

1 ANDREW REGENBAUM, J.D.
2 NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS
3 145 Panama Street
4 Henderson, Nevada 89015
5 Telephone: (702) 431-2677
6 Facsimile: (702) 822-2677
7 E-mail: andrew@napso.net

8 ADAM GARTH, ESQ.
9 Nevada Bar No. 15045
10 GORDAN REES SCULLY MANSUKHANI
11 300 South Fourth Street, Suite 1550
12 Las Vegas, Nevada 89101
13 Telephone: (702) 577-9356
14 E-mail: agarth@grsm.com

15 Representatives for Complainants

16 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**
17 **STATE OF NEVADA**

18 * * *

19 Juvenile Justice Supervisors Association,
20 Inc., a Nevada Non-Profit Corporation and
21 Local Government Employee Organization, and
22 Its Named and Unnamed Affected Members,

23 Complainants,

24 vs.

25 Clark County and the Clark County Department
26 of Juvenile Justice Services,

27 Respondent.

CASE NO.: 2026-003

COMPLAINT

28 Complainants JUVENILE JUSTICE SUPERVISORS ASSOCIATION, INC. ("JJSA"), a
local government employee organization, and JJSA's named and unnamed affected members, by
and through their representatives of record, hereby complain and allege against Respondent
CLARK COUNTY ("County") and CCJJS Director, John Munoz, as follows:

///

///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46
- 47
- 48
- 49
- 50
- 51
- 52
- 53
- 54
- 55
- 56
- 57
- 58
- 59
- 60
- 61
- 62
- 63
- 64
- 65
- 66
- 67
- 68
- 69
- 70
- 71
- 72
- 73
- 74
- 75
- 76
- 77
- 78
- 79
- 80
- 81
- 82
- 83
- 84
- 85
- 86
- 87
- 88
- 89
- 90
- 91
- 92
- 93
- 94
- 95
- 96
- 97
- 98
- 99
- 100

1 7. NRS 288.270(1) provides in pertinent part as follows:

2 It is a prohibited practice for a local government employer or its
3 designated representative willfully to:

4 (a) **Interfere, restrain or coerce any employee in the exercise of
5 any right guaranteed under this chapter.**

6 (b) Dominate, interfere or assist in the formation or administration of
7 any employee organization.

8 (c) Discriminate in regard to hiring, tenure or any term or condition
9 of employment to encourage or discourage membership in any
10 employee organization.

11 (d) Discharge or otherwise discriminate against any employee
12 because the employee has signed or filed an affidavit, petition or
13 complaint or given any information or testimony under this chapter,
14 or because the employee has formed, joined or chosen to be
15 represented by any employee organization.

16 (e) **Refuse to bargain collectively in good faith with the exclusive
17 representative as required in NRS 288.150.** Bargaining
18 collectively includes the entire bargaining process, including
19 mediation and fact-finding, provided for in this chapter.

20 (f) Discriminate because of race, color, religion, sex, sexual
21 orientation, gender identity or expression, age, physical or visual
22 handicap, national origin or because of political or personal reasons
23 or affiliations.

24 (emphasis added).

25 8. This Government Employee-Management Relations Board ("Board") has
26 jurisdiction pursuant to NRS 288.110(2) to "hear and determine any complaint arising out of the
27 interpretation of, or performance under, the provisions of this chapter by the Executive
28 Department, any local government employer, any employee, as defined in NRS 288.425, any local
29 government employee, any employee organization or any labor organization."

30 9. This Board has further jurisdiction pursuant to NRS 288.280 to hear and determine
31 "[a]ny controversy concerning prohibited practices."

32 10. When a labor dispute arises, employees and recognized employee organizations are
33 required to raise before the Board issues within the jurisdiction of the Board before resorting to
34 civil litigation. *Rosequist v. Int'l Ass'n of Firefighters Local 1908*, 118 Nev. 444, 450-51, 49 P.3d
35 651, 655 (2002), *overruled on other grounds by Allstate Ins. Co. v. Thorpe*, 123 Nev. 565, 170
36 P.3d 989 (2007).

37 ///

11. JJSA is the recognized bargaining unit for the members of its association. As such, committee members, officers, board members, and other representatives engage in collective bargaining negotiations with representatives of the County with respect to contractual obligations and terms of employment.

12. The violations of state law and the “union busting” practices identified herein have been an ongoing policy and practice of the County.

GENERAL ALLEGATIONS

13. This matter revolves around the allegation that Clark County, through the Clark County Juvenile Justice Services ("CCJJS") Director, John Munoz, has been engaged in union busting activities over the course of the last six months by failing to negotiate, with the Association, "proposed" changes to Article 32 of the Collective Bargaining Agreement ("CBA") which addresses equipment and clothing.

14. On or about June, 2025 CCJJS proposed revisions to Personnel Directive P002, Dress Code Policy. The proposed policy governs employee attire and grooming standards and includes enforcement and disciplinary provisions applicable to CCJJS employees which include JJSA members.

15. On July 17, 2025, JJSA representatives (and Juvenile Justice Probation Officers Association (“JJPOA”) representatives) met with CCJJS management to review and provide feedback regarding the proposed Dress Code Policy P002. Present at the meeting were representatives from both bargaining units and CCJJS administration. At that meeting, JJSA and JJPOA provided feedback on P002 both verbally and in writing. CCJJS did nothing in response to the feedback.

16. In October 2025, CCJJS rolled out Dress Code Policy P002 to staff without further discussion with JJSA or JJPOA and without incorporating the unions' previously submitted feedback.

1 17. Following the rollout, JJPOA President Kevin Eppenger submitted a written letter
2 on behalf of both bargaining units expressing concerns with the policy and requesting further
3 discussion with CCJJS management.

4 18. On November 12, 2025, the CCJJS Policy Committee met again. JJSA and JJPOA
5 representatives were present. The meeting minutes reflect that union representatives requested that
6 P002 be pulled back, noting that unions had met with management prior to release and that
7 concerns were not addressed in the final policy. The minutes further reflect that CCJJS
8 management would be notified that the unions wished to revisit the policy. A representative from
9 SEIU was also present and expressed that SEIU had similarly expected the opportunity to review
10 the policy prior to release.

11 19. On November 25, 2025, a JJSA labor-management meeting was held. During that
12 meeting, JJSA advised CCJJS management that implementation of the revised Dress Code Policy
13 without union agreement constituted a violation of fair labor practices and conflicted with Article
14 32 of the JJSA CBA. The labor-management meeting minutes reflect that union feedback was not
15 incorporated into the version of the policy that was rolled out, that concerns remained, and that the
16 union did not agree to the final policy language. The minutes further reflect discussion regarding
17 the need for approval and agreement prior to finalizing policies and reference Article 32 as
18 addressing dress code.

