

FILED
March 31, 2026
State of Nevada
E.M.R.B.

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

CLARK COUNTY,

Petitioner,

v.

CLARK COUNTY DEFENDERS UNION; CLARK COUNTY PROSECUTORS ASSOCIATION; SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107 (NON-SUPERVISORY); SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107 (SUPERVISORY); INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908 (NON-SUPERVISORY); INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908 (SUPERVISORY); JUVENILE JUSTICE PROBATION OFFICERS ASSOCIATION; JUVENILE JUSTICE SUPERVISORS ASSOCIATION; CLARK COUNTY LAW ENFORCEMENT ASSOCIATION, FOP LODGE #11; DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION

Respondents.

Case No. 2025-015

NOTICE OF ENTRY OF ORDER

EN BANC

ITEM NO. 911

TO: Petitioner Clark County and its attorneys, Mark J. Ricciardi, Esq., Allison Kheel, Esq. and Fisher & Phillips LLP;

TO: Respondent Clark County Defenders' Union and Clark County District Attorney Investigators Association and their attorneys, Adam Levine, Esq. and the Law Office of Daniel Marks;

TO: Respondent NSEU Local 1107 and its attorneys Evan L. James, Esq. and Dylan J. Lawter, Esq., and Christensen James & Martin, Chtd.;

TO: Respondent Clark County Prosecutors Association and its attorneys Nathan Ring, Esq., Paul Cotsonis, Esq. and Reese Ring Velto, PLLC;

TO: Respondent Clark County Law Enforcement Association, FOP Lodge #11 and its attorneys Nicholas M. Wieczorek, Esq., William D. Schuller, Esq. and Clark Hill PLC.

1 TO: Respondents International Association of Fire Fighters, Local 1908 (Non-Supervisory);
2 International Association of Fire Fighters, Local 1908 (Supervisory);

3 TO: Respondents Juvenile Justice Probation Officers Association; and

4 TO: Respondents Juvenile Justice Supervisors Association.
5

6 PLEASE TAKE NOTICE that the **ORDER ON CLARK COUNTY'S PETITION FOR**
7 **DECLARATORY RELIEF** was entered in the above-entitled matter on March 31, 2026.

8 A copy of said order is attached hereto.

9 DATED this 31st day of March 2026.

10 GOVERNMENT EMPLOYEE-
11 MANAGEMENT RELATIONS BOARD

12 BY Kelley Valadez
13 KELLY VALADEZ
14 Executive Assistant
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4 **CERTIFICATE OF MAILING**

5 I hereby certify that I am an employee of the Government Employee-Management Relations
6 Board, and that on the 31st day of March 2026, I served a copy of the foregoing **NOTICE OF ENTRY**
7 **OF ORDER** by mailing a copy thereof, postage prepaid to:

8 Mark J. Ricciardi, Esq.
9 Allison L. Kheel, Esq.
10 Fisher & Phillips LLP
11 300 S. Fourth Street.
12 Suite 1500
13 Las Vegas, NV 89101

Law Office of Daniel Marks
Daniel Marks, Esq.
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16 Nicholas M. Wieczorek, Esq.
17 William D. Schuller, Esq.
18 Clark Hill PLC
19 1700 S. Pavilion Center Drive, Suite 500
20 Las Vegas, NV 89135

IAFF, Local 1908
Patrick Rafter, President
Kyle Zinovitch, Secretary
6200 W. Charleston Blvd.
Las Vegas, NV 89146

20 Juvenile Justice Probation Officers Association
21 Kevin Eppenger, President
22 145 Panama St., #10
23 Henderson, NV 89146

Juvenile Justice Supervisors Association
Tina Bender Kohl, President
145 Panama St., #10
Henderson, NV 89146

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27 KELLY VALADEZ
28 Executive Assistant

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STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
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CLARK COUNTY,

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CLARK COUNTY DEFENDERS UNION; CLARK COUNTY PROSECUTORS ASSOCIATION; SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107 (NON-SUPERVISORY); SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107 (SUPERVISORY); INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908 (NON-SUPERVISORY); INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908 (SUPERVISORY); JUVENILE JUSTICE PROBATION OFFICERS ASSOCIATION; JUVENILE JUSTICE SUPERVISORS ASSOCIATION; CLARK COUNTY LAW ENFORCEMENT ASSOCIATION, FOP LODGE #11; DISTRICT ATTORNEY INVESTIGATORS ASSOCIATION

Respondents.

