

FILED
April 30, 2026
State of Nevada
E.M.R.B.
1:27 p.m.

1 Sarah Varela
2 McCracken, Stemerman & Holsberry
3 2541 Spring Mountain Road, Bldg. B
4 Las Vegas, NV 89146
5 Tel.: (702) 386-5107
6 Fax: (702) 386-9848

7 *Attorneys for International Association of Fire Fighters, Local 1908*

8 **BEFORE THE LOCAL GOVERNMENT**

9 **EMPLOYEE-MANAGEMENT RELATIONS BOARD**

10 INTERNATIONAL ASSOCIATION OF
11 FIRE FIGHTERS, LOCAL 1908,

12 Complainant,

13 v.

14 COUNTY OF CLARK,

15 Respondent.
16

Case No.: 2026-006

17 **PROHIBITED PRACTICE
18 COMPLAINT**

19 Complainant alleges as follows:

20 **INTRODUCTION**

- 21 1. Complainant International Association of Firefighters Local 1908 ("IAFF 1908") is the
22 labor union representing firefighters employed by Respondent Clark County
23 ("Employer").
24 2. When the Nevada Legislature established public-sector labor rights, it was careful to
25 identify certain matters as mandatory subjects of bargaining for which an employer's
26 refusal to bargain is prohibited. NRS 288.150(2), 288.270(1)(e). One of those subjects is
27 employee safety. NRS 288.150(2)(r).
28

- 1 3. As firefighters, members of IAFF 1908 stand ready to enter harrowing, life-or-death
2 situations for the good of the public.
- 3 4. Because of the danger inherent to firefighter work, managerial decisions in this context
4 have great potential to implicate employee safety.
- 5 5. Nevertheless, Employer has refused IAFF 1908's requests to bargain over a managerial
6 practice that directly implicates employee safety: Fire Captain assignments to Special
7 Events. Complainant comes before the Board to end this stalemate and protect the
8 County's firefighters.

9 **JURISDICTION**

- 10 6. IAFF 1908 is an employee organization within the meaning of NRS 288.040.
- 11 7. IAFF 1908 serves as the bargaining representative for the employees of Employer. Fire
12 Captains¹ and firefighters are in IAFF 1908's bargaining unit.
- 13 8. Employer is a local government employer within the meaning of NRS 288.060.

14 **FACTUAL BACKGROUND**

15 **Relevant Fire Captain Work**

16 *Stand-Down Time*

- 17 9. Fire Captains usually work 24-hour shifts.
- 18 10. Most Fire Captain shifts do not involve constant engagement responding to emergencies.
19 Therefore, 24-hour shifts typically include stand-down time, which is time when Fire
20 Captains are not actively working.
- 21 11. Stand-down time gives Fire Captains time to rest. It is built in to enable Fire Captains to
22 be alert and effective when emergencies do arise. It is thus a necessary part of the Fire
23 Captain job.

24 *Station Supervision*

- 25 12. Fire Captains are also responsible for supervising firefighters at their Station.
- 26 13. Fire Captain supervision work includes leading fire crews during emergencies and
27 training, and responding to fire suppression calls, rescue calls, and EMS calls.
- 28

¹ All references to Fire Captains are specific to those at Stations 15 and 24, unless stated otherwise.

1 14. Any given shift typically has multiple Fire Captains working. That way, if some are
2 pulled out for an emergency, others are still available in the Station to supervise, or to
3 respond to other emergencies.

4 *Event Assignments Historically*

5 15. Fire Captains have also historically been assigned to work “Special Events” at large
6 venues like the Las Vegas Convention Center.

7 16. The Employer’s Special Event Deputy Chief and Assistant Chief decide which events are
8 “Special Events,” and which Fire Captain will have the assignment.

9 17. Special Event assignments are pre-determined, unlike responses to things like a fire or car
10 accident.

11 18. If the special event assignment is for 10 hours or less, the assigned captain works the
12 entire event. If it’s longer, then personnel can be switched out.

13 19. A Fire Captain assigned to a Special Event will arrive at the event and establish
14 command.

15 20. Special Events have “Event Action Plans” in the event of an emergency incident, like
16 mass casualty. Under the “Event Action Plan,” the Fire Captain is in command in
17 response to such an incident until a Battalion Chief arrives.

18 21. The only standard training Fire Captains receive for Special Event assignments are
19 walkthroughs of the event venue.

20 22. The CBA between IAFF 1908 and Employer includes a separate, negotiated, 40-hour
21 “Special Event Captain” role. Employer does not use it.

22 *Event Assignments Recently*

23 23. Las Vegas’s recent commercial expansion—for example, through multiple new
24 professional sports franchises and the opening and operation of the Sphere—has led to a
25 significant increase in the frequency of Special Events.

26 24. The frequency of Special Events is still increasing today. January 2026 had 30 special
27 events, compared to only 25 in January 2025. February 2026 saw 21, compared to only 9
28 the prior February. And March 2026 had 31 special events, compared to just 23 the prior
March.

1 25. The current frequency of Special Events puts a significant load on Fire Captains. From
2 January – March 2026, Fire Captains spent almost 800 hours staffing special events. Five
3 individual Fire Captains devoted over 31 hours to special events during that time, with
4 two devoting over 50.

5 **Employer’s Special Event Assignment Practices Implicate Employee Safety**

6 26. The increased frequency of Special Events has changed the effect of Special Event
7 assignments on Fire Captains. Specifically, it has created safety issues for Fire Captains
8 due to fatigue.

9 27. More generally, the minimal training Fire Captains receive for Special Events creates
10 danger that is another harm to employee safety.

11 *Increased Danger to Fire Captains*

12 Fatigue

13 28. Fire Captains work in harrowing, dangerous, life-or-death situations. Split-second
14 decisions and responses can have dramatic effects on their livelihoods.

15 29. Proper rest is necessary for Fire Captains to be alert when emergencies arise. Stand-down
16 time has historically enabled Fire Captains to get that rest, since they work 24-hour shifts.

17 30. The increased frequency of Special Events means Fire Captains now have far less stand-
18 down time. Historically, Fire Captains operated on business hours of 8:00am to 3:00pm
19 Monday through Friday, with personal time permitted after 3:00pm and beds available
20 for rest beginning at 7:00pm. Any Special Event that goes past 5:00pm conflicts with this
21 rest time. This includes most hockey games, concerts at T-Mobile Arena or Allegiant
22 Stadium, events at the Sphere, and others. And many Special Events remove Fire
23 Captains from the station from 8:30pm until 1:00am

24 31. This reduced stand-down time has created an increase in Fire Captain fatigue. Fire
25 Captains are expected to stay awake until the end of Special Events and then run calls
26 back at the station upon return. This lost stand-down time can require Fire Captains to
27 supervise emergency scenes after being awake for long stretches where historically they
28 would be able to fit in some rest.

1 32. Increases to Fire Captain fatigue are a threat to their safety both on the job and going to
2 and from the job.

3 33. The increased frequency of Special Event assignments is a matter of employee safety
4 because it has increased Fire Captain fatigue and thus threatened their safety.

5 Lack of Special Event Training

6 34. Emergencies at Special Events pose danger to assigned Fire Captains.

7 35. Fire Captains are not adequately trained on how to respond to emergencies at Special
8 Events. For example:

9 a. Fire Captains do not receive subject matter training on how to approach mass
10 gatherings.

11 b. Fire Captains are not adequately trained on the particularities of each venue. At T-
12 Mobile Arena, for example, where the Las Vegas Knights National Hockey
13 League team plays, the ice is maintained with gas that can be toxic if it leaks. Fire
14 Captains receive no training on how to respond if such a leak occurs.

15 36. The lack of training Fire Captains receive to respond to emergencies at Special Events is
16 a matter of employee safety because adequate training would make their work safer.

17 **Employer's Special Event Assignment Practice Affects Only Fire Captains at Stations 15**
18 **and 24**

19 37. The references to Fire Captains in this complaint have only covered Fire Captains
20 working at Stations 15 and 24.

21 38. Fire Captains working at other Stations have not been subject to the Employer's Special
22 Event Practices.

23 39. On or around April 15, 2026 the burden on these specific Fire Captains increased when
24 the County determined that only the Fire Captain who specifically bid into Stations 15
25 and 24 could work Special Events, whereas prior other Captains "acting in" to those
26 stations could work Special Events.

