

FILED
December 9, 2025
State of Nevada
E.M.R.B.
4:27 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, 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 **WATER RECLAMATION DISTRICT**
13 **EMPLOYEES ASSOCIATION, and**
14 **CLARK COUNTY WATER**
15 **RECLAMATION DISTRICT,**
16 **Respondent.**

CASE NO.: **2025-028**

16 **PROHIBITED PRACTICES COMPLAINT**

17 Complainant, Nevada Service Employees Union, SEIU Local 1107 (“Local 1107”
18 or “Union”), by and through its counsel of record, Christensen James & Martin, Chtd.,
19 hereby makes the following Prohibited Practices Complaint pursuant to NRS 288.270 and
20 288.280 against the Water Reclamation District Employees Association (“Association”)
21 and the Clark County Water Reclamation District (“WRD”).

22 **STATEMENT OF PARTIES AND JURISDICTION**

- 23 1. Local 1107, at all relevant times, was and is an Employee Organization as
24 defined in NRS 288.040.
25 2. Local 1107’s address is 2250 S. Rancho Dr., Suite 165, Las Vegas, NV
26 89102.
27

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

1 3. The Association represents itself to be an Employee Organization as
2 defined in NRS 288.040.

3 4. The Association lacks a physical address, but it conducts business from
4 the addresses of its officers and directors.

5 5. The Association's Director is James Eaton ("Eaton") with an address of
6 881 Joy Lane, Boulder City, Nevada 89005.

7 6. WRD is a local government employer within the meaning of NRS 28.060.

8 7. WRD's address is 5857 East Flamingo Road, Las Vegas, NV 89122.

9 8. At all relevant times, Local 1107 was the exclusive bargaining
10 representative of bargaining-eligible supervisory employees at WRD ("Supervisory
11 Unit").

12 9. The Government Employee-Management Relations Act (the "Act") is
13 codified in Nevada Revised Statutes Chapter 288 and governs the collective bargaining
14 obligations and prohibited practices of Local 1107, the Association, and WRD.

15 10. This Board has jurisdiction under NRS 288.280 to hear and determine
16 "[a]ny controversy concerning prohibited practices."

17 11. The Board has further jurisdiction under NRS 288.110(2) to "hear and
18 determine any complaint arising out of the interpretation of, or performance under, the
19 provisions of this chapter by...any local government employer...local government
20 employee...[or] any employee organization."

21 **FACTS RELEVANT TO THE PROHIBITED PRACTICES**

22 12. Local 1107 and WRD were parties to a collective bargaining agreement
23 from July 1, 2021, through June 30, 2024.

24 13. Starting in mid-2023, Local 1107 began the process of assembling a
25 bargaining team to negotiate a successor collective bargaining agreement to take effect
26 upon the expiration of the July 1, 2021, through June 30, 2024 collective bargaining
27 agreement.

1 14. Eaton joined Local 1107 on August 23, 2023.

2 15. Eaton was then promptly elected to negotiate on behalf of his fellow
3 bargaining unit members by representing that he would faithfully represent their interests
4 at the bargaining table with WRD.

5 16. Starting in or about February 2024, Local 1107 and WRD started contract
6 negotiations for a successor collective bargaining agreement.

7 17. During bargaining, WRD took the position that it desired to attract and
8 retain employees.

9 18. WRD stated that it was in the process of raising sewer connection and
10 service fees to improve facilities and ensure that its operations remain viable.

11 19. Local 1107 made presentations about and presented proposals to WRD
12 that included a small increase of less than \$1.00 in addition to WRD's already-planned
13 rate increase, all of which was intended to fund increases to wage scales and benefits that
14 would meet WRD's goal of attracting and retaining employees.

15 20. WRD rejected Local 1107's proposals, demanding that yearly wage
16 increases remain minimal because it had engaged Graves Consulting to perform a
17 classification and compensation study ("Study"), and that the Study should be a driving
18 factor for setting wage rates for bargaining unit members.

19 21. Eaton adopted, advocated for, and voted for WRD's position to keep wage
20 rate increases minimal, relying on the Graves Consulting classification study instead of
21 continued bargaining with WRD.

22 22. A two-year successor collective bargaining agreement with minimal wage
23 rate increases was reached on August 21, 2024 because of Eaton's influence and vote to
24 accept WRD's proposal.

25 23. Eaton then promptly withdrew his membership from Local 1107 on
26 October 2, 2024, October being the only month in which he could withdraw his
27 membership.

- 1 24. The Study was completed by mid-2025.
- 2 25. The Study's conclusions have not been implemented.
- 3 26. Eaton is a founding officer of the Association.
- 4 27. Eaton is a Director of the Association.
- 5 28. Eaton continues to act as a supervisor at WRD.
- 6 29. On October 7, 2025, the Association held an organizing meeting in
7 WRD's Conference Room 106.
- 8 30. The Association used WRD's electronic communication system for the
9 purpose of organizing opposition to Local 1107 as bargaining agent, including promoting
10 the October 7, 2025, meeting.
- 11 31. The Association's meeting was advertised as a luncheon to occur between
12 "11:00 AM-12:30 PM."
- 13 32. The purpose of the Association's meeting was to discuss its "mission,"
14 "the plan is for moving forward," and "future benefits."
- 15 33. The time, location, and length of the meeting indicates that those attending
16 the Association's October 7, 2025 meeting were paid by WRD to participate in
17 organizing activities designed to interfere with or challenge Local 1107's representation
18 of bargaining unit employees.
- 19 34. Upon information and belief, Association members have held other
20 organizing meetings at WRD facilities.
- 21 35. The employees attending these meetings were either paid by WRD while
22 attending the meetings or received paid time off to attend the meetings.
- 23 36. The Association has no contract with WRD.
- 24 37. The Association's meetings were not for contract administration where
25 there is no contract to administer.
- 26
- 27

1 coerce any employee in the exercise of any right guaranteed under this chapter.” NRS
2 288.270(2)(a).

3 47. “It is a prohibited practice for a local government employee or for an
4 employee organization or its designated agent willfully to: (c) Discriminate ... because of
5 political or personal reasons or affiliations.” NRS 288.270(2)(c).

6 48. The Association and its officers have violated the above statutes by
7 willfully and knowingly engaging in conduct and activities that interfere with, restrain,
8 and coerce employees in the receiving and exercising of rights guaranteed by the Act,
9 including the right to be represented by their chosen bargaining representative, Local
10 1107.

11 49. The Association and its officers have violated the above statutes by
12 willfully and knowingly engaging in conduct and activities for the purpose of
13 discriminating against members of the bargaining unit who are Local 1107 members
14 because of the Union’s political activities and for the personal reason of disliking Local
15 1107 leadership.

16 50. Local 1107, its members, and Bargaining Unit employees are being
17 harmed by the Association’s actions.

18 **SECOND CAUSE OF ACTION**

19 [WRD – NRS 288.270(1)]

20 51. Local 1107 hereby incorporates the allegations contained in the preceding
21 paragraphs verbatim.

22 52. “It is a prohibited practice for a local government employer or its
23 designated representative willfully to: (a) Interfere, restrain or coerce any employee in
24 the exercise of any right guaranteed under this chapter.” NRS 288.270(1)(a).

25 53. WRD willfully interfered with, restrained, and/or coerced employees in
26 the exercise of their rights by engaging in conduct that benefited the Association at the
27 expense of Local 1107, thereby promoting the Association and disfavoring Local 1107.

1 54. "It is a prohibited practice for a local government employer or its
2 designated representative willfully to: ... Dominate, interfere or assist in the formation or
3 administration of any employee organization." NRS 288.270(1)(b).

4 55. Upon information and belief, WRD willfully engaged the Association and
5 its officers to dominate Local 1107 and interfere with the administration of Union duties
6 and business.

7 56. WRD willfully assisted in the formation and administration of the
8 Association by lending material support in the use of WRD electronic communication
9 systems and the use of WRD facilities for the purpose of organizing activities.

10 57. WRD willfully assisted in the formation and administration of the
11 Association by paying bargaining unit members to attend one or more Association
12 meetings focused on organizational activities.

13 58. "It is a prohibited practice for a local government employer or its
14 designated representative willfully to: ... Discriminate in regard to hiring, tenure or any
15 term or condition of employment to encourage or discourage membership in any
16 employee organization." NRS 288.270(1)(c).

17 59. WRD willfully discriminated in favor of Association members by paying
18 them to attend organizing activities that encourage membership in the Association and
19 discourage membership in Local 1107.

20 60. "It is a prohibited practice for a local government employer or its
21 designated representative willfully to: Refuse to bargain collectively in good faith with
22 [Local 1107]" NRS 288.270(1)(e).

23 61. WRD willfully refused to bargain with Local 1107 concerning the
24 implantation of the Study.

25
26
27

1 **REMEDIES**

2 **WHEREFORE**, Complainant respectfully prays as follows:

3 1. For an order declaring the Association’s actions in violation of the NRS
4 288 *et seq.*

5 2. For an order declaring WRD’s actions in violation of the NRS 288 *et seq.*

6 3. For an order barring for three years the Association and its officers from
7 seeking to decertify Local 1107 as bargaining agent.

8 4. For an order barring for three years WRD from seeking to decertify Local
9 1107 as bargaining agent.

10 5. For an order declaring Local 1107 as the bargaining representative of the
11 Supervisory Unit.