Case No. 2025-015

**ORDER ON CLARK COUNTY'S
PETITION FOR DECLARATORY
RELIEF**

EN BANC

ITEM NO. 911

21 On January 22, 2026, a hearing was held on this matter before the State of Nevada, Government
22 Employee-Management Relations Board (the "Board")¹ pursuant to the provisions of the Government
23 Employee-Management Relations Act ("EMRA"), NRS Chapter 233B, and NAC Chapter 288.

24 **I. BACKGROUND**

25 Pursuant to NAC 288.380, Clark County filed a Petition for Declaratory Order ("Petition")
26 regarding whether pay parity provisions are subject to mandatory bargaining or permissive bargaining
27 on July 23, 2025. On October 16, 2025, after the Commissioner declared the matter was a case of

28 ¹ Vice Chair Michael Urban recused himself from the hearing and deliberation on the Petition.

1 statewide significance under NAC 288.2715(5), the Board set this matter for hearing. The Commissioner
2 issued a written Commissioner's Notice of a Case of Statewide Significance on October 21, 2025.
3 Pursuant to the Commissioner's finding, the Board directed the Commissioner to solicit *amicus* briefs
4 for the matter. *Amicus* briefs were submitted by numerous parties and considered by the Board during
5 its deliberations.

6 The Parties to the proceeding are as follows:

- 7 • Petitioners
 - 8 ○ Clark County
- 9 • Respondents
 - 10 ○ Clark County Prosecutors Association
 - 11 ○ Clark County Defenders Union
 - 12 ○ Service Employees International Union, Local 1107 (Non-Supervisory)
 - 13 ○ Service Employees International Union, Local 1107 (Supervisory)
 - 14 ○ International Association Of Fire Fighters, Local 1908 (Non-Supervisory)
 - 15 ○ International Association Of Fire Fighters, Local 1908 (Supervisory)
 - 16 ○ Juvenile Justice Probation Officers Association
 - 17 ○ Juvenile Justice Supervisors Association
 - 18 ○ Clark County Law Enforcement Association, FOP Lodge #11
 - 19 ○ District Attorney Investigators Association
- 20 • Amicus Curiae
 - 21 ○ Clark County Water Reclamation District
 - 22 ○ Fraternal Order of Police Nevada, C.O., Lodge 21
 - 23 ○ Nevada Police Union
 - 24 ○ Las Vegas Police Managers and Supervisors Association
 - 25 ○ Nye County Employees Association
 - 26 ○ Las Vegas Peace Officers Association
 - 27 ○ Police Officers Association of the Clark County School District
 - 28 ○ International Association of Firefighters Local 4068
 - City of Sparks
 - Las Vegas Valley Water District
 - Nye County
 - Nye County School District
 - City of Las Vegas
 - Washoe County
 - University Medical Center of Southern Nevada
 - City of Henderson

Present for the hearing on the Petition were the following:

- Allison Kheel and Mark Ricciardi
 - Clark County
- Adam Levine
 - Clark County Defenders Union
 - District Attorney Investigators Association

- Fraternal Order of Police Nevada, C.O., Lodge 21
- Nevada Police Union
- Las Vegas Police Managers and Supervisors Association
- Nye County Employees Association
- Las Vegas Peace Officers Association
- Police Officers Association of the Clark County School District
- International Association of Firefighters Local 4068
- Dylan Lawter
 - Service Employees International Union, Local 1107 (Non-Supervisory)
 - Service Employees International Union, Local 1107 (Supervisory)
- Paul Cotsonis
 - Clark County Prosecutors Association
- William Schuller
 - Clark County Law Enforcement Association, FOP Lodge #11

II. RELEVANT FACTS AND PARTY ARGUMENTS

1. On July 23, 2025, Clark County (“County” or “Petitioner”) filed the present Petition seeking a declaratory ruling that “pay parity” provisions—also referred to in these proceedings as “Me Too” clauses—are either prohibited subjects of bargaining or, at most, permissive subjects under Nevada law.