19 20. On December 23, 2025, at a subsequent JJSA labor-management meeting, JJSA
20 again raised objections to the implementation of Dress Code Policy P002. At management's
21 request, JJSA President Tina Kohl provided a copy of NRS 288.150 and referenced Article 32 of
22 the JJSA CBA. The meeting minutes reflect that President Kohl stated that because the policy
23 implicated mandatory bargaining territory, union agreement was required prior to implementation
24 and that the union remained dissatisfied with the policy as written.

25 21. On January 21, 2026, the Manager of the CCJJS Detention Division conducted a
26 meeting of all Detention Division Supervisors and advised that Dress Code Policy P002 was active
27 and that administration expected the policy to be enforced immediately. During that meeting,
28 President Kohl expressed concerns regarding NRS 288.150 and cited Article 32 of the JJSA CBA.

1 She was advised that administration nevertheless expected enforcement of the policy along with
2 disciplinary implications.

3 22. Later on the same day, January 21, 2026, President Kohl met with CCJJS Director
4 Munoz in his office. During that meeting, President. Kohl again raised concerns regarding the
5 implementation and enforcement of Dress Code Policy P002 in light of NRS 288.150 and the
6 existing JJSA CBA. Director Munoz advised that he had consulted with a Clark County Civil
7 attorney and was informed that CCJJS could proceed with implementation of Policy P002
8 despite the union's objections and despite the JJSA CBA covering the period July 1, 2023
9 through June 30, 2026, including Article 32.

10 23. At various times during this process President Kohl communicated with Director
11 Munez and objected to the unilateral implementation of a modified uniform policy without
12 negotiation with the unions. The Director advised President Kohl that her support for the
13 changes "could" result in an "increase" in the contractual uniform allowance later. Director
14 Munoz implored President Kohl to support the modifications because doing so could be helpful
15 in collective bargaining scheduled to begin this year.

16 24. During the communications referenced in paragraph 23 herein, Director Munoz
17 advised President Kohl that he wished to demonstrate union support for his modifications to
18 County leadership, including Deputy County Manager Frierson and therefore it was important
19 for the JJSA (as well as JJPOA) to accept the changes as proposed. The implication of each of
20 the conversations was that the unions' failure to support the changes would be considered at the
21 time of collective bargaining.

22 25. Based upon the foregoing, the County committed unfair labor practices in ways that
23 included, but may not be limited to, the following:

24 a. interfering, restraining, or coercing JJSA members in the exercise of their rights
25 guaranteed under NRS Chapter 288, including interfering in JJSA's administration, and
26

1 discriminating in regard to the terms and conditions of the members' employment to discourage
2 membership in the JJSA and to "union bust" the associations in violation of NRS 288.270;

3 b. engaging in a concerted pattern of conduct designed to ignore contractual rights,
4 rights imposed by state law, judicial orders, etc., for the express purpose of causing JJSA members
5 to desire to give up on the ability of their union leadership to enforce their rights within the law –
6 i.e., *union busting*; and

7 c. discriminating against JJSA members because of political or personal reasons or
8 affiliations in violation of NRS 288.270.

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Complainants JJSA and its members, while reserving their right to amend
12 this Complaint to set forth additional facts or causes of action that are presently unknown to them,
13 pray for relief as follows:

14 1. For a finding in favor of Complainants that the County and the CCJJS Director
15 engaged in an unfair labor practice by suggesting punishment and retaliation against the JJSA and
16 its President for conducting union business including but not limited to grievances, arbitrations
17 and meetings;

18 2. For an order that Respondent cease and desist from violating NRS 288 as well as
19 retaliatory behavior targeting the JJSA and/or its President and issuance of an apology letter;

20 3. For a finding that Respondent interfered in the administration of the JJSA employee
21 organization in violation of NRS 288.270;

22 5. For a finding that Respondent discriminated against JJSA members because of their
23 desire to negotiate terms of their CBA, in violation of NRS 288.270;

24 6. For an order that Respondent cease and desist from all prohibited and unfair labor
25 practices found herein, including but not limited to implementing a new uniform policy that alters
26 the current policy set forth in the CBA and for any other conduct involving "union busting."

27 7. For such other and further relief as the Board deems appropriate under the
28 circumstances.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DATED this 24th day of March, 2026.

NEVADA ASSOCIATION OF
PUBLIC SAFETY OFFICERS

GORDON REES SCULLY MANSUKHANI

By: /s/ Andrew Regenbaum
ANDREW REGENBAUM, J.D.
Executive Director
145 Panama Street
Henderson, Nevada 89015

By: /s/ Adam Garth
ADAM GARTH, ESQ.
Nevada Bar No. 15045
300 SOUTH FOURTH STREET, SUITE 1550
LAS VEGAS, NV 89101

Representatives for Complainants

CERTIFICATE OF ELECTRONIC FILING

I hereby certify that I am an employee of the Nevada Association of Public Safety Officers and that on the 24th day of March 2026, I served a copy of the foregoing COMPLAINT by electronically filing with the EMRB (emrb@business.nv.gov) and served by email a true and correct copy thereof to the following:

Scott Davis, Esq.
Deputy District Attorney
Clark County District Attorney - Civil Division
500 S. Grand Central Pkwy, 5th Floor
Las Vegas, Nevada 89155
702-455-4761
scott.davis@clarkcountydav.gov

DATED this 24th day of March 2026


Elizabeth Draser

Clark County (Respondent)

Answer

FILED
May 6, 2026
State of Nevada
E.M.R.B.
1:48 p.m.

STEVEN B. WOLFSON
District Attorney
CIVIL DIVISION
State Bar No. 001565
By: **SCOTT DAVIS**
Deputy District Attorney
State Bar No. 10019
By: **OLIVIA DENUE**
Deputy District Attorney
State Bar No. 16842
500 South Grand Central Pkwy.
Las Vegas, Nevada 89155-2215
(702) 455-4761
Fax (702) 382-5178
E-Mail: Scott.Davis@ClarkCountyDANV.gov
Olivia.Denue@ClarkCountyDANV.gov
Attorneys for Clark County

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

JUVENILE JUSTICE SUPERVISORS
ASSOCIATION,)

Complainant)

vs.)

CLARK COUNTY,)

Respondent)

Case No: 2026-003

ANSWER TO COMPLAINT

Respondents CLARK COUNTY pursuant to NAC 288.220 and answers the
complaint against it in this matter.

1. Answering paragraph 1 of the Complaint, Respondent admits the allegations
contained therein.

2. Answering paragraph 2 of the Complaint, Respondent admits the allegations
contained therein.

3. Answering paragraph 3 of the Complaint, Respondent admits the allegations
contained therein.

4. Answering paragraph 4 of the Complaint, Respondent admits the allegations

1 contained therein except to allege that the Act was adopted in 1969 under the original short
2 title of the "Local Government Employee Management Relations Act."

3 5. Answering paragraph 5 of the Complaint, Respondent admits that Petitioner
4 has accurately quoted NRS 288.140(1).

5 6. Answering paragraph 6 of the Complaint, Respondent admits that Petitioner
6 has accurately quoted a portion of NRS 288.150.

