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**STATE OF NEVADA**  
**GOVERNMENT EMPLOYEE-MANAGEMENT**  
**RELATIONS BOARD**

ASSOCIATION OF PROFESSIONAL-  
TECHNICAL ADMINISTRATORS,  
  
Complainant,  
v.  
WASHOE COUNTY SCHOOL DISTRICT,  
  
Respondent;

Case No. 2023-015

WASHOE COUNTY SCHOOL DISTRICT,  
  
Complainant,  
v.  
ASSOCIATION OF PROFESSIONAL-  
TECHNICAL ADMINISTRATORS,  
  
Respondent;

Case No. 2023-023

WASHOE COUNTY SCHOOL DISTRICT,  
  
Complainant,  
v.  
WASHOE SCHOOL PRINCIPALS'  
ASSOCIATION,  
  
Respondent;

Case No. 2023-024

WASHOE SCHOOL PRINCIPALS'  
ASSOCIATION,  
  
Complainant,  
v.  
WASHOE COUNTY SCHOOL DISTRICT  
  
Respondent.

Case No. 2023-031

**STIPULATION TO RESOLVE  
OUTSTANDING MOTIONS**

1 IT IS HEREBY STIPULATED AND AGREED, by and between the parties hereto, by and  
2 through their representatives of record, RONALD J. DREHER of ASSOCIATION OF  
3 PROFESSIONAL-TECHINCAL ADMINSTRATORS (APTA) and WASHOE SCHOOL  
4 PRINCIPALS' ASSOCIATION (WSPA) and ANTHONY L. HALL of WASHOE COUNTY  
5 SCHOOL DISTRICT (WCSD) that outstanding issues on the above-entitled cases shall be resolved as  
6 follows:

7 **With respect to Case 2023-015; APTA v. WCSD**

- 8 1. WCSD shall file its answer to the Second Amended Complaint no later than November 8, 2023,  
9 if it has not done so already.
- 10 2. WCSD agrees not to file a motion to dismiss to the Second Amended Complaint, and if it has  
11 done so already, agrees that EMRB staff shall have the authority to rescind that motion to  
12 dismiss.
- 13 3. APTA and WCSD agree to consolidate this case with case 2023-023, which shall be known as  
14 Consolidated Case 2023-015.
- 15 4. WCSD agrees to rescind the pending motion to expedite the hearing or stay the arbitration.  
16

17 **With respect to Case 2023-023; WCSD v. APTA**

- 18 1. APTA shall rescind the pending motion to dismiss.
- 19 2. The parties agree that rescinding the pending motion to dismiss will make moot WCSD's  
20 pending motion to extend time to file its opposition to that motion to dismiss.
- 21 3. APTA agrees to allow WCSD to file a First Amended Complaint, which has been attached to  
22 WCSD's pending motion to amend its complaint and both parties further agree to allow EMRB  
23 staff to administratively file the proposed amended complaint forthwith.
- 24 4. APTA shall file its answer within twenty (20) days of the filing of the First Amended Complaint  
25 and further agrees not to file a motion to dismiss the First Amended Complaint.
- 26 5. APTA and WCSD agree to consolidate this case with 2023-015, which shall be known as  
27 Consolidated Case 2023-015.

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**With respect to Consolidated Case 2023-015; APTA v. WCSD**

1. In lieu of separate prehearing statements for the two individual cases, prehearing statements shall be filed for this consolidated case by both parties no later than 21 days from the date of the answer to the Second Amended Complaint referenced under case 2023-015 or the First Amended Complaint under case 2023-023, whichever is later.
2. The parties agree to work with the Board in the scheduling of a hearing on the case so that a decision could be rendered by the Board in time for the pending impasse arbitration between the parties currently scheduled for February 20-21, 2024.
3. The parties agree that the following additional question shall be decided by the Board at the hearing, namely whether NRS 288.200 or NRS 288.217 apply to impasse proceedings between the parties.
4. The parties agree to waive the right to file closing briefs at the afore-mentioned hearing and instead shall give oral closing arguments.

**With respect to Case 2023-024; WCS D v. WSPA**

1. WSPA shall rescind the pending motion to dismiss.
2. The parties agree that rescinding the pending motion to dismiss will make moot WCS D's pending motion to extend time to file its opposition to that motion to dismiss.
3. WSPA agrees to allow WCS D to file a First Amended Complaint, which will be provided to the EMRB by October 25, 2023, and both parties further agree to allow EMRB staff to administratively file the proposed amended complaint forthwith.
4. WSPA shall file its answer within twenty (20) days of the filing of the First Amended Complaint and further agrees not to file a motion to dismiss the First Amended Complaint.
5. WSPA and WCS D agree to consolidate this case with 2023-031, which shall be known as Consolidated Case 2023-024.
6. WCS D agrees to rescind the pending motion to expedite the hearing or stay the arbitration.

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**With respect to Case 2023-031; WSPA v. WCSD**

1. WSPA and WCSD agree to consolidate this case with 2023-024, which shall be known as Consolidated Case 2023-024.

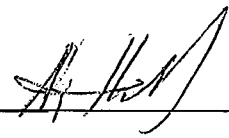
**With respect to Consolidated Case 2023-024; WCS D v. WSPA**

1. In lieu of separate prehearing statements for the two individual cases, prehearing statements shall be filed for this consolidated case by both parties no later than 21 days from the date of the answer to the First Amended Complaint under case 2023-024.
2. The parties agree to work with the Board in the scheduling of a hearing on the case so that a decision could be rendered by the Board in time for the pending impasse arbitration between the parties currently scheduled for January 17-18, 2024.
3. The parties agree to waive the right to file closing briefs at the afore-mentioned hearing and instead shall give oral closing arguments.

DATED this 24<sup>th</sup> day of October 24, 2023.

By /s/Ronald J. Dreher

Representative for APTA and WSPA

By  \_\_\_\_\_

Representative for WCSD

**ORDER**

UPON CONSIDERING the Stipulation to Resolve Outstanding Motions, said stipulation is hereby granted.

Dated this 8<sup>th</sup> day of November 2023.

GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD

BY: \_\_\_\_\_  
BRENT C. ECKERSLEY, Chair

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STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

WASHOE COUNTY SCHOOL DISTRICT,  
Complainant,  
v.  
WASHOE SCHOOL PRINCIPALS’  
ASSOCIATION,  
Respondent.  

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WASHOE SCHOOL PRINCIPALS’  
ASSOCIATION,  
Complainant,  
v.  
WASHOE COUNTY SCHOOL DISTRICT,  
Respondent.

Case No. 2023-024  
(CONSOLIDATED WITH 2023-031)

**NOTICE OF HEARING**

TO: Complainant<sup>1</sup> and its attorney, Anthony L. Hall, Esq. and Jonathan A. McGuire, Esq. of Simons Hall Johnston PC; and  
TO: Respondent<sup>2</sup> and its attorney, Ronald J. Dreher, Esq.;

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE pursuant to NRS 233B.121(2), that the Government Employee-Management Relations Board (“Board”) will conduct a hearing in the above-captioned matter:

**Panel**

<sup>1</sup> The use of the term Complainant is based on case 2023-024.  
<sup>2</sup> The use of the term Respondent is based on case 2023-024.

1 This case has been assigned to the Full Board. Pursuant to NAC 288.271(3) the presiding officer  
2 shall be Tammara Williams.

3  
4 **Dates and Times of Hearing**

5 Thursday, January 11, 2024 at 8:15 a.m.; and continuing on Friday, January 12, 2024 at 8:15  
6 a.m.

7  
8 **Location of Hearing**

9 The hearing will be held in the Carl Dodge Conference Room, which is located at the EMRB  
10 Office located on the fourth floor of the Nevada State Business Center, 3300 W. Sahara Avenue, Las  
11 Vegas, NV 89102. The hearing will also be held virtually using a remote technology system called  
12 WebEx. The attorneys of record, witnesses, court reporter, the Deputy Attorney General assigned to the  
13 EMRB and one or more of the panel members will be present via WebEx. The remaining panel  
14 members and Commissioner will be present in-person. Preliminary motions will be heard at the  
15 beginning of the hearing. The Panel may deliberate and take possible action on this case after the  
16 hearing has concluded.

17  
18 **Details Regarding Events Prior to the Hearing**

19 1. Pursuant to NAC 288.273, the EMRB Commissioner will hold a prehearing conference on  
20 **Monday, December 18, 2023 at 10:00 a.m.** The prehearing conference will be held using the WebEx  
21 online software platform. The Board Secretary will send log-in instructions to the attorneys of record  
22 prior to the prehearing conference. The prehearing conference will use the WebEx online software  
23 platform so that the computer, software, camera, and microphone may be tested.

24 Also, at the prehearing conference an attempt will be made to formulate or simplify the issues;  
25 obtain admissions of fact which will avoid unnecessary proof; discuss proposed exhibits; limit the  
26 number of witnesses; and establish any other procedure which may expedite the orderly conduct and  
27 disposition of the proceedings.



1 **Complainant's Statement of Issues of Fact**

- 2 1. Issues of Fact #1 - #116 are incorporated herein by reference.

3 **Complainant's Statement of Issues of Law**

- 4 1. Whether WSPA failed to bargain in good faith in violation of NRS 288.270.
- 5 2. Whether WSPA engaged in surface bargaining.
- 6 3. Whether WSPA was obligated to bargain over mandatory issues of bargaining contained within
- 7 NRS 288.150.
- 8 4. Whether WSPA's proposals at the bargaining table indicate that they failed to bargain in good
- 9 faith in violation of NRS 288.270.
- 10 5. Whether WSPA's actions demonstrate a lack of an intent to reach an agreement.
- 11 6. Whether WSPA improperly declared impasse pursuant to NRS 288.217.
- 12 7. Whether WSPA and WCSD engaged in four (4) sessions of negotiation.
- 13 8. Whether WSPA and WCSD were truly at impasse when WSPA declared impasse when WCSD
- 14 still had proposals to present.
- 15 9. Whether in the context of NRS 288.217(2) "impasse" has a specific meaning as explained by the
- 16 NLRB.
- 17 10. Whether WSPA's conduct in this case is inconsistent with the purposes of NRS Chapter 288.
- 18 11. Whether WSPA is permitted to declare impasse pursuant to NRS 288.217.
- 19 12. Whether WSPA's membership all falls within the categories of teachers or education support
- 20 personnel as defined by NRS 288.217(12)(b).
- 21 13. Whether WSPA should be compelled to produce all responsive data in response WCSD's
- 22 request for information.
- 23 14. Whether WCSD is entitled to its requested relief of: (1) an expedited ruling on its Complaint or a
- 24 stay of the arbitration; (2) an order requiring the Parties to return to the bargaining table for a
- 25 minimum of three (3) eight (8) hour negotiation sessions.
- 26 15. Whether WSPA promptly initiated and scheduled bargaining.
- 27 16. Whether WSPA was obligated to agree to or negotiate ground rules.

28 //



1 17. Whether WCSD is required to communicate all details regarding logistics and scheduling of all  
2 meetings with the entire WSPA negotiation term or whether NRS 288.150 is limited to requiring  
3 WCSD to negotiate with the entire WSPA negotiation team regarding mandatory subjects of  
4 bargaining.

5 18. Whether WCSD's responses to requests for information were proper?

6 19. Whether WCSD has engaged in direct dealing?

7 20. Whether WSPA's request for an arbitration panel was premature and improper?

8 **Respondent's Statement of Issues of Fact**

9 1. Issues of Fact #1 - #49 are incorporated herein by reference.

10 **Respondents' Statement of Issues of Law**

11 1. Whether the District's failure to promptly begin negotiations constitutes a prohibited practice  
12 under NRS 288.180.

13 2. Whether the District's refusal to discuss ground rules constitutes a prohibited practice under NRS  
14 288.180.

15 3. Whether the District's refusal to keep scheduled meetings and to meet at regular, reasonable  
16 intervals constitutes a prohibited practice under NRS 288.032, NRS 288.150, NRS 288.180 and  
17 NRS 288.270.

18 4. Whether the District's failure and refusal to communicate with all WSPA's designated  
19 representatives constitutes a prohibited practice under NRS 288.150 and NRS 288.270.

20 5. Whether the District's refusal to provide requested information to WSPA that WSPA deems  
21 necessary and relevant for negotiations and to enforce the CBA constitutes a prohibited practice  
22 under NRS 288.180 and NRS 288.270.

23 6. Whether the District's direct negotiations with the WSPA membership, outside of and without  
24 the consent of the designated representatives, is direct dealing or "end-run bargaining," and is a  
25 prohibited practice under NRS 288.150, NRS 288.220 and NRS 288.270.

26 7. Whether the District's actions of directly contacting WSPA membership, outside of and without  
27 the consent of WSPA's designated representatives, constitutes direct dealing or "end-run  
28

1 bargaining,” and an attempt to dominate, interfere or assist in the formation or administration of  
2 any employee organization and is a prohibited practice under NRS 288.220 and NRS 288.270.

3 8. Whether the District’s attempt to hold itself out as the protector of WSPA membership is direct  
4 dealing or “end-run bargaining,” and is a prohibited practice under NRS 288.032, NRS 288.150,  
5 NRS 288.220 and NRS 288.270.

6 9. Whether the District’s attempt to negotiate mandatory topics of bargaining directly with WSPA’s  
7 membership is direct dealing or “end-run bargaining,” and is a prohibited practice under NRS  
8 288.032, NRS 288.150, NRS 288.220, and NRS 288.270.

9 10. Whether the Districts attempt to undercut the Association’s status with its members and to  
10 influence negotiations is direct dealing or “end-run bargaining,” and is a prohibited practice  
11 under NRS 288.032, NRS 288.220 and NRS 288.270.

12 11. Whether the District has discriminated against WSPA and its designated representatives for  
13 personal and political reasons in violation of NRS 288.270.

14 12. Whether WSPA’s declaration of impasse was proper under NRS 288.270.

15 13. Whether the District’s refusal to meet and select an arbitrator in the required timeframes is a  
16 prohibited practice under NRS 288.200, NRS 288.217, and NRS 288.270.

17  
18 This Notice of Hearing will further serve as notice to all parties herein, that upon conclusion of  
19 the Hearing, or as otherwise necessary to deliberate toward a decision on the complaint, the Board may  
20 move to go into closed session pursuant to NRS 288.220(5).

21 DATED this 6<sup>th</sup> day of December 2023.

22  
23 GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD


24  
25 BY   
26 BRUCE K. SNYDER, Commissioner

1 **CERTIFICATE OF MAILING**

2 I hereby certify that I am an employee of the Government Employee-Management Relations  
3 Board, and that on the 6<sup>th</sup> day of December 2023, I served a copy of the foregoing **NOTICE OF**  
4 **HEARING** by mailing a copy thereof, postage prepaid to:

5 Anthony L. Hall, Esq.  
6 Jonathan A. McGuire, Esq.  
7 Simons Hall Johnston PC  
8 690 Sierra Rose Dr.,  
9 Reno, Nevada 89511

10 Ronald J. Dreher, Esq.  
11 P.O. Box 6494  
12 Reno, Nevada 89513

13   
14 \_\_\_\_\_  
15 ISABEL FRANCO  
16 Administrative Assistant II  
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1 ANTHONY L. HALL, ESQ.  
Nevada Bar No. 5977  
2 [AHall@SHJNevada.com](mailto:AHall@SHJNevada.com)  
JONATHAN A. MCGUIRE, ESQ.  
3 Nevada Bar No. 15280  
[JMcGuire@SHJNevada.com](mailto:JMcGuire@SHJNevada.com)  
4 SIMONS HALL JOHNSTON PC  
690 Sierra Rose Dr.,  
5 Reno, Nevada 89511  
Telephone: (775) 785-0088

6 *Attorneys for Complainant*  
7 *Washoe County School District*

FILED  
October 24, 2023  
State of Nevada  
E.M.R.B.  
4:30 p.m.

8  
9  
10 **BEFORE THE STATE OF NEVADA**  
11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 WASHOE COUNTY SCHOOL DISTRICT,

13 Complainant,

14 vs.

15 WASHOE SCHOOL PRINCIPALS'  
ASSOCIATION,

16 Respondent.

Case No.: 2023-024

Panel:

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19  
20 **FIRST AMENDED COMPLAINT**

21 **COMES NOW**, Complainant, Washoe County School District (“WCSD”), by and through  
22 its undersigned counsel of record, and hereby charges Respondent Washoe School Principals’  
23 Association (“WSPA”) with practices prohibited by NRS 288.270(2)(b). Accordingly, Complainant  
24 hereby complains and alleges as follows:

25 **I. THE PARTIES**

26 1. WCSD is a political subdivision of the State of Nevada which oversees and  
27 supervises Washoe County School principals and is the regulating authority with regard to policy.  
28

1 The Complainant is a local government employer under NRS 288.060. Complainant’s mailing  
2 address is P.O. Box 30425, Reno, Nevada 89520-3425.

3 2. WSPA is an employee organization as defined in NRS 288.040, and maintains  
4 offices in the City of Reno, with its mailing address as P.O. Box 7697, Reno, Nevada 89510-7697.

5 **II. LEGAL AUTHORITY AND JURISDICTION**

6 3. NRS 288.270(2)(b) states, “[i]t is a prohibited practice for a local government  
7 employee or for an employee organization or its designated agent willfully to [...] [r]efuse to bargain  
8 collectively in good faith with the local government employer, if it is an exclusive representative, as  
9 required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including  
10 mediation and fact-finding, provided for in this chapter.”

11 4. Moreover, NRS 288.180(2) states, “[...] the local government employer may request  
12 reasonable information concerning any subject matter included in the scope of mandatory bargaining  
13 which it deems necessary for and relevant to the negotiations. The information requested must be  
14 furnished without unnecessary delay.”

15 5. This Board has jurisdiction over this matter as the Complainant’s allegations arise  
16 under Nevada Revised Statute Chapter 288 – Relations between Government and Public Employees.

17 **III. REFUSAL TO BARGAIN/BAD FAITH BARGAINING**

18 6. WCSD and WSPA entered into a Negotiated Agreement (the “CBA” or “Contract”)  
19 in 2005.

20 7. Since the establishment of the CBA, the parties have regularly met to renegotiate the  
21 terms of the CBA.

22 8. As a result of the long-standing CBA, the many negotiation sessions that resulted in  
23 its current form, and revisions to statutory language, there are many areas of the CBA that require  
24 revisions and updating. This is in addition to general changes in circumstance, such as seen in any  
25 employment context, so as to require revisions and updating of the CBA.

26 9. WCSD and WSPA are currently involved in negotiations to update the CBA.

27 10. Negotiations related to the CBA began on May 5, 2023.

28 11. Anthony L. Hall, Esq. appeared on behalf of WCSD as its Chief Negotiator.

1 12. Ron Dreher, Esq. appeared on behalf of WSPA as its Chief Negotiator.

2 13. WCSD properly submitted an oral Request for Information to WSPA at the  
3 September 14, 2023, bargaining session.

4 14. At the session, WSPA committed to providing the requested information to WCSD.

5 15. WSPA subsequently refused to provide the information offering no legitimate reason  
6 for failing to do so.

7 **May 5, 2023, Negotiation Session**

8 16. At the onset of the May 5, 2023, negotiation session, WCSD presented a red-lined  
9 proposal to WSPA and informed the team that many of the proposed revisions were simply to clean-  
10 up the Contract, streamline its provisions, and clarify inconsistencies. In addition, other proposals  
11 dealt with substantial issues of concern for WCSD.

12 17. For example, WCSD proposed a revision to Article 1 (Definitions) to change “unit  
13 member,” “member,” “administrator,” “bargaining unit members,” “administrative persons,” etc. to  
14 simply “employee” in order to create consistency throughout the Contract since the CBA used  
15 multiple variations, inconsistently, throughout the CBA.

16 18. As another example, Article 4 (Fair Practices) which in its current state prohibits  
17 discrimination on the basis of race, creed color, national origin, sex, age, or handicap. However,  
18 NRS 613.330 and .340 include additional categories that the CBA fails to mention. As a result, in  
19 order to be consistent with state law, WCSD proposed to expand the coverage of this provision to  
20 include pregnancy, sexual orientation, genetic information, and gender identity and expression.

21 19. In addition, WCSD proposed deletion of Article 7 (Disability Clause). As written,  
22 WSPA was limiting its member’s rights by failing to be consistent with the Americans with  
23 Disabilities Act (“ADA”).

24 20. As another example, WCSD proposed amending Article 10 (Temporary Leaves of  
25 Absence), since it referred to a form that no longer existed.

26 21. As a further example, WCSD proposed changes to Article 10.6 which addresses  
27 military leave. As currently written, the vague language of the article should be replaced with more  
28 specific language to offer additional protections in accordance with 38 U.S.C. § 4303(17).

1           22.     Of the twenty-seven (27) Articles that appear in the CBA, WCSD proposed revisions  
2 to at least twenty (20) mandatory bargaining issues, including portions of the following Articles for  
3 consideration by WSPA:

- 4           a.     Article 1.2 (Definitions) which pertains to NRS 288.150(2)(j) and NRS 288.150(2)(k)  
5                 regarding a recognition clause and the method used to classify employees in the  
6                 bargaining unit, respectively.
- 7           b.     Article 1.10 (Definitions) which pertains to NRS 288.150(2)(g) regarding total hours  
8                 of work required of an employee on each workday or workweek.
- 9           c.     Article 1.12 (Definitions) which pertains to NRS 288.150(2)(b) and NRS  
10                288.150(2)(e) regarding definitions related to sick leave and other paid or nonpaid  
11                leaves of absence, respectively.
- 12           d.     Article 2.2 (Recognition) which pertains to NRS 288.150(2)(j) and NRS  
13                288.150(2)(k) regarding a recognition clause and the method used to classify  
14                employees in the bargaining unit, respectively.
- 15           e.     Article 3.1 (Negotiations) which pertains to NRS 288.150(2)(m) regarding protection  
16                of employees in the bargaining unit from discrimination because of participation in  
17                recognize employee organizations consistent with the provisions of the chapter.
- 18           f.     Article 4.1 (Fair Practices) which pertains to NRS 288.150(2)(j) and NRS  
19                288.150(2)(k) regarding a recognition clause and the method used to classify  
20                employees in the bargaining unit, respectively.
- 21           g.     Article 5.1 (No Strikes/Work Stoppages) which pertains to NRS 288.150(2)(n)  
22                regarding no-strike provisions consistent with the provisions of the chapter.
- 23           h.     Article 9.1 (Dues Deduction) which pertains to NRS 288.150(2)(l) regarding  
24                deduction of dues for the recognized employee organization.
- 25           i.     Article 10 (Temporary Leaves of Absence) which pertains to NRS 288.150(2)(b),  
26                NRS 288.150(2)(c), NRS 288.150(2)(d), and NRS 288.150(2)(e) regarding sick  
27                leave, vacation leave, holidays, and other paid or nonpaid leaves of absence,  
28                respectively.

