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STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

CLARK COUNTY EDUCATION ASSOCIATION,  
Complainant,  
v.  
CLARK COUNTY SCHOOL DISTRICT,  
Respondent.  
and  
EDUCATION SUPPORT EMPLOYEES  
ASSOCIATION,  
Intervenor.

Case No. 2023-009

**AMENDED NOTICE OF HEARING**

- TO: Complainant, by and through their attorney, Steven Sorensen, Esq., General Counsel for the Clark County Education Association; and
- TO: Respondent, by and through their attorney, Crystal J. Herrera, Esq. of the Clark County School District, Office of the General Counsel; and
- TO: Petitioner Intervenor Education Support Employees Association, by and through its attorneys, Francis C. Flaherty, Esq. and Sue S. Matuska, Esq. of Dyer Lawrence, LLP.

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE pursuant to NRS 233B.121(2), that the Government Employee-Management Relations Board (“Board”) will conduct a hearing in the above-captioned matter:

**Panel**

This case has been assigned to Panel B. Pursuant to NAC 288.271(3) the presiding officer shall be Board Member Tammara M. Williams. Pursuant to NAC 288.271(2) Board Member Michael A. Urban, Esq. has been randomly assigned to take the place of Vice Chair Michael J. Smith who is unavailable.

1 **Dates and Times of Hearing**

2 Tuesday, October 17, 2023 at 8:15 a.m.

3  
4 **Location of Hearing**

5 The hearing will be held in the Tahoe Conference Room, which is located on the fourth floor of  
6 the Nevada State Business Center, 3300 W. Sahara Avenue, Las Vegas, NV 89102. The hearing will  
7 also be held virtually using a remote technology system called WebEx. The attorneys of record,  
8 witnesses, court reporter, the Deputy Attorney General assigned to the EMRB and one or more of the  
9 panel members will be present via WebEx. The remaining panel members and Commissioner will be  
10 present in-person. Preliminary motions will be heard at the beginning of the hearing. The Panel may  
11 deliberate and take possible action on this case after the hearing has concluded.

12  
13 **Details Regarding Events Prior to the Hearing**

14 1. The parties shall submit three (3) sets of tagged joint exhibits to be received by the  
15 EMRB, 3300 W. Sahara Avenue, Suite 260, Las Vegas, Nevada 89102, no later than one week prior to  
16 the start of the hearing, so as to enable the office staff to distribute the exhibits to one of the panel  
17 members located in Northern Nevada in time for the hearing. Please note that the number of sets of  
18 exhibits to be received by the EMRB is in addition to any sets of exhibits that may be used by the  
19 attorneys of record. Each attorney shall also be responsible to have a set of exhibits at the designated  
20 location for its witnesses.

21 2. The parties will also need to submit an electronic version of the exhibits, along with a  
22 table of contents of the exhibits, no later than one week prior to the start of the hearing. Each electronic  
23 exhibit shall be a .pdf file. Arrangements on the means of transmittal shall be made with the Board  
24 Secretary.

25 3. Unless otherwise excused by the Chair for good cause, all subpoena requests must be  
26 submitted to the EMRB no later than one week prior to the hearing.

27 //

28 //

1 **Details of Hearing**

2 1. The legal authority and jurisdiction for this hearing are based upon NRS 288.110, NRS  
3 288.280 and the Nevada Administrative Code, Chapter 288.

4 2. The time allotted for the hearing shall be eight (8) hours for the Complainant and eight  
5 (8) hours for the Respondents, including cross-examination.

6 3. The Complainant shall be responsible for retaining a certified court reporter to take  
7 verbatim notes of the proceedings. Pursuant to NAC 288.370, the cost of reporting shall be shared  
8 equally by the parties and the Board shall be furnished the original of the transcript so taken.  
9 Complainant shall work with the court reporter to ensure that the court reporter will also be able to  
10 attend online using the afore-mentioned software product.

11  
12 **Statement of Issues Involved**

13 Based upon the prehearing statements filed in this matter, and pursuant to NRS 233B.121(2)(d),  
14 the issues to be addressed at the hearing are identified as follows:

15  
16 **Complainant's Statement of Issues**

- 17 1. Through its actions, has the Clark County School District ("CCSD") unlawfully recognized the  
18 General Sales Drivers, Delivery Drivers and Helpers Local 14 Affiliated with International  
19 Board of Teamsters, Chauffeurs, Warehousemen and Helpers of America (the "Teamsters") as  
20 an employee organization for CCSD employees as without following the procedures of NRS  
21 288.160?
- 22 2. If so, did CCSD fail to consult CCEA and its other bargaining units as required under NRS  
23 288.170 before recognizing Teamsters as an employee organization?
- 24 3. Did CCEA timely bring a complaint regarding CCSD's recognition of the Teamsters as an  
25 employee organization?
- 26 4. Does CCEA have standing to bring a complaint regarding CCSD's recognition of Teamsters as  
27 an employee organization?

28 //

1 **Respondent’s Statement of Issues**

- 2 1. Whether the Clark County Education Association (“Complainant”/ “CCEA”) filed its Complaint  
3 in this matter prior to the six-month statute of limitations set forth in NRS 288.110(4).  
4 2. Whether CCEA has standing to bring the claims set forth in its Complaint under NRS 288.170.  
5 3. Whether the District violated NRS 288.170(1) in recognizing General Sales Drivers, Delivery  
6 Drivers and Helpers Local 14 Affiliated with International Board of Teamsters, Chauffeurs,  
7 Warehousemen and Helpers of America (“Teamsters”) representatives as an Education Support  
8 Employees Association (“ESEA”) designated representative for non-licensed support staff  
9 employees.  
10 4. Whether the District violated NRS 288.160(1) in recognizing Teamsters representatives as  
11 ESEA-designated representative for non-licensed support staff employees.  
12

13 **Intervenor’s Statement of Issues of Fact**

- 14 1. Upon or at any time after execution of the ESEA-Local 14 Agreement, did Local 14 ever proffer  
15 to CCSD the documents required by NRS 288.160(1) to obtain recognition as the bargaining  
16 agent for any bargaining unit of CCSD employees?  
17 2. At any time upon or after execution of the ESEA-Local 14 Agreement, did CCSD place  
18 employees into a bargaining unit based on and because of that agreement?  
19 3. At any time upon or after execution of the ESEA-Local 14 Agreement, did CCSD place  
20 education support employees in a bargaining unit other than the ESEA Bargaining Unit?  
21 4. Did the ESEA-Local 14 Agreement, to which CCSD was not and is not a party, bifurcate the  
22 ESEA Bargaining Unit?  
23 5. Did the ESEA-Local 14 Agreement, to which CCSD was not and is not a party, impose  
24 recognition of Local 14 as a bargaining agent comprised of CCSD employees upon CCSD?  
25 6. When did CCEA become aware of the ESEA-Local 14 Agreement?

26 //  
27 //  
28 //

1 **Intervenor’s Statement of Issues of Law**

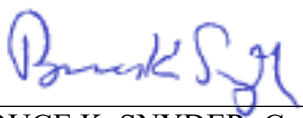
- 2 1. Does an employee organization have a right, pursuant to NRS 288.150(1), to designate  
3 representatives of its choosing for negotiations with a local government employer?
- 4 2. Does a local government employer violate NRS 288.160 by engaging in negotiation discussions  
5 with individuals selected and designated by the recognized employee organization (bargaining  
6 unit) to do so, merely because those individuals are also representatives of another employee  
7 organization, but not one that has been recognized by the local government employer as  
8 bargaining agent for any of the employer’s bargaining units?
- 9 3. Does a local government employer violate NRS 288.170 by engaging in negotiation discussions  
10 with individuals selected and designated by the recognized employee organization to do so,  
11 merely because those individuals are also representatives of another employee organization, but  
12 not one that has been recognized by the local government employer as a bargaining agent for  
13 any of the employer’s bargaining units?
- 14 4. May a local government employer recognize an employee organization that has not proffered  
15 the documents required by NRS 288.160(1)?
- 16 5. When negotiating with recognized employee organizations, is a school district allowed to  
17 express the limitations of existing available revenues as established by the school district,  
18 including, without limitation, any money appropriated by the State of Nevada to carry out  
19 increases in salaries or benefits for all the employees of the school district?
- 20 6. Does an employee organization have standing to appeal a local government employer’s  
21 determination of an appropriate bargaining unit where the employee organization does not  
22 represent, nor purport to represent, any employee in the challenged bargaining unit or units?
- 23 7. Does an employee organization have standing to appeal a local government employer’s  
24 determination of an appropriate bargaining unit where the employees represented by that  
25 employee organization do not share a community of interest with the employees in the  
26 challenged bargaining unit or units?

- 1 8. May an employee organization that is putatively aggrieved by a local government employer's  
2 determination of a bargaining unit pursuant to NRS 288.170 file a complaint with the Board, or  
3 is that employee organization limited to filing an "appeal" of that determination to the Board?  
4 9. Does the Board have the authority to void an agreement between two employee organizations  
5 where no local government employer is a party to that agreement and the agreement does not  
6 purport to or actually make changes to the composition of the established bargaining units  
7 between the local government employer and the employee organizations it has recognized as  
8 bargaining agents?

9  
10 This Amended Notice of Hearing will further serve as notice to all parties herein, that upon  
11 conclusion of the Hearing, or as otherwise necessary to deliberate toward a decision on the complaint,  
12 the Board may move to go into closed session pursuant to NRS 288.220(5).

13 DATED this 21<sup>st</sup> day of September 2023.

14  
15 GOVERNMENT EMPLOYEE-  
16 MANAGEMENT RELATIONS BOARD

17 BY   
18 \_\_\_\_\_  
19 BRUCE K. SNYDER, Commissioner  
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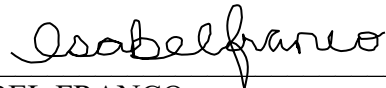
1 **CERTIFICATE OF MAILING**

2 I hereby certify that I am an employee of the Government Employee-Management Relations  
3 Board, and that on the 21<sup>st</sup> day of September 2023, I served a copy of the foregoing **AMENDED**  
4 **NOTICE OF HEARING** by mailing a copy thereof, postage prepaid to:

5 Steven Sorenson  
6 General Counsel  
7 Clark County Education Association  
8 4230 McLeod Drive  
9 Las Vegas, Nevada 89121

10 Crystal J. Herrera, Esq.  
11 Clark County School District  
12 Office of the General Counsel  
13 5100 West Sahara Avenue  
14 Las Vegas, NV 89146

15 Francis C. Flaherty, Esq.  
16 Sue S. Matuska, Esq.  
17 Dyer Lawrence, LLP  
18 2805 Mountain Street  
19 Carson City, Nevada 89703

20 

21 \_\_\_\_\_  
22 ISABEL FRANCO  
23 Administrative Assistant II  
24  
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1

1                   BEFORE THE GOVERNMENT

2                   EMPLOYEE-MANAGEMENT RELATIONS BOARD

3

4 CLARK COUNTY EDUCATION            )

5 ASSOCIATION,                        )

6                                       Complainant,                        )

7 v.                                        )

8 CLARK COUNTY SCHOOL DISTRICT,) )

9                                       Respondent.                        )CASE NO. 2023-009

10 and                                     )

11 EDUCATION SUPPORT EMPLOYEES    )

12 ASSOCIATION,                        )

13                                       Intervenor.                        )

14

15                   REPORTER'S TRANSCRIPT OF PROCEEDINGS

16                   Taken on Tuesday, October 17, 2023

17                                       At 8:16 a.m.

18                   At Nevada State Business Center

19                   3300 W. Sahara Avenue

20                   Las Vegas, Nevada 89102

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25                   Reported by: JoAnn Melendez, CCR #370

2

1 APPEARANCES:

2 For the EMRB:                        Tamara Williams

3                                       Chairwoman

4                                       Bruce K. Snyder

5                                       Commissioner

6                                       Michael A. Urban

7                                       Sandy Masters

8                                       (Via WebX)

9                                       Sam Taylor

10                                      (Via WebX)

11 For the Complainant:               STEVEN SORENSEN, ESQ.

12                                      4230 McLeod Drive

13                                      Las Vegas, NV 89121

14                                      702-733-3063

15                                      ssorensen@ccea-nv.org

16 For Respondent:                    CRYSTAL HERRERA, ESQ.

17                                      BETTY FOLEY, ESQ.

18                                      Clark County School

19                                      District

20                                      5100 West Sahara Avenue

21                                      Las Vegas, NV 89146

22                                      702-799-5373

23                                      herrec4@nv.ccsd.net

24 For the Intervenor:                 FRANCIS C. FLAHERTY, ESQ.

25                                      Dyer Lawrence LLP

                                      2805 Mountain Street

                                      Carson City, NV 89703

                                      775-885-1896

                                      fflaherty@dyerlawrence.com

Also Present:                        Marisu Romualdez Abellar

                                      EMRB Executive Assistant

                                      John Vellardita,

                                      CCEA representative

                                      Dr. Jesus Jara,

                                      CCSD representative

                                      Brian Lee,

                                      ESEA representative

3

1                                       I N D E X

2                                       JOINT EXHIBITS

3                                       Number                        Description                        Page

4                                      1    CCEA-CCSD Negotiated Agreement                        9

5                                      2    ESEA-CCSD Negotiated Agreement                        9

6                                      3    2018 CCEA Website Image- CCEA Stands                       9

7                                      4    2007-2018 Copy of District Court and                       9

8                                      5    Supreme Court Orders Involving ESEA,                       9

9                                      6    Local 14, and EMRB   9

10                                     7    ESEA-Local 14 Agreement - October 17,                       9

11                                     8    2019 (effective date)   9

12                                     9    2019 ESEA FAQ re:ESEA-Local 14                               9

13                                    10   Agreement   9

14                                    11   10/24/19 Las Vegas Review Journal                            9

15                                    12   Article re:ESEA-Local 14 Agreement                           9

16                                    13   10/24/19 KSNV News 3 Story re:                               9

17                                    14   ESEA-Local 14 Agreement                                       9

18                                    15   11/1/2019 Memo from CCSD Office of                           9

19                                    16   General Counsel to all CCSD Managers                       9

20                                    17   and Corresponding email                                       9

21                                    18   11/10/2019 ESEA letter to CCSD re:                           9

22                                    19   ESEA's Designated Representatives                           9

23                                    20   for Representation of ESEA Bargaining                       9

24                                    21   Unit    9

25                                    22   12/2/2019 Memo from CCSD Office of                           9

                                      23   General Counsel to All CCSD Managers                       9

                                      24   and Corresponding email                                       9

                                      25   Circa 3/7/2020 ESEA Unit 1 Meeting                           9

                                      26   Announcement/Flyer    9

                                      27   Circa 3/7/2020 ESEA Unit 1 Meeting                           9

                                      28   Announcement/Facebook Screenshot                           9

                                      29   1/4/2021 CCEA letter to CCSD re:                           9

                                      30   CCSD School Board Trustee Lisa                               9

                                      31   Guzman    9

                                      32   Undated Website Screenshot - ESEA                           9

                                      33   and Local 14 - We Win as One                               9

                                      34   Undated CCSD Press Release                                   9

                                      35   Regarding Tentative Agreement with                       9

                                      36   ESEA and Teamsters Local 14                                9

                                      37   8/14/2023 Post to Local 14 Website                         9

                                      38   by Fred Horvath   9

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1                                       JOINT EXHIBITS CON'T

2                                       Number                        Description                        Page

3                                      18   Copy of NRS 288.110, 288.150,                               9

4                                      19   288.160, 288.170, 288.217 and                               9

5                                      20   288.270, all with LCB annotations                           9

6                                      19   CCEA, CCSD, and ESEA Joint                                   231

7                                      20   Stipulation of Facts   9

8                                      20   Text message thread   9

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CHAIRWOMAN WILLIAMS: Okay. I would like to read into the record that we're here for Case No. 2023-009, Clark County Education Association versus Clark County School District.

