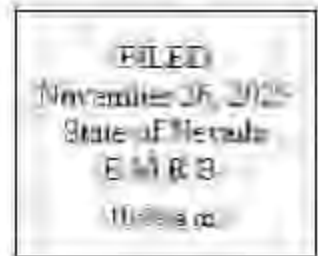


Clark County Water Reclamation District's
Amicus Brief in RE
Clark County's Petition for Declaratory Order



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8 **STATE OF NEVADA**

9 **EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10
11 CLARK COUNTY

12 Petitioner,

13 vs.

14 CLARK COUNTY DEFENDERS UNION;
15 CLARK COUNTY PROSECUTORS
ASSOCIATION; SERVICE EMPLOYEES
16 INTERNATIONAL UNION, LOCAL 1107
(NON-SUPERVISORY); SERVICE
17 EMPLOYEES INTERNATIONAL UNION,
LOCAL 1107 (SUPERVISORY);
18 INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1908 (NON-
19 SUPERVISORY); INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS,
20 LOCAL 1908 (SUPERVISORY); JUVENILE
JUSTICE PROBATION OFFICERS;
21 JUVENILE JUSTICE SUPERVISORS
ASSOCIATION; CLARK COUNTY LAW
22 ENFORCEMENT ASSOCIATION, FOP
LODGE #11; CLARK COUNTY DISTRICT
23 ATTORNEY INVESTIGATORS
ASSOCIATION

24 Respondents.
25

Case No.: 2025-015

**AMICUS BRIEF IN RE CLARK
COUNTY'S PETITION FOR
DECLARATORY ORDER**

26 Clark County Water Reclamation District ("District") submits this Amicus Brief pursuant
27 to the Employee-Management Relations Board's ("Board") October 21, 2025, Order which
28 designates this matter as one of statewide significance and invites the submission of amicus briefs.

1 This Amicus Brief is submitted in support of Clark County’s July 23, 2025 Petition for Declaratory
2 Order.

3 INTRODUCTION

4 Consistent with the approach taken by many other jurisdictions, and in compliance with
5 NRS 288, the Board should declare that parity clauses are unlawful and prohibited.

6 Parity clauses inherently cross bargaining unit lines and interfere with subsequent
7 negotiations by creating unwanted obligations for employee organizations or units that were not
8 present at the bargaining table when such agreements were made. Parity clauses can be a windfall
9 for the free-rider union that secures the parity agreement, and they impose a significant burden on
10 third-party unions that are unwillingly saddled with these obligations and forced to bargain not only
11 for their members but also for the free-rider union. Because of these burdens, numerous
12 jurisdictions have rightfully prohibited parity clauses.

13 Two provisions of Chapter 288 directly prohibit parity clause: NRS 288.150(1) and NRS
14 288.270(2)(a). However, when the Board addressed parity clauses back in 1982 (*see Clark County*
15 *Teachers Assoc. v Clark County School Dist.*, Item No. 131, EMRB Case No. A1-045354 (1982)
16 (“Item No. 131”)) it did not analyze these subsections. Instead, the Board erroneously relied on
17 inapplicable federal law and the innocuous fact that a few Nevada unions previously adopted
18 similar provisions.

19 As set forth below, the Board should overrule Item 131 and instead rely on the binding text
20 of Chapter 288 and the persuasive proper reasoning in sister jurisdictions, which conclusively
21 establish that parity clauses are unauthorized and must be deemed prohibited.

22 LEGAL ARGUMENTS

23 **I. Based on Controlling Law and Persuasive Precedent, the Board should Overturn** 24 **Item No. 131 and Prohibit Parity Clauses.**

25 There are multiple compelling reasons for the Board to overturn Item 131. In Item No. 131
26 the Board explored “the validity of parity agreements in Nevada” (*see* Item No. 131 a p. 1) and
27 wrongly concluded:
28

1 That the provisions of NRS 288.150 and NRS 288.270(1)(b) and (1)(e) do not
2 prohibit a local government employer from agreeing to a matching settlement or
3 parity agreement with employee organizations representing one or more bargaining
units of the local government employer.

4 Importantly, the Board's rationale did not devote any substantive analysis to the text of NRS
5 288.150. Nor did it make any reference regarding whether NRS 288.270(2)(a) or 288.270 (1)(a)
6 prohibited parity clauses. These binding and directly relevant laws cannot be ignored. The Board's
7 error in failing to address this authority is further highlighted upon review of the similar rationale
8 of other jurisdictions that have prohibited parity clauses.

9 In *Lewiston Firefighters Ass'n, Loc. 785, Int'l Ass'n of Firefighters, AFL-CIO v. City of*
10 *Lewiston*, 354 A.2d 154, 161 (Me. 1976), parity clauses were prohibited as violative of the principal
11 of exclusive representation because they erode the distinctions between bargaining units by
12 allowing one unit to bargain for the terms of another. Indeed, this is the very premise of NRS
13 288.150(1), which specifically imposes an obligation for a public employer to negotiate with the
14 "designated representatives . . . for each appropriate bargaining unit." Similarly, in *Loc. 1219, Int'l*
15 *Ass'n of Fire Fighters v. Connecticut Lab. Rels. Bd.*, 171 Conn. 342, 349, 370 A.2d 952, 956 (1976),
16 parity clauses were prohibited because they impose unwanted burdens on third-party unions that
17 have no say in the agreement but are forced to bargain terms that apply outside their unit. This
18 interference with the rights of another union is specifically prohibited by NRS 288.270(2)(a).

19 Item No. 131 pays no regard to the clear mandates of NRS 288 or the persuasive authority
20 from other jurisdictions relying on similar rationale. Instead, the Board superficially rationalized
21 the use of parity clauses in a circular manner, noting that similar provisions had been used before,
22 including in the private sector. Because the Board never truly analyzed the governing statutory text
23 or considered the compelling reasons other jurisdictions have prohibited parity clauses, it should
24 now do so and overturn Item No. 131.

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1 **II. The Board’s Rationale in Item No. 131 Fails Because Nevada Law Does Not**
2 **Authorize Third-Party Bargaining Over Parity Clauses.**

3 *A. Parity clauses cannot be a mandatory subject of bargaining because Nevada law*
4 *doesn’t authorize the use of parity clauses.*

5 Whether the use of parity clauses is appropriate depends on the authorizations set forth in
6 Nevada law. The analysis begins with the foundational principle that there is no common law right
7 to public sector collective bargaining. Rather, as confirmed by the Nevada Attorney General’s
8 office, collective bargaining in the public sector is unlawful except where specially authorized by
9 statute. *See* Op. Nev. Att’y Gen. 91-2 (April 3, 1991). Thus, the proper question is whether Chapter
10 288 authorizes parity clauses, not whether the text of Chapter 288 prohibits them. Chapter 288
11 does not authorize parity clauses, and therefore, parity clauses cannot be deemed a mandatory
12 subject of bargaining.

