

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 4068,

Complainant,

v.

TOWN OF PAHRUMP,

Respondent.

Case No. 2024-033

NOTICE OF ENTRY OF ORDER

PANEL B

ITEM NO. 908A

TO: Complainant and its attorney, Adam Levine, Esq. of the Law Office of Daniel Marks; and

TO: Respondent and its attorneys Richard G. Campbell, Esq. of Robertson, Johnson, Miller, & Williamson;

PLEASE TAKE NOTICE that the **AMENDED FINDINGS OF FACT AND CONCLUSIONS OF LAW** was entered in the above-entitled matter on April 21, 2025.

A copy of said order is attached hereto.

DATED this 21st day of April 2025.

GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

BY Kelly Valadez
KELLY VALADEZ
Executive Assistant

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GOVERNMENT EMPLOYEE-MANAGEMENT
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TOWN OF PAHRUMP,

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**AMENDED FINDINGS OF FACT
AND CONCLUSIONS OF LAW**

PANEL B

Michael J. Smith

Sandra Masters

Tammara M. Williams

ITEM NO. 908A

On April 1, 2025, and April 2, 2025, 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 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 4068’s (“Complainant” or “IAFF 4068”) Prohibited Practice Complaint (“Complaint”) against the TOWN OF PAHRUMP (“Respondent” or “Employer”) for failure to impact bargain. The Board conducted a hearing on the matter on April 1, 2025, and deliberated the matter on April 2, 2025. The Board reached a decision on April 2, 2025.

I. EMRB PROCEDURAL BACKGROUND

1. On September 24, 2024, IAFF 4068, through counsel, filed their Complaint against the Town of Pahrump, which was postmarked for certified mail on September 27, 2024. Based on Complainant’s Proof of Service filed October 4, 2024, service was executed on or about October 2, 2024.

2. No Answer was filed by the Respondent and no affirmative defenses were made.
3. IAFF 4068 filed and served their Pre-Hearing Statement on December 2, 2024.
4. The Commissioner sent the Notice of Hearing to the Parties on January 16, 2025.
5. Employer filed their Pre-Hearing Statement on February 3, 2025.
6. The hearing regarding this matter occurred on April 1, 2025.
7. At the date of hearing, IAFF 4068 was represented by ADAM LEVINE, ESQ.
8. At the date of hearing, Employer was represented by RICHARD G. CAMPBELL, JR., ESQ.
9. Eleven (11) exhibits were submitted to the EMRB Commissioner, which were sent to the Board.
10. The exhibits were bates numbered PAHRUMP000001 – PAHRUMP002869.
11. The Parties orally stipulated to the exhibits prior to the hearing.
12. The Board noted that Exhibit 4, titled the Fire Call Detail Reports, is approximately 2,781 pages long.
13. The Board inquired to the relevance of Exhibit 4 because of its sheer volume. Counsel for the Respondent stated that the information in Exhibit 4 addresses IAFF 4068's allegation that interfacility transports increased in frequency in 2024 and that such exhibit is complete representation of the quantifiable data. IAFF 4068 did not object.
14. The Board determined that Exhibit 4 shall be granted the weight it deserves.
15. Neither party had preliminarily motions.
16. The Board deliberated its decision on April 2, 2025.

II. FINDINGS OF FACT

1. The Parties each submitted an oral opening statement on April 1, 2025.

1 2. The following witnesses were presented during Complainant’s case-in-chief:

2 i. William Justin Snow (“Snow”) – the former IAFF 4068 President

3 ii. Matthew Smith (“Smith”) – the current IAFF 4068 President

4 iii. Raymond Delucchi (“Delucchi”) – the current Secretary-Treasurer of IAFF
5 4068

6 3. The following witnesses were presented during Respondent’s case-in-chief:

7 i. Timothy Sutton (“Sutton”) – former Town Manager of Pahrump

8 ii. Chief Scott Lewis (“Chief Lewis”) – the Town of Pahrump Fire Chief

9 4. The following witness served as Complainant’s rebuttal witness:

10 i. William Justin Snow – the former IAFF 4068 President

11 5. Based on the documents filed in this matter and the testimony and exhibits
12 presented during hearing, the Board finds the evidence supports the following facts:

13 i. IAFF 4068 is an employee organization within the meaning of NRS
14 Chapter 288 and serves as the bargaining representative for the employees of the fire
15 operations and emergency services for the Pahrump Valley Fire and Rescue (“PVFR”).