I'd like to kind of do some introductions here. You can start this way.

MR. SORENSEN: Sure. Steve Sorensen, general counsel for Clark County Education Association.

CHAIRWOMAN WILLIAMS: Okay. Respondent.

MS. HERRERA: Good morning. Crystal Herrera, senior assistant general counsel on behalf of Clark County School District, here with my colleague Betty Foley.

CHAIRWOMAN WILLIAMS: Okay.

MR. FLAHERTY: Good morning. Frank Flaherty with Dyer Lawrence, LLP, counsel for intervenor Education Support Employees Association.

CHAIRWOMAN WILLIAMS: Okay. All right. Just a few housekeeping things that I'd like to take care of. Throughout the day, we will take some -- a couple breaks and a lunch. We'll determine those times based on how things are going, but feel free

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to say hey, I need a break if you need one, you know, after witnesses are testifying. So feel free to do that, but we will have some scheduled breaks and a lunch today.

The next thing I would like to address is the exhibit books. If you turn to our exhibit books.

MR. FLAHERTY: In the books we already have -- do I need to state my name for the record?

CHAIRWOMAN WILLIAMS: Yes, it would be good.

MR. FLAHERTY: Frank Flaherty for the record. In the books already we have Joint Exhibits 1 through 19

CHAIRWOMAN WILLIAMS: 1 through 19.

MR. FLAHERTY: Yes. And I suspect that -- well, I almost know that some of the parties will be offering additional exhibits

CHAIRWOMAN WILLIAMS: Okay.

COMMISSIONER SNYDER: Are any of those 19 exhibits being objected to by any parties or can they be admitted at this time?

MR. FLAHERTY: ESEA has no objection to Joint Exhibits 1 through 19.

MR. SORENSEN: CCEA has no objection to

9

1 Joint Exhibits 1 through 19.

2 MS. HERRERA: The District has no

3 objection to 1 through 19.

4 COMMISSIONER SNYDER: Okay. So 1 through

5 19 can be admitted then.

6 MS. HERRERA: Correct.

7 CHAIRWOMAN WILLIAMS: Okay. It's time to

8 go to the preliminary motion. I know there's a

9 subpoena before us for records for Dr. Jesus Jaro.

10 MR. SORENSEN: Dr. Jara

11 CHAIRWOMAN WILLIAMS: Jara.

12 MR. SORENSEN: Yes. So we had requested

13 the -- all communications which included text

14 communications from Dr. Jara.

15 We were informed by the District, this is

16 in exhibits -- Exhibit 1 is the subpoena of CCA

17 exhibits. I've got hard copies here. We'd ask that

18 that be entered in. And Exhibit 2 is the response

19 that we got from Clark County School District in

20 relation to those requests.

21 It's Dr. Jesus Jara uses his personal

22 phone for CCSD business. It would be subject to the

23 subpoena and CCSD refused to produce.

24 So we are asking a motion to compel

25 production of those records or in the alternative

10

1 inference that those text messages would show that

2 Dr. Jara was in communication with Teamsters

3 representatives regarding issues related to

4 bargaining.

5 CHAIRWOMAN WILLIAMS: Do anybody have any

6 response to this?

7 MS. HERRERA: Yes. Crystal Herrera for

8 the record on behalf of the Clark County School

9 District.

10 Actually, as a matter of background,

11 there's two subpoenas for -- two subpoena duces

12 tecum for records that were issued by CCA to the

13 Clark County School District and/or Dr. Jara.

14 So to begin, the initial subpoena that

15 Mr. Sorensen is referencing was issued personally to

16 Dr. Jara and asked for written communication from a

17 particular date and time to another particular date

18 and time with Teamsters Local 14.

19 The communications were not isolated or

20 pertaining to the allegations currently before the

21 Board. In other words, the District's de facto or

22 alleged de facto recognition of Teamsters as a

23 bargaining agent.

24 The communications were objected to in

25 accordance with Rule of Civil Procedure 45. As this

11

1 Board is aware, the subpoenas issued by this Board

2 are subject to Rule 45.

3 Now, in accordance with that rule, we

4 submitted our objections properly, and we both

5 objected to the fact that these communications were

6 essentially communications being asked of the Clark

7 County School District since they pertain to his

8 communications as superintendent. They actually did

9 not request any personal communications by Mr. Jara,

10 whether it be through his personal devices or

11 otherwise. Now, I think as proposed Exhibit 2 by

12 CCA, those communications state as much.

13 Sitting here today, to the extent that

14 CCA is trying to enforce that subpoena against Dr.

15 Jara, we still believe you don't have the authority

16 to do so.

17 For one, under Rule of Civil Procedure

18 45, there was no proper notice that was provided to

19 all the parties seven days in advance of asking for

20 these records. Two, we don't believe that the

21 subpoena complied with the actual formalities of a

22 proper subpoena considering that there was no set

23 text under Rule 45 (c) and (d). So procedurally,

24 the subpoena's deficient and cannot be enforced by

25 this Board.

12

1 Now, substantively we still think that

2 there's objections to the communications that are

3 being requested which should also not be subject to

4 the motion to compel.

5 Now, that's with respect to the subpoena

6 as against Dr. Jara, but I will note this issue from

7 the District's perspective is in many respects moot

8 because there was a subsequent subpoena duces tecum

9 that was issued by CCA to the District for those

10 same communications on behalf of the Clark County

11 School District which have been responded to as of

12 today's hearing

13 CHAIRWOMAN WILLIAMS: And your response?

14 MR. SORENSEN: Response, yes. As far as

15 their objection, they didn't raise a motion to quash

16 with this Board. This Board issued the subpoena.

17 As to the communications, CCSD is

18 required when there's a public records request to

19 maintain records of a -- of any communication that's

20 related to business matters.

21 And in the past, that has meant that

22 they've had to produce records from personal cell

23 phones if those cell phones were used for District

24 business.

25 In this case, we are asking for the text

13

1 messages that were used for District business from  
 2 Jesus Jara. That's not personal. He may be doing  
 3 it off his personal device, but we are asking for  
 4 records that CCSD should be maintaining. And in the  
 5 alternative, the first subpoena is to Dr. Jara  
 6 himself so we are asking for the records from him  
 7 directly.  
 8 MS. HERRERA: If I may briefly?  
 9 CHAIRWOMAN WILLIAMS: Yes.  
 10 MS. HERRERA: Once again, the records  
 11 with respect to the Clark County School District  
 12 which Mr. Sorensen is alluding to have been produced  
 13 in response to the subpoena that was issued to the  
 14 Clark County School District subsequent to the one  
 15 issue to Dr. Jara. Those records have been  
 16 produced.  
 17 I'm not sure what records Mr. Sorensen  
 18 believes would be additionally entitled to under  
 19 that first subpoena to Dr. Jara. Nevertheless, any  
 20 type of business-related records that have been  
 21 requested in accordance to that duces tecum to the  
 22 Clark County School District that are available have  
 23 been produced.  
 24 MR. URBAN: Does that include the texts  
 25 that might be relevant on his personal cell phone

14

1 and/or device?  
 2 MS. HERRERA: Any text messages with  
 3 respect to business-related activity have been  
 4 produced in response, that are available have been  
 5 produced in response to duces tecum issued to the  
 6 Clark County School District.  
 7 MR. URBAN: And what do you mean by that  
 8 are available?  
 9 MS. HERRERA: The documents that are  
 10 responsive and available to the request.  
 11 MR. URBAN: So you are saying that  
 12 anything that was on his personal device that was  
 13 relevant to or related to Teamsters or this  
 14 particular proceeding have been produced?  
 15 MS. HERRERA: Correct.  
 16 MR. URBAN: Okay.  
 17 CHAIRWOMAN WILLIAMS: Are you agreeing  
 18 that that is the case or --  
 19 MR. SORENSEN: I disagree. Dr. Jara, and  
 20 I have a witness here that can attest to this, uses  
 21 his personal device to discuss matters of bargaining  
 22 of CCSD business with -- with various bargaining  
 23 units and entities.  
 24 You can see from Exhibit 4 that this  
 25 conversation picks up in the middle of the

15

1 conversation. Like he, Dr. Jara simply submits to  
 2 Fred Horvath a -- like a pay rate like, you know,  
 3 something in response to a pay rate with no request  
 4 by thread. That request came somewhere.  
 5 Now, I mean, I suppose it could be in a  
 6 phone record, but Dr. Jara is known to -- to text  
 7 frequently with people that he's in communication  
 8 with. He almost always starts off by saying can we  
 9 talk as opposed to just picking up the phone. We  
 10 can have witnesses attest to that from our executive  
 11 board. Mr. Vellardita here can attest to that. So  
 12 we do not believe that everything has been produced  
 13 that would be relevant to this proceeding.  
 14 CHAIRWOMAN WILLIAMS: Any other motions  
 15 or response?  
 16 MS. HERRERA: I guess just briefly.  
 17 Again, Mr. Sorensen kind of dodges the procedural  
 18 requirement within the subpoena to begin with.  
 19 So even if we were to ignore the  
 20 procedural requirement by Rule 45 which I think in  
 21 its face precludes the Board from enforcing the  
 22 subpoena to Dr. Jara. Notwithstanding subsequently,  
 23 I'm not sure what Mr. Sorensen is looking for with  
 24 respect to -- to documents or otherwise that he  
 25 believes may be in existence or that pertain or

16

1 maybe say a particular thing.  
 2 The documents have been produced  
 3 responsive to the duces tecum issued to the Clark  
 4 County School District.  
 5 CHAIRWOMAN WILLIAMS: Can we take a --  
 6 COMMISSIONER SNYDER: Well, I think that  
 7 we want to go into closed session.  
 8 CHAIRWOMAN WILLIAMS: I do.  
 9 COMMISSIONER SNYDER: Before we do that,  
 10 maybe are there any other motions, so the Board can  
 11 go into closed session one time instead of several  
 12 times?  
 13 MR. FLAHERTY: Frank Flaherty for the  
 14 record. I have what I think is an easy motion. NAC  
 15 288.335 requires the approval of the Board before  
 16 the parties can stipulate to facts. The parties  
 17 have presented a stipulation of facts to the Board  
 18 as Joint Exhibit 19, and I would just move that the  
 19 Board approve the parties doing so.  
 20 COMMISSIONER SNYDER: Do you want to take  
 21 a vote on that?  
 22 MR. URBAN: Have all parties stipulated  
 23 to those facts?  
 24 MR. FLAHERTY: All three parties, yes,  
 25 sir.

17

1 CHAIRWOMAN WILLIAMS: Okay. Do you want  
 2 to take a motion to vote? There's a motion on the  
 3 table to --  
 4 MR. URBAN: I'll make a motion --  
 5 CHAIRWOMAN WILLIAMS: Okay.  
 6 MR. URBAN: -- to approve proposed Joint  
 7 Exhibit 19 into evidence.  
 8 CHAIRWOMAN WILLIAMS: Okay. Second?  
 9 MS. MASTERS: All in favor  
 10 CHAIRWOMAN WILLIAMS: All in favor.  
 11 MR. URBAN: Aye.  
 12 CHAIRWOMAN WILLIAMS: Aye.  
 13 MR. URBAN: Any other matters, motions  
 14 that need to be considered by the Board before we  
 15 move forward?  
 16 MR. SORENSEN: Motion to sequester the  
 17 witnesses.  
 18 CHAIRWOMAN WILLIAMS: Okay. Yes, we can  
 19 go through all -- all right. You want to make that  
 20 motion?  
 21 COMMISSIONER SNYDER: Well, normally if  
 22 somebody wants the witnesses -- does anybody object  
 23 to sequestering the witnesses?  
 24 MS. HERRERA: No.  
 25 COMMISSIONER SNYDER: Okay. Then we will

18

1 do that.  
 2 MR. URBAN: Okay.  
 3 CHAIRWOMAN WILLIAMS: So there's a motion  
 4 to sequester witnesses. All in favor?  
 5 MR. URBAN: That's fine.  
 6 CHAIRWOMAN WILLIAMS: That's fine.  
 7 MS. MASTERS: I don't understand the  
 8 motion. What is --  
 9 HEARING MASTER WILLIAMS: They made a  
 10 motion to sequester the witnesses --  
 11 MS. MASTERS: Oh.  
 12 CHAIRWOMAN WILLIAMS: -- from the  
 13 proceedings. Okay. All right. So we will do that.  
 14 That will be granted.  
 15 MR. TAYLOR: Tamara, if I may.  
 16 CHAIRWOMAN WILLIAMS: Yes.  
 17 MR. TAYLOR: Are you anticipating that  
 18 the motion that was made by the parties was the  
 19 motion that the Board made or were you just doing  
 20 that sua sponte as chair?  
 21 HEARING MASTER WILLIAMS: As the chair.  
 22 As the chair.  
 23 MR. TAYLOR: Okay. That's fine  
 24 CHAIRWOMAN WILLIAMS: So sequester.  
 25 MR. FLAHERTY: Frank Flaherty for the

19

1 record. I presume that the parties will each be  
 2 entitled to retain one party representative for the  
 3 duration of the proceeding regardless of whether or  
 4 not they're gonna testify.  
 5 COMMISSIONER SNYDER: Yeah. That's been  
 6 our practice  
 7 CHAIRWOMAN WILLIAMS: Yes.  
 8 MR. FLAHERTY: Okay. And I will go ahead  
 9 and identify my party representative as Brian Lee,  
 10 who is on WebX. And so he will be testifying, but  
 11 he will nonetheless be with me throughout the day.  
 12 COMMISSIONER SYNDER: Okay.  
 13 MR. SORENSON: I identify John  
 14 Vellardita.  
 15 CHAIRWOMAN WILLIAMS: John. And do  
 16 you --  
 17 MS. HERRERA: I do not have a client  
 18 representative here presently, but I will identify  
 19 if and when they arrive.  
 20 CHAIRWOMAN WILLIAMS: Okay.  
 21 MR. URBAN: Can you identify them now  
 22 or --  
 23 MS. HERRERA: I'm not sure who will get  
 24 here first.  
 25 MR. URBAN: Okay.

