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Las Vegas, Nevada 89109

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11 **STATE OF NEVADA**
12 **LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT**
13 **RELATIONS BOARD**

14 CLARK COUNTY)
15)
16) EMRB Case No.
17 Complainant,)
18)
19 Vs.)
20) **COMPLAINT**
21 SERVICE EMPLOYEES)
22 INTERNATIONAL UNION,)
23 LOCAL 1107)
24)
25 Respondent.)

26 Clark County (hereinafter "the County"), by and through its counsel of record,
27 the law firm of Fisher & Phillips, LLP, hereby makes the following complaint pursuant
28 to NRS 288.270 and 288.280.

1. Clark County is a local government employer as defined by N.R.S.
288.060. Clark County's address is 500 S. Grand Central Parkway, 3rd Floor, Las
Vegas, NV 89155-1791.

2. The Service Employees International Union, Local 1107 (hereinafter,
"the Union" or "Respondent") is an employee organization as defined by N.R.S.
288.040. Respondent's address is 3785 E. Sunset Road, Las Vegas, 89120.

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3. The parties' most recent collective bargaining agreement was effective from April 19, 2011 to June 30, 2011.

4. The parties began bargaining for a new collective bargaining agreement on June 16, 2011.

5. During the June 16, 2011 and June 21, 2011 bargaining sessions the County and Union negotiated and agreed upon ground rules.

The Union's Refusal to Bargain at Reasonable Times

6. During the June 21, 2011 bargaining session, the County informed the Union that it wished to engage in bargaining as often as possible in order to reach a new collective bargaining agreement. The County told the Union that it did not want to repeat the prolonged bargaining that led to the previous truncated collective bargaining agreement from April 19, 2011 to June 30, 2011. (The County's fiscal year was from July 1, 2010 to June 30, 2011.)

7. During the June 21, 2011 bargaining session, the County also informed the Union about the \$42 million General Fund structural deficit that it was facing for the 2012 fiscal year. The County explained that a collective bargaining agreement would provide it with more certainty regarding its budget, and, with pay freezes and/or reductions a possible part of a new collective bargaining agreement, provide some relief relating to the looming deficit.

8. After explaining its rationale for wanting to engage in bargaining at reasonable times, the County, on June 21, 2011 and thereafter, offered to meet weekly for collective bargaining sessions, and provided the Union multiple dates that it was available to bargain.

1 9. In particular, the County informed the Union that it wished to meet
2 during the week of June 27, 2011. However, the Union informed the County that it
3 could not meet for bargaining until July 7, 2011.

4 10. The County also requested that the Union meet on July 14, 2011. The
5 Union agreed to consider that date but responded on June 23, 2011 that it would only
6 be able to meet at the July 7, 2011 session.

7 11. During the July 7, 2011 bargaining session, the County again attempted
8 to schedule bargaining sessions with the Union for the next week. Initially, the Union
9 refused to meet any earlier than August 3, 2011, almost one month later.

10 12. On July 18, 2011, the County e-mailed the Union requesting a
11 bargaining session for July 22, 2011, and at least one meeting the following week.
12 The County again stated its concern about fiscal problems and the need to bargain at
13 reasonable times. The Union did not respond to this request.

14 13. The parties did not meet again until August 3, 2011, the initial (and
15 only) date proposed by the Union at the July 7, 2011 bargaining session.

16 14. During the August 3, 2011 bargaining session, the County offered to
17 bargain the following week on the dates of August 9, 2011 or August 12, 2011, and
18 then on the following dates of August 19, 2011 or August 22, 2011.

19 15. In response to the County's variety of offered dates for bargaining (and
20 despite the County's repeated explanations regarding why it wished to engage in
21 bargaining), the Union's Chief Spokesperson stated that he did not know why the
22 County wanted to bargain so quickly. The Union refused to consider the multiple
23 earlier dates (or to provide the County with alternative dates) and stated that it would
24 meet no earlier than August 19, 2011.
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1 16. The Union also informed the County that it did not have to disclose its
2 reasons for refusing to schedule earlier additional bargaining sessions, and instead
3 simply stated that this was “how they operate.”

4 17. During the August 19, 2011 bargaining session, the Union offered only
5 the single date of September 15, 2011 for the next bargaining session (again almost
6 one month later). The Union did not provide any alternative dates.