27 40. The impacts of the Employer's Special Event Assignment Practices, *supra* ¶¶ 24-38,
28 evidence an actual change in policy toward the Fire Captains at Stations 15 and 24. *See*

1 *IAFF Local 1908 v. Clark County Fire Department*, Item No. 811; Case No. A1-046120
2 (Dec. 17, 2025), 2015 WL 9582651, at *3.

3 **Employer Refusal to Bargain**

4 41. On multiple occasions from on or about October 6, 2025 until November 24, 2025, IAFF
5 Local 1908 President Patrick Rafter and other union representatives engaged Clark
6 County Deputy Director of Human Resources Cristina Ramos and other County
7 representatives to discuss the threats to employee safety created by the increase in Special
8 Event assignments.

9 42. Rafter and Ramos communicated by email and phone about the issue, and Rafter asked to
10 bargain over the effects of the increase in Special Event assignments. In addition, various
11 other IAFF Local 1908 representatives met in person with the County to discuss the
12 same.

13 43. On or about November 24, 2025, it became clear to IAFF 1908 that Employer had no
14 intention of bargaining about these employee safety concerns.

15 44. During the relevant times, Patrick Rafter, as the President of IAFF 1908, served as the
16 designated representative to represent IAFF 1908 under NRS 288.150(1).

17 45. During the relevant times, Cristina Ramos, as the Clark County Deputy Director of
18 Human Resources of Employer, had the authority to represent Employer under NRS
19 288.150(1).

20 46. Employer continues to assign Fire Captains to Special Events rather than utilize the
21 CBA's "Special Event Captain" role for such assignment.

22 **COUNT 1 – PROHIBITED PRACTICE OF REFUSING TO BARGAIN IN GOOD**
23 **FAITH ON A MANDATORY SUBJECT OF BARGAINING**

24 47. Complainant realleges the allegations in paragraphs 1 through 45 as if set forth at length
25 herein.

26 48. Employer's Special Event assignment practices present employee safety issues that are a
27 mandatory subject of bargaining under NRS 288.150(2)(r).

28 49. Employer's failure to bargain in good faith with IAFF 1908 concerning Employer's
Special Event assignment practices was a prohibited practice under NRS 288.270(1)(e).

1 **COUNT 2 – PROHIBITED PRACTICE OF UNILATERALLY APPLYING DIFFERENT**
2 **STANDARDS TO SOME MEMBERS OF A BARGAINING UNIT**

3 50. Complainant realleges the allegations in paragraphs 1 through 45 as if set forth at length
4 herein.

5 51. Under NRS 288.150(1) and NRS 288.170(1)(e), an employer may not unilaterally apply
6 different standards to some workers in a bargaining unit position. The application of such
7 a standard may be evidenced by an actual change in policy toward some workers in that
8 position, and violates NRS 288.270(1)(e). *See IAFF Local 1908, 2015 WL 9582651 at*
9 **3.*

10 52. Employer's Special Event Assignment Practices had negative impacts on employee
11 safety for only those Fire Captains at Stations 15 and 24. They thus constituted an
12 unlawful unilateral change in violation of NRS 288.270(1)(e).

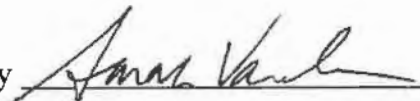
13 **PRAYER**

14 WHEREFORE, Complainant prays for the following relief:

- 15 1. That the Board order Employer to bargain with IAFF 1908 over its Special Event
16 assignment practices, especially regarding:
- 17 a. Increased Fire Captain fatigue,
 - 18 b. Special event training,
 - 19 c. The differential impact of the practices on Fire Captains at Stations 15 and 24.

20 Dated: April 30, 2026

McCACKEN, STEMERMAN & HOLSBERRY

21
22 By 
23 Sarah Varela

24 *Attorneys for International Association of Fire*
25 *Fighters, Local 1908*
26
27
28

VERIFICATION

1
2 Under penalty of perjury, the undersigned declares that he is the President of
3 Complainant International Association of Fire Fighters, Local 1908 and knows the contents of
4 the foregoing Complaint; that the pleading is true of his own knowledge, except as to those
5 matters stated on information and belief, and that as to such matters he believes them to be true.
6

7 Dated: 04/30/2026

Patrick Rafter

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CERTIFICATE OF SERVICE

I am a citizen of the United States and a resident of the State of California. I am over the age of eighteen years and not a party to the within matter. My business address is 475 14th Street, Suite 1200, Oakland, CA 94612. On April 30, 20256, I served a copy of the following document(s) described on the interested party(ies) in this action as follows:

PROHIBITED PRACTICE COMPLAINT

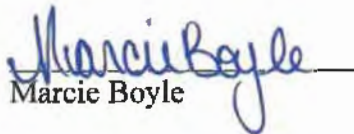
CERTIFIED U.S. MAIL: By placing a true copy thereof enclosed in a sealed envelope(s) addressed as below, and placing each for collection and mailing on that date following ordinary business practices. I am "readily familiar" with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope with postage fully prepaid.

E-MAIL or ELECTRONIC TRANSMISSION: I also caused the document(s) to be sent to the persons at the e-mail addresses listed below. My electronic notification address is vowens@dcbsf.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

County of Clark
c/o Cristina Ramos, Deputy Director of Human Resources
500 S. Grand Central Parkway, 3rd Floor
Las Vegas, NV 89155

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 30, 2026, at Oakland, California.


Marcie Boyle

McCRACKEN, STEMERMAN & HOLS
Counselors and Attorneys at Law

475 14th Street, Suite 1200
Oakland, California 94612

CERTIFIED MAIL



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US POSTAGE

County of Clark
c/o Cristina Ramos, Deputy Director of Human
Resources
500 S. Grand Central Parkway, 3rd Floor
Las Vegas, NV 89155

Clark County (Respondent)

Answer

FILED
May 26, 2026
State of Nevada
E.M.R.B.
1:50 p.m.

1 STEVEN B. WOLFSON
District Attorney
2 **CIVIL DIVISION**
3 State Bar No. 001565
By: **SARA I. SCHREIBER**
4 Deputy District Attorney
State Bar No. 15320
5 By: **SCOTT DAVIS**
6 Deputy District Attorney
State Bar No. 10019
7 500 South Grand Central Pkwy.
Las Vegas, Nevada 89155-2215
8 Phone:(702) 455-4761
9 Fax: (702) 382-5178
E-Mail: Sara.Schreiber@ClarkCountyDANV.gov
10 E-Mail: Scott.Davis@ClarkCountyDANV.gov
11 *Attorneys for Clark County*

12 **STATE OF NEVADA**
13 **GOVERNMENT EMPLOYEE-MANAGEMENT**
RELATIONS BOARD

14 INTERNATIONAL ASSOCIATION OF FIRE)
15 FIGHTERS, LOCAL 1908,

16 Complainant,

17 vs.

18 CLARK COUNTY,

19 Respondent

Case No: 2026-006

20
21 **ANSWER**

22 COMES NOW, Respondent CLARK COUNTY, by and through District Attorney,
23 STEVEN B. WOLFSON, through Scott Davis, Deputy District Attorney and Sara I. Schreiber,
24 Deputy District Attorney, and pursuant to NAC 288.200 and in Answer to the Prohibited
25 Practice Complaint filed by Complainant International Association of Fire Fighters, Local
26 1908 ("IAFF 1908" or "Complainant") on file herein, admits, denies and alleges as follows:

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

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

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

7 4. Answering paragraph 4 of the Complaint, Respondent denies any implication
8 that the County adopted any unlawful managerial practice affecting safety.

9 5. Answering paragraph 5 of the Complaint, Respondent denies that it refused
10 requests to bargain over any mandatory subject of bargaining, denies that its practices directly
11 implicate employee safety in a manner triggering mandatory bargaining obligations, and
12 denies the characterization of any “stalemate.”

13 6. Answering paragraph 6 of the Complaint, Respondent admits the allegations
14 contained therein.

15 7. Answering paragraph 7 of the Complaint, Respondent admits the allegations
16 contained therein.

17 8. Answering paragraph 8 of the Complaint, Respondent admits the allegations
18 contained therein.

19 9. Answering paragraph 9 of the Complaint, Respondent admits the allegations
20 contained therein.

21 10. Answering paragraph 10 of the Complaint, Respondent lacks knowledge or
22 information sufficient to form a belief as to the truth of the allegations contained therein and
23 therefore denies the same.

