

BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

NYE COUNTY SUPPORT
STAFF ORGANIZATION,

Appellant,

vs.

NYE COUNTY SCHOOL
DISTRICT,

Respondent.

CASE NO. 2026-008

APPEAL OF BARGAINING
UNIT DETERMINATION

COMES NOW the Nye County Support Staff Association (hereinafter "NCSSO" or the "Association"), by and through its attorneys, Messing Adam Jasmine & Shore and Francis C., Flaherty, Esq. and Sue S. Matuska, Esq. pursuant to NRS 288.170(5) and hereby files its appeal of a bargaining unit determination made by the Nye County School District ("NCSD" or the "District")

JURISDICTION

I

Nevada's Government Employee-Management Relations Board ("EMRB" or the "Board") has jurisdiction over this matter pursuant to NRS 288.110(2) and NRS 288.170(5).

PARTIES

II

The District is a "local government employer," as that term is defined by NRS 288.060.

III

The Association is an "employee organization," as that term is defined by NRS 288.040.

1 **FACTS**

2 **IV**

3 The District has recognized the Association as the "bargaining agent," as that term is
4 defined in NRS 288.133, for the "bargaining unit," as that term is defined in NRS 288.134,
5 comprised of "all non-substitute Bus Drivers, Bus Aides, Bus Monitors, School Secretaries,
6 Clerical Aides, Health Aides, Para-professionals, Custodians, Day Site Maintenance/Custodians,
7 Educational and Certified Occupational Therapists Assistants (COTA), Computer Tehnicians,
8 Library Aides, Campus Monitors, Educational Interpreters and Licensed Practical Nurses
9 (LPN)," the "Bargaining Unit." Section 1-1, Article I of NCSO-NCSD Master Contract
10 ("Master Contract").
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12 **V**

13 The listing of the job classifications in Section 1-1, Article I of the Master Contract has
14 changed over the years that NCSO has been the recognized bargaining agent. There were only
15 five (5) classifications in the 1996-1997 Master Contract and there are fifteen (15) classifications
16 listed in the most recently ratified contract. But the listing of job classifications has always
17 covered a diverse range of job classifications.
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19 **VI**

20 In the original 1996-1997 Master Contract, Bus Drivers, School Secretaries, Office
21 Aides, Custodians, and Bus Aides were the only classifications included but, this small collection
22 of job classifications was diverse and included employees performing clerical work, primarily at
23 a desk (school secretaries, office aides), off-site work, driving and assisting on school buses (bus
24 drivers, bus aides), and site-based custodial work, employees generally not seated at a desk or on
25 a bus (custodians). Nevertheless, as can be seen by the District's recognition in Section 1-1,
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1 Article I of the 1996-1997 Master Contract, together these job classifications were recognized by
2 the Association and the District as having a community of interest.

3 VII

4 Pursuant to NRS 288.150, the Association and the District negotiated the 2025-2027
5 "Master Contract" between the District and the Association, which governs the terms and
6 conditions of employees in the Bargaining Unit.
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8 VIII

9 Although the scope of the Bargaining Unit is not a mandatory subject of bargaining, in
10 the negotiations for 2025-2027 Master Contract, the Association proposed that Skilled
11 Maintenance Workers be added to the list of job classifications in Section 1-1 of Article I of that
12 agreement, but the District rejected that proposal. The Association's position is that Skilled
13 Maintenance Workers have the requisite community of interest with the other job classifications
14 listed in Section 1-1 of Article I and should be placed in the Bargaining Unit. The District's
15 position is to the contrary.
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18 IX

19 Specifically, at a bargaining session for the negotiation of the 2025-2027 Master
20 Contract, on or around January 20, 2026, a representative of the District rejected adding Skilled
21 Maintenance Workers to the Bargaining Unit, and on or around February 9, 2026, in response to
22 an inquiry from the Association as to why the District rejected this proposal, a representative of
23 the District indicated without further explanation that Skilled Maintenance Workers were unlike
24 any other job classification in the Master Contract.
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27 The Association and the District have ratified the 2025-2027 Master Contract.
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Although the essential duties and responsibilities of Custodians-Night are more focused on cleaning, they also have overlap with those of Skilled Maintenance Workers, such as “conduct[ing] light maintenance and repairs such as ceiling tile replacement, light bulb replacement, landscaping, and furniture repairs,” and “mov[ing], assembl[ing] or disassembl[ing] furniture, equipment or other items.”

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1 **XX**

2 The process and administration of compensation, including deferred compensation, and
3 benefits take place at the same Human Resources Department for all NCSD employees,
4 regardless of their status as being in the Bargaining Unit.
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6 **APPEAL**

7 **XXI**

8 The preceding paragraphs are restated and incorporated herein.
9

10 **XXII**

11 The primary criterion for determining whether Skilled Maintenance Workers are
12 appropriately included within the Bargaining Unit is the community of interest among Skilled
13 Maintenance Workers and the classifications already in the Bargaining Unit identified in Section
14 1-1, Article I of the Master Contract.
15

16 **XXIII**

17 The Board also considers factors such as the desires of the affected employees,
18 geographic proximity, common objectives in providing services, personnel policy and the
19 frequency of contact among the employees.
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21 **XXIV**

22 The Board generally favors larger wall-to-wall units in order to minimize the practical
23 difficulties on local government employers that result from a proliferation of smaller bargaining
24 units and to serve as a safeguard for employees against the diluted effectiveness caused by
25 smaller and fragmented bargaining units.
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XXVI

The desire for representation by NCSO of the Skilled Maintenance Workers, and their geographic proximity to the other employees, their common objectives in providing services, their regular interaction and communication on projects, and the broadly applicable personnel policies also favor the inclusion of the Skilled Maintenance Workers in the Bargaining Unit.

The preference for larger wall-to-wall units also favors the inclusion of the Skilled Maintenance Workers in the Bargaining Unit.

WHEREFORE, the Association prays for an Order from this Board that Skilled Maintenance Workers are in the Bargaining Unit.