2. The County’s request also asked the Board to clarify the legal status of such provisions in light of existing precedent.

3. The Petition arises out of a negotiation impasse between the County and the Clark County Defender’s Union (“CCDU”).

4. After rejecting the County’s proposal, CCDU requested that the dispute proceed to binding arbitration.

5. During that process, CCDU sought to advance a pay parity proposal that would tie its members’ compensation to the Clark County Prosecutors Association (“CCPA”).

6. The County objected to the inclusion of this proposal, asserting that it was not a proper subject for mandatory bargaining or fact-finding.

7. In the Petition, the County contends that pay parity is either a prohibited subject of bargaining or, at most, a permissive subject because it effectively allows one union to negotiate on behalf of another.

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1 8. The County also asserts that CCDU’s insistence on taking a pay parity proposal to binding
2 fact-finding constitutes bad faith bargaining and a prohibited practice.

3 9. According to the County, parity provisions shift bargaining responsibilities between
4 separate units, alter bargaining power, and create the risk of conflicting contractual obligations.

5 10. In addition, the County requested that the Board revisit its prior decision in *Clark County*
6 *Teachers Association v. Clark County School District*, EMRB Item No. 131 (July 12, 1982) (“Item 131”)
7 to allegedly align with subsequent decisions from the Board.

8 11. In Item 131, the Board held that parties are not prohibited from agreeing to parity
9 provisions but did not determine whether parity is a mandatory or permissive subject of bargaining.

10 12. On August 14, 2025, the Nevada Service Employees Union, Local 1107 (“SEIU”), filed
11 a response opposing the Petition.

12 13. SEIU argued that NRS 288.150 expressly identifies “salary and wage rates” as mandatory
13 subjects of bargaining and that pay parity directly determines wage rates.

14 14. Accordingly, SEIU contends that pay parity is a mandatory subject of bargaining.

15 15. SEIU also criticized the County’s position as inconsistent, asserting that the County itself
16 relies on third-party comparators when setting wages.

17 16. SEIU further argued that the Board lacks authority to assess the fairness or feasibility of
18 bargaining proposals, as those issues are reserved for fact-finding.

19 17. On August 27, 2025, the Clark County Prosecutors Association (“CCPA”) filed a limited
20 joinder supporting the County.

21 18. CCPA argued that a pay parity provision would improperly burden it with negotiating
22 wages that affect employees it does not represent, thereby infringing on its exclusive authority under
23 NRS 288.150.

24 19. CCPA emphasized that each bargaining unit is distinct, with its own priorities and
25 bargaining history, and that parity provisions would create logistical and financial complications.

26 20. However, CCPA did not argue that parity should be a prohibited subject, focusing instead
27 on its incompatibility with mandatory bargaining.

28 ///

1 21. On September 5, 2025, CCDU and the District Attorney Investigators Association
2 (“DAIA”) filed a joint answer opposing the Petition.

3 22. They argued that the Petition was filed as a delay tactic to postpone fact-finding
4 proceedings.

5 23. They further asserted that the Board has already recognized that parity agreements are not
6 prohibited under Nevada law and cited examples of other unions—including the International
7 Association of Firefighters (“IAFF”) and the Las Vegas Metropolitan Police Department (“LVMPD”)—
8 that allegedly have parity provisions in their agreements.

9 24. CCDU and DAIA also argued the Petition is untimely because the County failed to raise
10 formal objections to pay parity during negotiations.

11 25. The County filed replies on September 19, 2025, and October 3, 2025, reiterating its
12 arguments.

