark County School District*, Case No.
2 A1-046113, Item No. 809, 2015 NVEMRB LEXIS 13, *11 (Oct. 20, 2015) (holding there
3 was no bad faith bargaining where information was provided by the District); *Las Vegas*
4 *Fire Fighters Local 1285 v. City of Las Vegas*, Case No. A1-046074, Item No. 786, 2013
5 NVEMRB LEXIS 12, *26 (May 21, 2013) (holding that the City's responses to
6 information requests were accurate and not unreasonably delayed). Here, Local 1107
7 made reasonable inquiries during the grievance process in several instances, and SNHD
8 has refused to provide information responsive to Local 1107's requests. As such, Local
9 1107 seeks a declaratory order requiring disclosure.

10 The EMRB has held that employers are obligated under NRS 288.270(1)(e) to
11 supply information to employee organizations during the grievance process, and failure to
12 do so violates the duty to bargain in good faith. *Douglas County Professional Education*
13 *Assoc., et al. v. Douglas County School District*, Case No. A1-046008, Item No. 755A,
14 2012 NVEMRB LEXIS 1, *6 (May 31, 2012) (“[T]here is a general mutual obligation on
15 local government employers and bargaining agents to provide information necessary to
16 enforce the terms of a collective bargaining agreement including information necessary to
17 investigate and process grievances.”). The obligation to supply information does not arise
18 out of the agreement between the parties, but rather from statutory authority because the
19 “resolution of any question arising under a negotiated agreement” (NRS 288.032(3))
20 constitutes bargaining. Thus, SNHD's refusal to provide information based upon an
21 assertion that there is no contractual discovery clause should be ignored.

22 Employers are required to make good faith efforts to comply with a bargaining
23 agent's information requests in order for the bargaining agent to carry out its duties to
24 police and enforce the terms of the agreement. *Douglas County Professional Education*
25 *Assoc.*, Case No. A1-046008, Item No. 755A, 2012 NVEMRB LEXIS at *11–12. Good
26 faith efforts may include redacting confidential information for privacy protection. *Id.* at
27 *9. Here, Local 1107 has made requests to SNHD on multiple occasions seeking to

1 resolve questions arising under a negotiated agreement and SNHD has refused to supply
2 responsive information. Local 1107's requests were reasonable, and SNHD did not
3 provide a rational justification for withholding documents nor did it provide documents
4 that were responsive with redactions concerning information that it considered
5 confidential. SNHD's absolute refusal to provide information is unreasonable and it
6 should be ordered to provide the information Local 1107 seeks.

7 **III.**

8 **Conclusion**

9 Based upon the foregoing, Local 1107 is entitled to a declaratory order from the
10 Board requiring SNHD to provide information and documents during the grievance
11 process.

12 DATED this 21st day of March 2024.

13 **CHRISTENSEN JAMES & MARTIN, CHTD.**

14 By: s/ Dylan J. Lawter
15 Dylan J. Lawter, Esq.
16 Nevada Bar No. 15947
17 7440 W. Sahara Avenue
18 Las Vegas, NV 89117
19 *Attorneys for Local 1107*

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PROHIBITED PRACTICE COMPLAINT

Complainant, Nevada Service Employees Union aka Service Employees International Union, Local 1107 (“Local 1107”), by and through its counsel of record, Christensen James & Martin, Chtd., hereby makes the following Prohibited Practices Complaint pursuant to NRS 288.270 and 288.280 against Southern Nevada Health District (“SNHD”) (Local 1107 and SNHD are hereinafter referred to as the “Parties”).

STATEMENT OF PARTIES AND JURISDICTION

1. Local 1107, at all relevant times, was and is an Employee Organization as defined in NRS 288.040.
2. Local 1107’s address is 2250 S. Rancho Dr., Suite 165, Las Vegas, NV 89102.
3. At all relevant times, SNHD was and has been a local government employer within the meaning of NRS 28.060.
4. SNHD’s address is 280 S. Decatur Blvd., Las Vegas, NV 89107.
5. SNHD is governed by an 11-member policy-making board.
6. At all relevant times, Local 1107 was the exclusive bargaining representative of two bargaining units of employees at SNHD: bargaining-eligible supervisory employees (“Supervisory Unit”) and bargaining-eligible non-supervisory employees (“General Unit”).
7. The Government Employee-Management Relations Act is codified in Nevada Revised Statutes Chapter 288 and governs the collective bargaining obligations of the parties.
8. This Board has jurisdiction under NRS 288.280 to hear and determine “[a]ny controversy concerning prohibited practices.”
9. The Board has further jurisdiction under NRS 288.110(2) to “hear and determine any complaint arising out of the interpretation of, or performance under, the

1 provisions of this chapter by...any local government employer...local government
2 employee...[or] any employee organization.”

3 **FACTS RELEVANT TO THE PROHIBITED PRACTICES**

4 10. SNHD and Local 1107 are parties to two collective bargaining agreements
5 (“CBAs”)—one for the Supervisory Unit and one for the General Unit—both of which
6 are effective from July 1, 2021 through June 30, 2024.

7 11. On or around October 26, 2023, Local 1107 requested information
8 regarding notes and communications related to the interview process from SNHD for the
9 purpose of representing a grievant that was denied a promotional position. Local 1107
10 requested any notes and/or written communication related to the interview process and
11 how the notes were used, as well as all notes taken during the interview process for all
12 applicants including interview notes evaluating each applicant. SNHD denied Local
13 1107’s request and provided no responsive documents, stating that it makes hiring
14 decisions based upon its “established uniform practices and methods of selection.
15 [SNHD] continues to utilize the same process for recruitment which has been practiced,
16 and not cited as a violation of the CBA prior, since onset of the current contract.”

17 12. On or around November 27, 2023, Local 1107 submitted a request for
18 information to SNHD during the grievance process regarding the statements used to
19 determine discipline of the grievant, Tina Gillam. SNHD responded that it “maintains the
20 right not to provide discovery documents to include names of complainants and
21 investigatory notes acquired during the investigation.”

22 13. On or around January 18, 2024, Local 1107 requested information related
23 to another grievance on behalf of all employees affected by SNHD’s disciplinary
24 procedure. SNHD denied Local 1107’s request for information stating that there is no
25 contractual discovery clause that requires SNHD to provide information.

26 14. On or around January 18, 2024, Local 1107 and SNHD held an informal
27 meeting regarding the denial of a request for information related to Administrative

1 Secretaries. SNHD denied the request “based on the fact that there is no contractual
2 discovery clause that requires [SNHD] to provide the information.”

3 15. SNHD has denied many other requests for information with no basis in
4 law or contract.

5 **FIRST CAUSE OF ACTION**

6 [Failure to Provide Information]

7 16. Local 1107 hereby incorporates the allegations contained in the preceding
8 paragraphs verbatim.

9 17. Examples of SNHD’s wrongful conduct include, but are not limited to,
10 those listed herein.

11 18. NRS 288.270(1)(g) states that “[i]t is a prohibited practice for a local
12 government employer or its designated representative willfully to...(g) Fail to provide
13 information required by NRS 288.180.”

14 19. NRS 288.180 requires local government employers to provide information
15 concerning any subject matter included in the scope of mandatory bargaining without
16 unnecessary delay.

17 20. The grievance process is a continuation of the collective bargaining
18 process. *See* NRS 288.032.

19 21. SNHD did not disclose information as required.

20 22. These actions constitute an unlawful failure to provide information.

21 **SECOND CAUSE OF ACTION**

22 [Unilateral Change to Terms and Conditions of Employment]

23 23. Local 1107 hereby incorporates the allegations contained in the preceding
24 paragraphs verbatim.

25 24. Examples of SNHD’s wrongful conduct include, but are not limited to,
26 those listed herein.

27

1 46. SNHD breached its duty to bargain in good faith by not providing
2 information.

3 **SIXTH CAUSE OF ACTION**

4 [Sanctions]

5 47. Local 1107 hereby incorporates the allegations contained in the preceding
6 paragraphs verbatim.

7 48. NAC 288.373 allows the Board to enter sanctions against a party who fails
8 to comply with any applicable provisions of NRS 288.

9 49. NAC 288.373(2)(b) provides that sanctions may include the following:
10 "Ordering the party to pay to the other party reasonable attorney's fees and costs." *See*
11 *Reno Police Protective Association v. The City of Reno*, Case No. A1-045390. Item No.
12 175. 1985 WL 1135395 (January 30, 1985) (finding that acts which serve only to
13 frustrate the ongoing process of negotiations constitutes bad faith, and attorney's fees and
14 costs should be awarded as sanctions).

15 50. SNHD's multiple and continuous violations of the provisions of NRS 288
16 warrants sanctions.

17 **REMEDIES**

18 **WHEREFORE.** Complainant respectfully prays as follows:

- 19 1. For an order barring SNHD from failing to provide requested information;
 - 20 2. For an order requiring SNHD to fully disclose information as requested;
 - 21 3. For an order barring SNHD from dominating or interfering with the
22 administration of Local 1107:
 - 23 4. For an order requiring SNHD to notify its employees of its violations;
 - 24 5. For an order imposing sanctions on SNHD;
 - 25 6. For an award of reasonable attorney's fees and costs; and
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7. For such other relief deemed just and proper.

DATED this 21st day of March 2024.

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Dylan J. Lawter
Dylan J. Lawter, Esq.
Nevada Bar No. 15947
7440 W. Sahara Avenue
Las Vegas, NV 89117
Attorneys for Local 1107

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CERTIFICATE OF SERVICE

I hereby certify that on March 21, 2024, I caused a true and correct copy of the foregoing Petition and Complaint to be filed via email, as follows:

Employee-Management Relations Board
emrb@business.nv.gov

I hereby certify that on March 21, 2024, I served a true and correct copy of the foregoing Petition and Complaint on Respondent via certified mail, return receipt requested, to the following:

Southern Nevada Health District
280 S Decatur Blvd
Las Vegas, NV 89107

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Natalie Saville
Natalie Saville

1 **RSPN**
2 **THEODORE PARKER, III, ESQ.**
3 Nevada Bar No. 4716
4 **MAHOGANY TURFLEY, ESQ.**
5 Nevada Bar No. 13974
6 **PARKER NELSON & ASSOCIATES, CHTD.**
7 2460 Professional Court, Suite 200
8 Las Vegas, Nevada 89128
9 Telephone: (702) 868-8000
10 Facsimile: (702) 868-8001
11 Email: tparker@pnalaw.net
12 mturfley@pnalaw.net
13 *Attorneys for Respondent,*
14 *Southern Nevada Health District*

FILED
April 11, 2024
State of Nevada
E.M.R.B.
3:33 p.m.

9 **STATE OF NEVADA**
10 **GOVERNMENT EMPLOYEE-MANAGEMENT**
11 **RELATIONS BOARD**

13 NEVADA SERVICE EMPLOYEES
14 UNION.
15 Complainant.
16 v.
17 SOUTHERN NEVADA HEALTH
18 DISTRICT.
19 Respondent.

EMRB CASE NO.: 2024-009
**RESPONDENT SOUTHERN NEVADA
HEALTH DISTRICT'S RESPONSE TO
PETITION FOR DECLARATORY ORDER
OR, ALTERNATIVELY, PROHIBITED
PRACTICES COMPLAINT**

20 COMES NOW, Respondent, SOUTHERN NEVADA HEALTH DISTRICT ("District" or
21 "Respondent"), by and through its counsel, THEODORE PARKER, III, ESQ. and MAHOGANY
22 TURFLEY, ESQ., of the law office of PARKER, NELSON & ASSOCIATES, CHTD., and submits
23 its Response to Petition for Declaratory Order or, Alternatively, Prohibited Practices Complaint
24 ("Petition"), pursuant to NRS and NAC 288 and NRS 233B.

25 ///
26 ///
27 ///
28 ///

1 This District's Response is based on the attached Points and Authorities, exhibits and all
2 relevant rules of law.

3 DATED this 11th day of April, 2024.

4 **PARKER NELSON & ASSOCIATES, CHTD.**

5 */s/ Mahogany Turfley*

6 **THEODORE PARKER, III, ESQ.**

Nevada Bar No. 004716

7 **MAHOGANY TURFLEY, ESQ.**

Nevada Bar No. 013974

8 2460 Professional Court, Suite 200

Las Vegas, NV 89128

9 *Attorneys for Respondent,*

Southern Nevada Health District

10
11 **POINTS AND AUTHORITIES**

12 **I.**

13 **INTRODUCTION**

14 In its Petition, NEVADA SERVICE EMPLOYEES UNION aka SERVICE EMPLOYEES'
15 INTERNATIONAL UNION, LOCAL 1107 ("Local 1107" or "Union"), alleges that Respondent has
16 an affirmative duty to disclose information to Local 1107 pursuant to NRS 288.032 and *Douglas*
17 *County Professional Education Assoc., et al. v. Douglas County School District*, Case No. A1-046008.
18 Item No. 755A, 2012 NVEMRB LEXIS 1, *6 (May 31, 2012). Local 1107 further seeks a
19 determination regarding whether a failure to provide information under NRS 288.180 or NRS
20 288.270(1)(e) constitutes a unilateral change to the terms and conditions of employment or a breach
21 of the duty to bargain in good faith required by NRS 288, et seq., including but not limited to NRS
22 288.032 and *Douglas County Professional Education Assoc.*, Case No. A1-046008, Item No. 755A,
23 2012 NVEMRB LEXIS at *6.