16 ii. During the relevant times initiating this case till November 2023,
17 Snow, as the then President of IAFF 4068, served as the designated representative to
18 represent IAFF 4068 under NRS 288.150(1).

19 iii. During all times relevant starting from November 2023, Smith, as the
20 newly elected President of IAFF 4068, served as the designated representative to represent
21 IAFF 4068 under NRS 288.150(1).

22 iv. During all times relevant in this matter, Sutton, as the then Town
23 Manager of Pahrump, had the authority to represent the Employer under NRS 288.150(1).

24 v. A normal shift for an IAFF 4068 EMT or firefighter is from 8:00 AM
25 to 8:00AM; however, the current agreement allows up to 72-hour shifts.

26 vi. Employer is a local government employer within the meaning of NRS
27 Chapter 288.

28 vii. Interfacility transports (“IFT”) is when a medical patient is

1 transported from Pahrump’s medical facility to a separate medical facility in Las Vegas,
2 Nevada. These transports can be taken by ground or in the air.

3 viii. Desert View Regional Medical Center (“Desert View”) is the medical
4 facility in Pahrump that was predominately discussed to these proceedings. It was
5 established in the mid-2000s.

6 ix. There was no dispute that the job of an EMT and firefighter is
7 difficult.

8 x. Ground IFTs are typically carried out by PVFR, but IAFF 4068 did
9 not take issue with the IFTs being outsourced.

10 xi. IFTs also contribute to PVFR’s budget.

11 xii. IFTs on average take approximately three to four hours to complete,
12 starting in Pahrump, traveling to a Las Vegas facility, and then back to Pahrump.

13 xiii. The drive between Pahrump and Las Vegas is described as “boring”
14 and can be dangerous.

15 xiv. IFTs have occurred in the town as early as 2010 and was subject to
16 bargaining disputes for subcontracting.

17 xv. Generally, Pahrump runs approximately four (4) ambulances at any
18 given time due to staffing issues. Two (2) ambulances are used for IFTs.

19 xvi. IAFF 4068 testified that, around approximately 6:00P.M., the
20 members saw an uptick of patients needing IFTs to Las Vegas. Because of the multitude
21 of patients, the IAFF 4068 members would run IFTs throughout the evening and sometimes
22 would not finish until 2AM or 3AM.

23 xvii. Moreover, the number of IFTs would compound each other because
24 the multiple IFT calls would occur at the same time.

25 xviii. The IAFF 4068 members who ran the IFTs are workers who worked
26 either a 24-hour shift, a 48-hour shift, or a 72-hour shift. IAFF 4068 workers who ran IFTs
27 during the back half of the shift (8:00PM to 8:00AM) resorted to either over the counter
28 products, such as energy drinks, nicotine pouches, gas station caffeine pills, or prescription

1 drugs, such as Adderall or medication for sleeping disorders, to stay awake and complete
2 their IFTs. The workers also reported hallucinating on the drives between Pahrump and
3 Las Vegas and/or getting yellow line fever.

4 xix. While IAFF 4068 testified of accidents occurring during IFTs, no
5 evidence of quantifying such data was provided to the Board.

6 xx. In March 2023, IAFF 4068 issued a vote of no confidence against
7 Chief Lewis because of the late night IFTs and other issues. The vote of no confidence
8 was publicized.

9 xxi. After the vote of no confidence, in May 2023, Snow, as the President
10 of IAFF 4068, and Delucci, as the Secretary-Treasurer of IAFF 4068, met with Sutton, to
11 discuss IAFF 4068's concerns.