- 1 j. Article 11 (Extended Leaves of Absence) which pertains to NRS 288.150(2)(b), NRS  
2 288.150(2)(c), NRS 288.150(2)(d), and NRS 288.150(2)(e) regarding sick leave,  
3 vacation leave, holidays, and other paid or nonpaid leaves of absence, respectively.
- 4 k. Article 13 (Sick Leave, Disability Benefits, and Sick Leave Bank) which pertains to  
5 NRS 288.150(2)(b), NRS 288.150(2)(c), NRS 288.150(2)(d), and NRS 288.150(2)(e)  
6 regarding sick leave, vacation leave, holidays, and other paid or nonpaid leaves of  
7 absence, respectively.
- 8 l. Article 16 (Required Days) which pertains to NRS 288.150(2)(h) regarding total  
9 number of days' work required of an employee in a work year.
- 10 m. Article 18 (Dismissal and Disciplinary Procedures Including Grievance and Binding  
11 Arbitration) which pertains to NRS 288.150(2)(i) regarding discharge and  
12 disciplinary procedures.
- 13 n. Article 19 (Reduction in Force) which pertains to NRS 288.150(2)(v) regarding  
14 procedures for reduction in workforce consistent with the provisions of the chapter.
- 15 o. Article 22 (Grievance Procedures) which pertains to NRS 288.150(2)(o) regarding  
16 grievance and arbitration procedures for resolution of disputes relating to  
17 interpretation or application of collective bargaining units.
- 18 p. Article 23 (Administrator Protection) which pertains to NRS 288.150(2)(r) regarding  
19 safety of the employee.
- 20 q. Article 24 (Professional Compensation) which pertains to NRS 288.150(2)(a)  
21 regarding salary or wage rates or other forms of direct monetary compensation.
- 22 r. Article 25 (Administrative Reclassification) which pertains to NRS 288.150(2)(j) and  
23 NRS 288.150(2)(k) regarding a recognition clause and the method used to classify  
24 employees in the bargaining unit, respectively.
- 25 s. Article 26 (Term of Agreement) which pertains to NRS 288.150(2)(q) regarding  
26 duration of collective bargaining units.
- 27 t. Article 27 (Administrator Overage) which pertains to NRS 288.150(2)(j) and NRS  
28 288.150(2)(k) regarding a recognition clause and the method used to classify



- 1 employees in the bargaining unit, respectively.
- 2 23. Thus, WCSD’s proposal undoubtedly concerns subjects of mandatory bargaining.
- 3 24. Counsel for WCSD explained that there would be a discussion surrounding each of
- 4 the proposed revisions and WCSD would be happy to explain the reasoning behind each of its
- 5 proposals.
- 6 25. Counsel for WSPA declined to discuss the proposals and instead asked for a caucus.
- 7 26. After the caucus, counsel for WSPA requested to end the session early in order to
- 8 review the proposed revisions and have a subsequent discussion on WCSD’s proposals.
- 9 27. Further, even though WSPA indicated that they had proposals to extend, WSPA
- 10 indicated that it would not be providing any proposals at the current meeting.
- 11 28. Since WSPA did not provide any proposals and since it requested time to review and
- 12 consider WCSD’s proposals, and specifically based upon the commitment that it would review
- 13 WCSD’s proposals and discuss them at the next session, WCSD agreed to end the negotiation
- 14 session early.

15 **June 21, 2023, Negotiation Session**

- 16 29. Negotiations resumed on June 21, 2023.
- 17 30. At the onset of the June 21, 2023, meeting, counsel for WSPA<sup>1</sup> refused to negotiate
- 18 because WCSD was seeking to renegotiate the “entire Contract.”
- 19 31. WCSD pointed out that this was a factually inaccurate statement and explained that
- 20 most of the proposals dealt with terms that are clearly within the scope of mandatory subjects of
- 21 bargaining under NRS 288.150.
- 22 32. The parties then broke for caucus.
- 23 33. Upon returning, counsel WSPA once again refused to negotiate claiming that it
- 24 refused to renegotiate the entire Contract.
- 25 34. WCSD questioned this behavior and indicated that WCSD felt this was baith faith
- 26

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28 <sup>1</sup> Ron P. Dreher, Sr. substituted as lead negotiator for his son, Ron J. Dreher, at this meeting.

1 and a failure to bargain.

2 35. WCSD offered to explain its reasoning for the proposed revisions.

3 36. Counsel for WSPA refused to listen.

4 37. WCSD attempted to get WSPA to discuss the basis for denying changes to specific  
5 provisions, such as those in Articles 1, 4 and 7.

6 38. Counsel for WSPA refused.

7 39. Indeed, WSPA's lead negotiator simply kept saying he would not discuss any of the  
8 proposed changes that WCSD provided.

9 40. In order to be clear, WCSD explicitly asked a second time if WSPA would explain  
10 why it was rejecting every proposal made by WCSD. WSPA confirmed that is was rejecting all of  
11 WCSD's proposals. WCSD again offered to explain and discuss its proposals. In response, WSPA  
12 stated that it refused to listen to the reasons for the proposed changes and refused to provide any  
13 rationale for its across-the-board rejection of WCSD's proposals, which again included subjects of  
14 mandatory bargaining.

15 **August 11, 2023, Negotiation Session**

16 41. Negotiations resumed on August 11, 2023.

17 42. Counsel for WSPA immediately indicated that he was not interested in negotiating  
18 any of the terms proposed by WCSD and even stated that they only wanted to talk about the  
19 proposals being made by WSPA.

20 43. Counsel for WSPA stated at another point that he was only interested in discussing  
21 the issues he deemed important, which were financial issues.

22 44. WCSD explained that he was interested in discussing both its' proposals and any  
23 proposals WSPA provided. However, WCSD explained that most of its proposals must be  
24 negotiated under Nevada law, since most of them are subjects of mandatory bargaining.

25 45. The parties broke for a caucus, After the caucus, the only revision that counsel for  
26 WSPA would agree to was the revision of the title of Dr. Kristina Mason from "Chief Human  
27 Resources Officer" to "Talent Officer."

28 46. Despite the mandatory nature of most of WCSD's proposed revisions, counsel for

1 WSPA indicated that, “[he] was not even willing to consider changes” other than the title change.

2 47. WCSD warned counsel for WSPA that his behavior was in bad faith and was refusal  
3 to bargain. WCSD offered counsel for WSPA a second chance to negotiate the mandatory proposals.

4 48. Counsel for WSPA refused.

5 49. As an example, WCSD attempted to directed counsel for WSPA to Article 4 (Fair  
6 Practices) in order to explain that it was to the detriment of the members to leave the article in its  
7 current state since it did not reflect the law because it did not include protections for pregnancy,  
8 sexual orientation, genetic information, and gender identity and expression.

9 50. Counsel for WSPA’s response was, “we refuse and reject.”

10 51. WCSD asked if counsel for WSPA would at least entertain WCSD’s reasons for the  
11 proposals or explain why they were rejected, and WSPA again refused without further explanation.

12 52. WCSD continued to try to negotiate and attempted to explain that the leaves offered  
13 under the provisions of the contract were not as generous as those offered under the Family and  
14 Medical Leave Act. Counsel for WSPA cut WCSD’s counsel off, spoke over him and again refused  
15 to discuss.

16 53. WCSD then turned to another Article and attempted to begin to explain the basis for  
17 WCSD’s requested changes. Again, WSPA cut WCSD’s counsel off by speaking over him and  
18 stated loudly that they would not discuss it.

19 54. Counsel for WSPA repeatedly reiterated that the only issues he was willing to discuss  
20 were “their issues.”

21 55. WCSD informed counsel for WSPA that he was acting in bad faith and again offered  
22 him a chance to negotiate.

23 56. Counsel for WSPA once again declined.

24 57. Counsel for WSPA then abruptly ended the negotiation session at about 11:00 a.m.  
25 despite the fact that the parties had reserved an entire day for negotiations. The WSPA team then  
26 dramatically staged a walk out of the negotiations room.

27 58. Upon information and belief, WSPA’s Counsel improperly ended the negotiation  
28 session early, in order to prepare a brief in connection with another union’s negotiations.

1 This was a disservice to WSPA, as much as it was an obvious violation of NRS 288.150(2)  
2 and NRS 288.270(2)(b). **September 14, 2023, Negotiation Session**

3 59. Negotiations resumed on September 14, 2023.

4 60. The negotiation session was scheduled to take place from 9:00 a.m.-5:00 p.m.

5 61. At the onset of the negotiations, WSPA provided a financial proposal.

6 62. WCSD informed WSPA that it had questions regarding the proposal.

7 63. WCSD put forth several proposals beyond the financial issues, including but not  
8 limited to the following, which were meant to fix/improve the articles.

9 64. WCSD further informed WSPA that it was prepared to present additional proposals,  
10 including a counter-offer to WSPA's financial proposal.

11 65. WSPA refused to address WCSD's questions, repeated the now common statement  
12 that WSPA only would talk about what it wanted to talk about, and called for a caucus.

13 66. At approximately 1:30 p.m., after WSPA was again informed that WCSD had a  
14 proposal for WSPA but would like to discuss a couple issues in order to finalize the proposal, WSPA  
15 declared an impasse under NRS 288.217(2). WCSD explained to WSPA that the declaration was  
16 improper for numerous reasons (including that WSPA had no offers on the table upon which to  
17 declare impasse, that the minimum bargaining sessions had not occurred, that the declaration during  
18 the 4<sup>th</sup> meeting was premature, and that the prior meetings should not be counted since WSPA had  
19 not engaged in them for the time agreed upon nor had it done so in good faith), that impasse had not  
20 in fact been reached since both parties had verbally indicated further willingness to consider some  
21 further compromise, that WCSD believed that WSPA had engaged in surface and bad faith  
22 bargaining, and WCSD requested that they continue negotiations for the day (as agreed) and to  
23 accept and consider WCSD's latest proposal.

24 67. WSPA negotiators Ron Dreyer Jr and Sr. continually interrupted WCSD's attempt to  
25 calmly explain its position. Indeed, one of WSPA's own bargaining team members told Ron Dreher,  
26 Sr. to be quiet and let WCSD talk.

27 68. WCSD's almost completed offer, which WSPA refused to accept, made further  
28 compromises.

1 69. WCSD had an additional financial proposal to present.

2 70. WSPA engaged in surface bargaining.

3 71. The impasse was improper under NRS 288.217(2).

4 **September 14, 2023, and October 2, 2023, Request for Information**

5 72. On September 14, 2023, WCSD made a verbal request for information related to  
6 Article 16. These documents consisted of time tracked and/or worked by WSPA employees during  
7 the 2022-2023 school years.

8 73. At the time of the request, WSPA verbally committed to producing the records.

9 74. On October 1, 2023, WCSD sent a follow-up request for information reflecting its  
10 request for documents.

11 75. Despite the detail set forth in the request, on October 5, 2023, WSPA sought  
12 clarification of the requested documents by email.

13 76. WCSD once again detailed the documents it sought related to Article 16,

14 77. To date, WSPA has failed to produce the requested records in violation of NRS  
15 288.180(2).

16 **IV. PRAYER FOR RELIEF**

17 WHEREFORE, Complainant respectfully asks this Board:

- 18 1. For a finding that the conduct of WSPA as referenced herein constitutes prohibited  
19 practices under Chapter 288 of the Nevada Revised Statutes;
  - 20 2. For a finding that WSPA failed to produce documents to a timely and appropriate  
21 Request for Information.
  - 22 3. For a finding that WSPA failed to bargain in good faith;
  - 23 4. For a finding that WSPA engaged in surface bargaining;
  - 24 5. For a finding that WSPA improperly declared impasse under NRS 288.217(2);
  - 25 6. For an order that the WSPA bargain in good faith with WCSD as required by NRS  
26 288.270(2)(b);
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- 7. For an order that WSPA produce the information requested in WCSD’s September 14, 2023, and October 2, 2023, Requests for Information without further undue delay as required by NRS 288.180(2).
- 8. For an order requiring WSPA to cease violating NRS Chapter 288;
- 9. For an order requiring WSPA to comply with all applicable NRS Chapters;
- 10. For an award of attorneys' fees and costs of suit incurred herein; and
- 11. For such other and further relief as the Board deems proper.

DATED: October 24, 2023

BY: /s/ Anthony L. Hall, Esq.  
ANTHONY L. HALL, ESQ.  
Nevada Bar No. 5977  
[AHall@SHJNevada.com](mailto:AHall@SHJNevada.com)  
JONATHAN A. MCGUIRE, ESQ.  
Nevada Bar No. 15280  
[JMcGuire@SHJNevada.com](mailto:JMcGuire@SHJNevada.com)  
SIMONS HALL JOHNSTON PC  
690 Sierra Rose Dr.  
Reno, Nevada 89511  
Telephone: (775) 785-0088  
*Attorneys for Respondent*

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**CERTIFICATE OF SERVICE**

I, Kelly Lee declare:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Simons Hall Johnston PC. My business address is 690 Sierra Rose Dr., Reno, NV 89511. I am over the age of 18 years and not a party to this action.

On the below date, I served the foregoing **FIRST AMENDED COMPLAINT** by causing the document to be served via certified-mail return receipt requested and email, addressed as follows:

WASHOE SCHOOL  
PRINCIPALS' ASSOCIATION  
P.O. Box 7697  
Reno, NV 89510

Ronald J. Dreher  
P.O. Box 6494  
Reno, NV 89513  
ron@dreherlaw.net

Attorney for Respondent  
WASHOE SCHOOL PRINCIPALS' ASSOCIATION

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on October 24, 2023.

/s/ Kelly Lee  
Employee of Simons Hall Johnston

1 Ronald J. Dreher  
2 NV Bar No. 15726  
3 P.O. Box 6494  
4 Reno, NV 89513  
5 Telephone: (775) 846-9804  
6 dreherlaw@outlook.com  
7 *Attorney for Respondent*

FILED  
November 13, 2023  
State of Nevada  
E.M.R.B.  
4:30 p.m.

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**BEFORE THE STATE OF NEVADA**  
**GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

WASHOE COUNTY SCHOOL  
DISTRICT,

Case No.: 2023-024

Complainant,

Panel:

vs.

WASHOE COUNTY SCHOOL  
PRINCIPALS' ASSOCIATION,

Respondent.

\_\_\_\_\_ /

**ANSWER TO FIRST AMENDED COMPLAINT**

**COMES NOW**, Respondent, WASHOE SCHOOL PRINCIPALS' ASSOCIATION,  
("WSPA"), by and through its undersigned counsel, answers, avers and otherwise responds to  
the allegations of the complaint as follows:

**I.**

**(THE PARTIES)**

1. Answering paragraph 1 of the Complaint, Respondent admits that WCSD is a  
political subdivision of the State of Nevada. Respondent denies the remaining allegations  
contained therein.





1           10.     Answering paragraph 10 of the Complaint, Respondent denies the allegations  
2 contained therein.

3           11.     Answering paragraph 11 of the Complaint, Respondent admits the allegations  
4 contained therein.

5           12.     Answering paragraph 12 of the Complaint, Respondent admits the allegations  
6 contained therein.

7           13.     Answering paragraph 13 of the Complaint, Respondent denies the allegations  
8 contained therein.  
9

10          14.     Answering paragraph 14 of the Complaint, Respondent denies the allegations  
11 contained therein.  
12

13          15.     Answering paragraph 15 of the Complaint, Respondent denies the allegations  
14 contained therein.

15          16.     Answering paragraph 16 of the Complaint, Respondent admits that on May 5,  
16 2023, Complainant presented a red-lined proposal to WSPA. Respondent denies the remaining  
17 allegations contained therein.  
18

19          17.     Answering paragraph 17 of the Complaint, Respondent admits that Complainant  
20 gave Respondent a proposal on Article 1. Respondent denies the remaining allegations  
21 contained therein.  
22

23          18.     Answering paragraph 18 of the Complaint, Respondent admits that Complainant  
24 gave a proposal on Article 4. Respondent denies the remaining allegations contained therein.

25          19.     Answering paragraph 19 of the Complaint, Respondent admits that Complainant  
26 gave a proposal on Article 7. Respondent denies the remaining allegations contained therein.

27          20.     Answering paragraph 20 of the Complaint, Respondent admits that Complainant  
28 gave a proposal on Article 10. Respondent denies the remaining allegations contained therein.

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21. Answering paragraph 21 of the Complaint, Respondent admits that Complainant gave a proposal on Article 10.6. Respondent denies the remaining allegations contained therein.

22. Answering paragraph 22 of the Complaint, Respondent admits that Complainant proposed revisions to at least 20 bargaining issues as described in paragraph 22 subsections a, b, c, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t. Respondent denies the remaining allegations contained therein.

23. Answering paragraph 23 of the Complaint, Respondent admits that WCSD proposal concerns subjects of mandatory bargaining. Respondent denies the remaining allegations contained therein.

24. Answering paragraph 24 of the Complaint, Respondent denies the allegations contained therein.

25. Answering paragraph 25 of the Complaint, Respondent denies the allegations contained therein.

26. Answering paragraph 26 of the Complaint, Respondent admits to reviewing proposed revisions and to having a subsequent discussion on WCSD proposals. Respondent denies the remaining allegations contained therein.

27. Answering paragraph 27 of the Complaint, Respondent admit that they would not be providing proposals at the current meeting. Respondent denies the remaining allegations contained therein.

28. Answering paragraph 28 of the Complaint, Respondent denies the allegations contained therein.

29. Answering paragraph 29 of the Complaint, Respondent admit the allegations contained therein.

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30. Answering paragraph 30 of the Complaint, Respondent denies the allegations contained therein.

31. Answering paragraph 31 of the Complaint, Respondent denies the allegations contained therein.

32. Answering paragraph 32 of the Complaint, Respondent denies the allegations contained therein.

33. Answering paragraph 33 of the Complaint, Respondent denies the allegations contained therein.

34. Answering paragraph 34 of the Complaint, Respondent denies the allegations contained therein.

35. Answering paragraph 35 of the Complaint, Respondent denies the allegations contained therein.

36. Answering paragraph 36 of the Complaint, Respondent denies the allegations contained therein.

37. Answering paragraph 37 of the Complaint, Respondent denies the allegations contained therein.

38. Answering paragraph 38 of the Complaint, Respondent denies the allegations contained therein.

39. Answering paragraph 39 of the Complaint, Respondent denies the allegations contained therein.

40. Answering paragraph 40 of the Complaint, Respondent denies the allegations contained therein.

41. Answering paragraph 41, Respondents admits the allegations contained therein.

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42. Answering paragraph 42 of the Complaint, Respondent denies the allegations contained therein.

43. Answering paragraph 43 of the Complaint, Respondent denies the allegations contained therein.

44. Answering paragraph 44 of the Complaint, Respondent denies the allegations contained therein.

45. Answering paragraph 45 of the Complaint, Respondent denies the allegations contained therein.

46. Answering paragraph 46 of the Complaint, Respondent denies the allegations contained therein.

47. Answering paragraph 47 of the Complaint, Respondent denies the allegations contained therein.

48. Answering paragraph 48 of the Complaint, Respondent denies the allegations contained therein.

49. Answering paragraph 49 of the Complaint, Respondent denies the allegations contained therein.

50. Answering paragraph 50 of the Complaint, Respondent denies the allegations contained therein.

51. Answering paragraph 51 of the Complaint, Respondent denies the allegations contained therein.

52. Answering paragraph 52 of the Complaint, Respondent denies the allegations contained therein.

53. Answering paragraph 53 of the Complaint, Respondent denies the allegations contained therein.

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54. Answering paragraph 54 of the Complaint, Respondent denies the allegations contained therein.

55. Answering paragraph 55 of the Complaint, Respondent denies the allegations contained therein.

56. Answering paragraph 56 of the Complaint, Respondent denies the allegations contained therein.

57. Answering paragraph 57 of the Complaint, Respondent denies the allegations contained therein.

58. Answering paragraph 58 of the Complaint, Respondent denies the allegations contained therein.

59. Answering paragraph 59 of the Complaint, Respondent admits the allegations contained therein.

60. Answering paragraph 60 of the Complaint, Respondent denies the allegations contained therein.

61. Answering paragraph 61 of the Complaint, Respondent admits that it provided a financial proposal.

62. Answering paragraph 62 of the Complaint, Respondent denies the allegations contained therein.

63. Answering paragraph 63 of the Complaint, Respondent admits that the District provided proposals. Respondent denies the remaining allegations contained therein.

64. Answering paragraph 64 of the Complaint, Respondent denies the allegations contained therein.

65. Answering paragraph 65 of the Complaint, Respondent denies the allegations contained therein.

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66. Answering paragraph 66 of the Complaint, Respondent denies the allegations contained therein.

67. Answering paragraph 67 of the Complaint, Respondent denies the allegations contained therein.

68. Answering paragraph 68 of the Complaint, Respondent denies the allegations contained therein.

69. Answering paragraph 69 of the Complaint, Respondent is without knowledge or information sufficient to allow it to admit or deny the allegations contained therein.

70. Answering paragraph 70 of the Complaint, Respondent denies the allegations contained therein.

71. Answering paragraph 71 of the Complaint, Respondent denies the allegations contained therein.

72. Answering paragraph 72 of the Complaint, Respondent denies the allegations contained therein.

73. Answering paragraph 73 of the Complaint, Respondent denies the allegations contained therein.

74. Answering paragraph 74 of the Complaint, Respondent denies the allegations contained therein.

75. Answering paragraph 75 of the Complaint, Respondent denies the allegations contained therein.

76. Answering paragraph 76 of the Complaint, Respondent denies the allegations contained therein.

77. Answering paragraph 77 of the Complaint, Respondent denies the allegations contained therein.

**AFFIRMATIVE DEFENSES**

1  
2           1. The Board must dismiss the Complaint with prejudice as the Complaint fails to allege  
3 or establish facts constituting an alleged practice sufficient to raise a justiciable controversy  
4 under NRS Chapter 288, as required by NAC 288.200.

5           2. The Board should dismiss the Complaint with prejudice as, in accordance with NAC  
6 288.275, no probable cause exists, and the Complaint is frivolous.

7           3. At all times, Respondent's actions toward Complainant were made in good faith.

8           4. All possible affirmative defenses may not have been alleged at the time of the  
9 filing of Respondent's Answer depending on the development of sufficient facts after reasonable  
10 inquiry. Therefore, Respondent reserves the right to amend its Answer to the Complaint to allege  
11 additional affirmative defenses if so warranted by additional reasonable inquiry and  
12 investigation.  
13  
14

15           WHEREFORE, based on the foregoing, Respondent requests the following relief:

- 16           1. The Board enter a Decision in favor of Respondent and against the Complainant, that  
17 the Complaint and an Order that the claims on file herein be dismissed with prejudice  
18 with prejudice, and that any and all relief be denied, with Complainant taking nothing  
19 hereby;  
20  
21           2. For Respondent's costs and reasonable attorneys' fees; and,  
22  
23           3. For such other and further relief as the Court deems just and proper.

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DATED this 13<sup>th</sup> day of November, 2023.