24 **II.**

25 **STATEMENT OF FACTS**

26 The District and the Complainant are parties to a Collective Bargaining Agreement ("CBA").
27 The CBA governs the basic terms and conditions of employment of the covered employees, including
28 Supervisory and Non-Supervisory (collectively "Union").

1 The Union asserts that the District made unilateral changes to the terms and conditions of
2 employment by allegedly failing to provide information under NRS 288.180 or NRS 288.270(1)(e).

3 The Union's claims are unsubstantiated. The District has not made any changes to the terms
4 and conditions of employment governing grievance and arbitration procedures. Accordingly, the
5 Union's Petition is baseless and should be denied.

6 III.

7 LEGAL AUTHORITY AND ARGUMENT

8 **A. The Petition Should Be Denied Based NRS 288.180**

9 In *Education Support Employees Ass'n v. Clark County School Dist.*, Item No 607A, EMRB
10 Case No. AI-20 045820 (2006), this Board held that the duty to provide information to bargaining
11 agent under NRS 288.180 was limited solely to information requested in the negotiations process.
12 NRS 288.180. The Union's Petition does not allege any of the information was requested in the
13 negotiations process. Therefore, the Union's Petition should be denied.

14 **B. The Petition Should Be Denied Because Pursuant To Article 16 Of The CBA Denial 15 Of Promotions Are Not Subject To The Grievance And Arbitration Procedures And 16 Promotion/Hiring Is Not Within The Scope Of Mandatory Bargaining Pursuant To 17 NRS 288.150(3)(a)**

18 The Union claims:

19 On or around October 26, 2023, Local 1107 requested information regarding notes and
20 communications related to the interview process from SNHD for the purpose of
21 representing a grievant that was denied a promotional position. Local 1107 requested
22 any notes and/or written communication related to the interview process and how the
23 notes were used, as well as all notes taken during the interview process for all applicants
24 including interview notes evaluating each applicant. SNHD denied Local 1107's
25 request and provided no responsive documents, stating that it makes hiring decisions
26 based upon its "established uniform practices and methods of selection. [SNHD]
27 continues to utilize the same process for recruitment which has been practiced, and not
28 cited as a violation of the CBA prior, since onset of the current contract."

As an initial matter, denial of a promotion is not subject to the grievance procedures under the
parties' current CBA. Pursuant to Article 16, Grievance and Arbitration Procedure, disputes subject
to the grievance procedures are: 1A) discipline, and 1B) contract interpretation/application.
Furthermore, pursuant to NRS 288.150(3)(a), those subject matters which are **NOT** within the scope
of mandatory bargaining and which are reserved to the local government employer without negotiation
include the right to hire, direct, assign or transfer an employee, but excluding the right to assign or

1 transfer an employee as a form of discipline. The District has the power to hire, or not to hire, an
2 employee for any cause, as long as its actions are not discriminatory. Thus, the District's right/decision
3 to hire an employee, including whether to promote an employee or hire another employee, is not
4 subject to bargaining and is reserved to the District. Upon reviewing the information discussed during
5 the grievance meeting, the District is denying the grievance based on NRS 288.150.3(a), as previously
6 notated, and therefore, not required to provide recruitment documentation. The District informed the
7 Union of its right to hire the most suited candidate. The Union agreed to withdraw its grievance
8 regarding the matter. *See* attached Exhibit "1", correspondence regarding Grievance #23-006G. The
9 Union failed to produce adequate evidence to substantiate violations of NRS 288.270. Therefore, the
10 Union's Petition should be denied.

11 **C. The Petition Should Be Denied Pursuant To The Balancing Test**

12 The Union's Petition cites to Case No. A1-046008, *Douglas County Professional Education*
13 *Association and Douglas County Support Staff Organization vs. Douglas County School District*
14 *(05/03/12)*. While the Board found that under NRS 288.270(1)(e) and NRS 288.270(2)(a), the parties'
15 duty to bargain in good faith extends through the duration of a collective bargaining agreement and
16 requires the parties to respond to requests for information necessary to enforce the terms of a collective
17 bargaining agreement, the duty to respond to requested information is not absolute. The Board stated
18 in *Douglas* that the type of response that will satisfy the duty will depend upon the circumstances of a
19 particular request. The Board also stated that a local government employer has the duty to provide
20 requested information only when the bargaining agent's interest in the requested information
21 outweighs the local government employer's concerns about releasing the information. The Board
22 states it employs a balancing test to requests in order to determine whether the good faith bargaining
23 requirements of NRS 288.270 warrant disclosure.

24 The Union claims:

25 On or around November 27, 2023, Local 1107 submitted a request for information to
26 SNHD during the grievance process regarding the statements used to determine
27 discipline of the grievant, Tina Gillam. SNHD responded that it "maintains the right
28 not to provide discovery documents to include names of complainants and investigatory
notes acquired during the investigation." SNHD refused to produce any documents in
conjunction with its response.

1 As stated in the District's response to the Union's request for information, the District cannot
2 simply release its investigatory notes and names of complainants/employees to the Union. There are
3 privacy concerns regarding release of the District's investigatory notes of investigation conducted by
4 a fact finder, as well as releasing the name of Complainants. The District informed the Union that
5 releasing Complainant's names could "jeopardize the safety of staff filing a complaint for bullying or
6 harassment in the workplace." See attached Exhibit "2", correspondence regarding Grievance #23-
7 005G. The Union failed to establish the Union's interest in the requested information outweighs the
8 District's concerns about releasing the information. Accordingly, the District is unable establish the
9 requested information met the Board's balancing test.

10 Additionally, the District did not simply refuse to provide any information at all to the Union.
11 Rather, the District attempted to provide information that attempted to satisfy the Union's interest
12 while still attempting to maintain the Union employee's expectation of privacy. The District took
13 reasonable steps to satisfy its duty to provide necessary information to the Union in the Gillam
14 grievance. The Union failed to produce adequate evidence to substantiate violations of NRS 288.270.
15 Therefore, the Union's Petition should be denied.

16 The Union claims:

17 On or around January 18, 2024, Local 1107 requested information related to another
18 grievance on behalf of all employees affected by SNHD's disciplinary procedure.
19 SNHD denied Local 1107's request for information stating that there is no contractual
discovery clause that requires SNHD to provide information.

20 The Union failed to identify the specific information requested and establish the Union's
21 interest in the requested information outweighs the District's privacy concerns about releasing the
22 information. Accordingly, the District is unable establish the requested information met the Board's
23 balancing test. Therefore, the Union's Petition should be denied.

24 The Union claims:

25 On or around January 18, 2024, Local 1107 and SNHD held an informal meeting
26 regarding the denial of a request for information related to Administrative Secretaries.
27 SNHD denied the request "based on the fact that there is no contractual discovery
28 clause that requires [SNHD] to provide the information." SNHD has denied many other
requests for information with no basis in law or contract.

1 The Union failed to identify the specific information requested and establish the Union's
2 interest in the requested information outweighs the District's concerns about releasing the information.
3 Accordingly, the District is unable establish the requested information met the Board's balancing test.

4 Additionally, the District did not simply refuse to provide any information at all to the Union.
5 Rather, the District held a grievance meeting on February 6, 2024, and thereafter provided information
6 to satisfy the Union's interest while still attempting to maintain the Union employee's expectation of
7 privacy. Specifically, the District provided the May 17, 2023, new employment opportunity,
8 administrative secretary job bulletin/position overview, and a list of senior administration and
9 administration assistants and their managers. *See* attached Exhibit "3", New Employment Opportunity;
10 Exhibit "4", Job Bulletin; and Exhibit "5", List of Administrative Assistants and Senior Administrative
11 Assistants and their managers. By providing the requested documents, the District met the request of
12 the Union as discussed during the grievance meeting on February 6, 2024. The District took reasonable
13 steps to satisfy its duty to provide necessary information to the Union. *See* attached Exhibit "6",
14 February 20, 2024, SNHD Grievance Response. The Union failed to produce adequate evidence to
15 substantiate violations of NRS 288.270. Therefore, the Union's Petition should be denied.

16 **IV.**

17 **CONCLUSION**

18 For these and the foregoing reasons, District respectfully requests the Union's Petition be
19 denied.

20 DATED this 11th day of April, 2024.

21 **PARKER NELSON & ASSOCIATES, CHTD.**

22 */s/ Mahogany Turfley*

23 **THEODORE PARKER, III, ESQ.**

24 Nevada Bar No. 004716

25 **MAHOGANY TURFLEY, ESQ.**

26 Nevada Bar No. 013974

27 2460 Professional Court, Suite 200

28 Las Vegas, NV 89128

Attorneys for Respondent.

Southern Nevada Health District

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the LAW OFFICE OF PARKER, NELSON &
3 ASSOCIATES, CHTD., and that on this 11th day of April, 2024, I filed a copy of the forgoing
4 **RESPONDENT SOUTHERN NEVADA HEALTH DISTRICT'S RESPONSE TO PETITION**
5 **FOR DECLARATORY ORDER OR, ALTERNATIVELY, PROHIBITED PRACTICES**
6 **COMPLAINT** via email as follows:

7 Department of Business and Industry
8 Employee Management Relations Board
9 3300 W. Sahara Ave., Suite 490
10 Las Vegas, NV 89102
11 (702) 486-4505
12 Fax No.: (702) 486-4355
13 Email: emrb@business.nv.gov

14 I further certify that on this 11th day of April, 2024, I served a copy of the foregoing
15 **RESPONDENT SOUTHERN NEVADA HEALTH DISTRICT'S RESPONSE TO PETITION**
16 **FOR DECLARATORY ORDER OR, ALTERNATIVELY, PROHIBITED PRACTICES**
17 **COMPLAINT** on the party(s) set forth below:

- 18 X By E-mail: by electronic mail delivering the document(s) listed above to the e-mail address(es)
19 set forth below on this date before 5:00 p.m.
- 20 X Placing an original or true copy thereof in a sealed envelope placed for collection and mailing
21 in the United States Mail, at Las Vegas, NV, postage prepaid, following ordinary business
22 practices.

23 Evan L. James, Esq.
24 Dylan J. Lawter, Esq.
25 CHRISTENSEN JAMES & MARTIN
26 7440 W. Sahara Ave.
27 Las Vegas, NV 89117
28 (702) 255-1718
Fax No.: (702) 255-0871
Email: elj@cjmly.com
djl@cjmly.com

/s/ Staci D. Ibarra
An employee of Parker, Nelson & Associates, Chtd.

Exhibit “1”

Staci Ibarra

From: Regena Ellis <ellis@SNHD.ORG>
Sent: Thursday, November 30, 2023 8:40 PM
To: Cheri Gould
Cc: Erika Bustinza; Chelle Alfaro; bmarzan@seiunv.org; Rashida Alvarez; Regena Ellis
Subject: RE: Grievance #23-006G

Hello,

SEIU does not agree with the position of the Health District that it does not have an obligation to provide the items included in the Request For Information.

We will agree to withdraw this grievance 23-006G

Thank you,
Regena ellis
SEIU/SNHD Steward

From: Cheri Gould <gould@SNHD.ORG>
Sent: Monday, November 27, 2023 5:46 PM
To: Regena Ellis <ellis@SNHD.ORG>
Cc: Erika Bustinza <bustinza@SNHD.ORG>; Chelle Alfaro <alfaror@snhd.org>; bmarzan@seiunv.org; Rashida Alvarez <alvarezr@SNHD.ORG>
Subject: RE: Grievance #23-006G

Hi Regena,

This is our formal response to Grievance 23-006G regarding the denial of providing recruitment information.

The grievance as originally written and submitted failed to cite item number in Article 1, which was confirmed as 1(a) and incorrectly cited item in NRS 288.270 as 1(e) with intention of being 1(b). In addition, Article 20 was included in the grievance and the Union acknowledged it was not applicable to the topic and stated it should not have been included, therefore, we are not responding to this item.

Upon reviewing the information discussed during the grievance meeting, the District is denying the grievance based on NRS 288.150.3(a), as previously notated, and therefore, we are not required to provide our recruitment documentation. The District maintains its right to hire the most suited candidate based on following our established uniform practices and methods of selection. The District continues to utilize the same process for recruitment which has been practiced, and not sited as a violation of the CBA prior, since onset of the current contract

As this grievance is directly related to Kimberly Patterson not being chosen for the role of Care Coordinator, it is applicable to note this employee provided a written notice of resignation on November 6, 2023, that was accepted by the District.