7 7. Answering paragraph 7 of the Complaint, Respondent admits that Petitioner
8 has accurately quoted a portion of NRS 288.270.

9 8. Answering paragraph 8 of the Complaint, Respondent admits that Petitioner
10 has accurately quoted a portion of NRS 288.110.

11 9. Answering paragraph 9 of the Complaint, Respondent admits that Petitioner
12 has accurately quoted a portion of NRS 288.280.

13 10. Answering paragraph 10 of the Complaint, Respondent admits the allegations
14 contained therein.

15 11. Answering paragraph 11 of the Complaint, Respondent admits only that
16 Petitioner is a recognized bargaining agent and is engaged in collective bargaining with
17 Respondent.

18 12. Answering paragraph 12 of the Complaint, Respondent denies the allegations
19 contained therein.

20 13. Answering paragraph 13 of the Complaint, Respondent denies the allegations
21 contained therein.

22 14. Answering paragraph 14 of the Complaint, Respondent admits the allegations
23 contained therein

24 15. Answering paragraph 15 of the Complaint, Respondent admits that it met with
25 its various recognized bargaining agents and provided an opportunity for the bargaining
26 agents to provide feedback into the proposed revisions to the dress code policy. Respondent
27 denies the allegation that it did nothing in response to the provided feedback.

28 16. Answering paragraph 16 of the Complaint, Respondent admits that the updated

1 dress code went into effect in October of 2025. Respondent denies all other allegations
2 contained therein.

3 17. Answering paragraph 16 of the Complaint, Respondent is presently without
4 sufficient information as to the alleged correspondence to form a belief as to the truth of such
5 allegations and on that basis denies the same.

6 18. Answering paragraph 18 of the Complaint, Respondent is presently without
7 sufficient information as to the allegations form a belief as to the truth of such allegations
8 and on that basis denies the same.

9 19. Answering paragraph 19 of the Complaint, Respondent is presently without
10 sufficient information as to the allegations form a belief as to the truth of such allegations
11 and on that basis denies the same.

12 20 Answering paragraph 20 of the Complaint Respondent admits that JJSA
13 President Kohl has asserted her belief that the dress code is a mandatory subject of
14 bargaining. Respondent is presently without sufficient information as to the allegations form
15 a belief as to the truth of such allegations and on that basis denies the same.

16 21. Answering paragraph 21 of the Complaint, Respondent admits the allegations
17 contained therein.

18 22. Answering paragraph 22 of the Complaint Respondent admits that Director
19 Munoz has informed Kohl that the dress code was not a mandatory subject of bargaining.
20 Respondent denies the remaining allegations in paragraph 22.

21 23. Answering paragraph 23 of the Complaint Respondent admits that JJSA
22 President Kohl has objected to the implementation of the dress code without negotiations.
23 Respondent denies the remaining allegations in paragraph 23.

24 24. Answering paragraph 24 of the Complaint, Respondent denies the allegations
25 contained therein.

26 25. Answering paragraph 25 of the Complaint, Respondent denies the allegations
27 contained therein.

28 26. Respondent denies any allegation not expressly admitted herein.

1 **AFFIRMATIVE DEFENSES**

2 First Affirmative Defense

3 The Complaint is not supported by probable cause.

4 Second Affirmative Defense

5 The referenced updates in the dress code were necessary in order to comply with state
6 anti-discrimination laws.

7 Third Affirmative Defense

8 Petitioner lacks standing to negotiate a dress code that applies to employees in other
9 bargaining units and to employees whose position is not within any bargaining unit. To do so
10 would violate NRS 288.270(2)(a).

11 Fourth Affirmative Defense

12 The dress code referenced in the Complaint is a reserved government right under
13 NRS 288.150(3) and as such the County has no obligation to negotiate the dress code
14 pursuant to NAC 288.100(1).

15 Fifth Affirmative Defense

16 All possible defenses may not have been alleged herein as specific facts were not
17 available after reasonable inquiry; and therefore, Respondent reserves its right to amend this
18 Answer to allege additional defenses if subsequent investigation warrants.

19 DATED this 6th day of May, 2026.

20 STEVEN B. WOLFSON
21 DISTRICT ATTORNEY

22 By: /s/ Scott R. Davis

23 SCOTT DAVIS
24 Deputy District Attorney
25 State Bar No. 10019
26 OLIVIA DENUE
27 Deputy District Attorney
28 State Bar No. 16842
500 South Grand Central Pkwy. 5th Flr.
Las Vegas, Nevada 89155-2215
Attorney for Clark County

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

Adam Garth, Esq.
GORDAN REES SCULLY MANSUKHANI
300 South Fourth Street, Suite 1550
Las Vegas, NV 89101
agarth@grsm.com
Attorney for Complainants

Andrew Regenbaum, J.D.
NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS
145 Panama Street
Henderson, NV 89015
andrew@napso.net
Representative for Complainants

/s/ Matilda Sanchez
An Employee of the Clark County District
Attorney's Office – Civil Division

JJSA (Complainant)

Prehearing Statement

1 ANDREW REGENBAUM, J.D.
2 NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS
3 145 Panama Street
4 Henderson, Nevada 89015
5 Telephone: (702) 431-2677
6 Facsimile: (702) 822-2677
7 E-mail: andrew@napso.net

8 ADAM GARTH, Esq.
9 Nevada Bar No. 15045
10 GORDAN REES SCULLY MANSUKHANI
11 300 South Fourth Street, Suite 1550
12 Las Vegas, Nevada 89101
13 Telephone: (702) 577-9356
14 E-mail: agarth@grsm.com

15 Representatives for Complainants

16 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

17 **STATE OF NEVADA**

18 * * *

19 Juvenile Justice Supervisors Association,
20 Inc., a Nevada Non-Profit Corporation and
21 Local Government Employee Organization, and
22 Its Named and Unnamed Affected Members,

23 Complainants,

24 vs.

25 Clark County and the Clark County Department
26 of Juvenile Justice Services,

27 Respondent.

CASE NO.: 2026-003

**COMPLAINANTS' PRE-HEARING
STATEMENT**

28 Complainants JUVENILE JUSTICE SUPERVISORS ASSOCIATION, INC. ("JJSA"), by
and through their representatives of record, submit the following Pre-Hearing Statement pursuant
to NAC 288.250:

///

///

///

1 **I. STATEMENT OF THE ISSUES**

2 1. Whether the Clark County committed an unfair labor practice by failing to engage
3 in good faith negotiations with the Union over a mandatory subject of bargaining?

4 2. Whether the Clark County committed an unfair labor practice by unilaterally
5 implementing and changing policies related to a mandatory subject of bargaining without
6 negotiating with the Union?

7 3. Whether the Clark County committed an unfair labor practice when the Director of
8 the Department of Juvenile Justice Services attempted to bully and coerce the Union to not engage
9 in negotiations?