MESSING ADAM JASMINE & SHORE

By: 
Francis C. Flaherty
Nevada Bar No. 5303
Sue S. Matuska
Nevada Bar No. 6051
Attorneys for Appellant, NCSSO

CERTIFICATE OF SERVICE

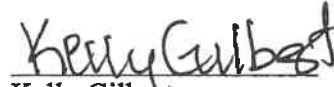
Pursuant to NAC 288.080(4) and NAC 288.200(2), I certify that I am an employee of
Messing Adam Jasmine & Shore, and that on the 4th day of May, 2026, I sent via certified mail a
true and correct copy of the within APPEAL OF BARGAINING UNIT DETERMINATION
addressed to the following:

Leslie Campos
President
Board of School Trustees
Nye County School District
484 S. West Street
Pahrump, Nevada 89048

USPS Tracking No. 9589 0710 5270 3487 4488 43

Joseph H. Gent
Superintendent
Nye County School District
484 S. West Street
Pahrump, Nevada 89048

USPS Tracking No. 9589 0710 5270 3487 4488 36


Kelly Gilbert

NCSD (Respondent)

**Respondent's Answer to Appeal of
Bargaining Unit Determination**

Marquis Aurbach
Nick D. Crosby, Esq.
Nevada Bar No. 8996
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone: (702) 382-0711
Facsimile: (702) 382-5816
ncrosby@maclaw.com
Attorneys for Respondent Nye County
School District

FILED
July 21, 2026
State of Nevada
E.M.R.B.
8:24 a.m.

BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

NYE COUNTY SUPPORT STAFF
ORGANIZATION,

Appellant,

vs.

NYE COUNTY SCHOOL DISTRICT,

Respondent.

Case No.: 2026-008

RESPONDENT'S ANSWER TO APPEAL OF BARGAINING UNIT DETERMINATION

Respondent Nye County School District ("Respondent"), by and through its attorney of record, Marquis Aurbach, hereby files its Answer to Appeal of Bargaining Unit Determination.

JURISDICTION

1. In Answering Paragraph I, Respondent admits the allegations contained therein.

PARTIES

2. In answering Paragraphs II and III, Respondent admits the allegations contained therein.

FACTS

3. In answering Paragraph IV, Respondent admits the allegations contained therein.
4. In answering paragraph V, Respondent admits the job classifications have changed over the years, admits there were five classifications in 1996-1997 Master Contract, and admits that the 2025-2027 Master Contract identifies 15 classifications, but is without sufficient information or knowledge to form and opinion as to the allegation that the "listing of job

1 classifications has always covered a diverse range of job classifications” and therefore, denies
2 the same.

3 5. In answering paragraph VI, Respondent admits the 1996-1997 Master Contract
4 included Bus Drivers, School Secretaries, Office Aides, Custodians, and Bus Aides, admits the
5 District agreed that the classifications listed in the 1996-1997 Master Contract would be included
6 in the Master Contract, admits that some of the tasks performed by the classifications generally
7 encompassed clerical/office work, driving and assisting on school busses, and custodial work,
8 but is without sufficient information or knowledge to form an opinion as to the allegation that
9 the job classifications were “diverse” and, therefore, denies the same.

10 6. In answering paragraph VII, Respondent admits the allegations contained therein.

11 7. In answering paragraph VIII, Respondent admits the allegations contained
12 therein.

13 8. In answering paragraph IX, Respondent admits there were discussions between
14 the parties on January 20, 2026 and February 9, 2026 regarding the rejection of the proposed
15 accretion of classification into the bargaining unit, but denies the remaining allegations contained
16 therein.

17 9. In answering paragraph X, Respondent admits the allegations contained therein.

18 10. In answering paragraph XI, Respondent is without sufficient information or
19 knowledge to form an opinion as to the allegations contained therein and, therefore, denies the
20 same.

21 11. In answering paragraph XII, Respondent admits the allegations contained therein.

22 12. In answering paragraph XIII, Respondent admits the allegations contained
23 therein.

24 13. In answering paragraph XIV, Respondent admits the Skilled Maintenance Worker
25 job description includes skilled repairs to plumbing, roofing, painting and carpentry, admits
26 Custodians-Day job description includes repairing and replacing plumbing fixtures, minor
27 repairs of roofing types, patching, sanding, texturing, and painting on multiple surfaces, and
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1 moving, repairing, assembling or disassembling furniture, but denies the remaining allegations
2 contained therein.

3 14. In answering paragraph XV – Respondent admits Custodian-Nights job
4 description includes tasks more focused on cleaning, admits the job description includes
5 conducting light maintenance and repairs on ceiling tiles, light bulbs, landscaping, and furniture
6 repairs, and moving, assembling or disassembling furniture, equipment or other items, but denies
7 the remaining allegations contained therein.

8 15. In answering paragraph XVI, Respondent is without sufficient information or
9 knowledge to form and opinion on the allegations and, therefore, denies the same.

10 16. In answering paragraph XVII admits the allegations contained therein.

11 17. In answering paragraph XVIII, Respondent admits the allegations contained
12 therein.

13 18. In answering paragraph XIX, respondent admits the allegations contained therein.

14 19. In answering paragraph XX, respondent admits the allegations contained therein.

15 20. In answering paragraphs, XXI, Respondent repeats and realleges is responses.

16 21. In answering paragraph XXII, the allegations call for a legal conclusion, rather
17 than an admission or denial of fact and, as such, no response is required.

18 22. In answering paragraph XXIII, the allegations call for a legal conclusion, rather
19 than an admission or denial of fact and, as such, no response is required.

20 23. In answering paragraph XXIV, the allegations call for a legal conclusion, rather
21 than an admission or denial of fact and, as such, no response is required.

22 24. In answering paragraph XXV, Respondent denies the allegations contained
23 therein.

24 25. In answering paragraph XXVI, Respondent denies the allegations contained
25 therein.

26 26. In answering paragraph XXVII, Respondent denies the allegations contained
27 therein.

28

AFFIRMATIVE DEFENSES

1. The Skilled Maintenance Workers do not share a sufficient community of interest with the other bargaining unit classifications employed by the District.

2. The Skilled Maintenance Workers are not entitled to accretion to the NCSO Master Contract.

3. The District reserves its right to amend or supplement these affirmative defenses that may become known during the course of these proceedings.

Dated this 21st day of July, 2026.

MARQUIS AURBACH

By: s/Nick D. Crosby
Nick D. Crosby, Esq.
Nevada Bar No. 8996
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorney for

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **RESPONDENT'S ANSWER TO APPEAL OF BARGAINING UNIT DETERMINATION** was submitted electronically for filing with the Employment Management Relations Board on the 21st day of July, 2026.

I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, addressed to:

Francis C. Flaherty, Esq.
Sue S. Matuska, Esq.
1817 N. Stewart Street, Ste. 35
Carson City, NV 89706
Attorneys for Appellant

s/Sherri Mong
an employee of Marquis Aurbach

NCSSO (Appellant)

Prehearing Statement

BEFORE THE GOVERNMENT

EMPLOYEE-MANAGEMENT RELATIONS BOARD

NYE COUNTY SUPPORT
STAFF ORGANIZATION,

Appellant,

CASE NO. 2026-008

vs.