20

1 COMMISSIONER SNYDER: If we're gonna go  
 2 into closed session, it may be easier if the three  
 3 of us go into my office.  
 4 MR. URBAN: Sure.  
 5 CHAIRWOMAN WILLIAMS: Okay.  
 6 COMMISSIONER SNYDER: And you can all sit  
 7 tight for awhile.  
 8 CHAIRWOMAN WILLIAMS: Let's go into  
 9 closed session for about five minutes.  
 10 MR. URBAN: Let's go 15 minutes.  
 11 CHAIRWOMAN WILLIAMS: Closed session for  
 12 15 minutes.  
 13 MR. TAYLOR: Do you need a motion?  
 14 COMMISSIONER SNYDER: No. We just go  
 15 into closed session.  
 16 (Whereupon, a break was had while the  
 17 Board went into closed session.)  
 18 COMMISSIONER SNYDER: Back on the record.  
 19 CHAIRWOMAN WILLIAMS: Back on the record.  
 20 We're back on the record. Okay.  
 21 MR. URBAN: So --  
 22 CHAIRWOMAN WILLIAMS: I wanted to make a  
 23 motion that we've come out of closed session.  
 24 MR. URBAN: Second.  
 25 CHAIRWOMAN WILLIAMS: Okay. Second. All

21

1 right.

2 MR. URBAN: All right. So the Board has

3 met in closed session and has decided that they will

4 uphold and enforce the subpoenas that have been

5 filed.

6 And based on the statement of counsel for

7 the Clark County School District that all documents

8 have been produced, we're going to allow during the

9 course of the hearing questions by counsel on the

10 issue of whether there might be or are additional

11 documents that need to be requested. And we will

12 hear that testimony both by the witness and/or the

13 parties.

14 And at that time if we need to, the Board

15 may make an additional ruling on whether further

16 compelling of records is required. And if that

17 happens, we would probably have to postpone this for

18 another day to review those records and move

19 forward, but at this point we want to move this

20 hearing forward. So that would be my motion to the

21 Board.

22 CHAIRWOMAN WILLIAMS: Second.

23 COMMISSIONER SNYDER: Would you like to

24 take a vote?

25 CHAIRWOMAN WILLIAMS: Okay. We'd like to

22

1 take a vote, Sandy. All in favor of that motion?

2 MR. URBAN: Aye.

3 CHAIRWOMAN WILLIAMS: Can she hear?

4 MS. MASTERS: Yes.

5 COMMISSIONER SNYDER: She said yes.

6 CHAIRWOMAN WILLIAMS: Okay. Yes. Okay.

7 I, too.

8 Okay. I think we went through all the

9 preliminary motion proceedings.

10 We can move forward with our opening

11 statements. So complainant, you can start.

12 MR. SORENSEN: Okay. Well, I guess we'll

13 start with our members of the Board, Mr. Sorensen

14 for the Clark County Education Association.

15 Start with why we're here. The answer's

16 pretty simple. We're here because the ESEA and the

17 Teamsters each for their own self-serving purposes

18 entered into a back room deal to split up the ESEA

19 bargaining unit.

20 You'll hear that this deal was not voted

21 on by the members of the ESEA bargaining unit.

22 You'll hear this agreement circumvented the

23 processes in place under NRS 288 for the creation of

24 a bargaining unit.

25 Here this agreement deprives CCSD support

23

1 staff of their statutory right to select their own

2 representative, denied the EMRB its statutory role

3 in determining whether the split of the bargaining

4 unit complied with standards found under the law,

5 and because CCSD did not notify other bargaining

6 units of the split and deprived the other bargaining

7 units, including CCA of their right to be consulted

8 before the formation of a new bargaining unit.

9 CCSD will claim that ESEA has the right

10 to choose its representatives and the CCSD had no

11 choice. The facts will not support this.

12 The facts will show that CCSD was

13 conflicted in the formation and administration of

14 this agreement and that CCSD treated the Teamsters

15 as what they were. The bargaining representative

16 for 40 percent of the support staff employees.

17 CCSD and ESEA will claim that CCEA knew

18 about this agreement, but what they will notably not

19 be able to show is that the agreement or its term

20 were ever sent to CCA, nor will they be able to show

21 that CCA was officially notified of the split of the

22 bargaining unit by any party.

23 At the conclusion of this hearing, we

24 believe that this Board will see what is obvious,

25 that the agreement is not a simple representation of

24

1 the agreement, that this agreement is in bifurcation

2 of one large bargaining unit into two smaller ones,

3 that this bifurcation was done without following the

4 statutory processes provided for under NRS 288.

5 And once that has been established, we

6 will ask this Board to find that CCSD failed in its

7 duty to consult with the other bargaining unit

8 representative before the formation of the new

9 bargaining unit. Thank you.

10 CHAIRWOMAN WILLIAMS: Thank you.

11 MS. HERRERA: Yes, thank you.

12 HEARING MASTER WILLIAMS: Respondent.

13 MS. HERRERA: Crystal Herrera for the

14 record. And good morning. This case is one based

15 on representations and assumptions that have

16 improperly spiraled their way to this Board.

17 Indeed, this case was filed under the

18 claimed belief that what is referred here today as

19 Teamsters Local 14 directly bargained with the Clark

20 County School District separate and apart from the

21 Education Support Employees Association known as

22 ESEA.

23 Now, ESEA, as you'll hear today, is the

24 recognized exclusive bargaining agent for support

25 professional employees within the District.

25

1 The assumption was made by CCA because of  
 2 a purported statement made by J.C. Daly who  
 3 affiliated with Teamsters before the Senate  
 4 Education Committee this last legislative session.  
 5 Now, we will hear that CCA did not  
 6 inquire as to CCSD what that statement meant,  
 7 whether the District was directly negotiating with  
 8 Teamsters or even if CCSD had recognized Teamsters  
 9 as an exclusive employee organization or bargaining  
 10 agent.  
 11 Instead, CCA abruptly filed a complaint  
 12 before this Board designated here today and alleged  
 13 that the Clark County School District had de facto  
 14 recognized Teamsters as a bargaining agent in  
 15 violation of CCA's right to be consulted under NRS  
 16 288.  
 17 However, you will hear evidence that the  
 18 reason that we are hearing this case is because of  
 19 the working relationship that had been agreed to  
 20 between ESEA and Teamsters. That agreement was  
 21 entered into October of 2019 and outlined the  
 22 working relationship with respect to non-license  
 23 support staff employees within CCSD following years  
 24 of legal disputes concerning the representation of  
 25 the bargaining unit.

26

1 You will hear that CCSD is not a party to  
 2 the agreement. And you will also hear that this was  
 3 an agreement that was entered into by ESEA and  
 4 Teamsters for purposes of servicing ESEA's  
 5 bargaining unit.  
 6 Now, this is important to note because  
 7 you will hear that under NRS 288, the District is  
 8 prohibited from interfering with the operations of a  
 9 union like CCA and like ESEA.  
 10 Notwithstanding all of this, the  
 11 agreement was known and was publicized in the local  
 12 media throughout and permitted Teamsters once again  
 13 to serve as the bargaining unit.  
 14 CCSD was apprised of this agreement. And  
 15 in light of that appraisal, CCSD disseminated a  
 16 communication to its staff reiterating that ESEA  
 17 remained the exclusive bargaining agent for CCSD  
 18 support professionals, and only ESEA and its  
 19 designated representatives could represent those  
 20 employees.  
 21 That communication recognized, however,  
 22 that under the District's understanding of NRS 288,  
 23 ESEA is permitted to hire an employee who it may  
 24 wish to assist them in servicing the units.  
 25 The evidence will show that the District

27

1 issued guidance documents in these communications to  
 2 its managerial staff on how to handle the agreement  
 3 and the District's stance on that agreement and the  
 4 parameters of what the District believes was and was  
 5 not permissible by ESEA and Teamsters.  
 6 Now, that has not changed to present  
 7 date. And you will hear that. ESEA remains the  
 8 only recognized bargaining agent for the unit and  
 9 Teamsters continues to assist ESEA as ESEA  
 10 designated representatives.  
 11 Now, the testimony today will show that  
 12 CCSD has continued to negotiate during its  
 13 negotiations with ESEA and the representatives of  
 14 its choosing.  
 15 What you will also hear today is the  
 16 requirement under NRS 288. In fact, we do not  
 17 believe CCA will take the position that CCSD can  
 18 decline to negotiate with a bargaining agent because  
 19 of the designated representative it chooses. And to  
 20 the extent it takes the position, we will proffer  
 21 that that would be a violation of NRS 288.  
 22 Through this action, CCA has now  
 23 seemingly taken issue with an agreement which we  
 24 believe they have known for some time. And the  
 25 reason for that is because in January 4th of 2021,

28

1 CC -- EA -- I'm sorry. CCA wrote a letter to CCSD's  
 2 office of the general counsel stating that it  
 3 opposed a trustee's position on the Board of  
 4 Trustees of the Clark County School District due to  
 5 her affiliation with the Nevada State Education  
 6 Association and ESEA. That letter was specifically  
 7 sent by counsel from CCA to counsel for the Clark  
 8 County School District.  
 9 And you will see that it specifically  
 10 wrote, Furthermore, ESEA, NEA, and NEA-SN have  
 11 reached an agreement with the Teamsters Local 14 to  
 12 split the support staff bargaining unit. CCSD  
 13 understood the agreement, the contents of the  
 14 agreement well before April of 2023 when this  
 15 complaint was filed before the Board and at least as  
 16 early as January of '21.  
 17 Therefore, it will be the District's  
 18 position that the complaint before the Board is  
 19 untimely as it was filed outside of the six month  
 20 statute of limitations provided under NRS 288.  
 21 CCSD furthermore lacks standing in this  
 22 matter because the District has not made any type of  
 23 determination of the bargaining unit that would then  
 24 implicate a duty to consult with CCA or any other  
 25 recognized bargaining units of the Clark County

29

1 School District.

2 Notably, CCA has not alleged in its

3 complaint, we do not believe will maintain today,

4 that any of its claims -- or I'm sorry. That it or

5 any of its members have been aggrieved by any de

6 facto bargaining unit determination except that to

7 opine perhaps that because the District has finite

8 resources, somehow negotiations with CCEA will be

9 impacted on some unspecified way.

10 To be clear, you will hear evidence today

11 that CCSD continues to negotiate with ESEA and its

12 designated representatives according to NRS 288.160.

13 CCSD has not violated either NRS 288.160 or NRS

14 288.170, and the Employee Management Relations Board

15 should find in the District's favor in this matter.

16 Thank you.

17 MR. FLAHERTY: Hi, good morning. Frank

18 Flaherty for the record on behalf of ESEA.

19 ESEA will also present evidence that this

20 complaint by CCEA is untimely. NRS 288.110(4)

21 requires that a complainant file the complaint

22 within six months of the incident that give rise to

23 the alleged violation of Chapter 288. Doing a

24 little bit of simple math, that brings us back to

25 October of 2022.

30

1 ESEA will present evidence that CCEA was

2 aware of the ESEA, Local 14 agreement shortly after

3 it was executed in late 2019. And it will present

4 further evidence that CCEA was aware of -- of Local

5 14's involvement in the negotiations and the

6 assistance it was providing to ESEA and its

7 negotiations with the Clark County School District.

8 ESEA, like the District, will also

9 present evidence regarding standing. Assuming for

10 the sake of argument that there had been a

11 bifurcation of the bargaining unit for the unit

12 determination by the Clark County School District,

13 CCEA does not represent any support staff employees

14 of the Clark County School District, nor is there

15 any community of interest between the employees

16 represented by CCEA and those represented by ESEA

17 with the assistance of Local 14.

18 You're gonna hear evidence about how ESEA

19 goes about representing the members of the

20 bargaining unit. How it does that now and how it

21 does that historically. And you'll see that ESEA

22 has always had relationships with other unions,

23 including the Nevada State Education Association and

24 the National Education Association, and that Local

25 14 is just another union that ESEA has a

31

1 relationship with. A relationship that it utilizes

2 to facilitate the representation of the employees in

3 the bargaining unit.

4 The evidence will demonstrate that the

5 bargaining unit has not been split, okay. The

6 evidence will show that after 20 years of fighting

7 over members, ESEA, Local 14 decided to unite and

8 fight for, for members, for support staff in the

9 Clark County School District.

10 You'll hear testimony about the

11 understanding, the realization that union funds and

12 union resources could be better directed towards

13 advocating on behalf of support staff employees of

14 the Clark County School District. And in the case

15 of Local 14, other local government employees around

16 the valley.

