

FILED
June 10, 2026
State of Nevada
E.M.R.B.

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

CLARK COUNTY DEFENDERS UNION,

Complainant,

v.

CLARK COUNTY

Respondent.

Case No.: 2024-014

NOTICE OF ENTRY OF ORDER

EN BANC

ITEM NO. 904-A

And all related claims.

TO: Complainant/Counter-Respondent CLARK COUNTY DEFENDERS UNION and its attorneys, Adam Levine, Esq. and the Law Office of Daniel Marks; and

TO: Respondent/Counterclaimant CLARK COUNTY and its attorneys, Scott Davis, Deputy District Attorney and the Clark County District Attorney's Office.

PLEASE TAKE NOTICE that the **DECISION, FINDINGS OF FACT AND CONCLUSIONS OF LAW** was entered in the above-entitled matter on June 10, 2026.

A copy of said order is attached hereto.

DATED this 10th day of June 2026.

GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

By: Kelly Valadez
KELLY VALADEZ
Executive Assistant


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CERTIFICATE OF MAILING

I hereby certify that I am an employee of the Government Employee-Management Relations Board, and that on the 10th day of June 2026, I served a copy of the foregoing **NOTICE OF ENTRY OF ORDER** by mailing a copy thereof, postage prepaid to:

Law Office of Daniel Marks
Daniel Marks, Esq.
Adam Levine, Esq.
610 South Ninth Street
Las Vegas, Nevada 89101

Scott R. Davis, Deputy District Attorney
Clark County District Attorney's Office
Civil Division
500 S. Grand Central Parkway
Las Vegas, Nevada 89155



KELLY WALADEZ
Executive Assistant

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RELATIONS BOARD

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Case No.: 2024-014

**DECISION, FINDINGS OF FACT AND
CONCLUSIONS OF LAW**

EN BANC

ITEM NO. 904-A

And all related claims.

Pursuant to the order of the district court on the parties' petitions for judicial review, the Board's prior order (Item No. 904) in this matter is amended to read as follows:

I. BACKGROUND

On November 6-7, 2024, and on December 9, 2024, this matter came before the State of Nevada, Government Employee-Management Relations Board ("Board") for consideration and decision pursuant to the provisions of the Employee-Management Relations Act (the Act), NRS Chapter 288, and NAC Chapter 288. At issue was Clark County Defenders Union's ("CCDU") Amended Prohibited Practice Complaint and Clark County's Counterclaim for Bad Faith Bargaining and Premature Declaration of Impasse. The Board conducted a hearing on the matter on November 6 and 7, 2024. On December 12, 2024, the Board issued its Decision, Findings of Fact and Conclusions of Law (Item No. 904).

However, the parties subsequently petitioned the district court for judicial review of the Board's order. On November 7, 2025, the district court entered an Order Granting Petitioner Clark County Defenders Union's Petition for Judicial Review in Part and Denying in Part; and Granting Respondent Clark County's Counter Petition in Part and Denying in Part ("PJR Order"). The PJR Order remanded

1 the matter back to the Board for clarification on certain issues.

2 On March 31, 2026, final arguments were held before the Board, and this amended order
3 follows.

4 II. DISCUSSION

5 A. CCDU's Prohibited Practice Complaint – Failure to Bargain in Good Faith under NRS 6 288.270(1)(e)

7 Under NRS 288.270(1)(e) and (2)(b), it is a prohibited practice for either a local government
8 employer, or a designated employee representative, to willfully refuse to bargain in good faith as
9 required under NRS 288.150. The requirement to bargain in good faith includes the entire bargaining
10 process, including mediation, and fact finding. NRS 288.270(1)(e) and (2)(b).

11 A party's conduct at the bargaining table must show a sincere desire to come to an agreement.
12 The determination of whether there has been such sincerity is made by drawing inferences from the
13 conduct of the parties as a whole. *City of Reno v. Int'l Ass'n of Firefighters, Local 731*, Item No. 253-A
14 (EMRB, Feb. 8, 1991), quoting *NLRB v. Int'l Union*, 361 U.S. 488 (1970).