NYE COUNTY SCHOOL
DISTRICT,

APPELLANT'S PREHEARING
STATEMENT

Respondent.

COMES NOW, Appellant, Nye County Support Staff Organization (hereinafter "NCSO"), by and through its attorneys, Messing Adam Jasmine & Shore, LLP, and Francis C. Flaherty and Sue S. Matuska, pursuant to NRS 288.170(5) and NAC 288.250 and hereby files its Prehearing Statement.

I.
ISSUES OF LAW AND FACT

A. Issues of Law

Do Skilled Maintenance Workers ("SMW") employed by the Nye County School District ("District" or "NCSD") share a community of interest with the employees listed as the bargaining unit in Section 1-1, Article I of the Negotiated Agreement between NCSO and the District, such that a bargaining unit that includes SMW is an appropriate unit for negotiating?

B. Issues of Fact

1. Do SMW have the same or similar duties, skills, working conditions and common objectives in providing services as all or some of the employees identified as being in the bargaining unit in the Master Contract, Article I, Section 1-1?
2. Do SMW work in geographic proximity to employees identified as being in the bargaining unit in the Master Contract, Article I, Section 1-1?

3. Do SMW have frequent contact with employees identified as being in the bargaining unit in the Master Contract, Article I, Section 1-1?
4. Do SMW work under the same organizational structure and supervision as employees identified as being in the bargaining unit in the Master Contract, Article I, Section 1-1?
5. Do SMW have similar employee benefits and work under the same personnel policies as employees identified as being in the bargaining unit in the Master Contract, Article I, Section 1-1?
6. Do SMW Desire to be Represented by NCSO?

II.

MEMORANDUM OF POINTS AND AUTHORITIES

A. Background and Facts

NRS 288.170(1) provides that a "local government employer which has recognized one or more employee organizations shall determine, after consultation with the recognized organization or organizations, which group or groups of its employees constitute an appropriate unit or units for negotiating." NRS 288.170 further provides that "[t]he primary criterion for that determination must be the community of interest among the employees concerned."

The District recognized NCSO as the "bargaining agent" as that term is defined in NRS 288.133 for the "bargaining unit" as that term is defined in NRS 288.134, and negotiated their first negotiated agreement with NCSO for the 1996-1997 school year. ("Master Contract"). That first Master Contract, in Section 1-1 of Article I (hereinafter "Section 1-1"), recognized NCSO as the exclusive representative for only five (5) job classifications: Bus Drivers, School Secretaries, Office Aides, Custodians, and Bus Aides as the "appropriate unit . . . for negotiating." Thus, in 1996-1997, the District determined, presumably after consultation with NCSO, that this collection of employees who performed: (1) clerical work primarily at a desk (school secretaries, office aides), (2) off-site work, driving and assisting on school busses (bus drivers, bus aides), and (3) site-based custodial work, employees generally not seated at a desk or on a bus (custodians) shared a community of interest and were an appropriate bargaining unit.

Over the years more job classifications were added to Section 1-1. In the 2023-2025 Master Contract, Section 1-1 listed the following fourteen (14) job classifications: "all non-

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1 substitute Bus Drivers, Bus Aides, School Secretaries, Clerical Aides, Health Aides, Para-
2 professionals, Custodians, Day Site Maintenance/Custodians, Educational and Certified
3 Occupational Therapists Assistants (COTA), Computer Technicians, Library Aides, Campus
4 Monitors, Educational Interpreters and Licensed Practical Nurses (LPN),” Thus, again, pursuant
5 to NRS 288.170, the addition of these new job classifications represent the District’s
6 determination (presumably after consultation with NCSSO) that this collection of job
7 classifications shared a community of interest and were an appropriate bargaining unit. The
8 District made this determination even though, as compared to the 1996-1997 school year,
9 Section 1-1 now lists employees who perform health care or health related duties (LPN’s and
10 COTAs), employees who specialize in operating computers (computer technicians) and
11 employees who perform security duties (campus monitors) among other additional job
12 classifications, and in addition to the original five (5) job classifications.

13 In the 2025-2026 school year the District and NCSSO negotiated a new 2025-2027
14 Master Contract. Bus Monitors were added to Section 1-1 and NCSSO proposed that the SMW
15 also be added to the list, but the District rejected that proposal. NSCCO’s asserts that the SMW
16 share the requisite community of interest with the other job classifications in the bargaining unit.
17 The District’s position is to the contrary. Specifically, on or around January 20, 2026, a
18 representative of the District rejected adding the SMW to the bargaining unit, and on or around
19 February 9, 2026, in response to an inquiry from NCSSO as to why the District rejected this
20 proposal, a representative of the District responded that SMW were unlike any other job
21 classification in the Master Contract.

22 Because determination of an appropriate bargaining unit is not a mandatory subject of
23 bargaining pursuant to NRS 288.150(2), NCSSO and the District ratified the 2025-2027 Master
24 Contract without the addition of the SMW. Therefore, pursuant to NRS 288.170(5), NCSSO
25 filed this timely Appeal of a bargaining unit determination.

26 **B. Argument**

27 **1. NRS 288.170 Requires the Local Government Employer to Consider the 28 Community of Interest Among Employees Concerned When Determining the Appropriate Bargaining Unit**

The standard for the determination of an appropriate bargaining unit is set forth in
NRS 288.170. Subsections 1 and 5 of NRS 288.170 provide:

1 1. Each local government employer which has recognized one or more
2 employee organizations shall determine, after consultation with the recognized
3 organization or organizations, which group or groups of its employees constitute
4 *an appropriate unit* or units for negotiating. *The primary criterion for that*
5 *determination must be the community of interest among the employees*
6 *concerned.*

7 * * * *

8 5. If any employee organization is aggrieved by the determination of a
9 bargaining unit, it may appeal to the Board. Subject to judicial review, the
10 decision of the Board is binding upon the local government employer and
11 employee organizations involved. *The Board shall apply the same criterion as*
12 *specified in subsection 1.*

13 (Emphasis added)

14 The Government Employee-Management Relations Board (hereinafter "Board" or
15 "EMRB") has set forth the "criteria for testing community of interest." In *Douglas County*
16 *Professional Education Ass'n v. Douglas County School District*, the Board explained:

17 In considering the criteria for testing community of interest, the Board, in past
18 decisions, has utilized all or part of the *following factors*, depending on the
19 particular employees and situations at issue: *sharing an identity of career paths,*
20 *desires of the affected employees, similarity in the qualifications, skills and*
21 *training, commonality of supervision, similarity in the kind of work performed,*
22 *similarity in employment benefits, hours of work and other terms and*
23 *conditions of employment, uniformity in personnel policy, geographic*
24 *proximity, common objectives in providing services, the employee's*
25 *organizational structure, the frequency of contact among the employees.*

26 Item No. 230, Case No. A1-045442 (Sep. 29, 1989) at 4:15-24 (emphasis added) (citing Item
27 Nos. 4, 11, 21, 43, 96 and 185). Thus, applying all the above-listed factors, the Board
28 determined in that case that school nurses had a community of interest with classroom teachers,
librarians, counselors, psychologists and special education teachers even though they clearly had
a different job description. *Id.*

 In *Nye County Law Enforcement Ass'n v. Nye County*, the Board stated:

 A community of interest[] includes, among other considerations, *similarity in*
duties, skills, working conditions, job classifications, employee benefits, and the
amount of interchange or transfer of employees, integration of an employer's
operations and supervision of employees.

1 Item No. 805, Case No. A1-046123 (June 22, 2015) at 6:1-10 (emphasis added) (citing
2 *Operating Eng'rs Local 501 v. Las Vegas Convention and Visitors Auth.*, Item No. 96, Case No.
3 A1-045-323 (May 5, 1980)). Thus, applying all the above-listed factors, the Board determined in
4 that case that juvenile probation officers had a community of interest with deputy sheriffs,
5 sergeants, district attorney investigators, and justice court bailiffs.

7 **2. When Determining Community of Interest, the EMRB Also Favors Larger**
8 **Wall-to-Wall Bargaining Units**

9 In both the above matters, the EMRB also emphasized that when determining
10 “community of interest”:

11 [T]he Board generally *favors larger wall-to-wall bargaining units* in order to
12 minimize the practical difficulties on a local government employer that result
13 from a proliferation of bargaining units and to serve as a safeguard for employees
14 against the diluted effectiveness caused by smaller and fragmented bargaining
15 units.

16 *Id.* (citing *In the Matter of IAFF Local 731 and City of Reno*, Item No. 4 (March 6, 1972)
17 (emphasis added)). The Board has further stated that ““a broad interpretation of community of
18 interest, although it places a responsibility on the employees to develop a strong and fairly
19 representative negotiating team from all contributing elements within each employee
20 organization, provides the most effective representation for the employees.”” *Douglas Cty. Prof.*
21 *Educ. Ass’n*, Item No. 230, Case No. A1-045442 (Sep. 29, 1989) at 3:10-14 (quoting *IAFF Local*
22 *731*, Item No. 4 at 2:2-7). In fact, the Board has stated that it “has also maintained throughout its
23 history that ‘the interests of *both local government employers and local government employees*
24 *are best served by establishing large bargaining units* of employees rather than a proliferation
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1 of smaller units.”¹ *Id* at 3:15-18 (quoting *Operating Eng’s Local 501*, Item No. 96 at 4)
2 (emphasis added).

3 **3. The Board’s Preference for Larger Wall-to-Wall Units and the Elements of**
4 **Community of Interest To Be Considered by the Board all Require a**
5 **Bargaining Unit That Includes SMW as The Appropriate Unit for**
6 **Negotiating Pursuant to the Standard Set Forth in NRS 288.170**

7 **(a) SMW Work with Existing Members of the Bargaining Unit in a**
8 **Functionally Interdependent Fashion to Fulfill the Common Objective**
9 **of Ensuring School Grounds and Property are in Working Order**

10 While SMW do not share the exact same job descriptions, they work side-by-side
11 with members of the existing NCCSO bargaining unit, especially custodians, to fulfill their joint
12 obligation to make sure that the District’s grounds and property are in working order. In this
13 regard, the SMW situation is very similar to the Water Quality positions in *International*
14 *Brotherhood of Electrical Workers Local 1245 v. Truckee Meadows Water Authority*, Case No.
15 2017-002, Item No. 825, 10:10-14 (2017). In that case (“*TMWA*”), although the Water Quality
16 positions did not share exact job descriptions with other employees in the Operations and Water
17 Quality department, they worked in a “functionally interdependent fashion” to “fulfill their joint
18 obligation to ensure that water qualify meets required standards.” *Id.* at 10:13-14. For this
19 reason, the Board found a similarity in duties, skills and common objectives in providing
20 services.
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24 ¹ The Board’s determination on the recent appeal on a bargaining unit determination, *Lander*
25 *County Classroom Teachers Ass’n. v. Lander County School District*, Case No. 2025-014, Item
26 No. 912 (June 1, 2026) does not assist the analysis in this matter because it focused on factors
27 that do not apply to SMW who are proposed to be added to the existing bargaining unit in this
28 matter, namely: (1) that the employees that were proposed to be added to the bargaining unit did
not have their own job classification, (2) did not receive evaluations like existing employees in
the bargaining unit, (3) did not serve probationary periods like existing employees in the
bargaining unit and (4) were relatively short-term employees compared to existing employees in
the bargaining unit.

1 Here, per their job description, SMW are to “work cooperatively with custodial staff,”
2 while per their job descriptions the Custodians-Day are to “[a]ssist district Maintenance,
3 Operations, Safety, and Security Department as needed,” and the Custodians-Night are to
4 “[a]ssist district Maintenance, Operations, Safety, and Security Department, or other departments
5 in an emergency or as the need arises.” All three of these job descriptions emphasize
6 maintenance of buildings or property of the school district. Custodians are often the ones that
7 identify the need for a technical repair and SMW are called in to coordinate with custodians to
8 make that repair. Therefore, although SMW do not share the exact same job descriptions with
9 the custodians, they work in a “functionally interdependent fashion” to “fulfill their joint
10 obligation to ensure that the buildings and property of the District are maintained.
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12 This “synergistic relationship” is similar to the one identified by the Board in *TMWA*,
13 between the Water Quality positions and other positions in the Operations and Water Quality
14 department. SMW are “crucial to the continued running” of the school grounds and property to
15 the same extent that employees identified in Section 1-1 and, “without both working in unison,”
16 the District would not be able to provide safe and working grounds and property for its students
17 and employees. See Item 825 at 11:28-12:2 (“In other words, Water Quality employees are
18 *crucial to the continued running* of the entire system to the same extent that the Local 1245 unit
19 members are, and *without both working in unison*, TMWA would not be able to fulfill its
20 mission in delivering clean, healthy water.” (emphasis added).
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24 **(b) SMW Work in Geographic Proximity to and Have Frequent Contact**
25 **with Other Employees**

26 Although SMW are not assigned to a particular school, they travel to the various
27 schools where the existing employees of the bargaining unit work and, as stated above, regularly
28 work directly with the custodians who work at those schools to complete necessary repairs.