13 *B. Parity clauses are prohibited by the indispensable principle of exclusivity in*
14 *collective bargaining.*

15 A foundational principle of collective bargaining under NRS Chapter 288 is a requirement
16 that bargaining be “exclusive” to a bargaining unit. Specifically, NRS 288.150(1) provides that a
17 public employer “shall negotiate...with the designated representatives of the recognized employee
18 organization, if any, for each appropriate bargaining unit among its employees.” (emphasis added).
19 The subsection sets out three essential elements of a lawful negotiation: (1) that the negotiation be
20 particular to “each appropriate bargaining unit”; (2) that the negotiation occur with the “designated
21 representatives” of (3) the “recognized organization” for each particular unit. Together, these three
22 elements embody the principle of exclusive representation. Only the recognized organization for
23 each unit can negotiate, and it may do so only for its members. Parity clauses fail because they
24 conflict with at least two of these three elements of exclusivity.

25 Parity clauses cannot satisfy the first element because they set terms for multiple bargaining
26 units in a single negotiation. The example presented to the Board here would be a clause that ties
27 the wage rates of one bargaining unit, the County prosecutors, to those negotiated by a different
28 bargaining unit, the County public defenders. Such a negotiation by the County public defenders
29 is not one with “each appropriate bargaining unit” because it directly affects the negotiations of the

1 County prosecutors, thereby collapsing unit distinctions in violation of the first element of NRS
2 288.150(1). Parity clauses also fail the third element because the designated representatives of the
3 one unit (County prosecutors) cannot serve as representatives of the other (County defenders). This
4 Board has already confirmed that the separation of employees into distinct bargaining units means
5 that representatives of one unit cannot be authorized to negotiate the terms of employment for
6 another. *See Water Employees Assoc. v. Las Vegas Valley Water Dist.*, Item No. 204, EMRB Case
7 No, A1-045418 (1988) (adopting the reasoning stated in *City of Concord v. Pub. Emp. Lab. Rels.*
8 *Bd.*, 407 A.2d 363, 363 (N.H. 1979)).

9 By their very nature, parity clauses directly undermine the principle of exclusive
10 representation. They force one unit to carry the burden of bargaining not only for its own members
11 but for other units as well. As noted in *City of Jacksonville*, 7 FPER 12174 (Fl. Pub. Emp. Rel.
12 Comm. 1981), “[p]arity agreements are prohibited as illegal bargaining subjects or as unfair labor
13 practices in nearly every jurisdiction that has considered the matter.” In the *City of Jacksonville*,
14 the hearing master considered similar language in Florida law that likewise authorized bargaining
15 on behalf “of public employees within the bargaining unit” and noted that “[a] contractual provision
16 which triggers automatic pay raises upon the effective date of an ancillary contractual pay raise
17 voids the separation of bargaining units and causes the second group to “carry” the first group.” *Id.*
18 (emphasis added); *see also Bergen Cnty. Sheriff's Off. & Policemen's Benevolent Ass'n Loc. 49*,
19 No. A-1157-18T2, 2019 WL 7187446, at * (N.J. Super. Ct. App. Div. Dec. 26, 2019) (repeating
20 the point that “...a clause is an illegal parity clause if it automatically bestows benefits to one
21 bargaining unit based on future negotiations between the same employer and another bargaining
22 unit”). There being nearly identical requirements for exclusivity in Nevada, parity clauses must be
23 prohibited.

24 *C. The EMRA does not allow free-riding.*

25 Parity clauses are further prohibited because they result in the “free-riding” of one
26 bargaining unit on the negotiations of another bargaining unit. The Board addressed the “problem
27 of ‘free-riders’” in *Cone v. SEIU Local 1107*, Item No. 361-A, EMRB Case No. A1-045582, at p.
28 9 (1996). The *Cone* Board rejected the notion that Chapter 288 enabled free-riders, finding that

1 Chapter 288 does not confer a free-rider status on an employee. The *Cone* Board ultimately held
2 that the non-dues paying employees did not have a statutory right to cost-free representation. The
3 *Cone* Board’s decision was upheld by the Nevada Supreme Court. *See Cone v. SEIU Loc. 1107*,
4 116 Nev. 473, 998 P.2d 1178 (2000).

5 The free-riding employees in *Cone* are analogous to the free-riding unions who seek to reap
6 the benefit of a parity clause while leaving others to carry the burden. In *Cone* the Board considered
7 a challenge to SEIU Local 1107’s fee schedule for non-members. That schedule required
8 employees who chose not to pay union dues to pay a representation fee to cover the costs of union
9 services. The employees refused to pay dues but nevertheless demanded the union provide cost-
10 free representation to them. The Board framed “[t]he premise for the Complaint” in *Cone* as a
11 claim that “free riders are statutorily entitled to invoke union efforts on their particular behalf []
12 without assuming any of the costs associated with such efforts.” *Id.* (emphasis added).

13 The anti-free-rider principal in *Cone* applies equally here. Just as the employees in *Cone*
14 sought to benefit from union representation without bearing its costs, here a union (i.e. County
15 public defenders) invoking a parity clause seeks to benefit from another union’s (i.e. County
16 prosecutors) bargaining efforts without assuming the costs or trade-offs of those negotiations.
17 Parity clauses attempt to confer a free-rider status on unions by shifting the burden of negotiations
18 from one union to another. Bargaining involves trade-offs. One union may need to concede
19 something to secure another benefit. If a third-party union receives the same benefit without making
20 concessions of its own, it becomes a free-rider in the same way the employees in *Cone* attempted
21 to be. Free riding – including as the result of a parity clause – is simply not allowed. The rationale
22 of Item No. 131 is fatally flawed as inconsistent with the precedent of *Cone*.

23 *D. NRS 288.270(2)(a) prohibits parity clauses because they interfere with the*
24 *bargaining rights of third-party unions.*

25 Nevada law recognizes that parity clauses are illegal because they interfere with the
26 bargaining rights of third-party unions. NRS 288.270(2)(a) provides that it is a prohibited labor
27 practice for an employee organization to “[i]nterfere with, restrain or coerce any employee in the
28 exercise of any right guaranteed under this chapter.” Yet the Board’s Findings and Facts and

1 Conclusions of Law in Item No. 131 avoided any analysis under this provision or its counterpart in
2 subsection (1)(a). As noted above, and in the briefings submitted by Clark County and the Clark
3 County Prosecutors Association, a parity clause means that when a third-party union submits a
4 proposal, that proposal must be evaluated not only its own costs but also for the costs imposed on
5 the free-riding union. In this case, a prosecutor's wage proposal would need to be inflated to account
6 for the same benefit automatically extending to the County public defenders' unit as well. This
7 undermines the County prosecutors' ability to bargain meaningfully for its membership.