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/s/ Ronald J. Dreher  
Ronald J. Dreher  
NV Bar No. 15726  
P.O. Box 6494  
Reno, NV 89513  
Telephone: (775) 846-9804  
dreherlaw@outlook.com  
*Attorney for Respondent*

**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Washoe School Principals' Association and that on this date I served a true and correct copy of the preceding document addressed to the following:

Anthony Hall, Esq.  
Nevada Bar No. 5977  
AHall@SHJNevada.com  
Jonathan McGuire, Esq.  
Nevada Bar No. 15280  
JMcGuire@SHJNevada.com  
Simons Hall Johnston, PC  
690 Sierra Rose Dr.  
Reno, Nevada 89511  
Telephone: (775) 785-0088  
*Attorneys for Complainant*

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 13<sup>th</sup> day of November, 2023.

/s/ Ronald J. Dreher  
Ronald J. Dreher  
NV Bar No. 15726  
P.O. Box 6494  
Reno, NV 89513  
Telephone: (775) 846-9804  
dreherlaw@outlook.com  
*Attorney for Respondent*

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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Washoe School Principals' Association and that on this date I served a true and correct copy of the preceding document addressed to the following:

Bruce Snyder, Esq.  
Commissionner, EMRB  
bsnyder@business.nv.gov  
3300 W. Sahara Avenue  
Suite 260  
Las Vegas, NV 89102  
bsnyder@business.nv.gov

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 13<sup>th</sup> day of November, 2023.

/s/ Ronald J. Dreher  
Ronald J. Dreher  
NV Bar No. 15726  
P.O. Box 6494  
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*Attorney for Respondent*

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2 NV Bar No. 15726  
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5 Telephone: (775) 846-9804  
6 dreherlaw@outlook.com  
7 *Attorney for Complainant*

FILED  
September 25, 2023  
State of Nevada  
E.M.R.B.  
5:00 p.m.

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

13 WASHOE SCHOOL PRINCIPALS’  
14 ASSOCIATION,

15 Complainant,

Case No.: **2023-031**

Panel:

16 vs.

17 WASHOE COUNTY SCHOOL  
18 DISTRICT,

19 Respondent.

20  
21 **COMPLAINT**

22 **COMES NOW**, Complainant, WASHOE SCHOOL PRINCIPALS’ ASSOCIATION,  
23 (“WSPA”), by and through its undersigned counsel, and hereby charges Respondent  
24 WASHOE COUNTY SCHOOL DISTRICT, (“District”), with practices prohibited by NRS  
25 288.032, NRS 288.150, NRS 288.180, NRS 288.220, and NRS 288.270. This complaint is  
26 filed in accordance with NRS 288.270, NRS 288.280 and NAC 288.200. Accordingly,  
27 Complainant hereby complains and alleges as follows:

28 ///

///

1                   **I.       THE PARTIES**

2                   1.    The WASHOE SCHOOL PRINCIPALS’ ASSOCIATION is an employee  
3 organization as defined in N.R.S. 288.040, and maintains offices in the City of Reno, with its  
4 mailing address as P.O. Box 7697, Reno, Nevada 89510. WSPA is the recognized bargaining  
5 unit for the principals, assistant principals and licensed administrators at the District.  
6

7                   2.    WASHOE COUNTY SCHOOL DISTRICT is a political subdivision of the State of  
8 Nevada which oversees and supervises Washoe County School principals, assistant principals  
9 and licensed administrators and is the regulating authority with regard to policy. The District  
10 is a local government employer under NRS 288.060. and its mailing address is 425 East Ninth  
11 Street, PO Box 30425, Reno Nevada 89520.  
12

13                   **II.       LEGAL AUTHORITY AND JURISDICTION**

14                   3.    NRS 288.032 defines collective bargaining in part as a mutual obligation between  
15 local government employers and local government employee representatives “to meet at  
16 reasonable times and bargain in good faith with respect to:  
17

- 18                   1.    Wages, hours and other terms and conditions of employment;
- 19                   2.    The negotiation of an agreement;
- 20                   3.    The resolution of any question arising under a negotiated agreement; or
- 21                   4.    The execution of a written contract incorporating any agreement reached if requested  
22 by either party.”  
23

24                   4.    NRS 288.150(1) states in part that “every local government employer shall  
25 negotiate in good faith through one or more representatives of its own choosing concerning the  
26 mandatory subjects of bargaining set forth in subsection 2 with the designated representatives  
27 of the recognized employee organization, if any, for each appropriate bargaining unit among  
28 its employees.”

1           5. NRS 288.150(2) continues by delineating the mandatory topics of bargaining which  
2 include, but is not limited to, “[s]alary or wage rates or other forms of direct monetary  
3 compensation,” and “[i]nsurance benefits.”

4           6. NRS 288.180(3) clarifies that the “parties shall promptly commence negotiations.  
5 As the first step, the parties shall discuss the procedures to be followed if they are unable to  
6 agree on one or more issues.”

7           7. NRS 288.270(1) states in part that it “is a prohibited practice for a local government  
8 employer or its designated representative willfully to:  
9

10           (a) Interfere, restrain or coerce any employee in the exercise of any right guaranteed  
11 under this chapter.

12           (b) Dominate, interfere or assist in the formation or administration of any employee  
13 organization.  
14

15           (c) Refuse to bargain collectively in good faith with the exclusive representative as  
16 required in 288.150. Bargaining collectively includes the entire bargaining process, including  
17 mediation and fact-finding, provided for in this chapter.  
18

19           (f) Discriminate because of race, color, religion, sex, sexual orientation, gender  
20 identity or expression, age, physical or visual handicap, national origin or because of political  
21 or personal reasons or affiliations.”

22           8. NRS 288.220(1) provides that certain proceedings not required to be open or public  
23 to include “[a]ny negotiation or informal discussion between a local government employer and  
24 an employee organization or employees as individuals, whether conducted by the governing  
25 body or through a representative or representatives.  
26  
27  
28

1           9. This Board has jurisdiction over this matter as Complainant’s allegations arise  
2 under Nevada Revised Statute Chapter 288 - Relations between Government and Public  
3 Employees.

4           **III.       PROHIBITED PRACTICES**

5           10. On January 10, 2023, WSPA’s representative pursuant to NRS 288.180(1),  
6 notified the District in writing of WSPA’s intent to seek a successor agreement and of its  
7 desire to promptly commence negotiations.  
8

9           11. On January 10, 2023, District Superintendent Dr. Susan Enfield confirmed receipt  
10 of WSPA’s notice of intent to negotiate.  
11

12           12. On February 24, 2023, after not having received any further communication from  
13 the District, WSPA contacted the District’s Chief Talent Officer, Dr. Kristina Mason, to  
14 determine when negotiations may begin and who would be representing the District.

15           13. On March 2, 2023, Dr. Mason advised that Anthony Hall, a contracted private  
16 attorney, would be the District’s lead negotiator.  
17

18           14. On March 8, 2023, Mr. Hall contacted WSPA and advised that the District did not  
19 believe it would be productive to start negotiations until late June 2023. WSPA responded and  
20 requested to hold the first session in the beginning of April.

21           15. On March 22, 2023, Mr. Hall advised that the District was not available to start  
22 negotiations until May 5, 2023. WSPA readily accepted this date.  
23

24           16. On March 15, 2023, WSPA sent a draft of ground rules to Mr. Hall for review.  
25 Between March 25 and April 20, the parties exchanged drafts of the ground rules with WSPA  
26 providing the last draft.

27           17. On May 5, 2023, the parties met for their first negotiation sessions and Mr. Hall  
28 immediately stated he did not want to discuss ground rules as he believed WSPA’s latest

1 version was not going to work, and the parties were too far apart. In order to facilitate a  
2 positive start to negotiations, WSPA agreed with the understanding that NRS 288 would  
3 control in case of a dispute.

4 18. In this same session the District provided a “red-lined” copy of the entire CBA and  
5 wanted to go line-by-line through the proposed changes. After listening to the first several  
6 proposals WSPA caucused. After this caucus, WSPA advised that it would review the  
7 proposed changes and, due to the sheer volume of proposed changes, advised it would respond  
8 at the next session.  
9

10 19. On May 5, 2023, the parties agreed to set negotiation sessions for May 24, 2023,  
11 and June 7, 2023.  
12

13 20. On May 22, 2023, WSPA’s counsel realized he had accidentally booked  
14 negotiations with two groups for May 24, 2023, and was forced to cancel the session  
15 scheduled for WSPA. This was communicated to Mr. Hall via email along with the reason for  
16 the cancellation.  
17

18 21. The parties attempted to reschedule the cancelled session and agreed on June 21,  
19 2023, as a virtual session.

20 22. On May 25, 2023, the District unilaterally cancelled the June 7, 2023, session and  
21 provided no explanation for its cancellation.  
22

23 23. On May 31, 2023, the District confirmed that the meeting on June 21, 2023, would  
24 be held virtually and offered to send a link to all attendees.

25 24. On June 8, 2023, Mr. Hall unilaterally cancelled the scheduled June 21 session. He  
26 stated that the District did not believe virtual meetings would be productive, despite the fact  
27 that these type of negotiation meetings has been regularly used by the parties over the past  
28 three years. Mr. Hall stated that he would no longer agree to meet virtually and would not



1 meet on June 21, 2023, or provide any other dates, unless WSPA would agree to meet in-  
2 person.

3 25. In order to hold negotiations, WSPA agreed to meet in-person and also requested  
4 three additional in-person meeting dates between June 21, 2023, and July 31, 2023. The  
5 District refused to provide any additional dates.  
6

7 26. At the June 21, 2023, session, WSPA presented proposals and/or counterproposals  
8 to five (5) articles. The District presented additional language proposals on three (3) articles  
9 and the parties engaged in discussions over the proposals and counterproposals from each side  
10 but were unable to reach any agreements. During this session, Ron P. Dreher, the WSPA chief  
11 negotiator for this session, informed the District that WSPA had reviewed the proposals from  
12 May 5, 2023, and was not interested in changing the language at that time other than any  
13 “clean-up” language that may be necessary. Mr. Dreher advised that WSPA was open to  
14 hearing why the District wanted to negotiate the entire agreement. However, WSPA was not  
15 interested in renegotiating a new “Master CBA” when the existing CBA contained articles that  
16 had recently been updated including a very recent arbitration regarding Article 16. The parties  
17 continued discussing various articles explaining their positions on those articles.  
18  
19

20 27. WSPA attempted to schedule meetings between June 22, 2023, and July 31, 2023,  
21 advising the District that WSPA was available all days, including weekends and after hours,  
22 with the exception of July 4, 2023. The District stated that they would review their calendars  
23 and get back to WSPA on possible dates. However, the District claimed that it was attempting  
24 to schedule negotiation with four bargaining groups during that same period and were not  
25 available until after July 31, 2023.  
26  
27  
28

1           28. On June 27, 2023, the District offered August 11, 2023, as its first possible  
2 meeting date. WSPA readily accepted, while still requesting to meet before July 31, 2023. The  
3 District did not provide times it was available or a location for the August 11, 2023, session.

4           29. On August 8, 2023, WSPA contacted the District to obtain the time the District  
5 had scheduled to start the session and where this negotiation was scheduled to be held. The  
6 District responded that it had scheduled 9 a.m. to 5 p.m. at the District office. WSPA never  
7 agreed to meet for the entire day.  
8

9           30. WSPA received an “out of office” reply from Mr. Hall showing that he was in fact  
10 on vacation for the entire month of July. This contradicted Mr. Hall’s earlier statements that  
11 the District could not meet due to its scheduling conflicts with other groups.  
12

13           31. On August 3, 2022, WSPA advised that its team was available to meet for three  
14 hours on August 11, 2023. In response, the District threatened to cancel the meeting unless  
15 WSPA would agree to meet for the entire day. The District made this demand despite the fact  
16 that there are no ground rules between the parties. Mr. Hall stated that at “this stage, we are  
17 not willing to burn one of the valuable days of negotiation for only 3 hours of negotiations.  
18 We will be there for the entire day and expect the same from WSPA. If you walk out or refuse  
19 to further negotiate, we will file a charge.”  
20

21           32. On August 9, 2023, the parties set August 24, 2023, as the next session to be held  
22 after the August 11, 2023, session.  
23

24           33. The parties met on August 11, 2023, for a session that lasted approximately three  
25 hours. WSPA presented four (4) counterproposals and the District presented the same  
26 proposals it had presented on May 5, 2023. WSPA accepted the District’s proposal that  
27 changed the title of the “Human Resource Director” to “Chief Talent Officer” throughout the  
28 CBA. During this session, counsel for the District repeatedly attempted to read the entire

1 contract line-by-line despite WSPA's assertion that it had read and understood the District's  
2 proposed changes. WSPA advised that it had provided counterproposals to those items that it  
3 believed needed to be changed or renegotiated, and that the rest of the proposals were not  
4 accepted, and current language would remain. When Mr. Hall attempted to read the entire  
5 CBA for the sixth time, WSPA advised the District that unless it had further questions or items  
6 to discuss, WSPA believed the session was complete. The District did not have any other  
7 questions or items to discuss, and the WSPA negotiations team ended the session.  
8

9           34. On August 16, 2023, Chief Academic Office Troy Parks forwarded an email from  
10 Superintendent Enfield to all WSPA members detailing a disputed recounting of the  
11 negotiation session between the District and the Association of Professional-Technical  
12 Administrators, ("APTA"). This email included a false recounting of the session between  
13 APTA and the District and was sent to paint the District as WSPA's protector and seemingly  
14 as a warning to WSPA regarding sharing information with WSPA's members.  
15

16           35. On August 17, 2023, Superintendent Enfield sent the following email to all WSPA  
17 members on school email and copying other District employees, stating, "Dear Colleagues,  
18 Negotiations between WCSD and WSPA have been ongoing since May and the district  
19 continues to negotiate with all its bargaining teams in good faith. Unfortunately, due to the  
20 actions of WSPA's Chief Negotiator and his refusal to negotiate over mandatory and  
21 permissive subjects of bargaining, the district has made the difficult decision to file a  
22 complaint with the Government Employee-Management Relations Board (EMRB) regarding  
23 WSPA's prohibited activities. Attached is the filing for those interested in reading the details."  
24 WSPA's designated representative was not included on this email and the attachment to the  
25 email included the EMRB complaint filed by the District with all the proposals it had made to  
26 that point in negotiations.  
27  
28

1           36. On August 18, 2023, WSPA’s counsel sent a “cease and desist” letter to Mr. Hall  
2 regarding the August 17, 2023, email from Superintendent Enfield detailing that this was  
3 direct dealing and end-run bargaining in violation of NRS 288.270 and NRS 288.180(2). Mr.  
4 Hall and the District never responded to this letter.

5           37. On August 21, 2023, WSPA sent a request for information, (“RFI”), pursuant to  
6 NRS 288.180 to the District. WSPA was requesting information regarding information on  
7 WSPA members, how many open positions there currently were in the District and how much  
8 money the District had paid to outside council over the last year.

9           38. On August 24, 2023, the parties met for negotiations for approximately seven  
10 hours. During this time, WSPA provided proposals and counterproposals on seven (7) articles  
11 covering nine (9) sections. The District provided an updated, red-lined version of the entire  
12 CBA where it proposed changes to every article, to remove seven (7) articles from the CBA  
13 and to only agree to a pay increase if WSPA would accept to remove all these articles. The  
14 parties did not reach any agreements and schedule the next session for September 14, 2023.

15           39. On August 25, 2023, the District provided a response to the August 21, 2023, RFI  
16 and only provided the information requested regarding the WSPA members.

17           40. On September 5, 2023, WSPA submitted an RFI to the District to obtain  
18 information to allow WSPA to properly perform its duties under the CBA regarding a  
19 discipline investigation. This RFI inadvertently cited NRS 288.180 instead of NRS 288.270.  
20 On September 20, 2023, WSPA sent an updated RFI citing to the correct statute.

21           41. On September 13, 2023, the District provided an additional response to WSPA’s  
22 August 21, 2023, RFI request in which they refused to provide the requested information. The  
23 District stated that, “WCSD objects to this request as irrelevant to the performance of the  
24 Union's role as bargaining representative of the unit employees.”

1 42. On September 14, 2023, WSPA submitted an RFI to the District to obtain  
2 information to allow WSPA to properly perform its duties under the CBA regarding a  
3 grievance. This RFI inadvertently cited NRS 288.180 instead of NRS 288.270. On September  
4 19, 2023, WSPA sent an updated RFI citing to the correct statute.

5 43. On September 14, 2023, the parties met for negotiations and held a session that  
6 lasted approximately five hours. During this session, the District presented confidential  
7 information from the APTA negotiations in an apparent attempt to influence and coerce  
8 WSPA into accepting the District's proposals. The District withdrew all its previous proposals  
9 and submitted yet another red-lined version of the CBA in which it proposed the removal of  
10 seven (7) articles and changes to thirteen (13) articles. Part of these proposals included that  
11 "The district's financial proposal is contingent upon acceptance of WCSD's proposals  
12 regarding articles 16, 18 and 22, since these have financial impacts that affect COLA funds."  
13

14 44. At this session, WSPA proposed a conceptual package proposal that, if not  
15 accepted, expired the same date at 2pm. WSPA clearly and unambiguously explained that  
16 rejection of any part of this conceptual package proposal would result in all WSPA previous  
17 proposals being reinstated. The District rejected the entire conceptual package proposal.  
18 WSPA advised the District that due to its rejection of the conceptual proposal, all original  
19 WSPA proposals were reinstated. The District then advised it wanted to go line by line  
20 through its proposed changes and that it did not have a financial counterproposal.  
21

22 45. WSPA, believing that the parties were at a point where no agreement could be  
23 reached, advised the District that it was declaring impasse under NRS 288.217. WSPA advised  
24 that it was open to continuing off-the-record discussions to attempt to reach an agreement.  
25

26 46. On September 14, 2023, WSPA's counsel sent an email to the Mr. Hall to  
27 "reiterate that [Mr. Hall], no member of the District's team, Susan Enfield or any other  
28

1 representative of the District has the right, authority or consent to directly contact our  
2 membership regarding negotiations, proposals or any other communication that constitutes  
3 end-run bargaining or violates NRS Chapter 288, established case law, or any other decision.”

4 The District did not respond to this email.

5  
6 47. On September 14, 2023, after Mr. Hall had received the email from WSPA’s  
7 counsel, Superintendent Enfield sent an email to WSPA’s membership making false  
8 accusations against WSPA’s negotiation team, holding the District out as WSPA’s protector  
9 and attempting to undercut WSPA’s standing with its membership. This email included  
10 specific proposals on mandatory topics of bargaining demonstrating the District’s intent to  
11 negotiate directly with the WSPA membership. WSPA’s designated representatives were not  
12 included on this email.  
13

14 48. On September 14, 2023, WSPA provided written notice to the District of its  
15 declaration of impasse and stated that it was obtaining a list of arbitrators from the Federal  
16 Mediation and Conciliation Services, (“FMCS”), which it immediately did. The District did  
17 not dispute WSPA obtaining a list of arbitrators, it did not provide any proposed fact finders,  
18 and it did not oppose using FMCS. WSPA also provided its proposals for impasse and  
19 requested the District provide the proposals it was moving to arbitration.  
20

21 49. On September 15, 2023, WSPA provided September 21 and September 22 as dates  
22 it was available to select an arbitrator. The District did not respond.  
23

24 50. On September 18, 2023, the District responded to the September 14, 2023, WSPA  
25 RFI request and refused to provide the requested information.

26 51. On September 19, 2023, the District responded to the September 5, 2023, WSPA  
27 RFI request and refused to provide the requested information.  
28

1           52. On September 19, 2023, Mr. Hall sent a letter to WSPA claiming that the  
2 negotiations sessions between the parties did not count because they had not lasted all day and  
3 that WSPA is not allowed to declare impasse under 288.217, despite the clear language in this  
4 statute that it applies to WSPA members. Additionally, Mr. Hall threatened to seek legal  
5 remedies against WSPA for exercising its statutory right to declare impasse if WSPA did not  
6 immediately return to the negotiations table. This letter also attempted to claim that WSPA's  
7 impasse proposals were not proper and that the District would not arbitrate what it is required  
8 to arbitrate. Mr. Hall did not provide any District proposals for impasse in this letter or in  
9 response to the September 14, 2023, request.  
10

11           53. On September 20, 2023, after having received no response, WSPA advised Mr.  
12 Hall that it was again available on September 20 and 21 and that the parties, pursuant to NRS  
13 288.217, were required to select an arbitrator within five days of obtaining a list. Mr. Hall  
14 responded and refused to meet and select prior to September 28, 2023, saying he was in  
15 training.  
16

17           54. After multiple attempts to get Mr. Hall to agree to meet within the statutorily  
18 defined timeframes, WSPA agreed to meet on September 28, 2023, and reiterated to Mr. Hall  
19 that he was violating statute.  
20

#### 21           **IV. CONCLUSION**

22           Wherefore, Respondent Washoe County School District's failure to promptly begin  
23 negotiations constitutes a prohibited practice under NRS 288.180.  
24

25           Respondent Washoe County School District's refusal to discuss ground rules  
26 constitutes a prohibited practice under NRS 288.180.  
27  
28

1 Respondent Washoe County School District's refusal to provide requested information  
2 to WSPA that WSPA deems necessary and relevant for negotiations and to enforce the CBA  
3 constitutes prohibited practices under NRS 288.180 and NRS 288.270.

4 Respondent Washoe County School District's failure and refusal to communicate with  
5 all WSPA's designated representatives constitutes a prohibited practice under NRS 288.150  
6 and NRS 288.270.

8 Respondent Washoe County School District's refusal to keep scheduled meetings and  
9 to meet at regular, reasonable intervals constitutes a prohibited practice under NRS 288.032,  
10 NRS 288.150, NRS 288.180 and NRS 288.270.

11 Respondent Washoe County School District's direct negotiations with the WSPA  
12 membership, outside of and without the consent of the designated representatives, is direct  
13 dealing or end-run bargaining and is a prohibited practice under NRS 288.150, NRS 288.220  
14 and NRS 288.270.

16 Respondent Washoe County School District's actions of directly contacting WSPA  
17 membership, outside of, and without the consent of WSPA's designated representatives,  
18 constitutes direct dealing or end-run bargaining and an attempt to dominate, interfere or assist  
19 in the formation or administration of any employee organization and is a prohibited practice  
20 under NRS 288.270 and NRS 288.220.

22 Respondent Washoe County School District's refusal to meet and select an arbitrator in  
23 the required timeframes is a prohibited practice under NRS 288.200, NRS 288.217 and NRS  
24 288.270.

26 Respondent Washoe County School District's attempt to hold itself out as the protector  
27 of WSPA membership is direct dealing or end-run bargaining and is a prohibited practice  
28 under NRS 288.032, NRS 288.150, NRS 288.270 and NRS 288.220.



1 Respondent Washoe County School District's attempt to negotiate mandatory topics of  
2 bargaining directly with WSPA's membership is direct dealing or end-run bargaining and is a  
3 prohibited practice under NRS 288.032, NRS 288.150, NRS 288.270, and NRS 288.220.

4 Respondent Washoe County School District's attempt to undercut the Association's  
5 status with its members and to influence negotiations is direct dealing or end-run bargaining  
6 and is a prohibited practice under NRS 288.032, NRS 288.270 and NRS 288.220.

