

1 STATE OF NEVADA
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
3 RELATIONS BOARD

4 RONALD G. TAYLOR,
5 Complainant,

6 vs.

7 CLARK COUNTY EDUCATION
8 ASSOCIATION (CCEA), CCEA REVIEW
9 BOARD, AFRICA SANCHEZ, ESQ., VICKI
10 COURTNEY, and KAREN ACKERMAN,
11 Respondents.

ITEM NO. 657E
CASE NO. A1-045904

12 RONALD G. TAYLOR,
13 Complainant,

14 vs.

15 CLARK COUNTY EDUCATION
16 ASSOCIATION (CCEA) and MARY ELLA
HOLLOWAY,
Respondents.

CASE NO. A1-045906

17 For Complainant: Ronald G. Taylor

18 For Respondents: Francis C. Flaherty, Esq.
19 Dyer, Lawrence, Penrose, Flaherty & Donaldson

20 FINDINGS OF FACT, CONCLUSIONS OF LAW & DECISION

21 This matter having come on for hearing before the State of Nevada Local Government
22 Employee-Management Relations Board ("Board") on June 24-25, 2008 and on February 9-10,
23 2009, noticed pursuant to NRS and NAC chapters 288, NRS chapter 233B, as well as Nevada's
24 Open Meeting Laws, finds, concludes, and orders as follows:

25 I. History of Case¹.

26 The complaint in A1-045904 was filed by Ronald G. Taylor ("Taylor") with the Board on
27 February 26, 2007, against the Clark County Education Association ("Association" or "CCEA"),

28 ¹ The Board is hereby incorporating a portion of its earlier decision in this matter, and such portion did not contain
cites to the transcript of the hearing.

1 the Association's Review Board, Africa Sanchez, Esq., Vicki Courtney, and Karen Ackerman.
2 The allegations against the Respondents were that they discriminated against Taylor due to his
3 involvement in a rival employee organization. An answer was filed in this matter, along with
4 various motions to dismiss, to strike pleadings, and to consolidate this matter with A1-045906.

5 The complaint in A1-045906 was filed by Taylor with the Board on March 2, 2007,
6 against the Association and Mary Ella Holloway. At issue in this matter was the Respondents'
7 breach of its duty to represent Taylor and his expulsion from the Association. An answer and
8 counterclaim were filed in this matter, along with motions to dismiss and to strike pleadings.

9 On September 20, 2007, Case Nos. A1-045904 and A1-045906 were consolidated for
10 purposes of an administrative hearing. Taylor filed his pre-hearing statement on October 12,
11 2007 and the Respondents filed their pre-hearing statement on November 1, 2007. Several
12 witnesses were called to testify on June 24-25, 2008, and the following is a brief discussion of
13 their testimony.

14 II. Testimony at Hearing.

15 Robyn Hultengren was the first witness. She was on the Association's Executive Board
16 and heard Taylor's expulsion hearing. She indicated the Executive Board is the governing body
17 for the Association, and it was upset that Taylor had contacted Teamsters. She resigned from the
18 Executive Board because of differing opinions with John Jasonek. She indicated that a member
19 on the Review Board can be impeached, although she has not researched how to impeach a
20 member.

21 Bonnie Peck was the next witness. She is a Building Representative and was a
22 complaining party against Taylor, although she did not know that it would result in Taylor's
23 expulsion. She saw his remarks on the Interact site, but Ackerman asked her and her husband to
24 be complainants against Taylor. Fourteen individuals were contacted to be complainants; and
25 had she the opportunity to do it again, she would not be a complainant against Taylor since it
26 resulted in his expulsion. She does not believe that any dues-paying member should be expelled.
27 Peck indicated that if members are dissatisfied with an Executive Board member, they should
28 seek that Board member's impeachment.

1 Although her husband, Michael, indicated a desire to contact AFT, they were not
2 disciplined or expelled from the Association for discussing another employee organization.
3 They, however, never formed a competing organization or tried to decertify the Association. In
4 response to a question from this Board, Peck indicated that if she was confronted with a
5 dissenter, she would put that person to work for the Association in some capacity.

