

FILED
March 19, 2025
State of Nevada
E.M.R.B
11:15 a.m.

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS LOCAL 4068,

Complainant,

v.

TOWN OF PAHRUMP,

Respondent.

Case No. 2024-033

AMENDED NOTICE OF HEARING

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

TO: Respondent, by and through its attorneys, Richard Campbell, Esq. and Robertson, Johnson, Miller & Williamson.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE pursuant to NRS 233B.121(2), that the Government Employee-Management Relations Board (“Board”) will conduct a hearing in the above-captioned matter:

Panel

This case has been assigned to Panel B. The Presiding Officer shall be Vice-Chair Michael J. Smith. The other panel members are Board Member Sandra Masters and Board Member Tammara Williams.

Dates and Times of Hearing

Tuesday, April 1, 2025, at 8:30 a.m.; continuing Wednesday, April 2, 2025, at 8:30 a.m., if necessary.

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1 **Location of Hearing**

2 The hearing will be held in the Tahoe Conference Room, which is located on the fourth floor of
3 the Nevada State Business Center, 3300 W. Sahara Avenue, Las Vegas, NV 89102. The hearing will
4 also be held virtually using TEAMS. The attorneys of record, witnesses, court reporter, one or more of
5 the panel members, the Commissioner and the Deputy Attorney General assigned to the agency will be
6 present in-person. The remaining panel members will be present via TEAMS. Preliminary motions will
7 be heard at the beginning of the hearing. The Panel may deliberate and take possible action on this case
8 after the hearing has concluded.

9
10 **Details Regarding Events Prior to the Hearing**

11 1. The parties shall submit four (4) sets of tagged joint exhibits to be received by the
12 EMRB, 3300 W. Sahara Avenue, Suite 490, Las Vegas, Nevada 89102, no later than one week prior to
13 the start of the hearing, to enable the office staff to distribute the exhibits to the panel members in time
14 for the hearing. Please note that the number of sets of exhibits to be received by the EMRB is in
15 addition to any sets of exhibits that may be used by the attorneys of record. Each attorney shall also be
16 responsible for having a set of exhibits at the designated location for its witnesses.

17 2. For ease of reference, please numerically bate-stamp all exhibit pages with a designation
18 for each party submitting the exhibit (e.g. LOCAL4068 0001).

19 3. The parties will also need to submit an electronic version of the exhibits, along with a
20 table of contents of the exhibits, no later than one week prior to the start of the hearing. Please do not
21 combine the exhibits into one document but save each exhibit as its own pdf file. Arrangements for the
22 means of transmittal shall be made with the Board Secretary.

23 4. Unless otherwise excused by the Chair for good cause, all subpoena requests must be
24 submitted to the EMRB no later than one week prior to the hearing.

25
26 **Details of Hearing**

27 1. The legal authority and jurisdiction for this hearing are based upon NRS 288.110, NRS
28 288.280 and the Nevada Administrative Code, Chapter 288.

1 2. The time allotted for the hearing shall be eight (8) hours for the Complainant and eight
2 (8) hours for the Respondent, including cross-examination.

3 3. The Complainant shall be responsible for retaining a certified court reporter to take
4 verbatim notes of the proceedings. Pursuant to NAC 288.370, the cost of reporting shall be shared
5 equally by the parties. The Board shall be furnished with an electronic copy of the transcript so taken.
6 If the court reporter is not attending in person but will be present online, Complainant shall work with
7 the court reporter to ensure that the court reporter will also be able to use Teams.

8
9 **Statement of Issues Involved**

10 Based upon the prehearing statements filed in this matter, and pursuant to NRS 233B.121(2)(d),
11 the issues to be addressed at the hearing are identified as follows:

12 **Complainant's Statement of Issues**

13 1. Whether Respondent violated NRS 288.270(1)(a) and (e) by refusing to impact bargain its
14 decision to stop interfacility transports after certain hours, and /or by misleading and IAFF
15 Local 4068 into believing that there was an agreement which would have otherwise been
16 acceptable to IAFF Local 4068 so as to satisfy Local 4068's demand to bargain.