8 Persuasive case law from other jurisdictions only further confirms the prohibition of parity
9 clauses as resulting in "interference" with the negotiations of another bargaining unit. The
10 Connecticut Supreme Court's rationale in *Loc. 1219, Int'l Ass'n of Fire Fighters v. Connecticut*
11 *Lab. Rels. Bd.*, 171 Conn. 342, 350, 370 A.2d 952, 956–57 (1976) confronted this issue of
12 "interference" directly. There the court approved the Connecticut Board's reasoning that parity
13 clauses inevitably interfere with the bargaining rights of unions not party to the agreement:

14 What we find to be forbidden is an agreement between one group (e.g., firemen) and
15 the employer that will impose equality for the future upon another group (e.g.,
16 Policemen) that has had no part in making the agreement. We find that the inevitable
17 tendency of such an agreement is to interfere with, restrain and coerce the right of
18 the later group to have untrammelled bargaining. And this affects all the later
19 negotiations (within the scope of the parity clause) even though it may be hard or
impossible to trace by proof the effect of the parity clause upon any specific terms
of the later contract (just as in the case before us). The parity clause will seldom
surface in the later negotiations but it will surely be present in the minds of the
negotiators and have a restraining or coercive effect not always consciously realized.

20 *Id.* (emphasis added). The court further noted that Connecticut law, like Nevada law, requires that
21 employee groups be organized in to separate bargaining units and that:

22 The parity clause is between one group, [the firefighters], and the borough, and will
23 impose equality for the future upon another group, the police, which has had no part
24 in making the agreement. On this issue, the police union's right to bargain has been
25 completely taken from it. By voiding parity clauses in circumstances similar to those
found in the present case, the defendant board preserves the wall of separation
mandated by the statute. The defendant's action will also ensure that the units will
be allowed to tie themselves to a rule of equality only if each unit agrees with the
other that their interests are the same.

26 *Id.*

27 Numerous other jurisdictions have echoed this reasoning. See e.g. *Commc'ns Workers of*
28 *Am., AFL-CIO, v. State, Dep't of Treasury, Div. of Pensions & Benefits*, 421 N.J. Super. 75, 100,

22 A.3d 170, 184 (Law. Div. 2011) (surveying New Jersey law and stating that “the real problem with parity clauses is that they “interfere[] with the right to negotiate in good faith.”) (internal citation omitted); *Medford Sch. Comm.*, 3 MLC 1413, 1414 (1977) (Mass. Lab. Comm.) (reasoning that parity clauses “must be considered as unlawful, as they impair the ability of the exclusive representative to fulfill its obligations of bargaining on behalf of the employees it represents.”).

II. Even if Parity Clauses Are Not Prohibited, the Board Should Confirm that Parity Clauses Are Not Mandatory Subjects of Bargaining.

Even in the handful of jurisdictions that have not banned parity clauses outright, parity clauses remain problematic such that they are *certainly not* mandatory subjects of bargaining. For example, New York initially prohibited parity clauses, finding that they undermined meaningful collective bargaining rights. *See City of New York and Partolmen’s Benevolent Assoc.*, 10 PERB 3003 (N.Y. Pub. Emp. Rel. Bd. 1977) (stating “a “parity” clause effectively precludes the meaningful implementation of grant of negotiating rights to public employees and thus contravenes the statutory scheme. For these reasons, we conclude a “parity” clause to be a prohibited subject of negotiation.”). Later, while New York did not outright prohibit parity clauses, it refused to regard the clause as mandatory by allowing a non-consenting union the option to nullify a parity clause. *See Plainview School Dist and Plainview Congress of Teachers*, 17 PERB 3077 (1984). *See also, City of Albany*, 7 PERB 3079 (1974) (“we find that the demand for parity is not a mandatory subject of negotiations.”).

California has taken a similar approach. While parity agreements are not outright banned, California recognized that depending on the circumstances, such agreements may still be unlawful. *Banning Tchrs. Assn. v. Pub. Emp. Rels. Bd.*, 44 Cal. 3d 799, 809, 750 P.2d 313, 318 (1988) (holding parity agreements are not banned per se but that “...we nevertheless recognize that under different circumstances an employer might violate the EERA by entering into a parity agreement.”).

In recognizing parity provisions to be “permissive,” the Delaware Public Relations Board has articulated an important distinction between “parity provisions” and “wage provisions.” *See City of Wilmington v Fraternal Order of Police Lodge 1*, D.S. No. 02–10–369, at 2859, 2872 (Del. Pub. Employment Relations Bd. July 25, 2003). In *City of Wilmington*, the Delaware Board held

1 that wage provision are mandatory subjects of bargaining, but parity provisions are merely
2 permissible subjects of bargaining:

3 [W]ages and salaries are mandatory subjects of bargaining; parity provisions are an
4 option for resolving negotiations on wages or other issues. As such parity clauses
5 are permissible bargaining positions to the extent that they do not interfere with the
6 rights of employees not party to that agreement to engage in untrammelled
bargaining....A party can delete a permissive item from a successor agreement
simply by refusing to negotiate with respect to that item. Inclusion of a permissive
subject of bargaining in an agreement does not convert that issue to a mandatory
subject of bargaining in successive negotiations.

7 *Id.*

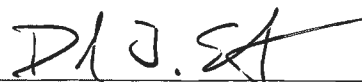
8 Thus, even if this Board does declare parity clauses authorized and prohibited, the point
9 remains that they adversely affect the rights of third-parties. The proper result is not to compel
10 negotiations but simply to follow *City of Wilmington* and treat them as permissive, non-mandatory
11 subjects of bargaining.

12 III. CONCLUSION

13
14 For the foregoing reasons, the Board should overrule Item No. 131 and declare parity
15 clauses unlawful under NRS 288. In the alternative, the Board should hold that parity clauses are a
16 permissive, not a mandatory, subject of bargaining, thereby preserving the integrity of negotiations
17 and protecting employee organizations from unwanted obligations.

18 DATED this 26th day of November, 2025.

19
20 CLARK COUNTY WATER RECLAMATION DISTRICT

21 

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**FOP Nevada C.O. Lodge 21, NPU Las Vegas Police Managers
and Supervisors Association, Nye County Employees
Association, LVPOA, POA of the CCSD, IAFF Local 4068's**
Amicus Brief in Support of CCDU and DAIA

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STATE OF NEVADA
EMPLOYEE-MANAGEMENT RELATIONS BOARD

In the Matter of CLARK COUNTY's,
Petition for Declaratory Order

CASE NO.: 2025-015

**AMICUS CURIAE BRIEF OF 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**

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INTEREST OF AMICI CURIAE

Fraternal Order of Police Nevada C.O., Lodge 21 represents approximately 1800 Category III peace officers in State Bargaining Units I (non-supervisory) and N (supervisory) employed by the Nevada Department of Corrections and Department of Health and Human Services.