1 **(c) SMW are Integrated into the District's Operations with the Same**
2 **Supervision**

3 SMW work directly under the supervision of Nate Cardinal, Director,
4 Maintenance & Operations & Safety/Security ("Mr. Cardinal"). Although the Custodians also
5 work under some general supervision of the principal of the particular school to which they are
6 assigned, they also work under the supervision of Mr. Cardinal, who: conducts trainings;
7 determines on a district wide basis which chemicals and other products will be used for
8 particular custodial tasks; travels to schools to communicate with custodians and to identify
9 items that need custodial attention; and, sets certain scheduling restrictions, such as establishing
10 that Custodians-night cannot begin their shift until after 3:00 p.m.
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12 **(d) SMW Have Similar Employee Benefits and Work under the Same**
13 **Personnel Policies**

14 As set forth in the Appeal, SMW are covered by all the employment policies and
15 procedures that apply generally to the existing bargaining unit, and the District contributes the
16 same amount per month to its self-insured health insurance fund (for health, dental and vision)
17 for each and every employee enrolled therein. Additionally, the District makes contributions to
18 Nevada's Public Employees' Retirement System ("PERS") on behalf of SMW as it does for
19 existing members of the bargaining unit.

20 **(e) SMW Request Representation by NCSO**

21 At the time of filing the Appeal four (4) out of six (6) SMW had signed
22 membership/authorization cards to be represented by NCSO. As of the time of filing this pre-
23 hearing statement, one of the four (4) is no longer employed by the District and so, at present,
24 three (3) out of five (5) SMW have signed membership/authorization cards to be represented by
25 NCSO.

26 In short, all of the essential requirements for determining "community of interest"
27 militate the finding of such community: SMW work synergistically with the custodians to ensure
28 the common objective that all buildings and property of the District are in good repair; they work
in close proximity to and have frequent contact with existing members of the bargaining unit;

1 they work under the supervision of the same person who supervises the custodians, who are
2 existing members of the bargaining unit; and, SMW receive the same benefits under the same
3 personnel policies. Significantly, SMW desire representation by NCSO.

4 **4. An Accretion Analysis Does Not Alter the NRS 288.170 Community of**
5 **Interest Analysis**

6 In its Answer, the District asserts as an affirmative defense that "[t]he Skilled
7 Maintenance Workers are not entitled to accretion to the NCSO Master Contract." The term
8 "accretion" is only occasionally used by the Board and is not used in NRS 288 nor NAC 288.
9 The District's interjection of "accretion" into this proceeding neither enhances nor clarifies the
10 analysis required by NRS 288.170.

11 Unlike this Board, which, as stated above, strongly favors wall-to-wall units, the NLRB
12 favors the smallest appropriate unit: "[t]he [NLRB] generally attempts to select a unit that is the
13 'smallest appropriate unit' encompassing the petitioned-for-employee classifications." *Overnite*
14 *Transp. Co. & International Bhd. of Teamsters, AFL-CIO, Loc. Union No. 28*, 331 NLRB 662,
15 663 (2000). Therefore, in NLRB and federal court cases, "accretion" considers whether a group
16 of employees is "absorbed into an existing unit" or "added and commingled with existing
17 employees" so as to lose their separate identify as a smaller appropriate unit. Because of
18 Nevada's different preference for the appropriate unit, this is a situation where this Board is "not
19 bound by an NLRB decision." *See Cone v. Nevada Serv. Emps. Union/SEIU Loc. 1107*, 116
20 Nev. 473, 480, 998 P.2d 1178, 1183 (2000) (the Board, like the courts, "is not bound by an
21 NLRB decision when it determines that the statutes involved do not fall within the purview of
22 the National Labor Relations Act.").

23 That being said, the NLRB recognizes that "[t]he question of whether a group of
24 employees represents an 'accretion' to an existing unit, so that the group is governed by the
25 larger unit's choice of bargaining representatives, is similar to the issue of a particular unit's

1 'appropriateness' for purposes of bargaining." *NLRB v. Food Employers Council, Inc.*, 399
2 F.2d 501, 502 (9th Cir. 1968). The Ninth Circuit went a step further to confirm that where the
3 question is "what constitutes the proper existing unit" of current employees, as opposed to
4 considering how newly acquired employees will be treated, the failure to consider "accretion" is
5 not erroneous. *NLRB v. Don Burgess Constr. Corp.*, 596 F.2d 378, 386-87 (9th Cir. 1979).

6 Specifically, the *Don Burgess* court stated:

7
8 The Board, in finding that the carpentry employees of BC and VB constituted an
9 appropriate unit, relied on "the fact that all of the employees possess the same
10 skills, perform the same functions, share the same general working conditions,
11 and usually work at the same situs." The record supports this finding. *The*
12 *respondents, nevertheless, contend that the Board's finding is erroneous as a*
13 *matter of law because the Board neither considered, nor found, that the new BC*
14 *carpentry crew constituted an "accretion" to the existing VB employee unit.* It is
15 true that the Board is called upon to make a determination of appropriate
16 bargaining unit in several different procedural settings, one of which arises when
17 *a new group of employees is involved. This case, however, does not present a*
18 *setting in which the doctrine of accretion is properly applicable.* Accretion
19 concerns whether certain employees should be absorbed into an existing unit. *The*
20 *issue here is what constitutes the proper existing unit.* VB did not acquire BC
21 nor did it employ BC to conduct its operations at a different location. Here a
22 single employer, consisting of VB And BC, merely shifted work from the
23 employees of VB to those of BC. *If the employees of both constitute an*
24 *appropriate bargaining unit because of their community of interests, there is no*
25 *need for the Board to concern itself with accretion.* Its failure to find "accretion"
26 was not erroneous as a matter of law.

27 *Id.* (citations omitted) (emphasis added).

28 Thus, if the employees that are at issue are all existing employees, the analysis focuses
only on whether there is a community of interest among those employees such that a unit that
includes them is an appropriate bargaining unit for negotiating. This Board is free to simply
focus its NRS 288.170 analysis on whether there is a sufficient community of interest among
SMW and other employees in the NCSO Unit to include them in that Unit.