17 **Respondent's Statement of Issues**

18 1. Whether collective bargaining is required under the Collective Bargaining Agreement ("CBA"
19 between the parties or, whether this issue regarding times for IFT's from Pahrump to Clark
20 County is within Article 3 of the CBA and not within the scope of collective bargaining as a
21 management right.
22 2. Specifically, is the elimination of late night and early morning IFTs to Clark County a
23 management prerogative related to the content of the workday including limitation of workload
24 factors or is it a safety consideration subject to mandatory bargaining.

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1 This Amended Notice of Hearing will further serve as notice to all parties herein that, upon
2 conclusion of the hearing or as otherwise necessary to deliberate toward a decision on the complaint,
3 the Board may move to go into closed session pursuant to NRS 288.220(5).

4 DATED this 19th day of March 2025.

5
6 GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

7
8 BY 
9 MARISU ROMUALDEZ ABELLAR
Commissioner


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1 **CERTIFICATE OF MAILING**

2 I hereby certify that I am an employee of the Government Employee-Management Relations
3 Board, and that on the 20th day of March 2025, I served a copy of the foregoing **AMENDED NOTICE**
4 **OF HEARING** by mailing a copy thereof, postage prepaid to:

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

10 Robertson, Johnson, Miller & Williamson
11 Richard G. Campbell, Esq.
12 50 W. Liberty Street
13 Suite 600
14 Reno, NV 89501

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KELLY VALADEZ
Executive Assistant

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6 *Attorneys for International Association
Of Firefighters Local 4068*

FILED
September 24, 2024
State of Nevada
E.M.R.B.
3:49 p.m.

8 STATE OF NEVADA
9 GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

10 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 4068,
11
Complainant,
12 v.
13 TOWN OF PAHRUMP,
14
Respondent

Case No.: 2024-033

**PROHIBITED PRACTICES
COMPLAINT**

15
16 Complainant, International Association of Firefighters Local 4068 (“Local 4068”) by and
17 through undersigned counsel Adam Levine, Esq. complains and alleges as follows:

18 1. Local 4068 is an employee organization within the meaning of NRS Chapter 288 and the
19 exclusive bargaining representative of all supervisory, nonsupervisory, and emergency full-time
20 support personnel engaged in Fire Operations (Suppression, prevention, Rescue, and HAZ Mat) and
21 Emergency Medical Services for the Town of Pahrump Valley Fire-Rescue Services (“PVFR”).

22 2. Respondent, Town of Pahrump (“the Town”) is a local government employer within the
23 meaning of NRS Chapter 288.

1 3. Safety of the employee is a subject of mandatory collective bargaining pursuant to NRS
2 288.150(2)(r).

3 4. The impact and effects of subcontracting or outsourcing bargaining unit work is a
4 subject of mandatory negotiations under *County of Washoe v. Washoe County Employees Association*,
5 Case No. A1-045365 Item No. 159 (1984).

6 5. Local 4068 employees run transports from Desert View Regional Medical Center
7 (“Desert View”) in Pahrump to hospitals in Las Vegas (“interfacility transports”). The limited staffing
8 in the Local 4068 bargaining unit and the growing number of interfacility transports being initiated at
9 late hours was creating a safety hazards whereby Local 4068 employees were being required to run too
10 many late-night interfacility transports while fatigued and without adequate rest.

11 6. This safety hazard was brought to the attention of PVFR management by Local 4068.

12 7. On or around June 11, 2023 PVFR announced that it was going to stop PVFR transports
13 from 8:00 PM. until 8:00 AM.

14 8. Local 4068’s President inquired of the Town Manager as to how long this change would
15 remain in effect. The Town Manager responded that the Chief of PVFS and the Town “anticipate this
16 will be a long-term change” and did not foresee them “rolling back the decision”.

17 9. On or about June 12, 2023 PVFR management sent a clarifying e-mail stating that
18 “PVFR transports are from 8:00 a.m. until 10:00 p.m. or 22:00”. Local 4068 was in agreement with this
19 change insofar as it meant no interfacility transports would be required after 10:00 PM.