10 It is the contention of the Union that the County committed an unfair labor practice by
11 refusing to negotiate a new policy that required uniforms that were mandated by the Department
12 of Juvenile of Justice Services (“DJJS”). The Union requested to negotiate the proposed new
13 uniform policy based upon safety issues as well as cost. DJJS refused to negotiate. Instead, the
14 policy was unilaterally implemented and the Director of DJJS communicated to the Union
15 President that acquiescence to the policy would “be favorable” to contract negotiations and implied
16 that insistence on negotiation would result in negative consequences to the Union and potentially
17 even the Department. It is the position of the Union that the County’s refusal to negotiate the new
18 policy is an unfair labor practice especially in light of the fact that the Union and County are
19 currently engaged in negotiations over a successor collective bargaining agreement and Uniform
20 (Clothing) Article is an open Article in negotiations.

21
22 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

23 In approximately February, 2026, the parties entered negotiations to obtain a successor
24 collective bargaining agreement (“CBA”) pursuant to NRS 288. The County and Union have
25 negotiated in at least six (6) separate meetings which failed to result in any agreement on a new
26 CBA. In fact, during the course of negotiations one of the Articles opened was Article 32, which
27 pertains to Clothing and Equipment. The County has never contested that this Article is a
28 mandatory subject of bargaining and routinely negotiates the scope of mandatory uniforms as well

1 as uniform allowances for union members. This negotiation has been no different than those of
2 the past except that while negotiations have been ongoing with the County's HR Department/Chief
3 Labor Negotiator (and the County negotiation team), DJJS, at the behest of its Director, unilaterally
4 created and implemented a new uniform policy which was mandated upon all staff. JJSA, as well
5 as its sister Union, The Juvenile Justice Probation Officers Association ("JJPOA"), requested to
6 negotiate the policy terms. DJJS (and therefore the County) refused.

7 Under NRS 288.270(1)(e) and (2)(b) it is a prohibited practice for either a local government
8 employer, or a designated employee representative, to willfully refuse to bargain in good faith as
9 required by NRS 288.150. The requirement to bargain in good faith includes the entire bargaining
10 process. *See, Clark County Defenders Union v. Clark County*, Case No. 2024-014, Item No. 904
11 (EMRB, Dec. 12, 2024).

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

- 17 - *Refusing to bargain on mandatory subjects of bargaining;*
- 18 - *Cancellation of bargaining sessions;*
- 19 - *Delay/Extended periods of unavailability for bargaining;*
- 20 - *Imposing conditions on bargaining;*
- 21 - *Insufficient authority to bargain;*
- 22 - *Refusal to provide information;*
- 23 - *Refusal to meet and unreasonable meeting times and sites;*
- 24 - *Boulwarism (take it or leave it type offers);*
- 25 - *Surface bargaining;*
- 26 - *Direct dealing;*
- 27 - *Regressive bargaining;*
- 28 - *Unilateral changes;*
- *Withdrawal of accepted offers; and*
- *Refusal to sign a written agreement.*

25 *Washoe County School District v. Washoe School Principals Association*, Consolidated Case Nos.
26 2023-024 and 2023-031, Item No. 895 (EMRB, March 29, 2024). (**Emphasis added**).

27 In this case, Complainants argue that the County failed to negotiate in good faith by (among
28

1 other reasons): a) refusing to bargain on mandatory subjects of bargaining; b) imposing conditions
2 on bargaining; c) unilateral changes; and d) direct dealing.

3
4 **A. The Complaint Adequately Sets Forth a Prima Facie Basis (“Probable Cause”) for**
5 **the County’s Failure to Bargain Over Uniforms and Dress Code**

6 As set forth in the Complaint, this matter revolves around the allegation that Clark County,
7 through the Department of Juvenile Justice Services Director, John Munoz, engaged in an unfair
8 labor practice and “union busting” activities over the course of months by unilaterally making
9 changes to uniform policy while failing to negotiate with the Association over changes to Article
10 32 of the Collective Bargaining Agreement (“CBA”) which addresses equipment and clothing (aka
11 “uniforms” and “dress code”).

12 This Board has repeatedly held that cases involving factual disputes and credibility
13 determinations require a hearing and cannot be disposed of by a motion to dismiss. NAC 288.375
14 provides only that the Board *may* dismiss a matter if the Board determines that no probable cause
15 exists for the Complaint. (Emphasis added). The issues presented in the Complaint as well as
16 documentary and testimonial evidence support the Board’s preliminary determination that a
17 hearing is required in accordance with NRS and NAC 288.

18 While NRS 288.150(2) does not specifically enumerate the phrase “employee dress code”
19 within the list of mandatory subjects of bargaining, the determination of what is a mandatory
20 subject of bargaining is not as simple as suggested by the County. It is well established that
21 uniform allowances (or stipends), as well as what clothing and equipment are required and/or are
22 provided is a mandatory subject of bargaining because these issues directly impact the subjects of
23 wages, discipline and safety conditions. This has been repeatedly determined by a significant
24 relationship analysis. To that same end, any rule or regulation which significantly relates to a
25 mandatory subject of bargaining would also have to be negotiated¹. The Nevada Supreme Court
26 has held “that the government employer be required to negotiate if a particular item is found to
27

28 ¹ Washoe v. Washoe County Employees' Association, Case No. A1-045365, Item No. 159 (1984); Truckee Meadows
v. International Firefighters, 109 Nev. 367 (1993) quoting Washoe Co. Teachers Ass'n v. Washoe Co. Sch. Dist., 90
Nev. 442, 530 P.2d 114 (1974); In Re IAFF Local 1908 v. Clark County, Item No. 146 (1982)

1 significantly relate to wages, hours and working conditions even though that item is also related
2 to management prerogative².

3 Here, the decision to unilaterally create a mandatory uniform policy has a direct, substantial,
4 significant, and pervasive impact and effect on specific terms and conditions of employment,
5 which are, in and of themselves, mandatory subjects of negotiation, such as wages and discipline
6 and such other significant employee concerns as training and safety. As one example, the financial
7 compensation provided to employees to purchase, replace, or dry-clean uniforms is a form of
8 "direct monetary compensation"³ which is bargained for in the CBA. Therefore, any rule,
9 regulation or policy dealing with the uniforms has a direct impact on the employees' wages such
10 that the rule must be negotiated.^{4,5}

11 The CBA between Clark County and the JJSA has a specific Article which addresses this topic.
12 Article 32 was negotiated between the parties⁶ and addresses mandatory clothing and equipment
13 to be provided by the County as well as uniform allowances provided to JJSA members. The fact
14 that the County negotiates clothing and equipment, including what will be provided and monetary
15 remuneration to the members directly belies the County's argument that subject is not required to
16 be bargained over. In fact, this Article is currently the subject of negotiation between the parties
17 and the County has, without objection or reservation, made offers to the Union to increase uniform
18 allowances.