Nevada Police Union represents approximately 671 Category I peace officers in State Bargaining Units G (non-supervisory) and L (supervisory) employed by multiple Departments of the State of Nevada and the Nevada System of Higher Education.

Las Vegas Police Managers and Supervisors Association represents approximately 550 Category I and III peace officer supervisors employed by the Las Vegas Metropolitan Police Department.

Nye County Employees Association represents approximately 250 civilians employed by Nye County.

Las Vegas Peace Officers Association represents approximately 200 Category III peace officers employed by the City of Las Vegas.

Police Officers Association of the Clark County School District represents approximately 180 Category I peace officers employed by the Clark County School District.

International Association of Firefighters Local 4068 represents approximately 42 firefighters, paramedics and EMTs employed by the Town of Pahrump.

POSITION OF AMICI CURIAE

Amici Curiae join in the positions of the Clark County Defenders Union (CCDU) and Clark County District Attorney Investigators Association (DAIA). There is no reason for the Board to revisit its decision in *Clark County Teachers Association v. Clark County School District*, Case No. A1-045354 Item No. 131 (1982). In the four decades since that decision, the Board's position permitting pay parity provisions has become the majority approach in other jurisdictions considering the issue.¹ During those four decades, NRS Chapter 288 has been amended multiple times, yet the legislature has never overruled *Clark County Teachers Association v. Clark County School District* through legislation. The law has long recognized that when the legislature has had ample opportunity to amend a statute or an administrative agency's reasonable interpretation of a statute but fails to do so, this acquiescence indicates that the interpretation aligns with legislative intent. *See, e.g., Gould v. Wise*, 18 Nev. 253, 3 P. 30 (1884); *Sierra Pac. Power Co. v. Dep't of Tax'n*, 96 Nev. 295, 298, 607 P.2d 1147, 1149 (1980).

Amici Las Vegas Police Managers and Supervisors Association ("PMSA") and Fraternal Order of Police Nevada C.O. Lodge 21 ("FOP Lodge 21") both have *current* pay parity provisions. In PMSA's case, since 2007, its Sergeant classification has been paid at a fixed percentage above that of a police/corrections officer classification represented by the Las Vegas Police Protective Association ("PPA"). Thus, when the PPA negotiates a COLA or other increase

¹ See *Mayor of Baltimore v. Baltimore City Firefighters IAFF Local 734*, 136 Md. App. 512, 766 A.2d 219 (2001); *Banning Teachers Association v. Public Employment Relations Board* 44 Cal. 3d 799, 750 P.2d 313, 244 Cal. Rptr. 671 (1988); *City of Schenectady v. City Fire Fighters Union*, 448 N.Y.S.2d 806, 85 App.Div.2d 116 (1982); *City of Detroit v. Killingsworth*, 48 Mich. App. 181, 210 N.W.2d 249 (1972); *Teamsters, Local 126 (Inland Steel)* (1969) 176 NLRB 417.

to the wage scale, the wage scale(s) for PMSA represented supervisors must increase in the same amount.²

Clark County, as one of the funding political subdivisions of Las Vegas Metropolitan Police Department, is part of the LVMPD management negotiation team and has long *agreed* to this type of pay parity provision. Clark County has also agreed to similar parity provisions with its firefighter bargaining units. Thus, the position taken by Clark County in its Motion for Declaratory Order is not only counter to Nevada precedence and clearly expressed legislative intent, but the position taken by *its own negotiating teams*.

In May of 2025, bargaining Unit N represented by Fraternal Order of Police Lodge 21 was awarded a pay parity provision by interest arbitrator Juan Carlos Gonzales where Corrections Sergeants and Forensic Specialist IVs will make 20% more than the Corrections Officer and Forensic Specialist IIIs. When the Corrections Officers and Forensic Specialist III's in Unit I negotiate an increase to their salary schedules, the Sergeants schedules will increase in the same amount, thus keeping the two bargaining units in parity.

In all of its interest arbitrations this year, the Executive Department of the State of Nevada ("the State") included a pay parity provision in its final offers under NRS 288.580(1). The State's final offers were that the bargaining units would receive the same raises that the legislature gives to non-represented employees in the Executive Branch, thus maintaining parity. The State's closing brief expressly cited to *Clark County Teachers Association v. Clark County School District, supra*, as authority for the propriety of its offer. Thus, Clark County is seeking to overturn

² Under the terms of the FY 2024 contract, for example, Sergeants in the PMSA bargaining unit are required to make 26.25% more than PPA members classified as Police Officer II.

a case that the Executive Department of the State of Nevada has recognized as good law and relied upon in interest arbitrations.

In an interest arbitration held on September 8, 2025, Clark County attempted to explain away its own use of parity clauses in police and firefighter contracts by claiming (for the first time) that they are not really parity clauses, but “differentials.” This purely semantical interpretation represents a distinction without a difference.

There is no functional or legal difference between the parity clause proposed by the Clark County Defenders Union, and the clauses approved by Clark County in contracts with police and firefighters. For example, the current PMSA contract requires that police sergeants make 26.25% more than Police Officer II positions in the PPA bargaining unit. If the PPA members get a COLA of 10%, then the PMSA members must also get a COLA of 10% to preserve parity. The *differential* between these two pay scales is therefore maintained at 26.25%. Similarly, under the CCDU parity clause, if Clark County Prosecutors Association members receive a 10% COLA, then CCDU members must also receive a 10% COLA. The differential between these two pay scales is therefore maintained at 0% which, according to the County, is fair and equitable given that prosecutors and defenders represent “two sides of the same coin.” (See transcript of hearing in Case No. 2024-014 11-6-2024 at pp 101-102, 272).

The County’s cavalier approach to *stare decisis* is not conducive to labor stability. Accordingly, the Fraternal Order of Police Nevada C.O., Lodge 21, Nevada Police Union, Las Vegas Police Managers and Supervisors Association, Nye County Employees Association, Police Officers Association of the Clark County School District, and International Association of Firefighters Local 4068, join with CCDU and CCDAIA in asking this Board to reject Clark

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County's attempt to overrule *Clark County Teachers Association v. Clark County School District*. The County's Motion should be denied.

DATED this 5th day of January 2026.

LAW OFFICE OF DANIEL MARKS

A handwritten signature in blue ink, appearing to read 'DM', is positioned above the contact information for Daniel Marks.

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City of Sparks' Joinder to
CCWRD's Amicus Brief In Support of
Clark County's Petition for Declaratory Order

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STATE OF NEVADA

EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY,

Case No.: 2025-015

Petitioner,

vs.

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

**CITY OF SPARKS' JOINDER
TO CLARK COUNTY WATER
RECLAMATION DISTRICT'S
AMICUS BRIEF IN SUPPORT
OF CLARK COUNTY'S
PETITION FOR
DECLARATORY ORDER**

Respondent.