13 26. The County emphasized that parity provisions improperly shift bargaining responsibility
14 and interfere with the statutory requirement that each bargaining unit negotiate independently.

15 27. It also rejected SEIU’s comparison to third-party benchmarks, distinguishing them as
16 objective measures rather than negotiated outcomes because benchmarks rely on objective external data,
17 whereas parity clauses incorporate the negotiated outcomes of other unions.

18 28. The County further argued that its Petition was timely because no statute of limitations
19 applies to requests for declaratory rulings.

20 29. In these filings, the County also distinguished pay parity from wage differentials, asserting
21 that wage differentials operate within a single chain of command to prevent salary compression, whereas
22 parity provisions extend across separate bargaining units.

23 30. The County additionally argued that if pay parity were deemed a mandatory subject of
24 bargaining, different arbitrators could impose conflicting awards, placing the County in an untenable
25 financial position.

26 31. It also requested that the Board disregard SEIU’s allegations of bad faith bargaining as
27 irrelevant to the legal question presented.

28 32. On October 14, 2025, the Clark County Law Enforcement Association, FOP Lodge #11

1 (“CCLEA”), filed a joinder aligning with SEIU, CCDU, and DAIA in opposition to the Petition.

2 33. On October 16, 2025, the Commissioner designated the matter as one of statewide
3 significance pursuant to NAC 288.2715(5) and set the matter for hearing.

4 34. A formal notice was issued on October 21, 2025, inviting amicus briefs.

5 35. On November 26, 2025, the Clark County Water Reclamation District (“CCWRD”) filed
6 an amicus brief supporting the County and urging the Board to overturn Item 131 or, alternatively, to
7 classify parity provisions as permissive subjects of bargaining.

8 36. CCWRD echoed the County’s arguments that parity clauses undermine exclusive
9 representation and effectively require unions to bargain on behalf of others not present at the table.
10 However, unlike the County, CCWRD requests the Board find general parity clauses – regardless if the
11 clause is related to pay – be found a prohibited subject or, at most, permissive.

12 37. Several public employers—including the Las Vegas Valley Water District, the City of
13 Sparks, the City of Henderson, Nye County School District, Nye County, Washoe County, and University
14 Medical Center (collectively, “Amici Employers”)—joined in this position via joinder.

15 38. Conversely, a coalition of unions—FOP Lodge 21, the Nevada Police Union, the Las
16 Vegas Managers and Supervisors Association, the Nye County Employees Association, the Las Vegas
17 Peace Officers Association, the Police Officers Association of the Clark County School District, and
18 IAFF Local 4068 (collectively, “Amici Unions”)—filed a joint amicus brief opposing the Petition.

19 39. The Amici Unions argued that there is no basis to overturn Item 131 and that legislative
20 inaction over the past four decades reflects approval of the Board’s interpretation.

21 40. They also argued that any distinction between “wage differentials” and “pay parity” is
22 illusory, asserting that both concepts function similarly in practice.

23 41. On January 16, 2026, CCDU supplemented its answer, informing the Board that two fact-
24 finding proceedings between CCDU and the County had already occurred and that both arbitrators
25 accepted CCDU’s pay parity proposals.

26 42. At the hearing, the parties presented competing interpretations of pay parity.

27 43. The County maintained that pay parity provisions set compensation across bargaining
28 units, while wage differentials operate within a single hierarchical structure.

1 44. CCPA argued that mandatory pay parity provisions would “saddle” it with responsibility
2 for negotiating wages affecting CCDU and creating structural and logistical issues; however, it still did
3 not oppose classification of parity as a permissive subject.

4 45. CCDU argued there is no basis to overturn Item 131 and maintained that pay parity is a
5 mandatory subject because it directly affects wages and salary, which are expressly included in NRS
6 288.150.

7 46. CCDU also outlined history of the fact-finding procedures between the County and
8 CCDU, which allegedly led to the Petition.

9 47. CCDU also argued that parity does not fit within the definition of permissive subjects
10 under NRS 288.150(3). The County disputed CCDU’s interpretation of this definition as inaccurate.

