LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

IN THE MATTER OF AMERICAN FEDERATION OF TEACHERS PEN, LOCAL 1800,	)
vs.	)
CLARK COUNTY SCHOOL DISTRICT, CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION	)
Intervener	)

OPINION

The facts are simple. American Federation of Teachers Pen, Local 1800 hereinafter referred to as "Pen" filed a complaint with the Local Government Employee-Management Relations Board, hereinafter referred to as "Board", the effect that Pen, representing classroom teachers within the Clark County School District hereinafter called "District", had been removed from the list of organizations which are provided payroll dues deductions privileges, the use of mail delivery service, mail boxes, bulletin boards and the use of school rooms for meetings, contrary to the provisions of NRS 288.140 (1). Clark County Classroom Teachers Association, hereinafter called "Association", moved and was granted leave to intervene, upon the ground that it was the exclusive representative of all certified personnel of the District.

It does appear that the Association represents a majority (over 2000 of a total of 2800 teachers); that it did apply to the District for recognition in the terms of NRS 288.160. Because it represents a majority of the employees in the negotiating unit it must be deemed the exclusive negotiating representative of the Local Government employees. The Association has in fact negotiated an Agreement dated April 17, 1970. Among other terms of that Agreement are provisions for payroll deductions of dues, the use of school facilities; i.e., mail delivery service, mail boxes,

bulletin boards and use of meeting rooms.

The complaint is based on NRS 288.140 (1). It reads: "It is the right of every Local Government employee, subject to the limitation provided in sub-section 3, to join any employee organization of his choice, or to refrain from joining any employment organization. A Local Government employer shall not discriminate in any way among its employees on account of membership or non-membership in an employee organization".

The Board has concluded that under the guise of an employee aggrieved pursuant to the provisions of NRS 288.140 (1) a competing union is seeking recognition and the benefits of a contract negotiated by a union recognized by the Board as the exclusive negotiating representative of the Government employees. This is precisely what the Dodge Act was designed to prevent.

There is no doubt regarding the standing of the Association, in fact it is not questioned by the complainant. The Board has been furnished with a copy of Memorandum Opinion and Order of United States District Court for the District of Colorado, wherein Local 858 of the American Federation of Teachers represented by an individual and an officer complained against School District No.1 in the County of Denver and State of Colorado, that failure to extend to that Union the benefits here sought violated the Plaintiffs' rights of free speech and association and operated as a denial of equal protection of the laws. The Denver Classroom Teachers Association was intervener and established that by election the Association was recognized as the exclusive bargaining representative of all teachers in the District. This action was Civil Action C-1393 in the above-named Court and the Memorandum Opinion and Order was filed June 3rd, 1970.

The Board is not in the instant complaint confronted with the issues of whether deprivation of the benefits sought by complainant violated the complainants' rights of free speech and

1 association, and equal protection of the laws.

2 There is, however, in that Opinion conclusions which
3 deserve repeating; N.L.R.B. vs. Jones & Laughlin Steel Corp.,
4 301 U.S. 1, 44 (1937) establishes that a private employer may
5 grant to a labor organization, which has been elected the collect-
6 ive bargaining representative, certain exclusive contract rights.
7 The employer has an obligation to treat with this representative
8 exclusively and has a negative duty to treat with no other.

9 "It allows the effective exercise of the right to form and
10 join unions in the context of public employment. It provides the
11 duly elected representative ready means of communicating with all
12 teachers, not just the DCTA membership. This is essential, since
13 the DCTA represents all teachers, not just its membership. It
14 eliminates inter-union competition for membership within the
15 public schools except at time of representation elections. This
16 has several salutary aspects. Orderly functioning of the schools
17 as education institutions is insured through the limiting of the
18 time span when they may become a labor battlefield. The repre-
19 sentative union is not subjected to competition within the schools,
20 and thus is better able to function as a representative, its
21 efforts not spent in constant competition with the union that lost
22 the representation election. The fact that the representative's
23 strength is not bled away by such constant high intensity inter-
24 union conflict allows the public employees better representation,
25 providing a more beneficial exercise of the right of association.
26 Finally, all of these benefits resulting from the grant of
27 exclusive privileges to the elected representative serve the
28 principal policy of insuring labor peace in public schools. Labor
29 peace means a continuity of ordered collective bargaining between
30 school officials and representatives of the teachers. It means a
31 lowered incidence of labor conflict and strife, thus insuring less
32 interference with the functioning of the public schools as

educational institutions."

IT IS ORDERED that the Complaint be Dismissed.

DATED this 17th day of November, 1970.

Mark Smith, Chairman

Taylor H Wines, Vice Chairman

Clel Georgetta, Member

72-1-D

(Order for Opinion in Item #2)

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT

RELATIONS BOARD

AMERICAN FEDERATION OF TEACHERS, PEN, LOCAL 1800, Complainant

vs.

CLARK COUNTY SCHOOL DISTRICT, Respondent

CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION, Intervenor

ORDER

The above matter having come on for hearing on October 21, 1970, and the complainant having been represented by Hank Pesner, the respondent by its attorney, Robert L. Petroni, and the intervenor by its attorney, Leonard I. Gang, and argument having been heard, it is hereby ordered that the decision of the respondent, Clark County School District, not to grant payroll dues deductions, the use of mail delivery service, mail boxes and the use of schools for meetings to any organization other than the Clark County Classroom Teachers' Association, the exclusive representative of all Certificated Personnel, as defined in the Agreement between Clark County School District and the Clark County Classroom Teachers Association, dated the 17th day of April 1970, is hereby upheld; and

Furthermore, the Local Government Employee-Management Relations Board shall render its written decision in this matter; and

It is further ordered that this order shall become effective immediately, commencing October 21, 1970.

Dated this 30th day of October, 1970.

Mark Smith, Chairman

Taylor Wines, Member

Clel Georgetta, Member

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