24 11. Answering paragraph 11 of the Complaint, Respondent admits that rest during
25 a 24-hour shift can occur consistent with operational needs and readiness. Respondent denies
26 any allegation that specific quantities or schedules of rest are guaranteed outside the applicable
27 CBA or policies.

28 ///

1 12. Answering paragraph 12 of the Complaint, Respondent lacks knowledge or
2 information sufficient to form a belief as to the truth of the allegations contained therein and
3 therefore denies the same.

4 13. Answering paragraph 13 of the Complaint, Respondent lacks knowledge or
5 information sufficient to form a belief as to the truth of the allegations contained therein and
6 therefore denies the same.

7 14. Answering paragraph 14 of the Complaint, Respondent lacks knowledge or
8 information sufficient to form a belief as to the truth of the allegations contained therein and
9 therefore denies the same.

10 15. Answering paragraph 15 of the Complaint, Respondent lacks knowledge or
11 information sufficient to form a belief as to the truth of the allegations contained therein and
12 therefore denies the same.

13 16. Answering paragraph 16 of the Complaint, Respondent lacks knowledge or
14 information sufficient to form a belief as to the truth of the allegations contained therein and
15 therefore denies the same.

16 17. Answering paragraph 17 of the Complaint, Respondent lacks knowledge or
17 information sufficient to form a belief as to the truth of the allegations contained therein and
18 therefore denies the same.

19 18. Answering paragraph 18 of the Complaint, Respondent lacks knowledge or
20 information sufficient to form a belief as to the truth of the allegations contained therein and
21 therefore denies the same.

22 19. Answering paragraph 19 of the Complaint, Respondent lacks knowledge or
23 information sufficient to form a belief as to the truth of the allegations contained therein and
24 therefore denies the same.

25 20. Answering paragraph 20 of the Complaint, Respondent lacks knowledge or
26 information sufficient to form a belief as to the truth of the allegations contained therein and
27 therefore denies the same.

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1 21. Answering paragraph 21 of the Complaint, Respondent denies that the “only
2 standard training” for Special Events is venue walkthroughs and denies any implication that
3 training is inadequate.

4 22. Answering paragraph 22 of the Complaint, Respondent denies the allegations
5 contained therein.

6 23. Answering paragraph 23 of the Complaint, Respondent lacks knowledge or
7 information sufficient to form a belief as to the truth of the allegations contained therein and
8 therefore denies the same.

9 24. Answering paragraph 24 of the Complaint, Respondent lacks sufficient
10 information to admit the precise month-by-month event counts alleged and therefore denies
11 the same.

12 25. Answering paragraph 25 of the Complaint, Respondent lacks sufficient
13 information to admit the precise hours alleged and therefore denies the same.

14 26. Answering paragraph 26 of the Complaint, Respondent denies that the alleged
15 increase in Special Events created safety issues for Fire Captains due to fatigue in a manner
16 requiring mandatory bargaining.

17 27. Answering paragraph 27 of the Complaint, Respondent denies that training is
18 minimal or creates danger beyond ordinary operational risks and denies any bargaining
19 obligation beyond applicable law.

20 28. Answering paragraph 28 of the Complaint, Respondent admits the allegations
21 contained therein.

22 29. Answering paragraph 29 of the Complaint, Respondent admits that proper rest
23 contributes to alertness and effectiveness but denies any specific entitlement to stand-down
24 time beyond governing agreements and policies.

25 30. Answering paragraph 30 of the Complaint, Respondent denies the asserted
26 historic schedules and characterizations as incomplete or inaccurate and denies that Special
27 Events generally conflict with mandated rest periods as alleged.

28 ///

1 31. Answering paragraph 31 of the Complaint, Respondent denies that increased
2 Special Events have created an increase in fatigue that threatens safety as alleged.

3 32. Answering paragraph 32 of the Complaint, Respondent denies the allegation that
4 increases to fatigue threaten safety “on the job and going to and from the job” as asserted.

5 33. Answering paragraph 33 of the Complaint, Respondent denies that Special
6 Event assignment frequency constitutes a matter of employee safety triggering mandatory
7 bargaining on the facts alleged.

8 34. Answering paragraph 34 of the Complaint, Respondent admits that emergencies
9 at Special Events pose dangers, as do emergencies generally.

10 35. Answering paragraph 35, including its subparts, of the Complaint, Respondent
11 denies that Fire Captains are not adequately trained and denies the examples as
12 characterizations that do not account for training and pre-planning actually provided.

13 36. Answering paragraph 36 of the Complaint, Respondent denies the allegations
14 contained therein.

15 37. Answering paragraph 37 of the Complaint, Respondent admits that the
16 Complaint’s references concern Fire Captains working at Stations 15 and 24.

17 38. Answering paragraph 38 of the Complaint, Respondent lacks knowledge or
18 information sufficient to form a belief as to the truth of the allegations contained therein and
19 therefore denies the same.

20 39. Answering paragraph 39 of the Complaint, Respondent denies the allegation as
21 stated, including any claim that the County “determined that only the Fire Captain who
22 specifically bid into Stations 15 and 24 could work Special Events” on or about April 15, 2026.

23 40. Answering paragraph 40 of the Complaint, Respondent denies that the cited
24 EMRB decision governs here and denies that there has been an actual unlawful change in
25 policy. Respondent lacks information sufficient to admit or deny Complainant’s
26 characterization of “impacts” and therefore denies the same.

27 41. Answering paragraph 41 of the Complaint, Respondent lacks knowledge or
28 information sufficient to form a belief as to the truth of the allegations contained therein and

1 therefore denies the same. Respondent specifically denies any refusal to bargain over
2 mandatory subjects.

3 42. Answering paragraph 42 of the Complaint, Respondent lacks knowledge or
4 information sufficient to form a belief as to the truth of the allegations contained therein and
5 therefore denies the same. Respondent denies the IAFF 1908 made a bargaining demand on a
6 mandatory subject that the County refused.

7 43. Answering paragraph 43 of the Complaint, Respondent denies that it had no
8 intention of bargaining about employee safety concerns as alleged.

9 44. Answering paragraph 44 of the Complaint, Respondent admits the allegations
10 contained therein.

11 45. Answering paragraph 45 of the Complaint, Respondent admits the allegations
12 contained therein.

13 46. Answering paragraph 46 of the Complaint, Respondent admits that Fire Captains
14 continue to be assigned to Special Events. However, Respondent denies any violation as
15 alleged.

16 47. Answering paragraph 47 of the Complaint, Respondent repeats and realleges its
17 responses to paragraphs 1 through 46 as though fully set forth herein.

18 48. Answering paragraph 48 of the Complaint, Respondent denies that the County's
19 Special Event assignment practices present employee safety issues that are a mandatory
20 subject of bargaining on the facts alleged.

21 49. Answering paragraph 49 of the Complaint, Respondent denies that it failed to
22 bargain in good faith or committed a prohibited practice.

23 50. Answering paragraph 50 of the Complaint, Respondent repeats and realleges its
24 responses to paragraphs 1 through 46 as though fully set forth herein.

25 51. Answering paragraph 51 of the Complaint, Respondent denies the legal
26 conclusions and characterizations asserted therein.

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Seventh Affirmative Defense

To the extent Complainant seeks to bargain or obtain relief affecting employees or positions outside its bargaining unit or recognized scope, Complainant lacks standing or capacity.

Eighth Affirmative Defense

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

WHEREFORE, Respondent CLARK COUNTY prays that:

1. Complainant take nothing by reason of the Complaint on file herein;
2. Complainant be ordered and directed by this Board to refrain from demanding to bargain beyond the mandatory scope of NRS Chapter 288;
3. Respondent be awarded all fees and costs permitted under NRS 288.110(6); and
4. The Board award any other and further relief as it deems just and proper.

DATED this 26th day of May, 2026.

STEVEN B. WOLFSON
DISTRICT ATTORNEY

By: /s/ Sara I. Schreiber
SARA I. SCHREIBER
Deputy District Attorney
State Bar No. 15320
SCOTT R. DAVIS
Deputy District Attorney
State Bar No. 10019
500 South Grand Central Pkwy. 5th Floor
Las Vegas, Nevada 89155-2215
Attorneys for *Clark County*

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CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Office of the Clark County District Attorney and that on this 26th day of May, 2026, I served a true and correct copy of the foregoing, by e-mailing the same to the following recipients. Service of the foregoing document by e-mail is in place of service via the United States Postal Service.