15 Moreover, “[i]n order to show ‘bad faith,’ a complainant must present ‘substantial evidence of
16 fraud, deceitful action or dishonest conduct.’” *Juvenile Justice Supr. Ass'n v. County of Clark*, p. 5,
17 Case No. 2017-20, Item No. 834 (EMRB, Dec. 13, 2018) (citations omitted). Adamant insistence on a
18 bargaining position or “hard bargaining” is not enough to show bad faith bargaining. *Reno Municipal*
19 *Employees Ass'n v. City of Reno*, Item No. 93 (EMRB, Jan. 11, 1980); *City of Reno v. Reno Police*
20 *Protective Ass'n*, Case No. A1-046096, Item No. 790 (EMRB, Nov. 27, 2013) (bad faith bargaining
21 does not turn on a single isolated incident; but rather the Board looks at the totality of conduct
22 throughout negotiations to determine whether a party's conduct at the bargaining table evidences a real
23 desire to come into agreement), citing *Int'l Brotherhood of Electrical Workers, Local 1245 v. City of*
24 *Fallon*, Case No. A1-045485, Item No. 269 (EMRB, July 25, 1991). Furthermore, as noted in *Washoe*
25 *County School District v. Washoe School Principals Association*, Consolidated Case Nos. 2023-024 and
26 2023-031, Item No. 895 (EMRB, March 29, 2024), evidence of bad faith may include one or more of
27 the following:

28 //

- *Refusing to bargain on mandatory subjects of bargaining;*
- *Cancellation of bargaining sessions;*
- *Delays/Extended periods of unavailability for bargaining;*
- *Imposing conditions on bargaining;*
- *Insufficient authority to bargain;*
- *Refusal to provide information;*
- *Refusal to meet and unreasonable meeting times and sites;*
- *Boulwarism (take it or leave it type offers);*
- *Surface bargaining;*
- *Direct dealing;*
- *Regressive bargaining;*
- *Unilateral changes;*
- *Withdrawal of accepted offers; and*
- *Refusal to sign a written agreement.*

In this case, CCDU argues that Clark County failed to negotiate in good faith by: (1) engaging in surface bargaining and regressive bargaining; (2) requiring that CCDU make all of its proposals with any financial impact first before Clark County would make any proposals or counter-proposals on such subjects; (3) failing to provide information; and (4) failing to bargain in a timely manner.

1. Surface Bargaining and Regressive Bargaining

a. Surface Bargaining

Surface bargaining is a strategy by which one of the parties merely goes through the motions, with no intention of reaching an agreement. *Washoe County School District, supra*. In this regard, it is a form of bad faith bargaining. *City of Reno, v. Int'l Ass'n of Firefighters, Local 731, Item No. 253-A* (EMRB, Feb. 8, 1991). Distinguishing surface bargaining from good faith bargaining depends on the facts supporting the claim. *See Washoe County School District*.

In this case, CCDU suggests that Clark County was only going through the motions and had no intention of reaching any agreement with CCDU. However, Clark County did submit numerous articles throughout the course of the negotiations between the parties. Furthermore, Clark County did provide responses to most of the proposals submitted by CCDU aside from those from the final negotiating session where impasse was declared that is discussed in more detail below in Section B(2). In sum, the Board does not find that Clark County engaged in surface bargaining.

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1 **b. Regressive Bargaining**

2 Regressive bargaining is not defined in the NRS or NAC, and the Board has never had occasion
3 to define such. Thus, the Board finds that it is necessary to turn to NLRB decisions on this topic. A
4 regressive bargaining proposal is defined, logically, as a change from a prior more favorable proposal.
5 *Mid-Continent Concrete*, 336 NLRB 258, 260 (2001). Such proposals include a party making an initial
6 contract proposal that is less favorable to employees than the status quo. Regressive proposals are not
7 per se unlawful; they may be justified by changes in the economy of the industry and the relative
8 strengths of the participants. *Rescar, Inc.*, 274 NLRB 1, 2 (1985). However, regressive proposals are
9 indicative of bad faith if left unexplained or if the explanation appears dubious. *Mid-Continent*
10 *Concrete* at 260. “What is important is whether they are ‘so illogical’ as to warrant the conclusion that
11 that Clark County by offering them demonstrated an intent to frustrate the bargaining process and
12 thereby preclude the reaching of any agreement.” *Barry-Wehmiller Co.*, 271 NLRP 471, 473 (1984),
13 quoting *Hickinbotham Bros. Ltd.*, 254 NLRB 96, 103 (1981). The Board adopts the paragraph above for
14 the purposes of defining regressive bargaining and how to apply the doctrine to cases.

