

1 **ORDR**

2  
3 **DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**

5 NEVADA SERVICE EMPLOYEES  
UNION,

6 Petitioner,

7 vs.

8 SOUTHERN NEVADA HEALTH  
9 DISTRICT, a subsidiary of the State Board  
10 of Health of the State of Nevada; and THE  
GOVERNMENT-EMPLOYEE  
MANAGEMENT RELATIONS BOARD,

11 Respondents.

CASE NO.: A-24-908621-P  
DEPT. NO.: 3

**ORDER REGARDING PETITION FOR  
JUDICIAL REVIEW**

12  
13 The decision on the Petition for Judicial Review came before the Court on the March 19, 2026  
14 Chamber Calendar. On March 6, 2026, the Court heard arguments of counsel and took the matter  
15 under advisement. On March 10, 2026, pursuant to Comment 5 of Nevada Code of Judicial Conduct  
16 Canon 2, Rule 2.11, the Court disclosed information that the parties or counsel might have reasonably  
17 considered relevant to a possible motion for disqualification. Thereafter, all parties advised the Court  
18 that they did not intend to seek disqualification and there was no conflict with the Court issuing a  
19 decision in this matter. Having fully reviewed the Petition, Petitioner's Opening Memorandum of  
20 Points & Authorities, Respondent Southern Nevada Health District's Answering Memorandum of  
21 Points & Authorities, Petitioner's Reply, and the Administrative Record, the Court finds as follows:

22 Petitioner Nevada Service Employees Union (Union) filed the instant Petition and requests that  
23 the Court reverse the declaratory order issued by the Government Employee-Management Relations  
24 Board (Board) on November 21, 2024. *See* Board Decision (Exh. 1 to Petition). Under NAC 288.380,  
25 a declaratory order discusses the applicability or interpretation of any statutory provision or of any  
26 regulation or decision of the Board. The specific questions before the Board were: (1) whether the  
27 Southern Nevada Health District (SNHD) had a duty to disclose information relating to certain  
28 grievances and (2) whether the failure to provide requested information under NRS 288.180 or NRS  
288.270(1)(e) constitutes either a unilateral change in the terms or conditions of employment or a

1 breach of the duty to bargain in good faith under NRS 288.032, Chapter 288 generally, and *Douglas*  
2 *County Professional Education Association and Douglas County Support Staff Organization vs.*  
3 *Douglas County School District*, Case No. A1-046008, Item No. 755A (EMRB, May 3, 2012.). *See*  
4 Board Decision. The District Court is required to give considerable deference to the Board’s rulings  
5 and cannot substitute its judgment for the Board. *Truckee Meadows v. Int’l Firefighters*, 109 Nev. 367,  
6 369, 849 P.2d 343, 345 (1993); *see also* NRS 233B.135.

7         The Board made several factual findings and conclusions of law in its order. The Board  
8 determined that the SNHD was not required to disclose the requested information related to  
9 promotions because promotions are a management right under NRS 288.150(3) as opposed to a  
10 mandatory subject of bargaining. *Id.* The Board also found that the SNHD was not required to disclose  
11 the requested information related to promotions under the Collective Bargaining Agreement (CBA).  
12 *Id.* The Board further concluded that the SNHD appropriately refused to disclose the requested  
13 information pertaining to disciplinary grievances. *Id.* In accordance with its own precedent, the Board  
14 balanced the SNHD’s duty to provide the requested information pursuant to NRS 288.270 against the  
15 Union’s interest in obtaining the information. *See Douglas County Professional Education Assoc., et*  
16 *al. v. Douglas County School District*, EMRB Case No. A1-046008, Item No. 755A (May 3, 2012)  
17 (concluding that the obligation to disclose information pursuant to NRS 288.270(1)(e) depends on the  
18 facts of each case and that the Board balances the needs of the party requesting the information against  
19 the interest of the party refusing to disclose the information). Finally, the Board determined that the  
20 Union’s interest in the information did not outweigh the SNHD’s concerns about disclosing the  
21 information. *Id.*

22         The questions before this Court are as follows: (1) whether due process requires government  
23 employers to disclose requested information in connection with disciplinary grievances and (2)  
24 whether the Board improperly concluded that promotions are a management right and therefore not  
25 subject to the grievance process. The Union contends that the SNHD had a duty to disclose the  
26 information it requested related to disciplinary grievances. The Union further asserts that the Board  
27 did not consider due process in deciding that the SNHD was justified in withholding the requested  
28 information for the disciplinary grievance. Due process “requires notice and an opportunity to be

1 heard.” *Sec’y of State v. Wendland*, 140 Nev. Adv. Op. 64, 558 P.3d 1199, 1207 (Nev. App. 2024).  
2 With regard to the facts of the case presented to the Board related to the disciplinary grievance, the  
3 SNHD provided Tina Gilliam with notice of the allegations against her. Exh. 14, Transcript of  
4 Proceedings (TOP), p. 334. The SNHD also informed the Union that it refused to disclose the  
5 information to protect the safety and well-being of other employees and because the CBA does not  
6 require disclosures. Exh. 15, TOP, p. 337. While the allegations may not have been specific, the date  
7 and description of the behavior were sufficient to place Tina Gilliam on notice of the concerns  
8 regarding her behavior. Exh. 14, TOP, p. 334. Tina Gilliam also had a meaningful opportunity to  
9 respond to the Final Written Warning. The Board reviewed the evidence and determined that the  
10 balancing test outlined in *Douglas* applied to the instant case. In applying that test, the Board found  
11 that the information sought by the Union, “regarding the disciplinary grievances is not required to be  
12 disclosed under the facts and circumstances presented to the Board.” Exh. 1 to Petition. The Board  
13 also correctly concluded that an employer’s obligation to disclose information depends on the “facts  
14 and circumstances regarding a particular request.” *Id.* The Court notes that neither party, in oral  
15 argument or in papers filed, has suggested that the *Douglas* balancing test be set aside. The Board  
16 appropriately considered the notions of due process and its decision declining to order SNHD to  
17 disclose information related to the disciplinary grievance is supported by substantial evidence.