12 6. For an order directing WRD to do the following:

13 a. Post notices of its violations in conspicuous places in its facilities,

14 b. Post notices of the Association’s violations in conspicuous places in its
15 facilities,

16 c. Send notice(s) to employees detailing its violations,

17 d. Send notice(s) to employees detailing the Association’s violations, and

18 e. Have the notices and statements read aloud to employees during
19 meetings.

20 7. For such other relief deemed just and proper.

21 DATED this 9th day of December 2024.

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

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

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

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

CERTIFICATE OF SERVICE

I hereby certify that on December 9, 2024, I caused a true and correct copy of the foregoing Complaint to be filed via email, as follows:

Employee-Management Relations Board
emrb@business.nv.gov

I hereby certify that on December 9, 2024, I served a true and correct copy of the foregoing Complaint on Respondent via certified mail, return receipt requested, to the following:

Water Reclamation District Employees Association
Jeffery F. Allen, Esq.
2941 Camelo Drive
Henderson, NV 89051

Water Reclamation District Employees Association
Johnny Alhwayek, Resident Agent
2176 Madica Ave.
Las Vegas, NV 89123

Clark County Water Reclamation District
5857 East Flamingo Road
Las Vegas, NV 89122

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Natalie Larson
Natalie Larson

WRDEA (Respondent)

Answer to SEIU's Prohibited Practices Complaint

FILED
December 18, 2025
State of Nevada
E.M.R.B.
9:57 a.m.

1 JEFFREY F. ALLEN, ESQ.
2 Nevada Bar No. 9495
3 2941 Carmelo Drive
4 Henderson, NV 89052
5 Phone: (702) 595-1127
6 Email: jeffreyfallen@aol.com

7 Attorney for Respondent,
8 Water Reclamation District Employees Association

9 STATE OF NEVADA
10 GOVERNMENT EMPLOYEE-MANAGEMENT
11 RELATIONS BOARD

12 * * * *

13 NEVADA SERVICE EMPLOYEES UNION) CASE NO.: 2025-028
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Petitioner.

vs.

WRDEA'S ANSWER TO SEIU'S
PROHIBITED PRACTICES
COMPLAINT

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

Respondents.

COMES NOW, Respondent Water Reclamation District Employees Association
("WRDEA"), by and through its counsel, Jeffrey F. Allen, Esq., and submits the following
Answer to Nevada Service Employees Union's ("SEIU") Prohibited Practices Complaint:

STATEMENT OF PARTIES AND JURISDICTION

1. WRDEA admits the allegations in paragraph 1 of SEIU's Complaint.
2. WRDEA admits the allegations in paragraph 2 of SEIU's Complaint.
3. WRDEA admits the allegations in paragraph 3 of SEIU's Complaint.
4. WRDEA denies the allegations contained in paragraph 4 of SEIU's Complaint.
5. WRDEA denies the allegations contained in paragraph 5 of SEIU's Complaint.

1 6. Presuming that in paragraph 6 of SEIU's Complaint, it accidentally referenced
2 NRS 28.060 and really meant NRS 288.060, WRDEA admits the allegations in paragraph 6 of
3 SEIU's Complaint.

4 7. WRDEA admits the allegations in paragraph 7 of SEIU's Complaint.

5 8. WRDEA admits that SEIU is currently, and has recently been, the exclusive
6 bargaining agent for supervisory employees of Clark County Water Reclamation District
7 ("CCWRD"). WRDEA denies any remaining allegations in paragraph 8 of SEIU's Complaint.

8 9. WRDEA admits the allegations in paragraph 9 of SEIU's Complaint.

9 10. WRDEA admits the allegations in paragraph 10 of SEIU's Complaint.

10 11. WRDEA admits the allegations in paragraph 11 of SEIU's Complaint.

11 **FACTS RELEVANT TO THE PROHIBITED PRACTICES**

12 12. WRDEA admits the allegations in paragraph 12 of SEIU's Complaint.

13 13. WRDEA denies the allegations contained in paragraph 13 of SEIU's Complaint.

14 14. WRDEA admits the allegations in paragraph 14 of SEIU's Complaint.

15 15. WRDEA admits the allegations in paragraph 15 of SEIU's Complaint.

16 16. WRDEA admits the allegations in paragraph 16 of SEIU's Complaint.

17 17. WRDEA admits the allegations in paragraph 17 of SEIU's Complaint.

18 18. WRDEA admits the allegations in paragraph 18 of SEIU's Complaint.

19 19. WRDEA lacks sufficient information to be able to admit the allegations in
20 paragraph 19 of SEIU's Complaint and, on that basis, denies said allegations.

21 20. WRDEA lacks sufficient information to be able to admit the allegations in
22 paragraph 20 of SEIU's Complaint and, on that basis, denies said allegations.

23 21. WRDEA denies the allegations contained in paragraph 21 of SEIU's Complaint.

24 22. WRDEA denies the allegations contained in paragraph 22 of SEIU's Complaint.

25 23. WRDEA admits the allegations in paragraph 23 of SEIU's Complaint.

26 24. WRDEA admits the allegations in paragraph 24 of SEIU's Complaint.

27 25. WRDEA admits the allegations in paragraph 25 of SEIU's Complaint.

28 26. WRDEA admits the allegations in paragraph 26 of SEIU's Complaint.

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

27. WRDEA denies the allegations in paragraph 27 of SEIU's Complaint.

28. WRDEA admits the allegations in paragraph 28 of SEIU's Complaint.

29. WRDEA admits the allegations in paragraph 29 of SEIU's Complaint.

30. WRDEA denies the allegations in paragraph 30 of SEIU's Complaint.

31. WRDEA admits that the meeting was stated to be a luncheon from 11:05am to 12:30pm. WRDEA denies any further allegations in paragraph 31 of SEIU's Complaint.

32. WRDEA admits that the notice of the meeting stated "We will be discussing what the WRD Employees Association's mission is and what the plan is for Supervisors at CCWRD moving forward." WRDEA denies any further allegations in paragraph 32 of SEIU's Complaint.

33. WRDEA denies the allegations in paragraph 33 of SEIU's Complaint.

34. WRDEA denies the allegations in paragraph 34 of SEIU's Complaint.

35. WRDEA denies the allegations in paragraph 35 of SEIU's Complaint.

36. WRDEA admits the allegations in paragraph 36 of SEIU's Complaint.

37. WRDEA admits the allegations in paragraph 37 of SEIU's Complaint.

38. WRDEA denies the allegations in paragraph 38 of SEIU's Complaint.

39. WRDEA admits the allegations in paragraph 39 of SEIU's Complaint.

40. WRDEA admits the allegations in paragraph 40 of SEIU's Complaint.

41. WRDEA denies the allegations in paragraph 41 of SEIU's Complaint.

42. WRDEA denies the allegations in paragraph 42 of SEIU's Complaint.

43. WRDEA denies the allegations in paragraph 43 of SEIU's Complaint.

44. WRDEA denies the allegations in paragraph 44 of SEIU's Complaint.

FIRST CAUSE OF ACTION

[ASSOCIATION - NRS 288.270(2)]

45. WRDEA reiterates its responses to the preceding allegations verbatim and incorporates such responses herein.

46. WRDEA admits the allegations in paragraph 46 of SEIU's Complaint.

47. WRDEA admits the allegations in paragraph 47 of SEIU's Complaint.

48. WRDEA denies the allegations in paragraph 48 of SEIU's Complaint.

1 49. WRDEA denies the allegations in paragraph 49 of SEIU's Complaint.

2 50. WRDEA denies the allegations in paragraph 50 of SEIU's Complaint.

3 **SECOND CAUSE OF ACTION**

4 **[WRD - NRS 288.270(1)]**

5 51. WRDEA reiterates its responses to the preceding allegations verbatim and
6 incorporates such responses herein.

7 52. WRDEA admits the allegations in paragraph 52 of SEIU's Complaint.

8 53. WRDEA denies the allegations in paragraph 53 of SEIU's Complaint.

9 54. WRDEA admits the allegations in paragraph 54 of SEIU's Complaint.

10 55. WRDEA denies the allegations in paragraph 55 of SEIU's Complaint.

11 56. WRDEA denies the allegations in paragraph 56 of SEIU's Complaint.

12 57. WRDEA denies the allegations in paragraph 57 of SEIU's Complaint.

13 58. WRDEA admits the allegations in paragraph 58 of SEIU's Complaint.

14 59. WRDEA denies the allegations in paragraph 59 of SEIU's Complaint.

15 60. WRDEA admits the allegations in paragraph 60 of SEIU's Complaint.

16 61. WRDEA lacks sufficient information to respond to paragraph 61 of SEIU's
17 Complaint and on that basis denies the allegations contained therein.

18 WHEREFORE, WRDEA respectfully asks this Board for the following:

- 19 1. That SEIU take nothing by reason of its Complaint on file herein;
- 20 2. For a finding that WRDEA did not commit a prohibited labor practice as alleged
21 by SEIU herein;
- 22 3. For an award of costs and reasonable attorney's fees;
- 23 4. For such other and further relief as this Board may deem just and proper.

24
25 Dated: December 18, 2025

26 By: 

27 JEFFREY F. ALLEN, ESQ.
Nevada Bar No. 9495
Attorneys for Respondent,
28 Water Reclamation District Employees Association

CCWRD (Respondent)

Answer to Prohibited Practices Complaint

FILED
January 16, 2026
State of Nevada
E.M.R.B.
4:55 p.m.