17 The evidence will show that ESEA has

18 decided to designate certain personnel from Local 14

19 as ESEA representatives as it has historically with

20 employees from the Nevada State Education

21 Association and employees of the National Education

22 Association.

23 ESEA will also -- excuse me. The

24 evidence will also show that ESEA made the wise

25 decision to utilize the expertise and assistance of

32

1 Local 14 in its negotiations with the Clark County

2 School District.

3 Now, it should come as no surprise or no

4 shock to anybody that Local 14 expected to be

5 compensated for this. And we'll present evidence to

6 you that shows how that compensation is arranged.

7 The evidence will show that it's arranged

8 simply by requiring someone who seeks union

9 membership and union representation within certain

10 job families within the support staff unit to become

11 members of Local 14 and pay their dues to Local 14.

12 And that in fact is how ESEA compensates Local 14

13 for the assistance it provides in representation of

14 the bargaining unit.

15 Despite all of that, the evidence will

16 show that ESEA remains the exclusive bargaining

17 agent for a single bargaining unit. There has been

18 no unit split.

19 You'll see that there's no evidence that

20 ESEA has ever notified the Clark County School

21 District that it was disclaiming its interest in the

22 representation of any members of the support staff

23 bargaining unit for Clark County School District.

24 You'll also see that Local 14 never

25 presented the documents required by NRS 288.160(1).

33

1 Never presented the documents required by that  
 2 section to the Clark County School District to  
 3 obtain recognition of any portion of the support  
 4 staff employees with the Clark County School  
 5 District. Those documents are a copy of the Local  
 6 14 constitution and bylaws, a list of its officers  
 7 and representatives in a pledge not to strike under  
 8 any circumstances.

9 Fred Horvath will testify that Local 14  
 10 never presented those documents to the Clark County  
 11 School District upon execution of the ESEA, Local 14  
 12 agreement or at anytime thereafter.

13 The evidence will simply show that CCSD  
 14 has never recognized Local 14 as a bargaining agent  
 15 or any portion of the support staff employees with  
 16 the Clark County School District or any Clark County  
 17 School District employees, period. Thank you.

18 CHAIRWOMAN WILLIAMS: Okay. Before we  
 19 get to the next phase, should we sequester the  
 20 witnesses?

21 MR. URBAN: Yes. Whoever you designated  
 22 the representative now that I've seen a few more  
 23 people come in.

24 COMMISSIONER SNYDER: So the witnesses  
 25 that have to -- only if you're gonna be on the -- if

34

1 you're on the list to testify, then you need to  
 2 leave. You can either sit outside. There's some  
 3 chairs out in the -- out by the -- outside the door  
 4 here or you can go into our office. We have a  
 5 couple conference rooms that you can sit around the  
 6 table and talk and we have coffee in our office and  
 7 you can do that kind of stuff.

8 So if you need to know where our office  
 9 is, Isabel, you might want to show them or you can  
 10 just sit outside the doors in the chairs out here.

11 Nobody else is testifying? Okay. If  
 12 he's gonna sit right there, then we need to close  
 13 the door or else we're defeating the purpose.

14 MS. HERRERA: Is there any chance that it  
 15 can be cold a little bit? It's warm.

16 COMMISSIONER SNYDER: Isabel, if you can  
 17 talk to Marisu about putting in a request. It's  
 18 probably gonna be impossible to be honest with you.

19 MS. ISABEL: For the --

20 COMMISSIONER SNYDER: About getting some  
 21 air in here.

22 MS. ISABEL: Oh, the air conditioning.  
 23 Okay.

24 MS. ABELLAR: I've put in the request

25 CHAIRWOMAN WILLIAMS: Okay. Then we're

35

1 gonna move into the next phase of this hearing. The  
 2 complainant can call your first witness.

3 MR. SORENSEN: Can I have five minutes  
 4 before?

5 CHAIRWOMAN WILLIAMS: Absolutely.

6 MR. SORENSEN: Thank you.

7 COMMISSIONER SNYDER: Five minute break.

8 CHAIRWOMAN WILLIAMS: Five minute break.

9 Off the record.

10 (Whereupon, a break was had.)

11 CHAIRWOMAN WILLIAMS: Okay. Complainant,  
 12 you can call your first witness.

13 MR. SORENSEN: Thank you. We call the  
 14 adverse witness Brian Lee of ESEA. Is he available?

15 MR. FLAHERTY: He should be on the WebX.  
 16 Brian, if you could sound off, please.

17 MR. LEE: Yes, I'm here. Hold on.

18 CHAIRWOMAN WILLIAMS: Mr. Snyder, who's  
 19 gonna swear the witness in?

20 MR. SNYDER: She will.

21 CHAIRWOMAN WILLIAMS: Okay.

22 Thereupon--

23 BRIAN LEE,  
 24 was duly sworn to tell the truth, the whole truth,  
 25 and nothing but the truth, and testified as follows:

36

1 DIRECT EXAMINATION

2 BY MR. SORENSEN:

3 Q. Mr. Lee, can you please state your name  
 4 and your current title for the record.

5 A. Brian Lee. I'm the executive director of  
 6 the Nevada State Education Association and I also am  
 7 the executive director of the Educational Support  
 8 Employees Association.

9 Q. Thank you. How long have you been in  
 10 your current position?

11 A. As the executive director of Nevada State  
 12 Education Association, approximately eight years.  
 13 As the executive director of ESEA, I have an --  
 14 intermittently for eight years, but total in this  
 15 position probably about four years.

16 Q. And what was your position in 2018 to  
 17 2019?

18 A. Same as it is now.

19 Q. Okay. And ESEA is currently the  
 20 recognized bargaining agent for support  
 21 professionals within CCSD; is that correct?

22 A. Yes. ESEA is the exclusive bargaining  
 23 representative for support staff employees in CCSD.

24 Q. Do you have a copy of the exhibits?

25 A. I do in my phone, but I don't have a copy



37

1 in front of me.

2 Q. Okay. Would you be able to flip I guess

3 to Exhibit 5?

4 A. Give me one second. I have to pull it

5 up. My computer's currently being used obviously.

6 MR. FLAHERTY: Frank Flaherty for the

7 record. If I could just interject and apologize to

8 the Board. The original plan was for Mr. Lee to be

9 in here in person, but circumstances unforeseen

10 intervened. So I apologize for him not having a

11 hard copy in front of him.

12 COMMISSIONER SNYDER: If necessary we can

13 have Marisu put the exhibit on the screen.

14 BY MR. SORENSEN:

15 Q. Okay.

16 A. I believe Exhibit 5 is the -- oh, sorry.

17 Go ahead.

18 MS. ABELLAR: Sorry. Which exhibit did

19 you want?

20 MR. SORENSEN: It's Exhibit 5. It's the

21 agreement between general sales drivers and the

22 Education Support Employees Association.

23 MS. ABELLAR: Okay. One moment.

24 MR. SORENSEN: And we'll be looking at

25 the second page of that.

38

1 THE WITNESS: I do have a copy in front

2 of myself as well.

3 BY MR. SORENSEN:

4 Q. Okay, you do. All right. Are you

5 familiar with this agreement?

6 A. Yes.

7 Q. Yes. This was entered into between ESEA

8 and what is known as Teamsters 14, correct?

9 A. Correct.

10 Q. Prior to this agreement --

11 MS. ABELLAR: I emailed the documents to

12 you to your personal email. Hopefully you'll get

13 like all the exhibits because it's like 19.

14 COMMISSIONER SNYDER: Go ahead. Sorry.

15 BY MR. SORENSEN:

16 Q. So prior to this agreement, Teamsters

17 14 --

18 MS. ABELLAR: If not, then I'll --

19 COMMISSIONER SNYDER: Marisu --

20 MS. ABELLAR: I can go email them to you.

21 COMMISSIONER SNYDER: Marisu, please. Go

22 ahead, Steve.

23 BY MR. SORENSEN:

24 Q. Okay. So prior to this agreement,

25 Teamsters 14 and ESEA were rival organizations; is

39

1 that correct?

2 A. There were two separate unions. There

3 was a representation election that had been going on

4 for about 20 years. So I don't know what you mean

5 by rival, but there was a representation contest

6 between the two organizations.

7 Q. So you're not familiar with the rival

8 organizations term as used in labor law in Nevada to

9 be sure?

10 MR. FLAHERTY: Objection; vague.

11 THE WITNESS: Not as it is known in

12 Nevada. I'm aware of it under federal law and

13 California law.

14 COMMISSIONER SNYDER: Mr. Lee, there's an

15 objection raised. We need to stop.

16 MR. SORENSEN: I can withdraw. That's

17 fine.

18 BY MR. SORENSEN:

19 Q. Okay. So this -- this agreement put an

20 end to this representational battle between the two

21 organizations; is that correct?

22 A. Yes.

23 Q. Was this agreement voted on by the ESEA

24 membership?

25 A. No. It wasn't voted on by their

40

1 representatives, the ESEA Board.

2 Q. But not the membership itself, correct?

3 A. The representatives of the membership are

4 not the membership itself.

5 Q. Thank you. Can you please turn to

6 Section 3 of the agreement or paragraph 3.

7 Can you read the first sentences of

8 Section 3?

9 A. It says, Local -- it says, Local 14 may

10 enroll as members bargaining unit employees from

11 Unit 2 and will inform ESEA of the amount of union

12 dues must -- amount of union dues must be collected

13 from such employees. Upon receipt of union dues

14 from Local 14 members who are employees in Unit 2,

15 ESEA will remit dues collected from such members to

16 Local 14.

17 I believe you said two sentences.

18 Q. Yes, thank you. I appreciate that. Can

19 you turn to the exhibit that's attached to the

20 agreement, Exhibit A?

21 A. Yes.

22 Q. Is this an accurate reflection of Units 1

23 and Units 2 as referenced in the agreement as

24 referenced in that paragraph?

25 A. Yes. These classifications of members

41

1 are actually internal classification used by ESEA  
2 and NSEA.  
3 Q. Okay. So am I correct that this  
4 agreement is stating that Teamsters 14 can enroll  
5 members of ESEA's bargaining unit that are listed  
6 under Unit 2?  
7 A. Yes.  
8 Q. Can you please turn to Section 9 of the  
9 agreement.  
10 A. I have it in front of me. Okay.  
11 Q. Can you read the first two sentences of  
12 this section?  
13 A. Each party commits to and promises to the  
14 other party that it will not raid or solicit, cause  
15 or assist another union, employee organization, or  
16 any other person or entity in a raid of the other  
17 party's respective sub-unit, nor will either party  
18 seek to benefit from any action taken by a non-party  
19 to this agreement. The parties have executed a  
20 no-raid agreement.  
21 Q. Thank you. So is it an accurate  
22 interpretation of this section that a member of  
23 ESEA's bargaining unit from Unit 2 cannot be  
24 enrolled as a member of ESEA?  
25 A. That is not correct. This agreement that

42

1 does allow for certain people who were members prior  
2 to the execution of this agreement to remain members  
3 of ESEA.  
4 Q. Can a member who joined after the  
5 execution of the -- who -- can an employee who  
6 became an employee of CCSD after the execution of  
7 this agreement who is in Unit 2 be enrolled as a  
8 member of ESEA?  
9 A. No.  
10 Q. Thank you. And in fact, can you turn to  
11 Exhibit 6.  
12 Are you familiar with this document?  
13 A. Assuming that Exhibit 6 is the document  
14 that starts with "I am hearing that Education  
15 Support Employees Association," yes, that's the  
16 document. Then yes, I am familiar with this  
17 document.  
18 Q. And this document is an FAQ about the  
19 agreement that we were just looking at; is that  
20 correct?  
21 A. Yes.  
22 Q. Thank you. And just -- so can you please  
23 read the third question and answer on page two of  
24 this as they aren't numbered unfortunately. I am in  
25 Unit 2, can I join ESEA?

43

1 A. I am in Unit 2, can I join ESEA. No.  
2 Effective immediately, the no-raid agreement between  
3 ESEA and Teamsters Local 14 does not permit any  
4 employees in Unit 2 to sign up for ESEA.  
5 Q. Okay. So just to understand this process  
6 a little bit better and so the Board can understand  
7 it, after a member joins the Teamsters, then the  
8 Teamsters would then what? Inform ESEA that a  
9 person has joined and what dues that they owe; is  
10 that correct?  
11 A. Yes.  
12 Q. Okay. And ESEA then tells CCSD how much  
13 to deduct the dues for the employee; is that  
14 correct?  
15 A. I don't know if we tell them, but I  
16 believe that we have a system. I've never actually  
17 done it. ESEA has a system where they enter the  
18 information directly into the payroll system and the  
19 dues are deducted from ESEA.  
20 Q. Okay.  
21 A. The result is one line item that allows  
22 the union dues to be -- union dues are deducted for  
23 ESEA are remitted to ESEA, then ESEA transmits its  
24 obligations to various parties, including Teamsters  
25 Local 14.

44

1 Q. Okay. But the dues specifically for Unit  
2 2 people who are not -- who started after this  
3 agreement was executed, they're not ESEA members.  
4 You're receiving dues for people who are not ESEA  
5 members; is that correct?  
6 A. They're within the ESEA bargaining unit,  
7 but they are not members of the ESEA unit.  
8 Q. And then ESEA transmits one hundred  
9 percent of the dues for Unit 2 to the Teamsters; is  
10 that correct?  
11 A. No. I believe that there's a small fee,  
12 but other than that, you are correct.  
13 Q. So other than the \$1 initial setup fee,  
14 then it would be --  
15 A. I believe so, yes.  
16 Q. -- correct? And this as opposed to a  
17 Unit 1 employee who would just go to ESEA and join  
18 ESEA, correct? That they wouldn't have to go to the  
19 Teamsters, you know --  
20 A. Well --  
21 Q. -- there would be no re --  
22 A. -- Unit 1 employees go directly to ESEA,  
23 they pay their dues, and then their dues are split  
24 among three different -- (indiscernible.)  
25 (Court reporter clarification.)