12 xxii. Sutton stated that he could not remove Chief Lewis but would try to
13 help IAFF 4068 with their three biggest concerns.

14 xxiii. IFTs were at the top of that list.

15 xxiv. Sutton informed Snow and Delucci that he would confer with Chief
16 Lewis about addressing the late night IFTs and try to establish an agreement with Desert
17 View to either limit or cease IFTs during a specific time period.

18 xxv. After the meeting, Sutton and Chief Lewis met with Desert View to
19 address late night IFTs.

20 xxvi. After the meeting between IAFF 4068 and Sutton, late night IFTs
21 between 8:00PM to 8:00AM stopped.

22 xxvii. On June 11, 2023, Snow sent Sutton an email thanking him for his
23 efforts in stopping IFTs and the positive impact that it was having on the members,
24 including the safety concerns.

25 xxviii. Sutton's June 12, 2023, response to Snow indicated that the new IFT
26 schedule would be a "long term change" and did not anticipate "rolling back the decision."

27 xxix. That day, Snow was informed by Chief Lewis that the IFT time was
28 adjusted from 8:00PM to 8:00AM to 10:00PM to 8:00AM, that the original time was a

1 typo, and the fire captains were aware of the times.

2 xxx. Because of the confusion, Snow requested that the IFT time changes
3 be memorialized in some form of an agreement whether that be a Memorandum of
4 Understanding (“MOU”) or a Standard Operating Guideline (“SOG”). Snow also
5 requested that the Parties meet to impact bargain.

6 xxxi. On June 13, 2023, Chief Lewis informed IAFF 4068 that IFTs are to
7 be handled by PVFR and that there was no agreement with IAFF 4068.

8 xxxii. On June 14, 2023, Snow responded to Chief Lewis, including Sutton
9 in the email, requesting an opportunity to impact bargain.

10 xxxiii. On June 15, 2023, Sutton responded to Snow stating that he regretted
11 implementing the IFT changes.

12 xxxiv. On July 2, 2023, Snow sent Sutton an email with proposed MOU
13 language regarding IFTs.

14 xxxv. On the same day, Sutton acknowledged receipt of the language, that
15 he would check with Pahrump’s legal counsel, and that the email should be fine.

16 xxxvi. IAFF 4068 interpreted Sutton’s response email to Snow as an MOU
17 related to IFTs. It was undisputed that nothing was signed between the Parties regarding
18 IFTs.

19 xxxvii. Employer did not view the email as an agreement with IAFF 4068.

20 xxxviii. Between July 2023 and January 2024, IAFF 4068 did not run late
21 night IFTs except on an occasional and emergency basis.

22 xxxix. Whether an IFT is considered life threatening is determined by the
23 hospital administration or the doctor who oversees that patient.

24 xl. After January 2024, IAFF 4068 testified that the number of IFTs
25 increased in frequency; however, did not provide any quantitative data illustrating the
26 increase in frequency with the exception of an increase in calls from the members.

27 xli. Chief Lewis pulled a master list of dispatched IFTs and claims that
28 approximately 15 IFTs were dispatched in 2024 during the time period that IFTs were not

1 supposed to be running.

2 xlii. However, it is unclear how many of those calls were compounded on
3 each other or when those calls were executed.

4 xliii. On January 14, 2024, Smith, as the President of IAFF 4068, filed a
5 grievance on behalf of the members regarding IFTs.

6 xliv. On March 27, 2024, Sutton denied the grievance because there was
7 no IFT agreement; however, he could not identify the signature on the grievance form.

8 xlv. Additionally, Employer viewed the IFT matter as a management right
9 under Article 3 of the Collective Bargaining Agreement (“CBA”).

10 xlv. Employer noted that there was an exception for safety considerations
11 under the CBA; however, the Employer did not find IFTs to be a safety issue because they
12 have been ongoing for about “forty (40) years, 24/7.”

13 xlvii. It is undisputed that the Town of Pahrump has changed substantially
14 within the last forty (40) years.

