

FILED  
December 12, 2024  
State of Nevada  
E.M.R.B.

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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**

**PANEL A**

**ITEM NO. 904**

CLARK COUNTY,

Counter-Claimant,

v.

CLARK COUNTY DEFENDERS UNION,

Counter-Respondent.

TO: Complainant/Counter-Respondent Clark County Defenders Union and their attorneys, Adam Levine, Esq. and the Law Office of Daniel Marks;

TO: Respondent/Counter-Claimant Clark County and its attorneys, Scott Davis, Deputy District Attorney and the Clark County Deputy 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 December 12, 2024.

A copy of said order is attached hereto.

DATED this 12th day of December 2024.

GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD

By:   
MARISU ROMUALDEZ ABELLAR  
Executive Assistant

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 12th day of December 2024, I served a copy of the foregoing **NOTICE OF**  
4 **ENTRY OF ORDER** by mailing a copy thereof, postage prepaid to:

5 Law Office of Daniel Marks  
6 Daniel Marks, Esq.  
7 Adam Levine, Esq.  
8 610 South Ninth Street  
9 Las Vegas, NV 89101

10 Scott R. Davis, Deputy District Attorney  
11 Clark County District Attorney's Office  
12 Civil Division  
13 500 S. Grand Central Parkway  
14 Las Vegas, NV 89155

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17 MARISU ROMUALDEZ ABELLAR  
18 Executive Assistant  
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State of Nevada  
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**DECISION, FINDINGS OF FACT  
AND CONCLUSIONS OF LAW**

**PANEL A**

CLARK COUNTY,

Counterclaimant,

v.

CLARK COUNTY DEFENDERS UNION,

Counter-Respondent

**ITEM NO. 904**

**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 provision of the Employee-Management Relations Act (the Act), NRS Chapter 288, and NAC Chapter 288. At issue was Clark County Defender’s Union (“Complainant” or “CCDU”) Amended Prohibited Practice Complaint and Clark County’s (“Respondent” or “Clark County”) Counterclaim for Bad Faith Bargaining and Premature Declaration of Impasse. The Board conducted a hearing on the matter on November 6 and 7,

1 2024. The Board began deliberations on November 7, 2024, but was unable to reach a decision  
2 on the matter and tabled the final decision until December 9, 2024.

## 3 4 **II. DISCUSSION**

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

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

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

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

1 2023-024 and 2023-031, Item No. 895 (EMRB, March 29, 2024), evidence of bad faith may  
2 include one or more of the following:

- 3 • *Refusing to bargain on mandatory subjects of bargaining;*
- 4 • *Cancellation of bargaining sessions;*
- 5 • *Delays/Extended periods of unavailability for bargaining;*
- 6 • *Imposing conditions on bargaining;*
- 7 • *Insufficient authority to bargain;*
- 8 • *Refusal to provide information;*
- 9 • *Refusal to meet and unreasonable meeting times and sites;*
- 10 • *Boulwarism (take it or leave it type offers);*
- 11 • *Surface bargaining;*
- 12 • *Direct dealing;*
- 13 • *Regressive bargaining;*
- 14 • *Unilateral changes;*
- 15 • *Withdrawal of accepted offers; and*
- 16 • *Refusal to sign a written agreement.*

17  
18 In this case, Complainant argues that Respondent Clark County failed to negotiate in  
19 good faith by: (a) engaging in surface bargaining and regressive bargaining; (b) failing to  
20 provide information; and (c) failing to bargain in a timely manner.

21 **1. Surface Bargaining and Regressive Bargaining.**

22 **a. Surface Bargaining.**

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

28 In this case, Complainant suggests that Respondent was only going through the motions  
and had no intention of reaching any agreement with Complainant. However, Respondent did  
submit numerous articles throughout the course of the negotiations between the parties.  
Furthermore, Respondent did provide responses to most of the proposals submitted by  
Complainant 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