20 10. Stopping interfacility transports after 10:00 PM meant that bargaining unit work would
21 be subject to being outsourced to a private company to run such transports after 10:00 PM.

22 11. On June 12, 2023 Local 4068’s President requested that the change be put in writing.
23
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1 12. On June 13, 2023 PVFR Chief Scott Lewis sent the President of Local 4068 an email
2 indicating that any “page out” from Desert Review prior to 22:00 hours will be handled by Local 4068
3 even if the transport would be initiated after 10:00 PM.

4 13. Because Local 4068 crews could be on fire or other calls while “page outs” from Desert
5 View could be stacking up, this change by Chief Lewis meant that interfacility transports might be run
6 well after 10:00 PM and into the late hours implicating safety concerns. As a result of the safety
7 concerns, as well as the outsourcing of bargaining unit work for transports after 10:00 PM, Local 4068
8 demanded to impact bargain on the subject.

9 14. On June 15, 2023 Town Manager Timothy Sutton sent an email to the President of Local
10 4068 stating that the limitations on PVFR transports was “supposed to be a benefit for the crews” and
11 questioning why Local 4068 wants to impact bargain on the subject.

12 15. Local 4068’s President responded that he was looking for a short Memorandum of
13 Understanding (MOU) on the subject.

14 16. On July 3, 2023 Town Manager Sutton responded that the proposed language was clear,
15 and that the Town did not believe there needed to be an MOU addressing when transports would be run
16 or what work could be outsourced, and that email(s) had adequately documented Local 4068’s position.

17 17. From July 2023 until approximately January of 2024 Local 4068 employees were not
18 required to run transports after 10:00 PM on anything other than an occasional emergency basis. This
19 led Local 4068 to believe it had an agreement with PVFR limiting interfacility transports to no later
20 than 10:00 PM

21 18. However, beginning in or about January 2024 PVFR began having Local 4068
22 employees run interfacility transports after 10:00 PM on a frequent basis. Local 4068 filed a grievance
23 over a violation of the agreement which it believed it had with the Town.

1 19. In February 2024 PVFR Fire Chief Lewis responded to the grievance repudiating the
2 existence of any agreement between the Town and Local 4068 on the subject.

3 20. Based upon the claim of the Town that there was no actual agreement on the subject of
4 interfacility transports, and any attendant outsourcing a bargaining unit work in connection therewith,
5 on April 5, 2024 Local 4068 renewed its demand to impact bargain over the subject.

6 21. Despite Local 4068 demanding dates to meet and impact bargain over the subject, the
7 Town has failed and/or refuse to bargain on the subject.

8 22. The actions of the Town as set forth above constitutes a failure to bargain in good faith
9 in violation of NRS 288.270(1)(a) and (e).

10 WHEREFORE, Local 4068 requests the following relief from the Board:

11 1. Issue findings that one or more prohibited practices were committed by the Town of
12 Pahrump;

13 2. Issue an Order compelling the Town to bargain with Local 4068 on the safety
14 implications of late-night interfacility transports and the issue of any effects or impacts that
15 outsourcing bargaining unit work may have;

16 3. Issue an Order requiring the Town to cease requiring Local 4068 to run interfacility
17 transports after 10:00 PM until such time as effects/impact bargaining is completed;

18 4. Issuc an Order requiring the Town to post on the bulletin boards in all headquarters
19 buildings and all area commands the findings of the prohibited practice(s) and appropriate statements
20 that the Town will not interfere, restrain or coerce any employees in the exercise of any rights
21 guaranteed under Chapter 288, and that the Town will bargain in good faith;

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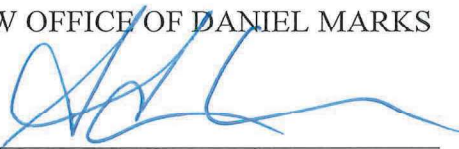
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5. Issue an order for costs and ward attorney’s fees in favor of Local 4068;

6. And Order such other and further relief as the Board deems necessary under the broad remedial powers conferred pursuant to NRS 288.110(2).

DATED the 24th day of September, 2024.

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FILED
December 2, 2024
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7 STATE OF NEVADA
8 GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

9 INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 4068,

Case No. 2024-033

10 Complainant,

11 v.

