



1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 This case arises not from any unlawful conduct by CCWRD or the Water  
4 Reclamation District Employees Association (“Association”), but from the Union’s  
5 dissatisfaction with the outcome of a lawful push by Union members to choose the  
6 Association as their employee organization. CCWRD and the Union are parties to two  
7 Collective Bargaining Agreements. On December 9, 2025, the Union filed the instant  
8 Complaint against CCWRD and the Association alleging prohibited practices under NRS  
9 § 288.270 and NRS § 288.280. The allegations made in the Complaint against CCWRD  
10 advance two theories: (1) that CCWRD unlawfully assisted in the creation of the  
11 Association comprised of CCWRD’s supervisory bargaining unit; and (2) that CCWRD  
12 unlawfully refused to bargain over a classification and compensation study (the “Study”).

13 Both theories fail. As to the first theory, CCWRD and its management have  
14 remained wholly uninvolved in the formation of the Association and its activities. Indeed,  
15 even taken at face value, the Complaint fails to allege unlawful assistance. At most, the  
16 Complaint alleges objectively neutral administrative or ministerial conduct by CCWRD,  
17 which cannot plausibly be deemed unlawful assistance under NRS Chapter 288. As to  
18 the second theory, the Complaint’s allegations concerning the Study are not merely  
19 unsupported; they are objectively false. The assertion that the Study has not been  
20 implemented, or that CCWRD “willfully refused to bargain” over its implementation, is  
21 belied by the undisputed sequence of events. First, the Union was explicitly given  
22 advance notice and opportunity to bargain over the Study’s results before they were  
23 implemented. Second, as can be easily confirmed by members within the Union who  
24 were directly involved in the process (namely, Union Contract Representative, Brenda  
25 Marzan and the Union’s bargaining team), the Union’s and CCWRD’s bargaining teams  
26 met on November 13, 2025, to discuss the Study. Further, the Union raised questions  
27 about the Study’s recommendations which were addressed by CCWRD on November 13,  
28 2025. Finally, the Study was advanced to CCWRD’s Board of Trustees for

1 implementation only after all discussions with the Union were concluded. CCWRD's  
2 Board of Trustees approved the adoption and implementation of the Study in a public  
3 meeting on November 18, 2025. *See* Declaration of Brenda Pappas, attached as **Exhibit**  
4 **1**, and Excerpts from the Agenda for CCWRD's Board of Trustees dated November 18,  
5 2025, attached as **Exhibit A to Exhibit 1**.

6 Because the Union's claims contradict the undisputed facts and lack any legal or  
7 factual basis, the Complaint should be dismissed in its entirety.

## 8 **II. STATEMENT OF FACTS**

9 The crux of the allegations in the Complaint regarding unlawful assistance centers  
10 around CCWRD allegedly providing the Association a meeting room and paying  
11 employees to attend meetings with the Association. Compl. ¶¶ 29-35. However, both  
12 assertions are incorrect. It is routine for CCWRD employees to request use of conference  
13 rooms for various meetings, without regard to the topic of the meeting. Such requests are  
14 not passed through CCWRD's management, and are routinely processed by an  
15 administrative assistant, Jolene Bradley. **Ex. A** at ¶¶ 3-4. This process is purely  
16 administrative, automatic, and content-neutral. Therefore, when an October 7, 2025  
17 conference room request was submitted by Johnny Alhwayek, Ms. Bradley simply  
18 checked the conference room's availability and approved the request, as is standard  
19 practice. **Ex. A** at ¶¶ 3-4. She was not tasked with, nor did she or any management  
20 review, the subject matter of conference room requests (including the one at issue here).  
21 **Ex. A** at ¶¶ 3-4. CCWRD does not monitor the content of every email or conference  
22 room request; the only relevant information for approval is whether the room is available.<sup>1</sup>  
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24 <sup>1</sup> Nothing in NRS Chapter 288 or NAC Chapter 288 bars the Board from considering an exhibit attached  
25 to a motion. The NAC sections dealing with the complaint (NAC 288.200) and answer (NAC 288.220)  
26 expressly prohibit attaching exhibits to an answer or complaint. Yet the NAC sections dealing with a  
27 motion (NAC 288.231 and 288.240) do not mention a limitation on attaching exhibits. Where, as here, the  
28 Union's Complaint is based on unsupported factual allegations, it is both reasonable and appropriate for  
the Board to consider the attached exhibits in evaluating the sufficiency of the Complaint on a motion to  
dismiss. Courts' ruling on motions to dismiss pursuant to Civil Procedure Rule 12 follow this commonsense  
approach. *See Beddall v. State St. Bank & Tr. Co.*, 137 F.3d 12, 16-17 (1st Cir. 1998) (providing that, with  
respect to a motion to dismiss, the court could consider an agreement that the complaint discussed, that was  
in the record, and that the parties did not contest as being unauthentic); *Branch v. Tunnell*, 14 F.3d 449,  
454 (9th Cir. 1994) ("[D]ocuments whose contents are alleged in a complaint and whose authenticity no

1 See **Ex. A** at ¶¶ 3-4; Excerpt of transcript of the October 15, 2025, meeting (audio at  
2 17:17–22:30), attached as **Exhibit B to Ex. 1** (hereinafter referred to as “**Ex. 1-B**”).

3 The October 7, 2025, meeting requested the use of the conference room from  
4 11:05 a.m. to 12:30 p.m., during the usual District lunch hours. No employees were paid  
5 by CCWRD to attend the October 7, 2025, meeting. In fact, CCWRD’s management was  
6 unaware that the conference room was used for anything other than a usual District  
7 meeting until the issue was raised at the October 15, 2025, Labor Management and Safety  
8 Committee meeting. See **Ex. 1** at ¶ 5 & **Ex. 1-B**. To the extent CCWRD’s electronic  
9 communications system was used to organize or promote this meeting in advance,  
10 CCWRD was similarly unaware of such use prior to the issue being raised on October  
11 15, 2025. **Ex. A** at ¶ 6 & **Ex. 1-B**. In short, CCWRD had no knowledge of the meeting’s  
12 purpose, content, or organization until after the fact.

13 Upon learning of the meeting’s alleged purpose, CCWRD’s management  
14 promptly contacted the organizers, Johnny Alhwayek and James Eaton, to discuss the  
15 situation further. Mr. Eaton confirmed that he was the meeting’s organizer, that the  
16 purpose was to discuss District-related matters (although the discussion did include  
17 union-related topics), that the specific hours were chosen to allow employees to attend  
18 during their lunch hour, and that CCWRD had no prior knowledge of the meeting’s  
19 subject matter or purpose. See Statement of James Eaton, attached as **Exhibit C to Ex. 1**  
20 (hereinafter referred to as “**Ex. 1-C**”). Mr. Eaton added that, aside from himself and  
21 Mr. Alhwayek, it did not appear that anyone else attended the meeting for longer than  
22 their 30-minute unpaid lunch break. See **Ex. 1-C**. It would be a violation of District  
23 policy to use District time to attend a meeting not related to District business. See Paid  
24 Time Off Policy attached as **Exhibit E to Ex. 1** (hereinafter referred to as “**Ex. 1-E**”).  
25 Once CCWRD became aware of the issue, it immediately enforced its policies and  
26

27 party questions, but which are not physically attached to the pleading, may be considered in ruling on a  
28 Rule 12(b)(6) motion to dismiss.”), overruled on other grounds by *Galbraith v. County of Santa Clara*,  
307 F.3d 1119, 1125–26 (9th Cir. 2002); *Greene v. Eighth Jud. Dist. Court*, 115 Nev. 391, 393, 990 P.2d  
184, 185 (1999) (providing that federal court interpretations of the Federal Rules of Civil Procedure are  
persuasive authority).

1 required corrective action. To ensure compliance, the organizers agreed to make an  
2 announcement reminding attendees that any time spent in the meeting beyond their lunch  
3 period would need to be taken as personal/vacation time and adjusted accordingly. **Ex.**  
4 **1-C.** Consistent with this, any time spent in the meeting on District time was converted  
5 to paid time off (“PTO”) by requesting the time be taken as Vacation. *See* Time  
6 Adjustments, attached as **Exhibit D to Ex. 1 (hereinafter referred to as “Ex. 1-D”)**.  
7 Vacation/PTO can be used for any purpose. **Ex. 1 at ¶¶ 9.** The Complaint does not allege  
8 that CCWRD had any prior knowledge of the purpose of, or discussions during, the  
9 meeting, nor any prior knowledge of employees’ unauthorized use of District time to  
10 attend the meeting. However, the evidence does show that CCWRD acted promptly and  
11 appropriately once it became aware. **Ex. 1 at ¶¶ 9-10.**

12 The Complaint’s second theory, concerning the implementation of the Study, is  
13 similarly unsupported by the facts. On November 6, 2025, CCWRD’s Deputy General  
14 Manager provided explicit advance notice to the Union’s representative, seeking to  
15 schedule a meeting to discuss the Study and affording the Union an opportunity to bargain  
16 over its results. *See* Email from Brenda Pappas to Brenda Marzan, attached as **Exhibit F**  
17 **to Ex. 1 (hereinafter referred to as “Ex. 1-F”)**. On November 13, 2025, representatives  
18 of the Union and CCWRD’s bargaining team met to discuss the Study, and CCWRD  
19 addressed questions raised by the Union about the Study’s recommendations. *See* Class  
20 and Comp Study Correspondence dated Nov. 12, 2025, attached as **Exhibit G to Ex. 1**  
21 **(hereinafter referred to as “Ex. 1-G”)**. After the meeting, the Study was advanced to  
22 CCWRD’s Board of Trustees for implementation. **Ex. 1-A.** Finally, as is public record,  
23 CCWRD’s Board of Trustees approved the adoption and implementation of the Study on  
24 November 18, 2025. **Ex. 1-A.** Thus, the Union was notified, consulted, and afforded the  
25 opportunity to bargain before implementation occurred. The Union fully supported the  
26 advancement of the Study to the CCWRD’s Board of Trustees.

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1 The Union filed the instant Complaint against CCWRD and the Association on  
2 December 9, 2025, alleging prohibited practices under Nevada law. Those allegations,  
3 however, are contradicted by the documented sequence of events.

4 **III. ARGUMENT**

5 **A. Applicable Standard Of Review.**

6 The EMRB may dismiss a matter for lack of probable cause under NAC  
7 288.375(1). *Thomas D. Richards v. Police Managers and Supervisors Association*, Case  
8 No. A1-046094, Item No. 788 (EMRB, August 19, 2013). NAC 288.200 requires that a  
9 Complaint contain a “clear and concise statement of the facts constituting the alleged  
10 practice sufficient to raise a justiciable controversy under Chapter 288.” If there is a lack  
11 of sufficient facts to give rise to a justiciable controversy, there is also a lack of probable  
12 cause. *Adonis Valentin v. Clark Co. Public Works*, Case No. A1-046010, Item No. 762  
13 (EMRB, July 1, 2011); *Teresa Daniel, Ida Sierra, Marguis Lewis. Aaron Lee, Andrew D.*  
14 *Gasca, Kevin Cervantes, Luther J. Soto, Beverly Abram, Latrice Banks, Denise Mayfield,*  
15 *Linda Korschinowski, Charleen Davis-Shaw, David M. Shaw, Argretta O. Hutson, et al.*  
16 *v. Education Support Employees Association*, Case No. A1-046028, Item No. 767  
17 (EMRB, October 21, 2011); *Sherman Willoughby v. Clark County; Hum. Res./Real Prop.*  
18 *Mgmt.*, Case No. A1-046030, Item No. 769 (EMRB, October 31, 2011). Therefore, if,  
19 after reviewing all alleged facts, the Complaint does not set forth a clear and concise  
20 statement sufficient to establish probable cause, dismissal is appropriate under NAC 288.

21 **B. The Complaint Identifies No Conduct Beyond Ministerial Aid**  
22 **and Therefore Fails to State Unlawful Assistance Under NRS §**  
23 **288.270.**

24 The Union’s Complaint alleges that CCWRD engaged in prohibited practices  
25 under NRS §§ 288.270(1)(a), (b), and (c) by allowing the Association to use CCWRD’s  
26 conference room and electronic communication system for organizing meetings, and by  
27 allegedly paying employees to attend those meetings. Compl. ¶¶ 29-35. Of these  
28 allegations, only paying employees to attend a rival union’s meeting, if it occurred (which  
it did not), could plausibly constitute substantive support in violation of the Employee

1 Management Relations Act (the “Act”). The District has reviewed its payroll records and  
2 no employees were paid to attend the meeting on November 7, 2025. *See Ex. 1 at ¶ 8.*  
3 The meeting was scheduled to coincide with the unpaid lunch periods of employees, and  
4 where time was mistakenly recorded as work time, it was promptly corrected to reflect  
5 appropriate time off. **Ex. 1-D.** Inadvertent recording of work time due to the employees’  
6 failure to properly clock out (when immediately corrected by Management upon  
7 discovery of the error) does not constitute unlawful assistance.

8 The remaining allegations—*i.e.*, use of facilities and communication systems—  
9 fall within the category of permissible ministerial aid under both EMRB and National  
10 Labor Relations Board (“NLRB”) precedent.

11 The EMRB has consistently recognized that employer conduct crosses the line  
12 into prohibited assistance or interference **only when it goes beyond neutral,**  
13 **administrative, or ministerial acts.** For example, in *Nevada Classified School*  
14 *Employees Association, AFT/PSRP, Local 6181, AFL-CIO v. Truckee-Carson Irrigation*  
15 *District*, Case No. A1-045895, Item No. 647B, (EMRB, March 31, 2009), the Board  
16 found a violation where the employer actively supported the formation of a rival group,  
17 ceased dues deductions for the original union, and recognized the rival group without  
18 proper withdrawal of recognition. These actions directly facilitated the rival’s formation  
19 and undermined the original union’s status. Similarly, in *Water Employees Association*  
20 *v. Board of Directors, Las Vegas Valley Water District*, Case No. A1-045418, Item No.  
21 204, (EMRB, February 16, 1988), the Board found prohibited practices where the  
22 employer’s conduct—including threats, resistance to negotiations, and stalling tactics—  
23 demonstrated a clear intent to interfere with the union’s ability to represent its members.  
24 By contrast, in *Stationary Engineers, Local 39 v. Airport Auth. of Washoe County*, Case  
25 No. A1-045349, Item No. 133 (February 16, 1982), the Board declined to find a violation  
26 where the employer’s actions were based on employee petitions and did not reflect any  
27 improper interference or support.

28

1           In cases similar to the facts at issue in this case, the NLRB recognized that neutral,  
2 administrative, or ministerial acts, including routine processing or use of facilities, do not  
3 constitute unlawful support or interference. The Nevada Supreme Court has  
4 acknowledged that NLRB decisions have been helpful to the Board when interpreting and  
5 applying Chapter 288. *Truckee Meadows v. Int'l Firefighters*, 109 Nev. 367, 375 (1993).  
6 It is especially appropriate here where the relevant NLRA prohibitions are nearly  
7 identical to the prohibitions under NRS 288. *Compare* NLRA Section 8(a)(1) and (3);  
8 (29 USC § 158 (a)) *with* NRS § 288.270(1).