11 48. SEIU similarly emphasized statutory language and legislative intent, arguing that “forms
12 of direct monetary compensation” encompass pay parity and that excluding it would undermine the
13 statutory framework.

14 49. During the hearing, the County offered a hypothetical example—stating that “Taylor
15 Swift is going to set their salary schedules”—to illustrate the potentially broad reach of parity clauses.
16 Although the parties acknowledged such an example was unlikely, they did not dispute that parity clauses
17 could be based on agreements in other jurisdictions or sectors.

18 50. The Board questioned the parties extensively.

19 51. While there was a dispute as to the history of any attempts to joint bargain, the parties
20 agreed that they did not intend or attempt any measure to joint bargain.

21 52. The Board also asked whether pay parity is “significantly related” to mandatory subjects
22 under Nevada law.

23 53. CCDU and SEIU argued that it directly determines wages, while the County maintained
24 that it is not enumerated in the statute and differs from objective wage-setting mechanisms. Specifically,
25 the County argued that pay parity provisions do not look at objective third party outlets, you are looking
26 at what another union has negotiated.

27 54. The parties disputed whether pay parity differs from wage differentials.

28 55. CCDU argued there is no meaningful distinction, while the County maintained that wage

1 differentials are designed to address compression within a chain of command and preserve incentives for
2 advancement.

3 56. The parties also failed to provide a consistent definition of “pay parity,” offering varying
4 descriptions and examples.

5 57. CCDU and SEIU argue that pay parity provisions would not be necessary at every
6 negotiation table; however, the County stated that they would have no choice but to consider pay parity
7 if it was a subject of mandatory bargaining.

8 58. Significant concerns arose regarding notice and participation.

9 59. The examples presented by the parties were tailored to negotiations with the County, such
10 as presenting negotiated agreements to a county commissioner’s meeting; however, such practices would
11 not be given to a union who is in a separate jurisdiction or if other public employers, in fact, have similar
12 practices. The Board also noted that these practices do not give the third-party union actual notice prior
13 to an agreement nor do they give such union actual notice and opportunity to present at any fact-finding
14 proceedings.

15 60. Testimony indicated that unions whose provision may be used may not receive notice or
16 an opportunity to participate in negotiations or fact-finding proceedings to protect their rights.

17 61. CCDU suggested that affected unions could attempt to participate indirectly, such as by
18 consulting with the employer or being called as witnesses but did not assert that formal notice was
19 required.

20 62. CCPA stated it was not notified of fact-finding proceedings involving CCDU despite the
21 potential impact on its members.

22 63. CCPA also did not consent to the use of its negotiated terms and objected to their
23 incorporation into CCDU’s proposals.

24 64. The Board expressed concern that parity provisions may result in a form of indirect or de
25 facto joint bargaining, where one union’s negotiations and resources benefit another without
26 participation.

27 65. The Board also noted that a union could be adversely affected by a parity clause without
28 having any formal role in the proceedings and questioned what legal recourse, if any, would be available

1 to such a union.

2 66. The County asserted that the only recourse for an affected union would be to file a
3 prohibited practice complaint, as it would lack standing in fact-finding proceedings.

4 67. The Board raised concerns that this could lead to a “snowball” effect of litigation.

5 68. CCPA argued that harm from parity provisions should be considered a per se violation
6 due to the inherent burden on bargaining, while CCDU argued that actual harm must be shown.

7 69. The Board also considered the economic implications of parity provisions.

8 70. It noted that employers must allocate limited resources across multiple bargaining units
9 and that parity provisions could require extending negotiated gains to other units that have not yet
10 bargained.

11 71. The Board expressed concern that mandatory parity could prolong impasse proceedings
12 and reduce flexibility in negotiations.

13 72. CCDU stated that impasse should not be prolonged because pay parity is a non-prohibited
14 subject and has been for the last 44 years. However, the parties could not provide specific examples of
15 pay parity in differing unions in any Nevada contracts during the hearing.