1 FISHER & PHILLIPS LLP
2 MARK J. RICCIARDI, ESQ.
3 Nevada Bar No. 3141
4 300 South Fourth Street, Suite 1500
5 Las Vegas, NV 89101
6 Telephone: (702) 252-3131
7 Facsimile: (702) 252-7411
8 E-Mail Address: mricciardi@fisherphillips.com
9 Attorneys for Respondent Clark County Water Reclamation District

STATE OF NEVADA

EMPLOYEE-MANAGEMENT RELATIONS BOARD

9 NEVADA SERVICE EMPLOYEES UNION,) Case No.: 2025-028
10)
11 Petitioner,)
12)
13 vs.) **CLARK COUNTY WATER**
14) **RECLAMATION DISTRICT'S**
15) **ANSWER TO PROHIBITED**
16) **PRACTICES COMPLAINT**
17 WATER RECLAMATION DISTRICT)
18 EMPLOYEES ASSOCIATION, and)
19 CLARK COUNTY WATER)
20 RECLAMATION DISTRICT,)
21)
22 Respondents.)

Respondent, the Clark County Water Reclamation District ("CCWRD" or the "Respondent"), by and through its counsel of record, Mark J. Ricciardi, Esq., of the law offices of Fisher & Phillips LLP, hereby responds to the Nevada Service Employees Union's ("SEIU") December 9, 2025, Prohibited Practices Complaint ("Complaint") on file herein as follows:

STATEMENT OF PARTIES AND JURISDICTION

1. Answering Paragraph 1 of the Complaint, CCWRD states it is without sufficient information and knowledge to form a belief as to the truth or falsity of the allegations, which has the effect of a denial.

2. Answering Paragraph 2 of the Complaint, CCWRD states it is without sufficient information and knowledge to form a belief as to the truth or falsity of the allegations, which has the effect of a denial.

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

1 3. Answering Paragraph 3 of the Complaint, CCWRD states it is without
2 sufficient information and knowledge to form a belief as to the truth or falsity of the
3 allegations, which has the effect of a denial.

4 4. Answering Paragraph 4 of the Complaint, CCWRD states it is without
5 sufficient information and knowledge to form a belief as to the truth or falsity of the
6 allegations, which has the effect of a denial.

7 5. Answering Paragraph 5 of the Complaint, CCWRD states it is without
8 sufficient information and knowledge to form a belief as to the truth or falsity of the
9 allegations, which has the effect of a denial.

10 6. Answering Paragraph 6 of the Complaint, CCWRD admits it is a local
11 government employer within the meaning of NRS 288.060, and denies the remaining
12 allegations contained therein.

13 7. Answering Paragraph 7 of the Complaint, CCWRD admits the
14 allegations contained therein.

15 8. Answering Paragraph 8 of the Complaint, CCWRD admits the
16 allegations contained therein.

17 9. Answering Paragraph 9 of the Complaint, CCWRD admits the
18 Government Employee-Management Relations Act is a statute the content of which
19 speaks for itself, and the CCWRD denies the allegations to the extent they are
20 inconsistent therewith. The CCWRD denies every other allegation contained in
21 Paragraph 9 of the Complaint.

22 10. Answering Paragraph 10 of the Complaint, CCWRD admits that this
23 matter is styled as a prohibited practices complaint under the statutes indicated, and the
24 CCWRD admits the Employee Management Relations Board (“EMRB” or “Board”)
25 has jurisdiction, but denies any wrongdoing or liability to Complainant under these
26 statutes or otherwise and denies that Complainant is entitled to any damages, attorneys’
27 fees and/or relief of any kind.

28

1 11. Answering Paragraph 11 of the Complaint, CCWRD admits that this
2 matter is styled as a prohibited practices complaint under the statutes indicated, and the
3 CCWRD admits the EMRB has jurisdiction, but denies any wrongdoing or liability to
4 Complainant under these statutes or otherwise and denies that Complainant is entitled
5 to any damages, attorneys' fees and/or relief of any kind.

6 **FACTS RELEVANT TO THE PROHIBITED PRACTICES**

7 12. Answering Paragraph 12 of the Complaint, CCWRD admits the
8 allegations contained therein.

9 13. Answering Paragraph 13 of the Complaint, CCWRD states it is without
10 sufficient information and knowledge to form a belief as to the truth or falsity of the
11 allegations, which has the effect of a denial.

12 14. Answering Paragraph 14 of the Complaint, CCWRD states it is without
13 sufficient information and knowledge to form a belief as to the truth or falsity of the
14 allegations, which has the effect of a denial.

15 15. Answering Paragraph 15 of the Complaint, CCWRD, states it is without
16 sufficient information and knowledge to form a belief as to the truth or falsity of the
17 allegations, which has the effect of a denial.

18 16. Answering Paragraph 16 of the Complaint, CCWRD admits the
19 allegations contained therein.

20 17. Answering Paragraph 17 of the Complaint, CCWRD admits the
21 allegations contained therein.

22 18. Answering Paragraph 18 of the Complaint, CCWRD denies the
23 allegations contained therein.

24 19. Answering Paragraph 19 of the Complaint, CCWRD admits the Union
25 made a presentation about already-planned rate increases, which is a document the
26 content of which speaks for itself, and the CCWRD denies the allegations to the extent
27 they are inconsistent therewith. The CCWRD denies every other allegation contained in
28 Paragraph 19 of the Complaint.

1 29. Answering Paragraph 29 of the Complaint, CCWRD admits that Eaton
2 reserved Conference Room 106 for a meeting on October 7, 2025, and denies the
3 remaining allegations contained therein.

4 30. Answering Paragraph 30 of the Complaint, CCWRD states it is without
5 sufficient information and knowledge to form a belief as to the truth or falsity of the
6 allegations, which has the effect of a denial.

7 31. Answering Paragraph 31 of the Complaint, CCWRD states that the
8 meeting invite is a document the content of which speaks for itself, and denies the
9 allegations to the extent they are inconsistent therewith. The CCWRD denies every
10 other allegation contained in Paragraph 31 of the Complaint.

11 32. Answering Paragraph 32 of the Complaint, CCWRD states it is without
12 sufficient information and knowledge to form a belief as to the truth or falsity of the
13 allegations, which has the effect of a denial.

14 33. Answering Paragraph 33 of the Complaint, CCWRD denies the
15 allegations contained therein.

16 34. Answering Paragraph 34 of the Complaint, CCWRD denies the
17 allegations contained therein.

18 35. Answering Paragraph 35 of the Complaint, CCWRD denies the
19 allegations contained therein.

20 36. Answering Paragraph 36 of the Complaint, CCWRD admits the
21 allegations contained therein.

22 37. Answering Paragraph 37 of the Complaint, CCWRD states it is without
23 sufficient information and knowledge to form a belief as to the truth or falsity of the
24 allegations, which has the effect of a denial.

25 38. Answering Paragraph 38 of the Complaint, CCWRD states it is without
26 sufficient information and knowledge to form a belief as to the truth or falsity of the
27 allegations, which has the effect of a denial.

28

1 implementation and then failed to follow up, demand further negotiations or contact
2 management regarding the Study and was fully aware that the Study was being
3 presented to the CCWRD's Board of Trustees and supported CCWRD in its
4 presentation.

5 **THIRD DEFENSE**

6 The Complaint fails to allege facts sufficient to state the basis for a claim of
7 unlawful interference as it fails to allege any basis for the assertion of the heightened
8 pleading standard of "willful" conduct by the CCWRD and/or fails to allege facts
9 sufficient to show assistance beyond neutral administration or ministerial acts.

10 **FOURTH DEFENSE**

11 The Complaint fails to allege a claim upon which relief can be granted.

12 **WHEREFORE**, having answered all the allegations contained in the
13 Complaint, CCWRD prays for relief as follows:

- 14 1. The Complaint be dismissed;
- 15 2. That CCWRD be awarded its costs and reasonable attorneys' fees in
16 defending this action; and
- 17 3. For any other relief that the Board deems just and appropriate.

18 DATED this 16th day of January 2026.

19
20 FISHER & PHILLIPS, LLP

21 /s Mark J. Ricciardi, Esq.
22 MARK J. RICCIARDI, ESQ.
23 300 South Fourth Street
24 Suite 1500
25 Las Vegas, Nevada 89101
26 *Attorneys for Respondent Clark County*
27 *Water Reclamation District*
28

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

CERTIFICATE OF ELECTRONIC SERVICE

This is to certify that on the 16th day of January 2026, the undersigned, an employee of Fisher & Phillips LLP, electronically served the foregoing **CLARK COUNTY WATER RECLAMATION DISTRICT'S ANSWER TO PROHIBITED PRACTICES COMPLAINT** 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
eli@cjmlv.com
djl@cjmlv.com
Attorneys for Complainant Nevada
Service Employees Union

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

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

SEIU, Local 1107 (Complainant)

Prehearing Statement

FILED
March 16, 2026
State of Nevada
E.M.R.B.
10:47 p.m.