9           For example, in *Narricot Indus., L.P.*, 353 NLRB 775 (2009), the NLRB  
10 explained that only when an employer goes beyond ministerial aid and actively  
11 encourages or supports one side does a violation occur (distinguishing neutral  
12 administrative acts from conduct “aimed specifically at causing employee disaffection”).  
13 Similarly, in *Ernst Home Centers, Inc.*, 308 NLRB 848 (1992), the NLRB held that an  
14 employer’s compliance with an employee’s request for petition language—without  
15 more—constituted only ministerial aid and did not violate Section 8(a)(1) of the National  
16 Labor Relations Act.

17           Here, CCWRD’s lending of its e-mail system and conference room for the  
18 meeting constitutes nothing more than ministerial aid. The evidence shows that CCWRD  
19 was not even aware of the purpose of the meeting, nor was it aware of any e-mail  
20 communications about the meeting prior to the Union bringing it to Management’s  
21 attention a week after the meeting. Management takes no part in reviewing or approving  
22 the use of conference rooms, nor does it sift through every electronic transmission to vet  
23 its contents. *See Ex. 1 at ¶¶ 3-5*. The process is simple: Jolene Bradley received the  
24 October 7, 2025 request, did not review the reason or contents of the invite (as she always  
25 does), determined the room was available, and approved the use. *See Ex. A at ¶¶ 3-4*.

26           Moreover, as established above, no employees were paid to attend this meeting;  
27 the event was scheduled during the (unpaid) lunch period; and any time inadvertently  
28

1 recorded as District work time was promptly corrected to the appropriate time off. *See*  
2 **Ex. 1 at ¶¶ 7-10, and Exs. 1-C & 1-D.**

3 Under the governing standard set forth above, routine administrative conduct—  
4 such as providing facilities and permitting use of email—is not unlawful support or  
5 interference absent evidence that the employer affirmatively encouraged, coerced, or  
6 dominated one side. *See Narricot Indus., L.P.*, 353 NLRB at  
7 776; *Earnst Home Ctrs., Inc.*, 308 NLRB at 851. As there is no evidence that CCWRD  
8 had any prior knowledge of the meeting, CCWRD cannot be said to have affirmatively  
9 encouraged or assisted the meeting in any way.

10 Accordingly, the Complaint fails to allege facts that, if proven, would establish  
11 unlawful support or interference under NRS § 288.270. At most, it alleges ministerial  
12 aid, which is insufficient as a matter of law and does not establish probable cause for a  
13 prohibited practice.

14 **C. The Union Chose Not To Pursue Further Negotiations Over The**  
15 **Study Following CCWRD’s Negotiations With The Union Over**  
16 **The Study On November 13, 2025**

17 Among the Complaint’s many unsupported allegations are several objectively  
18 false statements relating to the development and implementation of the Study conducted  
19 by a third-party industry expert. Most egregious among them is the suggestion that the  
20 Study has not been implemented and that CCWRD “willfully refused to bargain with  
21 Local 1107 concerning the implementation of the Study.” NRS § 288.270(1)(e); Compl.  
22 ¶¶ 25, 60 & 61. “A party’s conduct at the bargaining table must evidence a sincere desire  
23 to come to an agreement. The determination of whether there has been such sincerity is  
24 made by drawing inferences from conduct of the parties as a whole.” *City of Reno v. Int’l*  
25 *Ass’n of Firefighters, Local 731*, Item No. 253-A (1991), quoting *NLRB v. Ins. Agent’s*  
26 *Int’l Union*, 361 U.S. 488 (1970). The Act imposes a reciprocal duty on employers and  
27 bargaining agents to negotiate in good faith concerning the mandatory subjects of  
28 bargaining listed in NRS § 288.150. *Ed. Support Employees Ass’n v. Clark County Sch.*  
*Dist.*, Case No. A1-046113, Item No. 809, 4 (2015). The duty to bargain in good faith

1 does not require that the parties actually reach an agreement but does require that the  
2 parties approach negotiations with a sincere effort to do so. NRS § 288.150(2)(e).  
3 Adamant insistence on a bargaining position or “hard bargaining” is not enough to show  
4 bad faith bargaining. *Reno Mun. Employees Ass'n v. City of Reno*, Item No. 93 (1980).  
5 “In order to show ‘bad faith,’ a complainant must present ‘substantial evidence of fraud,  
6 deceitful action or dishonest conduct.’” *Boland v. Nevada Serv. Employees Union*, Item  
7 No. 802, at 5 (2015), quoting *Amalgamated Ass'n of St., Elec. Ry. and Motor Coach Emp.  
8 of America v. Lockridge*, 403 U.S. 274, 301 (1971).

9 Here, the Union’s allegations attempt to paint the Union’s own inaction as a  
10 statutory refusal to bargain by CCWRD. The Complaint pleads no facts establishing that  
11 CCWRD declined to meet, refused to negotiate, or implemented any changes without first  
12 engaging the Union. The record demonstrates that CCWRD fully satisfied its bargaining  
13 obligations regarding the Study. On November 6, 2025, the Union was given explicit  
14 advance notice of the Study and invited to meet and confer regarding its results. *See Ex.*  
15 **1-F**. On November 13, 2025, the Union’s Contract Representative, Brenda Marzan, and  
16 the Union met with CCWRD’s bargaining team to discuss the Study and the proposed  
17 implementation. *See Ex. 1-G*. Further, the Union raised questions about the Study’s  
18 recommendations which CCWRD answered. **Ex. 1-G**. The Union did not request any  
19 further negotiations regarding the Study or its implementation following the November  
20 13, 2025 meeting. **Ex. 1 at ¶ 13**. Rather, it was made clear by the Union and Union  
21 bargaining team that they fully supported advancing the Study to CCWRD’s Board of  
22 Trustees for approval and implementation. **Ex. 1 at ¶ 13**. In fact, it was agreed that  
23 CCWRD’s Chief Union Steward would attend the Board meeting to confirm approval  
24 and answer questions if it became necessary. **Ex. 1 at ¶ 13**. The Study was then advanced  
25 to CCWRD’s Board of Trustees for implementation only after all discussions with the  
26 Union were concluded. On November 18, 2025, CCWRD’s Board of Trustees approved  
27 the adoption and implementation of the Study. *See Ex. 1-A*.

28

1           At no point after the November 13, 2025 meeting did the Union attempt to contest  
2 the proposed implementation of the Study. The Union’s decision not to pursue additional  
3 bargaining or to propose alternative terms is not a failure to bargain by CCWRD. Rather,  
4 the evidence shows that CCWRD provided the Union with both notice and a meaningful  
5 opportunity to bargain, and that the process moved forward only after the Union had the  
6 opportunity to participate fully and approved of the Study advancing.

7           The Union’s allegations, therefore, amount to nothing more than a proverbial  
8 *muddying the waters* relative to the supervisory unit’s formation of an Association, not a  
9 violation of the duty to bargain in good faith.

10 **IV. CONCLUSION**

11           For all of the above reasons, CCWRD respectfully requests that the Board dismiss  
12 with prejudice CCWRD as a Party to the Union’s Complaint, as the Union has failed to  
13 set forth a clear and concise statement sufficient to establish probable cause against  
14 CCWRD.

15 **V. REQUEST FOR ATTORNEY’S FEES AND EXPENSES**

16           Because the Complaint’s allegations against CCWRD lack any merit whatsoever,  
17 CCWRD respectfully requests that the Union be ordered to pay CCWRD’s attorney fees  
18 and expenses incurred in defending against this action. This request is all the more  
19 appropriate given that this is not the first time the Union has filed a meritless claim against  
20 CCWRD. *See* EMRB’s Order on Respondent’s Motion to Dismiss Complaint, Item No.  
21 905, attached as **Exhibit H to Ex. 1**.

22           Before filing this Motion, CCWRD made a good-faith effort to resolve these  
23 issues without further litigation. On January 5, 2026, CCWRD sent a letter to the Union’s  
24 Counsel, Evan James, Esq., specifically addressing the unsupported and false allegations  
25 in the Complaint and requested that the Union amend its pleading accordingly. *See*  
26 CCWRD’s Letter to Evan James, Esq., attached as **Exhibit I to Ex. 1**. Voluntarily  
27 dismissing CCWRD or filing an amended Complaint would have saved CCWRD from  
28 needing to incur the fees drafting this Motion and prevented an overall waste of the

1 EMRB’s judicial resources. After receiving a response that disregarded the evidence  
2 provided to Mr. James he refused to amend or otherwise withdraw the Complaint.  
3 CCWRD now files this Motion to Dismiss and respectfully requests all appropriate relief,  
4 including an award of attorney’s fees and expenses.

5 DATED this 16<sup>th</sup> day of January 2026.

6 FISHER & PHILLIPS, LLP

7 /s Mark J. Ricciardi, Esq.  
8 MARK J. RICCIARDI, ESQ.  
9 300 South Fourth Street  
10 Suite 1500  
11 Las Vegas, Nevada 89101  
12 *Attorneys for Respondent Clark County*  
13 *Water Reclamation District*  
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**CERTIFICATE OF ELECTRONIC SERVICE**

This is to certify that on the 16<sup>th</sup> day of January 2026, the undersigned, an employee of Fisher & Phillips LLP, electronically served the foregoing **RESPONDENT CLARK COUNTY WATER RECLAMATION DISTRICT'S MOTION TO DISMISS THE NEVADA SERVICE EMPLOYEES UNION'S COMPLAINT AND REQUEST FOR ATTORNEYS' FEES AND EXPENSES** to EMRB (emrb@business.nv.gov) and the following:

EVAN L. JAMES, ESQ.  
DYLAN J. LAWTER, ESQ.  
7440 W. Sahara Avenue  
Las Vegas, NV 89117  
[elj@cjmlv.com](mailto:elj@cjmlv.com)  
[djl@cjmlv.com](mailto:djl@cjmlv.com)  
Attorneys for Complainant Nevada  
Service Employees Union

JEFFREY F. ALLEN, ESQ.  
2941 Carmelo Drive  
Henderson, NV 89052  
[jeffreyfallen@aol.com](mailto:jeffreyfallen@aol.com)  
Attorney for Respondent Water  
Reclamation District Employees  
Association

By: /s/ Darhyl Kerr  
An employee of Fisher & Phillips LLP

**NEVADA SERVICE EMPLOYEES UNION**

**v.**

**WATER RECLAMATION DISTRICT EMPLOYEES ASSOCIATION, and CLARK  
COUNTY WATER RECLAMATION DISTRICT**

**EMRB CASE NO.: 2025-028**

**RESPONDENT CCWRD'S MOTION TO DISMISS THE NEVADA SERVICE  
EMPLOYEES UNION'S COMPLAINT AND REQUEST FOR ATTORNEYS' FEES  
AND EXPENSES**

**INDEX OF EXHIBITS**

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| <b>B to 1</b>         | <b>Excerpts of Transcript from the 10.15.2025 Meeting of CCWRD's Labor Management and Safety Committee</b>                  | <b>010-014</b>     |
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| <b>G to 1</b>         | <b>Email Trail dated 11.12.2025 Regarding Meeting to Discuss Classification and Compensation Study</b>                      | <b>028-037</b>     |
| <b>H to 1</b>         | <b>EMRB's Order on Respondent's Motion to Dismiss Complaint, in EMRB Case No. 2024-030, Item No. 905 dated 12.17.2024</b>   | <b>038-045</b>     |
| <b>I to 1</b>         | <b>Letter from Mark J. Ricciardi, Esq., to Evan James, Esq., dated 01.05.2026</b>   | <b>046-049</b>     |

# **Exhibit 1:**

**Declaration of  
Brenda Pappas**

DECLARATION OF BRENDA PAPPAS

Brenda Pappas states as follows:

1. I am the Deputy General Manager of Customer Care for the Clark County Water Reclamation District (“CCWRD”) and have been in this position since March 8, 2021. I have personal knowledge of, and am competent to testify to, the facts set forth herein. I make this declaration in support of CCWRD’s Motion to Dismiss the Nevada Service Employees Union’s Complaint and Request for Attorney Fees and Expenses.

2. Appended as **Exhibit A** is a true and correct copy of the Agenda from the November 18, 2025 Meeting of the CCWRD’s Board of Trustees.

3. The process of booking a conference room is handled by CCWRD management’s administrative assistant, Jolene Bradley, as a routine administrative task. The purpose and/or contents of room reservation requests are not monitored or reviewed by Ms. Bradley as part of the booking process. So long as the request is made by an authorized employee and the space is available, the request is approved by Ms. Bradley. Management is generally not informed of the purpose of meetings. The booking is confirmed through an automated system and the calendar reservation only indicates the name of the individual who reserves the room. The purpose of the meeting is only reviewed if there is a later request to use the conference room at the same time. In the past employees have reserved the conference room for non-work related meetings such as birthday parties.

4. In this particular instance, Ms. Bradley did not review the purpose of the meeting stated in the request and only looked to see if the time slot was available. Additionally, management was not aware of the purpose of the October 7, 2025, meeting for which the room was reserved.

1           5.       Appended as **Exhibit B** are true and correct copies of excerpts from the  
2 transcript of the October 15, 2025 meeting of CCWRD’s Labor Management and  
3 Safety Committee meeting representing the audio at 17:17–22:30. This meeting was  
4 the first time CCWRD management became aware of the October 7, 2025 meeting.

5  
6           6.       While a few select individuals within CCWRD have the ability to review  
7 e-mails sent and received via its electronic communication system and servers,  
8 CCWRD does not regularly monitor, access or review the content of all e-mail  
9 communications sent among employees. CCWRD was unaware of any communications  
10 regarding the October 7th meeting prior to the October 15, 2025 meeting referenced in  
11 Paragraph 5 above.

12           7.       Appended as **Exhibit C** is a true and correct copy of an e-mail sent to  
13 me from Mr. James Eaton dated October 16, 2025.

14  
15           8.       I have reviewed the payroll records of all supervisors working on  
16 October 7, 2025 and no supervisors used regular paid work time to attend the meeting  
17 organized by Johnny Alhwayek and James Eaton.

18           9.       CCWRD’s records reflect that Mr. Alhwayek and Mr. Eaton  
19 inadvertently forgot to clock out for time spent in a non-CCWRD related meeting.  
20 When this error was discovered, both Mr. Alhwayek and Mr. Eaton submitted requests  
21 for payroll adjustments so such time would be taken as paid Vacation time. Appended  
22 as **Exhibit D** is a true and correct copy payroll adjustments for Mr. Alhwayek and Mr.  
23 Eaton. In accordance with CCWRD’s policy, paid vacation time can be taken for any  
24 reason. Appended as **Exhibit E** is a true and correct copy of CCWRD’s Paid Time Off  
25 Policy as contained within the Collective Bargaining Agreement.  
26  
27  
28

1           10.     CCWRD promptly took action to correct the misclassification of time to  
2 avoid any inadvertent payment of regular work time to employees for attending the  
3 October 7, 2025 meeting immediately upon learning of the meeting.