7  
8 **THEREFORE**, Complainant prays for relief as follows:

9 Since prior to and on and after September 20, 2023, including during the last  
10 six months, the District, by and through their actions and inactions, has not bargained in good  
11 faith with the Association by attempting to dominate and interfere with the Association, by  
12 negotiating mandatory topics of bargaining directly with the Association's membership  
13 without the knowledge or consent of the Associations designated representatives, by  
14 undercutting the Association's designated representatives role in negotiations, by unilaterally  
15 and unreasonably cancelling negotiation sessions, by failing to meet at reasonable times and  
16 intervals, by refusing to provide requested information, by failing to keep negotiations  
17 confidential, by discriminating against the Association's representatives for personal and  
18 political reasons, and will continue to do so absent an Order from the Board.

21 a. A finding that the conduct of the District as referenced herein  
22 constitutes prohibited practices under Chapter 288 of the Nevada Revised  
23 Statutes;

24  
25 b. A finding that the District failed to bargain in good faith in accordance  
26 NRS 288.032 and NRS 288.180;

27 c. A finding that the District failed to provide required information as  
28 required by NRS 288.180 and NRS 288.270;

1 d. A finding that the District failed to communicate with WSPA's  
2 designated representatives as required by NRS 288.150;

3 e. A finding that the District has dominated and interfered in the  
4 organization of WSPA in violation of NRS 288.270;

5 f. A finding that the District has committed direct dealing or end-run  
6 bargaining in violation of NRS 288.032, NRS 288.150, NRS 288.270 and NRS  
7 288.280;

8 g. A finding that the District has discriminated against WSPA's designated  
9 representatives for personal and political reasons in violation of NRS 288.270;

10 h. An order that the District bargain in good faith with WSPA as required  
11 by NRS 288.032, NRS 288.150, NRS 288.180, and NRS 288.270;

12 i. An order requiring the District to promptly begin negotiations with  
13 WSPA in accordance with NRS 288.180;

14 j. An order requiring the District to immediately provide the requested  
15 information in accordance with NRS 288.180;

16 k. An order requiring the District to cease in violating NRS Chapter 288;

17 l. An order requiring the District to comply with all applicable NRS  
18 Chapters;

19 m. An order requiring the District to post a notice, where notices are  
20 normally posted and read by its employees and the public, whereby the District  
21 promises to comply with the Nevada Revised Statutes violated in this case and  
22 to cease from committing any further prohibited practices;

23 n. An order requiring the District to immediately cease committing end-  
24 run bargaining;  
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o. An order requiring the District to immediately cease directing contacting WSPA membership in attempts to directly negotiate with them and to influence and intimidate the members;

p. An order requiring the District to pay the Association’s reasonable attorney and representatives’ fees and expenses in bringing this action due to the egregious and illegal conduct of the District and its representatives; and

q. Any and all other relief that the Government Employee-Management Relations Board deems appropriate.

DATED this 25<sup>th</sup> day of September, 2023.

/s/ Ronald J. Dreher  
Ronald J. Dreher  
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P.O. Box 6494  
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*Attorney for Complainant*

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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.200, the undersigned hereby certifies that I am the counsel for the Washoe School Principals' Association and that on this date I served a true and correct copy of the preceding document by certified mail addressed to the following:

Anthony Hall, Esq.  
Nevada Bar No. 5977  
AHall@SHJNevada.com  
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Nevada Bar No. 15280  
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Simons Hall Johnston, PC  
690 Sierra Rose Dr.  
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Telephone: (775) 785-0088  
*Attorneys for Respondent*

DATED this 25<sup>th</sup> day of September, 2023.

/s/ Ronald J. Dreher  
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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Washoe School Principals' Association and that on this date I served a true and correct copy of the preceding document addressed to the following:

Bruce Snyder, Esq.  
Commissioner, EMRB  
bsnyder@business.nv.gov  
3300 W. Sahara Avenue  
Suite 260  
Las Vegas, NV 89102  
bsnyder@business.nv.gov

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 25<sup>th</sup> day of September, 2023.

/s/ Ronald J. Dreher  
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FILED  
October 16, 2023  
State of Nevada  
E.M.R.B.  
3:25 p.m.

6 *Attorneys for Respondent*  
7 *Washoe County School District*

8  
9  
10 **BEFORE THE STATET OF NEVADA**  
11 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

12 WASHOE SCHOOL PRINCIPALS’  
ASSOCIATION,  
13  
Complainant,  
14  
vs.  
15 WASHOE COUNTY SCHOOL DISTRICT,  
16  
Respondent.

Case No.: 2023-031  
Panel:

17  
18  
19  
20 **ANSWER TO COMPLAINT**

21 **COMES NOW**, Respondent Washoe County School District (“WCSD”), by and through  
22 its undersigned counsel of record, and hereby responds to the causes of action contained in the  
23 Complaint filed by Complainant Washoe School Principals’ Association (“WSPA”) on July 10,  
24 2023, as follows:

25 **I. THE PARTIES**

26 1. Answering paragraph 1 of the Complaint, Respondent admits the allegations set  
27 forth in this paragraph.

28 ///

1           2.       Answering paragraph 2 of the Complaint, Respondent admits that Washoe County  
2 School District is a political subdivision of the State of Nevada which oversees and supervises  
3 Washoe County School psychologists and technical administrators and is the regulating authority  
4 with regard to policy. Respondent admits that it is a local government employer under NRS  
5 288.060. Respondent denies the remaining allegations set forth in paragraph 2 of the Complaint.  
6 Respondent’s mailing address is P.O. Box 30425, Reno, Nevada 89520-3425.

7                   **II.       LEGAL AUTHORITY AND JURISDICTION**

8           Respondent realleges and incorporates by reference each and every admission, averment or  
9 denial contained in paragraphs 1 through 2 above and incorporate the same as though fully set forth  
10 herein.

11           3.       Answering paragraph 3 of the Complaint, this is a legal conclusion that does not  
12 require Respondent to admit or deny. However, to the extent that Respondent is required to admit or  
13 deny, Respondent denies the allegations in this paragraph.

14           4.       Answering paragraph 4 of the Complaint, this is a legal conclusion that does not  
15 require Respondent to admit or deny. However, to the extent that Respondent is required to admit or  
16 deny, Respondent denies the allegations in this paragraph.

17           5.       Answering paragraph 5 of the Complaint, this is a legal conclusion that does not  
18 require Respondent to admit or deny. However, to the extent that Respondent is required to admit or  
19 deny, Respondent denies the allegations in this paragraph.

20           6.       Answering paragraph 6 of the Complaint, this is a legal conclusion that does not  
21 require Respondent to admit or deny. However, to the extent that Respondent is required to admit or  
22 deny, Respondent denies the allegations in this paragraph.

23           7.       Answering paragraph 7 of the Complaint, this is a legal conclusion that does not  
24 require Respondent to admit or deny. However, to the extent that Respondent is required to admit or  
25 deny, Respondent denies the allegations in this paragraph.

26           8.       Answering paragraph 8 of the Complaint, this is a legal conclusion that does not  
27 require Respondent to admit or deny. However, to the extent that Respondent is required to admit or  
28 deny, Respondent denies the allegations in this paragraph.

1           9.       Answering paragraph 9 of the Complaint, this is a legal conclusion that does not  
2 require Respondent to admit or deny. However, to the extent that Respondent is required to admit  
3 or deny, Respondent denies the allegations in this paragraph.

4           **III.    PROHIBITED PRACTICES**

5           10.       Answering paragraph 10 of the Complaint, Respondent admits that WSPA’s  
6 representative notified the District in writing of WSPA’s intent to seek a successor agreement.  
7 Respondent denies the remaining allegations in paragraph 10 of the Complaint.

8           11.       Answering paragraph 11 of the Complaint, Respondent admits the allegations  
9 contained in paragraph 11 of the Complaint.

10          12.       Answering paragraph 12 of the Complaint, Respondent is without knowledge or  
11 information sufficient to form a belief about the allegations in this paragraph regarding whether  
12 Complainant received any further communication from the District prior to February 24, 2023, and,  
13 on that basis, denies them. Respondent admits the remaining allegations in paragraph 12 of the  
14 Complaint.

15          13.       Answering paragraph 13 of the Complaint, Respondent admits the allegations  
16 contained in paragraph 13 of the Complaint.

17          14.       Answering paragraph 14 of the Complaint, Respondent admits the allegations  
18 contained in paragraph 14 of the Complaint.

19          15.       Answering paragraph 15 of the Complaint, Respondent denies the allegations  
20 contained in paragraph 15 of the Complaint.

21          16.       Answering paragraph 16 of the Complaint, Respondent admits the allegations  
22 contained in paragraph 16 of the Complaint.

23          17.       Answering paragraph 17 of the Complaint, Respondent denies the allegations  
24 contained in paragraph 17 of the Complaint. Respondent is without knowledge or information  
25 sufficient to form a belief about the allegations in this paragraph regarding whether WSPA agreed  
26 with the understanding that NRS 288 would control in case of a dispute.

27          18.       Answering paragraph 18 of the Complaint, Respondent denies the allegations  
28 contained in paragraph 18 of the Complaint.



1           19.     Answering paragraph 19 of the Complaint. Respondent admits the remaining  
2 allegations in paragraph 19 of the Complaint.

3           20.     Answering paragraph 20 of the Complaint, Respondent denies the allegations  
4 contained in paragraph 20 of the Complaint. Respondent is without knowledge or information  
5 sufficient to form a belief about the allegations in this paragraph regarding denies this was  
6 communicated via email along with the reason for the cancellation.

7           21.     Answering paragraph 21 of the Complaint, Respondent denies the allegations  
8 contained in paragraph 21 of the Complaint.

9           22.     Answering paragraph 22 of the Complaint, Respondent denies the allegations  
10 contained in paragraph 22 of the Complaint.

11          23.     Answering paragraph 23 of the Complaint, Respondent denies the allegations  
12 contained in paragraph 23 of the Complaint.

13          24.     Answering paragraph 24 of the Complaint, Respondent denies the allegations  
14 contained in paragraph 24 of the Complaint.

15          25.     Answering paragraph 25 of the Complaint, Respondent denies the allegations  
16 contained in paragraph 25 of the Complaint.

17          26.     Answering paragraph 26 of the Complaint, Respondent denies the allegations  
18 contained in paragraph 26 of the Complaint.

19          27.     Answering paragraph 27 of the Complaint, Respondent denies the allegations set  
20 forth in paragraph 27 of the Complaint.

21          28.     Answering paragraph 28 of the Complaint, Respondent denies the allegations set  
22 forth in paragraph 28 of the Complaint.

23          29.     Answering paragraph 29 of the Complaint, Respondent denies the allegations  
24 contained in paragraph 29 of the Complaint.

25          30.     Answering paragraph 30 of the Complaint, Respondent denies the allegations set  
26 forth in paragraph 30 of the Complaint.

27          31.     Answering paragraph 31 of the Complaint, Respondent denies the allegations set  
28 forth in paragraph 31 of the Complaint.

1           32.     Answering paragraph 32 of the Complaint, Respondent admits the allegations set  
2 forth in paragraph 32 of the Complaint.

3           33.     Answering paragraph 33 of the Complaint, Respondent denies the allegations set  
4 forth in paragraph 33 of the Complaint.

5           34.     Answering paragraph 34 of the Complaint, Respondent denies the allegations set  
6 forth in paragraph 34 of the Complaint.

7           35.     Answering paragraph 35 of the Complaint, Respondent denies the allegations set  
8 forth in paragraph 35 of the Complaint.

9           36.     Answering paragraph 36 of the Complaint, Respondent denies the allegations set  
10 forth in paragraph 36 of the Complaint.

11          37.     Answering paragraph 37 of the Complaint, Respondent denies the allegations set  
12 forth in paragraph 37 of the Complaint.

13          38.     Answering paragraph 38 of the Complaint, Respondent denies the allegations set  
14 forth in paragraph 38 of the Complaint.

15          39.     Answering paragraph 39 of the Complaint, Respondent admits the allegations  
16 contained in paragraph 39 of the Complaint.

17          40.     Answering paragraph 40 of the Complaint, Respondent denies the allegations set  
18 forth in paragraph 40 of the Complaint.

19          41.     Answering paragraph 41 of the Complaint, Respondent denies the allegations set  
20 forth in paragraph 41 of the Complaint.

21          42.     Answering paragraph 42 of the Complaint, Respondent denies the allegations set  
22 forth in paragraph 42 of the Complaint.

23          43.     Answering paragraph 43 of the Complaint, Respondent denies the allegations set  
24 forth in paragraph 43 of the Complaint.

25          44.     Answering paragraph 44 of the Complaint, Respondent denies the allegations set  
26 forth in paragraph 44 of the Complaint.

27          45.     Answering paragraph 45 of the Complaint, Respondent denies the allegations set  
28 forth in paragraph 45 of the Complaint.

1           46.     Answering paragraph 46 of the Complaint, Respondent denies the allegations set  
2 forth in paragraph 46 of the Complaint.

3           47.     Answering paragraph 47 of the Complaint, Respondent denies the allegations set  
4 forth in paragraph 47 of the Complaint.

5           48.     Answering paragraph 48 of the Complaint, Respondent denies the allegations set  
6 forth in paragraph 48 of the Complaint.

7           49.     Answering paragraph 49 of the Complaint, Respondent denies the allegations set  
8 forth in paragraph 49 of the Complaint.

9           50.     Answering paragraph 50 of the Complaint, Respondent denies the allegations set  
10 forth in paragraph 50 of the Complaint.

11          51.     Answering paragraph 51 of the Complaint, Respondent denies the allegations set  
12 forth in paragraph 51 of the Complaint.

13          52.     Answering paragraph 52 of the Complaint, Respondent denies the allegations set  
14 forth in paragraph 52 of the Complaint.

15          53.     Answering paragraph 53 of the Complaint, Respondent denies the allegations set  
16 forth in paragraph 53 of the Complaint.

17          54.     Answering paragraph 54 of the Complaint, Respondent denies the allegations set  
18 forth in paragraph 54 of the Complaint.

19           **IV.     CONCLUSION**

20           Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
21 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
22 Respondent denies the allegations in this paragraph.

23           Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
24 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
25 Respondent denies the allegations in this paragraph.

26           Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
27 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
28 Respondent denies the allegations in this paragraph.

1           Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
2 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
3 Respondent denies the allegations in this paragraph.

4           Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
5 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
6 Respondent denies the allegations in this paragraph.

7           Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
8 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
9 Respondent denies the allegations in this paragraph.

10          Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
11 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
12 Respondent denies the allegations in this paragraph.

13          Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
14 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
15 Respondent denies the allegations in this paragraph.

16          Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
17 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
18 Respondent denies the allegations in this paragraph.

19          Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
20 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
21 Respondent denies the allegations in this paragraph.

22          Answering this paragraph of the Complaint, this is a legal conclusion that does not require  
23 Respondent to admit or deny. However, to the extent that Respondent is required to admit or deny,  
24 Respondent denies the allegations in this paragraph.

25          The rest of the Complaint constitutes Complainant’s prayer for relief which contains legal  
26 conclusions and questions of law to which no response is required. However, to the extent  
27 Complainant’s prayer asserts allegations or a response may be deemed to be required, Respondent  
28

1 denies each and every allegation in Complainant's prayer. Respondent further denies each and  
2 every allegation contained in the Complaint that is not specifically admitted above.

3 WHEREFORE, Respondent respectfully asks this Court:

- 4 1. For judgment decreeing that Complainant is entitled to recover nothing by way of  
5 its Complaint, and that the Complaint be dismissed with prejudice;
- 6 2. For an award of attorneys' fees and costs of suit incurred herein; and
- 7 3. For such other and further relief as the Board deems proper.

8 **V. AFFIRMATIVE DEFENSES**

9 1. AS A FIRST, SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
10 COMPLAINT, Respondent alleges that Complainant failed to exhaust its administrative, statutory,  
11 arbitration and/or contractual remedies.

12 2. AS A SECOND, SEPARATE, AND AFFIRMATIVE DEFENSE TO THE  
13 COMPLAINT, Respondent alleges that any actions taken by the District were done for legitimate  
14 business reasons.

15 3. AS A THIRD SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
16 COMPLAINT, Respondent alleges that any and all actions taken by Respondent were just, fair, with  
17 good cause, privileged, in good faith, and without malice.

18 4. AS A FOURTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
19 COMPLAINT, Respondent alleges that no probable cause exists for the Complaint.

20 5. AS A FIFTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
21 COMPLAINT, Respondent alleges Complainant failed to prosecute its Complaint within a  
22 reasonable time.

23 6. AS A SIXTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
24 COMPLAINT, Respondent alleges Complainant filed a spurious and frivolous Complaint.

25 7. AS A SEVENTH SEPARATE AND AFFIRMATIVE DEFENSE TO THE  
26 COMPLAINT, Respondent alleges Complainant lacks standing for failure to raise a basis for the  
27 Complaint.

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DATED: October 16, 2023

BY: /s/ Anthony Hall  
ANTHONY L. HALL, ESQ.  
Nevada Bar No. 5977  
[AHall@SHJNevada.com](mailto:AHall@SHJNevada.com)  
JONATHAN A. MCGUIRE, ESQ.  
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690 Sierra Rose Dr.  
Reno, Nevada 89511  
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*Attorneys for Respondent*

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**CERTIFICATE OF SERVICE**

I, Kelly Lee, declare:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Simons Hall Johnston PC. My business address is 690 Sierra Rose Dr., Reno, NV 89511. I am over the age of 18 years and not a party to this action.

On the below date, I served the foregoing **ANSWER TO COMPLAINT** by causing the document to be served via email, addressed as follows:

Ronald J. Dreher  
P.O. Box 6494  
Reno, NV 89513  
[ron@dreherlaw.net](mailto:ron@dreherlaw.net)

Attorney for Complainant  
ASSOCIATION OF PROFESSIONAL-  
TECHNICAL ADMINISTRATORS

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on October 16, 2023.

/s/ Kelly Lee  
Employee of Simons Hall Johnston

1 Ronald J. Dreher  
2 NV Bar No. 15726  
3 P.O. Box 6494  
4 Reno, NV 89513  
5 Telephone: (775) 846-9804  
6 ron@dreherlaw.net  
7 *Attorney for Respondent*

FILED  
December 4, 2023  
State of Nevada  
E.M.R.B.  
1:00 p.m.

8 **BEFORE THE STATE OF NEVADA**  
9 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 WASHOE COUNTY SCHOOL  
11 DISTRICT,

12 Complainant,

Case No.: 2023-024 (Consolidated)

13 vs.

Panel:

14 WASHOE SCHOOL PRINCIPALS'  
15 ASSOCIATION,

16 Respondent.  
17 \_\_\_\_\_ /

18 **RESPONDENT'S PREHEARING STATEMENT**

19 **COMES NOW**, Respondent Washoe School Principals' Association, ("WSPA"), by  
20 and through its undersigned attorney, hereby files its Prehearing Statement in accordance with  
21 NRS 288.110, NAC 288.250 and the stipulated agreement to consolidate EMRB Case 2023-  
22 031 with EMRB Case 2023-024. WSPA was/is the complainant in EMRB Case 2023-031 and  
23 where Washoe County School District, ("District"), was/is the complainant in EMRB Case  
24 2023-024. Both cases are consolidated and renamed EMRB Case 2023-024. This Prehearing  
25 Statement is submitted showing WSPA as the Respondent. Respondent WSPA incorporates  
26 herein, by reference its Complaint filed on September 25, 2023, and the Answer by Respondent  
27 District on October 16, 2023, under EMRB Case No 2023-031, and the First Amended  
28



1 Complaint filed by Complainant District on October 24, 2023, and the Answer to the First  
2 Amended Complaint filed by Respondent WSPA on November 13, 2023.

3 **I. ISSUES OF FACTS TO BE DECIDED BY THE BOARD**

4 1. Whether the Districts claim that as a result of the long-standing CBA, the many  
5 negotiation sessions that resulted in its current form, and revisions to statutory language, there  
6 were many areas of the CBA that require revisions and updating; whether the Districts claim is  
7 in addition to general changes in circumstance, such as seen in any employment context, so as  
8 to require revisions and updating of the CBA.  
9

10 2. Whether on January 10, 2023, District Superintendent Dr. Susan Enfield confirmed  
11 receipt of WSPA's notice of intent to negotiate.  
12

13 3. Whether on February 24, 2023, after not having received any further communication  
14 from the District, WSPA contacted the District's Chief Talent Officer, Dr. Kristina Mason, to  
15 determine when negotiations may begin and who would be representing the District.  
16

17 4. Whether on March 22, 2023, Mr. Hall advised that the District was not available to  
18 start negotiations until May 5, 2023.

19 5. Whether negotiations related to the CBA began on May 5, 2023.

20 6. When the district presented a red-lined proposal to WSPA whether they informed the  
21 team that many of the proposed revisions were simply to clean up the contract, streamline its  
22 provisions, and clarify inconsistencies. In addition, other proposals dealt with substantial issues  
23 of concern for WCSD.  
24

25 7. Whether of the 20 bargaining proposals given to respondents that the majority of those  
26 proposals were rejected by the WSPA.

27 8. Whether WSPA refused to bargain the District's proposed changes and/or additions  
28 to the CBA.

1 9. Whether paragraphs 16 through 28 of the May 5, 2023, negotiation sessions in the  
2 First Amended Complaint contained fabricated, embellished, and untruthful descriptions by the  
3 District of what was proposed and discussed on that date.

4 10. Whether on May 5, 2023, the parties met for their first negotiation sessions and Mr.  
5 Hall immediately stated he did not want to discuss ground rules as he believed WSPA's latest  
6 version was not going to work, and the parties were too far apart. In order to facilitate a positive  
7 start to negotiations, WSPA agreed with the understanding that NRS 288 would control in case  
8 of a dispute.  
9

10 11. Whether in this same session the District provided a "red-lined" copy of the entire  
11 CBA and wanted to go line-by-line through the proposed changes. After listening to the first  
12 several proposals WSPA caucused. After this caucus, WSPA advised that it would review the  
13 proposed changes and, due to the sheer volume of proposed changes, advised it would respond  
14 at the next session.  
15

16 12. Whether on May 22, 2023, WSPA's counsel realized he had accidentally booked  
17 negotiations with two groups for May 24, 2023, and was forced to cancel the session scheduled  
18 for WSPA. Whether this was communicated to Mr. Hall via email along with the reason for the  
19 cancellation.  
20

21 13. Whether the parties attempted to reschedule the cancelled session and agreed on June  
22 21, 2023, as a virtual session.  
23

24 14. Whether on May 25, 2023, the District unilaterally cancelled the June 7, 2023,  
25 session and provided no explanation for its cancellation.