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

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

9 WATER RECLAMATION DISTRICT
EMPLOYEES ASSOCIATION,
10
11 **Petitioner,**
12 vs.
13 CLARK COUNTY WATER
RECLAMATION DISTRICT and SERVICE
EMPLOYEES INTERNATIONAL UNION,
14 LOCAL 1107,
15 **Respondents.**

Case No. 2025-025
(Consolidated with Case No. 2025-028)

**LOCAL 1107'S PREHEARING
STATEMENT**

16 NEVADA SERVICE EMPLOYEES UNION,
17 **Complainant,**
18 vs.
19 WATER RECLAMATION DISTRICT
20 EMPLOYEES ASSOCIATION and CLARK
COUNTY WATER RECLAMATION
21 DISTRICT,
22 **Respondents.**

Case No. 2025-028

23 Nevada Service Employees Union, aka Service Employees International Union,
24 Local 1107 ("Union" or "Local 1107"), by and through its counsel, Christensen James &
25 Martin and pursuant to NAC 288.250, hereby submits its Prehearing Statement.
26
27

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

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

I.

STATEMENT OF THE ISSUES

1. Did WRD violate NRS 288.270(1)(a), (b), (c), and (e) by colluding with the Association or its officers to interfere with the Supervisory Employees' right to freely choose a bargaining representative?

2. Did the Association violate NRS 288.270(2)(a) and (c) by colluding with WRD to interfere with the Supervisory Employees' right to freely choose a bargaining representative?

II.

MEMORANDUM OF LAW

The arguments made in the Union's prior filings in Case Nos. 2025-025 and 2025-028, including but not limited to the Union's oppositions to Water Reclamation District's ("WRD") and the Water Reclamation District Employees Association's (the "Association") motions to dismiss, are all incorporated herein.

A. Employees must have a free opportunity to select their representative.

WRD employees are entitled to a free and fair opportunity select their bargaining agent. WRD and the Association interfered with, constrained, or coerced employees in exercising their rights under Chapter 288 of the Nevada Revised Statutes, in violation of NRS 288.270(1)(a). Nevada law emphasizes the fundamental right of employees to freely select a bargaining agent of their choice. Standing as a precursor to the language of NRS 288.270 regarding prohibited practices, NRS 614.090, explicitly declares the public policy of Nevada is to ensure that employees are free from "interference, restraint or coercion" in the designation of their representatives for collective bargaining or other mutual aid or protection. In *State Local Gov't Employee-Management Rel. Bd. v. Educ. Support Emples. Ass'n*, 134 Nev. 716, 717 (2018), the Nevada Supreme Court clarified that the vote-counting standard for determining a bargaining representative requires a majority of the members of the bargaining unit, not merely a majority of votes cast. This

1 standard reinforces the principle that the selection of a representative must reflect the true
2 will of the employees in the unit. *Id.* Similarly, federal law emphasizes this point. For
3 example, Section 7 of the National Labor Relations Act (“NLRA”) explicitly provides
4 employees with the right to self-organization, to form, join, or assist labor organizations,
5 and to bargain collectively through representatives of their own choosing. This right also
6 includes the ability to refrain from such activities, ensuring that employees are free from
7 coercion in their decision-making process. 29 USCS § 157. To the extent that an
8 employer infringes on employees’ freedom to choose a representative, blocking charges
9 should be instituted and upheld to ensure that union representation elections reflect
10 employees’ true and undistorted preferences. *See Bishop v. NLRB*, 502 F.2d 1024, 1029
11 (5th Cir. 1974) (holding that if an election is allowed to proceed while unfair labor
12 practices remain unresolved, that would undermine the employees’ ability to express their
13 true, undistorted desires). The allegations contained in the prohibited practices complaint
14 strike at the very heart of this issue. Any concerted effort between the Association and
15 WRD, as well as effects arising therefrom, must be put to an end to allow employees to
16 properly choose their bargaining representative.

17 The Nevada Supreme Court has held that it is proper to look to the National Labor
18 Relations Board (“NLRB”) for guidance on issues involving the EMRB. *Rosequist v.*
19 *Int’l Ass’n of Firefighters Local 1908*, 118 Nev. 444, 449, 49 P.3d 651, 654 (2002). The
20 NLRB has consistently held that employer involvement in decertification efforts taints
21 the process and invalidates the resulting petition. For example, in *Glasser ex rel. NLRB v.*
22 *Heartland - Univ. of Livonia, MI, LLC*, 632 F. Supp. 2d 659 (E.D. Mich. 2009), the court
23 emphasized that employer assistance in withdrawing union support renders the
24 decertification petition invalid. The NLRB distinguishes between minimal, clerical
25 assistance and active solicitation, encouragement, or promotion of decertification efforts,
26 which violate the Act. *See id.*

27

1 The NLRB presumes that a decertification petition is tainted if the employer's
2 unfair labor practices are directly related to the decertification process. This presumption
3 arises because such conduct interferes with employees' free choice. For instance, in *SFO*
4 *Good-Nite Inn, LLC v. NLRB*, 403 U.S. App. D.C. 75, 84, 700 F.3d 1, 10 (2012), the
5 Board found that employer actions, such as soliciting signatures or making promises of
6 improved conditions contingent on union withdrawal, tainted the decertification petition.
7 The Board does not require proof of actual coercive effect, or even proof that the conduct
8 was *designed* to undermine union support, but a decertification petition is presumed
9 tainted where conduct would "affect the Union's status, cause employee disaffection, or
10 improperly affect the bargaining relationship." *Mathews Readymix*, 324 N.L.R.B. 1005,
11 1008 (1997). Impermissible conduct includes, but is not limited to, prohibited practices
12 that might cause employee disaffection with a union; use of company resources, such as
13 management offices, to facilitate the circulation of a petition; and the participation of
14 managers directly in the initiation or promotion of a decertification effort. *See Glasser*,
15 632 F. Supp. 2d at 668-72; *NLRB v. American Linen Supply Co.*, 945 F.2d 1428, 1433
16 (8th Cir. 1990); *NLRB v. Birmingham Publ'g Co.*, 262 F.2d 2, 8 (5th Cir. 1958).

17 If a decertification petition is found to be tainted by employer involvement, the
18 NLRB will invalidate the petition and may issue remedies to restore the status quo. These
19 remedies can include reinstating the union's recognition, requiring the employer to cease
20 and desist from further interference, and potentially ordering other corrective actions to
21 ensure employees' rights are protected. *See, e.g., Glasser*, 632 F. Supp. 2d at 673; *SFO*
22 *Good-Nite Inn, LLC v. NLRB*, 700 F.3d at 11.

23 Employer assistance in decertification efforts is unlawful under the NLRA. Such
24 involvement undermines the legitimacy of the decertification process, and the NLRB will
25 take action to invalidate tainted petitions and restore employees rights to freely choose
26 their bargaining representative without employer interference. Here, the EMRB should do
27 likewise. The evidence presented at the hearing will demonstrate that WRD and the

1 Association worked in tandem to sour the bargaining unit members' opinions about Local
2 1107 in at least the following ways:

3 (1) By WRD's refusal to implement the Classification and Compensation Study
4 ("Study") in a timely manner. James Eaton joined Local 1107 just in time for
5 the 2024 CBA negotiations. He became adamant that the Union should rely
6 on the Study, which idea was proposed by WRD. Although Eaton was on the
7 bargaining team, he took the employer's side on the issue. Eaton rescinded
8 his membership with the Union as soon as he could after negotiations took
9 place. He then formed the Association at or around the time the Study was
10 finally getting close to being completed. This created a perception in the
11 employees that they have not received the satisfaction from Local 1107's
12 representation, despite the Study being solely within WRD's control. The
13 Study should have been completed and implemented within months after
14 bargaining was completed in 2024. Instead, the Study was not completed for
15 more than a year and a half, right as a new employee organization (*i.e.*, the
16 Association) comes to fruition.

17 (2) By the Association's use WRD resources, such as pay, office space, and
18 email, to organize employees in support of the Association, with the
19 knowledge of WRD management.

20 If an employer's conduct crosses the line into active involvement, the NLRB
21 presumes that the decertification petition is tainted, even if employees were unaware of
22 the employer's actions. This presumption is based on the tendency of such conduct to
23 interfere with employees' rights under the NLRA. *SFO Good-Nite Inn, LLC*, 357
24 N.L.R.B. 79, 83 (2011). The EMRB can and should rule the same, finding that the actions
25 of WRD and the Association interfere with employees' rights under the EMRA.

26

27

1 **B. WRD dominated and interfered with Local 1107.**

2 The evidence provided to the Board thus far shows that WRD assisted in the
3 formation or administration of the Association, and thereby dominated and interfered
4 with Local 1107, in violation of NRS 288.270(1)(b). For example, in the email attached
5 to WRD's Motion to Dismiss, James Eaton *claims* that the "purpose" of the meetings was
6 "only to discuss District-related matters," but the meeting held on October 7th veered into
7 "Union-related topics." However, this stated purpose is **false**. By its own admission, the
8 Association met for the following purpose, as stated in an email to WRD supervisors:
9 "We will be discussing what the WRD Employees Association's mission is and what the
10 plan is for Supervisors at CCWRD moving forward." *See* Association Answer at ¶ 32.
11 The October 16, 2025 email thus appears to be an after-the-fact, coordinated attempt by
12 both WRD and the Association to cover their tracks.