19 The JJSA is composed of law enforcement officers and as such the uniform and equipment
20 required of its members has a significant impact upon their safety. JJSA members work in
21 environments (detention facilities and unfamiliar homes of juvenile clients) that are inherently
22 dangerous. Therefore, the type of clothing that they wear, the manner in which they wear it, and
23 the clothing/equipment which is provided is significantly important to each officer's safety in the
24

25 ² Truckee Meadows v. International Firefighters, 109 Nev. 367 (1993)

26 ³ NRS 288.150(2)(a)

27 ⁴ See generally, Charles Jenkins: Las Vegas Police Managers and Supervisors Association vs. Las Vegas
28 Metropolitan Police Department, Case No. AI-046020, Item 775A (EMRB Jan. 24, 2013) which was affirmed by the
Nevada Supreme Court.

⁵ NLRB v. Katz, 369 U.S. 736, 743 (1962).

⁶ The parties are currently negotiating this Article in contract negotiations for a successor collective bargaining
agreement.

1 workplace. As such, the type of clothing, (including issues such as colors and the fabric it is made
2 from) are safety issues which are required to be negotiated pursuant to NRS 288.150(2)(r)⁷.

3 Finally, it is also significant to note that the County, through CCJJS, unilaterally
4 implemented the new dress policy with disciplinary implications attached to an officers' failure
5 to abide by the policy⁸. There was, once again, no negotiation of the potential discipline
6 associated with an alleged violation of the new policy. This is a direct violation of NRS
7 288.150(2)(i) which requires negotiation over disciplinary matters. See, Reno Police Protective
8 Association v. City of Reno, Case No. A1-045331, Item 101. See also, Washoe Education
9 Association v. Washoe County School District, Case No. A1-045792, Item 575-A (2004).

11 The negotiation of clothing and uniforms is a mandatory subject of bargaining under NRS
12 288.150(2)(a), (i) and (r) and have been consistently negotiated as a part of law enforcement
13 contracts throughout Nevada and the country. This Board can look at any law enforcement
14 contract throughout Nevada, including that of JJSA and JJPOA (Juvenile Justice Probation
15 Officers Association), in order to see that Clothing and Equipment is always a part of the
16 collective bargaining process. *See also e.g. City of Augusta v. Local 1650*, 2012 Me. Super.
17 LEXIS 134*, Superior Court of Maine, Kennebec County (2012), Civil Action Docket No. AP-
18 11-64.

20 **B. The County's argument related to the "Means and Method" clause of NRS**
21 **288.150(3)(c)(4) is misplaced**

22 The County tries to avoid the fact that clothing and equipment remuneration and policy is
23 a mandatory subject of bargaining by arguing that clothing, uniforms and equipment is a "dress
24 code" and then trying to pigeon hole the "dress code" into the "Means and Method" clause of
25 NRS 288.150(3)(c)(4). This is a red herring.

28 ⁷ See generally, Henderson Police Officers Ass'n v. City of Henderson, Case No. A1-045314, Item No. 83 (1978)

⁸ Copies of DJJS policy memos will be provided at hearing

1 As the Board well knows, NRS 288.150(3)(c) applies only to subjects which are not
2 mandatory to bargain over because they involve the local government's right to determine how
3 to provide services to the community. This provision addresses staffing levels, work
4 performance, content of the workday (**except those that effect safety**⁹), the quantity of service
5 offered to the public and the means and methods of offering those services to the public. Thus,
6 even the "means and method" section of 288.150 has an exception for the negotiation of
7 provisions effecting safety.
8

9 It is a complete contortion of the statute for the County to suggest that its unilateral
10 changes to the uniform policy (or dress code as the County would call it) is a "means and
11 method" of how the Department of Juvenile Justice offers service to the public.

12 Notably absent from the County's analysis of federal law on the subject of "dress code"
13 as a mandatory subject of bargaining is the National Labor Relations Board ("NLRB") decision
14 in the matter of *Salem Hospital Corporation a/k/a The Memorial Hospital of Salem County*,
15 Case No. 04-CA-097635 (Sept. 10, 2013). In that case, which was litigated extensively not only
16 in the NLRB, but also in the Courts, it was found that the employer had an obligation to bargain
17 over a proposed unilateral change to the employee dress code.
18

19
20 **c. The Complaint Includes a Prima Facie Showing of Probable Cause of "Union**
21 **Busting"**
22

23 The allegation portions of the Complaint itself do not make specific reference to a claim of
24 "Union Busting" but instead address a pattern of conduct whereby County and the CCJJS Director
25 engaged in an unfair labor practice by suggesting that there would be punishment and retaliation
26 against the JJSA and its President for advocating the Union's position relative to the "dress code"
27 being a mandatory subject of bargaining. Retaliation against the Union, or its officers, for
28

⁹ NRS 288.150(3)(c)(2)

1 addressing concerns about labor issues is tantamount to “Union Busting” as it creates a chilling
2 effect on Union involvement.

3
4 Furthermore, CCJJS’s Director’s attempt to circumvent collective bargaining by suggesting,
5 without any authority to do so, that the Union’s support for unilateral changes to the contract
6 terms, via Department policy, “could” result in an “increase” in the contractual uniform
7 allowance later was wholly improper and unethical. This too is a discreet form of “Union
8 Busting” and direct dealing. The Director made clear that the changes to the policy would be
9 made unilaterally regardless of the union’s request to address various issues in the policy. This
10 is a direct form of union busting and bad faith.

11
12 The implication of each of the conversations was that the unions’ failure to support the
13 changes would be considered negatively at the time of collective bargaining. As such, the Union
14 appropriately alleged in its Complaint that the County committed unfair labor practices in ways
15 that included, but may not be limited to, the following:

16
17 “a. interfering, restraining, or coercing JJSA members in the exercise of their rights
18 guaranteed under NRS Chapter 288, including interfering in JJSA’s administration, and
19 discriminating in regard to the terms and conditions of the members’ employment to discourage
20 membership in the JJSA and to “union bust” the associations in violation of NRS 288.270;

21 b. engaging in a concerted pattern of conduct designed to ignore contractual rights,
22 rights imposed by state law, judicial orders, etc., for the express purpose of causing JJSA members
23 to desire to give up on the ability of their union leadership to enforce their rights within the law –
24 i.e., *union busting*; and

25 c. discriminating against JJSA members because of political or personal reasons or
26 affiliations in violation of NRS 288.270.”

27 Any additional points and authorities are before the Board as pled in the JJSA’s Complaint
28 and Oppositions to Motion for a Stay and Motion to Dismiss and are respectfully incorporated as
if fully set forth herein.