From: Regena Ellis <ellis@SNHD.ORG>
Sent: Thursday, October 26, 2023 2:08 PM
To: Cheri Gould <gould@SNHD.ORG>; Erika Bustinza <bustinza@SNHD.ORG>; Chelle Alfaro <alfaror@snhd.org>
Cc: Regena Ellis <ellis@SNHD.ORG>
Subject: Grievance #23-006G

Hello,

Re: Grievance #23-006G

Attached is Grievance #23-006G.

Please advise when grievance meeting is scheduled.

Thank you,
Respectfully,
Regena Ellis RN
SEIU/SNHD Steward

From: Regena Ellis <ellis@snhd.org>
Sent: Thursday, October 26, 2023 2:04 PM
To: Regena Ellis <ellis@SNHD.ORG>
Subject: Your scan (Scan to My Email)

Exhibit “2”

Staci Ibarra

From: Joe Cabanban <cabanban@SNHD.ORG>
Sent: Monday, December 18, 2023 5:12 PM
To: Regena Ellis; bmarzan@seiunv.org
Cc: Cheri Gould; Erika Bustinza; Rashida Alvarez
Subject: Informal Meeting - Related to 23-005G

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Regena,

On December 7th , 2023, an Informal Meeting was held regarding denial of a request for information related to grievance 23-005G- Tina Gilliam.

During the meeting, the following remedy was requested:
To be provided all information/documentation related to Grievance 23-005G.

Based on the information provided during the meeting and reviewed by management, we are denying your requested remedy because there is no contractual language that the District is obligated to provide information which may jeopardize the safety of staff filing a complaint for bullying or harassment in the workplace. Due to the District following the right to discipline an employee, we are denying the request and not providing the requested documents related to the discipline.

Thank you,

Joe Cabanban, MHRM
Chief Human Resources Officer (acting)
Southern Nevada Health District
Office: 702.759-1159
Cell: 702.249.5790
cabanban@snhd.org



🌱 Please consider the environment before printing this e-mail 🌱

This message may contain privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Please notify me at cabanban@snhd.org if you have received this message in error. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited. This message may not be copied or distributed without this disclaimer.

Exhibit “3”

From: SNHD HR
To: SNHD ALL Distro
Subject: New Employment Opportunity
Date: Wednesday, May 17, 2023 1:02:08 PM



EMPLOYMENT OPPORTUNITY

We are currently recruiting for the following In-House Promotional Opportunity:

IN-HOUSE PROMOTIONAL: This recruitment is open to current SNHD employees only.

Administrative Secretary *(Please click on the link at the bottom for additional details)*

Open: Wednesday, May 17, 2023
Close: Wednesday, May 31, 2023
Salary: Job Grade NPR1: \$27.79/hour - \$44.47/hour
(This position will be non-represented, reporting to a

Division Director.)

Location: Primary and Preventive Care

Recruiter: Kimberly Monahan

TO APPLY:

In-House Promotional: visit our website at:

Ah<https://www.governmentjobs.com/careers/snhd/promotionaljobs>

****Please open link in Google Chrome or Microsoft Edge***

(You can change your default web browser to Google Chrome, reach out to Helpdesk for assistance)

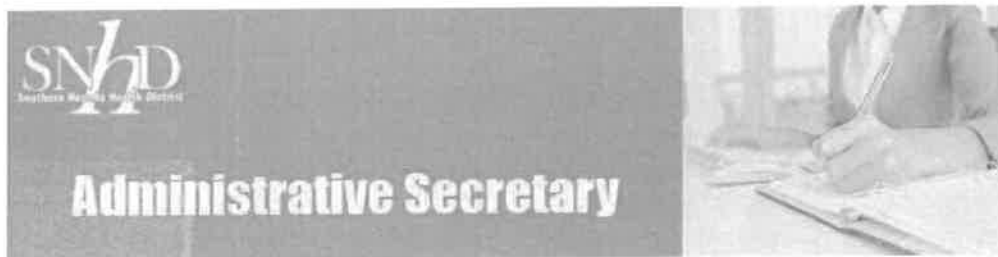
Exhibit “4”



Southern Nevada Health District Administrative Secretary

SALARY	\$27.79 - \$44.47 Hourly	LOCATION	Southern Nevada Health District, NV
JOB TYPE	Full-Time	JOB NUMBER	23-76-MAY-I-KM
DEPARTMENT	Primary & Preventive Care	DIVISION	PPC Administration
OPENING DATE	05/17/2023	CLOSING DATE	5/31/2023 4:00 PM Pacific

Position Overview



The Southern Nevada Health District (SNHD) announces an examination process to create an eligibility list to fill one (1) vacancy for the classification of Administrative Secretary in the Primary and Preventive Care Division. The eligibility list may be utilized to fill vacancies for this classification for up to four (4) months.

To provide secretarial, clerical, and administrative support to the director of a division or the manager of a complex division of multiple programs, services, and activities.

[Click here to familiarize yourself with the position and its physical requirements.](#)

[Click here to learn more about SNHD and our Healthy Southern Nevada Initiative.](#)

Minimum Qualifications

Education and Training :

- Equivalent to the completion of the twelfth grade supplemented by specialized secretarial training. An associate's degree is preferred.

Experience :

- Four (4) years of increasingly responsible relevant work experience equivalent to or above the level of the District Senior Administrative Assistant position. One year of supervision is desired. Must be proficient in Microsoft Word, Excel and have basic competency in Access. Must have a typing speed of a minimum of 50 words per minute.

Required Documents/Assessment Information

DOCUMENTS REQUIRED AT THE TIME OF APPLICATION:

1. Completed Employment Application
2. Completed Supplemental Questions

ASSESSMENT DATES:

Structured Panel Interview Best Qualified Candidates (Weighted 100%)
Thursday, June 15, 2023

All applicants will be notified by email or telephone of their application status and the assessment dates/times after the closing date of this announcement.

IMPORTANT INFORMATION ON SCHEDULING ASSESSMENTS:

If you are invited to participate in the assessment process, you may be required to self-schedule through the SNHD online application system. Please check your email and/or text messages on a regular basis after submitting your application for complete instructions, which include where and when to report.

The assessment process for this position will take place on the date(s) listed above. All candidates who wish to be considered for this position will need to be available via WebEx and make themselves available to participate in the assessment process at any time on the date(s) listed above.

Selection Process

The selection process will begin with an employment application screening, with the best-qualified candidates being invited to participate further in the assessment process. This process may include any combination of written, performance, and oral assessments to evaluate job-related education, experience, knowledge, skills, and abilities. SNHD will provide reasonable accommodation to qualified individuals with disabilities. It is the responsibility of the candidate requiring accommodation to contact the Human Resources Department in writing at the time of application.

Appointment may be subject to the successful completion of a post-offer pre-employment background investigation and medical/physical examination, including a drug/alcohol test. Please see the job description to view the physical requirements. SNHD reserves the right to modify selection devices and test instruments in accordance with accepted legal, ethical, and professional standards.

As a condition of employment at SNHD, all new hires will be required to provide proof of completed COVID vaccination at the time of hire.

NOTE: E-mail communications will be sent from senders with the extension @snhd.org, info@governmentjobs.com, and noreply@governmentjobs.com You may need to adjust your spam blocker to ensure you receive e-mail notifications from SNHD.

Agency

Southern Nevada Health District

Address

280 S. Decatur Blvd.

Las Vegas, Nevada. 89107

Phone

702-759-1556

Website

<http://www.southernnevadahealthdistrict.org/about-us/employment-information/>

Administrative Secretary Supplemental Questionnaire

***QUESTION 1**

You are required to schedule seven people for a meeting for a specific date and time. Utilizing Outlook, how do you make sure all seven are available?

***QUESTION 2**

Describe any experience you have with records retention/records management and the job(s) listed on your application where you received this experience. If no experience, please respond with N/A.

***QUESTION 3**

Please list your experience with Open Meeting Law and the job(s) listed on your application where you received this experience. If no experience, please respond with N/A.

***QUESTION 4**

Please list your experience with hosting WebEx events and the job(s) listed on your application where you received this experience. If no experience, please respond with N/A.

* Required Question

Exhibit “5”

Senior Admin's & Admin Asst reporting

NAME	POSITION	REPORTING SUPERVISOR	REPORTING SUPERVISOR POSITION
GUECO, MARIA L	CHN SUPERVISOR	CARCAMO, MONICA A	ADMINISTRATIVE ASSISTANT
GUECO, MARIA L	CHN SUPERVISOR	ERIZA, LORENA	ADMINISTRATIVE ASSISTANT
GUECO, MARIA L	CHN SUPERVISOR	MARTINEZ, AZALIA	ADMINISTRATIVE ASSISTANT
GUECO, MARIA L	CHN SUPERVISOR	O'TOOLE, DENISE	ADMINISTRATIVE ASSISTANT
GUECO, MARIA L	CHN SUPERVISOR	ROSSI BOUDREAU THIB, LESTER A	ADMINISTRATIVE ASSISTANT
LIONETTI, YAMILETH L	CHN SUPERVISOR	MIRANDA, BELEM	ADMINISTRATIVE ASSISTANT
LIONETTI, YAMILETH L	CHN SUPERVISOR	RODRIGUEZ, SANDY	ADMINISTRATIVE ASSISTANT
LUGO, SARAH M	CHN SUPERVISOR	ATWOOD, DEVIN	ADMINISTRATIVE ASSISTANT
LUGO, SARAH M	CHN SUPERVISOR	HENRIQUEZ, SERGIO	ADMINISTRATIVE ASSISTANT
LUGO, SARAH M	CHN SUPERVISOR	MACIEL, PEREZ, MARISOL	SR ADMINISTRATIVE ASSISTANT
LUGO, SARAH M	CHN SUPERVISOR	POLINTAN, MICHAEL S	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	AUCALLA, GENNESIS	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	BRANTNER, LONITA A	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	CALDERON, ARACELY	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	CAMACHO, ELIANA	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	CARRERA, BRUNA	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	FISHER ARMSTRONG, GIMMEKO D	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	GOMEZ, KAREN	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	GRIJALVA, BREANNA K	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	HILARIO, CHRISTIAN J	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	SALOMON, VICKI L	ADMINISTRATIVE ASSISTANT
BURNS, DANIEL C	EH ENGINEER/MANAGER	KREMER, NAMI O	ADMINISTRATIVE ASSISTANT
CHANEY, ANDREW D	EH SUPERVISOR	COOPER, MARY J	ADMINISTRATIVE ASSISTANT
CHANEY, ANDREW D	EH SUPERVISOR	LUTHER, JENNIFER	SR ADMINISTRATIVE ASSISTANT
RAMAN, VIVEK K	EH SUPERVISOR	COTTAM, CAROL S	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	EASTERLING, KAREN	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	GALLA FERRER, ELISA	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	GISH, CHRISTINE M	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	HARRIS, SHEILA S	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	SCHAMAUN, KRIS A	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	WAHL, SALLY A	ADMINISTRATIVE ASSISTANT

SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	ARCHIE, BONNIE J	ADMINISTRATIVE ASSISTANT
SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	KURTTI, DONNA M	SR ADMINISTRATIVE ASSISTANT
SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	NEAL, RAYONA N	ADMINISTRATIVE ASSISTANT
SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	O'MALLEY, ERIN P	ADMINISTRATIVE ASSISTANT
SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	SINGH, MARIA SARKARA	ADMINISTRATIVE ASSISTANT
STEPHANI, BRUNO E	EH SUPERVISOR	KAMM, SABINE	ADMINISTRATIVE ASSISTANT
THOMPSON, WILLIAM J	EH SUPERVISOR	CINTRON, LYNN	SR ADMINISTRATIVE ASSISTANT
DINDA, KARIN	COMM HEALTH NURSE SUPERVISOR	BURQUEZ AHUJA, LILIA	ADMINISTRATIVE ASSISTANT
DINDA, KARIN	COMM HEALTH NURSE SUPERVISOR	DELA CRUZ, FERRON	ADMINISTRATIVE ASSISTANT
DINDA, KARIN	COMM HEALTH NURSE SUPERVISOR	TREJOS, CLAUDIA	ADMINISTRATIVE ASSISTANT
MEILY, BERNADETTE G	COMMUNITY HEALTH NURSE MANAGER	CADENA, NANCY	ADMINISTRATIVE ASSISTANT
MEILY, BERNADETTE G	COMMUNITY HEALTH NURSE MANAGER	CAMARENA, KRYSTAL S	ADMINISTRATIVE ASSISTANT
MEILY, BERNADETTE G	COMMUNITY HEALTH NURSE MANAGER	MEDINA, VALERIA	ADMINISTRATIVE ASSISTANT
MEILY, BERNADETTE G	COMMUNITY HEALTH NURSE MANAGER	NAITO, LANI	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	CARREON, GABRIELA	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	COOPER, CHRISTOPHER	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	CUSTODIO, CHERIE	SR ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	DUARTE, JOCELYNE	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	LEVINSKY, JUSTIN	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	LONG, ARIADNA	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	LOYSAGA, JENNIFER	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	MENDOZA, WENDY	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	READ, KARINA E	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	TORRES DEL TORO, DAYANA	ADMINISTRATIVE ASSISTANT
FRANICH, KIMBERLY J	COMMUNICABLE DISEASES MANAGER	SIMPSON, KELLY	SR ADMINISTRATIVE ASSISTANT
SUGAY, ROSANNE M	MEDICAL EPIDEMIOLOGIST	ENSGN, SHANNON	ADMINISTRATIVE ASSISTANT
BUNGUM, NICOLE	HEALTH EDUCATION SUPERVISOR	AYALA, JACQUELINE	ADMINISTRATIVE ASSISTANT
KAN, HORNG-YUAN	LABORATORY DIRECTOR	JACOBS, MOLLY	ADMINISTRATIVE ASSISTANT
ROBINSON, MISTY M	PH PREPAREDNESS SUPERVISOR	HENRI, CORINNE J	ADMINISTRATIVE ASSISTANT
LUHAR, HETAL N	IT MANAGER	SANTOS, AIVELHYN	SR ADMINISTRATIVE ASSISTANT
QIN, YIN JIE	CONTROLLER	STINES, AMY	ADMINISTRATIVE ASSISTANT

Exhibit “6”



To: Regena Ellis, Vice President Steward, S.E.I.U.
From: Cheri Gould, Human Resources Manager
Date: February 20, 2024
Subject: Grievance # 24-001G – Class Action

This letter is in response to the above noted grievance.