6 Michael Peck also testified. He does not recall talking with Taylor but he is listed as a
7 charging party. Ackerman asked permission to use his name on the charge against Taylor; and
8 he thought that Taylor would only be brought before the Review Board. He does not recall any
9 specific charges against Taylor, but he personally thinks the action against Taylor was proper.
10 He stated he was only "venting" when he talked about AFT, and he only vocalized such a feeling
11 to his wife. Neither he nor his wife appeared at the Review Board hearing.

12 Michael Steinbrink was the next witness. Although he did not appear at the Review
13 Board hearing, he is a charging party against Taylor. Vicki Courtney asked permission to use his
14 name as a complainant. He stated he understood the charge to be forming a competing union and
15 was aware that Taylor could be expelled. He indicated to this Board that he would still be a
16 charging party today against Taylor knowing that the result would be expulsion.

17 Kenneth Zelasko was Taylor's witness at this Board's hearing as well as at the hearing
18 before the Association's Review Board. Zelasko stated that he was a moderator for the Clark
19 County School District's Interact website, Teacher's Lounge. He testified that Taylor is the only
20 teacher to his knowledge without privileges to use the Interact website from home. He also
21 testified that he and Taylor made suggestions to the Association, and the Association retaliated
22 with their article "Setting It Straight" which he believes defames him.

23 Zelasko offered testimony concerning the possibility of altered emails and/or
24 memoranda. He testified that Attorney Sanchez was at the Review Board hearing, but Taylor
25 was not allowed an attorney to represent him at the hearing. A copy of the transcript of the
26 Review Board hearing was presented as an exhibit and Sanchez is noted therein as being present
27 at the Review Board hearing.

28 Zelasko also testified that Taylor was not allowed the opportunity to present an opening

1 statement or a closing statement, and that the decision was rendered shortly after the meeting
2 without Taylor being afforded the opportunity to submit a post-hearing brief. Zelasko also stated
3 that Taylor was concerned with becoming an at-will employee should he be expelled from the
4 Association. He also stated that Taylor should not have been expelled because a dissenting
5 opinion, or a voice of opposition, assures proper representation by an employee organization.

6 According to Zelasko, Mary Ella Holloway informed him that as long as she was
7 involved with the Association, he would not be "welcomed" within the Association.

8 The Association's first witness was Africa Sanchez. She is the Association's general
9 counsel having been admitted to the Nevada bar in October, 2000; and she provides daily legal
10 advice to the Association. Such advice included advice to the Review Board that Taylor could
11 not have an attorney present at the Review Board hearing. She testified regarding hearing
12 Exhibit B which is the Review Board's policies and procedures, and admits that Section I
13 pertains to impeachment and Section II pertains to censure, suspension, or expulsion of a
14 member. This document is silent as to whether attorneys can be present at the Review Board
15 hearing. She also assisted in the drafting of the charges against Taylor and believes Taylor had
16 an opportunity to make an opening statement when it became time to present his case to the
17 Review Board. She claims that Taylor also did not ask to file any post-hearing documents. She
18 also stated that she attended the Review Board hearing to assure that all parties' rights were
19 protected.

20 She stated that because of Taylor's activities in forming a new rival organization, all
21 correspondence or documents pertaining to Taylor came straight to her. She claims that Taylor
22 campaigned for teachers to stop paying dues to the Association, and if that occurred, the
23 Association could no longer exist. Sanchez stated that Taylor even picketed during the drop
24 period for employees to drop their Association membership. Taylor also allegedly solicited
25 teachers to contact him regarding the new organization and the possibility of better health
26 insurance than that offered by the Association.

27 Sanchez testified that all of Taylor's activities indicated that he was a rival union
28 organizer. She considered him a serious threat to the Association. She did state, however, that

1 Association members will typically talk to disgruntled members, but she is not aware of anyone
2 ever talking to Taylor. She also admits that rank and file members of the Association did not
3 complain about Taylor to her knowledge.

4 As for damages suffered by Taylor due to his expulsion from Association membership,
5 Taylor no longer can buy cheaper movie tickets; allegedly he has no right to Association
6 representation in a grievance; Taylor cannot attend Association meetings or vote in elections for
7 Association officers-directors; additional life insurance is no longer being provided to Taylor
8 through the Association; and malpractice insurance is no longer being provided to Taylor
9 through the Association.