Sarah Varela, Esq.
McCracken, Stemerman & Holsberry
2541 Spring Mountain Road, Bldg. B
Las Vegas, NV 89146
svarela@msh.law
Attorneys for IAFF Local 1908

/s/ Christine Wirt
An Employee of the Clark County District
Attorney's Office – Civil Division

Local 1908 (Complainant)

Prehearing Statement

FILED
June 16, 2026
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Sarah Varela
McCRACKEN, STEMERMAN & HOLSBERY
2541 Spring Mountain Road, Bldg. B
Las Vegas, NV 89146
Tel.: (702) 386-5107
Fax: (702) 386-9848

Attorneys for International Association of Fire Fighters, Local 1908

**BEFORE THE LOCAL GOVERNMENT
EMPLOYEE-MANAGEMENT RELATIONS BOARD**

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1908,

Complainant,

v.

COUNTY OF CLARK,

Respondent.

**COMPLAINANT LOCAL 1908's
PREHEARING STATEMENT**

Case No.: 2026-006

Complainant International Association of Firefighters, Local 1908 (“Local 1908”), through its counsel of record, McCracken, Stemerman & Holsberry, hereby files its Prehearing Statement pursuant to NAC 288.250. Local 1908 reserves the right to supplement this Prehearing Statement in the event it discovers additional relevant information.

I. STATEMENT OF THE ISSUES

- 1. Are Respondent’s practices for (a) assigning Fire Captains¹ to Special Events, and (b) training Fire Captains for Special Events, significantly related to the safety of Fire Captains, broadly construed, such that they are a mandatory subject of bargaining under NRS 288.150(2)(r)?

¹All references to Fire Captains are specific to those at Stations 15 and 24, unless otherwise noted.

1 2. Did Respondent violate NRS 288.270(1)(e) by failing to bargain in good faith with
2 Local 1908 concerning its practices for assigning and training Fire Captains for
3 Special Events?

4 3. Did Respondent violate NRS 288.270(1)(e) by unilaterally applying different
5 standards to only some bargaining unit Fire Captains, through its practices for
6 assigning and training the Fire Captains at Stations 15 and 24 for Special Events?

7 **II. MEMORANDUM OF LAW**

8 **A. Factual Background**

9 **1. Fire Captain Work and Special Event Assignments**

10 Local 1908 is the bargaining representative for the employees of Respondent Clark
11 County (“Employer”). Fire Captains working for Employer are in Local 1908’s bargaining unit.
12 This charge regards aspects of Fire Captain “Special Event” work over which Employer has
13 refused to bargain with Local 1908, despite those aspects being sufficiently related to employee
14 safety to be a mandatory subject of bargaining under NRS 288.150(2)(r).

15 Fire Captains usually work 24-hour shifts, but those shifts usually do not involve constant
16 engagement responding to emergencies. Instead, those shifts typically include “stand-down
17 time,” which is time when Fire Captains are not actively working and can get needed rest to be
18 alert and effective when emergencies do arise.

19 Historically, Fire Captains have also been assigned to work “Special Events” at large
20 venues. The Employer’s Special Event Deputy Chief and Assistant Chief decide whether an
21 event is a Special Event, and which Fire Captain will be assigned to it if so. At the actual event,
22 the assigned Fire Captain arrives, establishes command, and, in the event of an emergency, is set
23 to remain in command until a Battalion Chief arrives. The only standard training Fire Captains
24 receive for this Special Event work is a walkthrough of the venue. For example, they do not
25 receive subject matter training on how to approach mass gatherings, nor training on particular
26 risks specific to each venue.

27 Special Event assignments generally cut into Fire Captain stand-down time. Historically,
28 Fire Captains operated on business hours of 8:00am to 3:00pm Monday through Friday, with

1 personal time permitted after 3:00pm and beds available for rest beginning at 7:00pm. Special
2 Events that go past 5:00pm conflict with this rest time. And many Special Events remove Fire
3 Captains from the station from 8:30pm until 1:00am.

4 Recently, the frequency of Special Events has seen a marked increase. This is because
5 Las Vegas’s commercial expansion has resulted in far more Special Events taking place. What’s
6 more, a comparison between the beginning of 2025 and the beginning of 2026 shows that this
7 increase continues today: January 2026 had 30 Special Events, compared to only 25 in January
8 2025; February 2026 saw 21, compared to only 9 the prior February; and March 2026 had 31
9 special events, compared to just 23 the prior March.

10 Because Special Event assignments cut into stand-down time, the recent, marked increase
11 in such assignments has had a downstream effect on Fire Captain fatigue. Fire Captains are
12 expected to stay awake until the end of Special Events and then run calls back at the station
13 upon return. More and more frequently, Fire Captains must supervise emergency scenes after
14 being awake for long stretches where historically they would have been able to fit in some rest.²

15 Increased Fire Captain fatigue, in turn, directly affects Fire Captain safety because of the
16 dangerous nature of the job. Fire Captains stand ready to enter harrowing, life-or-death
17 situations for the good of the public. Split-second decisions and responses can have dramatic
18 effects on their livelihoods. Those decisions are significantly impacted by the level of fatigue
19 facing a Fire Captain in a particular moment, and thus the rest they are able to get ahead of time.

20 Finally, as stated above, only Fire Captains working at Stations 15 and 24 have been
21 subject to Employer’s Special Events practices. On or around April 15, 2026 the burden on these
22 specific Fire Captains increased even further when Employer determined that only the Fire
23 Captain who specifically bid into Stations 15 and 24 could work Special Events, whereas prior,
24 other Captains “acting in” to those stations could work Special Events.

25 **2. Employer’s Refusal to Bargain**

26 On multiple occasions from October 2025 until November 2025, Local 1908 President
27 Patrick Rafter and other union representatives engaged Employer Deputy Director of Human
28

² There is a separate, negotiated, 40-hour “Special Event” Fire Captain role in the parties’ CBA. Employer does not use it to cover Special Event assignments.

1 Resources Cristina Ramos and other Employer representatives to discuss the threats to employee
2 safety created by Employer’s Special Event practices. Employer has refused Local 1908’s
3 requests to bargain over this issue.

4 On October 6, 2025, the parties discussed this issue at an in-person meeting including
5 Rafter and Ramos. On November 3, 2025, Rafter emailed Ramos to raise the issue again, and
6 received no response. On November 20, 2025, Rafter followed up and expressed Local 1908’s
7 intention to file with the EMRB. On November 24, 2025, Ramos responded to Rafter,
8 expressing Employer’s position that no “demonstrable impact on a mandatory subject of
9 bargaining under NRS 288” had been identified and that an “operational discussion” was
10 warranted, rather than bargaining.

11 **B. Legal Authority**

12 **1. Employer’s refusal to bargain over its practices for assigning Fire**
13 **Captains to Special Events, and training Fire Captains for Special**
14 **Events, is unlawful because those practices’ significant relationships to**
15 **Fire Captain safety make them mandatory subjects of bargaining.**

16 “Notwithstanding the employer’s motive, a refusal to bargain regarding mandatory
17 bargaining subjects is ‘per se’ a violation of NRS 288.270(1)(e), which requires that local
18 government employers bargain collectively in good faith regarding the mandatory bargaining
19 subjects set forth in subsection 2 of NRS 288.150.” *Carson City Fire Fighters Ass’n, IAFF*
20 *Local 2251 v. Carson City and the Carson City Board of Supervisors*, EMRB Case No. A1-
21 045569, Item No. 345, 1994 WL 16858890, at *2 (Nov. 29, 1994). Here, there is no dispute that
22 the Employer has refused to bargain over its Special Event practices. Thus, the key question is
23 whether those practices are a mandatory subject of bargaining under NRS 288.150.³

24 _____
25 ³ Employer provides the affirmative defense that “[t]o the extent the Complaint challenges
26 managerial staffing, assignment, or deployment decisions for Special Events, those matters fall
27 within management rights and are not mandatory subjects of bargaining.” But as the EMRB
28 analogously explained with respect to NRS 288.150(3)(c)(1) in *Truckee Meadows Fire*
Protection District v. Int’l Ass’n of Fire Fighters, Local 2487 (“Truckee EMRB”), EMRB Case
No. A1-045400, Item No. 196, 1987 WL 1425574, at *1-2 (Sept. 21, 1987), management’s right
to determine the “content of the workday” under NRS 288.150(3)(c)(2) is subject to the
“important” and applicable exception of “safety considerations.” Thus, Employer’s Special

1 To determine whether a topic is a mandatory subject of bargaining under NRS 288.150,
2 the EMRB asks “whether or not from the facts presented, the subject matter involved is *directly*
3 and *significantly* related to any one of the subjects specifically enumerated . . . under a broad
4 construction of the particular listed subject.” *Truckee Meadows Fire Protection District v. Int’l*
5 *Ass’n of Fire Fighters, Local 2487* (“*Truckee EMRB*”), EMRB Case No. A1-045400, Item No.
6 196, 1987 WL 1425574, at *1 (Sept. 21, 1987) (emphases in original) (internal quotations and
7 citations omitted); *see also Truckee Meadows Fire Protection District v. Int’l Ass’n of Fire*
8 *Fighters, Local 2487*, 109 Nev. 367, 371 n.1 (1993) (finding the “‘significantly related’ test”
9 applicable to the subjects enumerated in NRS 288.150(2)); *Pershing County Law Enforcement*
10 *Association & Operating Engineers Local Union, No. 3 v. Pershing County*, EMRB Case No.
11 A1-045974, Item No. 725A, 2010 WL 5647660, at *6 (Nov. 15, 2010) (same). The relevant
12 “listed subject” here is “[s]afety of the employee.” NRS 288.150(2)(r).