PRE HEARING STATEMENT

12 TOWN OF PAHRUMP,

13 Respondent.

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15
16 COMES NOW the Complainant INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
17 LOCAL 4068 (hereafter "Local 4068"), by and through undersigned counsel, Adam Levine, Esq., of
18 the Law Office of Daniel Marks, and hereby submits pursuant to NAC 288.250 its Pre-Hearing
19 Statement.

20 **I. STATEMENT OF THE ISSUES OF FACT AND LAWS TO BE DETERMINED BY**
21 **THE BOARD.**

22 The issues of law and fact to be determined by the Board are whether Respondent violated NRS
23 288.270(1)(a) and (e) by refusing to impact bargain its decision to stop interfacility transports after
24 certain hours, and/or by misleading and IAFF Local 4068 into believing that there was an agreement

1 which would have otherwise been acceptable to IAFF Local 4068 so as to satisfy Local 4068's demand
2 to bargain.

3 **II. POINTS AND AUTHORITIES.**

4 IAFF Local 4068 personnel have historically transported patients by ambulance from Desert
5 View Regional Medical Center ("Desert View") to hospitals in Las Vegas when Desert View could not
6 provide the care needed. When the Town of Pahrump ("the Town") reached an agreement with Desert
7 View to eliminate transports after certain hours, communicated by the Town to Local 4068 to be 10:00
8 PM), by necessity this meant that bargaining unit work would be outsourced to the private sector to run
9 such late-night transports.

10 The right to make such a decision is a management right belonging to the Town. However, the
11 obligation of the employer to bargain over what are management rights decisions which nevertheless
12 have an impact or effect on subjects of mandatory bargaining, or those significantly related thereto, is
13 well-established under the law.

14 In *County of Washoe v. Washoe County Employees' Association*, Case No. A1-045365 Item
15 159 (March 8, 1984) Washoe County filed a complaint against the Washoe County Employees'
16 Association ("WCEA") because the WCEA insisted on negotiating to the point of impasse over the
17 impact of subcontracting of work. The Board dismissed the County's complaint holding that:

18 We agree with the position of the parties that a decision by an employer whether or not
19 to subcontract is within the exclusive province and prerogative of the employer, and, as
20 such, is not a mandatory subject of negotiation, within the provisions of NRS
288.150(2).

21 However, once the decision to subcontract is made by the employer, the impact or that
22 decision on employees is, in our view, a proper subject of mandatory negotiation under
provisions of NRS 288.150(2).

23 Item No. 159 at p. 5).

1 In *International Association of Fire Fighters, Local 2423 vs. City of Elko*, Case No. A1-
2 045377 (March 19, 1984) the Board reiterated its holding from *County of Washoe v. Washoe County*
3 *Employees' Association* that the “impact and effect of subcontracting is a subject of mandatory
4 bargaining” citing cases from New York and Pennsylvania. *International Association of Fire Fighters,*
5 *Local 2423* at p. 2.

6 The Town’s decision to run late night transports has always impacted the mandatory subject of
7 “Safety of the employee” within the meaning of NRS 288.150(2)(r) given the inadequate staffing
8 levels of Local 4068. It further impacts (g) “Total hours of work required of an employee on each
9 workday or workweek”, and potentially (a) “Salary or wage rates or other forms of direct monetary
10 compensation.”

11 When the Town communicated to Local 4068 that it was going to stop interfacility transports
12 from 8:00 PM to 8:00 AM, Local 4068 was in agreement and did not see the need to demand
13 bargaining as the reduced transport hours ameliorated the long-standing safety concerns asserted by
14 Local 4068. When the Town “clarified” that it meant that transport would only occur between 8:00
15 AM and 10:00 PM, this was again acceptable to Local 4068, even if slightly less desirable/safe than
16 the previously articulated times of 8:00 PM to 8:00 AM that such transports would not be run.

17 When the Town announced on June 13, 2023 that calls coming in before 10:00 PM would still
18 be run by IAFF Local 4068 personnel, even if they would take place well into the late night/early
19 morning hours due to Local 4068 personnel being previously deployed in connection with fires or
20 other calls, this sufficiently impacted employee safety such that Local 4068 asserted its right to impact
21 bargain.