26 15. Whether on May 31, 2023, the District confirmed that the meeting on June 21, 2023,  
27 would be held virtually and offered to send a link to all attendees.  
28

1 16. Whether on June 8, 2023, Mr. Hall unilaterally cancelled the scheduled June 21  
2 session. Whether he stated that the District did not believe virtual meetings would be productive,  
3 despite the fact that these type of negotiation meetings have been regularly used by the parties  
4 over the past three years. Whether Mr. Hall stated that he would no longer agree to meet virtually  
5 and would not meet on June 21, 2023, or provide any other dates, unless WSPA would agree to  
6 meet in-person.  
7

8 17. Whether in order to hold negotiations, WSPA agreed to meet in-person and also  
9 requested three additional in-person meeting dates between June 21, 2023, and July 31, 2023.  
10 Whether the District refused to provide any additional dates.  
11

12 18. Whether paragraphs 29 through 40 of the June 21, 2023, negotiation session in the  
13 First Amended Complaint contained fabricated, embellished, and untruthful descriptions by the  
14 District of what was proposed and discussed on that date.  
15

16 19. Whether at the June 21, 2023, session, WSPA presented proposals and/or  
17 counterproposals to five (5) articles. Whether the District presented additional language  
18 proposals on three (3) articles and the parties engaged in discussions over the proposals and  
19 counterproposals from each side but were unable to reach any agreements. Whether during this  
20 session, Ron P. Dreher, the WSPA chief negotiator for this session, informed the District that  
21 WSPA had reviewed the proposals from May 5, 2023, and was not interested in changing the  
22 language at that time other than any “clean-up” language that may be necessary. Whether Mr.  
23 Dreher advised that WSPA was open to hearing why the District wanted to negotiate the entire  
24 agreement. However, WSPA was not interested in renegotiating a new “Master CBA” when the  
25 existing CBA contained articles that had recently been updated including a very recent  
26 arbitration regarding Article 16. Whether the parties continued discussing various articles  
27 explaining their positions on those articles.  
28

1           20. Whether WSPA attempted to schedule meetings between June 22, 2023, and July  
2 31, 2023, advising the District that WSPA was available all days, including weekends and after  
3 hours, with the exception of July 4, 2023. Whether the District stated that they would review  
4 their calendars and get back to WSPA on possible dates. However, the District, after several  
5 weeks subsequently claimed that it was attempting to schedule negotiation with four bargaining  
6 groups during that same period and were not available until after July 31, 2023.  
7

8           21. Whether on June 27, 2023, the District offered August 11, 2023, as its first possible  
9 meeting date. Whether WSPA readily accepted, while still requesting to meet before July 31,  
10 2023. Whether the District did not provide times it was available or a location for the August  
11 11, 2023, session.  
12

13           22. Whether on August 8, 2023, WSPA contacted the District to obtain the time the  
14 District had scheduled to start the session and where this negotiation was scheduled to be held.  
15 Whether the District responded that it had scheduled 9 a.m. to 5 p.m. at the District office.  
16 WSPA never agreed to meet for the entire day.  
17

18           23. Whether WSPA received an “out of office” reply from Mr. Hall showing that he was  
19 in fact on vacation for the entire month of July. Whether this contradicted Mr. Hall’s earlier  
20 statements that the District could not meet due to its scheduling conflicts with other groups.  
21

22           24. Whether on August 3, 2022, WSPA advised that its team was available to meet for  
23 three hours on August 11, 2023. Whether, in response, the District threatened to cancel the  
24 meeting unless WSPA would agree to meet for the entire day. Whether the District made this  
25 demand despite the fact that there are no ground rules between the parties. Whether Mr. Hall  
26 stated that at “this stage, we are not willing to burn one of the valuable days of negotiation for  
27 only 3 hours of negotiations. We will be there for the entire day and expect the same from  
28 WSPA. If you walk out or refuse to further negotiate, we will file a charge.”

1           25. Whether paragraphs 41 through 58 of the August 11, 2023, negotiation session in  
2 the First Amendment complaint contained fabricated, embellished and untruthful descriptions  
3 by the District of what was proposed and discussed on that date.

4           26. Whether the parties met on August 11, 2023, for a session that lasted approximately  
5 three hours. Whether at this session WSPA presented four (4) counterproposals and the District  
6 presented the same proposals it had presented on May 5, 2023. Whether WSPA accepted the  
7 District's proposal that changed the title of the "Human Resource Director" to "Chief Talent  
8 Officer" throughout the CBA. Whether during this session, counsel for the District repeatedly  
9 attempted to read the entire contract line-by-line despite WSPA's assertion that it had read and  
10 understood the District's proposed changes. Whether WSPA advised that it had provided  
11 counterproposals to those items that it believed needed to be changed or renegotiated, and that  
12 the rest of the proposals were not accepted, and current language would remain. Whether, when  
13 Mr. Hall attempted to read the entire CBA for the sixth time, WSPA advised the District that  
14 unless it had further questions or items to discuss, WSPA believed the session was complete.  
15 Whether the District did not have any other questions or items to discuss, and the WSPA  
16 negotiations team ended the session.

17           27. Whether on August 16, 2023, Chief Academic Office Troy Parks forwarded an email  
18 from Superintendent Enfield to all WSPA members detailing a disputed recounting of the  
19 negotiation session between the District and the Association of Professional-Technical  
20 Administrators, ("APTA"). This email included a false recounting of the session between APTA  
21 and the District and was sent to paint the District as WSPA's protector and seemingly as a  
22 warning to WSPA regarding sharing information with WSPA's members.

23           28. Whether on August 17, 2023, Superintendent Enfield sent the following email to all  
24 WSPA members on school email and copying other District employees, stating, "*Dear*  
25  
26  
27  
28

1 *Colleagues, Negotiations between WCSD and WSPA have been ongoing since May and the*  
2 *district continues to negotiate with all its bargaining teams in good faith. Unfortunately, due*  
3 *to the actions of WSPA’s Chief Negotiator and his refusal to negotiate over mandatory and*  
4 *permissive subjects of bargaining, the district has made the difficult decision to file a*  
5 *complaint with the Government Employee-Management Relations Board (EMRB) regarding*  
6 *WSPA’s prohibited activities. Attached is the filing for those interested in reading the details.”*

7  
8 Whether WSPA’s designated representatives were not included on this email and the attachment  
9 to the email included the EMRB complaint filed by the District with all the proposals it had  
10 made to that point in negotiations. Whether these emails to the WSPA caused disruption and  
11 division in the WSPA membership.

12  
13 29. Whether on August 18, 2023, WSPA’s counsel sent a “cease and desist” letter to Mr.  
14 Hall regarding the August 17, 2023, email from Superintendent Enfield detailing that this was  
15 direct dealing and end-run bargaining in violation of NRS 288.270 and NRS 288.180(2).  
16 Whether Mr. Hall and the District never responded to this letter.

17  
18 30. Whether on August 21, 2023, WSPA sent a request for information, (“RFI”),  
19 pursuant to NRS 288.180 to the District. WSPA was requesting information regarding  
20 information on WSPA members, how many open positions there currently were in the District  
21 and how much money the District had paid to outside council over the last year.

22  
23 31. Whether the District failed to include the August 24, 2023, negotiations session in  
24 its First Amended Complaint.

25  
26 32. Whether on August 24, 2023, the parties met for negotiations for approximately  
27 seven hours. Whether, during this time, WSPA provided proposals and counterproposals on  
28 seven (7) articles covering nine (9) sections. Whether the District provided an updated, red-lined  
version of the entire CBA where it proposed changes to every article, to remove seven (7)

1 articles from the CBA and to only agree to a pay increase if WSPA would accept to remove all  
2 these articles. Whether the parties did not reach any agreements and scheduled the next session  
3 for September 14, 2023.

4 33. Whether on September 5, 2023, WSPA submitted an RFI to the District to obtain  
5 information to allow WSPA to properly perform its duties under the CBA regarding a discipline  
6 investigation. This RFI inadvertently cited NRS 288.180 instead of NRS 288.270. On  
7 September 20, 2023, WSPA sent an updated RFI citing to the correct statute.  
8

9 34. Whether on September 13, 2023, the District provided an additional response to  
10 WSPA's August 21, 2023, RFI request in which they refused to provide the requested  
11 information. Whether the District stated that, "WCSD objects to this request as irrelevant to the  
12 performance of the Union's role as bargaining representative of the unit employees."  
13

14 35. Whether on September 14, 2023, WSPA submitted an RFI to the District to obtain  
15 information to allow WSPA to properly perform its duties under the CBA regarding a grievance.  
16 This RFI inadvertently cited NRS 288.180 instead of NRS 288.270. On September 19, 2023,  
17 WSPA sent an updated RFI citing to the correct statute.  
18

19 36. Whether paragraphs 59 through 71 of the September 14, 2023, negotiation session  
20 in the First Amendment complaint contained fabricated, embellished and untruthful descriptions  
21 by the District of what was proposed and discussed on that date.  
22

23 37. Whether on September 14, 2023, the parties met for negotiations and held a session  
24 that lasted approximately five hours. Whether, during this session, the District presented  
25 confidential information from the APTA negotiations in an apparent attempt to influence and  
26 coerce WSPA into accepting the District's proposals. Whether the information presented from  
27 APTA was confidential and not subject to disclosure to the WSPA negotiation team. Whether  
28 the District withdrew all its previous proposals and submitted yet another red-lined version of

1 the CBA in which it proposed the removal of seven (7) articles and changes to thirteen (13)  
2 articles. Part of these proposals included that “The district’s financial proposal is contingent  
3 upon acceptance of WCSD’s proposals regarding articles 16, 18 and 22, since these have  
4 financial impacts that affect COLA funds.”

5           38. Whether at the September 14, 2023, session, WSPA proposed a conceptual package  
6 proposal that, if not accepted, expired the same date at 2pm. Whether WSPA clearly and  
7 unambiguously explained that rejection of any part of this conceptual package proposal would  
8 result in all WSPA previous proposals being reinstated. Whether the District rejected the entire  
9 conceptual package proposal. Whether WSPA advised the District that due to its rejection of the  
10 conceptual proposal, all original WSPA proposals were reinstated. Whether the District then  
11 advised it wanted to go line by line through its proposed changes and that it did not have a  
12 financial counterproposal.  
13  
14

15           39. Whether WSPA, believing that the parties were at a point where no agreement could  
16 be reached, advised the District that it was declaring impasse under NRS 288.217. Whether  
17 WSPA advised that it was open to continuing off-the-record discussions to attempt to reach an  
18 agreement.  
19

20           40. Whether on September 14, 2023, WSPA’s counsel sent an email to the Mr. Hall to  
21 “reiterate that [Mr. Hall], no member of the District's team, Susan Enfield or any other  
22 representative of the District has the right, authority or consent to directly contact our  
23 membership regarding negotiations, proposals or any other communication that constitutes end-  
24 run bargaining or violates NRS Chapter 288, established case law, or any other decision.” The  
25 District did not respond to this email.  
26

27           41. Whether on September 14, 2023, after Mr. Hall had received the email from WSPA’s  
28 counsel, Superintendent Enfield sent an email to WSPA’s membership making false accusations



1 against WSPA's negotiation team, holding the District out as WSPA's protector and attempting  
2 to undercut WSPA's standing with its membership. This email included specific proposals on  
3 mandatory topics of bargaining demonstrating the District's intent to negotiate directly with the  
4 WSPA membership. WSPA's designated representatives were not included on this email.  
5 Whether the email sent by Superintendent Enfield to the WSPA membership was confidential  
6 as none of the proposals released were ever given to the WSPA membership. Whether her email  
7 caused disruption and division in the WSPA membership.  
8

9 42. Whether on September 14, 2023, WSPA provided written notice to the District of its  
10 declaration of impasse and stated that it was obtaining a list of arbitrators from the Federal  
11 Mediation and Conciliation Services, ("FMCS"), which it immediately did. Whether the District  
12 did not dispute WSPA obtaining a list of arbitrators, it did not provide any proposed fact finders,  
13 and it did not oppose using FMCS. Whether WSPA also provided its proposals for impasse and  
14 requested the District provide the proposals it was moving to arbitration.  
15

16 43. Whether on September 15, 2023, WSPA provided September 21 and September 22  
17 as dates it was available to select an arbitrator and the District did not respond.  
18

19 44. Whether on September 18, 2023, the District responded to the September 14, 2023,  
20 WSPA RFI request and refused to provide the requested information.

21 45. Whether on September 19, 2023, the District responded to the September 5, 2023,  
22 WSPA RFI request and refused to provide the requested information.  
23

24 46. Whether on September 19, 2023, Mr. Hall sent a letter to WSPA claiming that the  
25 negotiations sessions between the parties did not count because they had not lasted all day and  
26 that WSPA is not allowed to declare impasse under 288.217, despite the clear language in this  
27 statute that it applies to WSPA members. Whether Mr. Hall threatened to seek legal remedies  
28 against WSPA for exercising its statutory right to declare impasse if WSPA did not immediately

1 return to the negotiations table. Whether Mr. Hall also attempted to claim that WSPA's impasse  
2 proposals were not proper and that the District would not arbitrate what it is required to arbitrate.  
3 Whether Mr. Hall did not provide any District proposals for impasse in this letter or in response  
4 to the September 14, 2023, request.

5 47. Whether on September 20, 2023, after having received no response, WSPA advised  
6 Mr. Hall that it was again available on September 20 and 21 and that the parties, pursuant to  
7 NRS 288.217, were required to select an arbitrator within five days of obtaining a list. Whether  
8 Mr. Hall responded and refused to meet and select prior to September 28, 2023, saying he was  
9 in training.  
10

11 48. Whether after multiple attempts to get Mr. Hall to agree to meet within the statutorily  
12 defined timeframes, WSPA agreed to meet on September 28, 2023, and reiterated to Mr. Hall  
13 that he was violating statute.  
14

15 49. Whether respondents after September 14, 2023, through today's date have failed to  
16 produce the requested records requested by complainants in violation of NRS 288.180(2) and  
17 NRS 288.270.  
18

## 19 **II. ISSUES OF LAW TO BE DECIDED BY THE BOARD**

20 50. Whether the District's failure to promptly begin negotiations constitutes a prohibited  
21 practice under NRS 288.180.

22 51. Whether the District's refusal to discuss ground rules constitutes a prohibited  
23 practice under NRS 288.180.  
24

25 52. Whether the District's refusal to keep scheduled meetings and to meet at regular,  
26 reasonable intervals constitutes a prohibited practice under NRS 288.032, NRS 288.150, NRS  
27 288.180 and NRS 288.270.  
28

1           53. Whether the District's failure and refusal to communicate with all WSPA's  
2 designated representatives constitutes a prohibited practice under NRS 288.150 and NRS  
3 288.270.

4           54. Whether the District's refusal to provide requested information to WSPA that WSPA  
5 deems necessary and relevant for negotiations and to enforce the CBA constitutes prohibited  
6 practices under NRS 288.180 and NRS 288.270.

7           55. Whether the District's direct negotiations with the WSPA membership, outside of  
8 and without the consent of the designated representatives, is direct dealing or "end-run  
9 bargaining," and is a prohibited practice under NRS 288.150, NRS 288.220 and NRS 288.270.  
10

11           56. Whether the District's actions of directly contacting WSPA membership, outside of,  
12 and without the consent of WSPA's designated representatives, constitutes direct dealing or  
13 "end-run bargaining," and an attempt to dominate, interfere or assist in the formation or  
14 administration of any employee organization and is a prohibited practice under NRS 288.220  
15 and NRS 288.270.  
16

17           57. Whether the District's attempt to hold itself out as the protector of WSPA  
18 membership is direct dealing or "end-run bargaining," and is a prohibited practice under NRS  
19 288.032, NRS 288.150, NRS 288.220 and NRS 288.270.  
20

21           58. Whether the District's attempt to negotiate mandatory topics of bargaining directly  
22 with WSPA's membership is direct dealing or "end-run bargaining," and is a prohibited practice  
23 under NRS 288.032, NRS 288.150, NRS 288.220, and NRS 288.270.  
24

25           59. Whether the District's attempt to undercut the Association's status with its members  
26 and to influence negotiations is direct dealing or "end-run bargaining," and is a prohibited  
27 practice under NRS 288.032, NRS 288.220 and NRS 288.270.  
28

1           60. Whether the District has discriminated against WSPA and its designated  
2 representatives for personal and political reasons in violation of NRS 288.270.

3           61. Whether WSPA's declaration of impasse was proper under NRS 288.217.

4           62. Whether the District's refusal to meet and select an arbitrator in the required  
5 timeframes is a prohibited practice under NRS 288.200, NRS 288.217 and NRS 288.270.

6  
7           **III.       MEMORANDUM OF POINTS AND AUTHORITIES**

8           **a. Failure to bargain in good faith.**

9           The obligation imposed upon both management and labor organizations to bargain  
10 collectively in good faith includes a mutual obligation to meet at reasonable times, for  
11 reasonable amounts of time, and to bargain in good faith in negotiations to reach an agreement.  
12  
13 As this Board has previously held, the Local Government Employee-Management Relations Act  
14 (EMRA) imposes a reciprocal duty on employers and bargaining agents to "negotiate in good  
15 faith" on those subjects listed in NRS 288.150, and a refusal by either party to do so is "a  
16 prohibited labor practice." *City of Reno v. International Assoc. of Firefighters Local 731*, Item  
17 No. 253-A, Case No. A1-045472 (1991). Additionally, "[g]ood faith bargaining requires that a  
18 bargaining team have some level of authority." *Police Officers Association of the Clark County*  
19 *School District v. Clark County School District*, EMRB Item No. 809, Case No. A1-046113  
20 (2015).

21  
22           The "duty to bargain in good faith does not require that the parties actually reach an  
23 agreement but does require that the parties approach negotiations with a sincere effort to do so."  
24 *Id.* When determining whether the sincere negotiations have occurred, the Board will draw  
25 "inferences from conduct of the parties as a whole." *Id.* (quoting *NLRB v. Insurance Agent's*  
26 *International Union*, 361 U.S. 488 (1970)). Cancelling multiple previously scheduled meetings  
27 without good cause is evidence of bad faith. *Id.* Likewise, a refusal to meet with the Association  
28

1 is “an indisputable instance of failure to bargain in good faith.” *City of Reno v. Reno Police*  
2 *Protective Ass’n*. 98 Nev. 472, 653 P.2d 156 (1982). It is a “significant indicator of bad faith  
3 bargaining” when a party does not designate a representative or team that has the authority to  
4 negotiate the contract. *Police Officers Association of the Clark County School District v. Clark*  
5 *County School District*, Item No. 809, Case No. A1-046113 (Oct. 20, 2015). Moreover, NRS  
6 288.270(e) provides it is a prohibited practice for an employer to “[r]efuse to bargain  
7 collectively in good faith **with the exclusive representative** as required in NRS 288.150.”  
8 (Emph. added.)  
9

10 Nevada Revised Statute 288.280 provides that “[a]ny controversy concerning prohibited  
11 practices may be submitted to the board” and the Nevada Supreme Court has recognized that  
12 the “EMRB has exclusive jurisdiction over unfair labor practice issues.” *City of Reno v. Reno*  
13 *Police Protective Ass’n*, 118 Nev. 889, 895, 59 P.3d 1212, 1217 (2002). As stated clearly and  
14 concisely in the Complaint, WSPA has raised multiple controversies concerning prohibited  
15 practices that are within the Board’s jurisdiction and are judiciable. It is well established that  
16 the “Board is permitted to hear and to determine any complaint arising out of the interpretation  
17 of, or performance under, the provisions of Chapter 288.” *I.A.F.F. Local 731 v. City of Reno*,  
18 EMRB Item No. 257, Case No. A1-045466 (1991). An interest arbitration, which will be held  
19 between the parties, is not a grievance arbitration covered under the CBA.  
20  
21

22 Furthermore, negotiation sessions are closed and confidential. *See Washoe County*  
23 *Teachers Association v. Washoe County School District*, EMRB Item No. 54, Case No. A1-  
24 045295 (1976) (holding that “the unilateral determination by the Washoe County school district  
25 that negotiations between the District and the Washoe County Teachers Association be open  
26 and public constitutes a refusal to bargain collectively in good faith and violation of the  
27 provisions of NRS 288.270 (1) (e)”).  
28

1                   **b.       Failure to provide the requested information as required.**

2                   During contract negotiations, NRS 288.180(2) provides that, “the employee organization  
3 or the local government employer may request reasonable information concerning any subject  
4 matter included in the scope of mandatory bargaining which it deems necessary for and relevant  
5 to the negotiations.” The statute continues to clarify that, “[t]he information requested must be  
6 furnished without unnecessary delay. The information must be accurate, and must be presented  
7 in a form responsive to the request and in the format in which the records containing it are  
8 ordinarily kept.” *See also Reno Police Protective Association vs. City of Reno*, EMRB Item  
9 No.175, Case No. A1-045390, (1985).

10                   Moreover, the Board has determined that, “a local government employer and a  
11 bargaining agent have a mutual obligation to bargain in good faith. This obligation is not limited  
12 to negotiating the terms of a collective bargaining agreement. The parties’ duty to bargain in  
13 good faith extends through the duration of a collective bargaining agreement.” *Douglas County*  
14 *Professional Education Association and Douglas County Support Staff Organization vs.*  
15 *Douglas County School District*, EMRB Item No. 755A, Case No. A1-046008, (2012). This  
16 obligation is supported by NRS 288.270(1)(e) and NRS 288.270(2)(a) and it includes providing  
17 information and responses to RFIs throughout the term of the CBA when the “information  
18 necessary to enforce the terms of a collective bargaining agreement.” *Id.*

19                   **c.       Direct dealing or “end-run bargaining.”**

20                   Direct dealing, or end-run bargaining, is established by a three-part test that was set forth  
21 in *Permanente Medical Group*. 332 N.L.R.B. 1143. This three-part test looks to see if the  
22 complaint “shows that (1) the employer communicated with represented employees, (2) that the  
23 purpose of the communication was either to establish a change to a mandatory subject of  
24  
25  
26  
27  
28

1 bargaining or to undercut the bargaining agent' role in negotiations; and (3) the communications  
2 were made without notice or to the exclusion of the bargaining agent.” *Id.*

3 It is well established that an “employer’s statutory obligation is to deal with the  
4 employees through the union, and not with the union through the employees.” *General Electric*  
5 *Co.* 150 N.L.R.B. 192, 195 (1964). NRS Chapter 288, just as required by the National Labor  
6 Relations Act, (“NLRA”), requires that “an employer must bargain exclusively with the  
7 bargaining agent, and may not bargain directly with represented employees.” *Ormsby County*  
8 *Teachers' Assn. v. Carson City School District*, Item No. 114 EMRB Case No. A1-045339,  
9 (1981). The standard established by NRS Chapter 288 and the NLRA clearly defines that an  
10 employer’s direct communication with employees is allowed only if “such expression contains  
11 no threat of reprisal or force or promise of benefit,” and provided that this communication is not  
12 “likely to erode 'the Union's position a exclusive representative.” *Las Vegas Fire Fighters Local*  
13 *1285 v. City of Las Vegas*, EMRB Item No. 786, Case No. A1-046074 (2013) (citing *Dayton*  
14 *Newspapers v. NLRB*, 402 F.3d 651 (6th Cir. 2005)). Employer conduct that can be reasonably  
15 construed as dominating or interfering with an employee organization constitutes a violation of  
16 NRS 288.270(1)(b). *Id.*

17 In addition, as here, when the statements themselves “constitute unfair labor practices,  
18 for instance because they disparage the union, hold the employer out as the employees’  
19 protector, or undermine the union by changing employment conditions treated in the collective  
20 bargaining agreement, direct dealing is presumed.” *Id.*

21 An employer’s actions can be said to violate NRS 288.270(1)(a) if its conduct can be  
22 reasonably said to interfere with the “free exercise of employee rights under the Act.” *Juvenile*  
23 *Justice Supervisors Ass 'n v. County of Clark*, Case No. 2017-020, Item No. 834 (2018), citing  
24 *Clark Cty. Classroom Teachers Ass'n v. Clark County Sch. Dist.*, EMRB Item No. 237, Case  
25  
26  
27  
28

1 No. A1-04543 (1989). An employer's acts need not be coercive in actual fact, but rather if the  
2 act or acts had a reasonable tendency, when looking at the overall circumstances, to intimidate.  
3 *Billings and Brown v. Clark County*, EMRB Item No. 751 (2012).