4           11.     Appended as **Exhibit F** is a true and correct copy of an e-mail I sent to  
5 sent to Brenda Marzan dated November 6, 2025.

6           12.     Appended as **Exhibit G** is a true and correct copy of an e-mail trail  
7 discussing scheduling a meeting to discuss the Classification and Compensation Study  
8 (hereinafter the “Study”) dated November 12, 2025.

9           13.     A meeting to discuss the Study was held on November 13, 2025 with  
10 Brenda Marzan and other representatives from the Union. At this meeting the  
11 implementation of the Study was thoroughly discussed, and management addressed  
12 several questions from the Union. At the end of the meeting, Brenda Marzan and other  
13 representatives from the Union specifically confirmed they were in support of the Study  
14 advancing to an approval by the CCWRD Board of Trustees. In fact, it was agreed that  
15 the CCWRD Chief Union Steward would (and did) attend the Board meeting to confirm  
16 approval and answer questions if it became necessary. Following this meeting, no one  
17 from the Union requested to meet and/or discuss the Study further, nor did anyone  
18 from the Union submit any further questions to management about the Study.

19           14.     Appended as **Exhibit H** is a true and correct copy of the EMRB’s Order  
20 on Respondent’s Motion to Dismiss Complaint, in *Nevada Service Employees Union v.*  
21 *Clark County Water Reclamation District*, EMRB Case No. 2024-030, EMRB Item No.  
22 905 (EMRB, Dec. 17, 2024).

23           15.     Appended as **Exhibit I** is a true and correct copy of a Letter from  
24 CCWRD’s Counsel, Mark Ricciardi, Esq. to the Union’s Counsel Evan James, Esq.,  
25  
26  
27  
28

1 dated January 5, 2026. As of the date of this Declaration, the Union has refused to  
2 amend the Complaint in this matter.

3 I declare under penalty of perjury that the foregoing is true and correct.

4 Executed on January 15, 2026.

5   
6 Brenda Pappas  
7 Brenda Pappas

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# **Exhibit A to Exhibit 1:**

**Excerpts of Agenda for  
11.18.2025 Joint Meeting of  
CCWRD's Board of Trustees  
and Clark County Board of  
Commissioners**

## SUMMARY OF FINAL ACTION

### AGENDA

#### JOINT MEETING OF THE

#### CLARK COUNTY BOARD OF COMMISSIONERS

#### MOUNT CHARLESTON FIRE PROTECTION DISTRICT BOARD OF FIRE COMMISSIONERS

#### CLARK COUNTY WATER RECLAMATION DISTRICT BOARD OF TRUSTEES AND

#### UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA BOARD OF HOSPITAL TRUSTEES

9:00 A.M. TUESDAY, NOVEMBER 18, 2025

COMMISSION CHAMBERS, GOVERNMENT CENTER

500 SOUTH GRAND CENTRAL PARKWAY

LAS VEGAS, NEVADA 89106

This meeting has been properly noticed and posted online at <https://clarkcountynv.gov/agendas> and Nevada Public Notice at <https://notice.nv.gov/> and in the following location:

CC Government Center 500 S. Grand Central Pkwy. Las Vegas, NV (Principal Office)

If you wish to speak on an item marked "For Possible Action" appearing on this agenda, please fill out a Public Comment Interest Card which is located in front of the Commission Chambers and submit the comment card to staff sitting in the Commission Chambers. If you wish to speak to the Board about items within its jurisdiction but not appearing as an "Action" item on this agenda, you must wait until the "Comments by the General Public" period listed at the end of this agenda. Comments will be limited to up to three minutes. Please step up to the speaker's podium, clearly state your name and address and please spell your last name for the record. If any member of the Board wishes to extend the length of a presentation, this will be done by the Chair, or the Board by majority vote.

- Items on the agenda may be taken out of order.
- The Board of County Commissioners, Board of Trustees, and Licensing Board may combine two or more agenda items for consideration.
- The Board of County Commissioners, Board of Trustees, and Licensing Board may remove an item from the agenda or delay discussion relating to an item at any time.

Contracts, zoning matters, or ordinances that do not comply with the County's disclosure requirement as outlined in Section 10(2) of the County Ethics Policy are subject to being voided.

The main agenda is available on Clark County's website, [ClarkCountyNV.gov](http://ClarkCountyNV.gov). For copies of agenda items and supporting backup materials, please contact Agenda Coordinator, at (702) 455-3530, Clark County Manager's Office, 500 S. Grand Central Parkway, 6th Floor, Las Vegas, Nevada 89106. This meeting will be broadcast live in the Las Vegas area. Clark County Television is available in the Las Vegas area on Channel 4/1004 on Cox cable and on CenturyLink on Channels 4 and 1004 as well as in Laughlin on Channel 14 via Suddenlink. Live streaming of CCTV programming is available at [www.ClarkCountyNV.gov](http://www.ClarkCountyNV.gov) and <https://www.youtube.com/ClarkCountyNV>. CCTV is also available in Boulder City on Channel 4 and in Moapa Valley on Digital Channel 50.3. For more information about the program schedule, please refer to <https://clarkcountynv.gov/CCTV4/> or contact CCTV Channel 4 at (702) 455-6890.

**SEC. 1. OPENING CEREMONIES**

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**SEC. 2. COMMISSIONERS' / COUNTY MANAGER'S RECOGNITION**

1. Recognize the USATF and AAU National Junior Olympic All-American Athletes.  
**ACTION: RECOGNIZED.**

ATTACHMENT: Staff Report

2. Recognize Clark County employees who have been selected as Clark County Value Champions.  
**ACTION: RECOGNIZED.**

ATTACHMENT: Staff Report

**SEC. 3. PUBLIC FORUM**

This is the first of two portions of the meeting devoted to the Public. Public comment during this portion of the agenda must be limited to matters on the agenda for action. If you wish to speak during this portion of the agenda, please fill out a Public Comment Interest Card located in front of the Commission Chambers and submit a comment card to staff sitting in the Commission Chambers. After completing and submitting a Public Comment Interest Card, please step up to the speaker's podium, clearly state your name and address, and spell your last name for the record.

3. Public Comment

**SEC. 4. AGENDA**

4. Approval of Minutes of the Regular Meeting on October 21, 2025. (For possible action)  
(Available in the County Clerk's Office, Commission Division)

**MOVED BY:** William McCurdy II

37. Approve, adopt and authorize the Chair to sign the Resolution for the Sale of Surplus Property identified as a 2014 Ford F250 Extended Cab 4x2 Truck, VEH #15755, to the Mineral County Public Works Office in accordance with NRS 334.030; and authorize the Deputy County Manager or her designee to sign the Contract of Sale Agreement; or take other action as appropriate. (For possible action)

**ACTION: APPROVED (RESOLUTION R-11-18-25-8).**

ATTACHMENT: Staff Report

ATTACHMENT: MineralCountyPubWorksSurplusres

ATTACHMENT: MineralCountyPubWorks CONTRACT OF SALE

**END CONSENT AGENDA**

**SEC. 6. ITEMS TAKEN SEPARATELY FROM CONSENT AGENDA**

**SEC. 7. PUBLIC HEARINGS - 10 AM**

38. Conduct a public hearing pursuant to NRS 288.153; and approve and authorize the General Manager to implement the Classification and Compensation Study for all employees conducted by Graves and Associates, effective the first pay period in January of 2026. (Sitting as Clark County Water Reclamation District Board of Trustees) (For possible action)

**MOVED BY:** William McCurdy II

**ACTION: APPROVED.**

**VOTE: 7**

|                    |   |
|--------------------|---|
| <b>Voting Aye:</b> | Tick Segerblom<br>William McCurdy II<br>Jim Gibson<br>Marilyn Kirkpatrick<br>Michael Naft<br>April Becker<br>Justin Jones |
| <b>Voting Nay:</b> | None  |
| <b>Absent:</b>     | None  |
| <b>Abstain:</b>    | None  |

39. Conduct a public hearing, approve, adopt, and authorize the Chair to sign an ordinance to amend Clark County Code Title 2, Chapter 2.70 to rename the Sports and Special Events Department to The Office of Sports and Special Events; revise approval requirements; establish fees; and providing for other matters properly related thereto. Commission District: All (For possible action)

**MOVED BY:** Marilyn K. Kirkpatrick

# **Exhibit B to Exhibit 1:**

**Excerpts of Transcript from the  
10.15.2025 Meeting of CCWRD's  
Labor Management and Safety  
Committee**

LMSC Meeting Transcript For 10-15-2025

00:01

**Speaker 1:** Okay. It's October 15. It's 1:30 P.M. And this is the Labor Management Safety Committee.

**Speaker 1:** So Kristin, you're here?

**Kristen:** Yes.

**Speaker 1:** Drew?

**Drew:** Yes.

**Speaker 1:** Scott, thanks for coming.

**Scott:** Yep.

**Speaker 1:** Jason?

**Jason:** present.

**Speaker 1:** Mike?

**Mike:** here.

**Speaker 1:** Okay. Regis here?

**Regis:** Here.

**Speaker 1:** Otis?

**Otis:** Here.

**Speaker 1:** I know David's not here. Willie?

**Willie:** Present.

**Speaker 1:** Safety and Security Manager?

**Safety and Security Manager:** No, I'm not here.

**Speaker 1:** Dennis?

**Dennis:** Here.

**Speaker 1:** Okay.

**Speaker 1:** We don't really have minutes on this, but we have the recording. I'm trying to remember exactly where you find that, but I know it I want to say it's under Is under where you go to

Speaker 2: But the the dates issued, let it be 9:00 A.M.

Speaker 2: Or let it be 3:00 P.M. That's till day zero. Day one is the next day. And then 1234, whatever days you have.

Speaker 6 (Brenda) Okay. Perfect.

Speaker 6 (Brenda): Yeah. Thank you.

Speaker 1: She asked me, and I said, I didn't know for sure either. I said, This sounds like a good to bring up here.

Speaker 2: Yeah.

17:15

Speaker 1: Okay. Fair treatment for union activities. All right. Let me explain on this one. All right. When we go to any of our union meetings or even like this meeting here, we clock out, we go on union leave and all that. That's fine. You know, we've asked you the rules you've told them to us, we're trying to follow.

Speaker 2: And if it wern't for Kronos, I wish this was easier that we can make this easier. But Kronos, will, if you don't clock out and then you add the union leave code, it'll try to pay you double. So and then Vicky has to go in there manually and take it out. So it's just a mess, and that's why it's truly a Kronos thing that we make, we ask you, to like leave, if you were to take 2 hours of sick during the day to go to the dentist, you punch out, you put in your leave code, schedule, and then you punch back in when you come. So it's the same concept. You're putting in a type of leave code for union business, right? So that's why we ask you to punch in and out. I just want that on the record.

Speaker 1: Yeah. I Know.

Speaker (unidentified): I know somebody who does that.

Speaker 1: And that's fine. We don't have we don't have an issue, but the reason we brought it up is there was recently a supervisor meeting where they took an hour and a half to discuss creating their own bargaining unit in this room 106/107. And as far as I know, nobody's punched out, that it's they were treated very differently than we feel, . . we're treated . . .

Speaker 2: Oh?

Speaker 1: . . . As far as I know, I mean, I don't assume you know this. This is kind of to bring to you, to bring to other people in a lot of ways. But, uh . .

Speaker 6: Do you want me to bring up the other part.

Speaker 1: Oh, it's up to you. It's up to you.

Speaker 2: That I was unaware.

**Speaker 6:** And that would also be against the contract.

**Speaker 2:** Yeah. I wasn't aware. I mean, like, when you guys need to discuss you met you know, you don't have to tell us you don't need to tell us, but we don't have to know. So I wasn't aware of this When did this happen? Do you know what day?

**Speaker 1:** It I believe it was last week on Tuesday. But I have the text here, and I'm happy to show it to you.

**Speaker 2:** Okay.

**Speaker 1:** Welcome to the first WRD Employees Association luncheon. We will be discussing what the WRD employees Association's mission is and what the plan is for supervisors at CCWRD moving forward. There will be Pizza. Please plan on attending since this meeting is going to go over several items regarding future benefits, and this is your chance to have an impact.

**Speaker 2:** This is for supervisors you said?

**Speaker 1:** Yeah.

**Speaker 2:** And do we know if they put in for the so they all get their.

**Speaker 1:** I . . . I don't know

**Speaker 2:** . . . if they put in an hour of vacation or some other leave.

**Speaker 1:** And if they would have done that, in my in my mind, at least, I'm sure Brenda is the same way. It's fair. No. We don't have a problem with that.

**Speaker 2:** Okay.

**Speaker 1:** But the question is, you know, if they're not putting in leave for a union busting meeting and we have to put it in for a union meeting where we have a contract here, I don't think it's fair at that point. And that's not me complaining about us having to put in union leave.

**Speaker 2:** Uh.

**Speaker 2:** And we just report the hours back. As you know, at the end of month, we report the hours back on how much we don't. Okay.

**Speaker 1:** I don't have the note that came with it, but it was it was written down that it was at 11:00 to 1:30.

**Speaker 3:** 11 am to 1:30 for what day, I'm sorry, again?

**Speaker 1:** This was last Tuesday, 7th

**Speaker 2:** Okay.

**Speaker 1:** Okay. I'll look I'll tell you what.

**Speaker 1:** I can just picture your a want.

**Speaker 1:** Oh. Yeah, there we go.

**Speaker 6:** Also. Also, if you guys were aware of it, it would be a violation of the contract, and we can take it to EMRB.

**Speaker 2:** I was not aware of it.

**Speaker 6:** I know, but I don't know if you know what I mean?

**Speaker 2:** Yeah, anybody else was right, right, right?

**Speaker 6:** Because that it's very clear in the contract that SEIU is the bargaining unit for both non-supervisory and supervisory and both of their contracts. So if that's happening, it could be charges.

**Speaker 2:** I understand. Okay. Okay. And you said it was in this room, right?

**Speaker 1:** Yes. So I have to assume from there that Jolene was contacted and everything too to reserve the room.

**Speaker 2:** And yeah, and I'll ask.

**Speaker 1:** I'm sorry.

**Speaker 1:** I know there's a lot of assumptions in that.

**Speaker 2:** Yeah, no, it's okay. I'll ask. And the only thing Jolene does is approve or deny based on if the room is available or not. She doesn't ask, what do you need it for and what do you need it for it? She just says, somebody already has it sorry. And also, if an administrative meeting needed to happen, some kind of town hall or something, she has the authority to keep the person out, without even knowing why. But, you know, this is kind of the room she manages for Tom. That's all. But I will look into this.