Statement of Grievance:

SNHD denied request of information as it relates to positions being eliminated in the bargaining unit. Information requested and denied related to job posting, offer letter names of employees in requested bargaining unit position and copy of personnel change form.

Requested Remedy:

Provide a list of all current Administrative Assistants and Sr. Administrative Assistants and their current manager as well as copies of the job posting when Lisa Falkner was awarded the position of Sr. Administrative Assistant; please find these documents attached. Both documents are attached.

SNHD Statement:

The grievance meeting was held on February 6, 2024, at which time SNHD agreed to provide the list of Administrative Assistants and Sr. Administrative Assistants with their current manager as well as copies of the job posting for the Administrative Secretary position opened May 17, 2023, filled by Lisa Falkner.

The issue of having the Administrative Secretary classification as union eligible or confidential was a topic of concern brought by the union. As part of the resolution to differentiate Administrative Secretaries, a split was made taking into consideration which staff reported to an Executive or manager and changes were made accordingly with postings being classified either union eligible or union ineligible. SNHD stance is that the position of Administrative Secretary was not eliminated as the classification still exists.



In reference to the salary range/status of the Administrative Secretary (job posting attached) that opened on May 17, 2023, it states, "This position will be non-represented, reporting to a Division Director." As discussed, when Lisa Falkner accepted this Administrative Secretary position, her offer letter was erroneously presented and accepted as a union eligible position; when the error was identified during a payroll audit, it was corrected.

By providing the requested documents, SNHD met the request of the union as discussed during the grievance meeting on February 6, 2024.

SOUTHERN NEVADA HEALTH DISTRICT

Cheri Gould
HR Manager

1 **MDSM**
2 **THEODORE PARKER, III, ESQ.**
3 Nevada Bar No. 4716
4 **MAHOGANY TURFLEY, ESQ.**
5 Nevada Bar No. 13974
6 **PARKER NELSON & ASSOCIATES, CHTD.**
7 2460 Professional Court, Suite 200
8 Las Vegas, Nevada 89128
9 Telephone: (702) 868-8000
10 Facsimile: (702) 868-8001
11 Email: tparker@pnalaw.net
12 mturfley@pnalaw.net
13 *Attorneys for Respondent,*
14 *Southern Nevada Health District*

FILED
April 11, 2024
State of Nevada
E.M.R.B.
3:33 p.m.

9
10 **STATE OF NEVADA**
11 **GOVERNMENT EMPLOYEE-MANAGEMENT**
12 **RELATIONS BOARD**

13 NEVADA SERVICE EMPLOYEES
14 UNION,
15 Complainant.
16 v.
17 SOUTHERN NEVADA HEALTH
18 DISTRICT,
19 Respondent.

EMRB CASE NO.: 2024-009

**RESPONDENT SOUTHERN NEVADA
HEALTH DISTRICT'S MOTION TO
DISMISS PETITION FOR DECLARATORY
ORDER OR, ALTERNATIVELY,
PROHIBITED PRACTICES COMPLAINT**

20 COMES NOW, Respondent, SOUTHERN NEVADA HEALTH DISTRICT ("District" or
21 "Respondent"), by and through its counsel, THEODORE PARKER, III, ESQ. and MAHOGANY
22 TURFLEY, ESQ., of the law office of PARKER, NELSON & ASSOCIATES, CHTD., hereby moves
23 the Court to Dismiss the Complaint for failure to state a claim under which relief may be granted.

24 ///
25 ///
26 ///
27 ///
28 ///

1 This District's Motion is based on the attached Points and Authorities, exhibits and all relevant
2 rules of law.

3 DATED this 11th day of April, 2024.

4 **PARKER NELSON & ASSOCIATES, CHTD.**

5 */s/ Mahogany Turfley*

6 **THEODORE PARKER, III, ESQ.**

Nevada Bar No. 004716

7 **MAHOGANY TURFLEY, ESQ.**

Nevada Bar No. 013974

8 2460 Professional Court, Suite 200

Las Vegas, NV 89128

9 *Attorneys for Respondent.*

Southern Nevada Health District

10
11 **POINTS AND AUTHORITIES**

12 **I.**

13 **INTRODUCTION**

14 In its Complaint, NEVADA SERVICE EMPLOYEES UNION aka SERVICE EMPLOYEES'
15 INTERNATIONAL UNION, LOCAL 1107 ("Local 1107" or "Union"), has filed the present
16 Complaint without alleging a claim upon which relief may be granted and it should therefore be
17 dismissed. The Complaint allege that "[i]t is a prohibited practice for a local government employer or
18 its designated representative willfully to...(g) Fail to provide information required by NRS 288.180."
19 To show that a prohibited practice has been committed under NRS 288.270(2)(d), an employer must
20 show that the employee organization has failed "to provide information required by NRS 288.180."
21 Information under NRS 288.180 is only required if it is concerning a "subject matter included in the
22 scope of mandatory bargaining." The scope of mandatory bargaining is limited to the subjects
23 contained within NRS 288.150(2). The Union makes no allegations as to how its information request
24 regarding grievances is related to any of these subjects. The Union's request for information falls
25 outside of the subjects of mandatory bargaining. Therefore, the Union has failed to state a claim upon
26 which relief may be granted.

27 ///

28 ///

1 II.

2 STATEMENT OF FACTS

3 The District and the Complainant are parties to a Collective Bargaining Agreement (“CBA”).
4 The CBA governs the basic terms and conditions of employment of the covered employees, including
5 Supervisory and Non-Supervisory (collectively “Union”).

6 The Union asserts that the District’s failure to provide information under NRS 288.180 is a
7 unilateral change to terms and conditions of employment, interference & restraint, dominating and
8 interfering and a failure to bargain in good faith

9 The Union’s claims are unsubstantiated. The District has not engaged in any prohibited
10 practice. Accordingly, the Union’s Complaint is baseless and should be denied.

11 III.

12 LEGAL AUTHORITY AND ARGUMENT

13 **A. The Complaint Should Be Denied Based NRS 288.180**

14 In *Education Support Employees Ass’n v. Clark County School Dist.*, Item No 607A, EMRB
15 Case No. AI-20 045820 (2006), this Board held that the duty to provide information to bargaining
16 agent under NRS 288.180 was limited solely to information requested in the negotiations process.
17 NRS 288.180. The Union’s Complaint does not allege any of the information was requested in the
18 negotiations process. Therefore, the Union’s Complaint should be dismissed.

19 **B. A Requests for Information Under NRS 288.180 Must be Related to a Mandatory**
20 **Subject of Bargaining.**

21 The Union’s Complaint claims a violation of NRS 288.270. The Union’s request for
22 information does not comply with the requirements of NRS 288.180. Consequently, the District was
23 not required to provide the requested information NRS 288.270(2)(d) states “It is a prohibited practice
24 for a local government employee or for an employee organization or its designated agent willfully to
25 (d) Fail to provide the information required by NRS 288.180.”

26 NRS 288.180(2) states:

27 “(f)ollowing the notification provided for in subsection 1, the employee organization
28 or the local government employer may request information concerning any subject
matter included in the scope of mandatory bargaining which it deems necessary for and

1 relevant to negotiations. The information requested must be furnished without
unnecessary delay.” (emphasis added)

2 NRS 288.150(2) states:

3 “(t)he scope of mandatory bargaining is limited to:

- 4 (a) Salary or wage rates or other forms of direct monetary compensation.
5 (b) Sick leave.
6 (c) Vacation leave.
7 (d) Holidays.
8 (e) Other paid or nonpaid leaves of absence.
9 (f) Insurance benefits.
10 (g) Total hours of work required of an employee on each workday or workweek.
11 (h) Total number of days’ work required of an employee in a work year.
12 (i) Except as otherwise provided in subsections 8 and 11, discharge and
disciplinary procedures.
13 (j) Recognition clause.
14 (k) The method used to classify employees in the bargaining unit.
15 (l) Deduction of dues for the recognized employee organization.
16 (m) Protection of employees in the bargaining unit from discrimination because of
participation in recognized employee organizations consistent with the
provisions of this chapter.
17 (n) No-strike provisions consistent with the provisions of this chapter.
18 (o) Grievance and arbitration procedures for resolution of disputes relating to
interpretation or application of collective bargaining agreements.
19 (p) General savings clauses.
20 (q) Duration of collective bargaining agreements.
21 (r) Safety of the employee.
22 (s) Teacher preparation time.
23 (t) Materials and supplies for classrooms.
24 (u) Except as otherwise provided in subsections 9 and 11, the policies for the
transfer and reassignment of teachers.
25 (v) Procedures for reduction in workforce consistent with the provisions of this
chapter.
26 (w) Procedures consistent with the provisions of subsection 6 for the reopening of
collective bargaining agreements for additional, further, new or supplementary
negotiations during periods of fiscal emergency.”

27 The Union claims:

28 On or around October 26, 2023, Local 1107 requested information regarding notes and
communications related to the interview process from SNHD for the purpose of
representing a grievant that was denied a promotional position. Local 1107 requested
any notes and/or written communication related to the interview process and how the
notes were used, as well as all notes taken during the interview process for all applicants
including interview notes evaluating each applicant. SNHD denied Local 1107’s
request and provided no responsive documents, stating that it makes hiring decisions
based upon its “established uniform practices and methods of selection. [SNHD]
continues to utilize the same process for recruitment which has been practiced, and not
cited as a violation of the CBA prior, since onset of the current contract.”

///

1 The Union requested that the District provide notes and communications related to the
2 interview process. The District's duty to provide information to bargaining agent under NRS 288.180
3 is limited solely to information requested in the negotiations process. The Union's Complaint does not
4 allege any of the information was requested in the negotiations process. Additionally, NRS 288 makes
5 no mention of the notes and communications related to the interview process in any of the above
6 subjects of mandatory bargaining, therefore this request exceeded the scope of what is required under
7 NRS 288.180.

8 On the contrary, NRS 288.150(3)(a) identifies those subject matters which are **NOT** within the
9 scope of mandatory bargaining and which are reserved to the local government employer without
10 negotiation include the right to hire, direct, assign or transfer an employee, but excluding the right to
11 assign or transfer an employee as a form of discipline. The District has the power to hire, or not to
12 hire, an employee for any cause, as long as its actions are not discriminatory. Thus, the District's
13 right/decision to hire an employee, including whether to promote an employee or hire another
14 employee, is not subject to bargaining and is reserved to the District. Upon reviewing the information
15 discussed during the grievance meeting, the District is denying the grievance based on NRS
16 288.150.3(a), as previously notated, and therefore, not required to provide recruitment documentation.
17 The District informed the Union of its right to hire the most suited candidate. The Union agreed to
18 withdraw its grievance regarding the matter. *See* attached Exhibit "1", correspondence regarding
19 Grievance #23-006G.

20 The Union claims:

21 On or around November 27, 2023, Local 1107 submitted a request for information to
22 SNHD during the grievance process regarding the statements used to determine
23 discipline of the grievant, Tina Gillam. SNHD responded that it "maintains the right
24 not to provide discovery documents to include names of complainants and investigatory
notes acquired during the investigation." SNHD refused to produce any documents in
conjunction with its response.

25 The Union requested that the District provide notes and communications related to the
26 interview process. The District's duty to provide information to bargaining agent under NRS 288.180
27 is limited solely to information requested in the negotiations process. The Union's Complaint does not
28 allege any of the information was requested in the negotiations process. Additionally, NRS 288 does

1 not require the disclosure of notes and communications in response to an interview process. The
2 Union's request exceeds the scope of NRS 288.