1
2 **III. STATEMENT OF RELATED PROCEEDINGS**

3 None.
4

5 **IV. LIST OF WITNESSES**

6 **1. Juvenile Justice Supervisors Association President Tina Kohl**

7 President Kohl is a Department of Juvenile Justice Services employee/supervisor and has
8 served on the JJSA executive board for many years, including as President. She is expected to
9 testify regarding the facts and circumstances surrounding the grievance as well as all of the
10 conversations that occurred with Director Munoz related to negotiating the new policy. She is also
11 expected to testify regarding the JJSA's negotiation process in collective bargaining. President
12 Kohl will also testify regarding emails she received from Director Munoz.
13

14 **2. Juvenile Justice Probation Officers Association President Kevin Eppenger**

15 President Eppenger will testify to his knowledge of the negotiations related to the new
16 uniform policy which did not occur between the Department and any union. Specifically, he will
17 testify as to the County's refusal to negotiate with the JJSA or JJPOA despite the unions requesting
18 negotiations on the subject.
19

20 **3. Adam Levine, Esq.**

21 Mr. Levine will testify regarding the facts and issues raised in the JJSA Complaint
22 well as his knowledge of case law, legislative history and other union collective bargaining
23 agreements relative to uniform and equipment policy and allowances.
24

25 **4. JJSA Person Most Knowledgeable**

26 The PMK is a member of the JJSA necessary to rebut any allegations or evidence presented
27 by the County.
28

1 **V. ESTIMATE OF TIME NEEDED**

2 The Associations estimate that four hours are needed for the presentation facts and
3 allegations making up their case-in-chief. The JJSA reserve the right for rebuttal to the Clark
4 County presentation.

5
6 DATED this 27th day of July, 2026.

7 **NEVADA ASSOCIATION OF**
8 **PUBLIC SAFETY OFFICERS**

GORDON REES SCULLY MANSUKHANI

9 By: /s/ Andrew Regenbaum
10 ANDREW REGENBAUM, J.D.
11 Executive Director
145 Panama Street
Henderson, Nevada 89015

By: /s/ Adam Garth
ADAM GARTH, ESQ.
Nevada Bar No. 15045
300 SOUTH FOURTH STREET, SUITE 1550
LAS VEGAS, NV 89101

12 Representatives for Complainants
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3 **CERTIFICATE OF ELECTRONIC FILING**
4

5 I hereby certify that I am an employee of the Nevada Association of Public Safety Officers and
6 that on the 28th day of July 2026, I served a copy of the foregoing **COMPLAINANTS' PRE-
HEARING STATEMENT** by electronically filing with the EMRB (emrb@business.nv.gov)
and served by email a true and correct copy thereof to the following:
7

8 Scott Davis, Esq.
9 Deputy District Attorney
Clark County District Attorney - Civil Division
10 500 S. Grand Central Pkwy, 5th Floor
Las Vegas, Nevada 89155
11 702-455-4761
scott.davis@clarkcountydav.gov

12 DATED this 27th day of July 2026
13
14
15

16 
17 Elizabeth Draser
18
19
20
21
22
23
24
25
26
27
28

Clark County (Respondent)

Prehearing Statement

STEVEN B. WOLFSON
District Attorney
CIVIL DIVISION
State Bar No. 001565
By: **SCOTT DAVIS**
Deputy District Attorney
State Bar No. 10019
By: **OLIVIA DENUÉ**
Deputy District Attorney
State Bar No. 16842
500 South Grand Central Pkwy.
Las Vegas, Nevada 89155-2215
(702) 455-4761
Fax (702) 382-5178
E-Mail: Scott.Davis@ClarkCountyDANV.gov
Olivia.Denue@ClarkCountyDANV.gov
Attorneys for Clark County

STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

JUVENILE JUSTICE SUPERVISORS
ASSOCIATION, INC., a Nevada Non-Profit
Corporation and Local Government Employee
Organization, and Its Named and Unnamed
Affected Members,
Complainants,
vs.
CLARK COUNTY,
Respondent.

Case No: 2026-003

RESPONDENT CLARK COUNTY'S PRE-HEARING STATEMENT

COMES NOW, Respondent CLARK COUNTY, by and through District Attorney,
STEVEN B. WOLFSON, through OLIVIA DENUÉ and SCOTT DAVIS, Deputy District
Attorneys, and presents its pre-hearing statement in this matter.

I. STATEMENT OF ISSUES OF LAW AND FACT

1. Is employee dress code a reserved government right under the means and method clause of NRS 288.150(3)(c)(4)?
2. Is employee dress code a mandatory subject of bargaining under NRS 288.150(2)?

1 3. Did Clark County engage in “union busting” by interfering with the formation or
2 administration of Complainant in violation of NRS 288.270(1)(b) by indicating that
3 Complainant’s support for dress code changes could facilitate an increase in
4 uniform allowances in future bargaining?

5 Clark County reserves its right under NRS 233B.121(2)(d) to request a more definite
6 and detailed statement of the matters asserted in the event that the Notice of Hearing to be
7 issued in this matter remains vague or unintelligible.

8 **II. FACTS ALLEGED IN THE COMPLAINT**

9 The allegations in the Complaint boil down to two chief claims: (1) the Clark County
10 Department of Juvenile Justice Services (“CCJJS”) did not negotiate over an update to
11 employee dress code and (2) CCJJS’ Director implied that support for the updated dress code
12 would set the tone for future negotiations.

13 Juvenile Justice Supervisors Association (“JJSA”) alleges that CCJJS updated its dress
14 code without negotiating these updates with JJSA. Complaint, P.4, ¶ 13. The complaint
15 alleges that CCJJS notified JJSA, as well as other unions, about the proposed changes before
16 implementation and even held a meeting with the unions to address concerns and provided an
17 opportunity for the unions to offer feedback. *Id.* at ¶¶ 14-15. Thereafter, the updated dress
18 code policy went into effect. *Id.* at ¶ 16.

19 JJSA alleges that after the policy went into effect, a series of CCJJS policy committee
20 meetings and JJSA labor-management meetings were held where JJSA requested that the
21 update dress code policy be revisited, made arguments that the dress code policy was subject
22 to bargaining, and argued that the updated dress code conflicted with Article 32 of the JJSA
23 CBA. *Id.* at ¶¶ 18-20.¹ JJSA further alleges that its president Tina Kohl and CCJJS’ director
24 John Munoz discussed the update to the uniform policy. *Id.* at P.6, ¶¶ 22-24. JJSA alleges

26 ¹Article 32 reads: “The County will determine, purchase and maintain the necessary equipment to be used by the
27 employees covered in Appendix A of this Agreement. Such equipment shall include but not be limited to the following: a. Body armor; b. Handcuffs; c. Handcuff case; d. Pepper spray; e. Pepper spray holster; f. Transport Jackets; g. Identification
28 badges; h. Cell phones; i. Cell phone case; j. Utility Belts; k. SMYC inclement gear (one (1) set) i. Coat; ii. Hat; iii. Gloves; iv. Boots. 2. The County agrees to provide a \$225.00 annual stipend on the employee's first paycheck in January, for the repair and/or replacement of equipment, clothing, or any other personal items damaged during the performance of job duties. No employee may grieve or arbitrate this provision.”