15 There is no dispute that Clark County’s first proposals were regressive in nature. The question
16 was whether the proposals were intended to frustrate the bargaining process. The Board does not find
17 Clark County’s proposals were meant to frustrate the bargaining process. Rather, the Board finds that
18 the proposals reflected the relative strength of the parties and were primarily meant to help establish
19 Clark County’s bargaining position.

20 **2. Respondent Clark County’s Requirement that Complainant CCDU Make All of Its**
21 **Financial Proposals First**

22 As found by the district court, “The undisputed evidence in the record before the EMRB was
23 that Clark County required CCDU to make all of its financial proposals before Clark County would
24 make any financial proposals.” The district court then remanded the case back to the Board to address
25 this issue.

26 It is well recognized that the failure to make proposals or counterproposals during negotiations
27 is an indicator of bad faith bargaining. *International Union of Operating Engineers Local 501 v.*
28 *Esmeralda County*, Case No. 2018-014, Item No. 838 (2019). The collective bargaining process

1 requires a willingness to engage in a “give and take” by both parties. *Lloyd A. Fry Roofing Co. v.*
2 *NLRB*, 216 F.2d 273 (1954); *Hooks ex rel. NLRB v. Hood River Distillers, Inc.*, 2021 WL 1837396 (D.
3 Ore. 2021) (seeking to discourage “rigid, inflexible posturing in place of the give-and-take of true
4 bargaining”).

5 In *Hospital of Barstow v. Nurses Association, National Nurses Organizing Committee*, 361
6 *NLRB* 352 (2014), enforced *Hospital of Barstow, Inc. v. NLRB*, 897 F.3d 280 (D.C. Cir. 2018), the
7 union presented its proposed contract with all of its proposals except for wages. The employer
8 responded that it would not give any proposals or counterproposals until all of the union’s proposals
9 were received. 361 *NLRB* at 359. There, the *NLRB* affirmed the findings of the administrative law
10 judge determining that this approach to bargaining constituted a failure to bargain in good faith. The
11 DC Circuit Court of Appeals specifically sustained the Board’s decision on this point. 897 F.3d at 289.
12 See also, *Fallbrook Hospital Corp. v. California Nursing Ass’n*, 360 *NLRB* 644 (2014); *Ardsley Bus*
13 *Corp.*, 357 *NLRB* 1009 (2011) (holding that an employer failed to bargain in good faith by requiring
14 the union present its demands in writing before the employer would do so).

15 In the instant case, Clark County defended its approach to bargaining in this manner on the
16 grounds that it wanted to fully cost CCDU’s proposals before responding. However, we find this
17 reasoning impractical and unpersuasive. Certainly, both sides would like to have perfect financials and
18 information before making a financial proposal. Employers would like to fully cost all proposals, and
19 unions would like to know exactly how much an employer is willing to spend. However, if unions
20 adopted the same “you first” approach as Clark County used in this negotiation, there would be
21 stalemate as each side waited for the other to advance its proposals. This would frustrate the “give and
22 take” requirement of good faith bargaining.

23 We find *NLRB*’s analysis in *Hospital of Barstow* and *Fallbrook Hospital Corporation*
24 persuasive as to this issue. By requiring CCDU to first make all of its financial proposals before Clark
25 County would make any financial proposals, Clark County failed to negotiate in good faith.

26 **3. Failure to Provide Information**

27 Under NRS 288.270(2)(d), it is a prohibited practice for an employee organization to fail to
28 provide documents related to mandatory subjects of bargaining as provided under NRS 288.180(2)

1 which states:

2 Following the notification provided in subsection 1, the employee organization or
3 the local government employer may request reasonable information concerning
4 any subject matter included in the scope of mandatory bargaining which it deems
5 necessary for and relevant to the negotiations. The information requested must be
6 furnished without unnecessary delay. The information must be accurate, and must
7 be presented in a form responsive to the request and in the format in which the
8 records containing it are ordinarily kept. If the employee organization requests
9 financial information concerning a metropolitan police department, the local
10 government employers which form that department shall furnish the information
11 to the employee organization.