10 The next witness was Karen Ackerman. She has been a Building Representative for the
11 Association as well as on the Executive Board and has been Treasurer. She claims members and
12 non-members approached her regarding Taylor's messages on the Interact website. She
13 personally did not like Taylor's use of the website for his own purpose of forming a rival
14 employee organization. His postings led her to believe that Taylor was seeking decertification of
15 the Association and that led to her seeking the complaint and hearing before the Review Board.
16 She stated that Taylor created "great tension" in her life. She stated she is not aware of any
17 Association member approaching Taylor regarding his concerns.

18 Ms. Ackerman discussed the Association's goals and principles and how Taylor could
19 have allegedly violated the same. She admits that principles are not set out in the bylaws,
20 policies, and procedures offered as hearing exhibits. Goals are found in the preamble. She
21 stated she contacted several members to be the complainants against Taylor, and Vicki Courtney
22 contacted the other complainant members. She stated that she did not think that the Review
23 Board would expel Taylor.

24 Testimony was also offered as to the timing of the complaint against Taylor versus the
25 date Taylor actually filed his complaint with this Board. The complaint bringing Taylor before
26 the Review Board was dated November 2006; however, the complaint was not filed with this
27 Board until January 2007. She stated that she did not think it was a personal attack against
28 Taylor by her soliciting complaining members against him. She claims the only reason the

1 charges were filed against Taylor was because he was organizing a competing employee
2 organization. Ackerman further claims that by seeking decertification of the Association, you
3 are not helping its members, and that filing a complaint with this Board is an extreme measure.

4 Testimony was also presented that Chet Miller was not disciplined or expelled from the
5 Association for any dissenting remarks he made against the Association. During questioning of
6 Ackerman by this Board, counsel for the Association stipulated that Taylor was expelled from
7 the Association based upon his efforts to form a rival union and his attempt to decertify CCEA,
8 which efforts culminated with him filing a petition with this Board seeking decertification.
9 Taylor moved for summary judgment that, pursuant to NRS 288.270(2)(a), it is a prohibited
10 labor practice to "interfere with, restrain or coerce any employee in the exercise of any right
11 guaranteed" in NRS chapter 288; and pursuant to NRS 288.140(1), "[i]t is the right of every local
12 governmental employee, . . . to join any employee organization of his choice or to refrain from
13 joining any employee organization." The Board granted the summary judgment in favor of
14 Taylor and against the Respondents; and based thereon, dismissed the Respondents'
15 counterclaim.

16 A petition for reconsideration and/or rehearing was filed. The Board then set aside its
17 previous order in this matter and rescheduled the action for the continued hearing.

18 Upon reconvening the hearing on September 10, 2008 (Transcript of AM portion of
19 hearing hereafter "Tr. 9-10-08 AM"), it was discovered that Karen Ackerman had moved out of
20 the country and was not available to continue her testimony. Taylor asked that the portion of the
21 Answer pertaining to Ms. Ackerman and her portion of the counterclaim be stricken because of
22 her failure to return to the hearing. Counsel for the Association indicated that he would not
23 oppose the striking of her portion of the counterclaim. Tr. 9-10-08 AM, p. 27. However, the
24 counterclaim was filed by the Association, not Ackerman. Tr. 9-10-08 AM, p. 30-1.
25 Additionally, upon review of the transcript, it was determined that the Board did indeed dismiss
26 Ackerman as a witness. Tr. 9-10-08 AM, p. 31.

27 The Association then called Mr. Taylor as a witness. Tr. 9-10-08 AM, p. 39. Taylor
28 stated that it was his contention that he was denied an opportunity to present a closing statement

1 at the Review Board hearing on February 20, 2007. Tr. 9-10-08 AM, p. 40. However, it was
2 pointed out that Taylor was asked: "Anything written; anything that you can contribute to the
3 body of evidence that we have right now that will summarize." Tr. 9-10-08 AM, p. 41. Taylor
4 stated he did not believe that to be questioning whether he wished to submit a closing, written
5 statement. Id. It was also pointed out to Taylor that he was asked at the Review Board hearing:
6 "Do you plan to file some kind of a rebut[tal]?" Tr. 9-10-08 AM, p. 45. It was then noted that
7 Taylor would instead file a "DFR." Id. Taylor indicated that he was "too busy with lawyers
8 right now" to file any written responses. Id.