4 **d. Discrimination against WSPA for political or personal reasons.**

5 The EMRA is unique in that it allows for discrimination based on personal reasons or  
6 affiliations. The Board has defined personal reasons "'non-merit-or-fitness factors and would  
7 include the dislike of or bias against a person which is based on individual's characteristics,  
8 beliefs, affiliations, or activities that do not affect the individual merit or fitness for any  
9 particular job.'" *Kilgore v. City of Henderson*, Item No. 550H, Case No. A1-045763 (Mar. 30,  
10 2005) (approved by the Nevada Supreme Court in *City of North Las Vegas v. Glazier*, Case No.  
11 50781 (unpublished 2010)). Discriminating against an employee organization or individual  
12 employees based on a personal dislike for the designated representatives is a violation of NRS  
13 288.270(1)(f).  
14  
15

16 **e. The declaration of impasse was not improper under NRS 288.217(2).**

17 NRS 288.217(2) states in part that, "[i]f the parties to a negotiation pursuant to this  
18 section have failed to reach an agreement after at least four sessions of negotiation, either party  
19 may declare the negotiations to be at an impasse and, after 5 days' written notice is given to the  
20 other party, submit the issues remaining in dispute to an arbitrator." The parties in this case held  
21 five negotiations sessions and more than five days passed prior to submitting the dispute to an  
22 arbitrator. The Board has held that Administrators are considered "teachers" as it is defined in  
23 NRS 288.217, and the impasse procedures in this statute control for groups such as WSPA. *See*  
24 *Clark County Association of School Administrators v Clark County School District*, EMRB Item  
25 No. 394, Case A1-045593 (1996).  
26  
27  
28



1                   **IV.    NAC 288.250(1)(c) STATEMENT**

2                   WSPA is not aware of any outstanding, pending or anticipated judicial or administrative  
3 hearing related to this matter.

4                   **V.     LIST OF POTENTIAL WITNESSES**

- 5                   A.     Colbee Riordan – WSPA President. Ms. Riordan is expected to testify to the  
6 facts and circumstances surrounding the Complaints and the actions and  
7 inactions taken by the District during the time periods encompassed in the  
8 Complaints.
- 9                   B.     Freeman Holbrook – Former WSPA President. Mr. Freeman is expected to  
10 testify to the relevant material facts and circumstances brought forth in the  
11 Complaint to which he has knowledge and the actions and inactions taken by  
12 Respondents related to the issues in the Complaint.
- 13                  C.     Megan Waugh, WSPA Negotiation Team Member and note taker. Ms. Waugh is  
14 expected to testify to the relevant material facts and circumstances brought forth  
15 in the Complaint to which he has knowledge and the actions and inactions taken  
16 by Respondents related to the issues in the Complaint.
- 17                  D.     Ron P. Dreher, WSPA representative, Chief negotiator, negotiation team  
18 member. Mr. Dreher is expected to testify to the relevant material facts and  
19 circumstances brought forth in the Complaint to which he has knowledge and the  
20 actions and inactions taken by Respondents related to the issues in the Complaint.
- 21                  E.     Jim Verdi, WSPA Negotiation Board and Team Member. Mr. Verde is expected  
22 to testify to the relevant material facts and circumstances brought forth in the  
23 Complaint to which he has knowledge and the actions and inactions taken by  
24 Respondents related to the issues in the Complaint.
- 25                  F.     All witnesses identified by WCSD (Complainant).
- 26                  G.     Additional witnesses may be supplemented based on newly developed  
27 information.

28                  **VI.    ESTIMATED TIME**

Respondent estimates that it will need ten (10) hours to present its position.

///

///

1                   **VII. CONCLUSION**

2                   The District, by and through their actions and inactions, has not bargained in good faith  
3 with the Association by attempting to dominate and interfere with the Association, by  
4 negotiating mandatory topics of bargaining directly with the Association’s membership without  
5 the knowledge or consent of the Associations designated representatives, by undercutting the  
6 Association’s designated representatives role in negotiations, by unilaterally and unreasonably  
7 cancelling negotiation sessions, by failing to meet at reasonable times and intervals, by refusing  
8 to provide requested information, by failing to keep negotiations confidential, by discriminating  
9 against the Association’s representatives for personal and political reasons, and will continue to  
10 do so absent an Order from the Board.  
11

12                   **Wherefore**, based on the foregoing and after hearing, Respondent requests the following  
13 relief be granted:  
14

- 15                   a.       An order finding the actions by the District and its representatives  
16                   constitute prohibited practices in accordance with NRS 288.270;
- 17                   b.       An order requiring the District to immediately provide the requested  
18                   information in accordance with NRS 288.180;
- 19                   c.       An order requiring the District to cease in violating NRS Chapter 288;
- 20                   d.       An order requiring the District to comply with all applicable NRS  
21                   Chapters;
- 22                   e.       An order requiring the District to post a notice, where notices are  
23                   normally posted and read by its employees and the public, whereby the District  
24                   promises to comply with the Nevada Revised Statutes violated in this case and  
25                   to cease from committing any further prohibited practices;  
26  
27  
28

- 1 f. An order requiring the District to immediately cease committing direct  
2 dealing or “end-run bargaining”;
- 3 g. An order requiring the District to immediately cease directly contacting  
4 WSPA membership in attempts to directly negotiate with them and to influence,  
5 divide and intimidate the members;
- 6 h. An order requiring the District to pay the Association’s reasonable  
7 attorney and representatives’ fees and expenses in bringing this action due to the  
8 egregious and illegal conduct of the District and its representatives; and
- 9 i. Any other relief that the Government Employee-Management Relations  
10 Board deems appropriate.  
11  
12

13  
14 DATED this 4<sup>th</sup> day of December, 2023.

15 /s/ Ronald J. Dreher  
16 Ronald J. Dreher  
17 NV Bar No. 15726  
18 P.O. Box 6494  
19 Reno, NV 89513  
20 Telephone: (775) 846-9804  
21 ron@dreherlaw.net  
22 *Attorney for Respondent*  
23  
24  
25  
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**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Washoe School Principals' Association and that on this date I served a true and correct copy of the preceding document addressed to the following:

Anthony Hall, Esq.  
Nevada Bar No. 5977  
AHall@SHJNevada.com  
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Nevada Bar No. 15280  
JMcGuire@SHJNevada.com  
Simons Hall Johnston, PC  
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Reno, Nevada 89511  
Telephone: (775) 785-0088  
*Attorneys for Complainant*

13 by electronic service by transmitting the copy electronically as an attachment to electronic mail  
14 in portable document format.

15  
16  
17 DATED this 4th day of December, 2023.

18 /s/ Ronald J. Dreher  
19 Ronald J. Dreher  
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21 P.O. Box 6494  
22 Reno, NV 89513  
23 Telephone: (775) 846-9804  
24 dreherlaw@outlook.com  
25 *Attorney for Respondent*  
26  
27  
28

**CERTIFICATE OF SERVICE**

Pursuant to NAC 288.070, the undersigned hereby certifies that I am the counsel for the Washoe School Principals' Association that on this date I served a true and correct copy of the preceding document addressed to the following:

Bruce Snyder, Esq.  
Commissioner, EMRB  
bsnyder@business.nv.gov  
3300 W. Sahara Avenue  
Suite 260  
Las Vegas, NV 89102  
bsnyder@business.nv.gov

by electronic service by transmitting the copy electronically as an attachment to electronic mail in portable document format.

DATED this 4th day of December, 2023.

/s/ Ronald J. Dreher  
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7 *Attorneys for Complainant/Respondent*  
8 *Washoe County School District*

FILED  
December 5, 2023  
State of Nevada  
E.M.R.B.  
11:37 a.m.

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

11 WASHOE COUNTY SCHOOL DISTRICT,  
12 Complainant,

Case No.: Consolidated Case 2023-024

13 vs.

14 WASHOE SCHOOL PRINCIPALS'  
ASSOCIATION,  
15 Respondent.

18 WASHOE SCHOOL PRINCIPALS'  
ASSOCIATION,  
19 Complainant,

20 vs.

21 WASHOE COUNTY SCHOOL DISTRICT,  
22 Respondent.

23  
24  
25  
26 **WASHOE COUNTY SCHOOL DISTRICT'S PRE-HEARING STATEMENT**

27 **COMES NOW**, Complainant/Respondent, Washoe County School District ("WCSD"), by  
28 and through its undersigned counsel of record, and hereby files its Pre-Hearing Statement:

1       **I.       FACTUAL AND PROCEDURAL HISTORY**

2                   **A.       Facts to be Determined by the Board**

3           1.       Whether WCSD and WSPA entered into a Negotiated Agreement (the “CBA” or  
4 “Contract”) in 2005.

5           2.       Whether since the establishment of the CBA, the parties have regularly met to  
6 renegotiate the terms of the CBA.

7           3.       Whether as a result of the long-standing CBA, the many negotiation sessions that  
8 resulted in its current form, and revisions to statutory language, there are many areas of the CBA  
9 that require revisions and updating. This is in addition to the changes that are required to any CBA  
10 due to the continuously changing requirements and protections throughout employment law during  
11 the effective dates of the prior iterations of the CBA.

12           4.       Whether the current version of the CBA that WCSD and WSPA are operating under  
13 is effective July 1, 2021.

14           5.       Whether WCSD acted in bad faith because it notified WCSD of its desire to  
15 renegotiate in January 2023; however, negotiations did not begin until May.

16           6.       Whether on March 15, 2023, counsel for WCSD informed counsel for WSPA that he  
17 would like to schedule negotiation sessions for mid to late June to have all of the meetings being as  
18 productive as possible in light of the then ongoing legislative session and the lack of a budget for  
19 the following years.

20           7.       Whether the parties continued to discuss scheduling issues through March 27, 2023.

21           8.       Whether on April 20, 2023, counsel for WSPA provided draft ground rules.

22                                   **May 5, 2023, Negotiation Session**

23           9.       Whether negotiations related to the CBA began on May 5, 2023. Compl. at 4:27–  
24 5:1.

25           10.      Whether Anthony L. Hall, Esq. appeared on behalf of WCSD as its Chief Negotiator.

26           11.      Whether Ron Dreher, Esq. appeared on behalf of WSPA as its Chief Negotiator.

27           12.      Whether at the onset of the May 5, 2023, negotiation session, WCSD presented a red-  
28 lined proposal of the CBA to WSPA and pointed out to the WSPA team that many of the proposed

1 revisions were simply to clean-up the Contract, streamline its provisions, and clarify inconsistencies.  
2 In addition, other proposals dealt with substantial issues of concern for WCSD.

3 13. Whether as an example of a clean-up proposal, WCSD proposed a revision to Article  
4 1 (Definitions) to change “unit member,” “member,” “administrator,” “bargaining unit members,”  
5 “administrative persons,” etc. to simply “employee” in order to create consistency throughout the  
6 Contract since the CBA used multiple variations, inconsistently, throughout the CBA.

7 14. Whether as another example, Article 4 (Fair Practices) which in its current state  
8 prohibits discrimination on the basis of race, creed color, national origin, sex, age, or handicap.  
9 However, NRS 613.330 and .340 include additional categories that the CBA fails to mention. As a  
10 result, in order to be consistent with state law, WCSD proposed to expand the coverage of this  
11 provision to include pregnancy, sexual orientation, genetic information, and gender identity and  
12 expression. *Id.*

13 15. Whether in addition, WCSD proposed deletion of Article 7 (Disability Clause). As  
14 written, WSPA was limiting its member’s rights by failing to be consistent with the Americans with  
15 Disabilities Act (“ADA”) and NRS 613.

16 16. Whether as another example, WCSD proposed amending Article 10 (Temporary  
17 Leaves of Absence), since it referred to a form that no longer existed.

18 17. Whether as a further example, WCSD proposed changes to Article 10.6 which  
19 addresses military leave. As currently written, the vague language of the article should be replaced  
20 with more specific language to offer additional protections in accordance with 38 U.S.C. § 4303(17).

21 18. Whether of the twenty-seven (27) Articles that appear in the CBA, WCSD proposed  
22 revisions to at least twenty (20) *mandatory* bargaining issues, including portions of the following  
23 Articles for consideration by WSPA:

- 24 a. Article 1.2 (Definitions) which pertains to NRS 288.150(2)(j) and NRS  
25 288.150(2)(k) regarding a recognition clause and the method used to  
26 classify employees in the bargaining unit, respectively.
- 27 b. Article 1.10 (Definitions) which pertains to NRS 288.150(2)(g) regarding  
28 total hours of work required of an employee on each workday or



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- workweek.
- c. Article 1.12 (Definitions) which pertains to NRS 288.150(2)(b) and NRS 288.150(2)(e) regarding definitions related to sick leave and other paid or nonpaid leaves of absence, respectively.
  - d. Article 2.2 (Recognition) which pertains to NRS 288.150(2)(j) and NRS 288.150(2)(k) regarding a recognition clause and the method used to classify employees in the bargaining unit, respectively.
  - e. Article 3.1 (Negotiations) which pertains to NRS 288.150(2)(m) regarding protection of employees in the bargaining unit from discrimination because of participation in recognize employee organizations consistent with the provisions of the chapter.
  - f. Article 4.1 (Fair Practices) which pertains to NRS 288.150(2)(j) and NRS 288.150(2)(k) regarding a recognition clause and the method used to classify employees in the bargaining unit, respectively.
  - g. Article 5.1 (No Strikes/Work Stoppages) which pertains to NRS 288.150(2)(n) regarding no-strike provisions consistent with the provisions of the chapter.
  - h. Article 9.1 (Dues Deduction) which pertains to NRS 288.150(2)(l) regarding deduction of dues for the recognized employee organization.
  - i. Article 10 (Temporary Leaves of Absence) which pertains to NRS 288.150(2)(b), NRS 288.150(2)(c), NRS 288.150(2)(d), and NRS 288.150(2)(e) regarding sick leave, vacation leave, holidays, and other paid or nonpaid leaves of absence, respectively.
  - j. Article 11 (Extended Leaves of Absence) which pertains to NRS 288.150(2)(b), NRS 288.150(2)(c), NRS 288.150(2)(d), and NRS 288.150(2)(e) regarding sick leave, vacation leave, holidays, and other paid or nonpaid leaves of absence, respectively.
  - k. Article 13 (Sick Leave, Disability Benefits, and Sick Leave Bank) which

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pertains to NRS 288.150(2)(b), NRS 288.150(2)(c), NRS 288.150(2)(d), and NRS 288.150(2)(e) regarding sick leave, vacation leave, holidays, and other paid or nonpaid leaves of absence, respectively.

- l. Article 16 (Required Days) which pertains to NRS 288.150(2)(h) regarding total number of days' work required of an employee in a work year.
- m. Article 18 (Dismissal and Disciplinary Procedures Including Grievance and Binding Arbitration) which pertains to NRS 288.150(2)(i) regarding discharge and disciplinary procedures.
- n. Article 19 (Reduction in Force) which pertains to NRS 288.150(2)(v) regarding procedures for reduction in workforce consistent with the provisions of the chapter.
- o. Article 22 (Grievance Procedures) which pertains to NRS 288.150(2)(o) regarding grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining units.
- p. Article 23 (Administrator Protection) which pertains to NRS 288.150(2)(r) regarding safety of the employee.
- q. Article 24 (Professional Compensation) which pertains to NRS 288.150(2)(a) regarding salary or wage rates or other forms of direct monetary compensation.
- r. Article 25 (Administrative Reclassification) which pertains to NRS 288.150(2)(j) and NRS 288.150(2)(k) regarding a recognition clause and the method used to classify employees in the bargaining unit, respectively.
- s. Article 26 (Term of Agreement) which pertains to NRS 288.150(2)(q) regarding duration of collective bargaining units.
- t. Article 27 (Administrator Overage) which pertains to NRS 288.150(2)(j) and NRS 288.150(2)(k) regarding a recognition clause and the method used to classify employees in the bargaining unit, respectively.

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*See generally id.*

19. Whether in sum, WCSD’s proposals undoubtedly concerned subjects of mandatory bargaining and many of the proposed changes were mutually beneficial.

20. Whether during the first negotiation session, Counsel for WCSD explained that WCSD would be happy to explain the reasoning behind each of its proposals.

21. Whether Counsel for WSPA declined to discuss the proposals and instead asked for a caucus.

22. Whether after the caucus, counsel for WSPA requested to end the session early in order to review the proposed revisions and have a subsequent discussion on WCSD’s proposals.

23. Whether even though WSPA indicated that they had proposals to provide, WSPA indicated that it would not be providing any proposals at the current meeting.

24. Whether since WSPA did not provide any proposals and since it requested time to review and consider WCSD’s proposals, and specifically based upon the commitment that it would review WCSD’s proposals and discuss them at the next session, WCSD agreed to end the negotiation session early.

**Events that Transpired During the Break Between**

**May 5, 2023, and June 21, 2023, Negotiation Sessions**

25. Whether on May 20, 2023, counsel for WSPA submitted a request for information (“RFI”) to WCSD seeking information regarding a compensation study that was performed.<sup>1</sup>

26. Whether on May 22, 2023, counsel for WSPA unilaterally cancelled the negotiation session that had been scheduled for that week.

27. Whether the parties continued to schedule sessions throughout the next week.

28. Whether on June 8, 2023, counsel for WCSD informed WSPA that it did not think remote sessions would be productive and cancelled the June 21, 2023, negotiations session.

29. Whether WSPA accused WCSD of acting in bad faith by not agreeing to negotiate virtually. WSPA then demanded WCSD provide dates between June 21 and July 31 that WCSD

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<sup>1</sup> WCSD provided the study in response to the RFI and also handed it out during a subsequent negotiation session.

1 would be available to meet virtually. *Id.* The Parties then continued to discuss potential dates.

2 30. Whether on June 16, 2023, the parties continued to attempt to schedule negotiation  
3 sessions. Notably, WCSD stated “[i]t is also my understanding from your 6/8 email that WSPA is  
4 not available after June 21 through July 31 for in person negotiations. **This period of unavailability**  
5 **matches the unavailability of many of my team** since historically July has been used by  
6 administration employees for vacations and other pre-planned obligations.” *Id.* (emphasis added).

7 31. Whether also on that same date, counsel for WCSD provided WSPA’s counsel with  
8 excerpts of the professional rules of conduct and requested that he not communicate directly with  
9 his client; while simultaneously informing WSPA that WSPA’s demand that WCSD not remove his  
10 clients from the email chain was being interpreted as WSPA’s counsel’s consent to communicate  
11 with his clients pursuant to NRPC 4.2.

#### 12 June 21, 2023, Negotiation Session

13 32. Whether negotiations resumed on June 21, 2023.

14 33. Whether at the onset of the June 21, 2023, meeting, WSPA<sup>2</sup> refused to negotiate  
15 because WCSD was seeking to renegotiate the “entire Contract.”

16 34. Whether WCSD pointed out that this was a factually inaccurate statement and  
17 explained that most of the proposals dealt with terms that are clearly within the scope of mandatory  
18 subjects of bargaining under NRS 288.150.

19 35. Whether the parties then broke for caucus. Upon returning, counsel WSPA once again  
20 refused to negotiate WCSD’s proposals claiming that it refused to renegotiate the entire Contract.

21 36. Whether WCSD questioned this behavior and indicated that WCSD felt this was baith  
22 faith and a failure to bargain.

23 37. Whether WCSD offered to explain its reasoning for the proposed revisions.

24 38. Whether WSPA refused to listen.

25 39. Whether WCSD attempted to get WSPA to discuss the basis for denying changes to  
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27  
28 <sup>2</sup> Ron P. Dreher, Sr. substituted as lead negotiator for his son, Ron J. Dreher, at this meeting.

1 specific provisions, such as those in Articles 1, 4 and 7.

2 40. Whether WSPA refused.

3 41. Whether WSPA's lead negotiator simply kept saying he would not discuss any of the  
4 proposed changes that WCSD provided.

5 42. Whether WCSD explicitly asked a final time if WSPA would explain why it was  
6 rejecting every proposal made by WCSD. WSPA confirmed that it was rejecting all of WCSD's  
7 proposals, but provided no explanation beyond its explanation that it would not negotiate the entire  
8 contract. WCSD again offered to explain and discuss its proposals. In response, WSPA stated that  
9 it refused to listen to the reasons for the proposed changes and refused to provide any rationale for  
10 its across-the-board rejection of WCSD's proposals, which clearly included subjects of mandatory  
11 bargaining.

12 **Events that Transpired During the Break Between the**  
13 **June 21, 2023, and the August 11, 2023, Negotiation Sessions**

14 43. Whether on June 27, 2023, and June 28, 2023, counsel exchanged emails regarding  
15 revisions to the proposed agreement.

16 44. Whether on June 29, 2023, counsel continued to communicate regarding tracked  
17 changes to the proposed agreement.

18 45. Whether on August 2, 2023, counsel communicated regarding the meeting location  
19 for the upcoming negotiation session.

20 46. Whether on August 3, 2023, counsel for WSPA contacted WCSD's counsel's office  
21 regarding the time and location of the August 11, 2023, negotiation session. *Id.*

22 47. Whether that same date, counsel for WSPA indicated he was unaware of the 9:00  
23 a.m. start time and indicated he may not be able to accommodate that timing.

24 48. Whether later that same day, counsel for WSPA confirmed his team's availability to  
25 negotiate from 9:00 a.m.-12:00 p.m. on August 11, 2023.

26 49. Whether on August 7, 2023, counsel for WCSD informed counsel for WSPA that  
27 WCSD objected to ending the negotiation session at noon.

28 50. Whether later that same day, counsel for WSPA indicated that no times were set for

1 the negotiation session, but WSPA intended to negotiate in good faith. *See id.*

2 51. Whether on August 8, 2023, counsel for WCSD informed counsel for WSPA that  
3 WCSD expected a full day of negotiations; not merely three hours.

4 **August 11, 2023, Negotiation Session**

5 52. Whether Negotiations resumed on August 11, 2023.

6 53. Whether Counsel for WSPA immediately indicated that he was not interested in  
7 negotiating any of the terms proposed by WCSD and even stated that they only wanted to talk about  
8 the proposals being made by WSPA.

9 54. Whether Counsel for WSPA stated at another point that he was only interested in  
10 discussing the issues he deemed important, which were financial issues.

11 55. Whether WCSD explained that it was interested in discussing both its' proposals and  
12 any proposals WSPA provided. However, WCSD explained that most of its proposals must be  
13 negotiated under Nevada law, since most of them are subjects of mandatory bargaining.