7 18. Despite the stated willingness of the County to engage in collective
8 bargaining at reasonable times (and despite the County’s frequent offers of concrete
9 additional dates for negotiation), the Union has met on only three occasions in the two
10 months since the parties agreed to ground rules. By the time the parties engage in
11 bargaining again on September 15, 2011 (the one and only date offered by the Union),
12 the County will be almost three months into its fiscal year, which started on July 1,
13 2011. Further, the Union has informed the County that it has no urgency to engage in
14 collective bargaining, and by its conduct has held the County hostage to its seemingly
15 non-negotiable once-a-month bargaining schedule.
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18 *The Union's Foot Dragging While Engaging in Bargaining*

19 19. In addition to its refusal to engage in collective bargaining at reasonable
20 times, the Union has engaged in dilatory conduct while actually engaging in collective
21 bargaining.

22 20. On July 7, 2011, the parties agreed to begin the negotiation session at
23 9:45 a.m. However, the Union delayed the start time until 10:15 a.m.

24 21. Once the bargaining session finally began on July 7th, the Union took an
25 unnecessary and prolonged caucus session from 12:30 p.m. to 3:08 p.m., more than 2
26 ½ hours.
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1 30. The Union President informed the County's bargaining team that the
2 documents were a petition stating that Union members would no longer consider
3 financial articles.

4 31. The County's initial bargaining position (which still remained as its
5 position after only two previous negotiation sessions), was that it was seeking cost
6 savings.

7 32. The Union President further stated that the Union members at the pep
8 rally had made it clear that they were not interested in negotiating any further
9 regarding the financial articles. Following this statement, the more than 70 Union
10 members in the main assembly room gave the Union President a standing ovation.

11 33. The Union bargaining team proceeded to follow this alleged directive
12 from its members by refusing to discuss any financial issues during the August 19th
13 negotiation session.

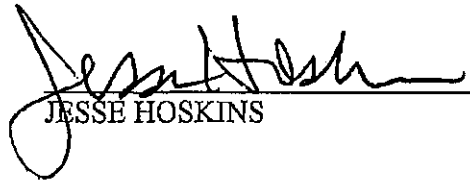
14 34. This conduct by the Union on August 19th, coupled with the Union's
15 offering only a single date (September 15, 2011, almost a month later) for continued
16 bargaining, created the clear impression that any attempts by the County to bargain
17 further with the Union regarding financial proposals would be fruitless.

18 35. The Union's conduct in repeatedly failing to provide dates that it would
19 be able to engage in bargaining sessions at reasonable times, repeatedly failing to
20 schedule bargaining sessions at reasonable times, repeatedly showing up late for
21 scheduled bargaining sessions, repeatedly taking unnecessary and/or prolonged caucus
22 sessions, and stating that it would no longer engage in bargaining regarding financial
23 articles, constitutes a failure to bargain in good faith which is a prohibited practice
24 under NRS 288.270 (2)(b).
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3 VERIFICATION

4 Under the penalties of perjury, the undersigned declares that he is the Director
5 of Human Resources for Clark County and knows the contents of the foregoing
6 Complaint; that the pleading is true of his own knowledge, except as to those matters
7 stated on information and belief, and that as to such matters he believes them to be true.

8 DATED this 8th day of September 2011.

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10 
11 JESSE HOSKINS

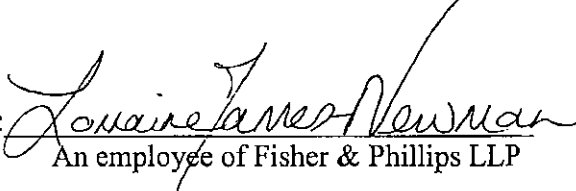
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CERTIFICATE OF MAILING

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2 This is to certify that on the 8th day of September 2011, the undersigned, an
3 employee of Fisher & Phillips LLP, placed a copy of the foregoing COMPLAINT in
4 the United States Mail, postage prepaid, by certified mail, return receipt requested, and
5 addressed as follows:

6 Mr. Al Martinez
7 President
8 SEIU, Local 1107
9 3785 E. Sunset Road
10 Las Vegas, NV 89120
11 **CERTIFIED MAIL #7005 1820 0003 5173 8802**

12 By: 
13 An employee of Fisher & Phillips LLP
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