9 Regarding Taylor's claims pertaining to an opening statement, he did admit to receiving
10 several copies of the policies, procedures, and/or bylaws. Tr. 9-10-08 AM, p. 46. Thus, he
11 should have been aware of the right to offer an opening and a closing statement as well as post
12 hearing written arguments. Tr. 9-10-08 AM, p. 49-50. He also indicated to the Review Board
13 that he was "very versed in labor law." Tr. 9-10-08 AM, p. 49. He stated the Review Board was
14 a "kangaroo court" with him being "convicted" before he was allowed to make an opening
15 statement. Tr. 9-10-08 AM, p. 52. He admitted that, instead of doing an opening statement, he
16 began questioning Ackerman.

17 After much discussion, Taylor admitted that he had sent certain emails offered as a
18 hearing exhibit and that they were posted on the Interact Teachers Lounge. Tr. 9-10-08 AM, p.
19 62. He also admitted that he was expelled from the Association in March 2007. Tr. 9-10-08
20 AM, p. 66-7. He stated in July 2007, the Teamsters Local 14 began encouraging members to
21 drop from the Association and he was at that time **working** for the Teamsters. Tr. 9-10-08 AM,
22 p. 67. He also stated that it was his intent to drop his membership with the Association in July.
23 Tr. 9-10-08 AM, p. 68. He understood he would be giving up certain perks, such as movie
24 tickets, by dropping his Association membership. Tr. 9-10-08 AM, p. 68.

25 Between March and July 2007, he admitted that the School District conducted
26 investigatory interviews, and that he went without Association representation. Tr. 9-10-08 AM,
27 p. 68-9. He stated that he did indeed "want to be a member of" the Association again. Tr. 9-10-
28 08 AM, p. 69. At this point, counsel for the Association offered to immediately reinstate him

1 within the Association, pay all costs associated with bringing this matter before the Board, and
2 with membership, he could run for office and attempt to impeach any officer. Tr. 9-10-08 AM,
3 p. 70. In exchange therefore, the Association asked that Taylor cease trying to decertify the
4 Association. Id. Taylor indicated that would be giving up a right and he "absolutely" refused to
5 do so. Tr. 9-10-08 AM, p. 71. He stated it is his right to not only belong to the Association but
6 also simultaneously have the right to try and decertify it. Id. Counsel for the Association
7 informed the Board that its intent was to retroactively reinstate Taylor as if there was no break in
8 membership. Tr. 9-10-08 AM, p. 71-2. As a result of this exchange, Taylor refused to be
9 reinstated.

10 On "cross-examination," Taylor stated that he did "tal[k] about decertification of" the
11 Association as such is a right guaranteed to him under NRS chapter 288. Tr. 9-10-08 AM, p. 79.
12 He emphatically believed he was expelled from the Association because of his desires to
13 decertify the Association. Tr. 9-10-08 AM, p. 80. He explained that at the time of his expulsion
14 from the Association, he had not yet filed the complaint with this Board. Tr. 9-10-08 AM, p. 81.
15 Taylor also indicated that the Association had previously offered to reinstate him into the
16 Association. Tr. 9-10-08 AM, p. 82.

17 On redirect, Taylor stated that he questioned the Association of the whereabouts of
18 \$480,000 and he believed he was expelled because of such a question, among other reasons. Tr.
19 9-10-08 AM, p. 89. Taylor claimed that he wanted to avoid physical confrontation with
20 Association's officers and "strong-arm" men, and that he did not want to be an officer of the
21 Association. Tr. 9-10-08 AM, p. 91-2.

