

1 STATE OF NEVADA
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
3 RELATIONS BOARD
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5 LAS VEGAS CITY EMPLOYEES BENEFIT)
6 AND PROTECTIVE ASSOCIATION, aka)
7 LAS VEGAS CITY EMPLOYEES) ITEM NO. 481G
8 ASSOCIATION, a Nevada Corporation; and) CASE NO. A1-045688
9 DIANNA REED, as named Plaintiff for NBS)
10 EMPLOYEES,)
11 Employees/Plaintiffs,)

12 vs.

ORDER

13 CITY OF LAS VEGAS; NEVADA
14 BUSINESS SERVICE; SOUTHERN
15 NEVADA WORKFORCE INVESTMENT
16 BOARD; SOUTHERN NEVADA JOB
17 TRAINING BOARD; and THE SOUTHERN
18 CHIEF ELECTED OFFICIAL
19 CONSORTIUMS,
20 Respondents.

21 For Employees/Plaintiffs: Victor M. Perri, Esq.

22 For Respondents: Morgan Davis, Esq.
23 Las Vegas City Attorney's Office

24 Yolanda T. Givens, Esq.
25 Clark County District Attorney's Office

26 This matter began on October 30, 2000, when Employees/Plaintiffs LAS VEGAS CITY
27 EMPLOYEES BENEFIT & PROTECTIVE ASSOCIATION a/k/a LAS VEGAS CITY
28 EMPLOYEES ASSOCIATION, a Nevada corporation, and DIANNA REED (hereafter
collectively referred to as the "CEA") filed a Complaint with the LOCAL GOVERNMENT
EMPLOYEE-MANAGEMENT RELATIONS BOARD (hereafter "Board") against the CITY
OF LAS VEGAS (hereafter "City"), NEVADA BUSINESS SERVICE (hereafter "NBS"),
SOUTHERN NEVADA WORKFORCE INVESTMENT BOARD (hereafter "Investment
Board"), SOUTHERN NEVADA JOB TRAINING BOARD (hereafter "Training Board"), and
the SOUTHERN CHIEF ELECTED OFFICIAL CONSORTIUMS (hereafter "Consortiums").
An amended complaint was filed on March 13, 2001, and the Respondents filed their respective

1 responses to the same. The Board heard this matter on three separate days, and a decision was
2 rendered on April 14, 2002, in favor of the Employees/Plaintiffs and against the
3 Employer/Defendants.

4 Based upon that decision, the CEA filed separate packages on each proposed plaintiff
5 itemizing the employees' alleged damages. Defendants filed their respective responses to the
6 damages requests and the request for fees and costs. Thereafter, on or about October 22, 2002,
7 this Board entered its decision on the damages alleged by each plaintiff, and ordered revisions
8 made to such requests.

9 On January 22 and 23, 2003, the Board deliberated on the revised requests for damages,
10 Plaintiffs' request for the Board to seek a court's assistance in enforcing its order, and the
11 Employers/Defendants' request for rehearing and/or clarification of prior orders; such
12 deliberations were noticed in accordance with Nevada's Open Meeting Law; and based upon the
13 deliberations,

14 **IT IS HEREBY ORDERED** as follows:

15 1. The Board acknowledges Employees/Plaintiffs' request for the Board to seek
16 enforcement of its order by a court, and respectfully denies this request based upon the language
17 of NRS 288.110(3), which allows the real party in interest to seek the court's assistance.

18 2. The Board denied the request for rehearing; however, through this order, the Board
19 will clarify its prior order.

20 3. The parties filed a stipulation with this Board on or about November 1, 2002;
21 however, that stipulation did not contain the signature of counsel Yolanda Givens, Deputy
22 District Attorney for Clark County. Inasmuch as counsel and/or her client did not object to the
23 stipulation and ample time has elapsed during which such an objection could have been filed,
24 this Board will assume said counsel, and her respective clients, agree with the contents thereof.

25 4. This Board has reconsidered the issue of reimbursement for employees' vacations,
26 sick time, and overtime and NOW ORDERS that to award such reimbursement to the
27 employees/plaintiffs would be too speculative. THEREFORE, this Board's prior order awarding
28 the same is hereby rescinded, and employees/plaintiffs will not receive such damage awards.

1 Compensating employees/plaintiffs at their stipulated hourly rate, including longevity, fully
2 makes the employees whole for lost wages for a normal work schedule for those years of 2000
3 through June 30, 2002 less mitigated earnings.

4 5. The Board orders as follows concerning the employees/plaintiffs' requests for
5 damages:

6 a. The City Defendants, through counsel, stated it "will not contest the revised
7 projections as to wages and longevity for 5 of these [7 terminated] employees, for the periods in
8 question. The CITY does raise objections to 2 of them, Eberth Mendez and Marquentta Porter."
9 (City's "Opposition to Plaintiffs' Supplemental Documentation," p. 2, 1. 11-13.) Although the 5
10 employees were not listed, this Board assumes those employees are: Hattie Colley, Brenda
11 Davis, Randall Jones, Ofelia Ricker, and Juan Ynigues.