14 56. Whether the parties broke for a caucus, after the caucus, the only revision that counsel  
15 for WSPA would agree to was the revision of the title of Dr. Kristina Mason from "Chief Human  
16 Resources Officer" to "Talent Officer."

17 57. Whether despite the mandatory nature of most of WCSD's proposed revisions,  
18 counsel for WSPA indicated that, "[he] was not even willing to consider changes" other than the  
19 title change.

20 58. Whether WCSD warned counsel for WSPA that his behavior was in bad faith and  
21 was a refusal to bargain. WCSD offered counsel for WSPA another chance to negotiate the  
22 mandatory proposals.

23 59. Whether Counsel for WSPA refused.

24 60. Whether in the face of this refusal, WCSD attempted to direct counsel for WSPA to  
25 Article 4 (Fair Practices) in order to explain that it was to the detriment of the members to leave the  
26 article in its current state since it did not reflect the law because it did not include protections for  
27 pregnancy, sexual orientation, genetic information, and gender identity and expression.

28 61. Whether Counsel for WSPA's response was, "we refuse and reject."

1           62.     Whether WCSD asked if counsel for WSPA would at least entertain WCSD’s reasons  
2 for the proposals or explain why they were rejected, and WSPA refused without further explanation.

3           63.     Whether WCSD continued to try to negotiate and attempted to explain that some of  
4 the provisions offered under the contract were not as generous as those offered under the Family and  
5 Medical Leave Act. Counsel for WSPA cut WCSD’s counsel off, spoke over him and again refused  
6 to discuss.

7           64.     Whether WCSD then turned to another Article and attempted to begin to explain the  
8 basis for WCSD’s requested changes. Again, WSPA cut WCSD’s counsel off by speaking over him  
9 and stated loudly that they would not discuss it.

10          65.     Whether Counsel for WSPA repeatedly reiterated that the only issues he was willing  
11 to discuss were “their issues.”

12          66.     Whether WCSD informed counsel for WSPA that he was acting in bad faith and  
13 again offered him a chance to negotiate.

14          67.     Whether Counsel for WSPA once again declined.

15          68.     Whether Counsel for WSPA then abruptly ended the negotiation session at about  
16 11:00 a.m. despite the fact that the parties had reserved an entire day for negotiations. The WSPA  
17 team then dramatically staged a walk out of the negotiations room.

18          69.     Whether upon information and belief, WSPA’s Counsel improperly ended the  
19 negotiation session early, in order to prepare a brief in connection with another union’s negotiations.

20          70.     Whether this was a disservice to WSPA, as much as it was an obvious violation of  
21 NRS 288.150(2) and NRS 288.270(2)(b).

22                                 **Events that Transpired During the Break Between the**  
23                                 **August 11, 2023, and September 14, 2023, Negotiation Sessions**

24          71.     Whether on August 16, 2023, WSPA submitted a request for information seeking,  
25 “the amount of compensation, wages, fees and any other monies that have been paid by the Washe  
26 [sic] County School District [sic] to Anthony Hall, Esq. and to the Simons Hall Johnston law firm  
27 from January 2023 to today’s date.”

28          72.     Whether on August 24, 2023, WSPA requested a financial package proposal by the

1 following week.

2 73. Whether on August 28, 2023, counsel for WSPA confirmed agreement to two (2)  
3 language changes in the CBA: changing Human Resources to Talent Office and using the word  
4 administrator to identify the bargaining unit members.

5 74. Whether on September 3, 2023, counsel for WCSD addressed WSPA's allegations  
6 of end-run bargaining on behalf of WCSD in the form of the email communication and demanded  
7 additional details regarding any other alleged prohibited communications. No further information  
8 was supplied by WSPA.

9 **September 14, 2023, Negotiation Session**

10 75. Whether negotiations resumed on September 14, 2023.

11 76. Whether the negotiation session was scheduled to take place from 9:00 a.m.-5:00  
12 p.m.

13 77. Whether at the onset of the negotiations, WSPA provided a verbal financial proposal.

14 78. Whether WCSD informed WSPA that it had questions regarding the proposal.

15 79. Whether WCSD put forth several proposals beyond the financial issues which were  
16 meant to fix/improve the articles.

17 80. Whether WCSD further informed WSPA that it was prepared to present additional  
18 proposals, including a counter-offer to WSPA's financial proposal.

19 81. Whether WSPA refused to address WCSD's questions, repeated the now common  
20 statement that WSPA only would talk about what it wanted to talk about, and called for a caucus.

21 82. Whether during the negotiation session, WCSD properly submitted an oral request  
22 for information to the WSPA regarding the data surrounding the tracking of certain Article 16 Non-  
23 Contract time WSPA had represented it had data regarding.

24 83. Whether at approximately 1:30 p.m., after WSPA was again informed that WCSD  
25 had a proposal for WSPA but would like to discuss a couple issues in order to finalize the proposal,  
26 instead, WSPA declared an impasse under NRS 288.217(2). WCSD explained to WSPA that the  
27 declaration was improper for numerous reasons (including that WSPA had no offers on the table  
28 upon which to declare impasse, that the minimum bargaining sessions had not occurred, that the



1 declaration during the 4<sup>th</sup> meeting was premature, and that the prior meetings should not be counted  
2 since WSPA had not engaged in them for the time agreed upon nor had it done so in good faith), that  
3 impasse had not in fact been reached since both parties had verbally indicated further willingness to  
4 consider some further compromise, that WCSD believed that WSPA had engaged in surface and bad  
5 faith bargaining, and WCSD requested that they continue negotiations for the day (as agreed) and to  
6 accept and consider WCSD's latest proposal.

7 84. Whether WSPA negotiators Ron Dreyer Jr. and Sr. continually interrupted WCSD's  
8 attempt to calmly explain its position. Indeed, one of WSPA's own bargaining team members told  
9 Ron Dreher, Sr. to be quiet and let WCSD talk.

10 85. Whether WCSD's almost completed offer, which WSPA refused to accept, made  
11 further compromises.

12 86. Whether WCSD had an additional financial counter-proposal to present.

13 87. Whether Counsel for WSPA sent an email confirming the declaration of impasse and  
14 requesting a response to its request for information. The email explicitly states that "WSPA has  
15 declared impasse in accordance with NRS 228.217." *Id.*

16 88. Whether on the same date, counsel for WSPA sent a cease-and-desist email  
17 demanding WCSD cease communicating with WSPA membership.

18 89. Whether the impasse was improper under NRS 288.217(2).

#### 19 **Events Since Last Negotiation Session**

20 90. Whether on September 14, 2023, after improperly declaring impasse, WSPA  
21 improperly contacted WCSD directly, to schedule a time to select an arbitrator.

22 91. Whether the parties went back and forth attempting to schedule a time to complete  
23 the selection of the mediator. *Id.*

24 92. Whether on September 19, 2023, counsel for WSPA demanded an immediate  
25 response to his RFI and attached a case purportedly supporting his position.

26 93. Whether that same day, counsel for WCSD informed counsel for WSPA that when  
27 requesting information outside of the bargaining unit, the burden shifts to the union to explain the  
28 relevance. *See id.*

1           94.     Whether Counsel for WSPA responded with a general accusation that WCSD’s  
2 actions were unlawful and provided no support to bolster its position. *See id.*

3           95.     Whether on September 21, 2023, counsel for WSPA provided two cases which  
4 purportedly supported its position.

5           96.     Whether that same day, counsel for WSPA provided additional case law which  
6 purportedly supported its position.

7           97.     Whether on September 25, 2023, counsel for WSPA sent a letter alleging that its  
8 declaration of impasse was proper despite its failure to participate in at least four (4) days of  
9 negotiation sessions as required by NRS 288.217.

10          98.     Whether on September 29, 2023, counsel for WSPA provided draft impasse ground  
11 rules.

12          99.     Whether as discussed above, on September 14, 2023, WCSD made a verbal request  
13 for information related to Article 16. These documents consisted of time tracked and/or worked by  
14 WSPA employees during the 2022–2023 school years.

15          100.    Whether at the time of the request, WSPA verbally committed to producing records.

16          101.    Whether on October 2, 2023, WCSD sent a follow-up request for information  
17 reflecting its request for documents.

18          102.    Whether despite the details set forth in the request, on October 5, 2023, WSPA sought  
19 clarification of the requested documents by email.

20          103.    Whether WCSD once again detailed the documents it sought related to Article 16.  
21 *Id.*

22          104.    Whether in a follow-up email that same day, counsel for WCSD further clarified that  
23 it required the Article 16 information in order to respond to WSPA’s “Off-the-Record Proposal.”  
24 *Id.*

25          105.    Whether the following day, counsel for WCSD provided redlined revisions to the  
26 proposed ground rules.

27          106.    Whether in response to the redlines, counsel for WSPA did not address the proposed  
28 revisions and instead threatened that WSPA would not participate in off the record negotiations

1 without ground rules in place. *Id.*

2 107. Whether on October 10, 2023, counsel for WCSD reached out to counsel for WSPA  
3 to schedule continued negotiations.

4 108. Whether Counsel for WSPA did not respond to the request for dates for continued  
5 negotiations and instead inquired about ground rules. *Id.*

6 109. Whether the parties went back and forth regarding redline versions of the proposed  
7 ground rules.

8 110. Whether Counsel for WCSD’s office informed counsel that he had already responded  
9 to the proposed ground rules and counsel for WSPA acknowledged receipt and indicated that he had  
10 responded with additional proposed revisions. *Id.*

11 111. Whether on October 11, 2023, counsel for WSPA attempted to confirm a continued  
12 negotiations session.

13 112. Whether on October 12, 2023, the parties continued to have discussions regarding  
14 ground rules and continued negotiations sessions wherein counsel for WCSD pointed out the  
15 material misstatements made by counsel for WSPA.

16 113. Whether the same day, counsel for WSPA continued to refuse to provide Article 16  
17 information pursuant to WCSD’s request. *Id.*

18 114. Whether Counsel for WCSD informed counsel for WSPA that the scheduled  
19 negotiation session would not occur absent receipt of the Article 16 information.

20 115. Whether the following day, counsel for WSPA forwarded a “message from [his]  
21 team” that continued to refuse to respond to the Article 16 request for information.

22 116. Whether Counsel for WSPA then responded with a limited document production  
23 responsive to the Article 16 request for information. WCSD has documentary proof that this  
24 document production is incomplete and missing data.

25 **II. ISSUES OF LAW TO BE DETERMINED BY THE BOARD REGARDING WCSD’S**  
26 **COMPLAINT**

27 117. Whether WSPA failed to bargain in good faith in violation of NRS 288.270.

28 118. Whether WSPA engaged in surface bargaining.

1           119. Whether WSPA was obligated to bargain over mandatory issues of bargaining  
2 contained within NRS 288.150.

3           120. Whether WSPA’s proposals at the bargaining table indicate that they failed to bargain  
4 in good faith in violation of NRS 288.270.

5           121. Whether WSPA’s actions demonstrate a lack of an intent to reach an agreement.

6           122. Whether WSPA improperly declared impasse pursuant to NRS 288.217.

7           123. Whether WSPA and WCSD engaged in four (4) sessions of negotiation.

8           124. Whether WSPA and WCSD were truly at impasse when WSPA declared impasse  
9 where WCSD still had proposals to present.

10          125. Whether in the context of NRS 288.217(2) “impasse” has a specific meaning as  
11 explained by the NLRB.

12          126. Whether WSPA’s conduct in this case is inconsistent with the purposes of NRS  
13 Chapter 288.

14          127. Whether WSPA is permitted to declare impasse pursuant to NRS 288.217.

15          128. Whether WSPA’s membership all falls within the categories of teachers or education  
16 support personnel as defined by NRS 288.217(12)(b).

17          129. Whether WSPA should be compelled to produce all responsive data in response to  
18 WCSD’s request for information.

19          130. Whether WCSD is entitled to its requested relief of: (1) an expedited ruling on its  
20 Complaint or a stay of the arbitration; (2) an order requiring the Parties to return to the bargaining  
21 table for a minimum of three (3) eight (8) hour negotiation sessions.

22          131. Whether WSPA promptly initiated and scheduled bargaining.

23          132. Whether WSPA was obligated to agree to or negotiate ground rules.

24          133. Whether WCSD is required to communicate all details regarding logistics and  
25 scheduling of all meetings with the entire WSPA negotiation team or whether NRS 288.150 is  
26 limited to requiring WCSD to negotiate with the entire WSPA negotiation team regarding mandatory  
27 subjects of bargaining.

28          134. Whether WCSD’s responses to requests for information were proper?

1 135. Whether WCSO has engaged in direct dealing?

2 136. Whether WSPA's request for an arbitration panel was premature and improper?

3 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

4 **A. WSPA Failed to Bargain in Good Faith and Engaged in Surface Level**  
5 **Bargaining**

6 NRS 288.270(2)(b) states, "[i]t is a prohibited practice for a local government employee or  
7 for an employee organization or its designated agent willfully to [...] [r]efuse to bargain collectively  
8 in good faith with the local government employer, if it is an exclusive representative, as required in  
9 NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation  
10 and fact-finding, provided for in this chapter."

11 This Board has recognized "[t]he duty to bargain in good faith does not require that the  
12 parties actually reach an agreement but does require that the parties approach negotiations **with a**  
13 **sincere effort** to do so." *Nevada Classified School Employees Association Chapter 5, Nevada Aft,*  
14 *Complainant Churchill County School District, Respondent, 2020 WL 12674179, at \*1* (emphasis  
15 added) (citing *Ed. Support Employees Ass'n v. Clark County Sch. Dist.*, Case No. A1-046113, Item  
16 No. 809, 4 (2015), citing *City of Reno v. Int'l Ass'n of Firefighters, Local 731*, Item No. 253-A,  
17 Case No. A1-045472 (1991)). "The Act imposes a reciprocal duty on employers and bargaining  
18 agents to negotiate in good faith concerning the mandatory subjects of bargaining listed in NRS  
19 288.150." *Ed. Support Employees Ass'n v. Clark County Sch. Dist.*, Case No. A1-046113, Item No.  
20 809, 4 (2015) (citing *Las Vegas Peace Officers Association, Complainants City of Las Vegas,*  
21 *Respondent, 2017 WL 1149104, at \*3*).

22 In determining whether a party is engaging in hard bargaining or surface bargaining  
23 unlawfully frustrating the possibility of arriving at an agreement, the NLRB<sup>3</sup> looks to the following

24 \_\_\_\_\_  
25 <sup>3</sup> This Board has routinely looked to NLRB precedent as persuasive on interpreting NRS 288. *See*  
26 *Douglas County Professional Education Association and Douglas County Support Staff*  
27 *Organization, Complainant Douglas County School District, Respondents, 2012 WL 1564040, at \*2*  
28 (citing *Rosequist v. International Ass'n of Firefighters Local 1908*, 118 Nev. 444, 449, 49 P.3d 651,  
654 (2002)); *see also International Association of Fire Fighters, Local 5046, Complainant Elko*  
*County Fire Protection District, Respondent, 2020 WL 12602576, at \*11.*

1 factors: “delaying tactics, the nature of the bargaining demands, unilateral changes in mandatory  
2 subjects of bargaining, and efforts to bypass the union.” *Nexstar Broad., Inc. d/b/a Koin-TV &*  
3 *Nat'l Ass'n of Broad. Emps. & Technicians, the Broad. & Cable Television Workers Sector of the*  
4 *Commc'ns Workers of Am., Loc. 51, Afl-Cio*, 371 NLRB No. 118 (July 27, 2022) (citing *Atlanta*  
5 *Hilton & Tower*, 271 NLRB 1600, 1603 (1984)). The NLRB has observed that “a party's proposals  
6 at the bargaining table alone, can evidence a failure to bargain in good faith.” *Auburn Memorial*  
7 *Medical Services*, 51 NLRB AMR 14, 03-CA-280714 (2022) (citing *A-1 King Size Sandwiches,*  
8 *Inc.*, 265 NLRB 850, 858—60 (1982)).

9 The NLRB has also reasoned that a party’s “continued refusal to engage and make counter  
10 proposals makes clear it was guided by bad faith in an effort to frustrate the bargaining process. . .  
11 .” *Grill Concepts Servs., Inc. d/b/a the Daily Grill Respondent & Unite Here Loc. 11 Charging*  
12 *Party*, No. 31-CA-276950, 2022 WL 797775 (Mar. 15, 2022). This Board has recognized that  
13 where a Union’s actions demonstrate a lack of an intent to reach an agreement, the Board will find  
14 a violation of NRS 288 and return the parties to the negotiating table with an instruction to bring a  
15 sincere effort to reach agreement. *City of Reno, Complainant International Association of*  
16 *Firefighters, Local 731, Respondent*, 1991 WL 11746841, at \*6.

17 The facts of this case, when viewed in their totality, demonstrate that WSPA engaged in bad  
18 faith negotiating and/or surface bargaining. Despite repeated explanation from WCSD regarding  
19 the futility of negotiations before the budget had been provided from the legislature, WSPA insisted  
20 on commencing negotiations as soon as possible. Then, WSPA complained that WCSD was not  
21 prepared to negotiate financial proposals. Furthermore, when WCSD had proposed revisions to the  
22 CBA, the vast majority of which were regarding mandatory topics of bargaining, WSPA refused to  
23 engage with the WCSD on those changes. Tellingly, after four (4) partial negotiation meetings,  
24 WSPA only agreed to two (2) minor title/name changes. As explained above, WSPA demonstrated  
25 a repeated pattern of cutting negotiations short, and refusing to schedule negotiation sessions for an  
26 entire day. This was a transparent effort to skip through the negotiation process and reach  
27 arbitration as quickly as possible.  
28

1 At absolute minimum, this Board should find WSPA has engaged in surface bargaining.  
2 WSPA has failed to substantively engage with WCSD regarding a majority of the proposals WCSD  
3 has made in these negotiations. The demands being made by WSPA have far exceeded those of  
4 comparable bargaining units. WSPA has wholesale rejected negotiations surrounding at least  
5 twenty (20) topics of mandatory bargaining. WSPA has made every effort to dispense with the  
6 negotiations and proceed to arbitration as expeditiously as possible. In sum, it is beyond dispute  
7 that the resolution of these proceedings should require WSPA to return to the negotiating table and  
8 negotiate with WCSD in good faith, for no fewer than three (3) additional eight (8) hour negotiation  
9 sessions.

10 **B. WSPA Improperly Declared Impasse**

11 WSPA prematurely declared impasse pursuant to NRS 288.217. Upon a review of the facts  
12 above, the Board cannot find that the Parties conducted “at least four sessions of negotiation” as  
13 required by NRS 288.217(1). In the May 5, 2023, negotiation session, WSPA engaged in virtually  
14 no negotiating, asked to caucus to review WCSD’s proposals, and then asked to end the negotiation  
15 session early to review the remainder of WCSD’s proposals. This should not even count as a  
16 negotiation session. The same obstinance was on display in the June 21, 2023, negotiating session.  
17 It is difficult, if not impossible, to refer to a meeting as a “session[] of negotiation” if WSPA fails  
18 to substantively engage in the discussions, respond to WCSD’s proposals, or otherwise seek to  
19 reach an agreement. During the August 11, 2023, negotiation session, WSPA only wanted to  
20 discuss its own proposals, not WCSD’s. This Board should not consider a meeting where that is  
21 the sole conduct to be sufficient to justify a negotiation session. Lastly, the September 14, 2023,  
22 negotiation session ended after only half of a day of negotiations. Accordingly, when viewed in  
23 the totality, it cannot be said that WSPA has engaged in the requisite four (4) sessions of negotiation.

24 Even if this Board could determine that the requisite four (4) sessions of negotiation had  
25 occurred, the Parties had not reached “impasse.” NRS 288.217(2) cannot be fairly read to presume  
26 that if the parties have engaged in four (4) sessions of negotiation, that one (1) party is permitted to  
27 unilaterally declare impasse, despite the other party’s continuing good faith efforts to negotiate an  
28 agreement and make additional proposals. The Nevada Supreme Court instructs that “[t]his court

1 has a duty to construe statutes as a whole, so that all provisions are considered together . . . the court  
2 will not render any part of the statute meaningless and will not read the statute's language so as to  
3 produce absurd or unreasonable results.” *Orion Portfolio Servs. 2 LLC v. Cnty. of Clark ex rel.*  
4 *Univ. Med. Ctr. of S. Nevada*, 126 Nev. 397, 403, 245 P.3d 527, 531 (2010) (citations omitted).

5 Indeed, NRS 288.217(2)’s use of the word “impasse” was clearly deliberate as that word  
6 has a specific meaning in union negotiations. In short, “the Board defined an impasse as a situation  
7 where ‘good-faith negotiations have exhausted the prospects of concluding an agreement.’” *Taft*  
8 *Broadcasting*, 163 NLRB 475, 478 (1967), *enfd. sub nom. Television Artists, AFTRA v. NLRB*, 395  
9 F.2d 622 (D.C. Cir. 1968). The NLRB has explained “[a] genuine impasse in negotiations is  
10 synonymous with a deadlock: the parties have discussed a subject or subjects in good faith, and,  
11 despite their best efforts to achieve agreement with respect to such, neither party is willing to move  
12 from its respective position.” *Hi-Way Bill-boards*, 206 NLRB 22, 23 (1973). Here, at the  
13 conclusion of the fourth meeting, WSPA refused to permit WCSD to even present their revised  
14 proposal and staged a walk-out of the negotiations. WCSD continues to have proposals to submit  
15 to WSPA and wants to discuss the merits of these proposals. The Board should not permit WSPA  
16 to declare impasse and submit the disputes to an arbitrator under these circumstances. Permitting  
17 this conduct is counter to the purposes of NRS 288 and would disincentivize parties from engaging  
18 in good faith substantive negotiations. Such a construction would ignore the usage of “impasse” in  
19 the statute and effectively render it meaningless. It would be an absurd and unreasonable result  
20 indeed if, after four (4) negotiation sessions, the negotiations were proceeding smoothly and the  
21 parties were working their way towards a negotiated agreement, if one (1) party could unilaterally  
22 declare impasse and halt the negotiations. This is an implausible interpretation of NRS 288.217  
23 and this Board should reject it and require WSPA to return to the negotiation table.

24 Furthermore, WSPA should not be permitted to declare impasse under NRS 288.217  
25 because by its plain terms, it is inapplicable to WSPA’s membership. It is undisputed that WSPA  
26 declared impasse under NRS 288.217(2). Notably, NRS 288.217(1) clarifies that NRS 288.217  
27 only governs “negotiations between school districts and employee organizations representing  
28 **teachers and educational support personnel.**” WSPA’s membership indisputably does not



1 include teachers, as they are represented by a different bargaining unit. *See* NRS 288.217(12)(b)  
2 defining teacher to be “an employee of a school district who is licensed to teach in this State. . . .”  
3 Furthermore, it similarly would not include “education support personnel” because those are  
4 defined as only being classified employees. *See* NRS 288.217(12)(b). Instead, NRS 288.132 which  
5 defines “administrative employee” would be applicable to the membership of WSPA. However,  
6 notably absent from the coverage of NRS 288.217 is any reference to administrative employees.