12 The language in NRS 288.180(2) makes it clear that both parties can make requests for records,
13 and that the requests must be reasonable and related to mandatory subjects of bargaining. *Id.*, see also
14 *International Ass'n of Fire Fighters, Local 5046*, Case No. 2019-011, Item No. 847-A (EMRB, July 8,
15 2020); *Las Vegas Fire Fighters Local 1285, International Ass'n Fire Fighters v. City of Las Vegas*,
16 Case No. A1-046074, Item No. 786 (EMRB, May 21, 2013). Furthermore, once such a request is made,
17 the information must be furnished without unnecessary delay. *Id.* Finally, the Board utilizes the
18 "significant relationship" test when analyzing the negotiability of a topic. *Truckee Meadows v.*
19 *International Ass'n of Fire Fighters, Local 2487*, Case No. A1-045400, Item No. 196 (EMRB, Sep. 21,
20 1987). The significant relationship test can be described as whether or not, from the facts presented, the
21 subject matter involved is directly and significantly related to any one of the subjects specifically
22 enumerated in NRS 288.150(2). *Id.*

23 The evidence in this case shows that CCDU submitted a request for the financial impact of a 1%
24 cost of living ("COLA") adjustment on January 3, 2024. This information is clearly related to a
25 mandatory subject of bargaining under NRS 288.150(2) and was reasonable. There was also credible
26 evidence presented that the request was routine and that responding to the request was a relatively
27 simple task that should have only required a week at most to comply with. However, Clark County did
28 not provide the requested information until May 1, 2024, i.e., almost 4 months after the request was
made.

The Board finds that Clark County failed to furnish the requested information without
unnecessary delay. In fact, Clark County failed to provide any credible evidence indicating that the
delay was excusable in any way. Clark County as a whole is responsible for ensuring that information

1 requests are provided in a timely manner, and no reasonable excuse for the delay was provided. The
2 Board therefore finds that Clark County engaged in bad faith bargaining by failing to provide the
3 requested information within a reasonable period of time.

4 **4. Failure to Bargain in a Timely Manner, Including After Declaration of Impasse**

5 CCDU argued that Clark County failed to negotiate in a timely manner, including delaying the
6 scheduling of the mediation. The timeline for events in this matter follows:

- 7 • January 3, 2024 – Notice of Intent to Negotiate delivered to Clark County.
- 8 • February 27, 2024 – 1st negotiating session where CCDU submitted proposed changes to
9 Article 1 (agreement effective date) and Article 10 (grievance procedures)
- 10 • March 6, 2024 – 2nd negotiating session held. County attempted to discuss ground rules.
11 Article 1 proposal was signed by Clark County.
- 12 • March 13, 2024 – 3rd negotiating session held. Clark County introduced proposed changes
13 to Article 7 (management rights) and Article 36 (terms of the agreement to create a 3-year
14 contract term). CCDU submitted counterproposal to Article 36 (asking for an annual
15 reopener provision).
- 16 • March 20, 2024 – 4th negotiating session held. Clark County proposed to re-adopt seventeen
17 articles from the prior agreement.
- 18 • April 3, 2024 – 5th negotiating session held. Clark County provided a preliminary tentative
19 budget for FY25 and offered to provide a budget presentation. CCDU introduced three
20 articles for consideration: Article 37 (bail reform) (new), Article 31 (compensation), and
21 Article 22 (longevity pay). CCDU signed the seventeen proposals from the prior meeting.
- 22 • April 17, 2024 – 6th negotiating session held where CCDU introduced new financial
23 proposals. CCDU declared impasse at this meeting. The financial proposals CCDU provided
24 were:
 - 25 i. Article 27 – bail reform pay;
 - 26 ii. Article 38 – parity compensation with prosecutors;
 - 27 iii. Article 12 – salary increases for evaluations;
 - 28 iv. Article 9 – vacation sell back; and
 - v. A new Article 10 (version #3) regarding grievances procedures.
- The parties discussed Article 7 and Clark County indicated they would withdraw their

1 proposal. Clark County introduced four proposals:

- 2 i. Article 19 (vacation);
- 3 ii. Article 20 (sick leave);
- 4 iii. Article 27 (severance pay); and
- 5 iv. A revised version of Article 7.

- 6 • May 9, 2024 – Clark County requested the parties engage in mediation and indicated that
7 Clark County would “reach out to FMCS for some dates” if CCDU was amenable to
8 mediation. *See Exhibit 20 at p. 00069.*
- 9 • May 14, 2024 – CCDU agreed to participate in the mediation.
- 10 • June 13, 2024 – CCDU wrote to Clark County and stated that more than one month had
11 passed and mediation still had not yet been scheduled. *See Exhibit 21.*
- 12 • June 17, 2024 – Mediator was finally selected.
- 13 • August 1, 2024 – Mediation session held between the parties.