45

1 THE WITNESS: Unions.  
2 BY MR. SORENSEN:  
3 Q. And those unions that you're referring to  
4 are ESEA, NSEA, and who else?  
5 A. National Education Association, the  
6 National -- the Nevada State Education Association,  
7 and ESEA.  
8 Q. And do you have affiliation agreements  
9 with those organizations?  
10 A. Yes.  
11 Q. So are they your parent organization?  
12 Would that be the structure?  
13 A. The Nevada State Education Association is  
14 a parent organization to ESEA that represents them  
15 at the state level. National Education Association  
16 represents them at their level.  
17 Our dues structure is such that it is not  
18 done by a per cap. It is done actually by three  
19 separate organizations charging dues that are being  
20 remitted to various organizations.  
21 Q. Okay. Prior to this agreement, any  
22 member of the support staff bargaining unit could  
23 join ESEA, correct?  
24 A. Correct.  
25 Q. Can a Unit 2 member who's only a member

46

1 of the Teamsters hold office with ESEA?  
2 A. Unit 2 member that is only a member of  
3 the Teamsters hold office in the union of ESEA?  
4 Q. Yes.  
5 A. The answer would be no.  
6 Q. Would you say that membership dues are  
7 ESEA's primary source of income?  
8 A. Yeah.  
9 Q. Could you tell me around how much money  
10 from dues that ESEA collected in the 2022-2023  
11 school year?  
12 A. I believe it was around \$700,000.  
13 Q. Is this before the other unions are paid  
14 or is this -- or is that after?  
15 A. Oh, this is after. Because ESEA receives  
16 that -- I believe you were asking for ESEA dues. So  
17 ESEA received -- (indiscernible.)  
18 (Court reporter clarification.)  
19 THE WITNESS: Approximately \$700,000.  
20 BY MR. SORENSEN:  
21 Q. And that was net, but you actually  
22 receive all of the money first from CCSD and then  
23 distribute, but after the distributions, you had  
24 700,000; is that you're saying?  
25 A. Yes. Because the money doesn't belong to

47

1 ESEA. It's collected on behalf of other unions.  
2 Q. Okay. How much was paid to the  
3 Teamsters?  
4 A. I don't have -- honestly don't know.  
5 Q. How about the '21-'22 school year? Was  
6 it around the same amount? That you collected.  
7 That ESEA collected.  
8 A. Okay, thank you.  
9 Q. No problem.  
10 A. I was trying to figure out what the  
11 question --  
12 Q. Yeah, no problem.  
13 A. -- you were referring to.  
14 About what we collected for the '21-'22  
15 school year?  
16 Q. Yes.  
17 A. Is what you said?  
18 Q. Yes.  
19 A. It was slightly less because we had less  
20 members.  
21 Q. Okay. And but no -- still no idea how  
22 much you remitted to the Teamsters that year?  
23 A. No.  
24 Q. And you do not have numbers on how much  
25 you collect in total from CCSD prior to the

48

1 distribution of the dues' dollars to NSEA, NEA, and  
2 the Teamsters?  
3 A. No. Not with any specificity. I think  
4 it would be a guess.  
5 Q. Okay. And how about the 2020-'21 school  
6 year? Did you collect around the same almost, a  
7 little bit less from --  
8 A. A little bit less.  
9 Q. A little bit less. Okay.  
10 A. It would have been a little bit less  
11 because they had less members. Because we had less  
12 members.  
13 Q. So around how many -- what percentage of  
14 Unit 1 are members of ESEA?  
15 MR. FLAHERTY: Objection; vague. And I'm  
16 not sure if you --  
17 BY MR. SORENSEN:  
18 Q. How many members do you have in ESEA  
19 right now approximately?  
20 A. In ESEA across both units, we have  
21 approximately -- I believe we have two different --  
22 we have a -- we have individual membership system.  
23 I believe that the number in there is about 2700.  
24 Q. And that's Unit 1 and Unit 2?  
25 A. Yes. Because we have Unit 1 and Unit 2

49

1 members in ESEA.  
2 Q. Do these count, the Teamsters, the ones  
3 who are exclusively Teamsters members, are they  
4 counted in this 2700?  
5 A. No.  
6 Q. No. And how many people total are in  
7 your bargaining unit?  
8 A. Last I checked, it was about 1200,  
9 12,500, but I believe it has shrunk a little bit. A  
10 lot of those are also unfunded vacant positions.  
11 Q. All right. Can we turn to Exhibit --  
12 let's see here. Exhibit 12, please.  
13 Do you recognize this flyer?  
14 A. Is it a flyer?  
15 Q. Yes.  
16 A. Yes, I see. What was the question?  
17 Q. Do you recognize this flyer?  
18 A. Yes, I do.  
19 Q. And this was an ESEA meeting for Unit 1  
20 members only; is that correct?  
21 A. Yes.  
22 Q. Does ESEA have similar meetings for Unit  
23 2?  
24 A. Yes. As a matter of fact, we do. We  
25 have members in Unit 2 and we have member meetings

50

1 for them.  
2 Q. How many ESEA members are currently in  
3 Unit 2?  
4 A. About a hundred and twenty the last I  
5 checked.  
6 Q. A hundred and twenty. Prior to the  
7 agreement, would you have had separate rallies based  
8 on this unit distinction of Unit 1, Unit 2?  
9 A. Separate -- excuse me. Separate what?  
10 Q. Like meetings. Like would you have met  
11 separately with Unit 1 and Unit 2 prior to the  
12 formation of this agreement?  
13 A. We had -- we have and still have nine job  
14 families. Since the units are broken up by job  
15 family, which is an internal system that we use  
16 within our own union, we would have had meetings  
17 that have the job families that are currently Unit 2  
18 and only those people.  
19 So the answer to your question I guess is  
20 yes, but with the caveat that we wouldn't have  
21 called it Union 2. We would have called it police  
22 services or transportation or any of those other job  
23 families.  
24 Q. Thank you. So can you refer back to the  
25 FAQ which was Exhibit 6, please.

51

1 A. Yes. Just give me one second. My phone  
2 has --  
3 Q. Just let me know when you've got it up.  
4 Looking up --  
5 A. I have it back up.  
6 Q. Back up. Okay. Question four on page  
7 two, please.  
8 A. Question four on page two. I am already  
9 a member of Unit -- ESEA in Unit 2, would happens to  
10 my membership. Is that the question?  
11 Q. Yes. Can you please -- can you read that  
12 first paragraph?  
13 A. Yes. If you are a member of ESEA in Unit  
14 2, you are entitled to remain a member of ESEA. If  
15 you wish to remain a member of ESEA, you do not have  
16 to take any affirmative action. The membership will  
17 remain in place. You will remain a member of ESEA,  
18 you will continue to receive all benefits of  
19 memberships such as NEA member benefits, voting  
20 rights, and the right to hold NEA, NSEA, and ESEA  
21 office, but ESEA will not provide you with  
22 representation in disciplinary matters and  
23 grievances.  
24 Q. So no Unit 2 members are provided  
25 representation by ESEA any longer after the

52

1 execution of this agreement; is that correct? In  
2 disciplinary --  
3 A. That's correct. We -- we have a  
4 grievance though are authorized agents while we're  
5 working.  
6 Q. Other than members of Unit 2, are there  
7 other members of ESEA bargaining unit that -- or  
8 other members of ESEA -- yeah, ESEA bargaining unit  
9 who ESEA will not represent in disciplinary --  
10 A. What do you mean will not represent?  
11 Q. Will not represent --  
12 A. So ESEA doesn't --  
13 Q. -- disciplinary?  
14 A. So ESEA doesn't have employees of its  
15 own. It's other employees. So ESEA staff on the  
16 staff side, the ESEA does not have staff of its own.  
17 It says that NEA, NSEA staff and it's parties do  
18 representation on disciplinary issues as the  
19 representative agent. We do have some stewards who  
20 do representation. So yes, they would do  
21 disciplinary matters and grievances. But the way  
22 the question is worded, it's confusing to me.  
23 Q. I apologize.  
24 A. The way it's structured.  
25 Q. Let me try to rephrase. So those people

53

1 who you just mentioned who go out to represent ESEA  
 2 members, would any of those people represent members  
 3 of Unit 2 in a disciplinary proceeding?  
 4 And you mentioned the NSEA, NEA, and the  
 5 steward of ESEA.  
 6 A. And there are attorneys and the NEA and  
 7 NSEA staff.  
 8 No. After this agreement, the other  
 9 authorized agents of ESEA will do representation.  
 10 Q. Do you know approximately how many or  
 11 what percentage of the bargaining -- of the  
 12 bargaining unit is in Unit 2?  
 13 A. I do know approximately at the time of  
 14 the split administratively within our organization  
 15 those job families constituted about a third, maybe  
 16 a little less than a third. It's about 30-ish  
 17 percent at the time. I don't keep up-to-date on the  
 18 growth -- or the growth or decline of the various  
 19 job families. So I don't know it specifically, but  
 20 I would at the time of the split and I would believe  
 21 today based upon my best belief, about a third.  
 22 Q. About a third. Okay. So you had  
 23 mentioned that ESEA currently has 2700 members  
 24 around and there's approximately 12,500 in the  
 25 bargaining unit, correct? That was what you

54

1 represented?  
 2 A. That was the last time I checked. I  
 3 haven't checked recently.  
 4 Q. Just doing some quick math, that's about  
 5 20 -- you have about 20 percent representation of  
 6 your bargaining unit.  
 7 Does that sound accurate? 21 percent.  
 8 Just north of 21 percent?  
 9 A. ESEA itself of the total bargaining unit,  
 10 that seems to be about correct. Oh, we -- we --  
 11 it's about a quarter-ish of the total bargaining  
 12 unit.  
 13 Q. Of the total bargaining unit. Right. Is  
 14 ESEA at 50 percent of the Unit 1 as far as  
 15 membership?  
 16 A. No.  
 17 Q. So is there a termination clause in the  
 18 agreement between ESEA and the Teamsters?  
 19 A. Termination clause?  
 20 Q. Is there a way for ESEA to exit this  
 21 agreement?  
 22 A. Not unilaterally. There is an agreement  
 23 that in the event that both sides get to 50 percent,  
 24 but certain portions of the agreement would  
 25 continue. For instance, no-rate provision I believe

55

1 what would be used, but there is a -- if each side  
 2 gets to 50 percent, they can jointly make a request  
 3 to the Clark County School District at that time to  
 4 bifurcate the unit. It's not required and there are  
 5 provisions I believe like no raid will continue for  
 6 a period of time.  
 7 Q. Doing some quick math again, if your  
 8 representations are correct that Unit 2 is about a  
 9 third and Unit 1 would be two-thirds, then you have  
 10 about 33 percent membership in Unit 1.  
 11 Does that sound correct to you?  
 12 A. It's a -- I would think it's a little  
 13 higher, but that's in the vicinity.  
 14 Q. And you said that it's been going up?  
 15 A. Yes.  
 16 Q. Who drafted the agreement between the  
 17 Teamsters and ESEA?  
 18 A. It was jointly drafted at a meeting that  
 19 we held in Washington, D.C.  
 20 Q. Was CCSD consulted at all in the drafting  
 21 of this agreement?  
 22 A. No.  
 23 Q. When did ESEA make CCSD aware of this  
 24 agreement?  
 25 A. After it was negotiated. It was

56

1 negotiated in April or October 19th. So after that,  
 2 I don't recall the exact date.  
 3 Q. This agreement was entered into fairly  
 4 soon after CCA disaffiliated from NEA; isn't that  
 5 correct?  
 6 A. I don't know if it was fairly -- I  
 7 wouldn't put a time period on it, but it was not --  
 8 it was within a year I believe.  
 9 Q. Was this agreement entered into in part  
 10 because NEA was concerned that CCA might try to raid  
 11 support staff?  
 12 MR. FLAHERTY: Objection; that calls for  
 13 speculation.  
 14 THE WITNESS: No. Sorry.  
 15 CHAIRWOMAN WILLIAMS: Do you have a  
 16 response?  
 17 MR. SORENSEN: He was the executive  
 18 director of the -- of that -- of ESEA and NEA. He  
 19 would -- he would know this. He would know the  
 20 motivations behind this.  
 21 MR. FLAHERTY: I think he inadvertently  
 22 misstated. Mr. Lee was not the executive director  
 23 of NEA. He was the executive director of NSEA. And  
 24 the reason I objected is he is not the executive  
 25 director of NEA, he's not privy to the mind of NEA.

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1 MR. SORENSEN: But he was the executive  
 2 director of ESEA at the time and ESEA is the party  
 3 to this agreement.  
 4 CHAIRWOMAN WILLIAMS: I would like to  
 5 sustain at this point.  
 6 MR. SORENSEN: Okay. I can move on.  
 7 That's all my questions. Thank you.  
 8 CHAIRWOMAN WILLIAMS: Cross-examination?  
 9 THE WITNESS: Yep, I don't wish to  
 10 interject, but it's hard for me to hear the  
 11 objections. So if the attorneys wouldn't mind being  
 12 a little loud so I won't inadvertently answer the  
 13 question.  
 14 MR. FLAHERTY: All right. So if we're  
 15 screaming, you know why.  
 16 COMMISSIONER SNYDER: And I would advise  
 17 everyone who speaks to, don't forget we have people  
 18 online who are listening to this. It's not just the  
 19 two people up front that are hearing. So please try  
 20 to project as best you can.  
 21 MS. HERRERA: So if I'm not mistaken, I  
 22 will go first.  
 23 CHAIRWOMAN WILLIAMS: Yes.  
 24 MS. HERRERA: Thank you.  
 25 ///

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1 CROSS-EXAMINATION  
 2 BY MS. HERRERA:  
 3 Q. Good morning, Mr. Lee. Turning your  
 4 attention to --  
 5 A. Good morning.  
 6 Q. -- Exhibit 5. And please let me know  
 7 when you're there.  
 8 A. Yes, I have it.  
 9 Q. Thank you.  
 10 A. And again, is this the agreement between  
 11 the Teamsters and ESEA, correct?  
 12 Q. Correct, yes. Turning your attention to  
 13 page one all the way at the bottom, paragraph one,  
 14 this provision within this agreement provides that  
 15 ESEA is administratively bifurcating the bargaining  
 16 unit into two subunits, correct?  
 17 A. Yes.  
 18 Q. All right. And to be clear, CCSD did not  
 19 agree to the provision within this agreement to  
 20 allow or to permit ESEA to administratively take  
 21 this action, correct?  
 22 A. Absolutely not.  
 23 Q. Okay. ESEA did this of its own accord,  
 24 correct?  
 25 A. Yes.