18       Next, the Union challenges the Board’s finding that promotions are a management right and  
19 not subject to mandatory bargaining. Based on that finding, the Board concluded that government  
20 employers have no obligation to disclose information related to promotions. The Union asserts that,  
21 because promotions are not a management right and can be grieved under the CBA, that the SNHD  
22 has a duty to disclose information related to promotions.

23       It is well-settled that when a statute is clear on its face, courts are confined to the language in  
24 the statute. *Urias v. First Judicial Dist. Court*, 141 Nev. Adv., Op. 24, 568 P.3d 576, 579 (2025). The  
25 Nevada Supreme Court has stressed that the omission of a word should be understood as an exclusion.  
26 *Id.* at 581 (citations omitted). Here, NRS 288.150(3)(a) states, “[e]xcept as otherwise provided in  
27 paragraph (u) of subsection 2, the right to hire, direct, assign or transfer an employee, but excluding  
28 the right to assign or transfer an employee as a form of discipline” are reserved to the local government

1 employer without negotiation. Promotion is not listed under NRS 288.150(3)(a). Rather, the  
2 Legislature used specific terms to identify the actions that are reserved to the government employer.  
3 The Court finds that the plain language of NRS 288.150(3)(a) excludes the term promotion as a  
4 managerial right.

5 The Court further notes that the term promote is used elsewhere in Chapter 288, particularly  
6 under the Local Government Employers section. NRS 288.138 defines “[s]upervisory employee” as a  
7 person with the authority to “hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward  
8 or discipline other employees....” A review of the legislative history to the 1975 amendment also  
9 suggests that the term promote or promotion was purposely excluded when the Legislature amended  
10 NRS 288.150(3). The legislative history is devoid of any discussions related to promotions.

11 Additionally, the Nevada Supreme Court has held that even if a subject is not listed under NRS  
12 288.150(2) as an issue subject to mandatory bargaining, it may still be considered a subject of  
13 mandatory bargaining, “if it bears a ‘significant relationship’ to wages, hours, and working  
14 conditions.” *Truckee Meadows Fire Prot. Dist. v. Int’l Ass’n of Fighters, Local 2487*, 109 Nev. 367,  
15 371, 849 P.2d 343, 346 (1993). As the CBA states, promotions impact a person’s salary and working  
16 conditions. Exh. 1, TOP, p. 262. While promotion is not listed as a mandatory subject of bargaining  
17 under NRS 288.150(2), because promotions bear a significant relationship to wages, hours, and  
18 working conditions, they may still be considered a subject of mandatory bargaining.

19 The Board’s inclusion of promotion into the statute is too broad of an interpretation. As such,  
20 the Board erred in interpreting NRS 288.150(3)(a) to include the term promotion. To the extent that a  
21 CBA allows for grievances related to promotions, a government employer must process those  
22 grievances in accordance with the controlling CBA and NRS 288.

23 The Union could properly file a grievance under Article 18 – Vacancies. While the SNHD has  
24 the exclusive right to decide whether or not to fill a vacancy or make a reassignment, the only other  
25 exclusion related to promotions is whether the SNHD decides to promote from within or open the  
26 listing to the public. Exh. 1, TOP, p. 277. The CBA acknowledges that a promotion is a way to fill a  
27 vacancy and in this case, the Union informed the SNHD that it was filing a grievance pursuant to  
28 Article 18, subsection 11. Exh. 9, TOP, pp. 322-23.

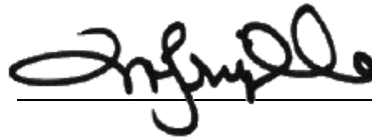
1 As stated above, the Board's findings as to the disciplinary grievance are supported by  
2 substantial evidence and the decision was not arbitrary or capricious or affected by other error of law.  
3 However, the Board violated a statutory provision when it decided that promotions are a management  
4 right.

5 **ORDER**

6 Therefore, COURT ORDERS that the Petition for Judicial Review is hereby **GRANTED in**  
7 **PART** and **DENIED in PART**.

8 The COURT FURTHER ORDERS that the Board's decision as it relates to the disciplinary  
9 grievance is hereby **AFFIRMED**, and the decision as it relates to promotions is hereby **REVERSED**.

10  
11 Dated this 14th day of May, 2026

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14 **7A0 F2B 0CC2 A74E**  
15 **Monica Trujillo**  
16 **District Court Judge**

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

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5		
6	In the Matter of the Petition of	CASE NO: A-24-908621-P
7	Nevada Service Employees	DEPT. NO. Department 3
8	Union	

9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District  
12 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

13 Service Date: 5/14/2026

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