**Speaker 1:** Okay.

**Speaker 1:** And I understand that. Is the same with the Laticia D where I'm at and such. Okay. Okay. Like I said. Some of these things are bring to your attention. Maybe you'll have an answer for his when next time to meet, you know, that kind of thing. I don't expect everything to be completely fleshed out. I want to ask you.

**Speaker 2:** Yeah. What?

22:29

**Speaker 1:** Because I'm sure not going to. Okay. And the last one I have here is the union visitors and temporary badges. I this is just more of a request than anything else. I was in there with Patrick

# **Exhibit C to Exhibit 1:**

**Email from James Eaton to  
Brenda Pappas dated  
10.16.2025**

---

**From:** James Eaton <jeaton@cleanwaterteam.com>  
**Sent:** Thursday, October 16, 2025 3:25 PM  
**To:** Brenda Pappas <BPappas@cleanwaterteam.com>  
**Subject:** Meeting explanation

Brenda,

I understand that SEIU has raised a concern over managements awareness or involvement of supervisors' meetings discussing union related issues. Please note that with respect to the most recent supervisor meeting on Oct 7<sup>th</sup> I was the organizer of the meeting; to better explain the nature of the meeting I offer the following explanation. This is the third organized meeting, The purpose of these meetings was to only discuss District related matters. However, the most recent meeting did delve into Union related topics. Although the duration of the meeting was calendared for one and a half hours, that was only to make the meeting space available for people to come and go during the time period, as their lunch period allowed. Apart from myself and Johnny, no one attended the meeting for the full hour and a half. I could not say with certainty how long people stayed otherwise. To my knowledge no one in management authorized the meeting for the purposes of discussing union matters. Management has not in any way involved themselves in any of the union issues being discussed by the supervisors in the meeting. I understand that the use of district time and resources to discuss non district matters is unauthorized by district management and I will commit to avoiding any such situation moving forward. As the organizer of the meeting I have agreed to meet with other supervisors in attendance of the meeting and advise them to request leave for time that they attended the meeting and discussed non district matters beyond the 30 minutes provided for personal time/lunch. I, personally, will be submitting 30 minutes of leave time to ensure no district time was used for discussing non district matters.

Thank you,  
James Eaton



**James Eaton**

Fleet Supervisor  
Clark County Water Reclamation District  
5857 East Flamingo Road | Las Vegas | NV | 89122  
t 702-668-8316 | [cleanwaterteam.com](http://cleanwaterteam.com)

# **Exhibit D to Exhibit 1:**

**Payroll Adjustment for Johnny  
Alhwayek and James Eaton**

**ALHWAYEK, JOHNNY**

**1705**

**10/07/2025, Selected Date**

**1 Employee(s) Selected**

| <b>Date</b> | <b>Schedule</b> | <b>In</b> | <b>Out</b> | <b>Transfer</b> | <b>Pay Code</b> | <b>Amount</b> | <b>Shift</b> | <b>Daily</b> | <b>Period</b> |
|-------------|-----------------|-----------|------------|-----------------|-----------------|---------------|--------------|--------------|---------------|
| Mon 10/06   |                 |           |            |                 |                 |               |              |              |               |
| Tue 10/07 • | 7:00-16:30      | 7:00 ◊    | 11:30 ◊    |                 |                 |               |              |              |               |
|             |                 | 11:30     |            |                 | Vacation Taken  | 0.5 ◊         |              |              |               |
|             |                 | 12:00 ◊   | 16:30 ◊    |                 |                 |               | 8.5          | 9.0          | 9.0           |
| Wed 10/08   |                 |           |            |                 |                 |               |              |              |               |

---

**From:** James Eaton <jeaton@cleanwaterteam.com>  
**Sent:** Thursday, October 23, 2025 6:14 AM  
**To:** Brenda Pappas <BPappas@cleanwaterteam.com>  
**Subject:** Kronos time

Good Morning Brenda,

On October 7<sup>th</sup> I took an extended lunch and need to put in for 1/2hr. Can you please update my time accordingly?

Thank you  
James



**James Eaton**  
Fleet Supervisor  
Clark County Water Reclamation District  
5857 East Flamingo Road | Las Vegas | NV | 89122  
t 702-668-8316 | [cleanwaterteam.com](http://cleanwaterteam.com)

**EATON, JAMES G**

**1591**

**10/07/2025, Selected Date**

**1 Employee(s) Selected**

| Date        | Schedule   | In      | Out     | Transfer | Pay Code       | Amount | Shift | Daily | Period |
|-------------|------------|---------|---------|----------|----------------|--------|-------|-------|--------|
| Mon 10/06   |            |         |         |          |                |        |       |       |        |
| Tue 10/07 • | 5:00-15:30 | 4:54    | 12:00 ◊ |          |                |        |       |       |        |
|             |            | 12:00   |         |          | Vacation Taken | 0.5 ◊  |       |       |        |
|             |            | 12:30 ◊ | 15:31   |          |                |        | 9.5   | 10.0  | 10.0   |
| Wed 10/08   |            |         |         |          |                |        |       |       |        |

# **Exhibit E to Exhibit 1:**

## **CCWRD's Paid Time Off Policy**

## **ARTICLE 35 Time and Attendance**

### **Purpose**

To provide uniform guidelines and procedures for monitoring and evaluating acceptable Clark County Water Reclamation District (District) employee attendance.

### **Definitions**

#### **1. Scheduled absences**

- a. Scheduled absences occur when an employee's use of vacation leave, compensatory time off, catastrophic leave, holiday leave, court leave, military leave, leave without pay, parental leave, blood donor leave, education leave, and application/examination leave has been requested, and authorized in writing by an employee's manager or general manager's designee at least 24 hours in advance of the leave.
- b. For purposes of scheduled sick leave, advance notice is defined as, approval in writing by the employee's division manager or their designee no later than the previous work shift (shift operations), workday (m-f 5/8s), or day (relates to days off variations).
- c. Vacation requests for one (1) shift or less may be granted without the 24-hour notification requirement by the division manager or their designee.

#### **2. Unscheduled absences**

Unscheduled leave occurs when an employee is absent without appropriate prior leave approval in accordance with one (1) above.

#### **3. Tardiness**

An employee is considered tardy when the employee is not at their designated work station/site at the start of their designated shift. Tardiness of 15 minutes or more after the start of your work shift may be covered by appropriate leave, for pay purposes only, as approved by the division manager.

#### **4. Incident**

An incident is any unscheduled leave or unscheduled tardiness.

## I. Procedural guidelines

### 1. Reporting unscheduled leave

- a. Employees are required to call in prior to the start of their shift and shall notify their immediate supervisor of what leave they are requesting to take. Employees must contact their immediate supervisor at their designated district telephone extension or cell phone. Voice mail left on an employee's immediate supervisor's district extension will provide an acceptable record of employee contact.
- b. If requested vacation leave is denied by the supervisor, the employee may proceed to have the denial reviewed by the Service Center/Group manager, who will review and resolve the matter.
- c. An employee who is incapacitated and/or unable to call within the aforementioned time frame shall provide acceptable written documentation to their immediate supervisor upon their return to work.

### 2. Employee Assistance Program

An employee who feels personal problems may be contributing to an unsatisfactory attendance record may contact the Clark County Employee Assistance Program.

### 3. Acceptable leave usage

- a. Sick leave & tardiness: eight (8) or less combined unscheduled incidents.
- b. Unauthorized leave: no unauthorized leave shall be considered as acceptable leave usage. Unauthorized leave is defined as any unauthorized early departure or failure to report to work (no call, no show) and leave without pay that has not been approved by the general manager or his designee.

### 4. Incident removal process

- a. For each 30 day period (calendar days) without unscheduled leave, for the purpose of tracking incidents of unscheduled leave, the earliest incident shall be removed from an employee's leave usage spreadsheet.
- b. Payroll leave documentation will be maintained by district management as a permanent record of all employee leave requested/approved and shall serve as the basis for possible disciplinary action.

5. Progressive discipline for incidents

- a. Unscheduled sick leave and tardiness shall be tracked collectively.
- b. 8 incidents = documented coaching and counseling  
9 incidents = documented oral warning  
10 incidents = admonishment  
11 incidents = written reprimand  
12 incidents = Final written warning  
13 incidents = suspension with pay pending termination
- c. For purposes of administering progressive discipline in (b) above, employees whose incident frequency returns to an incident level requiring discipline shall progress to the next level of progressive discipline, e.g., employee reaches 9 incidents and is issued a documented oral warning then goes 30 days without an unscheduled incident which drops to 8. At the point where the employee reaches 9 incidents again, s/he is issued an admonishment.

6. An employee's attendance record over the last twelve (12) months shall be one of the factors included in a formal performance appraisal but shall not be used as the decisive factor in a salary adjustment decision unless disciplinary action has been taken.

**ARTICLE 36  
District's Substance Abuse Policy**

**POLICY ON DRUG AND ALCOHOL FREE WORKPLACE**

It is the policy of District and the Union to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as the District's valuable workforce.

While the District will be supportive of those who seek help voluntarily, the District will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

1. Guiding Principles:

There are four (4) guiding principles underlying the adoption of this policy.

They are:

- a. Education - The District and Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to

# **Exhibit F to Exhibit 1:**

**Email from Brenda Pappas to  
Brenda Marzan dated 11.06.2025**

---

**From:** Brenda Pappas  
**Sent:** Thursday, November 6, 2025 1:07 PM  
**To:** Brenda Marzan - SEIUnv <[bmarzan@seiunv.org](mailto:bmarzan@seiunv.org)>  
**Subject:** Class & Comp-Meet and Confer

Hi Brenda,  
Writing with some good news, want to see about scheduling a meeting to discuss the Class & Comp project. Please let me know some time you would be available and I will coordinate a meeting.



**Brenda Pappas**  
Deputy General Manager – Customer Care  
Clark County Water Reclamation District  
5857 East Flamingo Road | Las Vegas | NV | 89122  
t 702.668.8050 | c 702.379.0371  
[cleanwaterteam.com](http://cleanwaterteam.com)

# **Exhibit G to Exhibit 1:**

**Email Trail dated 11.12.2025  
Regarding Meeting to Discuss  
Classification and Compensation  
Study**

**From:** [Brenda Pappas](#)  
**To:** [David Stoft](#)  
**Subject:** Fw: Class & Comp Meet & Confer  
**Date:** Thursday, December 18, 2025 2:36:20 PM

---

Another email

Sent via the Samsung Galaxy S24, an AT&T 5G smartphone  
Get [Outlook for Android](#)

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**From:** Brenda Marzan - SEIUnv <BMarzan@SEIUNV.org>  
**Sent:** Wednesday, November 12, 2025 3:43:04 PM  
**To:** Brenda Pappas <BPappas@cleanwaterteam.com>  
**Subject:** Re: Class & Comp Meet & Confer

**STOP, LOOK, THINK:** This is an external email. Exercise extra caution responding to it, opening attachments and following links.

Brenda,

We forgot Jason Miller. Also, can you sent out notice so our team will be released.

Thanks,  
Brenda

---

**From:** Brenda Pappas  
**Sent:** Wednesday, November 12, 2025 3:29 PM  
**To:** Brenda Pappas <BPappas@cleanwaterteam.com>; Brenda Marzan - SEIUnv <BMarzan@SEIUNV.org>; Loney Childress <lchildress@cleanwaterteam.com>; Christopher DiPonte <cdiponte@cleanwaterteam.com>; Andrew Nelson <anelson@cleanwaterteam.com>; Michael Ermi <meermi@cleanwaterteam.com>; Donald S. Moden <dmoden@cleanwaterteam.com>; Michael McCall <MMcCall@cleanwaterteam.com>; Jason P. Reynolds <jpreynolds@cleanwaterteam.com>; Kristen Uy <kuy@cleanwaterteam.com>; Thomas Minwegen <tminwegen@cleanwaterteam.com>; David Stoft <dstoft@cleanwaterteam.com>  
**Subject:** Class & Comp Meet & Confer  
**When:** Thursday, November 13, 2025 10:00 AM-5:00 PM.  
**Where:** Las Vegas Valley B CONF RM 107; Las Vegas Valley A CONF RM 106

**Disclaimer**

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**From:** [Brenda Pappas](#)  
**To:** [David Stoft](#)  
**Subject:** Fw: Class & Comp-Meet and Confer  
**Date:** Thursday, December 18, 2025 2:45:02 PM  
**Attachments:** [image001.png](#)

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Sent via the Samsung Galaxy S24, an AT&T 5G smartphone  
[Get Outlook for Android](#)

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**From:** Brenda Pappas  
**Sent:** Wednesday, November 12, 2025 2:51:10 PM  
**To:** Brenda Marzan - SEIUnv <bmarzan@seiunv.org>  
**Subject:** RE: Class & Comp-Meet and Confer

Following up with you to see if you received my email.

**From:** Brenda Pappas  
**Sent:** Thursday, November 6, 2025 1:07 PM  
**To:** Brenda Marzan - SEIUnv <bmarzan@seiunv.org>  
**Subject:** Class & Comp-Meet and Confer

Hi Brenda,

Writing with some good news, want to see about scheduling a meeting to discuss the Class & Comp project. Please let me know some time you would be available and I will coordinate a meeting.



**Brenda Pappas**  
Deputy General Manager – Customer Care  
Clark County Water Reclamation District  
5857 East Flamingo Road | Las Vegas | NV | 89122  
t 702.668.8050 | c 702.379.0371  
[cleanwaterteam.com](http://cleanwaterteam.com)

**From:** [Brenda Pappas](#)  
**To:** [David Stoft](#)  
**Subject:** Fw: Appendix A  
**Date:** Thursday, December 18, 2025 2:35:48 PM

---

Comments from our meet and confirm with the union.

Sent via the Samsung Galaxy S24, an AT&T 5G smartphone  
Get [Outlook for Android](#)

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**From:** Brenda Marzan - SEIUnv <BMarzan@SEIUNV.org>  
**Sent:** Thursday, November 13, 2025 3:34:59 PM  
**To:** Brenda Pappas <BPappas@cleanwaterteam.com>  
**Subject:** Appendix A

**STOP, LOOK, THINK:** This is an external email. Exercise extra caution responding to it, opening attachments and following links.