7 This Board has previously reasoned around this requirement, finding that administrators are  
8 teachers under the definition because to be an administrative employee, one has to be licensed as a  
9 teacher. *Clark County Association of School Administrators, Complainant Clark County School*  
10 *District, Respondent*, 1996 WL 34576634, at \*4. However, it is plainly clear that pursuant to NRS  
11 391.235(1)(b) that there is at least a category of administrators who do “not hold a license to teach.  
12 . . .” Thus, the assumption that all administrators or administrative employees “are licensed to  
13 teach” is a flawed assumption. *Compare* NRS 391.235(1)(b) *with* NRS 288.217(12)(b).

14 Notably, this opinion also ignored that “Nevada follows the maxim ‘expressio unius est  
15 exclusio alterius,’ the expression of one thing is the exclusion of another.” *State v. Javier C.*, 128  
16 Nev. 536, 541, 289 P.3d 1194, 1197 (2012). In *Javier C.*, the Court reasoned that because juveniles  
17 were deemed to be prisoners for purposes of escape statutes, that meant they were not deemed  
18 prisoners for other purposes. *Id.* In this context, it is clear that this would be the only place in NRS  
19 288 where administrative employees are considered teachers. NRS 288.151 is explicit that it applies  
20 to “decision[s] to lay off a **teacher or an administrator**. . . .” Indeed, WSPA’s interpretation of  
21 NRS 288.217 would negate any need for NRS 288.132, because there would be no need to  
22 separately define administrative employees because they would be presumed to be teachers. When  
23 read as a whole, NRS 288.217 should not be read as contemplating the inclusion of “administrative  
24 employee[s]” or “administrators” is not supported by accepted standards of statutory interpretation,  
25 nor reason.

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1           **C.      WSPA Should be Compelled to Produce All Responsive Data in Response to**  
2           **WCSD’s Request for Information**

3           NRS 288.180(2) states, “[...] the local government employer may request reasonable  
4 information concerning any subject matter included in the scope of mandatory bargaining which it  
5 deems necessary for and relevant to the negotiations. The information requested must be furnished  
6 without unnecessary delay.” It is axiomatic that “the duty to bargain in good faith requires the  
7 parties to respond to requests for information. . . .” *Douglas County Professional Education*  
8 *Association and Douglas County Support Staff Organization, Complainant Douglas County School*  
9 *District, Respondents*, 2012 WL 1564040, at \*5.

10           On September 14, 2023, WCSD made an oral<sup>4</sup> request for information. Subsequently, on  
11 October 1, 2023, WCSD followed up in writing regarding the information. The data subject to this  
12 request is related to Article 16 and is required to determine the COLA raises and the impact it will  
13 have on members. After initially claiming no such information existed, WSPA has since provided  
14 only a part of the responsive documents.<sup>5</sup> Indeed, WSPA is in sole possession of these documents,  
15 because they include the tracking of hours by their membership. WCSD is aware of more  
16 documents in conjunction with another proceeding, but WSPA has failed to produce those  
17 documents in this case. *See* the examples of Administrative Calendars documenting Extra Days  
18 worked that WSPA previously introduced in a separate arbitration attached hereto as **Exhibit 43**.  
19 However, based on its review of the documents, WCSD believes there is still additional documents  
20 that have not been provided either in these negotiations or in the arbitration, that would assist both  
21 parties in resolving this dispute. This is evidence of bad faith negotiating, and also prevents WCSD  
22 from having equal access to information. Accordingly, this Board should require WSPA to fully  
23  
24

25 \_\_\_\_\_  
26 <sup>4</sup> Oral requests are acceptable. *Tubari, Ltd.*, 299 NLRB 1223, 1229 (1990) (“[t]here is no legal  
27 requirement that information requests be in writing, nor that they be repeated”). *See, LaGuardia*  
28 *Hospital*, 260 NLRB 1455 (1982) (oral requests enforceable); *Kingsbury, Inc.*, 355 NLRB 1195  
(2010) (violation for not complying with oral request for information).

<sup>5</sup> Of note, “[t]he refusal to furnish requested information is in itself an unfair labor practice, and also  
supports the inference of surface bargaining.” *K-Mart Corp. v. N.L.R.B.*, 626 F.2d 704, 707 (9th  
Cir. 1980).

1 respond to WCSD’s request with all available relevant data, information, and documents in its  
2 members’ possession.

3 **D. WCSD is Entitled to its Requested Relief**

4 As explained at length in WCSD’s Motion to Expedite Hearing and Stay Arbitration,  
5 WCSD’s issues will go unaddressed in the event this Board does not either: (a) rule on WCSD’s  
6 complaint before the arbitration occurs; or (b) stay the arbitration. As explained above, WCSD  
7 believes a return to the bargaining table would be beneficial for both parties. This is especially true  
8 if the order from this Board is accompanied by an instruction that WSPA and its representatives  
9 must engage in the continued negotiations in good faith, without surface bargaining, and allow  
10 sufficient time for substantive negotiations to take place. As a result, WCSD is looking for a  
11 decision from this Board to return the parties to the negotiating table at the conclusion of the hearing  
12 currently scheduled for January 11, 2024, and January 12, 2024. WCSD is expressly requesting  
13 the parties return to the negotiating table for no fewer than three (3) additional eight (8) hour  
14 negotiation sessions. WCSD recognizes that a decision on the merits of these issues may take more  
15 time, however, permitting WSPA to proceed to arbitration would frustrate the purposes of NRS 288  
16 and permit each of the issues raised by WCSD to go unaddressed.

17 **IV. ISSUES OF LAW TO BE DECIDED BY THE BOARD REGARDING WSPA’S  
18 COMPLAINT**

19 **A. WCSD Promptly Initiated and Scheduled Bargaining**

20 At no point in time has WCSD unnecessarily delayed either the initiation or the scheduling  
21 of any negotiation session. While the CBA would not expire until June 30, 2023, WSPA attempted  
22 to initiate bargaining regarding this CBA on January 10, 2023. As it pertains to the scheduling of  
23 the first negotiation, as counsel for WSPA is aware, the individual who had previously negotiated  
24 these agreements on behalf of WCSD had recently retired from WCSD. Accordingly, WCSD had  
25 to secure outside counsel to negotiate, not just the WSPA CBA, but also the CBAs of three (3) other  
26 bargaining units. Understandably this took some time. Then, once WCSD retained this law firm,  
27 counsel for WCSD reached out to WSPA explaining that he did not believe it would be productive  
28

1 to begin negotiations until after the state legislature had released its budget, which, it was widely  
2 expected, would contain additional funding.

3 The thing that makes this bargaining situation unique is that the CBA was set to expire near  
4 the same time the Nevada legislature was expected to release its annual budget. Without those  
5 figures, WCSD lacked the necessary information to determine its budget. Without its budget,  
6 WCSD would have had to go off of prior year's budgets in making offers, not just to WSPA but  
7 also to the other three (3) bargaining units. This would have been disadvantageous to WSPA  
8 because those old budgetary numbers did not reflect the increased funding that both Parties  
9 anticipated from the Nevada legislature.

10 It has long been established that negotiations may be cancelled for good cause. *City of Reno*  
11 *v. International Association of Firefighters, Local 731*, ERMB Item No. 253-A, Case No. A1-  
12 045472 (February 1991) (citing *W.R. Hall Distributor*, 144 NLRB 1285 (1963)). In this case,  
13 WCSD's preference for in-person negotiations was more than good cause. This is especially true  
14 where, as here, the Parties were still far apart on a variety of issues and face-to-face communication  
15 could be used to help shorten that gap. Additionally, in the event the Board finds that WCSD's  
16 cancellation of a single meeting was improper, it should similarly find that WSPA's unilateral  
17 canceling of a meeting due to a scheduling conflict is also improper.

18 Additionally, there is simply no proof that WCSD engaged in anything untoward regarding  
19 scheduling the negotiations in the month of July. As explained above, as early as mid-June,  
20 WCSD's counsel made WSPA aware that he and many of his team members would be unavailable  
21 in July. *See* Ex. 12. Indeed, historically, July had been a month used by administrative employees  
22 for vacations and other pre-planned obligations. This of course makes sense why WSPA was  
23 insisting on remote negotiations for this period of time, because its own team members were  
24 similarly unavailable for in-person negotiations. Accordingly, any delay connected with either of  
25 these situations is entirely reasonable and no inference of bad faith or dishonesty should be taken  
26 from either occurrence.

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1           **B.       There is no Obligation to Agree to or Negotiate Ground Rules**

2           WSPA spends a significant amount of its Complaint discussing the WCSD and WSPA’s  
3 inability to agree on ground rules. However, ground rules are not mandatory subjects of bargaining  
4 pursuant to NRS 288.150. *City of Reno v. International Association of Firefighters, Local 731*,  
5 ERMB Item No. 253-A, Case No. A1-045472 (February 1991) (holding that insistence on ground  
6 rules and the use of a court reporter during negotiations was not conducive to good faith bargaining).  
7 Indeed, “because negotiation ground rules do not relate to wages, hours or other terms and conditions  
8 of employment, they are not a mandatory subject of bargaining.” *Ups Supply Chain Sols., Inc. &*  
9 *Union De Tronquistas De Pr, Loc. 901, Int’l Bhd. of Teamsters*, 366 NLRB No. 111 (June 18, 2018)  
10 (citing *Sheet Metal Workers’ Int’l Ass’n*, 319 NLRB 668, 670 (1995)) *see also Vanguard Fire &*  
11 *Supply Co., Inc.*, 345 NLRB 1016, 1043 (2005) (explaining that “[n]either an employer nor a union  
12 can wiggle out of this duty [to bargain] by insisting on preconditions”), *enfd.* 468 F.3d 952 (6th Cir.  
13 2006).

14           As this Board is well aware, there is no requirement that the Parties agree to ground rules.  
15 While it may have frustrated WSPA’s representative not to have ground rules in place, there is  
16 nothing requiring WCSD to bargain over ground rules. Indeed, there is similarly a prohibition on  
17 WSPA refusing to continue with the negotiations until the ground rules were agreed upon.  
18 Accordingly, there can be no inference of bad faith or improper negotiation tactics drawn from  
19 WCSD’s refusal to agree on ground rules. If anything is to be drawn from WCSD’s stance regarding  
20 ground rules and its intent to plunge forward with the substance, it is that WCSD was and is sincerely  
21 committed to reaching an agreement with WSPA.

22           **C.       WCSD is not Required to Communicate all Details with the Entire WSPA**  
23                           **Team**

24           WSPA’s position regarding the failure and refusal to communicate with all of WSPA’s  
25 representatives regarding logistical details is based on a flawed understanding of the requirements  
26 of NRS 288.150 and NRS 288.270. NRS 288.150 is explicit that it requires WCSD to “**negotiate**  
27 **in good faith . . . concerning the mandatory subjects of bargaining . . .** with the designated  
28 representatives of the recognized employee organization. . . .” *See* NRS 288.150(1)(emphasis

1 added). From this language it is clear that the only obligation imposed by NRS 288.150(1) on  
2 WCSD is that it must negotiate with WSPA's negotiation team regarding topics of mandatory  
3 subjects of bargaining. This has happened during every negotiation session that has been held  
4 between WSPA and WCSD. Discussion of the logistics surrounding the next meeting are not  
5 negotiation of mandatory topics of bargaining. Indeed, WSPA is attempting to torture that language  
6 and stretch it to include a requirement that WCSD communicates with every member of WSPA  
7 regarding the logistical details of scheduling meetings and availability. As anyone experienced in  
8 negotiations is aware, these matters are often handled through the chief negotiators, and it is not  
9 common for every member of both negotiating teams to be involved in every communication back  
10 and forth with the other side. NRS 288.150 imposes no such requirement. The only applicable  
11 provision of NRS 288.270 is NRS 288.270(1)(e), which just refers back to NRS 288.150, and fails  
12 for the same reasons as explained above. Accordingly, the conduct complained of by WSPA is  
13 plainly not a violation of NRS 288.150 or NRS 288.270, and this Board should reject WSPA's  
14 Complaint on this basis.

15 **D. WCSD's Responses to Requests for Information Were Proper**

16 "In order to resolve a dispute over whether certain information must be provided, the Board  
17 will balance the needs of the party requesting the information against the interests of the party  
18 declining to provide the information." *Douglas County Professional Education Association and*  
19 *Douglas County Support Staff Organization, Complainant Douglas County School District,*  
20 *Respondents*, 2012 WL 1564040, at \*3. Neither in its Complaint, nor in its communications with  
21 WCSD has WSPA been willing to explain the relevancy for any of the requests that WCSD has  
22 objected to. Indeed, instead of substantively engaging in discussions regarding why any of the  
23 requested information is relevant to these negotiations, or a mandatory topic of bargaining, WSPA  
24 has repeatedly responded by citing more inapplicable cases and ignoring the authority provided by  
25 WCSD. When the information is directly relevant to the bargaining unit and a mandatory topic of  
26 bargaining, WCSD has responded appropriately. However, WSPA is under the misconception that  
27 if it issues an RFI, it is WCSD's burden to demonstrate why it does not have to comply with such  
28 a request. However, this is not the case.

1           “Requests for information relating to persons **outside the bargaining unit** require a special  
2 demonstration of relevance.” *In Re Teamsters Loc. Union No. 122, Int'l Bhd. of Teamsters*, 334  
3 NLRB 1190, 1223 (2001) (emphasis added). “When requested information involves employees  
4 outside of the bargaining unit, it is the union's burden to demonstrate relevance.” *Wilkes-Barre*  
5 *Hosp. Co. LLC d/b/a Wilkes-Barre Gen. Hosp. & Wyoming Valley Nurses Ass'n/pennsylvania Ass'n*  
6 *of Staff Nurses & Allied Pros.*, 371 NLRB No. 55 (Feb. 1, 2022) (citing *United States Testing*, 324  
7 NLRB 854, 859 (1997), *enfd.* 160 F.3d 14 (D.C. Cir. 1998) and *Reiss Viking*, 312 NLRB 622, 625  
8 (1993); *Shoppers Food Warehouse*, 315 NLRB 258, 259 (1994)). To be precise, “a union must  
9 have ‘a **reasonable belief** supported by **objective evidence** that the requested information is  
10 relevant, unless the relevance of the information should have been apparent to the Respondent under  
11 the circumstances.’” *Id.* (citing *Public Service Co. of New Mexico*, at 574 and *Disneyland Park*, 350  
12 NLRB 1256, 1258 (2007) and *Shoppers Food Warehouse*, 315 NLRB at 259.) (emphasis added).

13           In this case, WSPA has issued repeated, in fact numerous, RFIs seeking information  
14 regarding individuals, topics, and subjects that relate almost exclusively to persons outside the  
15 bargaining unit. WCSD has repeatedly objected and pleaded with WSPA to provide an explanation  
16 for relevancy regarding any of these requests. True to form, rather than engage with WCSD  
17 regarding the merits of these requests, WSPA maintains a failure to respond to these requests is  
18 unlawful and grounds for a charge. WSPA has failed to carry its burden to demonstrate special  
19 relevance for any of the requests WCSD has failed to respond to. Indeed, the Board should prevent  
20 WSPA from providing any post-hoc rationalizations regarding the relevance of these requests now,  
21 because WCSD was deprived of that explanation even until the date of this brief. There has not  
22 been a single request where WSPA articulated a reasonable belief supported by objective evidence  
23 that the information requested was relevant. Accordingly, this Board should reject WSPA’s  
24 Complaint on this ground. WCSD notes that in the event this Board refers the Parties back to the  
25 negotiating table, if WSPA wants to have a discussion regarding the potential relevance of any of  
26 the RFI’s it has made, or future RFI’s it intends to make, WCSD remains open to those discussions  
27 and to providing relevant information. However, it is improper for WSPA to issue a plethora of  
28

1 RFIs that seek facially irrelevant material and then claim it is bad faith for WCSD to refuse to  
2 respond to those RFIs when WSPA refuses to explain why any of the information sought is relevant.

3 **E. WCSD has not Engaged in Direct Dealing**

4 It has long been the case that “an employer may convey to its employees its position during  
5 negotiations for a CBA.” *Nexstar Broad., Inc. d/b/a Koin-TV & Nat'l Ass'n of Broad. Emps. &*  
6 *Technicians, the Broad. & Cable Television Workers Sector of the Commc'ns Workers of Am., Loc.*  
7 *51, Afl-Cio*, No. 19-CA-248735, 2021 WL 2414030 (June 11, 2021) (citing *United Technologies*  
8 *Corp.*, 274 NLRB 1069, 1074 (1985), *enfd. sub nom. NLRB v. Pratt & Whitney*, 789 F.2d 121 (2d  
9 Cir. 1986); *see also Long Island College Hospital*, 327 NLRB 944, 947 (1999) (overenthusiastic  
10 rhetoric is protected speech unless it is knowingly false or made with reckless disregard for the  
11 truth). Indeed, preventing WCSD from engaging in these sorts of communications would be a  
12 violation of its constitutional right to free speech. *Ormsby County Teachers Association vs. Carson*  
13 *City School District*, Case No. A1-045339 (April 1981).

14 Indeed, “not every communication with an employee equates with direct dealing. . . . A  
15 complainant can [only] show direct dealing by establishing that (1) the employer communicated  
16 with represented employees, (2) that the purpose of the communication was either to establish a  
17 change to a mandatory subject of bargaining or to undercut the bargaining agent's role in  
18 negotiations; and (3) the communications were made without notice or to the exclusion of the  
19 bargaining agent.” *Nicholas Eason, Complainant Clark County, Respondent*, 2014 WL 6693845,  
20 at \*3 (citing *Las Vegas Firefighters Local 1285 v. City of Las Vegas*, Item No. 786. EMRB Case  
21 No. A1-046074 (May 21, 2013)); *see also International Association of Firefighters, Local 1285 v.*  
22 *City of Las Vegas, Nevada*, Case No. A1-045529 (June 1993) (approving of communications that  
23 were far more problematic than those at issue here).

24 There is no evidence that any of the communications from WCSD to WSPA’s membership  
25 were for the purpose of establishing a change to a mandatory subject of bargaining or to undercut  
26  
27  
28



1 the bargaining agent's role in the negotiations. WCSD's communications<sup>6</sup> with WSPA its  
2 employees were purely factual and aimed at providing the employees with information regarding  
3 the status of negotiations between WSPA and WCSD. It would strain credulity for WSPA to  
4 maintain that by sharing a publicly available document (WCSD's Complaint in this case) WCSD  
5 had somehow committed an act of direct dealing. Furthermore, none of the information was  
6 intended to undercut the bargaining agent's role. It is difficult to imagine how factually explaining  
7 the status of the negotiations could ever be found to be done with the purpose of undercutting the  
8 bargaining agent's role. Indeed, such an interpretation would run afoul of the well-established  
9 principles that employers are permitted to communicate with their employees regarding their  
10 positions during the negotiations of the CBA.

11 **F. WSPA's Request for an Arbitration Panel was Premature and Improper**

12 The September 14, 2023, notice indicated WSPA had declared impasse pursuant to NRS  
13 288.217. Without waiving any arguments as to the improper nature of that declaration, and even  
14 assuming it was permissible, pursuant to NRS 288.217, WSPA cannot submit the dispute to  
15 arbitration until "after 5 days' written notice is given to the other party. . . ." After that five-day  
16 notice period, the parties proceed to the selection procedures contained within NRS 288.200.  
17 Starting from the end of the notice period, the parties have 5 days within which to agree on an  
18 impartial fact finder. NRS 288.200(2) (stating "[i] the parties are unable to agree on an impartial  
19 fact finder within 5 days. . . ." This means from September 19, 2023, to September 25, 2023  
20 (September 24, 2023, being a Sunday) the parties are supposed to work together to collaboratively  
21 select an impartial fact finder. At the conclusion of that period, either party may request a list of  
22 seven (7) fact finders from either the AAA or the FMCS. Thus, the earliest date a list of arbitrators  
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26 <sup>6</sup> Notably, WCSD has requested and WSPA has failed to allege any other communications other  
27 than these two (2) emails serve as a basis for WSPA's claim for direct dealing. Accordingly, the  
28 Board has before them in Exhibit 44 and Exhibit 45, the full substance of the basis for WSPA's  
claim of direct dealing.

1 could have been requested from either the FMCS or the AAA pursuant to NRS 288 was September  
2 25, 2023.

3 Ignoring both of these periods, counsel for WSPA appears to have requested a list of  
4 arbitrators from FMCS either, the same day it provided notice pursuant to NRS 288.217(2), or  
5 worse, he submitted it before he even provided the notice, considering the arbitrational panel from  
6 the FMCS is dated September 14, 2023. Accordingly, WSPA's request for a panel from FMCS  
7 was improper and premature. Even if WSPA's request for a panel was proper, the parties would  
8 still have had 5 days, or until September 30, 2023, to select the fact finder from the list by relying  
9 on the striking method. NRS 288.200(2). Indeed, despite counsel for WCSD dealing with a death  
10 in the family, he still offered to make himself available on September 28, 2023, well within the  
11 statutory deadlines. However, ultimately the Parties were able to find a time for the selection  
12 procedures and the arbitration has been scheduled. Accordingly, WSPA has violated NRS  
13 288.200(2).

14 **V. RELATED PROCEEDINGS**

15 Based upon WSPA's improper declaration of impasse, the above-captioned matter has been  
16 scheduled for arbitration before the Federal Mediation Conciliation Service on January 17, 2024.  
17 Accordingly, and consistent with the above request, WCSD is requesting this Board order the parties  
18 to return to the negotiating table at the conclusion of the hearing. Alternatively, WCSD is requesting  
19 this Court order the parties to vacate the arbitration currently scheduled for January 17, 2024, until  
20 such time as this Board can render a decision on the merits of these issues.

21 **VI. WITNESSES**

22 WCSD anticipates calling the witnesses designated below during the presentation of its case.  
23 A summary of each witnesses' qualifications and expected testimony are listed below.

24 Anthony Spotts

25 Kevin Pick, Esq.

26 Lauren Ford

27 Mark Mathers

28 Dr. Kristina Mason

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Dr. Susan Enfield

**VII. ESTIMATED TIME NEEDED FOR PRESENTATION OF CASE**

WCSD believes it will require seven (7) hours for the presentation of its case, including the cross-examination of WSPA’s witnesses.

DATED: December 5, 2023

BY: /s/ Anthony L. Hall, Esq.  
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**CERTIFICATE OF SERVICE**

I, Terri Tribble, declare:

I am employed in the City of Reno, County of Washoe, State of Nevada by the law offices of Simons Hall Johnston PC. My business address is 690 Sierra Rose Dr., Reno, NV 89511. I am over the age of 18 years and not a party to this action.

On the below date, I served the foregoing **WASHOE COUNTY SCHOOL DISTRICT'S PRE-HEARING STATEMENT** by causing the document to be served certified-mail return receipt requested and email, addressed as follows:

Ronald J. Dreher  
P.O. Box 6494  
Reno, NV 89513  
[ron@dreherlaw.net](mailto:ron@dreherlaw.net)

Attorney for Respondent/Complainant

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct, and that this declaration was executed on December 5, 2023.

/s/ Terri Tribble  
Employee of Simons Hall Johnston