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1 Q. All right. If you could then turn to  
 2 page two, paragraph two all the way at the top, the  
 3 first sentence in that paragraph reads, ESEA will  
 4 notify CCSD that Local 14 will be assisting ESEA in  
 5 the representation and servicing of the bargaining  
 6 unit.  
 7 Did I read that correctly?  
 8 A. That is correct.  
 9 Q. And if I heard you here today, ESEA only  
 10 notified CCSD of this assistance and agreement after  
 11 the agreement was reached with Local 14, correct?  
 12 A. Yes.  
 13 Q. And finally, if you could turn to page 4  
 14 within this same exhibit, specifically paragraph 12,  
 15 this paragraph reads, When each party has reached a  
 16 membership level of at least 50 percent plus one of  
 17 their respective subunits or at such other time as  
 18 mutually agreed upon the parties, ESEA will engage  
 19 CCSD in a discussion to bifurcate the bargaining  
 20 unit in the matter set forth in Exhibit A.  
 21 Did I read that correctly?  
 22 A. Yes.  
 23 Q. And if I understood the answers to your  
 24 questions by Mr. Sorensen, neither ESEA or Teamsters  
 25 has reached out to CCSD to engage in this discussion

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1 because they haven't reached those levels, correct?  
 2 A. We have not reached those levels, no.  
 3 Q. Okay. So to be clear, in accordance with  
 4 this agreement, there has been no discussion by ESEA  
 5 or to your knowledge by Local 14 to bifurcate the  
 6 union and get the District's blessing in this  
 7 respect, right?  
 8 A. That is correct.  
 9 Q. Okay. If you could turn to Exhibit 6.  
 10 Are you there, Mr. Lee?  
 11 A. I have it in front of me. It's the FAQ?  
 12 Q. Correct. You were asked some questions  
 13 regarding this document and I just want to make one  
 14 thing clear. Is this a document that was put  
 15 together by ESEA and Local 14?  
 16 A. I believe it was ESEA primarily and then  
 17 we sought some comment from Teamsters, but the  
 18 majority of the writing is done by ESEA.  
 19 Q. Okay. This is not a document put  
 20 together by the Clark County School District, is it?  
 21 A. No. I believe I wrote most of it.  
 22 Q. All right. And if you could please turn  
 23 to Exhibit 12. Please let me know when you're  
 24 there.  
 25 A. Yes. This is the flyer that was

61

1 previously mentioned.

2 Q. Yes. My question to you is this is an

3 ESEA generated document, correct?

4 A. Yes.

5 Q. This is not a document put together by

6 the Clark County School District, is it?

7 A. No.

8 Q. Okay. And Mr. Lee, to the extent that

9 the Clark County School District was to dictate or

10 tell ESEA how to service the employees within its

11 bargaining unit, would you take issue with that?

12 A. Yes. We would be at this meeting, we

13 would have the EMRB hearing on a separate issue

14 which would be interference.

15 Q. And to the extent that the Clark County

16 School District was to take issue or dictate to ESEA

17 what designated representatives it was allowed to

18 use or permitted to use to service the employees

19 within the bargaining unit, would you take issue

20 with that?

21 A. Yes.

22 Q. And to the extent that the Clark County

23 School District was to tell ESEA how to manage its

24 operations, would you take issue with that?

25 A. Yes.

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1 Q. And to the extent that the Clark County

2 School District was to tell or dictate to ESEA how

3 to conduct its operations, would you take issue with

4 that?

5 A. Yes, vigorously.

6 MS. HERRERA: I have no further

7 questions.

8 CHAIRWOMAN WILLIAMS: Okay.

9 MR. FLAHERTY: I have no questions for

10 Mr. Lee at this time.

11 CHAIRWOMAN WILLIAMS: Okay. All right.

12 Board?

13 MR. URBAN: Any redirect.

14 CHAIRWOMAN WILLIAMS: Oh, redirect?

15 Sorry.

16 MR. SORENSEN: No redirect.

17 CHAIRWOMAN WILLIAMS: Sorry about that.

18 Board questions?

19 MR. URBAN: Oh, yes.

20 EXAMINATION

21 BY MR. URBAN:

22 Q. I have a couple of questions for you, Mr.

23 Lee. Just wanted to verify a couple of things in my

24 understanding of the agreement.

25 In looking at the agreement, I want to

63

1 make sure I'm clear on Exhibit 5. Was there any

2 obligation on any member of the bargaining unit to

3 join either union?

4 A. No.

5 Q. So any member could join whichever unit

6 they wished, particularly if they were in Section 2

7 of the agreement?

8 A. Oh, I'm sorry. I misunderstood your

9 question. I believe the question was do they have

10 an obligation to join the union. The answer's no,

11 of course they're under no obligation to join a

12 union.

13 Q. And if a member is in Unit 1 of the

14 agreement, would they have any ability to join

15 Teamsters Local 14?

16 A. No. Because of the no-raid agreement,

17 they're not allowed to join. Teamsters Local 14

18 would not accept their membership.

19 Q. But yet those members would be --

20 A. I believe is the correct way of putting

21 it.

22 Q. Sorry. I didn't mean to interrupt you.

23 But those members would be represented by Local 14

24 in disputes or discipline hearings?

25 A. I believe you said Unit 1?

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1 Q. Correct.

2 A. Is that correct? Unit 1 is represented

3 by ESEA authorized representative which at this time

4 for Unit 1 the people assigned are NSEA, Nevada

5 State Education employees, Betty Luna, Debbie

6 Staten. And sometimes they can use the services of

7 Frank Flaherty.

8 And we also have NEA staffers that

9 assist. National Education Association who

10 sometimes assist in those -- in those cases in Unit

11 1.

12 Q. And then Unit 2, regardless of what union

13 I am a member of, I would be represented by the

14 Teamsters, correct?

15 A. Yes.

16 MR. URBAN: Okay. I don't think I have

17 any other questions. Thank you.

18 CHAIRWOMAN WILLIAMS: Okay.

19 COMMISSIONER SNYDER: Does Sandy have any

20 questions?

21 CHAIRWOMAN WILLIAMS: Sandy, do you have

22 any questions?

23 MS. MASTERS: Not at the moment. Thank

24 you.

25 CHAIRWOMAN WILLIAMS: Okay. Based on

65

1 questions by the Board, do you have any?  
2 MR. FLAHERTY: Yeah.  
3 CHAIRWOMAN WILLIAMS: Okay.  
4 MR. FLAHERTY: Do I go first?  
5 CHAIRWOMAN WILLIAMS: This way.  
6 MR. SORENSEN: I go first?  
7 CHAIRWOMAN WILLIAMS: Yes.  
8 REDIRECT EXAMINATION  
9 BY MR. SORENSEN:  
10 Q. Mr. Lee, just to make sure, you said that  
11 the Unit 1 employees would be represented by -- in a  
12 disciplinary proceeding by NEA, NSEA or a steward.  
13 Do those individuals to get the  
14 representation of -- or by Frank Flaherty, would  
15 those members join those organizations to the  
16 exclusion of ESEA or they wouldn't join ESEA at all  
17 or is Teamsters the only one of those organizations  
18 where they would exclusively join? They have to  
19 join the Teamsters to get the representation and  
20 cannot join ESEA?  
21 A. Well, you don't have to join -- you don't  
22 have any union to get representation. You have to  
23 represent everyone.  
24 Q. Okay.  
25 A. Regardless of membership. That's their

66

1 obligation as the specific bargaining  
2 representative, ensure representation for everyone.  
3 Q. Okay. But Unit 1 members would not be  
4 represented by the Teamsters 14; is that correct?  
5 A. They would not be represented by ESEA  
6 authorized representatives who work for Local 14,  
7 no.  
8 MR. SORENSEN: Thank you.  
9 CHAIRWOMAN WILLIAMS: Okay.  
10 CROSS-EXAMINATION  
11 BY MR. FLAHERTY:  
12 Q. Frank Flaherty for the record. Mr. Lee,  
13 do you think you could help me clarify the term  
14 representation as you've been using it?  
15 A. Yes.  
16 Q. Okay.  
17 A. Like the representation as I've been  
18 using it, if you don't mind, representation as I've  
19 been using it includes the adjustment to a grievance  
20 in the contract, it includes representation on  
21 noncontractual matters that are tied to employment  
22 that are not specifically mentioned. We do provide  
23 a wide variety of services in that area.  
24 We also negotiate the agreement. It's  
25 the things that unions do on behalf of their

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1 members. Not exclusive with the representation at  
2 the grievance hearings, so on and so forth, but just  
3 in their every day work lives.  
4 Q. Okay. I want to break that down a little  
5 bit. We've got representation in investigatory  
6 interviews, we've got representation in disciplinary  
7 proceedings, in grievance hearings, and then we've  
8 got contract negotiations. Am I correct --  
9 A. Yes.  
10 Q. -- that if you are a support staff  
11 employee within what ESEA and Local 14 call Unit 2,  
12 you are represented by representatives of Local 14  
13 and investigatory interviews and in disciplinary  
14 hearings and grievances?  
15 A. Yes.  
16 Q. Now, when it comes to contract  
17 negotiation, who represents the ESEA bargaining  
18 unit?  
19 A. ESEA.  
20 Q. And we're talking about Unit 1 and Unit  
21 2?  
22 A. Yes. There's only one representative for  
23 the contract and it's ESEA. We have various people  
24 at the table. I have served on the table, you  
25 yourself, Mr. Flaherty, has served on the table. We

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1 elect various members across the unit, the  
2 bargaining unit that is in negotiations, and we do  
3 sometimes have staff, the NEA, NSEA and from Local  
4 14 assist.  
5 MR. FLAHERTY: Thank you.  
6 MR. URBAN: Ms. Herrera, did you have any  
7 questions for Mr. Lee?  
8 MS. HERRERA: I do not at this time.  
9 Thank you.  
10 FURTHER EXAMINATION  
11 BY MR. SORENSEN:  
12 Q. Mr. Lee, do the Teamsters get a certain  
13 number of spots to appoint from Unit 2 to the  
14 bargaining table?  
15 A. Yes.  
16 Q. How many?  
17 A. I don't recall off the top of my head. I  
18 believe it was four or five was the original  
19 agreement. I believe that since that original  
20 agreement, we -- they -- we have not always adhered  
21 to a four or five member.  
22 Q. Does that include staff representatives  
23 from the Teamsters?  
24 A. I believe in --  
25 Q. Oh, sorry. I didn't mean to cut you off.



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1 Go ahead.

2 A. I believe in many cases it has actually

3 been one or two people less than that. And to -- to

4 answer the following question, it was -- does that

5 include the staff representative. We don't dictate

6 who our parties, our -- our members choose to

7 represent them. So I make no distinction between

8 the staff representatives and the direct

9 representatives.

10 Q. You make no distinction between people in

11 your bargaining unit and people not in your

12 bargaining unit for the purposes of your bargaining

13 committee?

14 A. No, that's not what I said. I make no

15 distinction between who they choose to have

16 represent them.

17 Q. Who chooses to represent them?

18 A. The various parties. The members through

19 various means appoint or elect members of the

20 bargaining unit.

21 Q. How are the four chosen from Teamsters

22 Local 14?

23 A. I believe they were appointed by -- the

24 bargaining team total is appointed by the ESEA

25 president.

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1 Q. Can you please refer to the agreement on

2 paragraph four?

3 A. ESEA will appoint 4 members of the

4 bargaining unit. That's the -- okay. So ESEA

5 appoints them.

6 Q. Okay. And who designates who those four

7 are?

8 A. The president appoints the bargaining

9 team.

10 Q. Who designates them under this paragraph?

11 A. Designated employees must be a member of

12 one of the unions. This provision of the agreement

13 will expire upon recognition of Local 14 as the

14 bargaining agent. The president does.

15 Q. ESEA will appoint four employees of Unit

16 2 designated by Local 14. Is that not what that

17 says?

18 A. Designated by Local 14 to the bargaining

19 unit. Yes.

20 Q. Okay. So Local 14 designates four

21 members of the bargaining team; is that correct?

22 A. And they're then appointed to the

23 bargaining team by the president.

24 Q. I asked who designated them. It is Local

25 14, correct?

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1 A. Oh, I'm sorry. I --

2 Q. No, no problem.

3 A. I misunderstood the question. They are

4 appointed by the president. They are designated by

5 ESEA, Local 14.

6 MR. SORENSEN: Thank you. No further

7 questions.

8 MR. URBAN: Anything further?

9 MR. FLAHERTY: No.

10 MS. HERRERA: No.

11 MR. URBAN: Thank you, Mr. Lee. You're

12 excused.

13 CHAIRWOMAN WILLIAMS: Subject to recall.

14 MR. URBAN: Yep.

15 THE WITNESS: Thank you.

16 CHAIRWOMAN WILLIAMS: All right.

17 COMMISSIONER SNYDER: Does anyone need a

18 break before the next witness or --

19 MR. SORENSEN: Just a bathroom break.

20 CHAIRWOMAN WILLIAMS: Just a bathroom

21 break.

22 MR. SORENSEN: Yes.

23 CHAIRWOMAN WILLIAMS: We'll take about

24 five for a bathroom break.

25 (Whereupon, a break was had.)

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1 CHAIRWOMAN WILLIAMS: Okay. We're back

2 on the record. Would you like to call your next

3 witness?

4 MR. SORENSEN: Yes. But first I'd like

5 to move for the exhibits -- CCEA Exhibits 1 through

6 4 to be admitted into the record.

7 CHAIRWOMAN WILLIAMS: It's this, right?

8 COMMISSIONER SNYDER: Are there any

9 objections?