Brenda,

The following job positions are showing in the current list below what they are currently at:

| Job Code | Position  | Grade | Former |
|----------|---|-------|--------|
| N13923   | Utility Cyber & Digital Infrastructure Specialist I | P202  | C29    |
| N21131   | Utility Development Infrastructure Specialist I     | P202  | C24    |
| N21135   | Utility Development Infrastructure Specialist II    | P203  | C25    |
| N27821   | Utility Development Infrastructure Technician I     | P200  | C27    |
| N27823   | Utility Development Infrastructure Technician II    | P201  | C28    |
| E27825   | Utility Development Infrastructure Technician III   | P202  | C30    |

The following are showing with the same job code:

- Lab Sample Custodian & Lab Sample Custodian Coordinator N38631
- Utility Enterprise Systems Developer I & Utility Full Stack Developer I N14121
- Utility Enterprise Systems Developer II & Utility Full Stack Developer II N14123
- Utility Enterprise Systems Developer III & Utility Full Stack Developer III N14125

We could not find a couple of the Job Codes in the current contract:

- N06232 Utility People Services Specialist

- E15525 Utility Sourcing & Procurement Analyst III

Thank you and have a great weekend,

Brenda C. Marzan

SEIU

Contract Representative

[bmarzan@seiunv.org](mailto:bmarzan@seiunv.org)

(702)296-6470

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**From:** [Brenda Pappas](#)  
**To:** [David Stoft](#)  
**Subject:** FW: Appendix A  
**Date:** Thursday, December 18, 2025 2:59:23 PM

---

I never received a response

**From:** Brenda Pappas  
**Sent:** Monday, November 17, 2025 7:47 AM  
**To:** Brenda Marzan - SEIUnv <bmarzan@seiunv.org>  
**Subject:** FW: Appendix A

Good morning,  
Confirming receipt of this corrected information that was discussed at the Thursday meeting.

Hope you have a nice weekend.

**From:** Brenda Pappas  
**Sent:** Thursday, November 13, 2025 4:41 PM  
**To:** 'Brenda Marzan - SEIUnv' <[BMarzan@SEIUNV.org](mailto:BMarzan@SEIUNV.org)>  
**Subject:** RE: Appendix A

Thanks, now that I have a moment to take a breath and second look, I will address these and found a couple others we didn't discuss.

Like our previous conversation on pulling up job descriptions, the codes were one digit off and ended up with identical job code numbers. Bold and highlighted are the corrections.

| Job Code | Position  | Grade | Former | Should Be   | Minimum         | Medium          | Max              |
|----------|---|-------|--------|-------------|-----------------|-----------------|------------------|
| N13923   | Utility Cyber & Digital Infrastructure Specialist I | P202  | C29    | <b>P206</b> | <b>\$78,882</b> | <b>\$96,631</b> | <b>\$114,379</b> |
| N21131   | Utility Development Infrastructure Specialist I     | P202  | C24    | <b>P200</b> | <b>\$53,878</b> | <b>\$66,000</b> | <b>\$78,122</b>  |
|          | Utility Development                                 |       |        | <b>P201</b> | <b>\$59,265</b> | <b>\$72,600</b> | <b>\$85,935</b>  |

|        |   |      |     |             |                 |                 |                  |
|--------|---|------|-----|-------------|-----------------|-----------------|------------------|
| N21135 | Infrastructure Specialist II                      | P203 | C25 |             |                 |                 |                  |
| N27821 | Utility Development Infrastructure Technician I   | P200 | C27 | <b>P202</b> | <b>\$76,882</b> | <b>\$94,631</b> | <b>\$112,379</b> |
| N27823 | Utility Development Infrastructure Technician II  | P201 | C28 | <b>P203</b> | <b>\$69,711</b> | <b>\$85,846</b> | <b>\$101,981</b> |
| E27825 | Utility Development Infrastructure Technician III | P202 | C30 | <b>P204</b> | <b>\$71,711</b> | <b>\$87,846</b> | <b>\$103,981</b> |

The following are showing with the same job code:

- Lab Sample Custodian & Lab Sample Custodian Coordinator (N38631) Custodian: N39631; Coordinator: N39635
- Utility Enterprise Systems Developer I & Utility Full Stack Developer I (N14121)  
**Developer I : N14121**
- Utility Enterprise Systems Developer II & Utility Full Stack Developer II (N14123)  
**Developer II : N14123**
- Utility Enterprise Systems Developer III & Utility Full Stack Developer III (N14125)  
**Developer III : N14125**
  - **Enterprise Developer – I : N14221**
  - **Enterprise Developer – II : N14223**
  - **Enterprise Developer – III N14225**
- N06232 Utility People Services Specialist – these titles are never in the union book since it is HR. You will find the same with Finance.
  - **Specialist/Analyst I -N06621: P203**
  - **Specialist/Analyst II -N06623 : P205**
  - **Specialist/Analyst III (SR) –E06625 : P207**
  -
- E15525 Utility Sourcing & Procurement **Analyst III (P207) – E15525; Analyst II – N155123 (P205); Analyst I – (P203) N15521**

From: Brenda Marzan - SEIUnv <[BMarzan@SEIUNV.org](mailto:BMarzan@SEIUNV.org)>

**Sent:** Thursday, November 13, 2025 3:35 PM  
**To:** Brenda Pappas <[BPappas@cleanwaterteam.com](mailto:BPappas@cleanwaterteam.com)>  
**Subject:** Appendix A

**STOP, LOOK, THINK:** This is an external email. Exercise extra caution responding to it, opening attachments and following links.

Brenda,

The following job positions are showing in the current list below what they are currently at:

- 

| Job Code | Position  | Grade | Former |
|----------|---|-------|--------|
| N13923   | Utility Cyber & Digital Infrastructure Specialist I | P202  | C29    |
| N21131   | Utility Development Infrastructure Specialist I     | P202  | C24    |
| N21135   | Utility Development Infrastructure Specialist II    | P203  | C25    |
| N27821   | Utility Development Infrastructure Technician I     | P200  | C27    |
| N27823   | Utility Development Infrastructure Technician II    | P201  | C28    |
| E27825   | Utility Development Infrastructure Technician III   | P202  | C30    |

- 

The following are showing with the same job code:

- Lab Sample Custodian & Lab Sample Custodian Coordinator      N38631
- Utility Enterprise Systems Developer I & Utility Full Stack Developer I      N14121
- Utility Enterprise Systems Developer II & Utility Full Stack Developer II      N14123
- Utility Enterprise Systems Developer III & Utility Full Stack Developer III      N14125

We could not find a couple of the Job Codes in the current contract:

- N06232      Utility People Services Specialist
- E15525      Utility Sourcing & Procurement Analyst III

Thank you and have a great weekend,

Brenda C. Marzan  
SEIU  
Contract Representative  
[bmarzan@seiunv.org](mailto:bmarzan@seiunv.org)  
(702)296-6470

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# **Exhibit H to Exhibit 1:**

**EMRB's Order on Respondent's  
Motion to Dismiss Complaint, in  
EMRB Case No. 2024-030,  
Item No. 905 dated 12.17.2024**

FILED  
December 17, 2024  
State of Nevada  
E.M.R.B.

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STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

NEVADA SERVICE EMPLOYEES UNION,  
  
Complainant,  
  
v.  
  
CLARK COUNTY WATER RECLAMATION  
DISTRICT,  
  
Respondent.

Case No. 2024-030

**NOTICE OF ENTRY OF ORDER**

**EN BANC**

**ITEM NO. 905**

TO: Complainant and its attorneys, Evan L. James, Esq. and Dylan J. Lawter, Esq., and Christensen James & Martin, Chtd.; and

TO: Respondent and its attorneys, Mark J. Ricciardi, Esq. and Judy Sanderlin, Esq., and Fisher & Phillips LLP.

PLEASE TAKE NOTICE that the **ORDER ON RESPONDENT'S MOTION TO DISMISS COMPLAINT** was entered in the above-entitled matter on December 16, 2024.

A copy of said order is attached hereto.

DATED this 17th day of December 2024.

GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD

By:   
MARISU ROMUALDEZ ABELLAR  
Executive Assistant

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**CERTIFICATE OF MAILING**

I hereby certify that I am an employee of the Government Employee-Management Relations Board, and that on the 17th day of December 2024, I served a copy of the foregoing **NOTICE OF ENTRY OF ORDER** by mailing a copy thereof, postage prepaid to:

Evan L. James, Esq.  
Dylan J. Lawter, Esq.  
Christensen James & Martin, Chtd.  
7440 W. Sahara Avenue  
Las Vegas, NV 89117

Fisher & Phillips LLP  
Mark J. Ricciardi, Esq.  
Judy Sanderlin, Esq.  
300 S. Fourth Street, Suite 1500  
Las Vegas, NV 89101



---

MARISU ROMUALDEZ ABELLAR  
Executive Assistant

FILED  
December 17, 2024  
State of Nevada  
E.M.R.B.

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STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

NEVADA SERVICE EMPLOYEES UNION,  
  
Complainant.  
  
v.  
  
CLARK COUNTY WATER RECLAMATION  
DISTRICT,  
  
Respondent.

Case No. 2024-030

**ORDER ON RESPONDENT'S MOTION TO  
DISMISS COMPLAINT**

EN BANC

ITEM NO. 905

On December 9, 2024, this matter came before the State of Nevada, Government Employee-Management Relations Board ("Board") for consideration and decision on Respondent's Motion to Dismiss pursuant to the provision of the Employee-Management Relations Act (the Act), NRS Chapter 233B, and NAC Chapter 288. The issue before the Board was Respondent's Motion to Dismiss.

**I. DISCUSSION**

The Board may dismiss a matter for lack of probable cause under NAC 288.375(1). *Thomas D. Richards v. Police Managers and Supervisors Association*, Case No. A1-046094, Item No. 788 (2013). NAC 288.200 requires that a Complaint contain a "clear and concise statement of the facts constituting the alleged practice sufficient to raise a justiciable controversy under Chapter 288." If there is a lack of sufficient facts to give rise to a justiciable controversy, there is also a lack of probable cause. *Adonis Valentin v. Clark Co. Public Works*, Case No. A1-046010, Item No. 762 (EMRB, July 1, 2011); *Teresa Daniel, Ida Sierra, Marguis Lewis, Aaron Lee, Andrew D. Gasca, Kevin Cervantes, Luther J. Soto, Beverly Abram, Latrice Banks, Denise Mayfield, Linda Korschinowski, Charleen Davis-Shaw, David M. Shaw, Argretta O. Hutson, et al. v. Education Support Employees Association*, Case No. A1-046028,

1 Item No. 767 (EMRB, Oct 21, 2011); *Sherman Willoughby v. Clark County; Human Resources/Real*  
2 *Property Management*, Case No. A1-046030, Item No. 769 (EMRB, October 31, 2011).

3 In its Motion to Dismiss, Complainant incorrectly stated that the Board must apply the same  
4 standard as a motion to dismiss brought under NRCP 12(b)(5). In fact, the Board is not subject to the  
5 Nevada Rules of Civil Procedure because the Nevada Rules of Civil Procedure do not apply to  
6 administrative proceedings unless expressly adopted by the agency. *Dutchess Business Services, Inc. v.*  
7 *Nevada State Board of Pharmacy*, 124 Nev. 701, 710 (2008); *see also International Union of Operating*  
8 *Engineers v. Esmeralda County Board of Commissioners*, Case No. 2018-014, Item No. 838 at  
9 footnote. 5 (EMRB, March 18, 2019). Therefore, the Nevada Rules of Civil Procedure are not binding  
10 on the Board unless it has specifically adopted them. NRS 288.110. The only references to the NRCP  
11 in the rules promulgated by the Board are found in NAC 288.080 and NAC 288.090, and neither of  
12 these provisions govern the standards applicable to a motion to dismiss.

13 **A. Claim Arising under NRS 288.270(1)(a).**

14 Under NRS 288.270(1)(a), it is a prohibited practice for a local government employer to  
15 willfully interfere, restrain or coerce any employee in the exercise of any right guaranteed under  
16 Chapter 288. This Board has stated that under NRS 288.270(1)(a) “the test is whether the employer  
17 engaged in conduct, which may reasonably be said, tends to interfere with the free exercise of employee  
18 rights under the Act.” *AFSCME, Local 4041 v. State of Nevada, Dept of Corrections*, Case No. 2020-  
19 002, Item No. 862B (EMRB, April 15, 2021). Moreover, there are three elements to a claim of  
20 interference with a protected right: (1) the employer's action can be reasonably viewed as tending to  
21 interfere with, coerce, or deter; (2) the exercise of protected activity [by NRS Chapter 288]; and (3) the  
22 employer fails to justify the action with a substantial and legitimate business reason. *Id.*, *citing*  
23 *to Billings and Brown v. Clark County*, Item No. 751 (EMRB, May 2, 2012); *Medeco Sec. Locks, Inc. v.*  
24 *NLRB*, 142 F.3d 733, 745 (4th Cir. 1988); *Reno Police Protective Ass'n v. City of Reno*, 102 Nev. 98,  
25 101, 715 P.2d 1321, 1323 (1986). Furthermore, the Board must balance the employee's protected right  
26 against any substantial and legitimate business justification that the employer may give for the  
27 infringement. *Id.* Finally, “the expression of any views, argument, or opinion shall not be evidence of  
28 an unfair labor practice, so long as such expression contains no threat of reprisal or force or promise of

1 benefit". *AFSCME, supra.*

2 In this case, the act that is the subject of the Complaint is the following statement that was  
3 contained within a confidential adverse action issued to an employee who brought a paintball gun to  
4 work and disposed of it in the garbage:

5 The fact that you brought a gun (functioning or otherwise) to work is a serious violation  
6 of District policies. When a weapon is brought onto property there is no way to initially  
7 determine whether it is functioning or not. This conduct impacts the safety and security  
8 of all staff of the District. Had the District taken into consideration the statements made  
9 by the Union on your behalf which undermined the gravity of the conduct violation; the  
10 outcome would warrant the District's highest level of discipline (termination). However,  
11 based solely on your testimony which accepted responsibility for your actions as well as  
12 conveying your understanding of the seriousness of the safety implications of the  
13 conduct, together with the personal circumstances which resulted in the serious lack of  
14 judgment, it has been determined to suspend you for one week[.]

15 The question is whether the above statement constitutes the coercion, interference or restraint of any  
16 right guaranteed to an employee under Chapter 288.

17 The Board finds that the above statement cannot be viewed as coercing, interfering or otherwise  
18 restraining any employee rights under Chapter 288. It is also clear to the Board that the views  
19 expressed above arose in the context of a legitimate business activity, i.e., explaining the level of  
20 discipline meted out to an employee. Thus, taking into consideration the free speech rights of the  
21 employer, the nature of the statement, the confidential status of the statement in the context of  
22 employee disciplinary action, and viewing the same in light of the totality of the circumstances in which  
23 both the conduct and statements were made, the Board finds that Respondent's statements are  
24 insufficient to constitute a violation of NRS 288.270(1)(a). Despite this conclusion, the Board finds  
25 that the statements, though insufficient to constitute a violation of NRS 288.270, were not absolutely  
26 necessary to convey the employer's findings to the employee and would encourage the employer to  
27 refrain from making similar statements in the future.