The City of Sparks, by and through its undersigned counsel, hereby files this Joinder to the Amicus Brief of the Clark County Water Reclamation District ("CCWRD") filed on November 26, 2025 in Support of Clark County's Petition for Declaratory Order Clarifying that Pay Parity is Not a Mandatory Subject of Bargaining.

1 City of Sparks is a local government employer as defined by NRS Chapter 288
2 and has three (3) bargaining units. As described in the CCWRD's amicus brief, the
3 Employee Management Relations Board ("EMRB" or the "Board") should find that a
4 "Pay Parity" and/or "Me Too" provision is not a mandatory subject of bargaining under
5 NRS Chapter 288. To hold otherwise would interfere with the negotiations between
6 employee organizations and local government employers and would violate the principle
7 of exclusive representation. One bargaining unit/employee organization should not be
8 permitted to shift the obligation of negotiating on behalf of its members to another
9 bargaining unit/employee organization.

10 Therefore, City of Sparks joins the CCWRD's amicus brief, and urges the Board
11 to overrule Item No. 131 and declare parity clauses unlawful under NRS 288. Or in the
12 alternative, the Board should hold that parity clauses are a permissive, not a mandatory
13 subject of bargaining, thereby preserving the integrity of negotiations and protecting
14 employee organizations from unwanted obligations.

15 DATED this 3rd day of December, 2025.

16 **WESLEY K. DUNCAN**

Sparks City Attorney

17 By: /s/ Jessica L. Coberly

18 JESSICA L. COBERLY

Attorneys for Amicus Curiae

Joinder City of Sparks

CERTIFICATE OF SERVICE

I hereby certify that on the 3rd day of December, 2025, I filed by electronic means the foregoing **CITY OF SPARKS' JOINDER TO CLARK COUNTY WATER RECLAMATION DISTRICT'S AMICUS BRIEF IN SUPPORT OF CLARK COUNTY'S PETITION FOR DECLARATORY ORDER** as follows:

Employee-Management Relations Board
3300 W. Sahara Ave., Suite 260
Las Vegas, Nevada 89102
emrb@business.nv.gov

I also served one electronic copy of the foregoing, addressed to the following:

Mark J. Ricciardi, Esq.
Allison List Kheel, Esq.
FISHER & PHILLIPS LLP
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akheel@fisherphillips.com
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Kenneth Hawkes, President
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Adam Levine, Esq.
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and District Attorney Investigators Association*

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Nathan R. Ring, Esq.
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Attorneys for Respondent, Service Employees International Union, Local 1107

By: /s/ Nancy Ortiz
An employee of CITY OF SPARKS

Las Vegas Valley Water District's Joinder to
CCWRD's Amicus Brief In Support of
Clark County's Petition for Declaratory Order

LAS VEGAS VALLEY WATER DISTRICT

1001 South Valley View Boulevard

Las Vegas, Nevada 89153

(702) 258-3288

(702) 259-8218 - Facsimile

FILED
December 10, 2025
State of Nevada
E.M.R.B.
3:40 p.m.

1 Gregory J. Walch, Esq.
2 General Counsel
3 Nevada Bar No. 4780
4 James E. Smyth, Esq.
5 Nevada Bar No. 6506
6 Las Vegas Valley Water District
7 1001 South Valley View Blvd. MS #475
8 Las Vegas, Nevada 89153
9 (702) 258-3288 - telephone
10 (702) 259-8218 - facsimile
11 *Attorneys for Las Vegas Valley Water District*

STATE OF NEVADA

EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY,

Petitioner,

vs.

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

Respondent.

Case No.: 2025-015

LAS VEGAS VALLEY
WATER DISTRICT'S
JOINDER TO CLARK
COUNTY WATER
RECLAMATION DISTRICT'S
AMICUS BRIEF IN SUPPORT
OF CLARK COUNTY'S
PETITION FOR
DECLARATORY ORDER

24 The LAS VEGAS VALLEY WATER DISTRICT, by and through its undersigned
25 counsel, hereby files this Joinder to the Amicus Brief of the Clark County Water
26 Reclamation District ("CCWRD") filed on November 26, 2025 in Support of Clark
27
28

LAS VEGAS VALLEY WATER DISTRICT

1001 South Valley View Boulevard

Las Vegas, Nevada 89153

(702) 258-3288

(702) 259-8218 - Facsimile

1 County's Petition for Declaratory Order Clarifying that Pay Parity is Not a Mandatory
2 Subject of Bargaining.

3 LAS VEGAS VALLEY WATER DISTRICT is a local government employer as
4 defined by NRS Chapter 288, and has 3 bargaining units. The Employee Management
5 Relations Board ("EMRB" or the "Board") should find that a "Pay Parity" and/or "Me
6 Too" provision is not a mandatory subject of bargaining under NRS Chapter 288. To
7 hold otherwise would interfere with the negotiations between employee organizations and
8 local government employers, and would violate the principle of exclusive representation.
9 One bargaining unit/employee organization should not be permitted to shift the obligation
10 of negotiating on behalf of its members to another bargaining unit/employee organization.

11 Therefore, LAS VEGAS VALLEY WATER DISTRICT joins the CCWRD, and
12 the Board should overrule Item No. 131 and declare parity clauses unlawful under NRS
13 288. Or in the alternative, the Board should hold that parity clauses are a permissive, not
14 a mandatory subject of bargaining, thereby preserving the integrity of negotiations and
15 protecting employee organizations from unwanted obligations.

16 DATED this 10th day of December, 2025.

17 LAS VEGAS VALLEY WATER DISTRICT

18
19 By: /s/ Gregory J. Walch

20 Gregory J. Walch, Bar No. 4780

1001 South Valley View Blvd., MS #480

Las Vegas, Nevada 89153

21 Attorneys for Las Vegas Valley Water District
22
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CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of December, 2025, I filed by electronic means the foregoing **LAS VEGAS VALLEY WATER DISTRICT'S JOINDER TO CLARK COUNTY WATER RECLAMATION DISTRICT'S AMICUS BRIEF IN SUPPORT OF CLARK COUNTY'S PETITION FOR DECLARATORY ORDER** as follows:

Employee-Management Relations Board
3300 W. Sahara Ave., Suite 260
Las Vegas, Nevada 89102
emrb@business.nv.gov

I also served one electronic copy of the foregoing, addressed to the following:

Mark J. Ricciardi, Esq.
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LAS VEGAS VALLEY WATER DISTRICT

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2 Nathan R. Ring, Esq.
3 REESE RING VELTO, PLLC
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5 *Counsel for Respondent, Clark County Prosecutors*
6 *Association*

7 Evan L. James, Esq.
8 Daryl E. Martin, Esq.
9 Dylan J. Lawter, Esq.
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14 *Attorneys for Respondent, Service Employees International*
15 *Union, Local 1107*

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28
By: /s/ Daisy Hammersley
Employee of Las Vegas Valley Water District

Nye County's Joinder to CCWRD's Amicus Brief
In Support of Clark County's Petition for
Declaratory Order

FILED
December 18, 2025
State of Nevada
E.M.R.B.
11:59 a.m.