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**III.
OTHER PENDING PROCEEDINGS**

There are no other pending proceedings.

**IV.
LIST OF WITNESSES**

- Cheryl Tibbets, the former president of NCSO who represented NCSO in the negotiations for the 2025-2027 Master Contract will testify as to the community of interest among SMW and the existing bargaining unit.
- Skilled Maintenance Worker, Troy Jecha, will testify as to the community of interest among SMW and the existing bargaining unit.
- Any witness listed by the District in its prehearing statement or called by the District to testify.

**V.
TIME ESTIMATE**

NCSO estimates that it can present its case in three (3) hours.

**VI.
SUPPLEMENTATION**

The NCSO reserves the right to supplement this Prehearing Statement as needed.

RESPECTFULLY SUBMITTED this 25th day of August, 2026.

MESSING ADAM JASMINE & SHORE

By: 
Francis C. Flaherty
Nevada Bar No. 5303
Sue S. Matuska
Nevada Bar No. 6051
Attorneys for Appellant, NCSO

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MARQUIS AURBACH
Nick D. Crosby, Esq.
10001 Park Run Drive
Las Vegas, Nevada 89145
ncrosby@maclaw.com
Attorneys for Respondent

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NCSD (Respondent)

Prehearing Statement

1 **Marquis Aurbach**
Nick D. Crosby, Esq.
2 Nevada Bar No. 8996
10001 Park Run Drive
3 Las Vegas, Nevada 89145
Telephone: (702) 382-0711
4 Facsimile: (702) 382-5816
ncrosby@maclaw.com
5 Attorneys for Respondent

FILED
August 25, 2026
State of Nevada
E.M.R.B.
2:34 p.m.

6 **STATE OF NEVADA**

7 **GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD**

8 NYE COUNTY SUPPORT STAFF
9 ORGANIZATION,

Case No.: 2026-008

10 Complainant,

11 vs.

12 NYE COUNTY SCHOOL DISTRICT,

13 Respondent.

14 **RESPONDENT'S PREHEARING STATEMENT**

15 Respondent Nye County School District ("Respondent" or "District"), by and through its
16 attorney of record, Nick D. Crosby, Esq. of Marquis Aurbach, hereby files its Prehearing Statement
17 in the above-captioned matter.

18 **I. STATEMENT OF FACTS**

19 **A. THE PARTIES.**

20 Complainant Nye County Support Staff Organization ("Complainant") is an employee
21 organization, as defined in Nevada Revised Statute 288.040, and the bargaining unit for the
22 recognized classifications in the Master Contract with Respondent. Respondent is a local
23 government employer, as defined in Nevada Revised Statute 288.060 and a county school district,
24 as contemplated under Nevada Revised Statute chapter 388.

B. THE MASTER CONTRACT.

The Parties' relationship is governed by a 2025-2027 Master Contract, a copy of which is on file with the Employee-Management Relations Board ("Board"). Article 1 of the Master Contract sets forth the recognized classifications in the bargaining unit:

**ARTICLE I
RECOGNITION****1-1**

The Board of Trustees recognizes the Nye County Support Staff Organization/NSEA/NEA, as the exclusive representatives for all non-substitute Bus Drivers, Bus Aides, Bus Monitors, School Secretaries, Clerical Aides, Health Aides, Para-professionals, Custodians, Day Site Maintenance/Custodians, Educational and Certified Occupational Therapists Assistants (COTA), Computer Technicians, Library Aides, Campus Monitors, Educational Interpreters and Licensed Practical Nurses (LPN).

1-2

The Articles in this Agreement shall apply to all members of the bargaining unit with the exception of where a specific Employee group is identified.

(MA, Art. 1, p. 4).

C. THE PARTIES' NEGOTIATIONS FOR A SUCCESSOR CONTRACT.

The Parties engaged in collective bargaining pursuant to the Government Employee-Management Relations Act ("GERMA") in 2025. On April 8, 2025, during the first negotiation session, the Parties tentatively approved a revised Article 1, which did not include Skilled Maintenance Workers ("SMWs") within the bargaining unit, but did recognize Bus Monitors as a new classification to the unit. Over seven months later Complainant, on November 10, 2025, submitted a written proposal to reopen Article 1 and to add SMWs to the bargaining unit. The request to reopen the Article and to add SMWs was denied during the Parties' fifth negotiation session on December 16, 2025. Thereafter, the Parties reached an agreement on a two-year successor contract for 2025-2027.

D. THE APPEAL.

On May 4, 2026, Complainant filed the instant Appeal with the Board pursuant to Nevada Revised Statute 288.170(5) ("Appeal"). Although it admits the scope of bargaining unit is not a mandatory subject of bargaining under the GERMA, Complainant is requesting the Board force

Respondent to recognize SMWs as a represented classification in the existing bargaining unit covered by the Master Contract. In support of its Appeal, Complainant argues the essential duties and responsibilities of SMWs “significantly overlap” those of Custodians. Further, Complainant argues that SMWs are subject to the same policies as other classifications in the existing bargaining unit, enjoy the same benefits as others in the bargaining unit, and communicate and interact on a regular basis with Custodians. As such, Complainant argues SMWs share a sufficient community of interest to be included in the existing bargaining unit.

II. STATEMENT OF ISSUES AND LAW TO BE DETERMINED BY THE BOARD

1. Whether Complainant demonstrated that SMWs employed by Respondent share a sufficient community of interest with existing classifications in the recognized bargaining unit?

2. If Complainant met its burden of demonstrating a sufficient community of interest with the existing bargaining unit, is accretion into the existing bargaining unit necessary?

III. LEGAL ARGUMENT

A. THE LEGAL FRAMEWORK FOR EVALUATING A COMMUNITY OF INTEREST.

Nevada Revised Statute 288.134 defines a “bargaining unit” as “a group of local government employees recognized by the local government employer as having sufficient community of interest appropriate for representation by an employee organization for the purpose of collective bargaining.” Nev. Rev. Stat. 288.134. It is the Local Government Employer who determines what group or groups of its employees shall constitute a bargaining unit, based on whether a sufficient community of interest exists. Nev. Rev. Stat. 288.170(1).

In determining an appropriate bargaining unit, the Board looks to the community of interest shared by the subject employees. *Operating Engineers, Local 501 v. Las Vegas Convention/Visitors Auth.*, Case No. A1-0453232, Item No. 96, at p. 2 (May 5, 1980).