3 Additionally, as stated in the District's response to the Union's request for information, the
4 District cannot simply release its investigatory notes and names of complainants/employees to the
5 Union. There are privacy concerns regarding release of the District's investigatory notes of
6 investigation conducted by a fact finder, as well as releasing the name of Complainants. The District
7 informed the Union that releasing Complainant's names could "jeopardize the safety of staff filing a
8 complaint for bullying or harassment in the workplace." *See* attached Exhibit "2", correspondence
9 regarding Grievance #23-005G.

10 The Union claims:

11 On or around January 18, 2024, Local 1107 requested information related to another
12 grievance on behalf of all employees affected by SNHD's disciplinary procedure.
13 SNHD denied Local 1107's request for information stating that there is no contractual
discovery clause that requires SNHD to provide information.

14 The Union failed to identify the specific information requested. The District's duty to provide
15 information to bargaining agent under NRS 288.180 is limited solely to information requested in the
16 negotiations process. The Union's Complaint does not allege any of the information was requested in
17 the negotiations process. Therefore, this request exceeded the scope of what is required under NRS
18 288.180.

19 The Union claims:

20 On or around January 18, 2024, Local 1107 and SNHD held an informal meeting
21 regarding the denial of a request for information related to Administrative Secretaries.
22 SNHD denied the request "based on the fact that there is no contractual discovery
clause that requires [SNHD] to provide the information." SNHD has denied many other
requests for information with no basis in law or contract.

23 The Union requested information related to Administrative Secretaries. The District's duty to
24 provide information to bargaining agent under NRS 288.180 is limited solely to information requested
25 in the negotiations process. The Union's Complaint does not allege any of the information was
26 requested in the negotiations process. The Union failed to identify the specific information requested
27 and establish the information is related to subjects of mandatory bargaining. Therefore, this request
28 exceeded the scope of what is required under NRS 288.180.

1 The District did not refuse to provide the information requested by the Union. Rather, the
2 District held a grievance meeting on February 6, 2024, and thereafter provided information.
3 Specifically, the District provided the May 17, 2023, new employment opportunity, administrative
4 secretary job bulletin/position overview, and a list of senior administration and administration
5 assistants and their managers. *See* attached Exhibit "3", New Employment Opportunity; Exhibit "4",
6 Job Bulletin; and Exhibit "5", List of Administrative Assistants and Senior Administrative Assistants
7 and their managers. By providing the requested documents, the District met the request of the Union
8 as discussed during the grievance meeting on February 6, 2024. The District took reasonable steps to
9 satisfy its duty to provide necessary information to the Union. *See* attached Exhibit "6", February 20,
10 2024, SNHD Grievance Response.

11 The Union failed to produce adequate evidence to substantiate violations of NRS 288.
12 Therefore, the Union's Complaint should be dismissed.

13 **IV.**

14 **CONCLUSION**

15 For these and the foregoing reasons, District respectfully requests the Union's Complaint be
16 dismissed.

17 DATED this 11th day of April, 2024.

18 **PARKER NELSON & ASSOCIATES, CHTD.**

19 */s/ Mahogany Turfley*

20 **THEODORE PARKER, III, ESQ.**

Nevada Bar No. 004716

21 **MAHOGANY TURFLEY, ESQ.**

Nevada Bar No. 013974

22 2460 Professional Court, Suite 200

Las Vegas, NV 89128

23 *Attorneys for Respondent.*

Southern Nevada Health District

1 **CERTIFICATE OF SERVICE**

2 I certify that I am an employee of the LAW OFFICE OF PARKER, NELSON &
3 ASSOCIATES, CHTD., and that on this 11th day of April, 2024, I filed a copy of the forgoing
4 **RESPONDENT SOUTHERN NEVADA HEALTH DISTRICT'S MOTION TO DISMISS**
5 **PETITION FOR DECLARATORY ORDER OR, ALTERNATIVELY, PROHIBITED**
6 **PRACTICES COMPLAINT** via email as follows:

7 Department of Business and Industry
8 Employee Management Relations Board
9 3300 W. Sahara Ave., Suite 490
10 Las Vegas, NV 89102
11 (702) 486-4505
12 Fax No.: (702) 486-4355
13 Email: emrb@business.nv.gov

14 I further certify that on this 11th day of April, 2024, I served a copy of the forgoing
15 **RESPONDENT SOUTHERN NEVADA HEALTH DISTRICT'S MOTION TO DISMISS**
16 **PETITION FOR DECLARATORY ORDER OR, ALTERNATIVELY, PROHIBITED**
17 **PRACTICES COMPLAINT** on the party(s) set forth below:

- 18 X By E-mail: by electronic mail delivering the document(s) listed above to the e-mail address(es)
19 set forth below on this date before 5:00 p.m.
- 20 X Placing an original or true copy thereof in a sealed envelope placed for collection and mailing
21 in the United States Mail, at Las Vegas, NV, postage prepaid, following ordinary business
22 practices.

23 Evan L. James, Esq.
24 Dylan J. Lawter, Esq.
25 CHRISTENSEN JAMES & MARTIN
26 7440 W. Sahara Ave.
27 Las Vegas, NV 89117
28 (702) 255-1718
Fax No.: (702) 255-0871
Email: elj@cjmlv.com
djl@cjmlv.com

s/ Staci D. Ibarra
An employee of Parker, Nelson & Associates, Chtd.

Exhibit “1”

Staci Ibarra

From: Regena Ellis <ellis@SNHD.ORG>
Sent: Thursday, November 30, 2023 8:40 PM
To: Cheri Gould
Cc: Erika Bustinza; Chelle Alfaro; bmarzan@seiunv.org; Rashida Alvarez; Regena Ellis
Subject: RE: Grievance #23-006G

Hello,

SEIU does not agree with the position of the Health District that it does not have an obligation to provide the items included in the Request For Information.

We will agree to withdraw this grievance 23-006G

Thank you,
Regena ellis
SEIU/SNHD Steward

From: Cheri Gould <gould@SNHD.ORG>
Sent: Monday, November 27, 2023 5:46 PM
To: Regena Ellis <ellis@SNHD.ORG>
Cc: Erika Bustinza <bustinza@SNHD.ORG>; Chelle Alfaro <alfaror@snhd.org>; bmarzan@seiunv.org; Rashida Alvarez <alvarezr@SNHD.ORG>
Subject: RE: Grievance #23-006G

Hi Regena,

This is our formal response to Grievance 23-006G regarding the denial of providing recruitment information.

The grievance as originally written and submitted failed to cite item number in Article 1, which was confirmed as 1(a) and incorrectly cited item in NRS 288.270 as 1(e) with intention of being 1(b). In addition, Article 20 was included in the grievance and the Union acknowledged it was not applicable to the topic and stated it should not have been included, therefore, we are not responding to this item.

Upon reviewing the information discussed during the grievance meeting, the District is denying the grievance based on NRS 288.150.3(a), as previously notated, and therefore, we are not required to provide our recruitment documentation. The District maintains its right to hire the most suited candidate based on following our established uniform practices and methods of selection. The District continues to utilize the same process for recruitment which has been practiced, and not sited as a violation of the CBA prior, since onset of the current contract

As this grievance is directly related to Kimberly Patterson not being chosen for the role of Care Coordinator, it is applicable to note this employee provided a written notice of resignation on November 6, 2023, that was accepted by the District.

From: Regena Ellis <ellis@SNHD.ORG>
Sent: Thursday, October 26, 2023 2:08 PM
To: Cheri Gould <gould@SNHD.ORG>; Erika Bustinza <bustinza@SNHD.ORG>; Chelle Alfaro <alfaror@snhd.org>
...: Regena Ellis <ellis@SNHD.ORG>
Subject: Grievance #23-006G

Hello,

Re: Grievance #23-006G

Attached is Grievance #23-006G.

Please advise when grievance meeting is scheduled.

Thank you,
Respectfully,
Regena Ellis RN
SEIU/SNHD Steward

From: Regena Ellis <ellis@snhd.org>
Sent: Thursday, October 26, 2023 2:04 PM
To: Regena Ellis <ellis@SNHD.ORG>
Subject: Your scan (Scan to My Email)

Exhibit “2”

Staci Ibarra

From: Joe Cabanban <cabanban@SNHD.ORG>
Sent: Monday, December 18, 2023 5:12 PM
To: Regena Ellis; bmarzan@seiunv.org
Cc: Cheri Gould; Erika Bustinza; Rashida Alvarez
Subject: Informal Meeting - Related to 23-005G

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Regena,

On December 7th , 2023, an Informal Meeting was held regarding denial of a request for information related to grievance 23-005G- Tina Gilliam.

During the meeting, the following remedy was requested:
To be provided all information/documentation related to Grievance 23-005G.

Based on the information provided during the meeting and reviewed by management, we are denying your requested remedy because there is no contractual language that the District is obligated to provide information which may jeopardize the safety of staff filing a complaint for bullying or harassment in the workplace. Due to the District following the right to discipline an employee, we are denying the request and not providing the requested documents related to the discipline.

Thank you,

Joe Cabanban. MHRM
Chief Human Resources Officer (acting)
Southern Nevada Health District
Office: 702.759-1159
Cell: 702.249.5790
cabanban@snhd.org



🌱 Please consider the environment before printing this e-mail 🌱

This message may contain privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Please notify me at cabanban@snhd.org if you have received this message in error. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited. This message may not be copied or distributed without this disclaimer

Exhibit “3”

From: SNHD.HR
To: SNHD ALL Distro
Subject: New Employment Opportunity
Date: Wednesday, May 17, 2023 1:02:08 PM



EMPLOYMENT OPPORTUNITY

We are currently recruiting for the following In-House Promotional Opportunity:

IN-HOUSE PROMOTIONAL: This recruitment is open to current SNHD employees only.

Administrative Secretary *(Please click on the link at the bottom for additional details)*

Open: Wednesday, May 17, 2023

Close: Wednesday, May 31, 2023

Salary: Job Grade NPR1: \$27.79/hour - \$44.47/hour

(This position will be non-represented, reporting to a

Division Director.)

Location: Primary and Preventive Care

Recruiter: Kimberly Monahan

TO APPLY:

In-House Promotional: visit our website at:

[Ahttps://www.governmentjobs.com/careers/snhd/promotionaljobs](https://www.governmentjobs.com/careers/snhd/promotionaljobs)

****Please open link in Google Chrome or Microsoft Edge***

(You can change your default web browser to Google Chrome, reach out to Helpdesk for assistance)

Exhibit “4”



Southern Nevada Health District Administrative Secretary

SALARY	\$27.79 - \$44.47 Hourly	LOCATION	Southern Nevada Health District, NV
JOB TYPE	Full-Time	JOB NUMBER	23-76-MAY-I-KM
DEPARTMENT	Primary & Preventive Care	DIVISION	PPC Administration
OPENING DATE	05/17/2023	CLOSING DATE	5/31/2023 4:00 PM Pacific

Position Overview



The Southern Nevada Health District (SNHD) announces an examination process to create an eligibility list to fill one (1) vacancy for the classification of Administrative Secretary in the Primary and Preventive Care Division. The eligibility list may be utilized to fill vacancies for this classification for up to four (4) months.

To provide secretarial, clerical, and administrative support to the director of a division or the manager of a complex division of multiple programs, services, and activities.

[Click here to familiarize yourself with the position and its physical requirements.](#)

[Click here to learn more about SNHD and our Healthy Southern Nevada Initiative.](#)

Minimum Qualifications

Education and Training :

- Equivalent to the completion of the twelfth grade supplemented by specialized secretarial training. An associate's degree is preferred.

Experience :

- Four (4) years of increasingly responsible relevant work experience equivalent to or above the level of the District Senior Administrative Assistant position. One year of supervision is desired. Must be proficient in Microsoft Word, Excel and have basic competency in Access. Must have a typing speed of a minimum of 50 words per minute.

Required Documents/Assessment Information

DOCUMENTS REQUIRED AT THE TIME OF APPLICATION:

- 1. Completed Employment Application
- 2. Completed Supplemental Questions

ASSESSMENT DATES:

Structured Panel Interview Best Qualified Candidates (Weighted 100%)
Thursday, June 15, 2023

All applicants will be notified by email or telephone of their application status and the assessment dates/times after the closing date of this announcement.

IMPORTANT INFORMATION ON SCHEDULING ASSESSMENTS:

If you are invited to participate in the assessment process, you may be required to self-schedule through the SNHD online application system. Please check your email and/or text messages on a regular basis after submitting your application for complete instructions, which include where and when to report.

The assessment process for this position will take place on the date(s) listed above. All candidates who wish to be considered for this position will need to be available via WebEx and make themselves available to participate in the assessment process at any time on the date(s) listed above.