13 Furthermore, something does not add up when considering Eaton's email
14 regarding the time set aside for the meeting. Mr. Eaton explained in his email that the
15 meeting was scheduled for the duration of one-and-a-half hours. He also stated,
16 consistent with the CBA, that the employees have 30 minutes for lunch. Finally, he
17 claimed that he would submit 30 minutes of leave time to ensure no district time was
18 used for discussing non-district matters. *Id.* While it may be true that the schedules of
19 both Eaton and Johnny Alhwayek were changed, they only took 30 minutes of paid time
20 off. We now have two periods of 30 minutes accounted for: one for lunch and one for
21 paid time off. So, the question remains: where are those other 30 minutes? Clearly, the
22 remaining time was paid by WRD to at least these two employees, despite the fact that
23 the express purpose of the meeting was for organizing the Association. *See again*
24 Association Answer at ¶ 32.

25 At minimum, Eaton's October 16th email should be interpreted as proving that
26 WRD paid Eaton and Alhwayek for at least 30 minutes of Association-related activity.
27 Payment for organizing efforts is the epitome of assistance in the formation of an

1 employee organization. WRD thus engaged in a prohibited practice by assistance in the
2 formation or administration of the Association.

3 **C. WRD has discriminated to encourage membership in the Association and/or**
4 **discourage membership in the Union.**

5 In violation of NRS 288.270(1)(c), WRD engaged in a prohibited practice by
6 withholding information about the Association's misuse of email and office space for
7 organizing purposes rather than transparently alerting Local 1107. Such secretive conduct
8 demonstrates a likelihood of discrimination, particularly considering that Local 1107 was
9 forced to discover the wrongdoing independently. The Association has also engaged in
10 discrimination in violation of NRS 288.270(2)(c) because of political or personal reasons.

11 Nevada labor law under the Employee-Management Relations Act (EMRA) is
12 interpreted consistently with federal labor law. *Truckee Meadows v. Int'l Firefighters*,
13 109 Nev. 367, 375-76 (1993). Under established federal precedent, employers cannot
14 provide differential access to the employer's communication systems without legitimate
15 justification. *Loparex LLC v. NLRB*, 591 F.3d 540, 545 (7th Cir. 2009) stands for the
16 proposition that allowing one union to use communication tools while denying access to
17 another constitutes discrimination and violates the NLRA, absent a legitimate, non-
18 discriminatory reason. *See also Brandeis Machinery & Supply Co. v. NLRB*, 412 F.3d
19 822, 834-35 (7th Cir. 2005) (explaining that under NLRA section 8(a)(1), facially
20 nondiscriminatory "policies may not target, either through *design* or enforcement, activity
21 protected by the Act"). The Association has used WRD resources, such as email and
22 office space, for purposes of organizing. WRD does not allow Local 1107 to use these
23 resources for its own organizing efforts.

24 **D. WRD failed to bargain in good faith regarding the Study.**

25 WRD has violated its duty to bargain in good faith in regard to the
26 implementation of the Study. The NLRB has ruled that placing a deadline on bargaining
27 could be considered a violation of the duty to bargain in good faith. *See, e.g., Golden*

1 *Farm Brooklyn, Inc.*, 2014 NLRB LEXIS 522 (holding that an employer who sets
2 arbitrary deadlines in bargaining indicates bad faith). Based upon the allegations of the
3 complaint, WRD proposed to meet and confer regarding the Study, which is not
4 bargaining. Although informal discussions between an employer and employee
5 organization are “exempt from all requirements of notice or time schedule,” this does not
6 apply to bargaining, particularly over mandatory subjects. NRS 288.180(4). WRD also
7 imposed a timeline on “bargaining,” giving Local 1107 less than two weeks to negotiate
8 concerning the Study. Thus, even if the request to meet and confer could be successfully
9 characterized as an offer to bargain, the fact that WRD placed a timeline on that
10 bargaining was improper. WRD should be held accountable for this prohibited practice,
11 particularly where it has tainted the bargaining unit members’ perception of Local 1107.

12 **E. Conclusion.**

13 Based upon the foregoing, as well as the evidence that will be presented at the
14 hearing held in this case, the Board should (1) find that WRD and the Association
15 engaged in prohibited practices that interfered with the Supervisory Employees’ freedom
16 to choose a bargaining representative and (2) deny the Association’s decertification
17 petition.

18 **III.**

19 **ADMINISTRATIVE STATEMENT**

20 Because the Board has consolidated the Association’s petition with Local 1107’s
21 prohibited practices complaint, there are no other proceedings to address.

22 **IV.**

23 **WITNESS LIST**

24 Local 1107 may call one or more of the following witnesses, and reserves the
25 right to not call any of them, to testify at the hearing:
26
27

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

1. Brenda Marzan, Local 1107 Contract Representative

Ms. Marzan is expected to testify regarding the facts and circumstances alleged in the Union's prohibited practices complaint.

2. All Bargaining Unit Members for the Supervisory Employees of WRD

These witnesses are expected to testify regarding the facts and circumstances surrounding their decision to choose to be represented by Local 1107, the Association, or neither employee organization.

3. Dave Williams, WRD Manager

Mr. Williams is expected to testify regarding the facts and circumstances surrounding the prohibited practices complaint.

4. Any witness named by any other party.

V.

ESTIMATE OF TIME

Local 1107 estimates that its presentation will require around 24 hours, not including cross-examination or questions from the Board.

DATED this 16th day of March, 2026.

CHRISTENSEN JAMES & MARTIN, CHTD.

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

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

CERTIFICATE OF FILING & SERVICE

I hereby certify that on March 16, 2026, I caused a true and correct copy of the foregoing Prehearing Statement to be filed via email, as follows:

Employee-Management Relations Board
emrb@business.nv.gov

I hereby certify that on March 16, 2026, I served a true and correct copy of the foregoing Prehearing Statement on Respondents via email only to the following:

Water Reclamation District Employees Association
c/o Jeffery F. Allen, Esq.
jeffreypfallen@aol.com
Counsel for the Association

Clark County Water Reclamation District
c/o Fisher & Phillips LLP
Mark J. Ricciardi, Esq.
mricciardi@fisherphillips.com
Counsel for WRD

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Dylan Lawter
Dylan Lawter

WRDEA (Respondent)

Prehearing Statement

FILED
March 10, 2026
State of Nevada
E.M.R.B.
3:14 p.m.

1 JEFFREY F. ALLEN, ESQ.
2 Nevada Bar No. 9495
3 2941 Carmelo Drive
4 Henderson, NV 89052
5 Phone: (702) 595-1127
6 Email: jeffreyfallen@aol.com

7 Attorney for Petitioner/Respondent,
8 Water Reclamation District Employees Association

9 STATE OF NEVADA
10 GOVERNMENT EMPLOYEE-MANAGEMENT
11 RELATIONS BOARD

12 * * * *

13 WATER RECLAMATION DISTRICT
14 EMPLOYEES ASSOCIATION

15 Petitioner,

16 vs.

17 CLARK COUNTY WATER
18 RECLAMATION DISTRICT and SERVICE
19 EMPLOYEES INTERNATIONAL UNION,
20 LOCAL #1107,

21 Respondents.

22 NEVADA SERVICE EMPLOYEES UNION,

23 Petitioner,

24 WATER RECLAMATION DISTRICT
25 EMPLOYEES ASSOCIATION and CLARK
26 COUNTY WATER RECLAMATION
27 DISTRICT

28 Respondents.

) CASE NO.: 2025-025 consolidated with
) CASE NO.: 2025-028

) WRDEA'S PRE-HEARING
) STATEMENT

29 COMES NOW, Petitioner/Respondent Water Reclamation District Employees
30 Association ("WRDEA"), by and through its counsel, Jeffrey F. Allen, Esq., and hereby submits
31 the following Pre-Hearing Statement pursuant to Nevada Administrative Code §288.250.
32 WRDEA reserves the right to supplement or to amend this Pre-Hearing Statement as new or

1 additional information becomes available.

2 **A. STATEMENT OF ISSUES**

3 1. Whether WRDEA should replace Respondent/Complainant Service Employees
4 International Union, Local 1107 aka Nevada Service Employees Union ("SEIU") as the exclusive
5 bargaining agent for supervisory employees of Respondent Clark County Water Reclamation
6 District ("CCWRD") because it is supported by a majority of such employees whereas SEIU is
7 not supported by a majority of such employees.

8 2. Whether WRDEA's efforts to mobilize support for it to become the exclusive
9 bargaining agent for supervisory employees of CCWRD was consistent with its rights under NRS
10 Chapter 288 or whether it constituted a prohibited labor practice in violation of NRS 288.270(2).

11 3. Whether CCWRD committed a prohibited labor practice in violation of NRS
12 288.270(1).

13 **B. MEMORANDUM OF POINTS AND AUTHORITIES**

14 This case should yield a simple election in which the supervisory employees of CCWRD
15 choose whether they want to be represented by WRDEA or SEIU. Indeed, WRDEA was
16 organized precisely because a majority of the employees of CCWRD were dissatisfied with how
17 they were being represented by SEIU. WRDEA leadership began holding meetings to mobilize
18 support from bargaining unit employees and their efforts were successful. Currently more than
19 half of bargaining unit employees are dues paying members of WRDEA. Only a handful of such
20 employees- well less than a majority- still support SEIU. Once WRDEA had sufficient support
21 amongst bargaining unit employees, it filed the Petition herein to replace SEIU as the exclusive
22 bargaining agent for such employees. This Petition was timely pursuant to NAC 288.146(2)(b).
23 Given that a majority of bargaining unit members support WRDEA and not SEIU, WRDEA's
24 Petition should be accepted by this Board pursuant to NRS 288.160.

