

1 STATE OF NEVADA
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
3 RELATIONS BOARD
4

5 TAMI BYBEE and ALEATHA GINGELL,)

6 Complainants,)

7 vs.)

8 THE WHITE PINE COUNTY SCHOOL)
9 DISTRICT; NEVADA STATE EDUCATION)
10 ASSOCIATION and THE WHITE PINE)
11 ASSOCIATION OF CLASSROOM)
TEACHERS,)

Respondents.)

ITEM NO.: 724E

CASE NO. A1-045972

ORDER

12 TO: Tami Bybee and Aleatha Gingell and their attorney Gary D. Fairman, Esq..

13 TO: White Pine County School District and their attorney Rebecca Bruch, Esq.

14 Nevada State Education Association and The White Pine Association of
15 Classroom Teacher and their attorney Francis C. Flaherty, Esq.

16 On the 8th day of May, 2012, this matter came on before the State of Nevada, Local
17 Government Employee-Management Relations Board ("Board"), for consideration and decision
18 pursuant to the provisions of NRS and NAC chapters 288, NRS chapter 233B, and was properly
19 noticed pursuant to Nevada's open meeting laws.

20 The Board issued a final order on February 9, 2011 (Item No. 724B) which found in
21 favor of Complainants Tami Bybee and Aleathea Gingell and against Respondent White Pine
22 County School District. The Board found that the School District had committed two prohibited
23 labor practices- a unilateral change by departing from the bargained-for procedure for doing so
24 and without first bargaining with Respondent White Pine Association of Classroom Teachers,
25 and a violation of NRS 288.270(1)(a) by interfering with Complainants' rights to act for
26 themselves pursuant to NRS 288.140(1) when the District refused to process a grievance that
27 Complainants had filed.

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1 On January 20, 2012, the First Judicial District Court remanded a portion of our order
2 back for further proceedings. The District Court remanded this matter so that "...the School
3 District and other parties may present evidence, legal authority, and argument regarding the
4 unilateral change issue." The District Court affirmed the portion of the Board's order which
5 found an interference with a protected right by the School District.

6 Upon remand, on May 2, 2012, the parties submitted to the Board a settlement agreement
7 which has been executed by all parties, and counsel for all parties. The agreement requests that
8 this Board withdraw "those portions of [our] Order dated February, 9, 2011, Item No. 724B,
9 wherein it determined that the District violated Complainants' rights by committing a unilateral
10 change to the bargained-for layoff procedures..."

11 NAC 288.375(1) allows for the Board to dismiss a matter if the parties agree to a
12 settlement of the matter.

13 Having considered the settlement agreement submitted by the parties, the Board accepts
14 the settlement agreement and withdraws the portion of its opinions, findings, conclusions and
15 order in Item No. 724B that pertain to the unilateral change finding against White Pine County
16 School District.

17 The Board, having duly considered the pleadings filed herein, and having fully
18 considered the law and being fully advised in the premises makes its Findings of Fact,
19 Conclusions of Law and Order as follows:

20 **FINDINGS OF FACT**

- 21 1. Complainants Tami Bybee and Aleathea Gingell and Respondents White Pine County
22 School District and White Pine Association of Classroom Teachers have agreed to settle
23 this matter.
- 24 2. The settlement is contingent upon this Board withdrawing the opinions, findings,
25 conclusions and order portion of Item No. 724B which pertain to the unilateral change
26 finding against White Pine County School District.
- 27 3. If any of the foregoing findings is more appropriately construed a conclusion of law, it
28 may be so construed.

1 **CONCLUSIONS OF LAW**

- 2 1. NAC 288.375(1) states that the Board may dismiss a matter if the complaint has been
3 settled and notice of settlement has been received by the Board.
4 2. The stipulation jointly filed by the parties complies with the provisions of NAC
5 288.375(1), and the Board accepts the same.
6 3. If any of the foregoing conclusions is more appropriately construed a finding of fact, it
7 may be so construed.

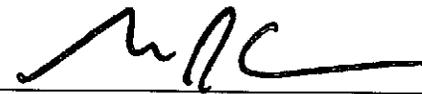
8 **ORDER**

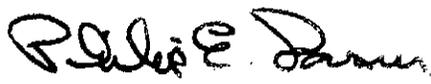
9 IT IS HEREBY ORDERED that the opinions, findings, conclusions and order portion of
10 Item No. 724B which pertain to the unilateral change finding against White Pine County School
11 District are withdrawn;

12 IT IS FURTHER ORDERED that pursuant to NAC 288.375(1) this action is dismissed.

13 DATED this 30th day of May, 2012.
14

15 LOCAL GOVERNMENT EMPLOYEE-
16 MANAGEMENT RELATIONS BOARD

17 BY: 
18 SEATON J. CURRAN, ESQ., Chairman

19
20 BY: 
21 PHILIP E. LARSON, Vice-Chairman

22
23 BY: 
24 SANDRA MASTERS, Board Member
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3 RELATIONS BOARD
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CASE NO. A1-045972

8 THE WHITE PINE COUNTY SCHOOL)
9 DISTRICT; NEVADA STATE EDUCATION)
10 ASSOCIATION and THE WHITE PINE)
11 ASSOCIATION OF CLASSROOM)
12 TEACHERS,)

NOTICE OF ENTRY OF ORDER

13 Respondents.
14

15 TO: Tami Bybee and Aleatha Gingell and their attorney Gary D. Fairman, Esq..

16 TO: White Pine County School District and their attorney Rebecca Bruch, Esq.
17 Nevada State Education Association and The White Pine Association of
18 Classroom Teacher and their attorney Francis C. Flaherty, Esq.

19 PLEASE TAKE NOTICE that an ORDER was entered in the above-entitled matter on
20 May 30, 2012.

21 A copy of said order is attached hereto.

22 DATED this 30th day of May, 2012.

23 LOCAL GOVERNMENT EMPLOYEE-
24 MANAGEMENT RELATIONS BOARD

25 BY

26 
27 JOYCE A. HOLTZ, Executive Assistant
28

1 **CERTIFICATE OF MAILING**

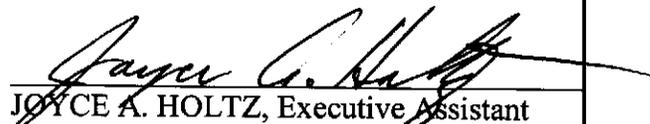
2 I hereby certify that I am an employee of the Local Government Employee-Management
3 Relations Board, and that on the 30th day of May, 2012, I served a copy of the foregoing

4 ORDER by mailing a copy thereof, postage prepaid to:

5 Gary D. Fairman, Esq.
6 Law Offices of Gary D. Fairman
7 482 Fifth St., P.O. Box 151105
8 Ely, NV 89315

9 Rebecca Bruch, Esq.
10 Erickson, Thorpe & Swainston, Ltd.
11 99 West Arroyo St.
12 Reno, NV 89521

13 Francis C. Flaherty, Esq.
14 Todd E. Reese, Esq.
15 Dyer Lawrence Penrose Donaldson & Prunty
16 2805 Mountain St.
17 Carson City, NV 89703

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JOYCE A. HOLTZ, Executive Assistant