Selection Process

The selection process will begin with an employment application screening, with the best-qualified candidates being invited to participate further in the assessment process. This process may include any combination of written, performance, and oral assessments to evaluate job-related education, experience, knowledge, skills, and abilities. SNHD will provide reasonable accommodation to qualified individuals with disabilities. It is the responsibility of the candidate requiring accommodation to contact the Human Resources Department in writing at the time of application.

Appointment may be subject to the successful completion of a post-offer pre-employment background investigation and medical/physical examination, including a drug/alcohol test. Please see the job description to view the physical requirements. SNHD reserves the right to modify selection devices and test instruments in accordance with accepted legal, ethical, and professional standards.

As a condition of employment at SNHD, all new hires will be required to provide proof of completed COVID vaccination at the time of hire.

NOTE: E-mail communications will be sent from senders with the extension @snhd.org, info@governmentjobs.com, and noreply@governmentjobs.com You may need to adjust your spam blocker to ensure you receive e-mail notifications from SNHD.

Agency

Southern Nevada Health District

Address

280 S. Decatur Blvd.

Las Vegas, Nevada. 89107

Phone

702-759-1556

Website

<http://www.southernnevadahealthdistrict.org/about-us/employment-information/>

Administrative Secretary Supplemental Questionnaire

***QUESTION 1**

You are required to schedule seven people for a meeting for a specific date and time. Utilizing Outlook, how do you make sure all seven are available?

***QUESTION 2**

Describe any experience you have with records retention/records management and the job(s) listed on your application where you received this experience. If no experience, please respond with N/A.

***QUESTION 3**

Please list your experience with Open Meeting Law and the job(s) listed on your application where you received this experience. If no experience, please respond with N/A.

***QUESTION 4**

Please list your experience with hosting WebEx events and the job(s) listed on your application where you received this experience. If no experience, please respond with N/A.

* Required Question

Exhibit “5”

Senior Admin's & Admin Asst reporting

Supervisor	Supervisor Role	Supervisor Name	Supervisor Title
GUECO, MARIA L	CHN SUPERVISOR	CARCAMO, MONICA A	ADMINISTRATIVE ASSISTANT
GUECO, MARIA L	CHN SUPERVISOR	ERIZA, LORENA	ADMINISTRATIVE ASSISTANT
GUECO, MARIA L	CHN SUPERVISOR	MARTINEZ, AZALIA	ADMINISTRATIVE ASSISTANT
GUECO, MARIA L	CHN SUPERVISOR	O'TOOLE, DENISE	ADMINISTRATIVE ASSISTANT
GUECO, MARIA L	CHN SUPERVISOR	ROSSI BOUDREAUX THIB, LESTER A	ADMINISTRATIVE ASSISTANT
LIONETTI, YAMILETH L	CHN SUPERVISOR	MIRANDA, BELEM	ADMINISTRATIVE ASSISTANT
LIONETTI, YAMILETH L	CHN SUPERVISOR	RODRIGUEZ, SANDY	ADMINISTRATIVE ASSISTANT
LUGO, SARAH M	CHN SUPERVISOR	ATWOOD, DEVIN	ADMINISTRATIVE ASSISTANT
LUGO, SARAH M	CHN SUPERVISOR	HENRIQUEZ, SERGIO	ADMINISTRATIVE ASSISTANT
LUGO, SARAH M	CHN SUPERVISOR	MAGIEL PEREZ, MARISOL	SR ADMINISTRATIVE ASSISTANT
LUGO, SARAH M	CHN SUPERVISOR	POLINTAN, MICHAEL S	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	AUCALLA, GENNESIS	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	BRANTNER, LONITA A	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	CALDERON, ARACELY	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	CAMACHO, ELIANA	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	CARRERA, BRUNA	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	FISHER ARMSTRONG, GIMMEKO D	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	GOMEZ, KAREN	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	GRIJALVA, BREANNA K	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	HILARIO, CHRISTIAN J	ADMINISTRATIVE ASSISTANT
MARIANO, CHRIS ELAINE L	CHN SUPERVISOR	SALOMON, VICKI L	ADMINISTRATIVE ASSISTANT
BURNS, DANIEL C	EH ENGINEER/MANAGER	KREMER, NAMI O	ADMINISTRATIVE ASSISTANT
CHANNEY, ANDREW D	EH SUPERVISOR	COOPER, MARY J	ADMINISTRATIVE ASSISTANT
CHANNEY, ANDREW D	EH SUPERVISOR	LUTHER, JENNIFER	SR ADMINISTRATIVE ASSISTANT
RAMAN, VIVEK K	EH SUPERVISOR	COTTAM, CAROL S	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	EASTERLING, KAREN	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	GALLA FERRER, ELISA	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	GISH, CHRISTINE M	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	HARRIS, SHEILA S	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	SCHAMAUN, KRIS A	SR ADMINISTRATIVE ASSISTANT
ROGERS, LARRY S	ENVIRONMENTAL HEALTH MANAGER	WAHL, SALLY A	ADMINISTRATIVE ASSISTANT

SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	ARCHIE, BONNIE J	ADMINISTRATIVE ASSISTANT
SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	KURTTI, DONNA M	SR ADMINISTRATIVE ASSISTANT
SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	NEAL, RAYONA N	ADMINISTRATIVE ASSISTANT
SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	O'MALLEY, ERIN P	ADMINISTRATIVE ASSISTANT
SHOUP, KARLA M	ENVIRONMENTAL HEALTH MANAGER	SINGH, MARIA SARKARA	ADMINISTRATIVE ASSISTANT
STEPHANI, BRUNO E	EH SUPERVISOR	KAMM, SABINE	ADMINISTRATIVE ASSISTANT
THOMPSON, WILLIAM J	EH SUPERVISOR	CINTRON, LYNN	SR ADMINISTRATIVE ASSISTANT
DINDA, KARIN	COMM HEALTH NURSE SUPERVISOR	BURQUEZ AHUJA, LILIA	ADMINISTRATIVE ASSISTANT
DINDA, KARIN	COMM HEALTH NURSE SUPERVISOR	DELA CRUZ, FERRON	ADMINISTRATIVE ASSISTANT
DINDA, KARIN	COMM HEALTH NURSE SUPERVISOR	TREJOS, CLAUDIA	ADMINISTRATIVE ASSISTANT
MEILY, BERNADETTE G	COMMUNITY HEALTH NURSE MANAGER	CADENA, NANCY	ADMINISTRATIVE ASSISTANT
MEILY, BERNADETTE G	COMMUNITY HEALTH NURSE MANAGER	CAMARENA, KRISTAL S	ADMINISTRATIVE ASSISTANT
MEILY, BERNADETTE G	COMMUNITY HEALTH NURSE MANAGER	MEDINA, VALERIA	ADMINISTRATIVE ASSISTANT
MEILY, BERNADETTE G	COMMUNITY HEALTH NURSE MANAGER	NAITO, LANI	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	CARREON, GABRIELA	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	COOPER, CHRISTOPHER	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	CUSTODIO, CHERIE	SR ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	DUARTE, JOCELYNE	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	LEVINSKY, JUSTIN	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	LONG, ARIADNA	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	LOYSAGA, JENNIFER	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	MENDOZA, WENDY	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	READ, KARINA E	ADMINISTRATIVE ASSISTANT
YEGON, MERYLYN C	COMMUNITY HEALTH NURSE MANAGER	TORRES DEL TORO, DAYANA	ADMINISTRATIVE ASSISTANT
FRANICH, KIMBERLY J	COMMUNICABLE DISEASES MANAGER	SIMPSON, KELLI	SR ADMINISTRATIVE ASSISTANT
SUGAY, ROSANNE M	MEDICAL EPIDEMIOLOGIST	ENSIGN, SHANNON	ADMINISTRATIVE ASSISTANT
BUNGUM, NICOLE	HEALTH EDUCATION SUPERVISOR	AYALA, JACQUELINE	ADMINISTRATIVE ASSISTANT
KAN, HORNG-YUAN	LABORATORY DIRECTOR	JACOBS, MOLLY	ADMINISTRATIVE ASSISTANT
ROBINSON, MISTY M	PH PREPAREDNESS SUPERVISOR	HENRI, CORINNE J	ADMINISTRATIVE ASSISTANT
LUHAR, HETAL N	IT MANAGER	SANTOS, AIVELHYN	SR ADMINISTRATIVE ASSISTANT
QIN, YIN JIE	CONTROLLER	STINES, AMY	ADMINISTRATIVE ASSISTANT

Exhibit “6”



To: Regena Ellis, Vice President Steward, S.E.I.U.
From: Cheri Gould, Human Resources Manager
Date: February 20, 2024
Subject: Grievance # 24-001G – Class Action

This letter is in response to the above noted grievance.

Statement of Grievance:

SNHD denied request of information as it relates to positions being eliminated in the bargaining unit. Information requested and denied related to job posting, offer letter names of employees in requested bargaining unit position and copy of personnel change form.

Requested Remedy:

Provide a list of all current Administrative Assistants and Sr. Administrative Assistants and their current manager as well as copies of the job posting when Lisa Falkner was awarded the position of Sr. Administrative Assistant; please find these documents attached. Both documents are attached.

SNHD Statement:

The grievance meeting was held on February 6, 2024, at which time SNHD agreed to provide the list of Administrative Assistants and Sr. Administrative Assistants with their current manager as well as copies of the job posting for the Administrative Secretary position opened May 17, 2023, filled by Lisa Falkner.

The issue of having the Administrative Secretary classification as union eligible or confidential was a topic of concern brought by the union. As part of the resolution to differentiate Administrative Secretaries, a split was made taking into consideration which staff reported to an Executive or manager and changes were made accordingly with postings being classified either union eligible or union ineligible. SNHD stance is that the position of Administrative Secretary was not eliminated as the classification still exists.



In reference to the salary range/status of the Administrative Secretary (job posting attached) that opened on May 17, 2023, it states, "This position will be non-represented, reporting to a Division Director." As discussed, when Lisa Falkner accepted this Administrative Secretary position, her offer letter was erroneously presented and accepted as a union eligible position; when the error was identified during a payroll audit, it was corrected.

By providing the requested documents, SNHD met the request of the union as discussed during the grievance meeting on February 6, 2024.

SOUTHERN NEVADA HEALTH DISTRICT

Cheri Gould
HR Manager

1 **CHRISTENSEN JAMES & MARTIN, CHTD.**
2 EVAN L. JAMES, ESQ. (7760)
3 DYLAN J. LAWTER, ESQ. (15947)
4 7440 W. Sahara Avenue
5 Las Vegas, Nevada 89117
6 Telephone: (702) 255-1718
7 Facsimile: (702) 255-0871
8 Email: elj@cjmlv.com, djl@cjmlv.com
9 *Attorneys for Local 1107*

FILED
April 25, 2024
State of Nevada
E.M.R.B.
5:32 p.m.

6 STATE OF NEVADA
7 GOVERNMENT EMPLOYEE-MANAGEMENT
8 RELATIONS BOARD

9 NEVADA SERVICE EMPLOYEES UNION.

10 Complainant.

11 vs.

12 SOUTHERN NEVADA HEALTH
13 DISTRICT.

14 Respondent.

CASE NO.: 2024-009

**LOCAL 1107'S OPPOSITION TO
SNHD'S MOTION TO DISMISS**

16 Complainant, Nevada Service Employees Union ("Local 1107"), by and through
17 its counsel, Christensen James & Martin, hereby opposes Southern Nevada Health
18 District's ("SNHD") Motion to Dismiss filed on April 11, 2024, in the above-captioned
19 case. This Opposition is based on the memorandum of points and authorities and any oral
20 argument heard by the Board.

21 **MEMORANDUM OF POINTS AND AUTHORITIES**

22 **I.**

23 **INTRODUCTION**

24 SNHD's Motion appears to only seek partial dismissal. In its Motion, SNHD only
25 addresses the first cause of action. Although SNHD's statement of facts references each
26 cause of action, its argument focuses solely on the first cause of action alleged pursuant
27 to NRS 288.180. SNHD never identifies how its motion applies to any other asserted

1 cause of action. Because SNHD has not filed a timely answer to the Complaint
2 addressing the other causes of action, it is precluded from asserting any affirmative
3 defenses. *See* NAC 288.220(3).

4 **II.**
5 **ARGUMENT**

6 **A. Standard.**

7 A matter may be dismissed for lack of probable cause. NAC 288.375(1). The
8 factual allegations in Local 1107's Complaint are assumed true for the purposes of this
9 Motion. *See Thomas D. Richards v. Police Managers and Supervisors Association*, Item
10 No. 788, Case No. A1-046094 (August 19, 2013). SNHD fails to address this standard in
11 its Motion.

12 Additionally, to the extent SNHD is moving to also dismiss the petition for
13 declaratory order, based upon the title, the Motion should be denied. "Any recognized
14 employee organization or labor organization or government employer may petition the
15 Board for a declaratory order regarding the *applicability or interpretation of any statutory*
16 *provision or of any regulation or decision of the Board*. A copy of the petition must be
17 filed with the Board." NAC 288.380(1) (emphasis added). To be successful, SNHD must
18 therefore show that Local 1107's Petition fails to allege a judiciable controversy. *See Tal*
19 *Harel v. Clark County*, Nevada, Item No. 772B, Case No. A1-046037 (February 14,
20 2012).