25 Instead of accepting the fact that very few bargaining unit members still want SEIU to
26 represent them, SEIU filed a frivolous Prohibited Labor Practice Complaint against WRDEA and
27 CCWRD which is factually and legally unsupportable. In short, SEIU's specific allegations
28 against WRDEA do not give rise to a valid legal claim.

1 SEIU's first allegations of supposed misconduct revolve around the prior round of
2 negotiations between CCWRD and SEIU that led to the current Collective Bargaining Agreement
3 covering the employees at issue herein. SEIU alleges that it was trying to secure large salary
4 increases for bargaining unit employees but James Eaton ("Eaton")- a bargaining unit member
5 who was on the SEIU negotiation team and who subsequently helped found WRDEA- was only
6 advocating for a "minimal" salary increase. SEIU can gloss itself and disparage Eaton all it likes,
7 but the fact is- as SEIU admits in its Complaint- SEIU and CCWRD agreed to the two-year
8 Collective Bargaining Agreement that is currently in place. Thus, the position that Eaton took as
9 a member of the SEIU negotiation team certainly does not constitute a prohibited labor practice
10 under NRS §288.270(2).

11 SEIU's second allegations of supposed misconduct are that WRDEA has destabilized and
12 disparaged SEIU by virtue of WRDEA's organizational efforts and its attempt to replace SEIU as
13 the exclusive bargaining agent for supervisory employees of CCWRD. Specifically, SEIU
14 complains about a luncheon sponsored by WRDEA on October 7, 2025 at CCWRD premises as
15 well as other on-site organizing meetings. Ridiculously, SEIU complains that WRDEA had an
16 innocuous meeting announcement stating: "The purpose of the Association's meeting was to
17 discuss its mission, the plans moving forward and future benefits." These allegations are of no
18 moment because WRDEA had every right to organize and to mobilize support from bargaining
19 unit employees. A by-product of this legal activity might be that SEIU has been destabilized and
20 has less support from bargaining unit members, but that doesn't render WRDEA's perfectly legal
21 conduct somehow violative of NRS 288.270(2).

22 **C. RELATED PROCEEDINGS**

23 None.

24 **D. LIST OF WITNESSES**

25 Complainants reserve the right to call the following witnesses at the hearing of this matter,
26 exclusive of rebuttal witnesses:

27 1. James Eaton, WRDEA President: Expected to testify about the organization of
28 WRDEA, the bargaining unit that it seeks to represent (supervisory employees of CCWRD), the

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


shortcomings of SEIU's representation of said bargaining unit, efforts to mobilize support for WRDEA from bargaining unit employees, including how such efforts were all perfectly legal and consistent with NRS Chapter 288, and the number of bargaining unit employees that support WRDEA versus SEIU.

2. Johnny Alhwayek, WRDEA Secretary: Expected to testify about the organization of WRDEA, the bargaining unit that it seeks to represent (supervisory employees of CCWRD), the shortcomings of SEIU's representation of said bargaining unit, efforts to mobilize support for WRDEA from bargaining unit employees, including how such efforts were all perfectly legal and consistent with NRS Chapter 288, and the number of bargaining unit employees that support WRDEA versus SEIU.

E. TIME NEEDED FOR PRESENTATION OF COMPLAINANT'S CASE

Counsel estimates that the presentation of WRDEA's case will require three (3) hours, not including cross-examination and any time that may be required for questions from members of the Board or deliberations of the Board.

Dated: March 10, 2026

By: 
JEFFREY F. ALLEN, ESQ.
Nevada Bar No. 9495
Attorneys for Petitioner/Respondent,
Water Reclamation District Employees Association

1 **CERTIFICATE OF SERVICE**

2 The undersigned, Jeffrey F. Allen, hereby certifies that on March 10, 2026, he emailed a
3 copy of **WRDEA'S PRE-HEARING STATEMENT** to the following persons:

4
5 Evan L. James, Esq.
6 Email: elj@cjmly.com
7 Dylan J. Lawter, Esq.
8 Email: djl@cjmly.com
9 Christensen, James & Martin, Chtd.
10 Counsel for Respondent,
11 Service Employees International Union, Local 1107

12
13 Mark J. Ricciardi, Esq.
14 Fisher & Phillips LLP
15 Email: mricciardi@fisherphillips.com
16 Counsel for Respondent,
17 Clark County Water Reclamation District
18
19
20
21
22
23
24
25
26
27
28


Jeffrey F. Allen

CCWRD (Respondent)

Prehearing Statement

FISHER & PHILLIPS LLP
300 S. Fourth St., Ste. 1500
Las Vegas, Nevada 89101

FILED
March 16, 2026
State of Nevada
E.M.R.B.
10:35 a.m.

1 **FISHER & PHILLIPS LLP**
2 **MARK J. RICCIARDI, ESQ.**
3 Nevada Bar No. 3141
4 **ALLISON L. KHEEL, ESQ.**
5 Nevada Bar No. 12986
6 300 South Fourth Street, Suite 1500
7 Las Vegas, Nevada 89101
8 Telephone: (702) 252-3131
9 Facsimile: (702) 252-7411
10 E-mail: mricciardi@fisherphillips.com
11 E-mail: akheel@fisherphillips.com

12 Attorneys for Respondent Clark County Water
13 Reclamation District

14 **STATE OF NEVADA**
15 **GOVERNMENT EMPLOYEE-MANAGEMENT**
16 **RELATIONS BOARD**

17 **WATER RECLAMATION DISTRICT**
18 **EMPLOYEES ASSOCIATION,**

19 **Petitioner,**

20 vs.

21 **CLARK COUNTY WATER**
22 **RECLAMATION DISTRICT and**
23 **SERVICE EMPLOYEES**
24 **INTERNATIONAL UNION,**
25 **LOCAL 1107,**

26 **Respondents.**

27 **NEVADA SERVICE EMPLOYEES**
28 **UNION,**

29 **Complainant,**

30 v.

31 **WATER RECLAMATION DISTRICT**
32 **EMPLOYEES ASSOCIATION, and**
33 **CLARK COUNTY WATER**
34 **RECLAMATION DISTRICT**

35 **Respondents**

EMRB Case No.: 2025-025

Consolidated with Case No. 2025-028

RESPONDENT CLARK COUNTY
WATER RECLAMATION
DISTRICT'S PRE-HEARING
STATEMENT

1 Clark County Water Reclamation District (“CCWRD” and/or “District”), by and
2 through its undersigned counsel, Mark J. Ricciardi, Esq., and Allison L. Kheel, Esq., of
3 the law offices of Fisher & Phillips LLP, hereby files its Pre-Hearing Statement pursuant
4 to NAC 288.250.

5 **I. INTRODUCTION**

6 This matter consists of two consolidated matters. The first matter arises from a
7 petition filed on November 17, 2025, by members of CCWRD’s supervisory bargaining
8 unit, seeking withdrawal of recognition from the Service Employees International Union,
9 Local 1107 (“SEIU” or “Union”) and requesting recognition of the Water Reclamation
10 District Employees Association (“WRDEA” or “Association”) as their new exclusive
11 bargaining representative.

12 The second matter (the purpose of which appears to be only to complicate the
13 first matter) arises from a Prohibited Practice Complaint filed by SEIU on December 9,
14 2025, against CCWRD and the Association alleging prohibited practices under NRS §
15 288.270 and NRS § 288.280. The allegations made in the Complaint against CCWRD
16 advance two theories: (1) that CCWRD unlawfully assisted in the Association’s
17 organizing activities concerning CCWRD’s supervisory bargaining unit; and (2) that
18 CCWRD unlawfully refused to bargain over the effects of a classification and
19 compensation study (the “Study”).

20 For CCWRD’s purposes, the primary issue before the Employee-Management
21 Relations Board (“EMRB”) is whether CCWRD engaged in any conduct prohibited
22 by NRS Chapter 288.¹ It did not.

23 As to the first theory, the evidence will demonstrate that CCWRD and its
24 management were not involved in the formation and organizing activities of the
25 Association. Management had no knowledge of the Association’s lunch meetings until
26 the Union brought it to CCWRD’s attention after the fact. Upon learning of the meetings,

27 ¹ The Union is expected to argue that the EMRB should focus narrowly on the alleged assistance and
28 bargaining refusal. But this approach presumes the existence of unlawful conduct when the threshold
question is whether any such conduct occurred at all.

1 CCWRD took affirmative steps to ensure that no employee was paid straight working
2 time for attending the lunch meeting. Moreover, even if the allegations in the Complaint
3 are taken at face value (which they should not be), the Complaint only alleges neutral
4 administrative or ministerial acts by CCWRD—conduct that cannot plausibly be deemed
5 unlawful assistance under the statute.

6 As to the second theory, the Union’s allegations regarding the Study are not only
7 unsupported by the record but are affirmatively contradicted by it. The Union was
8 provided with notice and a meaningful opportunity to bargain over the Study’s results
9 before implementation. Thus, the Union cannot show that CCWRD failed to bargain
10 over the implementation of the Study. Any claim that the Union wanted to bargain
11 further has been waived by the Union.