22 Thereafter, there were a series of communications between the Town Manager and the
23 President Local 4068 wherein the Town questioned why Local 4068 wished to bargain.
24 Notwithstanding the June 13, 2023 statement from the Town suggesting that interfacility transports

1 may be required during the late night and early mornings, such transports were not in fact required
2 except on a very rare emergency basis.

3 However, that changed in January 2024 when the Town begin utilizing Local 4068 to run such
4 transports after 10:00 PM on a frequent basis. This caused Local 4068 filed a grievance for breach of
5 the agreement that such transports would not be required. At that point, the Town repudiated the
6 existence of any such agreement causing Local 4068 to reassert its demand to impact bargain on the
7 subject. The Town refused to bargain.

8 **III. LIST OF WITNESSES.**

- 9 1. Town of Pahrump Fire Chief Scott Lewis. Chief Lewis is knowledgeable regarding the
10 times at which interfacility transports had been required to be run by Local 4068
11 personnel, and the various communications made to Local 4068 on the subject.
- 12 2. Former Town of Pahrump Manager Timothy Sutton. Former Town Manager Sutton is
13 knowledgeable regarding communications with Local 4068 on the subject of
14 interfacility transports and the demand to bargain.
- 15 3. Former Local 4068 President Justin Snow. Former President Snow is knowledgeable
16 regarding the changes to interfacility transports, and communications with Chief Lewis,
17 Former County Manager Sutton, and the demand to bargain.
- 18 4. Current Local 4068 President Matt Smith. President Smith is knowledgeable regarding
19 the changes to interfacility transports, and communications with Chief Lewis, Former
20 County Manager Sutton, and the demand to bargain.
- 21 5. Local 4068 Secretary-Treasurer Raymond Delucchi. Secretary-Treasurer Delucchi is
22 knowledgeable regarding the changes to interfacility transports, and communications
23 with Chief Lewis, Former County Manager Sutton, and the demand to bargain.

24 Local 4068 reserves the right to supplement its witness list.

1 **IV. ESTIMATION OF TIME.**

2 Complainant estimate that one (1) full day (8 hours) will be needed to present Complainant's
3 case in chief.

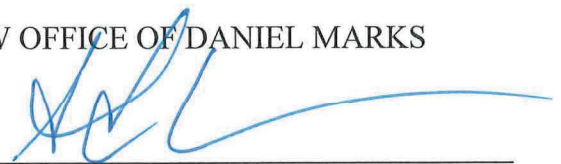
4 **V. STATEMENT PURSUANT TO NAC 280.250(c) AND OTHER MATTERS.**

5 There are no pending or anticipated administrative, judicial or other proceedings relating to the
6 subject matter of the hearing. While the grievance was filed over what Local 4068 believed to be a
7 violation of an agreement reached with the Town, the Town repudiated the existence of any such
8 agreement. Under Article 25 of the collective bargaining agreement with Local 4068 a grievance as
9 defined as "a disagreement between an employee(s), or the Union and the Employer concerning the
10 interpretation, application or enforcement of the terms of this Agreement." If there is no agreement is
11 asserted by the Town, there is nothing to arbitrate.

12 Furthermore, the Town failed to file an Answer after being properly served with the Complaint
13 in this case. Pursuant to NAC 288.200(3) the Town "is precluded, except with the consent of the
14 opposing party or the Board, from asserting any affirmative defense in the proceeding."