28 **B. Discrimination Claim.**

NRS 288.270(1)(f) states:

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

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

In *Reno Police Protective Ass'n v. City of Reno*, 102 Nev. 98 (1986), the Nevada Supreme Court adopted a framework to resolve state prohibited labor practice claims against employers that are brought under NRS 288.270. *Bisch v. Las Vegas Metropolitan Police Department*, 129 Nev. 328, 339 (2013). Specifically, the Nevada Supreme Court concluded that:

[a]n aggrieved employee must make a prima facie showing sufficient to support the inference that protected conduct was a motivating factor in the employer's decision. Once this is established, the burden shifts to the employee to demonstrate by a preponderance of the evidence that the same action would have taken place even in the absence of the protected conduct. The aggrieved employee may then offer evidence that the employer's proffered "legitimate" explanation is pretextual and thereby conclusively restore the inference of unlawful motivation.

*Id.*

In this instance, the Board finds that that Complainant has failed to plead sufficient facts necessary to sustain a prima facie claim of discrimination. The basis for this finding is set out in the discussion in Section A above and given the fact the statement is merely explanatory in nature on its face and lacking in discriminatory intent or effect.

**II. CONCLUSION**

As discussed above, the Board finds that there was an utter lack of probable cause necessary to sustain the Complaint. Furthermore, while the Board has declined to award attorney fees in this matter, such an award could have been justified because the Complaint was borderline frivolous. The Board would like to remind practitioners of the need to ensure that Complaints are fully supported so as to not waste the resources and time of the Board and opposing parties.

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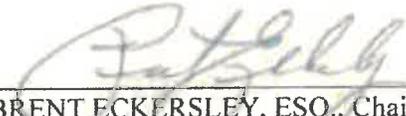
**III. ORDERING PROVISIONS**

Based on the foregoing, it is hereby **ORDERED** that Respondent's Motion to Dismiss is **GRANTED WITH PREJUDICE**.

IT IS FURTHER **ORDERED** that all other requested relief is hereby **DENIED**.

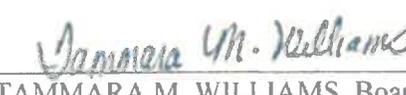
Dated this 17<sup>th</sup> day of December 2024.

GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD

By:   
BRENT ECKERSLEY, ESQ., Chair

By:   
MICHAEL J. SMITH, Vice-Chair

By:   
SANDRA MASTERS, Board Member

By:   
TAMMARA M. WILLIAMS, Board  
Member

# **Exhibit I to Exhibit 1:**

**Letter from Mark J. Ricciardi, Esq.  
to Evan James, Esq. dated  
01.05.2026**



fisherphillips.com

January 5, 2026

**Las Vegas**  
300 South Fourth Street  
Suite 1500  
Las Vegas, NV 89101

(702) 252-3131 Tel  
(702) 252-7411 Fax

**Writer's Direct Dial:**  
(702) 862-3804

**Writer's E-mail:**  
mricciardi@fisherphillips.com

**Via Email**

Evan James, Esq.  
Christensen James & Martin, Chtd.  
7440 W. Sahara Ave.  
Las Vegas, NV 89117

**Re: Nevada Service Employees Union v. Water Reclamation District Employees Assoc., et al.  
EMRB Case No. 2025-028**

Mr. James:

I represent the Clark County Water Reclamation District ("CCWRD") in relation to the above-referenced proceeding. I have now had an opportunity to review with my client the Complaint you filed on behalf of Nevada Service Employees Union, SEIU Local 1107 ("SEIU") (the "Complaint"). As is clear from the nature of the allegations, the Complaint represents SEIU's opposition to the creation of the Water Reclamation District Employees Association ("Association") by a number of the CCWRD's supervisory employees. SEIU's claims and allegations against CCWRD are entirely baseless insofar as CCWRD and its management has, in all ways, remained uninvolved with the formation of the Association and its activities. CCWRD strongly objects to any suggestions that it has acted inappropriately and CCWRD will vigorously defend itself in the EMRB proceeding.

That said, among the many unsupported allegations in the Complaint are a number of objectively false statements relating to the development and implementation of a classification and compensation study ("Study") conducted by a third-party industry expert. Most egregious among them is the suggestion that the Study has not been implemented and that CCWRD "willfully refused to bargain with Local 1107 concerning the implementation of the Study." See Complaint at para. 25 and 61. First, the SEIU was explicitly given advance notice and opportunity to bargain over the Study results before the Study's results were implemented—see attached email of November 6, 2025, to Brenda Marzan. Also, as can be easily confirmed by members within SEIU that were directly involved in the process (namely, SEIU Contract Representative, Brenda Marzan and SEIU's bargaining team), SEIU and CCWRD's bargaining teams met on November 13, 2025 to discuss the Study. Further, the SEIU raised questions about the Study's recommendations which questions were addressed by the CCWRD. Finally, the Study was advanced to the CCWRD's Board of Trustees for implementation only after all discussions with the SEIU were concluded. As is public record, CCWRD's Board of Trustees approved the adoption and implementation of the Study on November 18, 2025.

Mr. James  
January 5, 2026  
Page 2

CCWRD hereby demands that you file an Amended Complaint omitting the allegations in Paragraphs 25, 60 and 61. Given that these allegations are contrary to SEIU's direct knowledge, SEIU's advancement of these false allegations appears to be an intentional attack on the Study and wage increases implemented thereto. It appears that SEIU's attack on the Study is part of the SEIU's effort to oppose the supervisors in the formation of the Association.

Please advise by the end of business on January 12, 2026 whether you intend to file an amended complaint to remove the allegations in Paragraphs 25, 60 and 61. Otherwise we will assume you do not intend to voluntarily withdraw those allegations, in which case CCWRD will seek a dismissal and a recovery of its attorneys' fees and costs.

Sincerely yours,



Mark J. Ricciardi, Esq.  
For FISHER & PHILLIPS LLP

MJR/sjg

cc: Jeffrey Allen

---

**From:** Brenda Pappas  
**Sent:** Thursday, November 6, 2025 1:07 PM  
**To:** Brenda Marzan - SEIUnv <[bmarzan@seiunv.org](mailto:bmarzan@seiunv.org)>  
**Subject:** Class & Comp-Meet and Confer

Hi Brenda,  
Writing with some good news, want to see about scheduling a meeting to discuss the Class & Comp project. Please let me know some time you would be available and I will coordinate a meeting.



**Brenda Pappas**  
Deputy General Manager – Customer Care  
Clark County Water Reclamation District  
5857 East Flamingo Road | Las Vegas | NV | 89122  
t 702.668.8050 | c 702.379.0371  
[cleanwaterteam.com](http://cleanwaterteam.com)

**NSEU, SEIU Local 1107 (Complainant)**

**Opposition to Motion to Dismiss**

FILED  
January 30, 2026  
State of Nevada  
E.M.R.B.  
11:52 p.m.

1 **CHRISTENSEN JAMES & MARTIN, CHTD.**  
2 EVAN L. JAMES, ESQ. (7760)  
3 DYLAN J. LAWTER, ESQ. (15947)  
4 7440 W. Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 Telephone: (702) 255-1718  
7 Facsimile: (702) 255-0871  
8 Email: [elj@cjmlv.com](mailto:elj@cjmlv.com), [djl@cjmlv.com](mailto:djl@cjmlv.com)  
9 *Attorneys for Local 1107*

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

9 NEVADA SERVICE EMPLOYEES UNION,

CASE NO.: 2025-028

10 Complainant,

11 vs.

12 CLARK COUNTY WATER  
13 RECLAMATION DISTRICT,

14 Respondent.

15 **OPPOSITION TO MOTION TO DISMISS**

16 Complainant, Nevada Service Employees Union, SEIU Local 1107 (“Local 1107”  
17 or “Union”), by and through its counsel of record, Christensen James & Martin, Chtd.,  
18 hereby opposes Clark County Water Reclamation District’s (“WRD”) Motion to Dismiss  
19 the Union’s Complaint and Request for Attorney’s Fees and Expenses (“Motion”). This  
20 Opposition is based on the following memorandum of points and authorities and any oral  
21 argument heard by the Board.

22 **MEMORANDUM OF POINTS & AUTHORITIES**

23 **I.**

24 **BACKGROUND**

25 This case concerns employees’ rights to a free and fair choice in selecting their  
26 bargaining representative. Local 1107 does not oppose the formation of the Clark County  
27 Water Reclamation District Association (the “Association”). Instead, Local 1107



1 inferences must be drawn in favor of the nonmoving party. *Theobald Construction v.*  
2 *Richardson Construction, Inc.*, 122 Nev. 1163, 1167, 147 P.3d 238, 240–41 (Nev. 2006);  
3 *see also Thomas D. Richards v. Police Managers and Supervisors Association*, Item No.  
4 788, Case No. A1-046094 (August 19, 2013). Exhibits are generally inappropriate when a  
5 party files a motion to dismiss. Under the Chapter 288 Nevada Administrative Code,  
6 exhibits may not be attached to a complaint (NAC 288.200(3)), answer (NAC  
7 288.220(5)), or prehearing statement (NAC 288.250(2)).<sup>2</sup> It stands to reason that exhibits  
8 must also not be attached a motion to dismiss. To the extent the Board considers the  
9 exhibits, the exhibits themselves must also be viewed in the light most favorable to the  
10 nonmoving party. In other venues, although they often operate differently from  
11 administrative agencies, a motion to dismiss is turned into a motion for summary  
12 judgment where exhibits are attached. *See, e.g.,* NRCP 12(d).<sup>3</sup> This requires a higher  
13 burden of proof to be met, namely, that there are no factual disputes and that the moving  
14 party should win as a matter of law. NRCP 56(a). WRD cannot meet this higher burden  
15 or the burden to show dismissal for lack of probable cause. WRD’s motion should  
16 therefore be denied.

17 **B. Employees must have a free opportunity to select their representative.**

18 WRD employees are entitled to a free and fair opportunity select their bargaining  
19 agent. Nevada law emphasizes the fundamental right of employees to freely select a  
20 bargaining agent of their choice. Standing as a precursor to the language of NRS 288.270  
21 regarding prohibited practices, NRS 614.090, explicitly declares the public policy of  
22 Nevada is to ensure that employees are free from “interference, restraint or coercion” in  
23 the designation of their representatives for collective bargaining or other mutual aid or  
24

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25 <sup>2</sup> NAC 288.205(5) and (6) clearly show that testimony and exhibits are for use at the  
26 hearing, which is meant to be the sole venue for collecting evidence, not any procedural  
step before.

27 <sup>3</sup> Of course, there is no motion-for-summary-judgment corollary found in NRS 288 or  
NAC 288.

1 protection. In *State Local Gov't Employee-Management Rels. Bd. v. Educ. Support*  
2 *Emples. Ass'n*, 134 Nev. 716, 717 (2018), the Nevada Supreme Court clarified that the  
3 vote-counting standard for determining a bargaining representative requires a majority of  
4 the members of the bargaining unit, not merely a majority of votes cast. This standard  
5 reinforces the principle that the selection of a representative must reflect the true will of  
6 the employees in the unit. *Id.* Similarly, federal law emphasizes this point. For example,  
7 Section 7 of the National Labor Relations Act (NLRA) explicitly provides employees  
8 with the right to self-organization, to form, join, or assist labor organizations, and to  
9 bargain collectively through representatives of their own choosing. This right also  
10 includes the ability to refrain from such activities, ensuring that employees are free from  
11 coercion in their decision-making process. 29 USCS § 157. To the extent that an  
12 employer infringes on employees' freedom to choose a representative, blocking charges  
13 should be instituted and upheld to ensure that union representation elections reflect  
14 employees' true and undistorted preferences. *See Bishop v. NLRB*, 502 F.2d 1024, 1029  
15 (5th Cir. 1974) (holding that if an election is allowed to proceed while unfair labor  
16 practices remain unresolved, that would undermine the employees' ability to express their  
17 true, undistorted desires). The allegations contained in the prohibited practices complaint  
18 strike at the very heart of this issue. Any concerted effort between the Association and  
19 WRD, as well as effects arising therefrom, must be put to an end to allow employees to  
20 properly choose their bargaining representative. WRD's motion should be denied.

21 **C. The Union's claims are supported by probable cause.**

22 The Board should deny WRD's motion because the Union's claims are supported  
23 by probable cause. The U.S. Supreme Court has held that probable cause "requires no  
24 more than a reasonable belief that there is a chance that a claim may be held valid upon  
25 adjudication." *Prof'l Real Estate Inv'rs, Inc. v. Columbia Pictures Indus.*, 508 U.S. 49,  
26 51, 113 S. Ct. 1920, 1923 (1993). The Union's claims of prohibited practices are  
27 supported by probable cause, and each will be addressed in turn.

1           **1. WRD violated NRS 288.270(1)(a)–Interference, Restraint, or Coercion**

2           Local 1107 properly pleaded that WRD interfered with, restrained, or coerced  
3 employees in the exercise of their rights by engaging in conduct that benefitted the  
4 Association at the expense of Local 1107. The allegations in the complaint support this  
5 prohibited practice, which requires proof that “(1) the employer’s action can be  
6 reasonably viewed as tending to interfere with, coerce, or deter; (2) the exercise of  
7 protected activity [by NRS Chapter 288]; and (3) the employer fails to justify the action  
8 with a substantial and legitimate business reason.” *Nye County Law Enforcement*  
9 *Association v. Nye County*, Case No. 2020-025, 2021 NVEMRB LEXIS 7, \*14 (brackets  
10 in original) (citations omitted). The complaint clearly alleges that WRD interfered with  
11 employees’ right to choose their bargaining representative by assisting the Association in  
12 its formation and organizing efforts. *See, e.g.*, Complaint at ¶¶ 29-35. Although WRD  
13 now claims ignorance of the Association’s activities, this should be dismissed as mere  
14 *ipse dixit*, because there is no basis for WRD’s assertion beyond self-serving statements.  
15 In its motion, WRD is also striving to flip the burden of proof on its head, asking the  
16 Court to believe its statements of fact. Because the complaint must be viewed in the light  
17 most favorable to Local 1107, and WRD has failed to carry its burden of proof for  
18 dismissal, WRD’s motion must be denied.

19           **2. WRD violated NRS 288.270(1)(b)–Domination, Interference, and Assistance**

20           Viewed in the light most favorable to Local 1107, all documents filed with EMRB  
21 in this case show that WRD assisted in the formation or administration of the Association  
22 (and thereby dominated and interfered with Local 1107), in violation of NRS  
23 288.270(1)(b). For example, in the email attached to WRD’s Motion to Dismiss, James  
24 Eaton *claims* that the “purpose” of the meetings was “only to discuss District-related  
25 matters,” but the meeting held on October 7th veered into “Union-related topics.” WRD  
26 Ex. 1-C. However, this stated purpose is **false**. By its own admission, the Association met  
27 for the following purpose, as stated in an email to WRD supervisors: “We will be

1 discussing what the WRD Employees Association’s mission is and what the plan is for  
2 Supervisors at CCWRD moving forward.” *See* Association Answer at ¶ 32. The October  
3 16, 2025 email thus appears to be an after-the-fact, coordinated attempt by both WRD  
4 and the Association to cover their tracks. However, both of those parties have become  
5 sloppy, and this mess cannot be sorted out by disposing of Local 1107’s complaint  
6 through an improper motion to dismiss and inadequate explanations. A hearing will allow  
7 the Board to evaluate testimony and properly weigh credibility of all parties involved in  
8 this case.