12 **II. ISSUES FOR CONSIDERATION**

- 13 A. Did CCWRD unlawfully assist in the formation and/or administration of
14 the Association in violation of NRS 288.270(1)(b) by unknowingly
15 providing ministerial or administrative aid to the Association?
- 16 B. Did CCWRD unlawfully refuse to bargain with the Union over the
17 implementation of the Study, in violation of NRS 288.270(1)(c)?
- 18 C. Did the SEIU waive its right to further bargaining over implementation
19 of the Study?
- 20 D. Is there a good-faith doubt whether the SEIU is supported by a majority
21 of the CCWRD’s Supervisory Employees?
- 22 E. If there is such a good-faith doubt, should the EMRB hold an election to
23 determine whether a majority of the Supervisory Employees support the
24 SEIU, the WRDEA, or no labor organization?

25 **III. PERTINENT FACTS**

26 **A. Facts Relating To The October 7, 2025 Meeting**

27 On October 7, 2025, CCWRD supervisor, Johnny Alhwayek, submitted a request
28 to reserve a District conference room from 11:05 a.m. to 12:30 p.m. Consistent with

1 CCWRD's standard procedure, Executive Administrative Assistant Jolene Bradley
2 processed the request after confirming the room's availability, without reviewing it for
3 content or purpose. Ms. Bradley's role in monitoring the use of conference rooms is
4 limited to regulating availability only to ensure any conflicts are managed. Unless there
5 was a conflict regarding the time and day requested, the reservation would not (and here,
6 did not) trigger any heightened review. Ms. Bradley's assumption on all requests from a
7 recognized employee group is that the meeting is routine and concerning CCWRD
8 business. Management was not copied on the email invitation, was not informed of the
9 meeting, and knew nothing about the meeting's purpose or subject matter. As far as
10 CCWRD was concerned, this was simply another room reservation processed through its
11 normal administrative availability process.

12 CCWRD did not become aware of the meeting's actual nature until October 15,
13 2025. During a Labor Management meeting that day, the Union raised concerns that
14 employees may have engaged in union-related activity while on paid company time.
15 Once those concerns were raised, CCWRD's Human Resources ("HR") promptly
16 investigated to determine the scope of the meeting and whether the concerns were
17 substantiated.

18 The investigation revealed that the meeting was organized by Mr. Alhwayek and
19 James Eaton (both CCWRD supervisors). Mr. Eaton provided CCWRD's HR with the
20 relevant circumstances of the meeting. Mr. Eaton explained that he sent invitations to
21 certain supervisory employees. He selected the time period to allow "available people to
22 come and go during the time period, as their lunch period allowed."

23 In response, CCWRD took affirmative action to ensure that no employees were
24 compensated for time spent on non-District-related activity. A review of payroll records
25 and discussions with Mr. Alhwayek and Mr. Eaton showed that they were the only
26 employees who inadvertently failed to clock out for time spent at the October 7, 2025
27 meeting. After that oversight was discovered, both promptly submitted payroll
28 adjustment requests so that the time was deducted as paid vacation time rather than

1 regular work hours. In accordance with District policy, paid vacation time may be used
2 for any purpose, and such adjustments are routinely processed when errors are identified.
3 Accordingly, no employee was paid by the District for any time spent at the October 7,
4 2025 meeting.

5 CCWRD did not solicit or encourage the meeting, make any special
6 accommodation for it, advertise it, pay for food, attend the meeting, or otherwise
7 participate in any way. Rather, the use of the conference room and email system resulted
8 from neutral administrative processes available to all employees, including the Union.

9 The record shows that CCWRD did not endorse, assist, or facilitate the meeting in
10 any substantive way and acted promptly to investigate and address the matter once
11 concerns were raised. These circumstances do not support any plausible allegation that
12 CCWRD engaged in improper or illegal conduct. Rather, the assertion of this claim must
13 be viewed for what it is – a flailing attempt at running interference on the supervisors’
14 intent on removing SEIU as the recognized bargaining representative.

15 **B. Facts Relating To The Study And Meetings With The Union To**
16 **Negotiate Over The Implementation Of The Study**

17 On November 6, 2025, CCWRD Deputy General Manager Brenda Pappas
18 emailed SEIU Contract Representative Brenda Marzan regarding “Class & Comp Meet
19 and Confer” and wrote that CCWRD wanted “to discuss the Class & Comp project.” Ms.
20 Pappas also asked Ms. Marzan to provide a time she was available so a meeting could be
21 coordinated.

22 On November 12, 2025, Ms. Pappas sent a calendar invitation for “Class & Comp
23 Meet & Confer,” scheduling the meeting for November 13, 2025, from 10:00 a.m. to
24 5:00 p.m.

25 On November 13, 2025, representatives of the Union and CCWRD’s bargaining
26 team met to discuss the Study. During that meeting, CCWRD responded to questions
27 the Union raised regarding the Study’s recommendations. After the meeting, Ms. Marzan
28 sent a follow-up email identifying questions and discrepancies the Union had noted,

1 including issues relating to job codes and classifications. Later that same day, Ms.
2 Pappas responded that she would “address these” issues, noted that she had “found a
3 couple others,” and subsequently provided corrected information.

4 The Study was then presented to CCWRD’s Board of Trustees (“Board”). On
5 November 18, 2025, the Board approved the Study and authorized the General Manager
6 to implement it. Upon learning that its concerns were addressed by the CCWRD, the
7 Union did not ask for an additional meeting and did not make any other suggestions or
8 proposals regarding implementation of the Study. The Union was aware that the Study
9 would be presented to the Board, attended the Board meeting, and did not present
10 opposition at that meeting. Again, there is no plausible argument that the Study was
11 improperly implemented, further establishing these improper employer action allegations
12 to be all ploy and no substance.

13 **IV. LEGAL ARGUMENT**

14 **A. The Union’s Allegations Fail As A Matter Of Law Because Routine**
15 **Administrative Acts And Ministerial Aid Cannot Constitute**
16 **Unlawful Assistance Under NRS § 288.270**

17 The Union alleges that CCWRD engaged in prohibited practices under NRS §§
18 288.270(1)(a), (b), and (c), by allowing the Association to use CCWRD’s conference
19 room and electronic communication system for organizing meetings, and by allegedly
20 paying employees to attend those meetings. Compl. ¶¶ 29–35. Of these allegations, only
21 paying employees to attend a rival union’s meeting, if it occurred, (which did not), might
22 constitute substantive support in violation of the Employee-Management Relations Act.

23 Again, CCWRD had no knowledge of the nature of the October 7, 2025, meeting.
24 Upon learning of it, however, CCWRD promptly investigated the circumstances of the
25 meeting, including a review of its payroll records, to confirm that it had no record of
26 employees being paid to attend. Rather, Mr. Eaton and Mr. Alhwayek admitted that some
27 of the time during which they attended the meeting and discussed the Association likely
28 fell on company time. CCWRD obtained a written statement from Mr. Eaton explaining

1 the circumstances of the meeting and immediately corrected the potential time
2 discrepancy.² Notwithstanding, other courts have recognized that permitting employees
3 to use company property, and even company time, for meetings is not by itself an unfair
4 labor practice, particularly where the employer does not seek to influence employee
5 choice. *See Chicago Rawhide Mfg. Co. v. NLRB*, 221 F.2d 165 (7th Cir. 1955) (noting
6 that allowing the use of company property, and even time, for employee meetings is not
7 itself an unfair labor practice, particularly where the employer does not intend to
8 influence employee choice and promptly corrects any improper time use once
9 discovered). As a result, there is no actual dispute that CCWRD acted properly and there
10 is no justiciable controversy over the claim that supervisors used company time to attend
11 the lunchtime meeting.

12 The remaining allegations concerning the use of facilities and communication
13 systems fall within the category of permissible ministerial aid under both EMRB and
14 National Labor Relations Board (“NLRB”) precedent.

15 The EMRB has consistently recognized that employer conduct constitutes
16 prohibited assistance only where it goes beyond neutral administrative acts. For example,
17 in *Nevada Classified School Employees Association, AFT/PSRP, Local 6181, AFL-CIO*
18 *v. Truckee-Carson Irrigation District*, Case No. A1-045895, Item No. 647B (EMRB,
19 Mar. 31, 2009), the Board found a violation where the employer affirmatively supported
20 the formation of a rival group, ceased dues deductions for the incumbent union, and
21 recognized the rival organization without a lawful withdrawal of recognition. No similar
22 conduct occurred here. CCWRD did not participate in the supervisors’ petition for
23

24 _____
25 ² In its Opposition to CCWRD’s Motion to Dismiss (“Opposition”), the Union argues that because 30
26 minutes was unpaid lunch and 30 minutes was corrected and taken as PTO, Mr. Eaton and Mr. Alhwayek
27 must have been paid for 30 minutes of Association-related activity. Opp. at p. 6. Yet CCWRD can only
28 rely on the information communicated to management, including Mr. Eaton’s October 16, 2025, email,
which states that the meeting “was to discuss District related matters,” “did delve into Union related
topics,” was scheduled over lunch to allow supervisors to come and go during their lunch break, and that
“submitting 30 minutes of leave time [would] ensure no district time was used for discussing non district
matters.” Those statements do not establish that CCWRD paid employees for Association-related activity.

1 withdrawal, did not cease dues deductions for the Union, and did not otherwise support
2 the formation of the Association.