1 that Director Munoz asked for JJSA's support of the updated dress code and made implications
2 that a failure to support the updated dress could be considered at the time of future collective
3 bargaining over a new agreement. *Id.*

4 III. MEMORANDUM OF LAW

5 A. Employee Dress Code is Not a Mandatory Subject of Bargaining.

6 Mandatory bargaining is limited to the list of topics set forth in NRS 288.150(2). The
7 concept of listing the topics of mandatory bargaining in a statute was a deliberate legislative
8 choice intended to narrow the scope of bargaining that was enacted in AB 572 (1975) in direct
9 response to this Board and the courts having broadly construed the mandate to bargain.
10 *Truckee Meadows Fire Prot. Dist. v. IAFF, Loc. 2487*, 109 Nev. 367, 372, 849 P.2d 343, 347,
11 n. 1 (1993).

12 Senator Carl Dodge spoke directly about the purposeful intent to narrow the scope of
13 bargaining by moving to the statutory list that is now found in NRS 288.150(2):

14 In general, **the main thrust of Assembly Bill 572 is to narrow the**
15 **items of negotiation** between the parties, and the need for this has
16 developed because of the Supreme Court decision² that went quite
17 far beyond anything envisioned by the authors of the bill when the
language was originally drawn up in what is known as the "Dodge
Act."

18 Floor Remarks of Senator Carl Dodge, Senate Journal. 58th Leg. at 1148 (May 15, 1975)
19 (emphasis added).

20 Notably, employee dress code, or anything of the like, is absent from the enumerated
21 list. Nevada law "provides that omissions of subject matters from statutory provisions are
22 presumed to have been intentional." *Dep't. of Tax'n. v. DaimlerChrysler Servs N. Am.*, 121
23 Nev. 541, 548, 119 P.3d 135, 139 (2005). That is, "the Legislature could have clearly
24 provided" for employee dress code to be a mandatory subject of bargaining, "but it did not do
25 so." *Id.* Thus, the Legislature's omission of employee dress code as a mandatory subject of
26 bargaining is presumed to be intentional and this Board should not "go beyond the face of a
27

28

² The Supreme Court decision was *CCSD v. EMRB*, 90 Nev. 442 (1974).

1 statute to lend it a construction contrary to its clear meaning.” *Union Plaza Hotel v. Jackson*.
2 101 Nev. 733, 736, 709 P.2d 1020, 1022 (1985).

3 **B. Employee Dress Code is a Reserved Government Right.**

4 Employee dress code is not a mandatory subject of bargaining. Instead, it is covered as
5 part of the “means” and “method” of performing work that is specifically reserved to
6 government employers “without negotiation” under NRS 288.150(3)(c)(4).

7 *1. The government rights clause.*

8 The government rights clause in NRS 288 exempts certain subject matters from
9 mandatory bargaining and expressly notes that these matters are “reserved to the local
10 government employer without negotiation.” NRS 288.150(3)(c)(3)-(4); *see also IAFF Local*
11 *1285 v. City of Las Vegas*, Item No. 317, EMRB Case No. A1-045529 (1993) (public employer
12 not required to engage with the union over a class and comp study because it fell within the
13 statutory government rights that are not within the scope of mandatory bargaining).

14 Because Nevada’s government rights clause, codified as NRS 288.150(3), was modeled
15 after the executive order creating the original government rights clause in the federal sector,
16 this Board should consider the corresponding federal government rights clause as interpreted
17 and applied in the federal sector. *See Minutes of Joint Hearing of the Senate Committee on*
18 *Federal, State, and Local Governments and the Assembly Committee on Government Affairs,*
19 *Feb. 25, 1969 (55th Leg. 1969) (testimony of Senator Carl Dodge discussing the government*
20 *rights section of the Dodge Act as based on President Kennedy’s executive order).*

21 The federal government rights clause is codified as 5 U.S.C. § 7101(b). The Federal
22 Labor Relations Act (“FLRA”) states that the government rights provisions are to be applied
23 consistently, with the broader goal of promoting “an effective and efficient government.” *Id.*
24 This is consistent with Chapter 288’s stated goal of government efficiency. NRS 288.150(7).

25 5 U.S.C. § 7106(b)(1) specifies that a government employer retains control over the
26 “methods, and means of performing work” and similarly specifies that this subject is not a
27 mandatory subject of bargaining. Nearly identical language is found NRS 288.150(3)(c)(3)-
28 (4), which states that “subject matters which are not within the scope of mandatory bargaining

1 and which are reserved to the local government employer without negotiation include the
2 quality and quantity of services to be offered to the public; and the means and methods of
3 offering those services.” (cleaned up). Both statutes use exactly the same terminology of
4 “means” and “method.”

5 Under the federal government rights clause, the term “‘means’ refers to any
6 instrumentality, including an agent, tool, device, measure, plan or policy used by an agency
7 for the accomplishing of furthering of the performance of its work. ‘Method’ refers to the way
8 in which an agency performs its work.” *American Federation of State County and Municipal*
9 *Employees and Library of Congress*, 19 F.L.R.A. 1180, 1181 (1985) (internal citations
10 omitted). This definition encompasses employee dress codes, a point which has been
11 emphasized on multiple occasions by the Federal Labor Relations Authority and the courts.

12 2. *FLRA and reviewing courts agree that employee dress code is a reserved*
13 *government right.*

14 When confronting the issue of employee dress code, the FLRA has held that employee
15 dress code is squarely within the statutory meaning of the “method and means” by which a
16 public employer performs its work. *United States DOJ, Kennedy Ctr., Fed. Corr. Inst., Bureau*
17 *of Prisons*, 29 F.L.R.A. 1471, 1486 (F.L.R.A. Nov. 6, 1987); *Nat'l Treasury Emps. Union*, 8
18 F.L.R.A. 3, 3-4 (1982) (addressing uniform requirements for personnel that perform vehicle
19 inspections).

20 Courts that have reviewed FLRA decisions on dress code have likewise concurred that
21 the topic of employee dress code is a “method and means of performing work” and therefore
22 a reserved government right that is not subject to mandatory bargaining. *N.Y. Council v. Fed.*
23 *Lab. Rels. Auth.*, 757 F.2d 502 (2d. Cir. 1985); *Am. Fed'n of Gov't Emps., AFL-CIO, Loc. 2441*
24 *v. Fed. Lab. Rels. Auth.*, 864 F.2d 178, 179 (D.C. Cir. 1988) (Bureau of Prisons decision to
25 require guards to wear neckties and blazers was within the “methods and means” language of
26 the government rights clause such that the dress code change was not a mandatory subject of
27 bargaining); *I.N.S. v. Fed. Lab. Rels. Auth.*, 855 F.2d 1454, 1465 (9th Cir. 1988) (“We
28 conclude that the inclusion of the management rights section in the Act was intended to allow

1 agencies such as the INS to govern the appearance of their public contact employees.”); *U.S.*
2 *Dep’t of Just., I.N.S. v. Fed. Lab. Rels. Auth.*, 881 F.2d 636 (9th Cir. 1989).