9       Furthermore, something does not add up when considering WRD’s use of Eaton’s  
10 email regarding the time set aside for the meeting. Mr. Eaton explained in his email that  
11 the meeting was scheduled for the duration of one-and-a-half hours. *See* WRD Ex. 1-C.  
12 He also stated, consistent with the CBA, that the employees have 30 minutes for lunch.  
13 Finally, he claimed that he would submit 30 minutes of leave time to ensure no district  
14 time was used for discussing non-District matters. *Id.* WRD goes a step further in its  
15 motion and even confirms that the schedules of both Eaton and Johnny Alhwayek were  
16 changed, so that they took 30 minutes of paid time off. WRD Ex. 1-D. We now have two  
17 periods of 30 minutes accounted for: one for lunch and one for paid time off. So, the  
18 question remains: where are those other 30 minutes? Clearly, the remaining time was  
19 paid by WRD to at least these two employees, despite the fact that the express purpose of  
20 the meeting was for organizing the Association. *See again* Association Answer at ¶ 32.

21       At minimum, Eaton’s October 16th email should be interpreted as proving that  
22 WRD paid Eaton and Alhwayek for at least 30 minutes of Association-related activity.  
23 Payment for organizing efforts is the epitome of assistance in the formation of an  
24 employee organization. WRD’s motion should therefore be denied.

25       **3. WRD violated NRS 288.270(1)(c)–Discrimination**

26       WRD engaged in a prohibited practice by withholding information about the  
27 Association’s misuse of email and office space for organizing purposes rather than

1 transparently alerting Local 1107. Such secretive conduct demonstrates a likelihood of  
2 discrimination, particularly considering that Local 1107 was forced to discover the  
3 wrongdoing independently.

4 Nevada labor law under the Employee-Management Relations Act (EMRA) is  
5 interpreted consistently with federal labor law. *Truckee Meadows v. Int'l Firefighters*,  
6 109 Nev. 367, 375-76 (1993). Under established federal precedent, employers cannot  
7 provide differential access to the employer's communication systems without legitimate  
8 justification. *Loparex LLC v. NLRB*, 591 F.3d 540, 545 (7th Cir. 2009) stands for the  
9 proposition that allowing one union to use communication tools while denying access to  
10 another constitutes discrimination and violates the NLRA, absent a legitimate, non-  
11 discriminatory reason. *See also Brandeis Machinery & Supply Co. v. NLRB*, 412 F.3d  
12 822, 834-35 (7th Cir. 2005) (explaining that under NLRA section 8(a)(1), facially  
13 nondiscriminatory "policies may not target, either through *design* or enforcement, activity  
14 protected by the Act"). Local 1107 has alleged that the Association has used WRD  
15 resources, such as email and office space, for purposes of organizing. WRD does not  
16 allow Local 1107 to use these resources for its own organizing efforts. WRD's reliance  
17 on *Water Employees Association v. Board of Directors, Las Vegas Valley Water District*,  
18 Case No. A1-045418, Item No. 204 (EMRB, February 16, 1988) is also untenable. Local  
19 1107 has not only alleged discrimination, but these claims are paired with other  
20 allegations, including WRD's stall tactics (to implement the Study) and failure to bargain  
21 in good faith, demonstrating a clear intent to interfere with Local 1107's ability to  
22 represent its members. Because Local 1107 has properly alleged discrimination in its  
23 complaint, and WRD's factual assertions cannot be regarded as true at this point in the  
24 process, WRD's motion must be denied.

25 **4. WRD violated NRS 288.270(1)(e)—Failure to Bargain in Good Faith**

26 Local 1107 has properly alleged a violation of WRD's duty to bargain in good  
27 faith. The Nevada Supreme Court has held that it is proper to look to the National Labor

1 Relations Board (“NLRB”) for guidance on issues involving the EMRB. *Rosequist v.*  
2 *Int’l Ass’n of Firefighters Local 1908*, 118 Nev. 444, 449, 49 P.3d 651, 654 (2002). The  
3 NLRB has ruled that placing a deadline on bargaining could be considered a violation of  
4 the duty to bargain in good faith. *See, e.g., Golden Farm Brooklyn, Inc.*, 2014 NLRB  
5 LEXIS 522 (holding that an employer who sets arbitrary deadlines in bargaining indicates  
6 bad faith). Based upon the allegations of the complaint as well as the email shown in  
7 WRD Exhibit 1-F, which must be viewed in the light most favorable to Local 1107,  
8 WRD proposed to meet and confer regarding the Study, which is not bargaining.  
9 Although informal discussions between an employer and employee organization are  
10 “exempt from all requirements of notice or time schedule,” this does not apply to  
11 bargaining, particularly over mandatory subjects. NRS 288.180(4). WRD also imposed a  
12 timeline on “bargaining,” giving Local 1107 less than two weeks to negotiate concerning  
13 the Study. Thus, even if the request to meet and confer could be successfully  
14 characterized as an offer to bargain, the fact that WRD placed a timeline on that  
15 bargaining was improper. The Board should deny WRD’s motion to dismiss and allow  
16 Local 1107’s claims to be fully heard.

17 **D. WRD’s request for attorney’s fees must be denied.**

18 The Board should deny WRD’s request for attorney’s fees. Despite WRD’s claim  
19 that it “made a good-faith effort to resolve these issues without further litigation,” the  
20 letter attached to the motion shows otherwise. Motion at 11:22-23; WRD Ex. 1-I. That  
21 letter demonstrates that WRD sought to resolve only *one* of the several prohibited  
22 practices alleged by Local 1107 in the complaint (regarding the lack of bargaining over  
23 and implementing the Study). As demonstrated above, the request to meet and confer  
24 attached to a deadline is not a proper request for bargaining, and, as alleged, the Study  
25 had not been fully implemented.<sup>4</sup> Furthermore, WRD did not approach Local 1107 in an

26 \_\_\_\_\_  
27 <sup>4</sup> Although WRD claims that the Trustees approved the Study, the record shows that only  
the pay portion of the Study was approved, and not the classifications portion.

1 effort to resolve the prohibited practice allegations, but instead hurled its own accusations  
2 and made clear that it totally disagreed and would “vigorously defend itself in the EMRB  
3 proceeding.” WRD Ex. 1-I. This hardly sounds like an invitation to enter into good-faith  
4 negotiations to resolve a dispute. Finally, the other case referenced by WRD, where the  
5 Board previously granted a motion to dismiss in its favor, is inapposite because it  
6 concerned an issue entirely different from the claims lodged by Local 1107 in this case.  
7 Because the Board should deny WRD’s motion, the request for attorney’s fees should be  
8 denied as well.

9 **III.**

10 **CONCLUSION**

11 Based upon the foregoing, WRD’s motion, and its request for attorney’s fees,  
12 must be denied. To the extent that the Board believes the complaint should be amended,  
13 Local 1107 hereby requests leave to amend, based upon the ruling of Board.

14 DATED this 30th day of January, 2026.

15 **CHRISTENSEN JAMES & MARTIN, CHTD.**

16 By: /s/ Dylan J. Lawter  
17 Dylan J. Lawter, Esq.  
18 Nevada Bar No. 15947  
19 7440 W. Sahara Avenue  
20 Las Vegas, NV 89117  
21 Attorneys for Local 1107

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27 Furthermore, although a portion was approved, it had not been implemented at the time  
the complaint was filed.

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**CERTIFICATE OF FILING & SERVICE**

I hereby certify that on January 30, 2026, I caused a true and correct copy of the foregoing Opposition to Motion to Dismiss to be filed via email, as follows:

Employee-Management Relations Board  
[emrb@business.nv.gov](mailto:emrb@business.nv.gov)

I hereby certify that on January 30, 2026, I served a true and correct copy of the foregoing Opposition to Motion to Dismiss via email to the following recipient(s):

Water Reclamation District Employees Association  
c/o Jeffery F. Allen, Esq.  
[jeffreypfallen@aol.com](mailto:jeffreypfallen@aol.com)  
*Counsel for the Association*

Clark County Water Reclamation District  
c/o Fisher & Phillips LLP  
Mark J. Ricciardi, Esq.  
[mricciardi@fisherphillips.com](mailto:mricciardi@fisherphillips.com)  
*Counsel for WRD*

**CHRISTENSEN JAMES & MARTIN, CHTD.**

By:           /s/ Dylan Lawter            
Dylan Lawter

**Local 1107 (Complainant)**

**Errata to Opposition to Motion to Dismiss**

FILED  
February 2, 2026  
State of Nevada  
E.M.R.B.  
4:36 p.m.

1 **CHRISTENSEN JAMES & MARTIN, CHTD.**  
2 EVAN L. JAMES, ESQ. (7760)  
3 DYLAN J. LAWTER, ESQ. (15947)  
4 7440 W. Sahara Avenue  
5 Las Vegas, Nevada 89117  
6 Telephone: (702) 255-1718  
7 Facsimile: (702) 255-0871  
8 Email: [elj@cjmlv.com](mailto:elj@cjmlv.com), [djl@cjmlv.com](mailto:djl@cjmlv.com)  
9 Attorneys for Local 1107

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

9 NEVADA SERVICE EMPLOYEES UNION,  
10 Complainant,  
11 vs.  
12 CLARK COUNTY WATER  
13 RECLAMATION DISTRICT,  
14 Respondent.

CASE NO.: 2025-028

15 **ERRATA TO OPPOSITION TO MOTION TO DISMISS**

16 Complainant, Nevada Service Employees Union, SEIU Local 1107 (“Local 1107”  
17 or “Union”), by and through its counsel of record, Christensen James & Martin, Chtd.,  
18 hereby submits this Errata to its Opposition to WRD’s Motion to Dismiss. Attached  
19 hereto is Exhibit A, which was inadvertently omitted from the filed Opposition.

20 DATED this 2nd day of February, 2026.

21 **CHRISTENSEN JAMES & MARTIN, CHTD.**  
22 By: /s/ Dylan J. Lawter  
23 Dylan J. Lawter, Esq.  
24 Nevada Bar No. 15947  
25 7440 W. Sahara Avenue  
26 Las Vegas, NV 89117  
27 Attorneys for Local 1107

CHRISTENSEN JAMES & MARTIN, CHTD.  
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117  
PH: (702) 255-1718 & FAX: (702) 255-0871

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**CERTIFICATE OF FILING & SERVICE**

I hereby certify that on February 2, 2026, I caused a true and correct copy of the foregoing Errata to Opposition to Motion to Dismiss to be filed via email, as follows:

Employee-Management Relations Board  
[emrb@business.nv.gov](mailto:emrb@business.nv.gov)

I hereby certify that on February 2, 2026, I served a true and correct copy of the foregoing Errata to Opposition to Motion to Dismiss via email to the following recipient(s):

Water Reclamation District Employees Association  
c/o Jeffery F. Allen, Esq.  
[jeffreypfallen@aol.com](mailto:jeffreypfallen@aol.com)  
*Counsel for the Association*

Clark County Water Reclamation District  
c/o Fisher & Phillips LLP  
Mark J. Ricciardi, Esq.  
[mricciardi@fisherphillips.com](mailto:mricciardi@fisherphillips.com)  
*Counsel for WRD*

**CHRISTENSEN JAMES & MARTIN, CHTD.**

By:           /s/ Dylan Lawter            
Dylan Lawter

# EXHIBIT A

District Proposal  
Date Passed to SEIU: 4/4/24

Package offer with Articles: 12, 15, 18, 19, 21, 22, 23, 24, 25, 29, 30, 31, 32, 35, 40 and Memorandums of Understanding (MOUs): Classification and Compensation, Continuity of Critical Wastewater Operations

### **MEMORANDUM OF UNDERSTANDING CLASSIFICATION/COMPENSATION STUDY**

The District, in light of its position within the wastewater industry, has retained Graves Human Resources Consulting ("Graves Consulting") to conduct a comprehensive job classification and compensation project for all full-time District employees (the "Class and Comp Project"). The purpose of the Class and Comp Project is to better align all full-time District job position descriptions and corresponding compensation with the wastewater industry.

The classification project ("Job Description Project") will proceed first, with the purpose of developing job specific position descriptions for all full-time District positions. Each current full-time District employee will be afforded the opportunity to participate in the project by responding to a position description questionnaire ("PDQ"). Graves Consulting will then utilize its knowledge and expertise, all PDQs, and any supporting information from District Human Resources to develop job position descriptions. The District will provide copies of all final job position descriptions to the Union within thirty-days (30) days of the completion of the Job Description Project, at which point the Union will have twenty-one (21) days to review and present any questions to the District.

Immediately following the Job Description Project, Graves Consulting will conduct a salary survey ("Job Compensation Project") to develop salary ranges based upon the job specific position descriptions, any personalized survey materials, and rate data models for the wastewater industry. Once finalized, the salary ranges will be provided to the Union.

The Union and District agree that the results of the Class and Comp Project will replace Appendix A (job classifications) and Appendix B (salary schedules and ranges) of the current Collective Bargaining Agreement. Upon the initial implementation of Class and Comp Project results, the District General Manager may authorize an initial lump sum payment to offset an inequity or unrealized past cost of living increases reflected in the results for the compensation schedule of that individual's classification. Any resulting changes to salary and salary schedules will be made effective at the earliest reasonably feasible date given any administrative work necessary to effectuate the salary range changes.

The parties agree that the District's use of a third-party professional consultant (Graves Consulting) ensures a fair and objective study that aligns with professional classification and compensation standards. To that end, Graves Consulting's independence must be maintained such that its final conclusions as to job classifications and salary schedules and ranges cannot be disputed by either the Union or the District. However, the District

District Proposal

Date Passed to SEIU: 4/4/24

Package offer with Articles: 12, 15, 18, 19, 21, 22, 23, 24, 25, 29, 30, 31, 32, 35, 40 and Memorandums of Understanding (MOUs): Classification and Compensation, Continuity of Critical Wastewater Operations

and Union agree that should any salary schedule developed by Graves Consulting have a lower range than is currently in effect, and an employee's salary exceeds the new top of the range, that employee's salary will not be reduced, but will instead be frozen until the top of the salary range exceeds that salary in question.

Compensation Projects will be repeated every three years, and Classification Projects will proceed only as needed.