3 Likewise, in *Water Employees Association v. Board of Directors, Las Vegas*
4 *Valley Water District*, Case No. A1-045418, Item No. 204 (EMRB, Feb. 16, 1988), the
5 Board found prohibited practices where the employer engaged in conduct demonstrating
6 clear interference with the union's ability to represent employees. By contrast, in
7 *Stationary Engineers, Local 39 v. Airport Authority of Washoe County*, Case No. A1-
8 045349, Item No. 133 (EMRB, Feb. 16, 1982), the Board declined to find a violation
9 where the employer's conduct reflected no improper interference or support.

10 Consistent with these principles, the Nevada Supreme Court has recognized that
11 decisions of the NLRB may provide guidance when interpreting Chapter 288. *Truckee*
12 *Meadows v. Int'l Firefighters*, 109 Nev. 367, 375 (1993). The NLRB has similarly
13 recognized that neutral administrative conduct is not unlawful assistance. For example,
14 in *Narricot Indus., L.P.*, 353 NLRB 775 (2009), the NLRB explained that only when an
15 employer goes beyond ministerial aid and actively encourages or supports one side, does
16 a violation occur (distinguishing neutral administrative acts from conduct "aimed
17 specifically at causing employee disaffection").

18 Similarly, in *Ernst Home Centers, Inc.*, 308 NLRB 848 (1992), the NLRB held
19 that an employer's compliance with an employee's request for petition language—
20 without more—constituted only ministerial aid and did not violate Section 8(a)(1) of the
21 National Labor Relations Act. Thus, employee-initiated use of an employer's
22 communication system is not employer assistance, absent evidence that the employer
23 authorized, encouraged, or knowingly permitted the activity.

24 As described above, CCWRD was unaware of the meeting or its purpose, and the
25 meeting request was processed through CCWRD's administrative reservation system.
26 To the extent the Union relies on allegedly conflicting statements Mr. Eaton made in a
27 separate email to fellow employees, that communication was not sent to CCWRD
28 management and does not provide a basis to impute prior knowledge of the meeting's

1 alleged purpose to CCWRD. Indeed, the Union’s own assertion in its Opposition says
2 that the Association “misuse[d]” email and office space further shows that such use was
3 contrary to CCWRD policy and was not undertaken with CCWRD’s knowledge or
4 permission. Because CCWRD neither encouraged nor supported the meeting, and no
5 employees were paid to attend it, the conduct alleged amounts to nothing more than
6 routine administrative activity, that is, *ministerial aid*. Such conduct is not unlawful
7 assistance under NRS § 288.270.

8 **B. The Record Does Not Support The Union’s Claim That CCWRD**
9 **Refused To Bargain In Good Faith Regarding the Study**

10 The Union alleges that CCWRD “willfully refused to bargain” regarding the
11 implementation of the Study. Compl. at ¶¶ 25, 60–61. But the Complaint pleads no facts
12 supporting that allegation, and the record disproves it. Only in its Opposition does the
13 Union attempt to elaborate on that claim, and even then, it identifies no facts showing
14 that CCWRD refused to meet, declined to negotiate, or bypassed the Union.

15 Under the Employee-Management Relations Act, both employers and employee
16 organizations have a reciprocal duty to bargain in good faith regarding mandatory
17 subjects of bargaining. NRS § 288.150. The duty requires a sincere effort to reach
18 agreement but does not require that the parties reach one. NRS § 288.150(2)(e). Whether
19 the parties have bargained in good faith is determined by examining the conduct of the
20 parties as a whole. *City of Reno v. Int’l Ass’n of Firefighters*, Local 731, Item No. 253-
21 A (1991), quoting *NLRB v. Ins. Agents’ Int’l Union*, 361 U.S. 488 (1970). Hard
22 bargaining or adherence to a bargaining position, standing alone, does not establish bad
23 faith. *Reno Mun. Employees Ass’n v. City of Reno*, Item No. 93 (1980). Rather, a
24 complainant must present substantial evidence of fraud, deceitful action, or dishonest
25 conduct. *Boland v. Nevada Serv. Employees Union*, Item No. 802, at 5 (2015), quoting
26 *Amalgamated Ass’n v. Lockridge*, 403 U.S. 274, 301 (1971).

27 As reflected in the facts set forth above, CCWRD notified the Union of the Study,
28 met with Union representatives on November 13, 2025, and addressed the Union’s

1 questions and concerns before the Study was presented to the Board. Thereafter, the
2 Union was aware that the Study would be presented to the Board, attended the Board
3 meeting at which it was approved, and did not request further negotiations or voice
4 opposition.

5 Later, in its Opposition, the Union suggests that CCWRD nevertheless failed to
6 bargain since it supposedly imposed a timeline on bargaining and because the November
7 13, 2025, meeting was described as a “meet and confer” rather than “bargaining.” But
8 neither contention is supported by the Complaint or the record. The Complaint contains
9 no factual allegation that CCWRD improperly limited the time for bargaining over the
10 Study. Nor does the record show that CCWRD imposed any express or implied deadline
11 for negotiations. CCWRD’s conduct is inconsistent with any assertion that it curtailed
12 bargaining or refused to negotiate.

13 The Union’s argument related to the “meet and confer” label fares no better. The
14 terminology used to describe the meeting does not determine whether bargaining
15 occurred. What matters is the parties’ conduct. Even assuming *arguendo* that the
16 meeting was described as a “meet and confer,” that would still be evidence of bargaining.
17 Regardless of the label used, the ordinary meaning of “confer,” “contemplates discussion
18 and exchange with a view toward reaching a decision about something.”³ On this record,
19 it is unreasonable to contend that the November 13, 2025, meeting is not evidence that
20 CCWRD engaged in bargaining. Thus, there are no facts—either alleged or supported
21 by the record—that could establish a violation of NRS § 288.270 in connection with the
22 Study. The Union’s claims are unsupported and fail as a matter of law.

23 ///

24 ///

25 ///

26 ///

27

28 ³ See Cambridge University Press, Cambridge Academic Content Dictionary, *available online at*
<https://dictionary.cambridge.org/us/dictionary/english/confer>.

1 **C. The Union Waived Any Claim To Bargain Further Over The**
2 **Implementation Of The Study**

3 It is undisputed that:

- 4 1. The Union was invited to meet with the CCWRD to discuss
5 implementation of the Study.
6 2. A meeting did occur, and the Union made points that were
7 addressed to the Union's satisfaction.
8 3. Upon learning that its concerns were addressed by the CCWRD,
9 the Union did not ask for an additional meeting and did not make
10 any other suggestions or proposals regarding implementation of
11 the Study.
12 4. The Union, in full support of implementation of the Study,
13 attended the Board meeting where the implementation of the
14 Study was approved.

15 *See Krumme v. Las Vegas Metro. Police Department*, Case No. 2016-010, Item
16 No. 822 (EMRB, Apr. 11, 2017) (explaining that a union waives its right to bargain where
17 it had clear notice of a proposed change and failed to make a timely bargaining request
18 despite a reasonable opportunity to do so).

18 **V. PENDING RELATED PROCEEDINGS**

19 CCWRD is not aware of any pending or anticipated administrative, judicial, or
20 other proceedings related to the subject of this hearing.

21 **VI. CCWRD'S ANTICIPATED WITNESSES**

- 22 A. **Brenda Pappas**, Deputy General Manager of Customer Care for
23 CCWRD, is expected to testify regarding the allegations, the development
24 and implementation of the classification and compensation study,
25 communications and bargaining with the Union concerning the study, the
26 process by which the study was presented to the Board, the bargaining
27 history between the parties, the investigation into the circumstances of the
28

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

October 7, 2025, meeting, and the payroll adjustments made for Johnny Alhwayek and James Eaton.

B. Jolene Bradley, Executive Administrative Assistant to CCWRD management, is expected to testify regarding the District’s administrative process for scheduling conference rooms, and how the October 7, 2025, meeting was scheduled.

VII. ESTIMATED TIME TO PRESENT CCWRD’S POSITION

CCWRD anticipates that presentation of its evidence and witnesses in support of its position will take five (5) hours, and collectively, with consideration of the Union’s and Association’s positions may require more than two (2) full eight-hour days.

DATED this 16th day of March 2026.

FISHER & PHILLIPS, LLP
/s/ Mark J. Ricciardi
MARK J. RICCIARDI, ESQ.
ALLISON L. KHEEL, ESQ.
300 South Fourth Street
Suite 1500
Las Vegas, Nevada 89101
*Attorneys for Respondent Clark County
Water Reclamation District*

FISHER & PHILLIPS LLP
300 S. Fourth St., Ste. 1500
Las Vegas, Nevada 89101

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

CERTIFICATE OF SERVICE

This is to certify that on the 16th day of March, 2026, the undersigned, an employee of Fisher & Phillips LLP, electronically filed the foregoing **CLARK COUNTY WATER RECLAMATION DISTRICT'S PRE-HEARING STATEMENT** with the EMRB (emrb@business.nv.gov), and a copy was emailed to:

EVAN L. JAMES, ESQ.
DYLAN J. LAWTER, ESQ.
7440 W. Sahara Avenue
Las Vegas, NV 89117
eli@cjmlv.com
djl@cjmlv.com
Attorneys for Complainant Nevada
Service Employees Union

JEFFREY F. ALLEN, ESQ.
2941 Carmelo Drive
Henderson, NV 89052
jeffrey.fallen@aol.com
Attorney for Respondent Water
Reclamation District Employees
Association

By: /s/ Heather Sanders
An employee of Fisher & Phillips LLP