15 xlviii. Employer does not dispute that IAFF 4068 addressed IFTs as a safety
16 concern when asking to impact bargain, but Employer did not understand why they were
17 asking or what the impact was. No evidence was presented about whether Employer
18 inquired about the safety concerns.

19 xlix. Between April 2024 to June 2024, IAFF 4068, through legal counsel,
20 demanded to impact bargain regarding IFTs.

21 l. Employer did not administer any dates to IAFF 4068’s counsel to
22 impact bargain and was often delayed in responding.

23 li. Sutton testified that he was wrapping up his position with the
24 Employer and did not maliciously delay his response to IAFF’s counsel.

25 lii. There is no evidence that suggests whether Sutton was stripped of his
26 obligations and responsibilities to serve as the government representative pursuant to NRS
27 288.150(1) during all times relevant to this matter.

28 liii. Chief Lewis states that he was not aware of this conversation between

counsel and Employer or IAFF 4068's reiterated intent to impact bargain.

liv. Because of Employer's lack of response, IAFF 4068 filed their Complaint with the EMRB.

6. The Parties submitted oral closing arguments on April 1, 2025.

7. On April 2, 2025, the Board deliberated this matter in a closed session pursuant to NRS 288.220.

III. DISCUSSION

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

Under NRS 288.150(1), every local government employer shall negotiate in good faith through a representative of its own choosing concerning the mandatory subjects of bargaining set forth in statute with the designated representative(s) of the union. NRS 288.150(1). Under NRS 288.150(2), the scope of mandatory bargaining includes the safety of the employee. NRS 288.150(2)(r). Under NRS 288.150(3), the employer is not required to bargain on “[t]he right to determine [a]ppropriate staffing levels and work performance standards, except for safety considerations,” and the “[s]afety of the public.” NRS 288.150(3)(c)(1) and NRS 288.150(3)(d).

In order to show bad faith, “a complainant must present ‘substantial evidence of fraud, deceitful action or dishonest conduct.’” *Juvenile Justice Supr. Ass’n v. County of Clark*, p.5, Case No. 2017-20, Item No. 834 (EMRB, Dec 13, 2018) (Citations omitted). Adamant insistence on a bargaining position or “hard bargaining” is not enough to show bad faith bargaining. *Reno Municipal Employees Ass’n v. City of Reno*, Item No. 93 (EMRB, Jan. 11, 1980); *City of Reno v. Reno Police Protective Ass’n*, Case No. A1-046096, Item No. 790 (EMRB, Nov. 27, 2013) (bad faith bargaining does not turn on a single isolated incident; but rather the Board looks at the totality of conduct throughout

1 negotiations to determine whether a party's conduct at the bargaining table evidences a real
2 desire to come into agreement), citing *Int'l Brotherhood of Electrical Workers, Local 1245*
3 *v. City of Fallon*, Case No. A1-045485, Item No. 269 (EMRB, July 25, 1991).
4 Furthermore, as noted in *Washoe County School District v. Washoe School Principals*
5 *Association*, Consolidated Case Nos. 2023-024 and 2023-031, Item No. 895 (EMRB,
6 March 29, 2024), evidence of bad faith may include delays or extended periods of
7 unavailability for bargaining and refusal to meet.

8 In *Truckee Meadows v. IAFF 2487*, the Nevada Supreme Court stated that the
9 Parties are not required to reach an agreement during collective bargaining negotiations; it
10 only requires that the parties bargain in good faith. In quoting *Lorain City Sch. Dist. Bd.*
11 *of Educ. v. State Employment Relations Bd.*, 40 Ohio St.3d 257, 533 N.E.2d 264 (1988),
12 the Nevada Supreme Court reiterated that “[r]equiring [parties] to bargain does not require
13 that an agreement be reached. It does, however, provide a process whereby employees will
14 be consulted about decisions which have profound impact on them and thus, industrial
15 peace will be preserved and promoted.” *Truckee Meadows Fire Prot. Dist. v. Int'l Ass'n of*
16 *Fire Fighters*, Local 2487, 109 Nev. 367, 376–77, 849 P.2d 343, 350 (1993).