16 73. Finally, in response to the Board’s inquiry regarding “equal pay for equal work” as a
17 definition of parity, the County explained that parity provisions may extend beyond directly comparable
18 positions because each union’s job duties and relative value differ, and further noted that the requested
19 use of pay parity lacks clear limiting principles and does not account for concessions made by other
20 unions.

21 74. The County emphasized that parity language seeks to import terms from other agreements,
22 even where job duties differ, while CCDU argued that such provisions are constrained by reasonableness
23 and the bargaining process.

24 75. Throughout the proceedings, CCDU and the County constantly re-hashed the specifics of
25 their most recent negotiating process. While some of the information is relevant to these proceedings,
26 the Board emphasized that the issue before it is one of statutory interpretation—namely, whether pay
27 parity is a mandatory, permissive, or prohibited subject of bargaining—and not a review of prior fact-
28 finding determinations.

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III. DISCUSSION

NAC 288.380 provides that any employee organization or local government employer “may petition the Board for a declaratory order regarding the applicability or interpretation of any statutory provision or of any regulation or decision of the Board.” The purpose of a Petition for Declaratory Order is to address the applicability of a statutory provision or order or rule of the agency in particular circumstances. *City of Reno v. Reno Firefighters Local 731, International Association of Firefighters*, Case No. A1-046049, Item 777A at 3 (EMRB, March 16, 2012). This case involves the interpretation of the EMRA, which falls within this Board’s jurisdiction. *Clark County School Dist. v. Local Govt. Employee-Mgmt. Rel. Board*, 90 Nev. 442, 446 (1974).

In its Petition, the County was seeking the Board’s interpretation whether pay parity provisions are subject to mandatory bargaining under NRS Chapter 288, is a permissive subject, or a prohibited subject. Additionally, if pay parity provisions are not a subject of mandatory bargaining, the County requests that forcing pay parity provisions to fact-finding would constitute bad faith bargaining.

NRS 288.150(2), limits the scope of mandatory bargaining to 23 factors, including “[s]alary or wage rates or other forms of direct monetary compensation.” NRS 288.150(2)(a). Under NRS 288.150(3), subjects not within the scope of mandatory bargaining are typically deemed “permissive” bargaining subjects. NRS 288.150(3), also see *Nye County Support Staff Organization v. Nye County School District*, Item No. 479A (EMRB, February 9, 2001). It is undisputed that pay parity provisions are not explicitly listed as a mandatory subject. Generally, the Board then looks to see if pay parity provisions are “significantly related” to the subjects. However, because of the nature of pay parity clauses in negotiations, the issue before the Board is not necessarily to determine what type of subject does pay parity constitutes. Rather, the issue that was brought forth to this Board was an issue of representation.

NRS 288.170(1) states that a local government employer shall make the initial determination of which groups of employees form an appropriate bargaining unity. NRS 288.170(1), also see *Nye County Law Enforcement Ass’n v. Nye County*, EMRB Item No. 805 (June 22, 2015). This subsection requires a local government employer to inform its decision by first consulting with the existing bargaining agents. *Id.* In the scenarios presented to this Board, the existing bargaining agents are those designated under NRS 288.150(1). See NRS 288.150(1)(“... [E]very local government employer shall negotiate in good

1 faith ... with the *designated* representatives of the recognized employee organization, if any, for each
2 appropriate bargaining unit among its employees.”). The purpose and intent of the statute is to protect
3 the unions from inherent conflicts of interest. *Water Employees Ass’n v. Board of Directors, Las Vegas*
4 *Valley Water District*, EMRB Item No. 204 at *4 (March 16, 1988). Accordingly, the Board finds found
5 that Chapter NRS 288 does not allow members of a union to negotiate on behalf of a separate union. *Id.*,
6 also see *In Re: The Southern Nevada Regional Housing Authority and SEIU Local 1107*; EMRB Item
7 No. 795 (May 7, 2014).