22 The Board questioned his interest in seeking the Association's decertification, and he
23 indicated it was on behalf of the teachers. Tr. 9-10-08 AM, p. 92. The Board also questioned
24 why he indicated he did not want to be an officer, yet such "energy" could be used as an
25 Association officer to change perceived problems. Tr. 9-10-08 AM, p. 93. He also indicated to
26 the Board that he would accept the Association's settlement offer if they would simply state that
27 they were wrong to expel him. Tr. 9-10-08 AM, p. 94. By refusing to accept the offer, Member
28 Wilkerson stated that one's loyalty to the Association would then be questionable. Tr. 9-10-08

1 AM, p. 95. The Association stated that it could not “admit that it did not have a right to expel a
2 member who was forming a rival union or trying to decertify the union.” Tr. 9-10-08 AM, p. 96.
3 It could “never concede that by protecting itself and expelling a disloyal member it had somehow
4 violated [NRS chapter] 288.” Tr. 9-10-08 AM, p. 96. It also stated that he had “provided the
5 Board with two to three inches of cases in every other jurisdiction that . . . Unions have a right,
6 an inherent and natural right of self-preservation, to protect themselves against disloyal
7 members.” Tr. 9-10-08 AM, p. 97. Thereafter, a discussion ensued concerning the acts of the
8 Review Board. Tr. 9-10-08 AM, p. 96-108.

9 When the matter could not be resolved, the Board resumed questioning Taylor. He
10 indicated that he was a **paid** consultant for Teamsters Local 14 without benefits from June
11 through October, 2007. (Emphasis Added.) Tr. 9-10-08 AM, p. 115-16. He was not a member
12 of Teamsters 14. Tr. 9-10-08 AM, p. 116. As for potential violations of his rights under NRS
13 chapter 288, he stated that should the Association cease to represent the majority of the
14 employees in the bargaining unit, the Board may order an election to resolve any disputes. Tr. 9-
15 10-08 AM, p. 119-20. Based upon that, he felt he personally had the right to seek decertification.
16 Tr. 9-10-08 AM, p. 121. He further offered that he belonged to the Association from 1993 until
17 he resigned in 1998. Tr. 9-10-08 AM, p. 123. He rejoined the Association in 2006. Id. He
18 stated his duties as a consultant with the Teamsters was to organize teachers. Tr. 9-10-08 AM, p.
19 124.

20 This Board also questioned Taylor where does it specifically state either in statute or
21 regulation that an employee can seek an election to question majority representation. Tr. 9-10-08
22 AM, p. 142-43. Taylor replied that it is not found within the statutes or regulations. Id.

23 Mary Ella Holloway was the next witness called by the Association. Tr. 9-10-08 AM, p.
24 144. At the time of the hearing, she was the project facilitator for the School District and she
25 was formerly a teacher. Tr. 9-10-08 AM, p. 145. She has also been the Association’s president,
26 having joined the Association in 1984. Tr. 9-10-08 AM, p. 146. She indicated she did not have
27 Fran Juhasz conduct an investigation of Taylor, nor did she instruct anyone with the Association
28 to do so. Tr. 9-10-08 AM, p. 147. She also denied ever saying that Ken Zelasko would never be

1 an Association member while she was president. Tr. 9-10-08 AM, p. 148. She did state that she
2 had a telephone conversation with Mr. Zelasko as he wanted to rejoin the Association and then
3 have the Association represent him the following day at a meeting with a principal, to which she
4 replied that he could not rejoin the Association and have the Association represent him in pre-
5 existing problems. Tr. 9-10-08 AM, p. 150.

6 On cross-examination, she stated that a “phone call may have been made [to Taylor]
7 about some of [Taylor’s] activities on the InterAct” and that could have been John Jasonek. Tr.
8 9-10-08 AM, p. 154.