1 BRIAN T. KUNZI
DISTRICT ATTORNEY
2 State Bar No. 2173
UNSURE WHO IS HANDLING
3 DEPUTY DISTRICT ATTORNEY
State Bar No.
4 1520 East Basin Avenue, Suite 107
Pahrump, Nevada 89060
5 (775) 751-7080
Attorney for Respondent,
6 Nye County School District

7 STATE OF NEVADA

8 EMPLOYEE-MANAGEMENT RELATIONS BOARD

9 CLARK COUNTY,

10 Petitioner,

11 vs.

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

20 Respondent.
21

Case No.: 2025-015

**NYE COUNTY'S JOINDER TO
CLARK COUNTY WATER
RECLAMATION DISTRICT'S
AMICUS BRIEF IN SUPPORT OF
CLARK COUNTY'S PETITION
FOR DECLARATORY ORDER**

22 NYE COUNTY, by and through its undersigned legal counsel, hereby files this Joinder
23 to the Amicus Brief of the Clark County Water Reclamation District ("CCWRD") filed on
24 November 26, 2025 in Support of Clark County's Petition for Declaratory Order Clarifying that

1 Pay Parity is Not a Mandatory Subject of Bargaining.

2 NYE COUNTY is a local government employer as defined by NRS Chapter 288 and has
3 six (6) bargaining units. The Employee Management Relations Board ("EMRB" or the "Board")
4 should find that a "Pay Parity" and/or "Me Too" provision is not a mandatory subject of
5 bargaining under NRS Chapter 288. To hold otherwise would interfere with the negotiations
6 between employee organizations and local government employers, and would violate the
7 principle of exclusive representation. One bargaining unit/employee organization should not be
8 permitted to shift the obligation of negotiating on behalf of its members to another bargaining
9 unit/employee organization.

10 Therefore, NYE COUNTY joins the CCWRD Petition, and requests that the Board
11 should overrule Item No. 131 and declare parity clauses unlawful under NRS 288. Or in the
12 alternative, the Board should hold that parity clauses are a permissive, not a mandatory subject
13 of bargaining, thereby preserving the integrity of negotiations and protecting employee
14 organizations from unwanted obligations.

15 DATED this 15th day of December, 2025.

16 NYE COUNTY SCHOOL DISTRICT

17
18 By: 

Brian T. Kunzi
Nye County District Attorney
Counsel for NYE COUNTY SCHOOL
DISTRICT

NYE COUNTY DISTRICT ATTORNEY
P.O. BOX 39
PAHRUMP, NEVADA 89041
(775) 751-7080

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of December, 2025, I filed by electronic means the foregoing **NYE COUNTY'S JOINDER TO CLARK COUNTY WATER RECLAMATION DISTRICT'S AMICUS BRIEF IN SUPPORT OF CLARK COUNTY'S PETITION FOR DECLARATORY ORDER** as follows:

Employee-Management Relations Board
3300 W. Sahara Ave., Suite 260
Las Vegas, Nevada 89102
emrb@business.nv.gov

I also served one electronic copy of the foregoing, addressed to the following:

Mark J. Ricciardi, Esq.
Allison List Kheel, Esq.
FISHER & PHILLIPS LLP
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Adam Levine, Esq.
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*Attorneys for Respondent, Clark County Defenders Union and
District Attorney Investigators Association*

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REESE RING VELTO, PLLC
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*Attorneys for Respondent, Service Employees International Union,
Local 1107*

By: 
An employee of the Office of the
Nye County District Attorney

Nye County School District's Joinder to
CCWRD's Amicus Brief In Support of Clark
County's Petition for Declaratory Order

NYE COUNTY DISTRICT ATTORNEY
P.O. BOX 39
PAHRUMP, NEVADA 89041
(775) 751-7080

1 BRIAN T. KUNZI
DISTRICT ATTORNEY
2 State Bar No. 2173
1520 East Basin Avenue, Suite 107
3 Pahrump, Nevada 89060
(775) 751-7080
4 Attorney for Respondent,
Nye County School District
5

6 **STATE OF NEVADA**
7
8 **EMPLOYEE-MANAGEMENT RELATIONS BOARD**

8 CLARK COUNTY,
9
10 Petitioner,
11
12 vs.

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

19 Respondent.
20

Case No.: 2025-015

**NYE COUNTY SCHOOL
DISTRICT'S JOINDER TO
CLARK COUNTY WATER
RECLAMATION DISTRICT'S
AMICUS BRIEF IN SUPPORT OF
CLARK COUNTY'S PETITION
FOR DECLARATORY ORDER**

21 The NYE COUNTY SCHOOL DISTRICT, by and through its undersigned legal
22 counsel, hereby files this Joinder to the Amicus Brief of the Clark County Water Reclamation
23 District ("CCWRD") filed on November 26, 2025 in Support of Clark County's Petition for
24 Declaratory Order Clarifying that Pay Parity is Not a Mandatory Subject of Bargaining.


FILED
December 18, 2025
State of Nevada
E.M.R.B.
12:01 p.m.

1 The NYE COUNTY SCHOOL DISTRICT is a local government employer as defined by
2 NRS Chapter 288 and has THREE (3) bargaining units. The Employee Management Relations
3 Board ("EMRB" or the "Board") should find that a "Pay Parity" and/or "Me Too" provision is
4 not a mandatory subject of bargaining under NRS Chapter 288. To hold otherwise would
5 interfere with the negotiations between employee organizations and local government employers,
6 and would violate the principle of exclusive representation. One bargaining unit/employee
7 organization should not be permitted to shift the obligation of negotiating on behalf of its
8 members to another bargaining unit/employee organization.

9 Therefore, the NYE COUNTY SCHOOL DISTRICT joins the CCWRD Petition, and
10 requests that the Board should overrule Item No. 131 and declare parity clauses unlawful under
11 NRS 288. Or in the alternative, the Board should hold that parity clauses are a permissive, not a
12 mandatory subject of bargaining, thereby preserving the integrity of negotiations and protecting
13 employee organizations from unwanted obligations.