3 As the statutory language in Chapter 288 is the same, and was deliberately modeled on
4 the federal language, the Board should likewise follow the same rationale and reach the same
5 conclusion in this case. The employee dress code is undeniably part of the “method” and
6 “means” that is specifically reserved to government employers in NRS 288.150(3)(c)(4).

7 It is immaterial whether the NLRB has ruled on dress code as a mandatory subject of
8 bargaining because the NLRA has no government rights section and Chapter 288 is emphatic
9 on the point that there is no requirement to negotiate a government right. Not only is this stated
10 in NRS 288.150(3) when it identifies that certain rights are reserved “without negotiation,” the
11 non-negotiation standard is also repeated twice more in subsection 12, which states “**this**
12 **chapter does not require the local government employer to negotiate subject matters**
13 **enumerated in subsection 3** which are outside the scope of mandatory bargaining.” NRS
14 288.150(12) (emphasis added). And lest there be any confusion the statute again repeats that
15 “[t]he local government employer shall discuss subject matters outside the scope of mandatory
16 bargaining but it **is not required to negotiate those matters.**” *Id.* (emphasis added).

17 The legislature could not have been more clear - there is no requirement at all to
18 negotiate a subject which is a reserved government right.

19 *3. There is no significant relationship analysis here.*

20 The point that a dress code is a government right for which there is no requirement to
21 negotiate is the end of the line.

22 The Board has, at times, considered topics to be subject to mandatory bargaining if
23 there is a direct and significant relationship to one of the statutorily enumerated subjects of
24 NRS 288.150(2). But the significant relationship analysis does not apply to a topic that falls
25 within the statutory government rights that are set forth in NRS 288.150(3). The government
26 rights stated in subsection 3 are reserved to a public employer “without negotiation.” NRS
27 288.150(3). This is further solidified by NAC 288.100(1), which directs the proper use of the
28 significantly related test and states that if a subject is reserved to a local government employer

1 under NRS 288.150(3), then there is no obligation to bargain, irrespective of whether the topic
2 might be “significantly related” to a mandatory subject.

3 Thus, to the extent JJSA argues that there is a direct and significant relationship between
4 employee dress code and an enumerated NRS 288.150(2) subject, the Board should not
5 consider the relationship. Rather, when a proposed subject is reserved to the government
6 employer without negotiation, the inquiry ends there.

7 **C. JJSA Cannot Show Any Other Violation of NRS Chapter 288.**

8 The second dimension of JJSA’s complaint concerns the generic phrase “union
9 busting.” It is difficult to respond to this allegation because it is a vague and undefined term.
10 Parties to an administrative proceeding are entitled to adequate notice that furnishes them with
11 an adequate opportunity to prepare for a hearing. *Coury v. Whittlesea-Bell Luxury Limousine*,
12 102 Nev. 302, 308, 721 P.2d 375, 378 (1986). The conclusory allegations in the complaint
13 coupled with the non-descript allegation of “union busting” does not meet this threshold.

14 Although there is no assigned meaning to the term “union busting” it has been treated
15 as synonymous with interfering with a union’s organization or administration in *Liberty Cnty.*
16 *Officers Ass’n v. Stewart*, 903 F. Supp. 1046, 1052 (E.D. Tex. 1995). This appears to be the
17 sense in which JJSA is using the term here and therefore this dimension of the case should be
18 treated as an allegation that the County violated NRS 288.270(1)(b). A prohibited labor
19 practice claim under subsection (1)(b) ultimately must rest on a showing by the complainant
20 that the employees’ free choice in the assertion of demands is stifled by the degree of employer
21 involvement. See *Nye County Law Enforcement Assoc. v Nye County*, Item No. 872, EMRB
22 Case No. 2020-025, n.9 (2021).

23 The factual allegation in the complaint centers on an alleged conversation between
24 Department Director John Munoz and JJSA President Tina Kohl about how present union
25 support for the dress code changes could be converted to a favorable adjustment to the uniform
26 allowance in a future bargaining session. This would not constitute interference. Give-and-
27 take between an employer and union is encouraged by the Act; not penalized by it. Even if
28

1 JJSA proves this conversation, it would not amount to a showing of interference under NRS
2 288.270(1)(b).

3 **D. The Board Should Not Interpret the Parties' CBA Without a Statutory**
4 **Basis for Doing So**

5 This Board's prior order of July 13, 2026 indicates that there are questions regarding
6 the interpretation of Article 32 of the parties' agreement. It is not clear how this fits in to the
7 "union busting" allegation or why an interpretation would be an issue in this case. This Board
8 has previously held that it does not have authority to interpret an agreement except as necessary
9 to resolve a prohibited labor practice charge. E.g. *Clark County Classroom Teachers Assoc. v*
10 *Clark County School Dist.*, Item No. 130, EMRB Case No. A1-045351 (1982). It should not
11 do so here because an interpretation of the agreement bears no apparent relation to the
12 purported allegations here.

13 **IV. LIST OF POSSIBLE WITNESSES**

- 14 1. Any witness identified by complainant.
15 2. Tina Kohl

16 The following witnesses are c/o
17 Scott Davis, Deputy District Attorney
18 500 South Grand Central Parkway
Las Vegas, Nevada 89155

- 19 3. John Munoz
20 4. Danilo Chavarria
21 5. Alfred Kermode

22 **V. ESTIMATE OF TIME**

23 1 day.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **VI. STATEMENT REQUIRED BY NAC 288.250(1)(C)**

2 The County is not aware of any other proceeding related to this subject of this case.

3 DATED this 27th day of July, 2026.

4 STEVEN B. WOLFSON
5 DISTRICT ATTORNEY

6 By: /s/ Olivia Denué
7 OLIVIA DENUÉ
8 Deputy District Attorney
9 State Bar No. 16842
10 SCOTT DAVIS
11 Deputy District Attorney
12 State Bar No. 10019
13 500 South Grand Central Pkwy. 5th Flr.
14 Las Vegas, Nevada 89155-2215
15 Attorney for Clark County
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF ELECTRONIC SERVICE**

2 I hereby certify that I am an employee of the Office of the Clark County District
3 Attorney and that on this 27th day of July, 2026, I served a true and correct copy of the
4 foregoing, by e-mailing the same to the following recipients. Service of the foregoing
5 document by e-mail is in place of service via the United States Postal Service.

6 Adam Garth, Esq.
7 GORDAN REES SCÜLLY MANSUKHANI
8 300 South Fourth Street, Suite 1550
9 Las Vegas, NV 89101
10 agarth@grsm.com
11 Attorney for Complainants

12 Andrew Regenbaum, J.D.
13 NEVADA ASSOCIATION OF PUBLIC SAFETY OFFICERS
14 145 Panama Street
15 Henderson, NV 89015
16 andrew@napso.net
17 Representative for Complainants

18 /s/ Matilda Sanchez
19 An Employee of the Clark County District
20 Attorney's Office – Civil Division
21
22
23
24
25
26
27
28