9 Vikki Courtney was the next witness. She is a teacher and has been with the School
10 District for 28 years. Tr. 9-10-08 AM, p. 157. She has been with the Association since 1985,
11 and has held numerous positions. Id. She indicated she first became aware of Taylor through
12 InterAct. Tr. 9-10-08 AM, p. 158. She indicated she became concerned because Taylor was
13 “telling teachers to do things . . . that were in violation of our contract and as a board member, I
14 was concerned . . .” Tr. 9-10-08 AM, p. 159. She said the concern included his request for
15 photographs of teachers working with students and requests that teachers during their prep time
16 review Taylor’s website. Tr. 9-10-08 AM, p. 160. She indicated that the talks escalated to talk
17 about the Association’s decertification and the forming of a rival organization. She indicated she
18 spoke with Africa Sanchez about the matter, and Ms. Sanchez indicated she would look into the
19 matter. Tr. 9-10-08 AM, p. 163. She acknowledged that she and Karen Ackerman brought
20 charges against Taylor for his activities. Tr. 9-10-08 AM, p. 164. She indicated that she
21 contacted Cindy Johnson, Tom Wellman, Cassandra Bell, Brian and Sharon Flick, and Margaret
22 Bean about her bringing charges against Taylor. Tr. 9-10-08 AM, p. 166. They indicated their
23 approval to have their names included in the charges against Taylor. Tr. 9-10-08 AM, p. 168.

24 The hearing resumed in the afternoon of September 10, 2008 (hereafter cited to Tr. 9-10-
25 08 PM”), with Taylor cross-examining Ms. Courtney. She indicated she is not an InterAct
26 officer for the School District. Tr. 9-10-08 PM, p. 4-5. She indicated, however, that she “just
27 didn’t want misinformation on InterAct.” Tr. 9-10-08 PM, p. 15. She agreed that she felt
28 “strongly” that Taylor was “giving advice that would get [the teachers] in trouble.” Tr. 9-10-08

1 PM, p. 16. Courtney also indicated that it was her understanding of the Association's goals and
2 principles that Taylor were violating. Tr. 9-10-08 PM, p.23-4. She testified that she does not
3 have any personal feelings of animosity towards Taylor. Tr. 9-10-08 PM, p. 25.

4 She indicated between 30 to 40 people came to her regarding Taylor's postings, and they
5 were "pretty upset." Tr. 9-10-08 PM, p. 26. She testified that she would bring anyone before the
6 Review Board if that person was trying to form a rival union or attempt to decertify the
7 Association. Tr. 9-10-08 PM, p. 29. She has never seen anyone, however, expelled from the
8 Association. Id. She did not attempt to contact Taylor before filing the charges against him but
9 she believes others, such as Brad Traux, had already done so. Tr. 9-10-08 PM, p. 31. Courtney
10 later testified that she believes Bonnie Peck also contacted Taylor. Tr. 9-10-08 PM, p. 60. She
11 believes some of the other charging individuals attempted to contact Taylor through InterAct. Tr.
12 9-10-08 PM, p. 39. In response to a Board member question, she indicated she has never seen a
13 member censored. Tr. 9-10-08 PM, p. 54. She does remember a posting on the InterAct that a
14 waiver would have to be obtained for photographs of children. Tr. 9-10-08 PM, p. 57.

15 John Jasonok was called as a rebuttal witness. He is the Association's Executive
16 Director. Tr. 9-10-08 PM, p. 70. He testified that Taylor's expulsion from the Association was
17 appropriate because of him attempting to form a rival union. Tr. 9-10-08 PM, p. 71. Hearing
18 Exhibit 12 requested that Taylor contact Jasonok, which Jasonok claimed did not occur. Tr. 9-
19 10-08 PM, p. 73. Jasonok also stated he informed Holloway not to get into a "debate" with
20 Taylor as Taylor would distort statements and/or fabricate information. Tr. 9-10-08 PM, p. 74-5.

21 Marjorie Gibson was the last witness. She has been a teacher for approximately 40 years,
22 ten years with the Clark County School District. Tr. 9-10-08 PM, p. 98. She testified that it is
23 not typical for the Review Board to hold an expulsion hearing such as was done with Taylor. Tr.
24 9-10-08 PM, p. 100. She indicated she provided correspondence to Taylor which enclosed
25 another copy of the Association's rules and bylaws. Tr. 9-10-08 PM, p. 101. She also testified
26 regarding documents provided by Taylor during the expulsion hearing. Tr. 9-10-08 PM, p. 102.
27 It was allegedly difficult to maintain order at the Review Board hearing. Tr. 9-10-08 PM, p. 104.
28 No one told Taylor that he could not make an opening statement. Tr. 9-10-08 PM, p. 104. Mr.

1 Zelasko testified before the Review Board on behalf of Taylor. Tr. 9-10-08 PM, p. 105. Taylor
2 was also informed that he could seek an appeal. Tr. 9-10-08 PM, p. 106.