17 It is undisputed that Pahrump has changed substantially within the last 40 years and
18 that the drive between Pahrump and Las Vegas is a long drive. It is also undisputed that
19 the drive between Pahrump and Las Vegas could be dangerous. It is also undisputed that
20 the general job is risky and can be dangerous. Both parties argued over the specifics that
21 constitute an emergent and non-emergent IFT; however, there is insufficient evidence to
22 solidify the same. Accordingly, the Board is not going to make any findings or
23 determinations as to what constitutes an emergent and non-emergent IFT.

24 In testimony, IAFF 4068 stated that they did not have an issue with running
25 emergency IFTs; however, emergent IFTs coupled with non-emergent IFTs were taking a
26 toll on the member's health. Here, IAFF 4068 presented substantial evidence that late night
27 IFTs caused a safety concern for the employees because the employees are seeking over-
28 the-counter medication and substances and prescription drugs to stay awake when

1 conducting an IFT. IAFF 4068 further testified that ceasing and/or limiting IFTs in the
2 middle of the night had a positive impact on the members' health and morale.

3 It is undisputed that IAFF 4068 sought to impact bargain regarding IFTs on
4 numerous occasions claiming an employee safety issue and thought they had an agreement
5 with the Employer in the form of an email MOU. While the MOU was not signed, this
6 Board does not have sufficient evidence or jurisdiction to determine the validity of the
7 MOU. Moreover, whether the MOU was valid was not relevant in this Board's decision.
8 What was relevant to the Board was the number of attempts IAFF4068 asked the Employer
9 to impact bargain, which included a request from IAFF 4068's counsel. Employer's delay
10 and non-responsiveness to the request is evidence of bad faith and a failure to bargain.
11 While Employer had no ill intent to prolong such a negotiations, the lack of responsive is
12 inexcusable to the Board.

13 While the Employer argued that IFTs are a management right under the NRS
14 288.150(3) and the CBA, the Employer failed to provide sufficient evidence to show how
15 this does not fall as a safety exception under both the statute and the CBA. As such,
16 because of the delay, the Board finds that Pahrump committed a prohibited practice under
17 NRS 288.270.

18 **IV. CONCLUSIONS OF LAW**

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

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

23 3. IAFF 4068 presented sufficient evidence that late night IFTs presented an
24 employee safety issue pursuant to NRS 288.150(2)(r).

25 4. Employer failed to provide sufficient evidence that late night IFTs were
26 exclusively a management right not subject to the safety exception under NRS
27 288.150(3)(c).

28 ///

5. Sufficient evidence was presented to show that Employer failed to bargain pursuant NRS 288.270(2)(b) when they refused and failed to respond to IAFF's request to bargain employee safety concerns. As such, Employer committed a prohibited practice under NRS 288.260 by failing to impact bargain.

6. There was insufficient evidence presented to determine what constitutes emergent and non-emergent IFTs. Any Board determination of such at this time is outside of their jurisdiction and such determination is remanded to the Parties.

7. The validity of the MOU was not relevant in the Board's decision.

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.

Based on the facts and evidence presented during the hearing, **IT IS HEREBY ORDERED:**

1. That both parties are to return to the table to impact bargain the safety issues;
2. That IAFF 4068 will continue to run IFTs between the hours of 10:00 p.m. and 8:00 a.m. (2200 and 0800 hours) for emergency cases only during impact bargaining;
3. That both parties will post the findings of the Board on all bulletin boards at headquarters and all area commands; and
4. All other requested relief is hereby denied.

Dated this 21ST day of April, 2025.

GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

BY: Michael J. Smith
MICHAEL J. SMITH, Vice-Chair
Presiding Officer

BY: Sandra Masters
SANDRA MASTERS, Board Member

BY: Tammara M. Williams
TAMMARA M. WILLIAMS, Board Member