15 DATED this 2nd day of December, 2024.

16 LAW OFFICE OF DANIEL MARKS



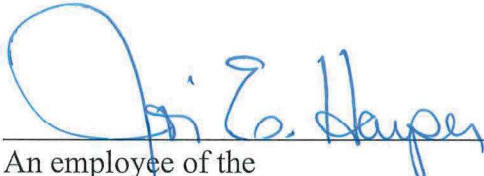
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Attorneys for Complainant

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CERTIFICATE OF MAILING

I hereby certify that I am an employee of the LAW OFFICE OF DANIEL MARKS and that on the 2nd day of December 2024, I did deposit in the United States Post Office, at Las Vegas, Nevada, in a sealed envelope with first-class postage fully prepaid thereon, a true and correct copy of the above and foregoing PRE-HEARING STATEMENT, to the address as follows:

Lorina Dellinger, Acting Town Manager
NYE COUNTY
2100 E. Walt Williams Drive
Suite 100
Pahrump, Nevada 89048


An employee of the
LAW OFFICE OF DANIEL MARKS

1 RICHARD G. CAMPBELL, Jr., ESQ. (NV Bar No. 1832)
2 Robertson, Johnson, Miller & Williamson
3 50 West Liberty Street, Suite 600
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6 Facsimile No.: (775) 348-8300
7 rick@nvlawyers.com
8 Attorneys for Town of Pahrump

FILED
February 3, 2025
State of Nevada
E.M.R.B.
11:37 a.m.

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

8 INTERNATIONAL ASSOCIATION OF
9 FIREFIGHTERS LOCAL 4068,

Case No.: 2024-033

10 Complainant,

11 vs.

PRE-HEARING STATEMENT

12 TOWN OF PAHRUMP,

13 Respondent.

14 COMES NOW, Respondent TOWN OF PAHRUMP (“Town”), by and through its
15 undersigned counsel, Richard G. Campbell, Jr., Esq., of Robertson, Johnson, Miller &
16 Williamson, and hereby submits pursuant to NAC 288.250 its Pre-Hearing Statement.

17 **I. STATEMENT OF THE ISSUES OF FACT AND LAW TO BE DETERMINED BY**
18 **THE BOARD**

19 The Complainant, International Association of Firefighters Local 4068 (“Local”) alleges
20 that the Town’s decision to not have the union employees of the Pahrump Valley Fire and
21 Rescue Service provide interfacility transfers (“IFT”), from the Pahrump hospital to a hospital in
22 Clark County should have been a subject of mandatory collective bargaining pursuant to NRS
23 288.150(2)(r). The Complainant argues that those late night and early morning transports involve
24 a safety issue.

25 The issues in this case are whether collective bargaining is required under the Collective
26 Bargaining Agreement (“CBA”) between the parties or, whether this issue regarding times for
27 IFT’s from Pahrump to Clark County is within Article 3 of the CBA and not within the scope of
28 collective bargaining as a management right. Specifically, is the elimination of late night and

1 early morning IFTs to Clark County a management prerogative related to the content of the
2 workday including limitation of workload factors or is it a safety consideration subject to
3 mandatory bargaining.

4 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

5 **A. Factual Background**

6 On March 7, 2023, the Local sent a letter to the County Commissioners and the County
7 Manger outlining the reasons for the union members' vote of no confidence for the fire chief,
8 Scott Lewis ("Chief"). One of the concerns expressed in the letter was "No IFT (Vegas
9 Transfers) safeguards in writing for firefighter fatigue and sleep deprivation. In an attempt to
10 placate that concern, the Chief and the Town Manager decided to cease having the fire and
11 rescue service do any more IFT transfers after 10 pm up until 8 am. Despite the Town's decision
12 to eliminate the IFT's the Local thereafter demanded that since that concession involved a major
13 change to working conditions the Local asked for impact bargaining under the CBA. The Town
14 did not agree to bargain over the issue in that it believed that it was a management decision not
15 covered by the CBA.

16 The Local thereafter filed its Grievance on 1/14/2024 alleging a violation of the CBA,
17 Article 4, Safety and Health, Article 6 Prevailing rights and a Violation of an Agreement with the
18 Town regarding IFT's putting the member's health and safety at risk. The Town replied to the
19 Grievance stating there was no agreement regarding IFT's and the Town ceased IFT's as a
20 management decision. On September 24, 2024 the Local filed the instant Complaint alleging that
21 the Town had changed the cessation of ITFs and starting in January of 2024 "began having Local
22 4068 employees run interfacility transfers on a frequent basis."