3 The parties agreed that post-hearing briefs would be submitted after receipt of the hearing
4 transcript.

5 *FINDINGS OF FACT*

6 1. That only two of the fourteen charging parties were present at the Review Board
7 hearing, namely, Ackerman and Vikki Courtney; and those two (Ackerman and Courtney) were
8 the individuals who solicited the complainants for the "Initiation of Proceedings" against Taylor.

9 2. Testimony was presented that Taylor was a serious threat to the Association and that
10 Taylor caused great tension in the life of Ackerman.

11 3. Ackerman testified that the Review Board only deliberated for approximately ½ hour,
12 and that the deliberations were immediately after the hearing. Pursuant to the Review Board's
13 policies and procedures, Taylor was informed of his rights to submit post-hearing briefs and/or
14 documents. Sanchez indicated she attended the Review Board hearing to protect the rights of the
15 parties. Subsequent testimony and/or evidence indicate that Taylor was provided with the
16 opportunity to appeal the Review Board decision, which he did not do.

17 4. Arguments were made by Taylor that he was fearful of becoming an at-will employee
18 with no protection at all, even through such is a misunderstanding of the law.

19 5. Taylor was given the opportunity to rejoin the Association, but he refused to do so.
20 Incorrectly, Taylor believed that individual employees have the right to compel an election to
21 determine if a union, and in this case the Association, has the majority support of the employees
22 in the bargaining unit. Reinstatement would have given Taylor the opportunity to run for office
23 and/or attempt to impeach officers of the Association and restore all other benefits associated
24 with membership.

25 6. As a result of the expulsion, Taylor lost certain rights/benefits, namely, Taylor no
26 longer can buy cheaper movie tickets; allegedly he had no right to Association representation in
27 a grievance and representation by others would be at an increased hourly rate; Taylor cannot
28 attend Association meetings or vote in elections for Association officers-directors; additional life

1 insurance is no longer being provided to Taylor through the Association and Taylor testified he
2 travels to a prison as his teaching assignment (i.e., a greater risk of exposure than traditional
3 teachers); and malpractice insurance is no longer being provided to Taylor through the
4 Association.

5 7. Based upon the testimony of the various witnesses, there was a great concern
6 regarding Taylor's actions, e.g., Ackerman testified Taylor gives her "great stress" or "tension"
7 in her life and all matters involving Taylor are immediately forwarded to the Association's
8 general counsel. The testimony, however, was that there is no personal animosity towards
9 Taylor by Association members/officers.

10 8. There is contradictory testimony as to whether anyone from the Association ever
11 contacted Taylor about his concerns or attempted to have him be more involved with the
12 Association.

13 9. This Board finds that expulsion from the Association upon the filing of a complaint
14 with this Board will have a chilling effect on members to complain about the Association and/or
15 may cause the members not to file prohibited labor practice complaints with this Board.

16 10. Contradictory evidence exists in the record as to Taylor's intentions regarding his
17 choice to join the Association, his choice to retain/drop his membership, and/or his intent to
18 resume membership after expulsion.

19 11. Taylor's acts of allegedly posting improper messages on the Interact website may be
20 a violation of a Clark County School District policy, but no evidence was submitted that such a
21 mere act of posting was so egregious that he should be expelled from the Association along with
22 the accompanying loss of benefits and rights. Testimony was provided that if there is a dissenter
23 of the Association, that such a dissenter should be brought into a more active role or provided
24 duties within the Association.

25 12. There were members who may have voiced a concern against the Association,
26 namely, Chet Miller and Michael Peck, but they were not disciplined nor expelled from the
27 Association.

28 ///

1 13. The applicable documents, bylaws and policies/procedures do not prevent attorneys
2 appearing before the Review Board on behalf of a party. Taylor did not ask for legal
3 representation nor was Taylor precluded from having an attorney at the Review Board hearing.

4 14. It is undisputed that Taylor was a paid consultant for Teamsters 14, and that he was
5 attempting to organize the employees at the School District into Teamsters 14 and decertify the
6 Association.