1 Respondent engaged in surface bargaining.

2 **b. Regressive Bargaining.**

3 Regressive bargaining is not defined in the NRS nor NAC, nor has the Board ever had  
4 occasion to do so. Thus, the Board finds that it is necessary to turn to NLRB decisions on this  
5 topic. A regressive bargaining proposal is defined, logically, as a change from a prior more  
6 favorable proposal. *Mid-Continent Concrete*, 336 NLRB 258, 260 (2001). Such proposals  
7 include a party making an initial contract proposal that is less favorable to employees than the  
8 status quo. Regressive proposals are not per se unlawful; they may be justified by changes in  
9 the economy of the industry and the relative strengths of the participants. *Rescar, Inc.*, 274  
10 NLRB 1, 2 (1985). However, regressive proposals are indicative of bad faith if left unexplained  
11 or if the explanation appears dubious. *Mid-Continent Concrete* at 260. “What is important is  
12 whether they are ‘so illogical’ as to warrant the conclusion that the Respondent by offering  
13 them demonstrated an intent to frustrate the bargaining process and thereby preclude the  
14 reaching of any agreement.” *Barry-Wehmiller Co.*, 271 NLRB 471, 473 (1984),  
15 quoting *Hickinbotham Bros. Ltd.*, 254 NLRB 96, 103 (1981). The Board adopts the paragraph  
16 above for the purposes of defining regressive bargaining and how to apply the doctrine to cases.

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

22 **2. Failure to Provide Information.**

23 Under NRS 288.270(2)(d), it is a prohibited practice for an employee organization to fail  
24 to provide documents related to mandatory subjects of bargaining as provided under NRS  
25 288.180(2) which states:

26 2. Following the notification provided for in subsection 1, the employee  
27 organization or the local government employer may request reasonable  
28 information concerning any subject matter included in the scope of  
mandatory bargaining which it deems necessary for and relevant to the  
negotiations. The information requested must be furnished without

1 unnecessary delay. The information must be accurate, and must be  
2 presented in a form responsive to the request and in the format in which the  
3 records containing it are ordinarily kept. If the employee organization  
4 requests financial information concerning a metropolitan police department,  
5 the local government employers which form that department shall furnish  
6 the information to the employee organization.

7 The language in NRS 288.180(2) makes it clear that both parties can make requests for  
8 records, and that the requests must be reasonable and related to mandatory subjects of  
9 bargaining. *Id.*, see also *International Association of Fire Fighters, Local 5046*, Case No.  
10 2019-011, Item No. 847-A (EMRB, July 8, 2020); *Law Vegas Fire Fighters Local 1285*,  
11 *International Association of Fire Fighters v. City of Las Vegas*, Case No. A1-046074, Item No.  
12 786 (EMRB, May 21, 2013). Furthermore, once such a request is made, the information must  
13 be furnished without unnecessary delay. *Id.* Finally, the Board utilizes the “significant  
14 relationship” test when analyzing the negotiability of a topic. *Truckee Meadows v. International*  
15 *Association of Fire Fighters, Local 2487*, Case No. A1-045400, Item No. 196 (EMRB, Sept.  
16 21, 1987). The significant relationship test can be described as whether or not, from the facts  
17 presented, the subject matter involved is directly and significantly related to any one of the  
18 subjects specifically enumerated in NRS 288.150(2). *Id.*

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

26 The Board finds that Respondent failed to furnish the requested information without  
27 unnecessary delay. In fact, Respondent failed to provide any credible evidence indicating that  
28 the delay was excusable in any way. Clark County as a whole is responsible for ensuring that  
information requests are provided in a timely manner and no reasonable excuse for the delay  
was provided. The Board therefore finds that Respondent engaged in bad faith bargaining by  
failing to provide the requested information within a reasonable period of time.

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

2           Complainant argued that Respondent failed to negotiate in a timely manner, including  
3 delaying the scheduling of the mediation. The timeline for events in this matter follows:

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



1 The parties discussed Article 7 and Respondent indicated they would  
2 withdraw their proposal. Respondent introduced four new proposals:

- 3 i. Article 19 (vacation);
- 4 ii. Article 20 (sick leave); and
- 5 iii. Article 27 (severance pay).

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

15 The Board finds the above schedule was reasonable up to the point where impasse was  
16 declared and mediation was requested by Respondent on May 9th and agreed upon by  
17 Complainant on May 14th. However, after a period of almost 3 months elapsed between the  
18 time that Respondent requested mediation and when mediation actually occurred. The entirety  
19 of NRS Chapter 288 makes it clear that time is of the essence in terms of participating in  
20 negotiations, mediation and fact-finding. NRS 288.190 which governs mediation is no  
21 exception to the rule that time is of the essence. Furthermore, NRS 288.200 makes it clear that  
22 once mediation has been chosen as an option, that process must be concluded prior to  
23 submitting the dispute to fact finding. To bolster this point, under NRS 288.200(1)(b) a  
24 mediator may also be a fact-finder in the same matter. Thus, the Board finds that there is no  
25 obligation on the part of any party to begin the fact-finding process until after mediation has  
26 concluded. However, to counter this finding, the Board reiterates that once mediation is chosen  
27 as an option, the parties must diligently work to begin mediation as soon as is feasible. In this  
28 case the Board finds that based on the evidence presented Respondent significantly delayed the

1 mediation process without good cause and contrary to the duty to act in good faith.