23 **B. Argument**

24 The CBA at Article 3 Section 1(c)(2), mirrors NRS 288.150(3)(c)(2), which sets forth
25 subject matters not within the scope of mandatory bargaining, including "the content of the
26 workday, including without limitation workload factors, except for safety considerations."
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1 The Local's instant Complaint pins its position on the claim that ITFs after 10 pm up
2 until 8 am constitutes a safety issue thus invoking the exception to management's prerogative
3 regarding workday content and workload factors.

4 While neither the CBA nor NRS Chapter 288 define "safety considerations," the CBA at
5 Article 4 Section 2 is focused on workplace safety issue like safety equipment and clothing,
6 back-to-back shifts and other safety procedures. The Local is bootstrapping late night and early
7 morning ITFs into a safety issue. The Pahrump Valley Fire and Rescue Service operates 24 hours
8 a day, seven days a week and is always on call to provide ambulance service to the residents and
9 visitors in the community. There are no different safety issues for Local members providing
10 ambulance service between 10 pm and 8 am in and around Pahrump versus transporting a patient
11 to Clark County.

12 In its Complaint, the Local asserts that what prompted it to file the instant Complaint was
13 the Town's change from only having ITFs on an occasional emergency basis from July 2023 up
14 until January 2024, to requiring ITFs on a frequent basis. The Town disputes that allegation and
15 ITFs after July 2023 were only required from the Local employees when there was an
16 emergency, usually when weather prevented air ambulance ITFs. Regardless, as acknowledged
17 in the CBA, the Town's fire and rescue service includes emergency medical services and in
18 Article 3 Section 3 Management Rights, clearly states that the Town shall have the ultimate right
19 and responsibility of the local government employer to manage its operation in the most efficient
20 matter consistent with the best interest of all its citizens, its taxpayers and its employees. That
21 directive requires the Town to ensure that if an emergency arises it can direct the Local members
22 to do an ITF to Clark County.

23 The Local's Complaint also alleges that subcontracting or outsourcing bargaining work is
24 a subject of mandatory bargaining citing County of Washoe v. Washoe County Employees
25 Association, Case No. A1-04536 Item No. 159 (1984). That Decision held that the decision to
26 subcontract is a management prerogative and as such not negotiable, but the impact of the
27 decision is negotiable. The Local's reliance on this decision to compel bargaining of IFTs is not
28 persuasive. First, the Town has not subcontracted any work. The Pahrump Hospital makes the

1 decision if an ITF is needed. The Town, under its management prerogative has decided to cease
2 ITFs after 10 pm until 8 am and the hospital staff knows that and will only ask for an ITF from
3 the Town if there is an emergency and no other ITF options are available.

4 **III. STATEMENT OF PENDING OR ANTICIPATED ADMINISTRATIVE,
5 JUDICIAL OR OTHER PROCEEDINGS**

6 None at this time.

7 **IV. LIST OF WITNESSES**

8 a. Chief Scott Lewis

9 Chief Lewis will testify generally to the fact surrounding the present dispute.

10 b. Former County and Town Manager Tim Sutton

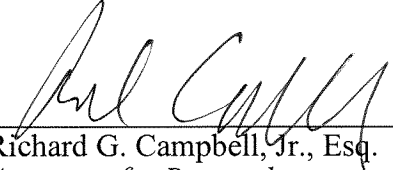
11 Mr. Sutton will testify generally to the decisions regarding ITFs after hours.

12 **V. ESTIMATE OF TIME**

13 One day.

14 DATED this 3rd day of February, 2025.

15 ROBERTSON, JOHNSON
16 MILLER & WILLIAMSON

17 By: 
18 Richard G. Campbell, Jr., Esq.
19 *Attorneys for Respondent*

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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of Robertson, Johnson, Miller & Williamson, 50 West Liberty Street, Suite 600, Reno, Nevada 89501, and that on the 3rd day of January, 2025, I served the foregoing **PRE-HEARING STATEMENT** via email to the following email addresses:

Daniel Marks, Esq.
Adam Levine, Esq.
LAW OFFICE OF DANIEL MARKS
610 South Ninth Street
Las Vegas, Nevada 89101
office@danielmarks.net
alevine@danielmarks.net



An Employee of Robertson, Johnson, Miller & Williamson