13 Employer’s practices for (a) assigning Fire Captains to Special Events, and (b) training
14 Fire Captains for Special Events, are sufficiently related to Fire Captain safety, broadly
15 construed, to be mandatory subjects of bargaining.

16 **a. The increased frequency of Special Event assignments**
17 **significantly relates to Fire Captain safety because it has reduced**
18 **time for rest and increased fatigue, which makes their work**
19 **responding to emergencies more dangerous.**

20 As the EMRB has recognized, “[t]here is no question that firefighting is a very hazardous
21 job[.]” *Truckee EMRB*, 1987 WL 1425574 at *1. In *Truckee EMRB*, the EMRB further
22 recognized that “the safety of firefighters can be affected by the number of men assigned to a
23 unit.” *Id.* It thus held that a CBA article relating to staffing levels was sufficiently related to
24 employee safety to be a mandatory subject of bargaining under NRS 288.150(2)(r). *Id.* at *2.

25 While increased Fire Captain fatigue is distinct from staffing levels, the underlying point
26 is the same: firefighter work practices sufficiently relate to employee safety to be a mandatory
27 subject of bargaining where they implicate how workers can respond to the dangerous situations

28 _____
Event practices can only fall within management rights if they do not constitute a mandatory
subject of bargaining based on their connection to employee safety.

1 that are a part of the job. Here, Respondent's Special Event assignment practices do just that.
2 The increased frequency of Special Events has caused Fire Captains to have less stand-down
3 time than they did historically, which in turn has increased Fire Captain fatigue when they get
4 back to the station after staffing a Special Event. That increased fatigue, in turn, affects the
5 alertness with which Fire Captains can function when called to an emergency. Given the
6 dangerous nature of those emergencies, this practice significantly relates to Fire Captain safety.

7 **b. The training Fire Captains receive for Special Event**
8 **assignments significantly relates to their safety because they are**
9 **not adequately prepared for dangerous Special Event risks.**

10 The connection between Fire Captain safety and Employer's training practices for Fire
11 Captains assigned to Special Events is clear and direct. Local 1908 has named exemplary
12 inadequate aspects of Respondent's training: the lack of (1) subject matter training on mass
13 gatherings and (2) training on particular risks specific to each venue. Because Fire Captains are
14 in command at the outset of Special Event emergencies, and Special Event emergencies can be
15 dangerous, Fire Captain training to handle those emergencies directly bears on their safety in
16 confronting them. For example, toxic gas maintains the ice at T-Mobile Arena, where the Las
17 Vegas Knights National Hockey League team plays. The difference between no training on how
18 to handle a leak of such gas—the current practice—and adequate training plainly has a
19 significant impact on the safety of Fire Captains positioned to handle such emergencies.

20 **c. Conclusion**

21 Because Employer's practices for assigning and training Fire Captains for Special Events
22 are mandatory subjects of bargaining, their refusal to bargain over those practices constitutes a
23 per se violation of NRS 288.170(1)(e). *Truckee EMRB*, 1987 WL 1425574 at *1.

24 **2. Because Employer's scheduling and training practices for Fire**
25 **Captains at Special Events are a mandatory subject of bargaining, only**
26 **apply to some bargaining unit Fire Captains, and were not bargained**
27 **over, they violate NRS 288.170(1)(e) as a unilateral application of**
28 **different standards.**

1 Under NRS 288.150(1) and NRS 288.270(1)(e), Employer “may not unilaterally apply
2 different standards” to only some bargaining unit members. *Int’l Ass’n of Fire Fighters, Local*
3 *1908 v. County of Clark, Clark County Fire Department*, EMRB Case No. A1-046120, Item No.
4 811, 2015 WL 9582651, at *3 (Dec. 17, 2015). Such conduct can be demonstrated by the
5 combination of (1) evidence of an actual difference in policy between members with respect to a
6 mandatory subject of bargaining; and (2) the employer’s failure to negotiate with the union over
7 that differential treatment. *Id.*

8 Here, both of those conditions are met. As argued above, the Employer’s Special Events
9 practices sufficiently impact Fire Captain safety to be a mandatory subject of bargaining. And as
10 explained above, those practices only affect Fire Captains at Stations 15 and 24, and Employer
11 has refused to bargain with Local 1908 over them. What’s more, the burden on the Fire Captains
12 at Stations 15 and 24 recently increased even further, when the County determined that only the
13 Fire Captains who specifically bid into Stations 15 and 24 could work Special Events, whereas
14 prior other Fire Captains “acting in” to those stations could work Special Events.⁴

15 Altogether, Employer’s practices for scheduling and training Fire Captains for Special
16 Events constitute a unilateral application of different standards to only some members of the
17 bargaining unit, in violation of NRS 288.170(1)(e).

18 **III. LOCAL 1908 STATEMENT OF PENDING OR ANTICIPATED PROCEEDINGS**

19 There are no pending or anticipated administrative, judicial, or other proceedings related
20 to the subject of this hearing.

21 **IV. LOCAL 1908 WITNESS LIST**

22 **A. Patrick Rafter**

23 Patrick Rafter, Local 1908’s President, will testify about the parties’ communications
24 regarding Employer’s Special Event practices and Local 1908’s requests to bargain over them.
25 Rafter will also testify about the separate, negotiated, 40-hour “Special Event” Fire Captain role
26 in the parties’ CBA.

27
28

⁴ There is also a separate, negotiated, 40-hour “Special Event” Fire Captain role in the parties’
CBA. But Employer does not use this role to cover Special Event work.

1 **B. Kyle Zinovitch**

2 Kyle Zinovitch, the First Vice President of Local 1908, has been a Fire Captain for
3 approximately 5 years, and is the Special Event Captain at Station 15 C. He initiated discussions
4 regarding the impact of the Employer’s Special Event practices. He will testify about the
5 particular impact of Employer’s Special Event practices on Fire Captains at Stations 15 and 24,
6 including Employer’s determination that only the Fire Captain who specifically bid into Stations
7 15 and 24 could work Special Events, whereas prior other Fire Captains “acting in” to those
8 stations could work Special Events.

9 **C. Craig Mills**

10 Craig Mills has been a Fire Captain for approximately 3 years, and a Special Event
11 Captain at Station 15 B for approximately 1. He will testify about how Fire Captain work is
12 structured generally, and about how being assigned to Special Events affects Fire Captains’
13 other work.

14 **D. Jason Brown**

15 Jason Brown has been a Fire Captain for approximately 4 years, and serves as the Special
16 Event Captain at Station 15 A. He will testify about Fire Captain responsibilities when assigned
17 to Special Events, as well as the training Fire Captains receive for Special Events (and its
18 inadequacy).

19 **E. Tracy Eikleberry**

20 Tracy Eikleberry has been a Fire Captain for over 6 years, and serves as the Special
21 Event Captain at Station 24 A. He will testify about how Special Event assignments have
22 increased over time, and the impact on Fire Captain fatigue, and thus safety, that the increase in
23 Special Event assignments has caused.

24 **F. Other Witnesses**


25 Local 1908 is unaware of additional witnesses at this time, but reserves the right to
26 augment its witness list with additional representatives or other witnesses in the future.