14 The Board finds the above schedule was reasonable up to the point where impasse was declared
15 by CCDU and mediation was invoked by Clark County on May 9 and agreed upon by CCDU on May
16 14. However, after a period of two-and-a-half months elapsed between the time that Clark County
17 requested mediation and when mediation actually occurred. As a preliminary, the Board stresses that
18 the entirety of NRS Chapter 288 makes it clear that time is of the essence in terms of participating in
19 negotiations, mediation and fact-finding. NRS 288.190 which governs mediation is no exception to the
20 rule that time is of the essence. Furthermore, NRS 288.200 makes it clear that once mediation has been
21 invoked, that process must be concluded prior to submitting the dispute to fact finding. To bolster this
22 point, under NRS 288.200(1)(b) a mediator may also be a fact-finder in the same matter. Thus, the
23 Board finds that there is no obligation on the part of any party to begin the fact-finding process until
24 after mediation has concluded. However, to counter this finding, the Board reiterates that once
25 mediation is invoked, the parties must diligently work to begin mediation as soon as is feasible. In this
26 case, the Board finds that based on the evidence presented, Clark County significantly delayed the
27 mediation process without good cause and contrary to the duty to act in good faith.

28 The district court remanded the Board’s earlier decision for clarification on the basis for the
Board’s finding that Clark County acted in bad faith during the mediation process. Specifically, the
district court remanded for the Board to clarify whether its finding of a failure to bargain in a timely

1 manner was based upon Clark County, as the party requesting mediation, failing to begin the process of
2 selecting a mediator in a timely manner, its refusal to make itself available on the dates initially
3 provided by the mediator, or both. We clarify that this finding of a failure to bargain in a timely manner
4 was made upon both grounds.

5 Where the parties failed to reach an agreement at the bargaining table in prior year, the parties
6 agreed to forego mediation. However, during the instant negotiations, Clark County requested that
7 CCDU participate in mediation on May 9, 2024, and by May 14, 2024, CCDU communicated its
8 willingness to do so. However, almost a month elapsed with no action being initiated by Clark County
9 to begin the mediator selection process, prompting CCDU to write to Clark County regarding this
10 failure.

11 If Clark County did not otherwise agree upon a mediator with CCDU, it was obligated to
12 request a list of seven (7) mediators from the Commissioner, and the parties agree upon one within five
13 (5) days from the receipt of the list. NRS 288.190(1) and (2). Delaying the selection process for a
14 month was unreasonable and inconsistent with Clark County’s obligation to bargain in a timely manner.

15 The parties agreed to utilize a mediator through the Federal Mediation and Conciliation Service
16 (FMCS). On June 17, 2024, Clark County notified CCDU that the mediator was available July 17, 18,
17 and 23. While CCDU expressed a desire for earlier dates, on June 21, 2024, CCDU’s counsel instructed
18 Clark County’s counsel to secure all 3 dates—both for CCDU and other County bargaining units
19 represented by the same counsel. Exhibit 30. Clark County refused to secure such dates, claiming “[t]he
20 County folks were not all available on those days.” Exhibit 31.

21 The Nevada Supreme Court has repeatedly held that it is appropriate to look to decisions of the
22 National Labor Relations Board, where appropriate, in interpreting NRS Chapter 288. The NLRB has
23 long held that the obligation to bargain at reasonable times requires a party “to provide a representative
24 who could conduct negotiations with the degree of diligence expected and required of it by the statute.”
25 *Insulating Fabricators, Inc.*, 144 NLRB 1325, 1328 (1963), enforced 338 F.2d 1002 (4th Cir. 1964).
26 “The Act does not permit a party to hide behind the crowded calendar of his negotiator, whether he be a
27 busy labor attorney or an overworked company officer.” *Radiator Specialty Co.*, 143 NLRB 350, 369
28 (1963).

1 A party to collective bargaining under NRS Chapter 288 is held to the same standard. Neither
2 party has a right to insist upon every member of their negotiating team being available, particularly for
3 mediation where the only requirement is a person with actual authority be present. Were the rule
4 otherwise, one party to negotiations could make themselves perennially unavailable by simply
5 increasing the size of their negotiating team to ensure that one person will always be unavailable.