**CCWRD (Respondent)**

**Reply in Support of its Motion to Dismiss  
the Nevada Service Employees Union's Complaint  
and Request for Attorney's Fees and Expenses**



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**MEMORANDUM OF POINTS AND AUTHORITIES**

**I. ARGUMENT**

As a preliminary matter, the parties agree that when the Board is considering a Motion to Dismiss it must assume all factual allegations **in the Complaint** are true. However, these facts must actually be alleged in the Complaint. *Theobald Constr. v. Richardson*, 147 P.3d 238, 242, 122 Nev. 1163 (Nev. 2006) (“Dismissal is proper where the allegations are insufficient to establish the elements of a claim for relief”). The Union cannot raise new factual allegations in its Opposition that it did not raise in its Complaint. For example, as described in Section I.D. below, the Union cannot rely on allegations that the CCWRD failed to timely provide information to the Union, since the Complaint contains no allegations that it requested information and fails to identify any information the Union believes was not produced.

Additionally, when considering a Motion to Dismiss the Board must draw all inferences in favor of the non-moving party (i.e. the Union). *Hampe v. Foote*, 47 P.3d 438, 118 Nev. 405, 409 (Nev. 2002). However, these inferences must be *reasonable* and derived from the facts. This does not mean that the Board should blindly accept every crazy conspiracy theory and unfounded assertion the Union can concoct. For example, the Union’s claim that the “October 16, 2025 email thus appears to be an after-the-fact, coordinated attempt by both WRD and the Association to cover their tracks” (Opp. p. 6), is an outlandish conclusion to draw from a basic e-mail discussing timekeeping. This newly-asserted conspiracy theory should be seen for what it is—a desperate attempt to mask the fatal flaws of the Union’s pleading itself. The Board must disregard the Union’s wild and self-serving conclusions when considering whether the elements of a claim have been alleged in the Complaint, and must dismiss the claim when it finds probable cause is lacking.<sup>1</sup>

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<sup>1</sup> Ironically, this frivolous Complaint only serves to add uncertainty and delay to the already uncertain situation created by the Water Reclamation District Employees Association (“Association”)’s Petition in EMRB Case No. 2025-025.

1           **A.     The Union Fails To Show Probable Cause Supporting Its Claim**  
2           **Of Interference, Restraint Or Coercion, Therefore, This Claim**  
3           **Must Be Dismissed**

4           The Union asserts that Paragraphs 29 through 35 of the Complaint (dealing with  
5 the October 7, 2025 meeting (hereinafter the “Meeting”)) “clearly allege[] that WRD  
6 interfered with employees’ right to choose their bargaining representative by assisting the  
7 Association in its formation and organizing efforts.” Opp. at p. 5. However, when those  
8 paragraphs are reviewed—even accepting all factual allegations as true—the Complaint  
9 still fails to state a claim against CCWRD for interference. Paragraphs 29 through 35 of  
10 the Complaint essentially allege three actions as interference: (1) the Meeting was held  
11 in a CCWRD conference room; (2) e-mails promoting the meeting were sent using  
12 CCWRD’s e-mail system; and (3) CCWRD employees were either paid or received “paid  
13 time off” (“PTO”) to attend the Meeting. CCWRD can only act through its managers.  
14 Therefore, the first two items can be quickly dismissed because neither allegation asserts  
15 that any CCWRD manager had knowledge of, or actively participated in, these actions.  
16 The first two items (*i.e.*, CCWRD’s conference room reservation system and CCWRD’s  
17 e-mail system) are essentially automated systems, and the Board cannot infer managerial  
18 knowledge or intent from an employee’s use of an automated system.<sup>2</sup> The Union admits  
19 as much by its improper attempt to supplement its pleading in its Opposition with an  
20 outlandish and nonsensical conspiracy theory that fails to plausibly connect the  
21 Association to District management. Thus, as explained in the Motion, these actions are  
22 no more than administrative or ministerial acts, and thus are insufficient to support a claim  
23 for interference and must be dismissed.

24           Paragraph 35 of the Complaint contemplates two alternatives (*i.e.*, pay or PTO).  
25 Compl. at ¶ 35. However, only one alternative (*i.e.*, pay) would even suggest interference,

26 <sup>2</sup> If the Complaint had identified a specific manager with prior knowledge of the Meeting or e-mails  
27 promoting the Meeting, that might have been enough to survive a motion to dismiss, but no such allegations  
28 are contained in the Complaint. While Exhibit 1-B to the Motion proved that management had no prior  
knowledge of the Meeting, the absence of any allegations of prior knowledge in the Complaint is sufficient  
basis to dismiss the interference claim.

1 and the authenticated business records of CCWRD’s payroll adjustments confirm that  
2 only the second alternative (*i.e.*, PTO<sup>3</sup>) occurred. Moreover, the Union’s Opposition does  
3 not provide any counter-evidence or reason to doubt CCWRD’s payroll records and the  
4 utilization of PTO.<sup>4</sup> Thus, as the third action (*i.e.*, use of PTO) does not support a claim  
5 for interference and would—at best—constitute administrative or ministerial acts, there  
6 is no probable cause to support the claim of interference, and thus the claim must be  
7 dismissed.

8 **B. The Union Fails To Show Probable Cause Supporting Its Claim Of**  
9 **Domination, Interference, And Assistance, Therefore, This Claim**  
10 **Must Be Dismissed**

11 The Union asserts that the Complaint shows that the CCWRD “assisted in the  
12 formation or administration of the Association (and thereby dominated and interfered  
13 with Local 1107).” *Opp.* at p. 5. However, the Complaint fails to allege any CCWRD  
14 involvement whatsoever. The Opposition questions the veracity of the statements made  
15 by James Eaton in his October 16, 2025 E-mail to Brenda Pappas (a member of  
16 CCWRD’s management), by citing to allegedly conflicting statements made by Mr. Eaton  
17 in a different E-mail sent to fellow employees, which was not sent to CCWRD’s  
18 management. *Opp.* at pp. 5-6. However, as CCWRD was not a party to the e-mail to Mr.  
19 Eaton’s fellow employees, these allegations do not present a basis to impute prior  
20 knowledge of the Meeting’s alleged purpose to CCWRD. *See* Exhibit 1-C to Motion.  
21 The Union has provided no basis for its wild conclusion that “[t]he October 16, 2025

22 <sup>3</sup> PTO is not working time, and employees can request to use accrued PTO for any purpose and do not have  
23 to provide a reason to CCWRD to utilize PTO. Exhibit 1 to Motion. at ¶ 9 and Exhibit 1-E to Motion.  
24 Therefore, no inference of tacit approval for the employees’ actions can be ascribed to management from  
25 an employee’s use of PTO.

26 <sup>4</sup> The Union argues that only 30 minutes was unpaid lunch and only 30 minutes was taken as PTO therefore  
27 there are 30 minutes of time where Mr. Eaton and Mr. Alhwayek were paid for Association related activity.  
28 *Opp.* at p. 6. However, CCWRD can only rely on the statements made in Mr. Eaton’s E-mail dated October  
16, 2025, which indicate that the purpose “was to discuss District related matters” but the October 7, 2025  
meeting “did delve into Union related topics” and made clear that he felt that “submitting 30 minutes of  
leave time [would] ensure no district time was used for discussing non district matters.” *See* Exhibit 1-C  
to Motion. These statements confirm that in Mr. Eaton’s assessment, 30 minutes of the 90-minute meeting  
was used for discussing District related matters.

1 email thus appears to be an after-the-fact, coordinated attempt by both WRD and the  
2 Association to cover their tracks.” There are certainly no allegations in the Complaint to  
3 form the basis for such an assertion. Regardless of whether there may be factual disputes  
4 as to the actions of Mr. Eaton<sup>5</sup> and/or the Association (on which CCWRD does not offer  
5 an opinion), the facts as alleged in the Complaint fail to state a claim for “domination,  
6 interference and assistance” against CCWRD. Therefore, this claim must be dismissed  
7 as to CCWRD and CCWRD dismissed as a party to the case.

8 **C. The Union Fails To Show Probable Cause Supporting Its Claim Of**  
9 **Discrimination, Therefore, This Claim Must Be Dismissed**

10 As explained above, the Union has repeatedly failed to show any intent or  
11 knowledge on the part of CCWRD of the Association’s actions. To support its claim of  
12 discrimination, the Union makes two claims: (1) that CCWRD “withheld information  
13 about the Association’s misuse of email and office space;” and (2) that CCWRD  
14 permitted the Association to use CCWRD resources for purposes of organizing and does  
15 not allow Local 1107 to use the same resources for its own organizing efforts. Opp. at p.  
16 7.

17 Regarding the alleged withholding of information, the Complaint contains no such  
18 allegations. There are no allegations in the Complaint concerning an information request  
19 or any failure by CCWRD to produce documents to the Union. Indeed, the Union’s  
20 knowing avoidance of such information only further confirms their claims to be  
21 disingenuous. The Union cannot assert allegations in its Opposition that it failed to assert  
22 in its Complaint as sufficient grounds to avoid dismissal of the Complaint. Such  
23  
24

25 <sup>5</sup> The Opposition also asserts that the timing of the Association’s formation, after Mr. Eaton served on the  
26 Union’s bargaining team and supported CCWRD’s Classification and Compensation Study is evidence of  
27 domination or interference. Opp. p. 2. However, this argument is preposterous. The Union is solely  
28 responsible for selecting its own representatives for purposes of collective bargaining. NRS § 288.150(1).  
The Union voluntarily placed Mr. Eaton on its negotiation team and then attempts to blame the District for  
the positions taken by Mr. Eaton during bargaining.

1 assertions can only be made via an amended complaint, and no such amendment has been  
2 filed in this case.

3 As to the claimed unequal access to resources, the Union has not alleged any facts  
4 that CCWRD knowingly allowed the Association to use its resources. In fact, the Union's  
5 own assertion that the Association "misuse[d]" email and office space, shows that the  
6 Union knows that such use would be a violation of CCWRD's policy and was done  
7 without CCWRD's knowledge or permission. Therefore, the Complaint fails to allege  
8 probable cause to support a claim of discrimination against CCWRD, thus this claim must  
9 be dismissed.

10 **D. The Union Fails To Show Probable Cause Supporting Its Claim Of**  
11 **Failure To Bargain In Good Faith, Therefore, This Claim Must Be**  
12 **Dismissed, And CCWRD's Request For Attorney's Fees Should Be**  
13 **Granted**

14 In regard to its failure to bargain claim, the Union is wildly mischaracterizing the  
15 evidence and drawing conclusions that are unsupported by the allegations in the  
16 Complaint. The entirety of the Union's failure to bargain claim is contained in Paragraph  
17 61 of the Complaint, which reads "WRD willfully refused to bargain with Local 1107  
18 concerning the implantation[sic] of the Study." Compl. at ¶ 61. No other factual  
19 allegations are set forth in the Complaint to support a failure to bargain claim.

20 The Union now attempts to support the claim by asserting that CCWRD: (1)  
21 "imposed a timeline on 'bargaining,'" and (2) held a "meet and confer" which it claims  
22 is not bargaining. Opp. at p. 8. The Complaint, however, contains no factual allegation  
23 that CCWRD improperly limited the time frame of bargaining over the Study. Nor does  
24 Exhibit 1-F to the Motion support the Union's assertion. Exhibit 1-F contains no  
25 limitation (express or implied) on when negotiations over the Study would conclude. It  
26 states only: "Writing with some good news, we want to see about scheduling a meeting  
27 to discuss the Class & Comp project. Please let me know some time you would be  
28 available and I will coordinate a meeting." See Exhibit 1-F to Motion.

1           The evidence shows that the Meeting occurred, and it was the Union that failed to  
2 request further negotiations. In fact, the record demonstrates the opposite of what the  
3 Union now claims: the Union’s representative and bargaining team fully supported  
4 advancing the Study to CCWRD’s Board of Trustees for approval and implementation,  
5 and the Chief Union Steward attended the Board meeting to confirm approval and answer  
6 questions. Exhibit 1 to Motion ¶ 13. This conduct is wholly inconsistent with any  
7 assertion that CCWRD curtailed bargaining or refused to negotiate. Because neither the  
8 Complaint nor the evidence provides any factual basis for a failure to bargain claim, and  
9 the record affirmatively contradicts the Union’s new theory, this assertion must be  
10 rejected.

11           The Union next tries to argue that CCWRD did not engage in negotiations because  
12 it “proposed to meet and confer regarding the Study, which is not bargaining.” Opp. at  
13 p. 8. Yet Exhibit 1-G references “comments from our meet and confirm with the union.”  
14 Exhibit 1-G to Motion at p. 032. However, even assuming *arguendo* that it did state  
15 “meet and confer,” such would still be evidence of bargaining. A “meet” is still a meeting  
16 and “confer” is defined as: “to talk together and exchange ideas, often with the intention  
17 of reaching a decision about something.” Cambridge University Press, Cambridge  
18 Academic Content Dictionary, online available at [https://dictionary.cambridge.org/](https://dictionary.cambridge.org/us/dictionary/english/confer)  
19 [us/dictionary/english/confer](https://dictionary.cambridge.org/us/dictionary/english/confer). Regardless of what the meeting might be titled, the  
20 evidence shows a meeting where information was conveyed and negotiation occurred,  
21 therefore, it is illogical to argue that this meeting is not evidence of CCWRD engaging in  
22 bargaining. This nonsensical attempt to torture phraseology at the ignorance of an actual  
23 meeting where the matter was indeed discussed in substance is yet another example of  
24 the smoke in mirrors displayed throughout the Union’s pleading. As the Complaint does  
25 not even begin to allege a factual basis for the failure to bargain claim, this claim must be  
26 dismissed.

27  
28



**FISHER & PHILLIPS LLP**  
300 S Fourth Street, Suite 1500  
Las Vegas, Nevada 89101

**CERTIFICATE OF ELECTRONIC SERVICE**

1  
2 This is to certify that on the 13<sup>th</sup> day of February 2026, the undersigned, an  
3 employee of Fisher & Phillips LLP, electronically served the foregoing **RESPONDENT**  
4 **CLARK COUNTY WATER RECLAMATION DISTRICT'S REPLY IN**  
5 **SUPPORT OF ITS MOTION TO DISMISS THE NEVADA SERVICE**  
6 **EMPLOYEES UNION'S COMPLAINT AND REQUEST FOR ATTORNEY'S**  
7 **FEES AND EXPENSES** to EMRB (emrb@business.nv.gov) and the following:  
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9  
10 EVAN L. JAMES, ESQ.  
11 DYLAN J. LAWTER, ESQ.  
12 7440 W. Sahara Avenue  
13 Las Vegas, NV 89117  
14 [elj@cjmlv.com](mailto:elj@cjmlv.com)  
15 [djl@cjmlv.com](mailto:djl@cjmlv.com)  
16 Attorneys for Complainant Nevada  
17 Service Employees Union

JEFFREY F. ALLEN, ESQ.  
2941 Carmelo Drive  
Henderson, NV 89052  
[jeffreypfallen@aol.com](mailto:jeffreypfallen@aol.com)  
Attorney for Respondent Water  
Reclamation District Employees  
Association

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By: /s/ Sarah Griffin  
An employee of Fisher & Phillips LLP