27 **V. ESTIMATED TIME NECESSARY TO PRESENT LOCAL 1908’s POSITION**

28 Local 1908 anticipates it will require approximately four (4) hours to present its position.

1 Dated: June 16, 2026

McCRACKEN, STEMERMAN & HOLSBERRY

2
3 By 

4 Sarah Varela

5 *Attorneys for International Association of Fire*
6 *Fighters, Local 1908*

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PROOF OF SERVICE

I am a citizen of the United States and a resident of the State of California. I am over the age of eighteen years and not a party to the within matter. My business address is 475 14th Street, Suite 1200, Oakland, California, 94612. On June 16, 2026, I served a copy of the following document(s) described on the interested party(ies) in this action as follows:

COMPLAINANT LOCAL 1908's PREHEARING STATEMENT

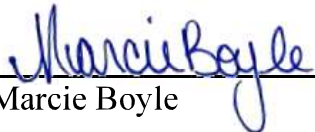
U.S. MAIL: By placing a true copy thereof enclosed in a sealed envelope(s) addressed as below, and placing each for collection and mailing on that date following ordinary business practices. I am "readily familiar" with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the U.S. Postal Service, in a sealed envelope with postage fully prepaid.

E-MAIL or ELECTRONIC TRANSMISSION: I caused the document(s) to be sent to the persons at the e-mail addresses listed below. My electronic notification address is mboyle@msh.law. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Christine Wirt	Christine.Wirt@clarkcountydانv.gov
Sara Schreiber	Sara.Schreiber@clarkcountydانv.gov
Scott Davis	Scott.Davis@clarkcountydانv.gov

OFFICE OF THE DISTRICT ATTORNEY
CIVIL DIVISION
500 S. Grand Central Parkway, 5th Floor
Las Vegas, Nevada 89155

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 16th day of June, 2026 at Oakland, California.



Marcie Boyle

Clark County (Respondent)

Prehearing Statement

1 STEVEN B. WOLFSON
District Attorney
2 **CIVIL DIVISION**
State Bar No. 001565
3 By: SCOTT DAVIS
Deputy District Attorney
4 State Bar No. 10019
By: SARAH SCHREIBER
5 Deputy District Attorney
State Bar No. 15320
6 500 South Grand Central Pkwy.
Las Vegas, Nevada 89155-2215
7 (702) 455-4761
Fax (702) 382-5178
8 E-Mail: Scott.Davis@ClarkCountyDAnv.gov
Sarah.Schreiber@ClarkCountyDAnv.gov
9 Attorneys for *Clark County*

FILED
June 16, 2026
State of Nevada
E.M.R.B.
5:38 p.m.

10 **STATE OF NEVADA**
11 **LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT**
RELATIONS BOARD

12 IAFF, LOCAL 1908,)
13 Complainant,) Case No: 2026-006
14 vs.)
15 CLARK COUNTY,)
16 Respondent)
17)

18 **RESPONDENT’S PRE-HEARING STATEMENT**

19 COMES NOW, Respondent CLARK COUNTY, by and through District Attorney,
20 STEVEN B. WOLFSON, through Sarah Schreiber and Scott Davis, Deputy District
21 Attorney and presents its pre-hearing statement in this matter.

22 **I. STATEMENT OF THE ISSUES OF FACT AND LAW**

- 23 1. Did Petitioner adequately allege an impact to the County’s assignment of fire
24 captains for special events so as to trigger an obligation to engage in impact bargaining?
25 2. If so, is the issue of special event assignments for fire captains already covered
26 by existing terms of the parties’ agreement?

27 **II. MEMORANDUM OF LAW**

28 **A. Impact Bargaining**

1 The Complaint frames this dispute as an impact or “effects bargaining” case. (See
2 Complaint, p. 6 ¶ 42).

3 Under an impact bargaining theory, a party must establish: (1) the
4 government employer lawfully exercised its managerial
5 prerogative; (2) as a result of the managerial decision, there must
6 be a demonstrable impact that is ““significantly related” to a
7 mandatory subject of bargaining and is severable form the
8 managerial decision; (3) the employee organization must have
9 demanded, in writing to negotiate the impact; and (4) the
10 government employer must have refused the employee
11 organization's demand.

12 *SEIU, Local 1107 v. Clark County*, Item No. 881 (2022) (citing *County of Washoe v. Washoe*
13 *County Employees Association*, EMRB Case No. A1-045365 (March 8, 1984)).

14 Because of the unique aspect of impact bargaining as an outgrowth of a government
15 right, it is not a self-executing obligation. In other words, there is no imperative on the
16 management side at all to initiate impact bargaining. Rather it is a union that entirely bears
17 the burden to both [1] demand bargaining and in doing so to [2] sufficiently identify the
18 supposed impacts that call for impact bargaining. *E.g. Dayton Malleable, Inc.*, 275 NLRB
19 707 (1985); *Teamsters Loc. 77 & 250 v. Pennsylvania Lab. Rels. Bd.*, 786 A.2d 299, 308
20 (Pa. Commw. Ct. 2001) (filing a prohibited labor practices complaint was not a demand for
21 impact bargaining because an employer must be given an opportunity to respond to a
22 demand for impact bargaining); *see also* NAC 288.100(1) (placing the onus on a union to
23 make a written demand for bargaining).

24 It is critical that a request for impact bargaining should sufficiently identify the
25 supposed impacts at stake because the law does not automatically presume that exercising a
26 management right will have any impact at all upon a mandatory subject of bargaining. *Fla.*
27 *Pub. Emp. Counsel v. State of Florida*, 21 FPER ¶ 26215, 21 Florida Pub. Employee Rep. ¶
28 26215, 1995 WL 17944894 (Fla. PERB, 1995).

 Placing the burden on a union to identify the particular impacts at stake is essential
because this is what enables a public employer to make the initial determination of whether
or not bargaining is indeed required. *Id.* (stating “a request for impact bargaining may itself

1 be ‘so vague that it fails to constitute a legal demand for bargaining.’ A request to bargain
2 the ancillary impact of a management decision to restructure its work force must identify the
3 actual impact.”) (emphasis added) (internal citations omitted); NAC 288.100(1) (directing a
4 local government employer to make an initial determination of negotiability upon receiving
5 written bargaining demand from a union).

6 Moreover, identifying the actual impact at stake is critical because this is precisely
7 what differentiates a demand for impact bargaining from an illicit and improper demand to
8 bargain over the underlying management right. *Pensacola Jr. Coll. Fac. Ass'n v. Bd. of*
9 *Trustees of Pensacola Jr. Coll.*, 593 So. 2d 254, 255 (Fla. Dist. Ct. App. 1992) (a
10 “...demand for no changes to be made [] until those changes could be negotiated was not a
11 proper request to bargain over the *impact* of the decision...” (emphasis in original); *Desoto,*
12 *Inc.*, 278 NLRB 788 (1986) (union’s demand to bargain over the underlying management
13 right, as opposed to impacts of that right, did not trigger a duty to bargain).

14 **B. Covered-By Doctrine**

15 Impact bargaining is also subject to the “covered by” doctrine. Under this doctrine,
16 even where there is an actual impact on bargaining unit employees in the wake of a
17 management decision, if the supposed impact is one that is already covered by the terms of
18 the collective bargaining agreement then further impact bargaining is not required. This is
19 because in that type of situation the employer’s duty to bargain has already been satisfied.
20 *Dep't of Navy, Marine Corps Logistics Base, Albany, Ga. v. Fed. Lab. Rels. Auth.*, 962 F.2d
21 48, 62 (D.C. Cir. 1992). In other words, if there is already an existing framework to deal with
22 the identified impacts, that existing framework is *ipso facto* sufficient to satisfy bargaining
23 obligations.

24 The Complaint in this case alleges that there is indeed such a provision addressing
25 special event fire captains already within the parties collective bargaining agreement; the
26 allegations is simply that the County “does not use it.” (Complaint p. 3, ¶ 22). But this is
27 critical to proper framing of the dispute here because if there is already a negotiated process
28 in place then this case is not a failure to bargain case at all; it would in that instance be

1 relegated merely to a matter of enforcing the bargained for obligations, which means a
2 grievance and potential arbitration rather than a prohibited labor practice complaint before
3 this Board. *See IAFF Local 5046 v. Elko County*, Item No., n.2 (2020) stating “The Board
4 does not have the jurisdiction to find a breach of contract. This is expressly beyond the
5 Board's jurisdiction, which is well established.”