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

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

9 **1. Surface Bargaining.**

10 Surface bargaining is a strategy by which one of the parties merely goes through the  
11 motions, with no intention of reaching an agreement. In this regard, it is a form of bad faith  
12 bargaining. *City of Reno v. Int'l Ass'n of Firefighters, Local 731, Item No. 253-A* (EMRB, Feb.  
13 8, 1991). Distinguishing surface bargaining from good faith bargaining depends on the facts  
14 supporting the claim.

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

21 **2. Rush to Impasse.**

22 In *Washoe County, supra*, the Board adopted the following standards to determine what  
23 constitutes an impasse. First, an impasse is the point in which the parties are warranted in  
24 assuming that bargaining would be futile. *Id.* Second, both parties must believe they are “at the  
25 end of their rope.” *Id.* Third, Impasse in negotiations is synonymous with a deadlock; the  
26 parties have discussed a subject, or subjects, in good faith, and, despite their best efforts to  
27 achieve agreement with respect to such, neither party is willing to move from its respective  
28 position. *Id.* Fourth, the bargaining history, the good faith of the parties in negotiations, the

1 length of the negotiations, the importance of the issue or issues as to which there is  
2 disagreement, the contemporaneous understanding of the parties as to the state of negotiations  
3 are all relevant factors [the trier of fact should consider] in deciding whether an impasse exists  
4 and was proper. Fifth, in analyzing these factors, the Board looks at the totality of the  
5 circumstances and one or two factors alone may be sufficient to demonstrate the absence of  
6 impasse. *Id.*

7 In this case, a significant number of articles presented by both parties remained  
8 unresolved at the final meeting where impasse was declared. Complainant introduced five new  
9 financial proposals at the final negotiating session where impasse was declared and Respondent  
10 introduced three. *See* Section A(3) above. Thus, the evidence does not suggest that the parties  
11 were “at the end of their rope,” rather it seems like the negotiations were just warming up.  
12 Furthermore, there was credible evidence that Respondent was open to negotiating all of the  
13 pending Articles, other than those that had been previously rejected. Respondent went further  
14 and even suggested holding an additional negotiating session in early May which would include  
15 counterproposals to those that had been submitted by Complainant. The Board also finds that it  
16 is not unreasonable that both Complainant and Respondent would need a bit more time to  
17 consider the flurry of proposals from the last two sessions since it was likely the new proposals  
18 would require internal discussions and detailed financial evaluation before definitive responses  
19 could be provided. The Board also examined the history of negotiations between the parties  
20 and finds that Complainant had an inclination to rush to impasse. Finally, the Board notes that  
21 there was an alarming lack of futility that would warrant a declaration of impasse. Thus, the  
22 Board finds that Complainant declared impasse in bad faith.

### 23 **C. Failure to Discuss Ground Rules.**

24 Under NRS 280.180(3), the parties are required to at least broach the subject of ground  
25 rules at their first meeting. The Board understands that most parties establish bargaining  
26 ground rules and that such guidelines serve as a helpful device to streamline the negotiations  
27 process and to avoid petty disputes and unfair surprises. *City of Reno v. International Ass’n of*  
28 *Firefighters, Local 731*, Case No. A1-045472, Item No. 253-A (EMRB, Feb. 8, 1991).

1 However, disputes over the interpretation of these guidelines should not be allowed to interfere  
2 with negotiations regarding mandatory subjects of bargaining. *Id.* If negotiations were allowed  
3 to breakdown over mere threshold issues, those who wish to impede the collective bargaining  
4 process would have a tool of avoidance to wield at the expense of those willing to bargain in  
5 good faith. *Id.*, citing to *NLRB v. Bartlett-Collins Co.*, 639 F.2d 652 (10th Cir. 1981), *cert*  
6 *denied* 252 U.S. 961 (1981). Also, ground rules cannot be implemented except by mutual  
7 agreement which means that a party cannot unilaterally impose a ground rule as a precondition  
8 to bargaining. *Id.* Most importantly, ground rules are not mandatory subjects of bargaining  
9 under NRS 288.150.