6 Once a mediator is selected, the mediation is to occur “as soon as possible and, unless otherwise
7 agreed upon by the parties” within 30 days after the mediator is notified of their selection. NRS
8 288.190(3). By refusing to accept the dates provided by the mediator based upon all of Clark County’s
9 representatives not being available, Clark County prevented the mediation occurring “as soon as
10 possible” and outside of the 30 days provided by statute.

11 **B. Respondent Clark County Counterclaims – Failure to Bargain in Good Faith Under NRS**
12 **288.270(2)(b)**

13 As noted in Section A(1) above, NRS 288.270(2)(b) states that it is a prohibited practice for
14 either a local government employer or a designated employee representative to willfully refuse to
15 bargain in good faith as required under NRS 288.150. The requirement to bargain includes the entire
16 bargaining process, including mediation, and fact finding. *Id.* Clark County has asserted that CCDU
17 engaged in surface bargaining and rushed to declare impasse.

18 **1. Surface Bargaining**

19 Surface bargaining is a strategy by which one of the parties merely goes through the motions,
20 with no intention of reaching an agreement. In this regard, it is a form of bad faith bargaining. *City of*
21 *Reno v. Int’l Ass’n of Firefighters, Local 731*, Item No. 253-A (EMRB, Feb. 8, 1991). Distinguishing
22 surface bargaining from good faith bargaining depends on the facts supporting the claim.

23 In this instance, both parties presented substantive proposals and, aside from the proposals
24 submitted by CCDU at the final meeting, most were considered and some were even adopted. The
25 Board finds that given the facts and circumstances presented to the Board, there was no surface
26 bargaining undertaken by either party. Again, the Board would note that the lack of ground rules may
27 have been a contributing factor to both parties feeling that there may have been surface bargaining.

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1 **2. Rush to Impasse**

2 As noted by the Board in *Washoe County School District v. Washoe School Principals’*
3 *Association*, Case No. 2023-024 and *Washoe School Principals’ Association v. Washoe County School*
4 *District*, Case No. 2023-031 (consolidated), Item No. 895 (2024) (hereafter “*Washoe County School*
5 *District*”), the term “impasse” is not defined anywhere in NRS Chapter 288. In that case, the Board
6 adopted a definition of impasse from the NLRA and applied the same standard to the parties to this
7 dispute in Item No. 904.

8 However, the district court rejected this standard and set aside the Board’s finding that CCDU
9 acted in bad faith when it declared an impasse. The district court held that, because the Board did not
10 find CCDU acted in bad faith before declaring impasse, CCDU’s declaration of impasse was not a
11 failure to bargain in good faith. The Board now amends its earlier decision to include the following
12 legal analysis from the district court’s order:

13 The term “impasse” in public sector bargaining only denotes a decision to proceed to
14 statutory dispute resolution procedures such as fact finding. Once the sixth meeting
15 between the parties was completed, under the plain language of NRS 288.200(1) either
16 party could declare impasse to invoke that party’s statutory right to proceed through the
17 fact-finding process provided that such declaration was after April 1, 2024. Where there
18 is no underlying bad faith bargaining such as surface bargaining during the six meetings,
nothing within NRS 288.200(1) requires that a declaration of impasse be reasonable or
supported by other criteria such as “futility” or being “at the end of one’s rope”, and
under the plain language of the statute either party may declare “impasse” so as to invoke
the statutory fact-finding process.

19 Accordingly, the Board amends its prior order to conclude that CCDU did not fail to bargain in good
20 faith when it declared impasse after the sixth meeting.

21 **C. Failure to Discuss Ground Rules**

22 Under NRS 280.180(3), the parties are required to at least broach the subject of ground rules at
23 their first meeting. The Board understands that most parties establish bargaining ground rules and that
24 such guidelines serve as a helpful device to streamline the negotiations process and to avoid petty
25 disputes and unfair surprises. *City of Reno v. Int’l Ass’n of Firefighters, Local 731*, Case No. A1-
26 045472, Item No. 253-A (EMRB, Feb. 8, 1991). However, disputes over the interpretation of these
27 guidelines should not be allowed to interfere with negotiations regarding mandatory subjects of
28 bargaining. *Id.* If negotiations were allowed to break down over mere threshold issues, those who wish

1 themselves available to participate in mediation. *See* Section II(A)(4) above.

2 7. There was insufficient evidence to sustain a surface bargaining allegation against
3 CCDU. *See* Section II(B)(1) above.

4 8. The Board vacates its prior finding that substantial evidence was presented showing that
5 CCDU engaged in bad faith negotiations by rushing to declare impasse. CCDU did not engage in bad
6 faith negotiations when it declared impasse as discussed in Section II(B)(3) above.