10 CHAIRWOMAN WILLIAMS: Any objections?

11 MS. HERRERA: The only objection I have

12 is with respect to proposed Exhibit 3 on relevance.

13 MR. SORENSEN: I demonstrated that CCSD

14 has been trying to keep these text messages from CCA

15 for some time.

16 CHAIRWOMAN WILLIAMS: Okay. Any --

17 MS. HERRERA: Yeah. The Board does not

18 have jurisdiction over public records request to the

19 extent it's being proffered or being presented for

20 that purpose.

21 MR. SORENSEN: It's being presented for

22 the purpose to show that CCSD has been trying to

23 prevent these records from entering CCA's possession

24 for some time.

25 CHAIRWOMAN WILLIAMS: Anything further?

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1 MS. HERRERA: No.

2 CHAIRWOMAN WILLIAMS: Well, I think at

3 this point if I can overrule, and we'll give it the

4 weight it deserves as we move forward, you know,

5 through this proceeding, okay?

6 MS. HERRERA: And just before we begin

7 questioning, I just for the record wanted to go

8 ahead and designate my client representative for the

9 hearing Dr. Jesus Jara.

10 CHAIRWOMAN WILLIAMS: Okay. All right.

11 Thank you. All right. So you can call your next

12 witness.

13 MR. SORENSEN: I'd like to call Fred

14 Horvath as an adverse witness.

15 Thereupon--

16 FRED HORVATH,

17 was duly sworn to tell the truth, the whole truth,

18 and nothing but the truth, and testified as follows:

19 DIRECT EXAMINATION

20 BY MR. SORENSEN:

21 Q. Mr. Horvath, can you please state your

22 name and title for the record.

23 A. Sure. Fred Horvath. H-o-r, v as in

24 Victor, a-t-h. I'm the principal

25 officer/secretary/treasurer of Teamsters Local 14.

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1 Q. And how long have you held that position?

2 A. Just over -- oh, I've held the position

3 just over three years.

4 Q. And were you in any other positions with

5 Local 14 prior to?

6 A. I was. I was the chief negotiator

7 starting in February of 2016.

8 Q. How long in total have you been with

9 Teamsters 14?

10 A. 7 and a half years.

11 Q. 7 and a half years. Thank you. So

12 Teamsters 14 has a long history with ESEA. And

13 prior to 2019, Teamsters tried multiple times to

14 become the recognized bargaining agent for the ESEA

15 bargaining unit employees; is that correct?

16 A. That is.

17 Q. Did Teamsters 14 ever receive the votes

18 of more than 50 percent of the bargaining unit to

19 achieve that status?

20 A. Of the entire bargaining units?

21 Q. Yes.

22 A. We did not.

23 Q. You did not. Get you the exhibits real

24 quick. So open this to Exhibit 5. This is the

25 agreement between your organization, Teamsters 14,

75

1 and ESEA; is that correct?

2 A. It is.

3 Q. What was the reason for the Teamsters to

4 enter into this agreement?

5 A. As you said, the pursuit of representing

6 the support staff of Clark County School District

7 started at in 2000, multiple trips to the supreme

8 court, all adverse decisions to Local 14 between

9 Local 14 and the International Brotherhood of

10 Teamsters who had invested over a million dollars in

11 this pursuit.

12 And in the spring of '19, we received an

13 overture or international received an overture from

14 the Nevada National Education Association asking us

15 if we'd be willing to come to D.C. and see if there

16 was a mediated solution going toward to the

17 representation of the support staff of the Clark

18 County School District.

19 Q. The ultimate goal was still to represent

20 a portion of the support staff employees as the

21 exclusive representative; is that correct?

22 A. That is our ultimate goal.

23 Q. Under this agreement, Teamsters 14

24 receives all the dues money for unit -- for what's

25 designated as Unit 2; is that correct?

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1 A. That is correct.

2 Q. In fact, the Unit 2 employees must join

3 the Teamsters if they wish to join a union; is that

4 correct? They can't joint the ESEA?

5 A. That is part of our agreement.

6 Q. So walk me through that. A bus driver,

7 that is in Unit 2, correct?

8 A. It is.

9 Q. Comes to the Teamsters and signs a

10 membership application, would that be the way that

11 somebody would join?

12 A. That would be the process.

13 Q. Okay. Then the Teamsters transmit that

14 employee's name and their dues and amount to ESEA?

15 A. Correct.

16 Q. Okay. And then ESEA pays the Teamsters

17 for the amount that was designated by the Teamsters

18 as the dues amount for that person?

19 A. ESEA inputs the dues amount into the

20 school district's payroll system. Dues are withheld

21 from employee's checks under the ESEA dues call.

22 There's no Teamsters dues on the check and we are

23 then -- receive a check for the ESEA for the people.

24 Q. This person never joins ESEA though?

25 A. They do not.

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1 Q. Okay. So Teamsters -- actually I'm going  
2 to move on. Well, actually if -- Teamsters are  
3 recognized bargaining unit for multiple bargaining  
4 units within Clark County, correct?  
5 A. Yes, sir.  
6 Q. Including some public sector units?  
7 A. Many of them.  
8 Q. Many of them. Okay. If Teamsters did  
9 not provide representation to a member of one of  
10 those public sector bargaining units, that  
11 individual that was not provided representation  
12 could bring a complaint to this Board, to the EMRB,  
13 is that correct, for failure to represent?  
14 A. If we refuse to do so, yes.  
15 Q. If the Teamsters fail to represent a  
16 member of Unit 2, would that person be able to bring  
17 a claim against the Teamsters?  
18 A. Well, we wouldn't -- we would not refuse  
19 to represent them.  
20 Q. But if for some reason a timeline was  
21 missed, would that person be able to bring a claim  
22 against the Teamsters?  
23 MR. FLAHERTY: Objection. That calls for  
24 a legal conclusion.  
25 MR. SORENSEN: He is aware of the

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1 statutes. I mean, he just said what happens with  
2 the other public sector bargaining units. And he  
3 admitted what would happen in a public sector  
4 bargaining unit as to if one of the people that was  
5 in the Teamsters bargaining unit were to be refused  
6 service. So he can answer what would happen to  
7 somebody in Unit 2.  
8 CHAIRWOMAN WILLIAMS: Okay. Can you --  
9 MR. FLAHERTY: Well, if he's representing  
10 that this is no different than what goes on in all  
11 of the other Local 14 bargaining units, that's fine,  
12 but my understanding is CCA takes a position that  
13 there's something different here. And that  
14 something different here is nuanced and that's the  
15 legal conclusion that he's asking for here.  
16 CHAIRWOMAN WILLIAMS: Do you have  
17 anything?  
18 MS. HERRERA: And I would join in Mr.  
19 Flaherty's objection.  
20 CHAIRWOMAN WILLIAMS: Again, we'll  
21 overrule and then give it the merit it deserves.  
22 MR. URBAN: Can I just ask a question.  
23 Counsel, are you asking for his opinion or for him  
24 to make a legal conclusion?  
25 MR. SORENSEN: His opinion.

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1 CHAIRWOMAN WILLIAMS: His opinion.  
2 MR. SORENSEN: As someone who has  
3 represented numerous public sector unions and who  
4 was chief negotiator for a union that represented  
5 public sector units.  
6 THE WITNESS: We would respond that that  
7 claim would be -- have to be filed against the ESEA.  
8 BY MR. SORENSEN:  
9 Q. Thank you. In the '22-'23 school year  
10 approximately, so last school year.  
11 A. Okay.  
12 Q. Approximately how much money did  
13 Teamsters receive from ESEA for these due payments?  
14 A. In excess of a million dollars.  
15 Q. In excess of a million. Okay. How about  
16 in '21 and '22?  
17 A. Smaller amounts. Progressively growing  
18 as we grew the membership.  
19 Q. Okay. So --  
20 A. Covid had a big impact on us as well.  
21 Q. So currently how many members do the  
22 Teamsters have in Unit 2?  
23 A. Just under 2,000.  
24 Q. Just under 2,000.  
25 A. I've got somebody who can tell you the

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1 exact number. 15 shy of 50 percent.  
2 Q. 15 members shy of 50 percent?  
3 A. Uh-huh. Yes.  
4 Q. And as already stated, you receive all  
5 the dues money from those people, those --  
6 A. From Unit 2. There are Unit 2 employees  
7 that pay dues to the ESEA.  
8 Q. Okay.  
9 A. But do not receive.  
10 Q. But any that join Teamsters you receive  
11 the dues for, correct?  
12 A. Any what?  
13 Q. Any that join Teamsters you receive the  
14 dues for from --  
15 A. We do.  
16 Q. -- the ESEA? Okay. So how has the  
17 membership within Unit 2 changed since 2019? Has  
18 the membership density gone up?  
19 A. Materially.  
20 Q. Materially. Approximately what was it  
21 when this agreement was entered into versus where it  
22 is now just below 50 percent?  
23 A. I'd be speculating, but I would say it's  
24 tripled.  
25 Q. Tripled.

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1 A. From the time we took over.  
2 Q. How did the Teamsters go about recruiting  
3 members within Unit 2? Do they go into the schools  
4 and recruit?  
5 A. Sure. We have the ability to be there  
6 on -- at lunch and breaks. Not on city time. But  
7 most of it is door to door, weekend workshops, word  
8 of mouth, and producing superior results in  
9 representation.  
10 Q. But you can also on lunch and breaks  
11 recruit members at the schools?  
12 A. Yes.  
13 Q. So when one of these people that you  
14 recruited signs the membership card, does that card  
15 state they're a member of the Teamsters or ESEA?  
16 A. That they're a member of the Teamsters.  
17 Q. Is it explained to those that are joining  
18 the ESEA as the exclusive bargaining representative?  
19 A. I can't imagine there's anyone that is a  
20 member of Teamsters Local 14 working at the school  
21 district that does not know that we're basically a  
22 subcontractor to the ESEA and we do not have our own  
23 collective bargaining unit.  
24 Q. But is it explained to them that they  
25 are --

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1 A. I can't speak to every single person  
2 because our reps are having that one-on-one  
3 conversation, but there's been a massive amount of  
4 communications, including two contract ratification  
5 processes where it's well understood that we are  
6 contractors, that we do not have a CBA, and we are  
7 not recognized by the Clark County School District.  
8 Q. Do you ever have people from Unit 1  
9 attempt to join the Teamsters?  
10 A. We've had -- anecdotally I'm aware of  
11 people from Unit 1 that have said something like  
12 that to our members that they'd like to join and  
13 they are precluded from.  
14 Q. Is it explained when someone joins the  
15 Teamsters out of the ESEA bargaining unit that it  
16 helps the Teamsters achieve the 50 percent goal for  
17 exclusive representation?  
18 A. Again, I'm not party to the one-on-one  
19 conversation.  
20 Q. So if all the members of Unit 2  
21 collectively decided they would rather be members of  
22 ESEA instead of the Teamsters, is there a mechanism  
23 in the agreement for them to make that change?  
24 A. No, sir.  
25 Q. And Unit 2 members did not vote to be

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1 represented by the Teamsters prior to the agreement  
2 being reached; is that correct?  
3 A. I cannot speak to the ESEA's approval  
4 process.  
5 Q. Did you participate in the drafting of  
6 this agreement or was this handled by international  
7 exclusively?  
8 A. I participated in the conversations in  
9 D.C., Mr. Lee and a gentleman from the ESEA drafted,  
10 created the original draft, and then Local 14's  
11 attorney had an opportunity to participate in the  
12 final wording of the draft.  
13 Q. So it was a joint effort by those of the  
14 parent organizations and the local organizations?  
15 A. Yes.  
16 Q. But not any members of the bargaining  
17 unit, correct?  
18 A. Not to my knowledge.  
19 Q. And this agreement only ends when the  
20 Teamsters and ESEA both get to 50 percent plus one  
21 of their respective units, Unit 1 and Unit 2; is  
22 that correct?  
23 A. I believe there's a provision.  
24 Q. The no raid would continue, but other --  
25 but an agreement as far as a representation, your

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1 representation of ESEA, you would become the  
2 bargaining unit at that -- agent at that point; am I  
3 correct?  
4 A. I believe the agreement says that when  
5 both parties reach 50 percent, we would pursue a  
6 formal process for bifurcation.  
7 Q. And then if Unit 2 gains more members,  
8 the Teamsters receives more dues money and they come  
9 closer to meeting that condition?  
10 A. As I said earlier, we're 15 people from  
11 that.  
12 Q. Do you know John Vellardita?  
13 A. Very well.  
14 Q. Executive director of CCA?  
15 A. Spoken to him many, many times.  
16 Q. Did you discuss with Mr. Vellardita you  
17 were concerned that ESEA would not be able to reach  
18 50 percent plus one membership in Unit 1?  
19 A. Sure.  
20 Q. Did you tell Mr. Vellardita that  
21 Teamsters reason for entering this agreement was to  
22 become the exclusive representative of Unit 2?  
23 A. Say that again.  
24 Q. Did you tell Mr. Vellardita that the  
25 reason for the Teamsters entering into this

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1 agreement was in order to ultimately become the  
2 exclusive bargaining agent for Unit 2?  
3 A. I handed Mr. Vellardita a copy of the  
4 agreement in the -- early 2020, and we had numerous  
5 conversations about its content, how badly he viewed  
6 that agreement and relative to us becoming a  
7 separate bargaining unit, but I had a lot of  
8 conversations with Mr. Vellardita.  
9 I reached out to him because he had an  
10 immense amounts of knowledge in the school district,  
11 and Local 14 had limited to no before this activity.  
12 So we had many conversations just about subject  
13 matters, process, pros and cons. Many, many, many  
14 conversations.  
15 Q. And the agreement provides the Teamsters  
16 get to appoint four members to Unit 2 to the  
17 negotiating team, correct?  
18 A. It does.  
19 Q. You've also personally attended  
20 negotiations since 2019; is that correct?  
21 A. No, sir.  
22 Q. No. When did you start attending  
23 negotiations?  
24 A. We -- Mr. Gately and I attended the  
25 '21-'23 -- bargaining to the '21 to '23 contract,

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1 and then again for the '23 to '25 contract.  
2 Q. Were you one of the four representatives  
3 or are those exclusively members of the bargaining  
4 unit?  
5 A. Actually, there are no members of the  
6 bargaining unit. Just Local 14 staff, myself, Mr.  
7 Gately.  
8 Q. So in 2021, you were in the negotiating  
9 table?  
10 A. I was.  
11 Q. Did you discuss with Mr. Vellardita that  
12 you were concerned by the representation that was  
13 being provided by ESEA?  
14 A. Yes, I did.  
15 Q. Did you also tell Mr. Vellardita that  
16 because of this concern that -- that you were going  
17 to take a more active role in the bargaining for  
18 Unit 2?  
19 A. I don't specifically remember saying  
20 that. Don't recall.  
21 Q. What was your role at the bargaining  
22 table in 2021?  
23 A. I would categorize it as a partner with  
24 Jen Jiles who was the lead for ESEA just as it was  
25 in '23-'25 bargaining who we actively tried to

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1 create solutions to our proposals, the District's  
2 proposals.  
3 Q. Did you speak on behalf of the bargaining  
4 unit?  
5 A. Many times during the conversation, the  
6 bargaining, yes.  
7 Q. Did you ever tell Mr. Vellardita that you  
8 were informed that the reason ESEA entered into this  
9 agreement is because NEA was concerned that CCA  
10 would try to represent the support staff?  
11 A. I believe I speculated that that was a  
12 concern.  
13 Q. Do you ever receive text messages from  
14 Dr. Jara?  
15 A. Yes.  
16 Q. Do you engage with Dr. Jara and CFO Jason  
17 Goudie about subjects related to working conditions  
18 of the bargaining unit?  
19 A. Our test exchange have been almost  
20 exclusively personal in nature.  
21 Q. Almost exclusively?  
22 A. Yes.  
23 Q. So there are some text messages that  
24 would concern us?  
25 A. I don't know if they would concern you.