21 **B. SNHD does not address the applicable statutory provision or caselaw**
22 **cited in Local 1107's Petition.**

23 The Petition specifically cites to NRS 288.032 and *Douglas County Professional*
24 *Education Assoc., et al. v. Douglas County School District*, Item No. 755A, Case No.
25 A1—046008 (May 31, 2012) for the basis for the requested declaratory order. Local 1107
26 has therefore presented a justiciable controversy under NAC 288.380(1) as it seeks an
27 order on the applicability and/or interpretation of a matter based upon the asserted facts.

1 SNHD never cites NRS 288.032, NAC 288.380(1) or *Douglas County*, so its Motion is
2 facially defective. Probable cause exists and SNHD's Motion to Dismiss must be denied.

3 **C. SNHD' Motion to Dismiss proves that dismissal is improper.**

4 SNHD' Motion to Dismiss (taken in the context of only applying to a prohibited
5 practice complaint) proves the propriety of the matter before the EMRB. A central
6 question that the EMRB must rule upon is whether the SNHD committed a prohibited
7 practice by unilaterally deciding that it need not disclose information to Local 1107
8 unless the parties are negotiating the terms of a collective bargaining agreement. SNHD
9 effectively asserts that the bargaining process ends once parties have signed a collective
10 bargaining agreement. *See e.g.* Motion to Dismiss at 3:12-18. SNHD necessarily ignores
11 NRS 288.032(3) that requires parties to bargain in "good faith with respect to ... [t]he
12 resolution of any question arising under a negotiated agreement." NRS 288.032(3). Note
13 that NRS 288.032(3) is not confined to the mandatory subjects of bargaining set out in
14 NRS 288.150. Indeed, NRS 288.032(3)'s plain and specific language to bargain in good
15 faith encompasses "[t]he resolution of *any question*" and not just questions relating to
16 NRS 288.150. This Board has already determined the matter: To wit, "Accordingly, the
17 Board finds that enforcing the terms of a collective bargaining agreement is an extension
18 of the negotiations process and is covered by the provisions of NRS Chapter 288."
19 *Douglas County, Supra.*

20 This duty requires an employer to provide relevant information that is needed
21 by Local 1107 for the proper performance of its duties. *Detroit Edison Co. v. NLRB*, 440
22 U.S. 301, 303 (1979); *NLRB v. Acme Industrial Co.*, 385 U.S. 432, 435-36 (1967). That
23 obligation extends beyond the period of contractual negotiations to the union's need for
24 information while administering and policing the contract. *NLRB v. Acme Industrial Co.*,
25 *supra*, 436; *Western Massachusetts Electric Co. v. NLRB*, 589 F.2d 42, 46 (1st Cir. 1978).

1 **D. SNHD alleged six causes of action, not just one.**

2 Local 1107 alleges causes of action that are separate and distinct from claims
3 arising under NRS 288.180. Specifically, Local 1107 alleges the following six causes of
4 action:

- 5 1. Failure to provide information under NRS 288.180:
- 6 2. Unilateral Changes to Terms and Conditions of Employment:
- 7 3. Interference & Restraint:
- 8 4. Dominating & Interfering:
- 9 5. Failure to Bargain in Good Faith: and
- 10 6. Sanctions.

11 **E. The other five causes of action are separate and distinct from the first.**

12 In its Motion, SNHD repeatedly addresses to the same cause of action—number
13 one listed above—arguing that a request for information during the grievance process is
14 not the same as one requested in negotiations. SNHD cites *Education Support Employees*
15 *Ass'n v. Clark County School Dist.*, Item No. 607A, EMRB Case No. AI-20 045820
16 (2006) in support of its proposition. It is true that in *Education Support Employees Ass'n*
17 the Board stated, “The duty to provide information under NRS 288.180 is limited to
18 information requested in the negotiations process.” but the Board never definitively
19 defined what constitutes “the negotiation process.” Indeed, no express language in NRS
20 288.180 limits its application to only negotiating the language of a collective bargaining
21 agreement. However, *Education Support Employees Ass'n* was decided in 2006. In 2019,
22 the Nevada Legislature added NRS 288.032 that defined “collective bargaining” to
23 include the “negotiation of an agreement” (NRS 288.032(2)) and the “resolution of any
24 question arising under a negotiated agreement.” NRS 288.032(3).

25 This court assumes that when enacting a statute, the
26 Legislature is aware of related statutes. *Cable*, 122 Nev. at
27 125, 127 P.3d at 531. Moreover, “when a term is defined in
NRS Chapter 116, the statutory definition controls and any
definition that conflicts will not be enforced.” *Boulder*

1 *Oaks Cmty. Ass'n v. B & J Andrews Enters., LLC*. 125 Nev.
397. 406. 215 P.3d 27. 32 (2009).

2 *High Noon at Arlington Ranch Homeowners Ass'n v. Eighth Judicial Dist. Court of Nev.*,
3 133 Nev. 500. 506 (Nev. 2017). This subsequent legislative command that bargaining
4 does not end once a collective bargaining agreement is signed is controlling, not
5 *Education Support Employees Ass'n*. In light of the passage of NRS 288.032, the Board's
6 statement in *Education Support Employees Ass'n* must be applied to the entire bargaining
7 process that by statutory definition includes the resolution of grievances as a question
8 arising under a negotiated agreement.

9 There is no indication in Local 1107's Complaint that all six causes of action
10 hinge on the success of the first one. The other causes of action are independently
11 asserted, though based on the same factual allegations outlined in the Complaint. Other
12 cases support the Local's assertion that failure to disclose information during the
13 grievance process constitutes a prohibited practice. *See, e.g., Douglas County*
14 *Professional Education Assoc., et al. v. Douglas County School District*, Case No. A1-
15 046008. Item No. 755A. 2012 NVEMRB LEXIS 1. *6 (May 31, 2012). *Douglas County*
16 specifically addresses *Education Support Employees Ass'n*, which based its analysis and
17 conclusion solely upon NRS 288.180. Whereas, in *Douglas County*, the Board held that
18 an obligation to provide information during the grievance process arises separately under
19 NRS 288.270(1)(e). As with *Education Support Employees Ass'n*, *Douglas County*
20 *Professional Education Assoc., et al.* was decided before the Legislature's 2019 passage
21 of NRS 288.032, which defines bargaining to include the grievance process. Local 1107's
22 fifth cause of action specifically seeks relief under that provision. In its Motion, SNHD
23 did not analyze *Douglas County*, NRS 288.032, or any other case that may address this
24 issue or any of the other causes of action. Due to SNHD's nonexistent analysis of the
25 merits of Local 1107's other five causes of action, the Motion to Dismiss must be denied.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on April 25, 2024, I caused a true and correct copy of the
3 foregoing Opposition to SNHD's Motion to Dismiss to be filed via email, as follows:

4 Employee-Management Relations Board
5 emrb@business.nv.gov

6 I hereby certify that on April 25, 2024, I served a true and correct copy of the
7 foregoing Opposition to SNHD's Motion to Dismiss on Respondent via electronic mail
8 only to the following recipients, as permitted by NAC 288.070(1)(d)(3):

9 PARKER NELSON & ASSOCIATES, CHTD.
10 2460 Professional Court, Suite 200
11 Las Vegas, NV 89128
12 Theodore Parker, III, Esq.
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14 **CHRISTENSEN JAMES & MARTIN, CHTD.**

15 By: /s/ Natalie Saville
16 Natalie Saville

1 **RPLY**
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3 Nevada Bar No. 4716
4 **MAHOGANY TURFLEY, ESQ.**
5 Nevada Bar No. 13974
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13 *Attorneys for Respondent,*
14 *Southern Nevada Health District*

FILED
May 9, 2024
State of Nevada
E.M.R.B.
10:01 a.m.

15 **STATE OF NEVADA**
16 **GOVERNMENT EMPLOYEE-MANAGEMENT**
17 **RELATIONS BOARD**

18 NEVADA SERVICE EMPLOYEES
19 UNION,
20
21 Complainant,
22
23 v.
24 SOUTHERN NEVADA HEALTH
25 DISTRICT.
26
27 Respondent.

EMRB CASE NO.: 2024-009

**RESPONDENT SOUTHERN NEVADA
HEALTH DISTRICT'S REPLY TO
OPPOSITION TO MOTION TO DISMISS
PETITION FOR DECLARATORY ORDER
OR, ALTERNATIVELY, PROHIBITED
PRACTICES COMPLAINT**

28 COMES NOW, Respondent, SOUTHERN NEVADA HEALTH DISTRICT ("District" or
"Respondent"), by and through its counsel, THEODORE PARKER, III, ESQ. and MAHOGANY
TURFLEY, ESQ., of the law office of PARKER, NELSON & ASSOCIATES, CHTD., and hereby
submits its Reply in Support of its Motion to Dismiss the Complaint for failure to state a claim under
which relief may be granted.

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///
///

1 The District's Reply is based on the attached Points and Authorities, exhibits and all relevant
2 rules of law.

3 DATED this 9th day of May, 2024.

4 **PARKER NELSON & ASSOCIATES, CHTD.**

5 */s/ Mahogany Turfley*

6 **THEODORE PARKER, III, ESQ.**

7 Nevada Bar No. 004716

8 **MAHOGANY TURFLEY, ESQ.**

9 Nevada Bar No. 013974

10 2460 Professional Court, Suite 200

11 Las Vegas, NV 89128

12 *Attorneys for Respondent,*

13 *Southern Nevada Health District*

14 **POINTS AND AUTHORITIES**

15 **I.**

16 **INTRODUCTION**

17 In its Complaint, NEVADA SERVICE EMPLOYEES UNION aka SERVICE EMPLOYEES
18 INTERNATIONAL UNION, LOCAL 1107 ("Local 1107" or "Union"), claims two primary violations
19 — a violation of a duty to bargain in good faith which constitutes a unilateral change to terms and
20 conditions of employment and interfering, restraining, or coercing any employee in the exercise of
21 any right guaranteed. Specifically, the Union alleges the District committed the violations when it
22 failed to provide information required by NRS 288.180 related to grievances.

23 **II.**

24 **DISCUSSION**

25 **A. The Duty to Bargain in Good Faith**

26 NRS 288.270(1)(e) deems it a prohibited labor practice for a local government employer to
27 bargain in bad faith with a recognized employee organization. A unilateral change to the bargained for
28 terms of employment is regarded as a *per se* violation of this statute. A unilateral change also violates
NRS 288.270(1)(a). *O'Leary v. Las Vegas Metropolitan Police Dep't*, Item No. 803, EMRB Case No.
A1-046116 (2015); *Jackson v. Clark County*, Case No. 2018-007, Item No. 837 (2019).

///

1 NRS 288.270(1)(e) prohibits refusing to collectively bargain in good faith as required by NRS
2 288.150. NRS 288.150 provides the well-established list of mandatory subjects of bargaining. Under
3 the unilateral change theory, an employer commits a prohibited labor practice when it changes the
4 terms and conditions of employment without first bargaining in good faith with the recognized
5 bargaining agent. *Boykin v. City of N. Las Vegas Police Dep't*, Case No. A1-045921, Item No. 674E
6 (2010); *City of Reno v. Reno Police Protective Ass'n*, 118 Nev. 889, 59 P.3d 1212 (2002); *Kerns v.*
7 *LVMPD*, Case No. 2017-010 (2018).

8 The Union bases its claims on its belief that the District refused to provide information related
9 to grievances.. As indicated, a violation of NRS 288.270(1)(a) hinges upon interfering, restraining, or
10 coercing any employee in the exercise of any guaranteed right. It is of critical importance when
11 analyzing applicable related precedent to not conflate the rights upon which a NRS 288.270(1)(a)
12 violation is found.

13 Pursuant to NRS 288.270(1)(a), “[t]he test is whether the employer engaged in conduct, which
14 may reasonably be said, tends to interfere with the free exercise of employee rights.” *Juvenile Justice*
15 *Supervisors Ass'n v. County of Clark*, Case No. 2017-020, Item No. 834 (2018), citing *Clark Cty.*
16 *Classroom Teachers Ass'n v. Clark County Sch. Dist.*, Item 237 (1989). There are three elements to
17 a claim of interference with a protected right: “(1) the employer’s action can be reasonably viewed as
18 tending to interfere with, coerce, or deter; (2) the exercise of protected activity [by NRS Chapter 288];
19 and (3) the employer fails to justify the action with a substantial and legitimate business reason.”
20 *Billings and Brown v. Clark County*, Item No. 751 (2012); citing *Medeco Sec. Locks, Inc. v. NLRB*,
21 142 F.3d 733, 745 (4th Cir. 1988); *Reno Police Protective Ass'n v. City of Reno*, 102 Nev. 98, 101,
22 715 P.2d 1321, 1323 (1986).