7 15. The Association's principles and/or goals are vague and are not clearly indentified in
8 the Bylaws. Because of the vagueness, a reasonable person may not understand such principles
9 and goals. This violation in and of itself, solely, should not rise to the level of expulsion from
10 the Association without further justification.

11 16. The Board does not find, nor concludes that any prohibited labor practices occurred
12 during the expulsion hearing before the Association's Review Board. Prior to the expulsion
13 hearing, Taylor was given a number of photocopies of the Association's Bylaws, policies, and
14 procedures; and he did indicate to the Review Board that he was well versed in labor law.

15 17. The Board finds that Taylor's arguments that he was precluded from presenting an
16 opening and a closing argument are groundless as the Association did provide a hearing for
17 Taylor before the Review Board.

18 18. Should any finding of fact be more properly construed as a conclusion of law, may it
19 be so construed.

20 ***CONCLUSIONS OF LAW***

21 1. The Local Government Employee-Management Relations Board ("Board") has
22 jurisdiction over the parties and the subject matters of the complaint on file herein pursuant to the
23 provisions of NRS Chapter 288.

24 2. The Association is an employee organization serving as the exclusive bargaining agent
25 for the teachers in the Clark County School District as defined in NRS 288.027 and NRS
26 288.040.

27 3. Taylor is a local governmental employee as defined in NRS 288.050.

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1 4. Pursuant to NRS 288.270(2), it is a prohibited labor practice to “interfere with,
2 restrain or coerce any employee in the exercise of any right guaranteed” in NRS chapter 288
3 and/or discriminate against an employee for personal reasons.

4 5. Pursuant to NRS 288.140(1), it is the right of every local governmental employee “to
5 join any employee organization of his choice or to refrain from joining any employee
6 organization.” Taylor has the option to join or refrain from joining an employee organization,
7 but, as an individual, NRS Chapter 288 does not provide him with the right to personally seek to
8 decertify an incumbent employee organization through this Board without consequences.

9 6. This Board concludes that the Respondents and each of them did not discriminate
10 against pursuant to the provisions of NRS chapter 288. His open and blatant attempt to decertify
11 the Association was sufficient to justify his expulsion from the Association.

12 7. This Board concludes that the Respondents and each of them did not commit a
13 prohibited labor practice in this action by interfering and restraining Taylor “in the exercise” of
14 his right to join the employee organization representing the bargaining unit of which he is a
15 member, i.e., the Association. Taylor was given the right to resume his membership with no lost
16 benefits, but he refused to accept the same.

17 8. Should any conclusion be more properly construed as a finding of fact, may it be so
18 deemed.

19 ***DECISION AND ORDER***

20 Based upon the above, the Board decides and orders as follows:

21 IT IS HEREBY ORDERED that Complainant, Ronald Taylor, failed to substantiate his
22 claims of prohibited labor practices by the Respondents in these consolidated cases; and,

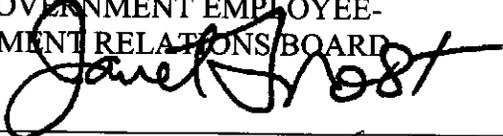
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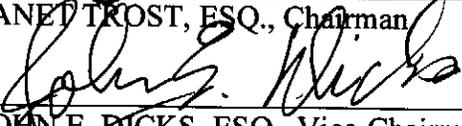
1 therefore, the complaints herein are HEREBY DISMISSED, with prejudice, with each party to
2 bear their own fees and costs.

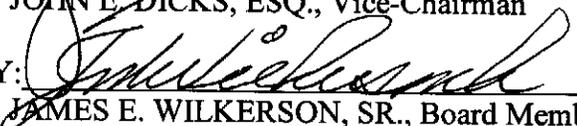
3 FURTHERMORE, the counterclaim is HEREBY DISMISSED.

4 DATED this 10th day of February, 2009.

5 LOCAL GOVERNMENT EMPLOYEE-
6 MANAGEMENT RELATIONS BOARD

7 BY: 
8 JANET TROST, ESQ., Chairman

9 BY: 
10 JOHN E. DICKS, ESQ., Vice-Chairman

11 BY: 
12 JAMES E. WILKERSON, SR., Board Member

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