6 The final point in determining bargaining obligations would be whether the supposed
7 impact identified by Petitioner has a direct and significant impact on a mandatory subject of
8 bargaining, as opposed to a remote or tangential impact. *Truckee Meadows Fire Protection*
9 *Dist. v. IAFF, Local 2487*, 109 Nev. 367, 849 P.2d 343 (1993); *see also Pershing County*
10 *Law Enforcement Assoc. v Pershing County*, Item No. 725A (2010).

11 C. Different Standards

12 The Complaint also refers to an allegation of applying different standards to
13 employees as a purported violation of NRS 288.270(1)(e). There is no precedent for a theory
14 of divergent standards to apply under this subsection. It is not entirely clear what this
15 allegation refers to, but the Board should not deviate from the terms of the statute, which do
16 not speak to applying different standards. Any statutory prohibition against applying
17 different standards is addressed in NRS 288.270(1)(f) which prohibits discrimination among
18 employees on certain protected characteristics or protected actions. The Complaint does not
19 point to any alleged discrimination. The Board should consider this case as the
20 straightforward impact bargaining case that IAFF has presented in its Complaint.

21 **III. LIST OF POSSIBLE WITNESSES**

- 22 1. Any witness identified by Petitioner

23 The following witnesses are c/o
24 Scott Davis, Deputy District Attorney
25 500 South Grand Central Parkway
Las Vegas, Nevada 89155

- 26 2. Christina Ramos
 - 27 3. Patrick Rafter
- 28

1 4. Billy Samuels

2 The County reserves the right to supplement this list.

3 **IV. ESTIMATE OF TIME**

4 1 day.

5 **V. STATEMENT REQUIRED BY NAC 288.250(1)(c)**

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

7 DATED this 16th day of June, 2026.

8 STEVEN B. WOLFSON
9 DISTRICT ATTORNEY

10 By: /s/ Scott Davis

11 SCOTT DAVIS
12 Deputy District Attorney
13 State Bar No. 10019
14 SARAH SCREIBER
15 Deputy District Attorney
16 State Bar No. 15320
17 500 South Grand Central Pkwy. 5th Floor
18 Las Vegas, Nevada 89155-2215
19 Attorney for *Clark County*

20 **CERTIFICATE OF ELECTRONIC SERVICE**

21 I hereby certify that I am an employee of the Office of the Clark County District
22 Attorney and that on this 26th day of May, 2026, I served a true and correct copy of the
23 foregoing, by e-mailing the same to the following recipients. Service of the foregoing
24 document by e-mail is in place of service via the United States Postal Service.

25 Sarah Varela, Esq.
26 McCracken, Stemerma & Holsberry
27 2541 Spring Mountain Road, Bldg. B
28 Las Vegas, NV 89146
svarela@msh.law
Attorneys for IAFF Local 1908

/s/ Scott Davis

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

Clark County (Respondent)

Supplemental Prehearing Statement

FILED
July 8, 2026
State of Nevada
E.M.R.B.
11:25 a.m.

1 STEVEN B. WOLFSON
District Attorney
2 **CIVIL DIVISION**
State Bar No. 001565
3 By: **SARA I. SCHREIBER**
4 Deputy District Attorney
State Bar No. 15320
5 By: **SCOTT DAVIS**
6 Deputy District Attorney
State Bar No. 10019
7 500 South Grand Central Pkwy.
Las Vegas, Nevada 89155-2215
8 Phone:(702) 455-4761
9 Fax: (702) 382-5178
E-Mail: Sara.Schreiber@ClarkCountyDANV.gov
10 E-Mail: Scott.Davis@ClarkCountyDANV.gov
Attorneys for Clark County

11 **STATE OF NEVADA**
12 **LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT**
13 **RELATIONS BOARD**

14 INTERNATION ASSOCIATION OF FIRE)
15 FIGHTERS, LOCAL 1908,)
16 Complainant,) Case No: 2026-006
17 vs.)
18 CLARK COUNTY,)
19 Respondent)

20 **RESPONDENT’S SUPPLEMENTAL PRE-HEARING STATEMENT**

21 COMES NOW, Respondent CLARK COUNTY, by and through District Attorney,
22 STEVEN B. WOLFSON, through Sara Schreiber and Scott Davis, Deputy District Attorneys,
23 and presents its supplemental pre-hearing statement in this matter.

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9 subject of bargaining and is severable from the managerial decision;
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18 *Teamsters Loc. 77 & 250 v. Pennsylvania Lab. Rels. Bd.*, 786 A.2d 299, 308 (Pa. Commw. Ct.
19 2001) (filing a prohibited labor practices complaint was not a demand for impact bargaining
20 because an employer must be given an opportunity to respond to a demand for impact
21 bargaining); *see also* NAC 288.100(1) (placing the onus on a union to make a written demand
22 for bargaining).

23 It is critical that a request for impact bargaining should sufficiently identify the
24 supposed impacts at stake because the law does not automatically presume that exercising a
25 management right will have any impact at all upon a mandatory subject of bargaining. *Fla.*
26 *Pub. Emp. Counsel v. State of Florida*, 21 FPER ¶ 26215, 21 Florida Pub. Employee Rep. ¶
27 26215, 1995 WL 17944894 (Fla. PERB, 1995).

28 ///

1 Placing the burden on a union to identify the particular impacts at stake is essential
2 because this is what enables a public employer to make the initial determination of whether or
3 not bargaining is indeed required. *Id.* (stating “a request for impact bargaining may itself be
4 ‘so vague that it fails to constitute a legal demand for bargaining.’ A request to bargain the
5 ancillary impact of a management decision to restructure its work force must identify the actual
6 impact.”) (emphasis added) (internal citations omitted); NAC 288.100(1) (directing a local
7 government employer to make an initial determination of negotiability upon receiving written
8 bargaining demand from a union).

9 Moreover, identifying the actual impact at stake is critical because this is precisely what
10 differentiates a demand for impact bargaining from an illicit and improper demand to bargain
11 over the underlying management right. *Pensacola Jr. Coll. Fac. Ass'n v. Bd. of Trustees of*
12 *Pensacola Jr. Coll.*, 593 So. 2d 254, 255 (Fla. Dist. Ct. App. 1992) (a “...demand for no
13 changes to be made [] until those changes could be negotiated was not a proper request to
14 bargain over the *impact* of the decision...” (emphasis in original); *Desoto, Inc.*, 278 NLRB
15 788 (1986) (union’s demand to bargain over the underlying management right, as opposed to
16 impacts of that right, did not trigger a duty to bargain).

17 Applying these principles, the threshold question is whether Local 1908’s
18 communications identified a demonstrable, significant, and severable effect, distinct from the
19 County’s lawful decision to assign, deploy, and staff Special Events, that would obligate
20 impact bargaining.

21 Moreover, even assuming *arguendo* that certain effects of assignment or training
22 logistics could be subject to impact bargaining, such a duty would arise only if the alleged
23 effects are not already covered by existing contractual language. As discussed below, the
24 parties’ agreement addresses assignment mechanisms, scheduling, overtime, and training
25 opportunities in ways that comprehensively regulate the asserted effects, foreclosing a separate
26 duty to bargain over the County’s managerial choice to assign particular Fire Captains to
27 Special Events.

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1 **B. Covered-By Doctrine**

2 Impact bargaining is also subject to the “covered by” doctrine. Under this doctrine,
3 even where there is an actual impact on bargaining unit employees in the wake of a
4 management decision, if the supposed impact is one that is already covered by the terms of the
5 collective bargaining agreement then further impact bargaining is not required. This is because
6 in that type of situation the employer’s duty to bargain has already been satisfied. *Dep’t of*
7 *Navy, Marine Corps Logistics Base, Albany, Ga. v. Fed. Lab. Rels. Auth.*, 962 F.2d 48, 62
8 (D.C. Cir. 1992). In other words, if there is already an existing framework to deal with the
9 identified impacts, that existing framework is *ipso facto* sufficient to satisfy bargaining
10 obligations.

11 The Complaint in this case alleges that there is indeed such a provision addressing
12 Special Event Fire Captains already within the parties collective bargaining agreement; the
13 allegations is simply that the County “does not use it.” (Complaint p. 3, ¶ 22). But this is
14 critical to proper framing of the dispute here because if there is already a negotiated process
15 in place then this case is not a failure to bargain case at all; it would in that instance be relegated
16 merely to a matter of enforcing the bargained for obligations, which means a grievance and
17 potential arbitration rather than a prohibited labor practice complaint before this Board. *See*
18 *IAFF Local 5046 v. Elko County*, Item No., n.2 (2020) stating “The Board does not have the
19 jurisdiction to find a breach of contract. This is expressly beyond the Board's jurisdiction,
20 which is well established.”