12 b. Concerning the remaining 16 former employees of NBS, the City states that it:
13 will not contest the revised projections as to wages and longevity for 13 of these
14 employees. The CITY does raise objections to 3 of them, Janet Theriot, Joyce
15 Broussard, and Dianna Reed-Waters. Each of these 3 has projections for
16 damages, including longevity, based on a wrong service date. (City "Opposition
17 to Plaintiffs' Supplemental Documentation," p.7, 1. 8-11.)

18 Although the employees are not listed, this Board assumes those 13 employees are: Ruby
19 Bolden, Olga Carbia, Lenore Felix, Ethel Fitzgerald, Arla Dawn Kimoto, Mary Lewis, Sandra
20 Martinez, Debra Moulton, Arneller Mullins, Sandra Naegle, Janice Rael, Herman Vergara, and
21 Brenda Whitaker.

22 c. Based upon the above, the Board HEREBY ORDERS judgement for the
23 plaintiffs, individually, as follows:

24 1) Ruby Bolden. Her damage award (wages and longevity) is \$22,456.14.

25 2) Joyce Broussard.¹ Her damage award (wages and longevity) is
26 \$17,213.71

27 3) Olga Carbia. Her damage award (wages and longevity) is \$32,448.28.

28 ¹ BASED upon the City's arguments and/or objections, the City's position concerning longevity appears well
grounded and the hiring dates offered are hereby ACCEPTED by this Board for purposes of calculating longevity.
This ruling also applies to Ms. Theriot, Eberth Mendez, and Ms. Broussard.

1 4) Hattie Colley. Her damage award (wages and longevity) is \$2,178.08.

2 5) Brenda Davis. Her damage award (wages and longevity) is
3 \$32,530.88.

4 6) Lenore Felix. Her damage award (wages and longevity) is
5 \$23,244.94.

6 7) Ethel Fitzgerald. Her damage award (wages and longevity) is
7 \$33,995.75.

8 8) Randall Jones. His damage award (wages and longevity) is zero.

9 9) Arla Dawn Kimoto. The damage award (wages and longevity) is
10 \$26,070.41.

11 10) Mary Lewis. Her damage award (wages and longevity) is
12 \$31,434.39.

13 11) Sandra Martinez. Her damage award (wages and longevity) is
14 \$70,975.62.

15 12) Eberth Mendez.² His damage award (wages) is \$2,897.25.

16 13) Debra Moulton. Her damage award (wages and longevity) is
17 \$9,257.70.

18 14) Arneller Mullins. Her damage award (wages and longevity) is
19 \$17,892.17.

20 15) Sandra Naegle. Ample time has been given to the
21 employees/plaintiffs in which to produce documents on the issue of life insurance for her
22 deceased spouse. Since inadequate evidence has been produced to date, no money is being
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² See Footnote 1 concerning this Board's ruling on longevity.

1 award at this time for such a damage request. Her damage award, however, for wages and
2 longevity, is \$53,351.48.

3 16) Marquentta Porter.³ Her damage award (wages and longevity) is
4 \$26,874.15.

5 17) Janice Rael. Her damage award (wages and longevity) is zero.

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7 18) Dianna Reed-Waters. Although the City Defendants object to Mrs.
8 Reed-Waters' hire/fire date, no documents were provided to disprove the date provided by this
9 Plaintiff other than the City's mere allegations. See City's "Opposition to Plaintiffs"
10 Supplemental Documentation," p. 8, l. 1-2. Therefore, the dates claimed by this Plaintiff remain
11 the applicable dates for use in calculating damages. Her damage award (wages and longevity) is
12 \$86,185.48.

13 19) Ofelia Ricker. Her damage award (wages and longevity) is \$1,766.26.

14 20) Janet Theriot.⁴ Her damage award (wages and longevity) is
15 \$2,865.90.

16 21) Hernan Vergara. The damage award (wages and longevity) is zero.

17 22) Brenda Whitaker. Her damage award (wages and longevity) is
18 \$68,070.87.

19 23) Juan Ynigues. The damage award (wages and longevity) is
20 \$15,032.47.
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22 As a reminder, this Board's revised order dated October 22, 2002, stated that the
23 "Respondents can either compensate the plaintiffs or procure insurance coverage for the eligible
24 plaintiffs mentioned above." (Board's Order of October 22, 2002, p. 9, l. 12-3.) Furthermore,
25 this Board in that October 22, 2002 order awarded attorneys' fees to the plaintiffs in the amount
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27 ³ The City Defendants object to Ms. Porter's last date worked and referred the Board to a prior pleading. Upon
28 review of the City's "Opposition and Objections to Complainants' Wage and Benefits Requests," filed with the
Board on October 16, 2002, p. 6, l. 11-12, stated that she was terminated "End of 2001." Thus, Ms. Porter's
termination date remains as December 30, 2001.

⁴ See Footnote 1 concerning this Board' ruling on longevity.

1 of \$22,262.50, along with certain costs (Board's Order of October 22, 2002, p. 9, l. 21 - p. 10, l.
2 7), with such judgment bearing interest from April 14, 2002 (Board's Order of October 22, 2002,
3 p. 9, l. 14).

4 DATED this 23rd day of January 2003.

5 LOCAL GOVERNMENT EMPLOYEE-
6 MANAGEMENT RELATIONS BOARD

7 BY: *John E. Dicks*
8 JOHN E. DICKS, ESQ., Chairman

9
10 BY: *Janet Trost*
11 JANET TROST, ESQ., Vice-Chairman

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