7 9. CCDU did not fail to bargain in good faith by refusing to agree to ground rules. *See*
8 Section II(C) above.

9 10. Any finding of fact above construed to constitute a conclusion of law is adopted as such
10 to the same extent as if originally so denominated.

11 IV. CONCLUSIONS OF LAW

12 1. The above discussion is incorporated herein to the extent it sets out conclusions of law.

13 2. All findings of fact are based on the finding that there was a preponderance of the
14 evidence in support of all such findings.

15 3. There is an ongoing duty to act in good faith that extends from the negotiating period
16 throughout the duration of the collective bargaining agreement. *See, e.g.*, NRS 288.270(1)(e) and (2)(b)
17 and NRS 288.032; *see also* Discussion in Section II(A) above.

18 4. A party's conduct at the bargaining table must show a sincere desire to come to an
19 agreement. The determination of whether there has been such sincerity is made by drawing inferences
20 from the conduct of the parties as a whole. *City of Reno v. Int'l Ass'n of Firefighters, Local 731*, Item
21 No. 253-A (EMRB, Feb. 8, 1991) (quoting *NLRB v. Int'l Union*, 361 U.S. 488 (1970)).

22 5. As noted in *Washoe County School District, supra*, evidence of bad faith may include
23 one or more of the following:

- 24 • *Refusing to bargain on mandatory subjects of bargaining;*
- 25 • *Cancellation of bargaining sessions;*
- 26 • *Delays/Extended periods of unavailability for bargaining;*
- 27 • *Imposing conditions on bargaining;*
- 28 • *Insufficient authority to bargain;*
- *Refusal to provide information;*
- *Refusal to meet and unreasonable meeting times and sites;*
- *Boulwarism (take it or leave it type offers);*
- *Surface bargaining;*

- *Direct dealing;*
- *Regressive bargaining;*
- *Unilateral changes;*
- *Withdrawal of accepted offers; and*
- *Refusal to sign a written agreement.*

6. The term “impasse” under NRS Chapter 288 is a resort to the statutory resolution procedures in the Act and does not denote a cessation of the obligation to bargain.

7. If a party otherwise bargains in good faith through six (6) meetings provided for under NRS 288.270(1) that party may declare impasse and move to statutory resolution procedures without further preconditions.

8. Any conclusion of law above construed to constitute a finding of fact is adopted as such to the same extent as if originally so denominated.

V. CONCLUSION

The Board determined that Clark County engaged in bad faith negotiations as described herein. Normally the Board would send the parties back to the table to continue to negotiate when there is a finding of bad faith after impasse is declared. *City of Reno v. Int’l Ass’n of Firefighters, Local 731*, Case No. A1-045472, Item No. 253-A (EMRB, Feb. 8, 1991). However, given that the collective bargaining agreement has already been resolved by binding fact finding, the Board finds that other remedies are appropriate as set out below.

Based on the foregoing, it is hereby **ORDERED** as follows:

1. The Board finds that Clark County engaged in bad faith bargaining as described herein.
2. Clark County will promptly post a copy of this Decision where the Clark County Commission meeting notices are posted.
3. CCDU will post a copy of this Decision in the office area(s) where the Public Defenders work within five days of this order. The failure to do so may result in sanctions pursuant to NAC 288.373(1)(a).
4. Clark County shall provide a copy of this Decision to each member of the Clark County Board of Commissioners and provide Commissioner Abellar with proof of such within 10 days from the date of this Decision.

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1 5. Clark County is hereby ordered to refrain from engaging in the prohibited conduct
2 described herein.


3 6. The parties are admonished regarding the parties' failure to establish sufficient ground
4 rules for bargaining. Although the Board cannot find bad faith for either party's refusal to agree to the
5 minimal ground rules discussed at the first meeting, *see* Section II(C), the Board stresses that the need
6 for the instant litigation may have largely been obviated by more diligent efforts to develop and agree to
7 more thorough ground rules at the start of negotiations.

8 7. All other requested relief is hereby denied.

9 Dated this 10th day of June 2026.

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GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

BY: 
BRENT C. ECKERSLEY, Esq., Chair

BY: 
MICHAEL J. SMITH, Board Member

BY: 
BRUCE K. SNYDER, Esq., Board Member

BY: 
JERRY KEATING, Board Member