23 The Union asserts that members of Local 1107 had a right to be represented by Local 1107
24 pursuant to NRS 288.150(1) in relation to the District’s actions. The Union argues that the District’s
25 actions interfered that with those rights by refusing to recognize Local 1107 and refusing to deal with
26 Local 1107 as the employees’ bargaining agent. Respondent’s actions did not tend to interfere, restrain,
27 or coerce any employees in the exercise of their right to engage in collective bargaining through their
28 exclusive representative or have union representation. The District’s Response and Motion to Dismiss

1 allege any claimed failures to provide information to the Union related to grievances. either 1) was not
2 requested in the negotiations process (The duty to provide information to bargaining agent under NRS
3 288.180 was limited solely to information requested in the negotiations process.) NRS 288.180.
4 *Education Support Employees Ass'n v. Clark County School Dist.*, Item No 607A. EMRB Case No.
5 AI-20 045820 (2006)). 2) exceeded the scope of what is required under NRS 288.180. and/or 3) met
6 the balancing test (*Douglas County Professional Education Association and Douglas County Support*
7 *Staff Organization vs. Douglas County School District*).

8 The Board has generally stated that one component to the claim of interference with a protected
9 right is that "the employer fails to justify the action with a substantial and legitimate business reason."
10 *Billings and Brown v. Clark County*, Item No. 751 (2012), citing *Medeco Sec. Locks, Inc. v. NLRB*,
11 142 F.3d 733, 745 (4th Cir. 1988); *Reno Police Protective Ass'n v. City of Reno*, 102 Nev. 98, 101,
12 715 P.2d 1321, 1323 (1986). Here, any action by the District related to providing information to the
13 Union related to the grievance procedures met the balancing test and was justified based upon
14 substantial and legitimate business reason. Considering the District's justification, purpose, and
15 motives the District did not interfere with any guaranteed rights, and thus, the District's actions did
16 not tend to interfere, restrain, or coerce any employees in the exercise any right. This is not only
17 supported by persuasive precedent, NRS 288 (cited above and further below), but also by District's
18 citations to the record.

19 Respondent's Response to Petition for Declaratory Order or, Alternatively, Prohibited
20 Practices Complaint is incorporated by reference herein.

21 **B. Pursuant To Article 16 Of The CBA Denial Of Promotions Are Not Subject To The**
22 **Grievance And Arbitration Procedures And Promotion/Hiring Is Not Within The Scope**
23 **Of Mandatory Bargaining Pursuant To NRS 288.150(3)(a)**

24 The Union claims:

25 On or around October 26, 2023, Local 1107 requested information regarding notes and
26 communications related to the interview process from SNHD for the purpose of
27 representing a grievant that was denied a promotional position. Local 1107 requested
28 any notes and/or written communication related to the interview process and how the
notes were used, as well as all notes taken during the interview process for all applicants
including interview notes evaluating each applicant. SNHD denied Local 1107's
request and provided no responsive documents, stating that it makes hiring decisions
based upon its "established uniform practices and methods of selection. [SNHD]
continues to utilize the same process for recruitment which has been practiced, and not
cited as a violation of the CBA prior, since onset of the current contract."

1 As an initial matter, denial of a promotion is not subject to the grievance procedures under the
2 parties' current CBA. Pursuant to Article 16, Grievance and Arbitration Procedure, disputes subject
3 to the grievance procedures are: 1A) discipline, and 1B) contract interpretation/application.
4 Additionally, the District's duty to provide information to bargaining agent under NRS 288.180 is
5 limited solely to information requested in the negotiations process. The Union's Complaint does not
6 allege any of the information was requested in the negotiations process. Additionally, NRS 288 makes
7 no mention of the notes and communications related to the interview process in any of the above
8 subjects of mandatory bargaining, therefore this request exceeded the scope of what is required under
9 NRS 288.180.

10 To the contrary, NRS 288.150(3)(a) identifies those subject matters which are **NOT** within the
11 scope of mandatory bargaining and which are reserved to the local government employer without
12 negotiation. These include the right to hire, direct, assign or transfer an employee, but excluding the
13 right to assign or transfer an employee as a form of discipline. The District has the power to hire, or
14 not to hire, an employee for any cause, as long as its actions are not discriminatory. Thus, the District's
15 right/decision to hire an employee, including whether to promote an employee or hire another
16 employee, is not subject to bargaining and is reserved to the District. Upon reviewing the information
17 discussed during the grievance meeting, the District is denying the grievance based on NRS
18 288.150.3(a), as previously notated, and therefore, not required to provide recruitment documentation.
19 The District informed the Union of its right to hire the most suited candidate. The Union agreed to
20 withdraw its grievance regarding the matter. The Union failed to plead facts sufficient to substantiate
21 violations of NRS 288.180, NRS 288.270, NRS 288.150(1). Therefore, the Union's Complaint should
22 be dismissed.

23 **C. The Complaint Should Be Dismissed Pursuant To The Balancing Test**

24 The Union's Petition/Complaint cites to Case No. A1-046008, *Douglas County Professional*
25 *Education Association and Douglas County Support Staff Organization vs. Douglas County School*
26 *District* (05/03/12). While the Board found that under NRS 288.270(1)(e) and NRS 288.270(2)(a), the
27 parties' duty to bargain in good faith extends through the duration of a collective bargaining agreement
28 and requires the parties to respond to requests for information necessary to enforce the terms of a

1 collective bargaining agreement. The Board has also found that the duty to respond to requested
2 information is not absolute. The Board stated in *Douglas* that the type of response that will satisfy the
3 duty will depend upon the circumstances of a particular request. The Board also stated that a local
4 government employer has the duty to provide requested information only when the bargaining agent's
5 interest in the requested information outweighs the local government employer's concerns about
6 releasing the information. The Board states it employs a balancing test to requests in order to determine
7 whether the good faith bargaining requirements of NRS 288.270 warrant disclosure.

8 The Union claims:

9 On or around November 27, 2023, Local 1107 submitted a request for information to
10 SNHD during the grievance process regarding the statements used to determine
11 discipline of the grievant, Tina Gillam. SNHD responded that it "maintains the right
12 not to provide discovery documents to include names of complainants and investigatory
13 notes acquired during the investigation." SNHD refused to produce any documents in
14 conjunction with its response.

15 The District's duty to provide information to bargaining agent under NRS 288.180 is limited
16 solely to information requested in the negotiations process. The Union's Complaint does not allege
17 that the information was requested in the negotiation process. Additionally, NRS 288 does not require
18 the disclosure of investigatory notes and names of complainants/employees. The Union's request
19 exceeds the scope of NRS 288.

20 As stated in the District's response to the Union's request for information, the District cannot
21 simply release its investigatory notes and names of complainants/employees to the Union. There are
22 privacy concerns regarding release of the District's investigatory notes of investigations conducted by
23 a fact finder, as well as releasing the name of Complainants. The District informed the Union that
24 releasing Complainant's names could "jeopardize the safety of staff filing a complaint for bullying or
25 harassment in the workplace." The Union failed to establish the Union's interest in the requested
26 information outweighs the District's concerns about releasing the information. The District's decision
27 not to jeopardize the safety of staff filing a complaint for bullying or harassment in the workplace was
28 an implementation of balancing test, and was not for the purpose of refusing to recognize Local 1107
and refusing to deal with Local 1107 as the employees' bargaining agent or to prevent Local 1107
from receiving information to allow it to fully represent its bargaining unit members. Accordingly, the

1 Union is unable establish the District’s violation of a duty to bargain in good faith which constitutes a
2 unilateral change to terms and conditions of employment, or that the District interfered, dominated,
3 restrained, or coerced any employee in the exercise of any right guaranteed.

4 The District did not refuse to provide any information to the Union. Rather, the District
5 attempted to provide information in an attempt to satisfy the Union’s interest while still attempting to
6 maintain the Union employee’s expectation of privacy. The District took reasonable steps to satisfy
7 its duty to provide necessary information to the Union in the Gillam grievance. The Union failed to
8 plead facts sufficient to substantiate violations of NRS 288.180, NRS 288.270, NRS 288.150(1).
9 Therefore, the Union’s Complaint should be dismissed.

10 The Union claims:

11 On or around January 18, 2024, Local 1107 requested information related to another
12 grievance on behalf of all employees affected by SNHD’s disciplinary procedure.
13 SNHD denied Local 1107’s request for information stating that there is no contractual
discovery clause that requires SNHD to provide information.

14 The District’s duty to provide information to bargaining agent under NRS 288.180 is limited
15 to information requested in the negotiation process. The Union’s Complaint does not identify what
16 information was requested in the negotiation process. The The Union’s Complaint also failed to
17 establish that the Union’s interest in the requested information outweighs the District’s privacy
18 concerns about releasing the information. The Union is unable establish the requested information met
19 the Board’s balancing test. The Union failed to plead facts sufficient to substantiate violations of NRS
20 288.180, NRS 288.270, NRS 288.150(1). Therefore, the Union’s Complaint should be dismissed.

21 The Union claims:

22 On or around January 18, 2024, Local 1107 and SNHD held an informal meeting
23 regarding the denial of a request for information related to Administrative Secretaries.
24 SNHD denied the request “based on the fact that there is no contractual discovery
clause that requires [SNHD] to provide the information.” SNHD has denied many other
requests for information with no basis in law or contract.

25 The District’s duty to provide information to bargaining agent under NRS 288.180 is limited
26 to information requested in the negotiation process. The Union’s Complaint does not identify what
27 information was requested in the negotiation process. The Union failed to establish that the specific

28 ///

1 information requested outweighs the District's concerns about releasing the information. The Union
2 is unable establish the requested information met the Board's balancing test.

3 The District did not refuse to provide any information to the Union. Rather, the District held a
4 grievance meeting on February 6, 2024, and thereafter provided information to satisfy the Union's
5 interest while still attempting to maintain the Union employee's expectation of privacy. Specifically,
6 the District provided the May 17, 2023, new employment opportunity, administrative secretary job
7 bulletin/position overview, and a list of senior administration and administration assistants and their
8 managers. By providing the requested documents, the District met the request of the Union as
9 discussed during the grievance meeting on February 6, 2024. The District took reasonable steps to
10 satisfy its duty to provide necessary information to the Union. The Union failed to plead facts sufficient
11 to substantiate violations of NRS 288.180, NRS 288.270, NRS 288.150(1).

12 The facts do not support the Union's allegations against the District. The District did not
13 interfere, restrain, or coerce any employee in the exercise of protected right. To the contrary, the
14 District's actions are justified in its attempt to protect the privacy interest of its employees. The
15 District's legitimate privacy concerns about releasing the information outweigh the Union's interest.

16 **III.**

17 **CONCLUSION**

18 Based upon the above facts and legal authorities, the District respectfully requests the Union's
19 Complaint be dismissed.

20 DATED this 9th day of May, 2024.

21 **PARKER NELSON & ASSOCIATES, CHTD.**

22 */s/ Mahogany Turfley*

23 **THEODORE PARKER, III, ESQ.**

24 Nevada Bar No. 004716

25 **MAHOGANY TURFLEY, ESQ.**

26 Nevada Bar No. 013974

27 2460 Professional Court, Suite 200

28 Las Vegas, NV 89128

Attorneys for Respondent,

Southern Nevada Health District

1 CERTIFICATE OF SERVICE

2 I certify that I am an employee of the LAW OFFICE OF PARKER, NELSON &
3 ASSOCIATES, CHTD., and that on this 9th day of May, 2024. I filed a copy of the forgoing
4 **RESPONDENT SOUTHERN NEVADA HEALTH DISTRICT'S REPLY TO OPPOSITION**
5 **TO MOTION TO DISMISS PETITION FOR DECLARATORY ORDER OR,**
6 **ALTERNATIVELY, PROHIBITED PRACTICES COMPLAINT** via email as follows:

7 Department of Business and Industry
8 Employee Management Relations Board
9 3300 W. Sahara Ave., Suite 490
10 Las Vegas, NV 89102
11 (702) 486-4505
12 Fax No.: (702) 486-4355
13 Email: emrb@business.nv.gov

14 I further certify that on this 9th day of May, 2024. I served a copy of the foregoing
15 **RESPONDENT SOUTHERN NEVADA HEALTH DISTRICT'S REPLY TO OPPOSITION**
16 **TO MOTION TO DISMISS PETITION FOR DECLARATORY ORDER OR,**
17 **ALTERNATIVELY, PROHIBITED PRACTICES COMPLAINT** on the party(s) set forth below:

- 18 X By E-mail: by electronic mail delivering the document(s) listed above to the e-mail address(es)
19 set forth below on this date before 5:00 p.m.
- 20 X Placing an original or true copy thereof in a sealed envelope placed for collection and mailing
21 in the United States Mail, at Las Vegas, NV, postage prepaid, following ordinary business
22 practices.

23 Evan L. James, Esq.
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/s/ Staci D. Ibarra
An employee of Parker, Nelson & Associates, Chtd.