10 There is no dispute that ground rules were discussed during the first meeting between the  
11 parties on February 27, 2024. It is also clear from the evidence presented that Complainant  
12 informed Respondent they did not want to discuss ground rules and believed the rules were not  
13 needed. However, the law is clear that ground rules are not a mandatory subject of bargaining  
14 and once a party unequivocally indicates they do not wish to discuss ground rules, there can be  
15 no finding of bad faith if a party rejects any proposed ground rules. However, the Board also  
16 finds that the lack of ground rules in this case most likely contributed to the lack of progress by  
17 the parties and hastened the declaration of impasse which was unnecessary given the  
18 sophistication of the parties and the issues involved.

### 19 III. FINDINGS OF FACT

20 1. The above discussion is incorporated herein to the extent it sets out findings of  
21 fact.

22 2. There was insufficient evidence to sustain a surface bargaining allegation against  
23 Respondent. *See* Section II(A)(1)(a) above.

24 3. There was insufficient evidence to sustain a regressive bargaining allegation  
25 against Respondent. *See* Section II(A)(1)(b) above.

26 4. Substantial evidence was presented showing that Respondent engaged in bad faith  
27 by significantly and unreasonably delaying the provision of information to Complainant as  
28 discussed in Section II(A)(2) above.

1 5. Substantial evidence was presented which indicated that Respondent failed to  
2 bargain in a timely manner regarding setting up the mediation session. *See Section II(A)(3)*  
3 above.

4 6. There was insufficient evidence to sustain a surface binding allegation against  
5 Complainant. *See Section II(B)(1) above.*

6 7. There was insufficient information in support of a Substantial evidence was  
7 presented showing that Complainant engaged in bad faith negotiations by rushing to declare  
8 impasse as discussed in Section II(B)(2) above.

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

#### 11 IV. CONCLUSIONS OF LAW

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

13 2. All findings of fact are based on the finding that there was a preponderance of  
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  
16 period throughout the duration of the CBA. *See e.g., NRS 288.270(1)(e) and (2)(b) and NRS*  
17 *288.032. See Discussion in Section II(A) above.*

18 4. A party's conduct at the bargaining table must show a sincere desire to come to  
19 an agreement. The determination of whether there has been such sincerity is made by drawing  
20 inferences from the conduct of the parties as a whole. *City of Reno v. Int'l Ass'n of*  
21 *Firefighters, Local 731, Item 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, supra*, evidence of bad faith may include one or  
23 more of the following:  
24

- 25 • *Refusing to bargain on mandatory subjects of bargaining;*
- 26 • *Cancellation of bargaining sessions;*
- 27 • *Delays/Extended periods of unavailability for bargaining;*
- 28 • *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.*

6. Evidence was presented showing that there were multiple instances of bad faith negotiations by both parties as discussed in the Findings of Fact Section above.

7. 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 both parties have 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 when an impasse is declared such as the case here. *City of Reno v. International Association of Firefighters, Local 731*, Case No. A1-045472, Item No. 253-A (EMRB, Feb. 8, 1991). However, given that the matter is currently before a fact-finder, 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 both parties engaged in bad faith bargaining as described herein.
2. Clark County will promptly post a copy of this Decision in where the Clark County Commission meeting notices are posted.
3. CCDU will promptly post a copy of this Decision in the office area(s) where the Public Defenders work.
4. Clark County shall provide a copy of this Decision to each member of the Clark County Board of County Commissioners and provide Commissioner Snyder with proof of such within 10 days from the date of this Decision.
5. Clark County will submit a copy of this Decision to the fact-finder within ten (10) days from the date of this Decision and provide proof of such to Commissioner Snyder.


- 1 6. CCDU will provide a copy of this Decision to each of its current members within ten  
2 (10) days from the date of this Decision and provide proof of such to Commissioner  
3 Snyder.  
4 7. Both parties are hereby Ordered to refrain from engaging in the prohibited conduct  
5 described herein.  
6 8. All other requested relief is hereby denied.  
7

8 Dated this 12<sup>th</sup> day of December 2024.  
9

10 GOVERNMENT EMPLOYEE-  
11 MANAGEMENT RELATIONS BOARD

12 By:   
13 BRENT ECKERSLEY, ESQ.  
14 Presiding Officer

15 By:   
16 SANDRA MASTERS, Board Member

17 By:   
18 TAMMARA M. WILLIAMS, Board  
19 Member  
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