8 While the designated representatives must be on separate negotiation teams, they are not
9 prohibited from having joint or simultaneous negotiating sessions. See *In Re: The Southern Nevada*
10 *Regional Housing Authority and SEIU Local 1107*; EMRB Item No. 795 (May 7, 2014). “Joint
11 negotiating sessions are an option that may, at times, enhance negotiations and allow for greater
12 efficiency in negotiations but nothing in the [EMRA] makes such joint sessions mandatory. Thus, one
13 party to the negotiations cannot require or insist upon joint sessions as a condition of negotiating.” *Id.* at
14 *2. Accordingly, before the parties are able to joint bargain, all parties subject to the negotiations must
15 consent the sessions. *Id.*

16 However, if a union has been recognized, the employer is obligated to bargain with only the
17 recognized union. *Clark County Education Association v. Clark County School District and Intervenor*
18 *Education Support Employees Ass’n*, EMRB Item No. 890 at *3 (January 24, 2024). Any attempt by the
19 employer to bargain with an employee of a recognized bargaining unit on behalf of an unrecognized or
20 separate bargaining unit would constitute a prohibited practice. See *Id.* at *3.

21 The Board has also consistently found that recognition of the appropriate bargaining must occur
22 before negotiations. In *Nye County Law Enforcement Association v. Nye County*, where NCLEA argued
23 that Nye County engaged in bad faith bargaining by refusing to remove juvenile police officers from a
24 bargaining unit, NCLEA argued that Nye County was required to negotiate the placement of the juvenile
25 officers with them because NRS 288.150(j) recognized employee classifications as a subject of
26 mandatory bargaining. *Nye County Law Enforcement Ass’n v. Nye County*, EMRB Item No. 805 at *4
27 (June 22, 2015). The Board in that case disagreed because the mandatory subjects of bargaining listed
28 in NRS 288.150(2) are separate provisions from the bargaining unit recognition process. *Id.* “The

1 mandatory subjects of bargaining do not undermine the local government employer's prerogative to
2 determine the scope of an appropriate bargaining unit under NRS 288.170(1).” Id. at *4-5; also see *Int'l*
3 *Ass'n of Firefighters, Local 1265 v. City of Sparks*, Item No. 136, EMRB Case No. AI-045362 (Aug. 21,
4 1982), *Local Gov't Employee-Mgmt. Relations Bd. v. Teamsters Local Union No. 14 of Int'l Bhd. Of*
5 *Teamsters, Chauffeurs, Warehousemen & Helpers of Am.*, 98 Nev. 94, 97,641 P.2d 478, 480 (1982).
6 Accordingly, an employer is obligated to identify the appropriate bargaining union before discussing the
7 mandatory subjects.

9 IV. FINDINGS OF FACT

10 1. The sections above are incorporated herein to the extent that there are findings of fact.

11 2. This matter does not involve the application of specific facts as is normally the case during
12 a contested hearing because this Petition merely involves an interpretation of the law by the Board for
13 the questions posed by Clark County.

14 3. While the parties appear to have ongoing concerns arising from prior fact-finding
15 procedures and their most recent negotiations, such matters are not pertinent to the present proceedings,
16 as the Board is not in a position to render a determination on those issues.

17 4. Additionally, any hypothetical statements about the hypothetical actions of either party in
18 future negotiation proceedings are purely speculative and are not persuasive or relevant in these
19 proceedings.

20 5. The Petition only specifically listed pay parity clauses of being the matter at issue and not
21 parity clauses in general as addressed in the Amici Unions' brief and joinders. Therefore, the Board shall
22 only address the issue of pay parity clauses and not parity clauses in general.

23 6. None of the parties could provide a consistent definition of “pay parity” outside of
24 providing examples of possible obtainments and applications. As such and based on the testimony given,
25 the Board defines “pay parity” as referencing in the collective agreement or at the bargaining table a
26 contract that is being negotiated where the contract makes direct references from another bargaining
27 agreement from the same employer.

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VI. ORDER

This Order constitutes the final findings of the Board on each question presented by Clark County.

DATED this 31st day of March, 2026.

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