“Community of interest is determined by a number of factors and criteria, some of which are as follows: similarities in duties, skills and working conditions, job classifications, employee benefits, the amount of interchange or transfer of employees, the integration of the employer’s physical operations, the centralization of administrative and managerial functions, the degree of central control of operations, including labor relations, promotional ladders used by employees, supervisory hierarchy, and common supervision.”

1 *Id.* (quoting *Labor Relations Law in the Public Sector*, Smith, Edwards, and Clark, Bobbs – Merrill
2 Co., Inc., p. 217 (1974)). Moreover, the Board will consider “the desire of the affected employees,
3 geographic proximity, common objectives in providing services, personnel policy, and frequency
4 of contact among the employees.” *IBEW, Local 1245 v. Truckee Meadows Water Auth.*, Case No.
5 2017-002, Item No. 825 *7 (Sept. 29, 2017) (citing *The Douglas Cnty. Professional Ed. Ass’n v.*
6 *The Douglas Cnty. Sch. Dist.*, Case No. A1-045442, Item No. 230 (1989)). There are no EMRB
7 cases expressly defining accretion, but the National Labor Relations Board (“NLRB”) has
8 extensively examined the issue. To this end, the NLRB has held that a valid accretion exists only
9 where: (1) the additional employees have little or no separate group identity and they cannot be
10 considered to be a separate, appropriate unit, and (2) when the additional employees share an
11 overwhelming community of interest with the preexisting unit to which they were accreted. *See*
12 *Bottling Group, LLC d/b/a/ Pepsi Beverage Co.*, 362 NLRB 234, 240 (2015). In that case, the
13 NLRB further held:

14 However, the Board has held that the “‘two most important factors’--indeed, the
15 two factors that have been identified as ‘critical’ to an accretion finding--are
16 employee interchange and common day-to-day supervision,” and therefore “the
absence of these two factors will ordinarily defeat a claim of lawful accretion.”

17 *Id.* (citation omitted).

18 **B. SKILLED MAINTENANCE WORKERS DO NOT SHARE A SUFFICIENT
19 COMMUNITY OF INTEREST WITH THE EXISTING BARGAINING
20 UNIT TO WARRANT ACCRETION.**

21 Despite Complainant’s arguments to the contrary, there is not an overwhelming – much
22 less a sufficient – community of interest between the current recognized bargaining unit and
23 SMWs. Complainant attempts to correlate some of the duties of SMWs with those of Custodians
24 (Day and Night) in order to satisfy its burden of establishing an overwhelming community of
25 interest. However, while there may be a slight amount of perceived overlap among those positions,
26 the arguably minimal overlap is *de minimus* and, in the case of SMW duties and skills, ancillary
27 to their primary essential duties and responsibilities. Indeed, SMWs perform “skilled repairs,
28 maintenance, and installations across multiple trades” including “carpentry, electrical, plumbing,
HVAC, painting, drywall, roofing, landscaping, locksmithing, and masonry....” By the plain and

1 common-sense definition of the term “skilled,” the job duties of SMWs are vastly different than
2 those of Custodians. While Day Custodians are responsible for performing maintenance repairs,
3 landscaping, and custodial functions required to maintain site facilities and the physical
4 environment in a clean, sanitary, and safe condition, their role is strictly limited to basic site
5 support and preventative maintenance.

6 Specifically, Day Custodians perform routine, localized maintenance tasks, such as
7 changing lightbulbs, replacing ceiling tiles, repairing small PVC plumbing, patching small drywall
8 areas, or making adjustments to door hardware and cabinetry, to keep their specific school site
9 operational. In contrast, SMWs are dispatched district-wide to perform advanced, specialized, and
10 code-compliant installations, and to diagnose complex electrical, plumbing, and other systems. For
11 example, while Day Custodians may conduct basic electrical work like replacing “like kind”
12 components, an SMW is responsible for diagnosing and repairing electrical systems in compliance
13 with applicable codes and pulling or installing electrical wire through walls and ceilings. Similarly,
14 while a Day Custodian cleans gutters or conducts minor roof repairs of four feet or less, an SMW
15 maintains and repairs entire roof systems. Night Custodians, meanwhile, perform strictly custodial
16 functions to maintain site cleanliness, with their maintenance duties limited to light tasks such as
17 lightbulb or ceiling replacement. Changing a light bulb is markedly different than reading and
18 interpreting building plans, pulling electrical wire through ceilings and walls, and installing
19 electrical receptacles. Likewise, cleaning roof gutters and patching roofing fascia, is a far cry from
20 installing an entire roof system or performing skilled repairs to a roof system.

21 Complainant’s attempt to equate Custodians with SMWs is akin to arguing that a driver of
22 a car who cleans the vehicle once a week is the same as the mechanic who built and maintains its
23 engine. The job duties of Custodians are overwhelmingly related to site cleanliness and basic
24 preventative maintenance, whereas SMWs are tasked with systemic, professional grade trade
25 operations, troubleshooting, and complex installations across the District.

26 Moreover, while both Day and Night Custodians must comply with specific, localized
27 safety-related OSHA regulations, such as meeting OSHA respirator standards and completing

1 respirator fit testing and maintaining localized Material Safety Data Sheets (“MSDS/SDS”), they
2 are not expected to possess the broad, trade-specific OSHA knowledge or building code expertise
3 required of SMWs. SMWs must have a comprehensive knowledge of building codes and industry-
4 wide OSHA regulations, and they are responsible for ensuring that all District-wide construction,
5 repairs, and installations are fully compliant with applicable codes and standards. SMWs also
6 maintain a 10-hour OSHA certification. No such technical, regulatory compliance expectation
7 exists for Custodians.

8 Also, there is no interchange or transfer of employees between SMWs and other
9 classifications in the existing bargaining unit. Complainant’s reliance on cooperation between
10 SMWs and Custodians as evidence of operational integration is misplaced. The SMW job
11 description requires SMWs to “work cooperatively with custodial staff and provide task-specific
12 training or support as needed, without supervisory authority.” Day Custodians are likewise
13 expected to assist the Maintenance Department as needed. However, this relationship represents a
14 clear technical and trade hierarchy rather than “interchange” of roles. SMWs act as department-
15 based technical experts who provide training and support to school-site custodial staff. Training
16 from an SMW includes various topics, such as how to change a faucet for a like-for-like fixture
17 because a Custodian has never swapped one out before or how to change a toilet flush meter on a
18 commercial toilet. There is no job sharing or dual-role assignment: Custodians do not perform
19 SMW duties and SMWs do not perform custodial cleaning and sanitation duties. This cooperative
20 relationship underscores, rather than diminishes, the separate and distinct group identity of the
21 SMWs as highly skilled, specialized District-wide technicians.