14 DATED this 18th day of December 2025.

15 NYE COUNTY SCHOOL DISTRICT

16
17 By: 
18 Brian T. Kunzi
19 Nye County District Attorney
20 Counsel for NYE COUNTY SCHOOL
21 DISTRICT
22
23
24

NYE COUNTY DISTRICT ATTORNEY
P.O. BOX 39
PAHRUMP, NEVADA 89041
(775) 751-7080

CERTIFICATE OF SERVICE

I hereby certify that on the 16th day of December, 2025, I filed by electronic means the foregoing **NYE COUNTY SCHOOL DISTRICT'S JOINDER TO CLARK COUNTY WATER RECLAMATION DISTRICT'S AMICUS BRIEF IN SUPPORT OF CLARK COUNTY'S PETITION FOR DECLARATORY ORDER** as follows:

Employee-Management Relations Board
3300 W. Sahara Ave., Suite 260
Las Vegas, Nevada 89102
emrb@business.nv.gov

I also served one electronic copy of the foregoing, addressed to the following:

Mark J. Ricciardi, Esq.
Allison List Kheel, Esq.
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6 Daryl E. Martin, Esq.
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12 *Attorneys for Respondent, Service Employees International Union,*
13 *Local 1107*

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24
By: 
An employee of the Office of the
Nye County District Attorney

City of Las Vegas' Joinder to
CCWRD's Amicus Brief In Support of Clark
County's Petition for Declaratory Order

FILED
January 5, 2026
State of Nevada
E.M.R.B.
3:18 p.m.

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Nevada Bar No. 3707
By: NECHOLE GARCIA
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Nevada Bar No. 12746
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Email: ngarcia@lasvegasnevada.gov
Attorneys for CITY OF LAS VEGAS

STATE OF NEVADA

EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY,

Petitioner,

vs.

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
(NONSUPERVISORY); 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

**CITY OF LAS VEGAS' JOINDER TO CLARK COUNTY WATER
RECLAMATION DISTRICT'S AMICUS BRIEF IN SUPPORT OF
CLARK COUNTY'S PETITION FOR DECLARATORY ORDER**

CITY OF LAS VEGAS, through its attorneys of record, JEFFRY M. DOROCAC, City
Attorney, by MORGAN DAVIS, Senior Assistant City Attorney, and NECHOLE GARCIA, Chief

1 Deputy City Attorney, hereby joins in Clark County Water Reclamation District's Amicus Brief
2 in Support of Clark County's Petition for Declaratory Order Clarifying that Pay Parity is Not a
3 Mandatory Subject of Bargaining, filed on November 26, 2025.

4 DATED this 5th day of January, 2026.

5 JEFFRY M. DOROCK
6 City Attorney

7 By: /s/ Nechole Garcia
8 MORGAN DAVIS
9 Senior Assistant City Attorney
10 Nevada Bar No. 3707
11 NECHOLE GARCIA
12 Chief Deputy City Attorney
13 Nevada Bar No. 12746
14 495 South Main Street, Sixth Floor
15 Las Vegas, NV 89101
16 Attorneys for CITY OF LAS VEGAS
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28

CERTIFICATE OF SERVICE

I hereby certify that on January 5, 2026, I filed and served a true and correct copy of the foregoing CITY OF LAS VEGAS' JOINDER TO CLARK COUNTY WATER RECLAMATION DISTRICT'S AMICUS BRIEF IN SUPPORT OF CLARK COUNTY'S PETITION FOR DECLARATORY ORDER by electronic means upon the following:

Employee-Management Relations Board
3300 West Sahara Avenue, #260
Las Vegas, NV 89102
emrb@business.nv.gov

Mark J. Ricciardi, Esq.
Allison List Kheel, Esq.
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Patrick Rafter, President
International Association of Fire Fighters,
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Attorneys for Amicus Curiae CITY OF SPARKS

/s/ Cindy Kelly

AN EMPLOYEE OF THE CITY OF LAS VEGAS

Washoe County's Joinder to
CCWRD's Amicus Brief In Support of Clark
County's Petition for Declaratory Order

FILED
January 8, 2026
State of Nevada
E.M.R.B.
2:17 p.m.

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Deputy District Attorney
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BRANDON R. PRICE
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Bar Number: 11686
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clehman@da.washoecounty.gov
6 brprice@da.washoecounty.gov
ATTORNEYS FOR WASHOE COUNTY

7 STATE OF NEVADA

8 EMPLOYEE-MANAGEMENT RELATIONS BOARD
9

10 CLARK COUNTY,

11 Petitioner,

12 vs.

13 CLARK COUNTY DEFENDERS UNION;
CLARK COUNTY PROSECUTORS
14 ASSOCIATION; SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1107
15 (NON-SUPERVISORY); SERVICE
EMPLOYEES INTERNATIONAL UNION,
16 LOCAL 1107 (SUPERVISORY);
INTERNATIONAL ASSOCIATION OF FIRE
17 FIGHTERS, LOCAL 1908 (NON-
SUPERVISORY); INTERNATIONAL
18 ASSOCIATION OF FIRE FIGHTERS, LOCAL
1908 (SUPERVISORY); JUVENILE JUSTICE
19 PROBATION OFFICERS ASSOCIATION;
JUVENILE JUSTICE SUPERVISORS
20 ASSOCIATION; CLARK COUNTY LAW
ENFORCEMENT ASSOCIATION, FOP LODGE
21 #11; DISTRICT ATTORNEY
INVESTIGATORS ASSOCIATION

22 Respondent.
23

Case No.: 2025-015

**WASHOE COUNTY'S JOINDER
TO CLARK COUNTY WATER
RECLAMATION DISTRICT'S
AMICUS BRIEF IN SUPPORT OF
CLARK COUNTY'S PETITION
FOR DECLARATORY ORDER**

24 Washoe County, by and through its undersigned counsel, hereby files this Joinder to the
25 Amicus Brief of the Clark County Water Reclamation District ("CCWRD") filed on November

26 //

1 26, 2025 in Support of Clark County's Petition for Declaratory Order Clarifying that Pay Parity
2 is Not a Mandatory Subject of Bargaining.

3 Washoe County is a local government employer as defined by NRS Chapter 288, and has
4 seven (7) bargaining units. The Employee Management Relations Board ("EMRB" or the
5 "Board") should find that a "Pay Parity" and/or "Me Too" provision is not a mandatory subject of
6 bargaining under NRS Chapter 288. To hold otherwise would interfere with the negotiations
7 between employee organizations and local government employers, and would violate the principle
8 of exclusive representation. One bargaining unit/employee organization should not be permitted
9 to shift the obligation of negotiating on behalf of its members to another bargaining unit/employee
10 organization.

11 Therefore, Washoe County joins the CCWRD, and the Board should overrule Item No. 131
12 and declare parity clauses unlawful under NRS 288. Or in the alternative, the Board should hold
13 that parity clauses are a permissive, not a mandatory subject of bargaining, thereby preserving the
14 integrity of negotiations and protecting employee organizations from unwanted obligations.