21 The final point in determining bargaining obligations would be whether the supposed
22 impact identified by Petitioner has a direct and significant impact on a mandatory subject of
23 bargaining, as opposed to a remote or tangential impact. *Truckee Meadows Fire Protection*
24 *Dist. v. IAFF, Local 2487*, 109 Nev. 367, 849 P.2d 343 (1993); *see also Pershing County Law*
25 *Enforcement Assoc. v Pershing County*, Item No. 725A (2010).

26 Local 1908 invokes the statutory phrase “employee safety” to recharacterize
27 assignment and training discretion as mandatory subjects. (Complaint p. 1, ¶ 2). Local 1908
28 asserts that the practices for assigning and training Fire Captains for Special Events are related

1 to the safety of Fire Captains, citing NRS 288.150(2)(r). But the statute does not eliminate the
2 foundational distinction between managerial rights and mandatory subjects. Rather, it
3 recognizes that where a work rule or condition bears a significant, demonstrable relationship
4 to employee safety, bargaining *may be* required as to that safety condition, not as to the
5 underlying managerial selection or deployment decision itself.

6 A meaningful “significant relation” analysis requires more than an abstract invocation
7 of safety. It requires factual showings that the County’s assignment or training practices
8 materially elevate risk compared to established baselines, that existing safety protocols are
9 inadequate, or that the County has implemented a new practice with identifiable adverse safety
10 effects. Local 1908’s Complaint does not identify a change in policy, a departure from agreed
11 training standards, or an event-specific hazard that would transform these managerial topics
12 into mandatory bargaining subjects. Local 1908’s Complaint does not detail factual changes
13 in County policy or specific hazardous conditions tied to the assignment or training practices
14 at Stations 15 and 24. Absent such allegations, the “significant impact” clause is not satisfied.

15 To the extent the union seeks to compel bargaining over who is assigned to Special
16 Events or the content of training curricula in general, those demands impermissibly intrude
17 upon managerial control. The appropriate inquiry is whether the County has provided
18 reasonable training access and maintained established safety procedures for Special Event
19 coverage consistent with the contract and law. The record proffered by Local 1908 at this stage
20 does not establish otherwise.

21 **C. Covered-By Doctrine and Contractual Supremacy**

22 Even if the Board were to find that Local 1908 adequately alleged a cognizable effect,
23 any bargaining obligation is foreclosed where the parties’ agreement already addresses the
24 subject or its reasonably contemplated effects. Assignment and training-related effects, such
25 as scheduling, overtime compensation, qualification prerequisites, posting/selection
26 mechanisms, shift bids, rest periods, and safety protocols, are conventionally covered in
27 collective bargaining agreements, and when covered, they displace a separate midterm
28 bargaining duty.

1 Local 1908's statement does not identify a contract gap. It does not claim that the
2 County denied contractually required training, violated established qualification criteria, or
3 departed from agreed scheduling or overtime provisions. Rather, it contests the County's
4 implementation of assignments and training within the ambit of management rights reserved
5 by the agreement. Because the agreement already addresses the effects about which the union
6 vaguely complains, the "covered-by" doctrine precludes an additional duty to bargain.

7 **D. The County Bargained in Good Faith as No Mandatory Subject has been**
8 **Implicated**

9 Local 1908 characterizes this case as a refusal to bargain claim under NRS
10 288.270(1)(e), alleging the County failed to bargain over special event Fire Captain
11 assignments and related training. (Complaint p. 6, ¶ 49).

12 The County has not refused to bargain in good faith over any mandatory subject because
13 the challenged matters are managerial decisions concerning staffing, assignments,
14 deployment, and operational training which are not mandatory subjects of bargaining. Further,
15 Local 1908's acknowledgment of a negotiated "Special Event" Fire Captain role in the CBA
16 confirms any dispute is, if anything, a contract administration issue rather than a prohibited
17 practice.

18 References to "different standards" do not change the analysis under subsection NRS
19 288.270(1)(e). (Complaint p. 7, ¶ 51). The allegations concern assignment practices at
20 particular stations, which remain non-mandatory subjects, and any alleged effects are
21 addressed by the parties' contractual framework. To the extent Local 1908 intends to suggest
22 disparate treatment, that theory would arise, if at all, under NRS 288.270(1)(f), and no
23 protected class or protected activity discrimination is alleged.

24 Accordingly, this matter is properly treated as an effects/impact bargaining dispute or
25 a contract issue, not a bad-faith refusal to bargain claim under NRS 288.270(1)(e).

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1 **III. LIST OF POSSIBLE WITNESSES**

2 **1. Any witness identified by Petitioner.**

3 The following witnesses are c/o
4 Scott Davis, Deputy District Attorney
5 500 South Grand Central Parkway
6 Las Vegas, Nevada 89155

6 **2. Christina Ramos**

7 Christina Ramos, the County's lead negotiator, will testify regarding the course of
8 bargaining with Local 1908 concerning Special Event Fire Captain assignments and training,
9 including the County's positions and the rationale underlying those positions. She will address
10 communications and exchanges between the County and the union during these negotiations.
11 She will further explain the County's understanding of any proposals or requests from Local
12 1908 related to Special Event Fire Captain assignments and training.

13 **3. Patrick Rafter**

14 Patrick Rafter, Local 1908's head representative, is expected to testify regarding the
15 union's bargaining positions, demands, and communications to the County concerning Special
16 Event Fire Captain assignments and training. He will describe the union's contentions
17 regarding alleged impacts and asserted safety concerns related to such assignments and
18 training. His testimony is anticipated to reflect Local 1908's characterization of these topics.

19 **4. Billy Samuels**

20 Fire Chief Billy Samuels will testify regarding the Fire Department's operational needs
21 and management rationale for Special Event staffing and assignment decisions, including how
22 assignments are determined and implemented. He will address training practices used for
23 Special Events and the safety protocols applied during such operations. He will further explain
24 the Department's approach to meeting event-specific requirements while maintaining
25 operational readiness across stations.

26 **5. Kenny Holding**

27 Senior Deputy Fire Chief reporting under Fire Chief Billy Samuels. He is expected to
28 testify regarding special event staffing negotiations and communications, his role serving as a

1 liaison between union representatives and Fire Department management on special events
2 issues, and the transition in responsibilities when he replaced former Senior Deputy Fire Chief
3 Thomas Touchstone.

4 **6. Steven De Pue**

5 Deputy Fire Chief over the Special Events Unit. He is expected to testify regarding the
6 operations of the Special Events Unit, the staffing and assignment practices used for special
7 events, the training and safety protocols applied to special events operations, and the
8 operational rationale supporting those practices.

9 **7. Thomas Touchstone**

10 Former Senior Deputy Fire Chief who reported under Fire Chief Billy Samuels. He is
11 expected to testify regarding his handling of Fire Department labor matters during the period
12 when the special events issue first arose, the historical context of management's approach at
13 that time, and the subsequent transition of those responsibilities to Kenny Holding.

14 The County reserves the right to supplement this list.

15 **IV. ESTIMATE OF TIME**

16 1 day.

17 **V. STATEMENT REQUIRED BY NAC 288.250(1)(c)**

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

19 DATED this 8th day of July, 2026.

20 STEVEN B. WOLFSON
21 DISTRICT ATTORNEY

22 By: /s/ Sara I. Schreiber
23 SCOTT DAVIS
24 Deputy District Attorney
25 State Bar No. 10019
26 SARA I. SCHREIBER
27 Deputy District Attorney
28 State Bar No. 15320
500 South Grand Central Pkwy. 5th Floor
Las Vegas, Nevada 89155-2215
Attorneys for Clark County

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CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that I am an employee of the Office of the Clark County District Attorney and that on this 8th day of July, 2026, I served a true and correct copy of the RESPONDENT’S SUPPLEMENTAL PRE-HEARING STATEMENT, by e-mailing the same to the following recipients. Service of the foregoing document by e-mail is in place of service via the United States Postal Service.

Sarah Varela, Esq.
McCracken, Stemerman & Holsberry
2541 Spring Mountain Road, Bldg. B
Las Vegas, NV 89146
svarela@msh.law
Attorneys for IAFF Local 1908

/s/ Christine Wirt
An Employee of the Clark County District
Attorney’s Office – Civil Division