22 Next, SMWs do not share similar supervision as Custodians, which is critical for evaluating
23 a community of interest. SMWs work under the direct supervision of the Director of Maintenance
24 & Operations. They are department-based and dispatched throughout the entire District, as
25 opposed to being assigned to a specific campus. In contrast, Custodians work under “general
26 direction” and are supervised locally at their specific school assignment, typically by the school
27 principal or their designee. Because day-to-day supervision and operational control are entirely
28

1 separate, there is no shared supervisory hierarchy to support a finding of accretion. This is a critical
2 fact because common day-to-day supervision is critical to finding a basis for accretion.

3 Furthermore, SMWs are required to maintain a highly flexible work schedule, including
4 being on-call for nights, weekends, holidays, and overtime hours, to respond to District-wide
5 emergency situations and to carry out their essential functions and responsibilities while staff and
6 students are not present. There is no equivalent requirement for Custodians. While Custodians may
7 occasionally assist with an extra duty, such as a scheduled basketball tournament, they are not
8 scheduled for regular after-hours, or on-call requirements, as they work structured, set shifts. This
9 is yet another example as to why accretion into the existing bargaining unit is not appropriate.

10 Also, the geographic work environments of the two groups are fundamentally different.
11 Both Day and Night Custodians are assigned to and perform their duties within a specific,
12 designated school campus. While they must maintain a valid Nevada driver's license and a driving
13 record that qualifies for District vehicle insurance, this is primarily for localized site-specific
14 errands or supply runs, and they do not travel District-wide as a core function of their roles.
15 Conversely, SMWs have no fixed school site assignment. They are required to travel throughout
16 the entire District daily to complete work orders, provide operational support, and assist with
17 emergencies without prior notice.

18 The Complainant's assertions regarding contributions into the Public Employees
19 Retirement System ("PERS") has no real bearing on whether a community of interest exists.
20 Indeed, almost all public employers contribute into PERS on behalf of the employee, yet most
21 public employers recognize different bargaining units and also employ non-represented
22 employees, despite this common benefit. Indeed, a casual review of the publicly available
23 collective bargaining agreements on file with the Board demonstrates multiple different bargaining
24 units across the same employer, despite the fact all bargaining unit members receive employer-
25 paid contributions into PERS. The same argument applies to Complainants' arguments regarding
26 availability of other benefits to SMWs and the existing bargaining unit.

1 Finally, there is nothing precluding the SMWs to seek recognition as a separate bargaining
2 unit. "[T]he fact that a group of new employees can itself constitute a separate bargaining unit is
3 itself *sufficient* to mandate a refusal to accrete those employees to an already-existing unit." *Int'l*
4 *Ass'n of Machinists and Aerospace Workers, AFL-CIO, Dist. Lodge No. 190, Local Lodge No.*
5 *141 v. N.L.R.B.*, 759 F.2d 1477, 1481 (9th Cir. 1985).

6 **IV. PENDING OR ANTICIPATED ADMINISTRATIVE, JUDICIAL OR OTHER**
7 **PROCEEDINGS**

8 Respondent is not aware of any pending or anticipated administrative, judicial or other
9 proceedings regarding Complainant.

10 **V. LIST OF WITNESSES**

- 11 1. Michelle "Chelle" Wright, Dir. Human Resources
12 NCSD
13 c/o Marquis Aurbach
14 10001 Park Run Drive
15 Las Vegas, Nevada 89145

16 This witness is expected to testify about the facts and circumstances surrounding the
17 allegations made in the Complaint, as well as the Respondent's defenses thereto, specifically
18 related to Complainant's request for inclusion of SMWs in an existing bargaining unit, contract
19 negotiations, and administration of benefits, generally, within Respondent's workforce, and
20 policies, procedures, rules, and collective bargaining agreements with Respondent.

- 21 2. Nate Cardinal, Dir. of Maintenance, Operations, Safety and Security
22 NCSD
23 c/o Marquis Aurbach
24 10001 Park Run Drive
25 Las Vegas, Nevada 89145

26 This witness is expected to testify about the facts and circumstances surrounding the
27 allegations made in the Complaint, as well as the Respondent's defenses thereto, specifically
28 related to the duties and responsibilities of SMWs, and policies, procedures, and rules governing
the Maintenance, Operations, Safety and Security Department. Further, this witness is expected to
testify about contract negotiations with Complainant. This witness is also expected to testify as to
training and support for SMWs and Custodians.

3. Ray Ritchie, Chief Operating Officer
NCSD
c/o Marquis Aurbach
10001 Park Run Drive
Las Vegas, Nevada 89145

This witness is expected to testify about the facts and circumstances surrounding the allegations made in the Complaint, as well as the Respondent's defenses thereto, including contract negotiations with Complainant and policies, procedures, rules and regulations of Respondent.

4. Genoveva Lopez-Angelo, Assistant Superintendent
NCSD
c/o Marquis Aurbach
10001 Park Run Drive
Las Vegas, Nevada 89145

This witness is expected to testify about the facts and circumstances surrounding the allegations made in the Complaint, as well as the Respondent's defenses thereto, including contract negotiations with Complainant and policies, procedures, rules and regulations of Respondent.

Respondent reserves the right to call any witness(es) identified by Complainant.

VI. ESTIMATED TIME FOR HEARING

Respondent estimates it will take one full day to present its case in chief.

Dated this 25th day of August, 2026.

MARQUIS AURBACH

By: s/Nick D. Crosby
Nick D. Crosby, Esq.
Nevada Bar No. 8996
10001 Park Run Drive
Las Vegas, Nevada 89145
Attorney for Respondent

CERTIFICATE OF MAILING

I hereby certify that on the 25th day of August, 2026, I served a copy of the foregoing
RESPONDENT'S PREHEARING STATEMENT upon each of the parties by depositing a copy
of the same in a sealed envelope in the United States Mail, Las Vegas, Nevada, First-Class Postage
fully prepaid, and addressed to:

Francis C. Flaherty, Esq.
Sue S. Matuska, Esq.
Messing Adam Jasmine & Shore, LLP
1817 N. Stewart Street, Suite 35
Carson City, Nevada 89706
Attorney for Complainant

and that there is a regular communication by mail between the place of mailing and the place(s)
so addressed.

s/Sherri Mong
an employee of Marquis Aurbach