15 DATED this 8th day of January, 2026.

16 CHRISTOPHER J. HICKS
17 Washoe County District Attorney

18 By /s/ CHARLES W. LEHMAN

19 CHARLES W. LEHMAN
20 Deputy District Attorney

21 NV Bar No. 12994

22 BRANDON R. PRICE

23 Deputy District Attorney

24 Bar Number: 11686

25 One South Sierra Street

26 Reno, NV 89501

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ATTORNEYS FOR WASHOE COUNTY

CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of January, 2026, I filed by electronic means the foregoing **WASHOE COUNTY'S JOINDER TO CLARK COUNTY WATER RECLAMATION DISTRICT'S AMICUS BRIEF IN SUPPORT OF CLARK COUNTY'S PETITION FOR DECLARATORY ORDER** as follows:

Employee-Management Relations Board
3300 W. Sahara Ave., Suite 260
Las Vegas, Nevada 89102
emrb@business.nv.gov

I also served one electronic copy of the foregoing, addressed to the following:

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*Attorneys for Respondent, Clark County Defenders Union and
District Attorney Investigators Association*

//

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4 *Counsel for Respondent, Clark County Prosecutors Association*

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6 Daryl E. Martin, Esq.
7 Dylan J. Lawter, Esq.
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10 dem@cjmlv.com
11 djl@cjmlv.com
12 *Attorneys for Respondent, Service Employees International Union,*
13 *Local 1107*

14 By: /s/ S. Haldeman
15 An employee of the Washoe County District
16 Attorney's Office
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UMC of Southern Nevada's Joinder to
CCWRD's Amicus Brief In Support of
Clark County's Petition for Declaratory Order

FILED
January 8, 2026
State of Nevada
E.M.R.B.
2:32 p.m.

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA
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*Attorney for University Medical Center
of Southern Nevada*

STATE OF NEVADA

EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY,

Petitioner,

vs.

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

Respondent.

Case No.: 2025-015

**UNIVERSITY MEDICAL
CENTER OF SOUTHERN
NEVADA'S JOINDER TO CLARK
COUNTY WATER
RECLAMATION DISTRICT'S
AMICUS BRIEF IN SUPPORT OF
CLARK COUNTY'S PETITION
FOR DECLARATORY ORDER**

University Medical Center of Southern Nevada ("UMC"), by and through its attorney of
record, JAMES J. CONWAY, ESQ., hereby files this Joinder to the Amicus Brief of the Clark
County Water Reclamation District ("CCWRD") filed on November 26, 2025, in Support of Clark

1 County's Petition for Declaratory Order Clarifying that Pay Parity is Not a Mandatory Subject of
2 Bargaining.

3 UMC is a local government employer as defined by NRS Chapter 288, and has two (2)
4 bargaining units with which it collectively bargains. The Employee Management Relations Board
5 ("EMRB" or the "Board") should find that a "Pay Parity" and/or "Me Too" provision is not a
6 mandatory subject of bargaining under NRS Chapter 288. To hold otherwise would interfere with
7 the negotiations between employee organizations and local government employers, and would
8 violate the principle of exclusive representation. One bargaining unit/employee organization
9 should not be permitted to shift the obligation of negotiating on behalf of its members to another
10 bargaining unit/employee organization.
11

12 Therefore, UMC hereby joins the CCWRD, and respectfully requests that the Board should
13 overrule Item No. 131 and declare parity clauses unlawful under NRS 288. Or in the alternative,
14 the Board should hold that parity clauses are a permissive, not a mandatory, subject of bargaining,
15 thereby preserving the integrity of negotiations and protecting employee organizations from
16 unwanted obligations.
17

18 DATED this 8th day of January, 2026.

19 **UNIVERSITY MEDICAL CENTER OF**
20 **SOUTHERN NEVADA**

21 By: /s/ James Conway
22 James J. Conway, Esq.
23 Nevada Bar No. 11789
24 1800 W. Charleston Blvd
25 Las Vegas, Nevada 89102
26 *Attorney for University Medical Center of*
27 *Southern Nevada*
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19 *Attorneys for Clark County Water Reclamation District*

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By /s/ James Conway
An Employee of UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

City of Henderson's Joinder to
Clark County Water Reclamation District's
Amicus Brief In Support of
Clark County's Peitition for Declaratory Order

FILED
January 21, 2026
State of Nevada
E.M.R.B.
11:57 a.m.

NICHOLAS G. VASKOV
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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

CLARK COUNTY,

Petitioner,

vs.

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.

EMRB Case No.: 2025-015

**CITY OF HENDERSON'S JOINDER TO
CLARK COUNTY WATER
RECLAMATION DISTRICT'S AMICUS
BRIEF IN SUPPORT OF CLARK
COUNTY'S PETITION FOR
DECLARATORY ORDER**

The City of Henderson, by and through its undersigned, Assistant City Attorney
Kristina Gimore, Esq., hereby files this Joinder to the Amicus Brief of the Clark County Water
Reclamation District ("CCWRD") filed on November 26, 2025 in Support of Clark County's

1 Petition for Declaratory Order Clarifying that Pay Parity is Not a Mandatory Subject of
2 Bargaining.

3 The City of Henderson is a local government employer as defined by NRS Chapter
4 288, and has six (6) bargaining units. The Employee Management Relations Board ("EMRB"
5 or the "Board") should find that a "Pay Parity" and/or "Me Too" provision is not a mandatory
6 subject of bargaining under NRS Chapter 288. To hold otherwise would interfere with the
7 negotiations between employee organizations and local government employers, and would
8 violate the principle of exclusive representation. One bargaining unit/employee organization
9 should not be permitted to shift the obligation of negotiating on behalf of its members to
10 another bargaining unit/employee organization.

11 Therefore, the City of Henderson joins the CCWRD, and the Board should overrule
12 Item No. 131 and declare parity clauses unlawful under NRS 288. Or in the alternative, the
13 Board should hold that parity clauses are a permissive, not a mandatory subject of bargaining,
14 thereby preserving the integrity of negotiations and protecting employee organizations from
15 unwanted obligations.

16 Dated this 21st day of January 2026.

17
18
19 CITY OF HENDERSON

20
21 /s/ Kristina Gilmore
22 KRISTINA GILMORE
23 Assistant City Attorney
24 Nevada Bar No. 011564
25 240 Water Street, MSC 144
26 Henderson, NV 89015

27 Attorney for City of Henderson
28

CERTIFICATE OF SERVICE

I hereby certify that on the 21st day of January, 2026, I filed by electronic means the foregoing **CITY OF HENDERSON'S JOINDER TO CLARK COUNTY WATER RECLAMATION DISTRICT'S AMICUS BRIEF IN SUPPORT OF CLARK COUNTY'S PETITION FOR DECLARATORY ORDER** as follows:

Employee-Management Relations Board
3300 W. Sahara Ave., Suite 260
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emrb@business.nv.gov

I also served one electronic copy of the foregoing, addressed to the following:

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/s/ Laura Kopanski
Employee of the Henderson City Attorney's Office