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1 Q. Well, would there be text messages that  
2 concern working conditions of the bargaining unit?  
3 A. I believe there were text messages asking  
4 specific questions about bargaining discussions the  
5 following day with mostly Mr. Goudie.  
6 Q. And but some with Mr. Jara?  
7 A. I don't recall exactly what they -- what  
8 the contents of any text messages that really wasn't  
9 involved in bargaining. He's not at the table.  
10 Q. Can you turn to exhibit -- I'll hand this  
11 to you. This is Exhibit 4 of CCA's exhibits. Turn  
12 to page -- let me check the page. Sorry. It is the  
13 fifth page. I believe it's the one that starts an  
14 email change with Dr. Jesus Jara.  
15 A. Yeah. Dated June 6, 2022.  
16 Q. Yes. And that message was sent to you,  
17 correct?  
18 A. Yes, sir.  
19 Q. From Dr. Jara?  
20 A. Yes, sir.  
21 Q. And this concerns the pay rates for  
22 members of Unit 2, correct?  
23 A. For one classification.  
24 Q. For one classification within Unit 2?  
25 A. Actually, that won't be true. For about

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1 eight classifications in the custodial work  
2 function.  
3 Q. And this was during negotiations; is that  
4 correct?  
5 A. Yes. We were in bargaining on June 6th.  
6 Still in active bargaining on June 6th.  
7 Q. So then you did have communications with  
8 Dr. Jara about conditions of employment of Unit 2?  
9 A. My response to you is the -- you inquired  
10 about text messages.  
11 Q. Okay. So you didn't do any of that via  
12 text, you only did it via email?  
13 MS. HERRERA: Objection; mischaracterizes  
14 the testimony in evidence.  
15 MR. SORENSEN: Withdrawn.  
16 BY MR. SORENSEN:  
17 Q. So you mentioned that you meet with CFO  
18 Jason Goudie about working conditions of unit -- of  
19 the ESEA bargaining unit, correct?  
20 A. General negotiations for ESEA bargaining.  
21 Q. Are ESEA representatives other than  
22 yourself present at these meetings?  
23 A. Almost exclusively.  
24 Q. They almost exclusively are present?  
25 A. Yes.

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1 Q. So have you met with Dr. Jara or Jason  
2 Goudie outside the presence of ESEA?  
3 A. Yes.  
4 Q. Please turn to Exhibit 17 in that book.  
5 Do you recognize this letter?  
6 A. Sure do. I authored it.  
7 Q. What was the -- this letter about? This  
8 letter was about you thanking your bargaining unit  
9 or your members for ratifying the ESEA contract; is  
10 that correct?  
11 A. It was.  
12 Q. Does this mean that the Teamsters members  
13 are permitted to vote on the ratification of the  
14 ESEA contract?  
15 A. They're part of the ESEA contract.  
16 Q. Even though they are not members of ESEA?  
17 A. They are covered and work under the terms  
18 and conditions of the ESEA contract with CCSD.  
19 There's no doubt about that.  
20 MR. SORENSEN: No further questions.  
21 CHAIRWOMAN WILLIAMS: Okay. Respondent,  
22 do you want to cross?  
23 MS. HERRERA: Yes.  
24 ///  
25 ///

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CROSS-EXAMINATION

1  
2 BY MS. HERRERA:  
3 Q. Good morning, Mr. Horvath. My name is  
4 Crystal Herrera. I just want to make sure I  
5 understood your testimony here correctly with  
6 respect to the questioning of Mr. Sorensen.  
7 A. Sure.  
8 Q. Did I hear you correctly that in early  
9 2020 you personally handed Mr. John Vellardita,  
10 executive director of CCA, a copy of the agreement  
11 signed by ESEA and Teamsters?  
12 A. That's correct.  
13 Q. And did I hear you correctly when you  
14 stated that you had actually had conversations with  
15 Mr. Vellardita concerning the contents of that  
16 agreement?  
17 A. Yes, it's true.  
18 Q. Sitting here today, is it your  
19 understanding that Mr. Vellardita understood the  
20 contents of that agreement based on those  
21 conversations?  
22 A. He --  
23 MR. SORENSEN: Objection. He can't speak  
24 to what Mr. Vellardita understood.  
25 MS. HERRERA: He can speak as to his

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1 opinion based on the conversations he had with Mr.  
2 Vellardita.  
3 CHAIRWOMAN WILLIAMS: We'll go with your  
4 statement of your opinion. Overruled. Speak to  
5 your opinion.  
6 THE WITNESS: Yeah. Mr. Vellardita  
7 critiqued each area of the agreement and made it  
8 pretty clear to me that there's no way you're ever  
9 gonna get bifurcation.  
10 BY MS. HERRERA:  
11 Q. So to be clear, Mr. Vellardita understood  
12 as early as early '20 -- I'm sorry -- understood as  
13 of early 2020 the agreement, the administrative  
14 agreement entered into by ESEA and Teamsters and how  
15 that would be operating?  
16 A. Absolutely.  
17 Q. Now, you were also asked regarding  
18 conversations that you've had with CCSD management,  
19 including Dr. Jara and Mr. Goudie.  
20 Do you recall that question?  
21 A. Yes.  
22 Q. My questioning to you is in your  
23 conversations with CCSD and/or management concerning  
24 bargaining, was that on behalf of Teamsters or was  
25 that on behalf of ESEA?

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1 A. It was on behalf of ESEA.  
 2 MS. HERRERA: I have no further  
 3 questions.  
 4 MR. FLAHERTY: Oh, may I?  
 5 CHAIRWOMAN WILLIAMS: Yes.  
 6 CROSS-EXAMINATION  
 7 BY MR. FLAHERTY:  
 8 Q. Frank Flaherty for the record. You  
 9 indicated that you were talking about membership and  
 10 you talked about recruiting, the recruiting efforts  
 11 of Local 14, and you indicated that that occurs with  
 12 Unit 2 employees at work sites during lunch, during  
 13 nonworking time.  
 14 By what authority is Local 14 able to go  
 15 into CCSD work sites and recruit members?  
 16 A. NRS 288 allows us --  
 17 Q. Let me try it this way.  
 18 A. Yeah.  
 19 Q. Is your authority to do that derived from  
 20 the ESEA, Local 14 agreement?  
 21 A. Absolutely.  
 22 Q. And are you in the -- I understand your  
 23 testimony that you're recruiting membership to Local  
 24 14 in Unit 2, but are you in fact in the building as  
 25 designated representatives of ESEA?

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1 A. It's the only way we're there.  
 2 Q. Kind of a similar question. When you're  
 3 exchanging text messages with Dr. Jara or with Mr.  
 4 Goudie and some of those text messages concerned  
 5 bargaining, under what authority are you doing that?  
 6 A. As a designated member representative of  
 7 the ESEA. And ESEA is included in most of those, if  
 8 not all of those text messages.  
 9 Q. Would that include your communications  
 10 with Dr. Jara and Mr. Goudie regarding CCEA Exhibit  
 11 4?  
 12 A. I'm sorry.  
 13 Q. Is it not still there?  
 14 A. Is that the email?  
 15 Q. Yeah, that's the email.  
 16 A. That's Exhibit 4. Yeah, absolutely.  
 17 Q. Okay. And would that also -- would it  
 18 also be under the authorities of ESEA as a  
 19 designated representative that you have in-person  
 20 meetings with Jason Goudie to discuss terms and  
 21 conditions of employment and compensation for the  
 22 ESEA bargaining unit?  
 23 A. We meet with numerous members of  
 24 management staff as designated representatives.  
 25 Q. And in that capacity, the text messages,

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1 the meetings, the emails, is it always just about  
 2 Unit 2 or is it sometimes the entire ESEA bargaining  
 3 unit?  
 4 A. Oh, at least half or more about the  
 5 entire bargaining unit.  
 6 MR. FLAHERTY: Okay, thank you.  
 7 CHAIRWOMAN WILLIAMS: Would you like to  
 8 redirect?  
 9 MR. SORENSEN: Yes.  
 10 REDIRECT EXAMINATION  
 11 BY MR. SORENSEN:  
 12 Q. So when you say that you discussed the  
 13 conditions of employment of the ESEA bargaining  
 14 unit, are you doing that in -- I'm thinking how to  
 15 phrase this. Sorry.  
 16 It's to benefit the Unit 2 employees,  
 17 correct?  
 18 A. It's to benefit the support staff in the  
 19 Clark County School District.  
 20 Q. And the email that you have in front of  
 21 you from Dr. Jara, is that discussing Unit 2?  
 22 A. Those classifications happen to be part  
 23 of Unit 2, yes.  
 24 Q. And ESEA wasn't included in that  
 25 communication. No ESEA representative was included

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1 in that email?  
 2 A. That appears to be true.  
 3 Q. So you were exclusively discussing with  
 4 Dr. Jara about Unit 2 employees and when Unit 2  
 5 employees --  
 6 MR. FLAHERTY: I'm gonna object to the  
 7 use of the word exclusively in the question. In  
 8 this context, it's vague.  
 9 MR. SORENSEN: Let me rephrase.  
 10 BY MR. SORENSEN:  
 11 Q. Would you say that when Unit 2 employees  
 12 make gains in the contract that that improves your  
 13 ability to recruit members to Unit 2 -- from Unit 2?  
 14 A. The same as it has allowed the ESEA to  
 15 increase the number of people in Unit 1.  
 16 Q. But you -- so the answer's yes, when you  
 17 improve working conditions for Unit 2, it improves  
 18 your ability to recruit members for Unit 2?  
 19 A. Almost by definition.  
 20 Q. Almost by definition. Can you look at  
 21 Exhibit 11. Can you look at number four. This was  
 22 sent out to CCSD management after the agreement was  
 23 entered into between ESEA and the Teamsters. Number  
 24 four states that in performing the representational  
 25 duties for CCSD support professionals and during

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1 work hours, ESEA designated representatives may not  
 2 solicit membership in the Teamsters Union.  
 3 Would your testimony indicate that you  
 4 were violating what this -- what this memo to  
 5 management states?  
 6 A. I'm not positive this is the last memo  
 7 that went out from this CCSD management team. It  
 8 may have the second one. And I would --  
 9 Q. Let me find the second one.  
 10 A. To answer your question specifically, I  
 11 don't believe that it's within their authority to  
 12 say so. Oh, I'm sorry. Louder?  
 13 COMMISSIONER SNYDER: Yeah. I'm deaf.  
 14 THE WITNESS: No, I'm the same way. So I  
 15 apologize.  
 16 BY MR. SORENSEN:  
 17 Q. So you are actively in the buildings  
 18 recruiting members for the Teamsters?  
 19 A. When it's legally permissible.  
 20 MR. SORENSEN: Thank you. I have no  
 21 further questions.  
 22 CHAIRWOMAN WILLIAMS: Recross?  
 23 MS. HERRERA: Yes, briefly.  
 24 ///  
 25 ///

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1 RECCROSS-EXAMINATION  
 2 BY MS. HERRERA:  
 3 Q. Mr. Horvath, on that same Exhibit 11, if  
 4 you could please look at actually paragraph number  
 5 six. And this states, During non-work hours,  
 6 consistent with Article 8-4, ESEA designated  
 7 representatives, including those affiliated with  
 8 Teamsters, can on behalf of ESEA and as ESEA  
 9 designated representative meet with CCSD support  
 10 employees and solicit membership in the Teamsters.  
 11 Did I read that correctly?  
 12 A. Yes.  
 13 Q. Just so I'm clear regarding your  
 14 testimony, when you meet with any support staff  
 15 employees, it's during non-work hours, correct?  
 16 A. It is.  
 17 MS. HERRERA: Thank you. No further  
 18 questions.  
 19 CHAIRWOMAN WILLIAMS: Any questions from  
 20 the Board?  
 21 MR. URBAN: I have none.  
 22 CHAIRWOMAN WILLIAMS: Sandy, do you have  
 23 any questions.  
 24 MS. MASTERS: Not now.  
 25 CHAIRWOMAN WILLIAMS: Not now. Okay.

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1 All right. So any other questions? Witness can be  
 2 excused?  
 3 MR. FLAHERTY: He'll be back later.  
 4 CHAIRWOMAN WILLIAMS: Subject to recall.  
 5 MR. FLAHERTY: Yes, please.  
 6 CHAIRWOMAN WILLIAMS: Okay.  
 7 THE WITNESS: So that means I have to go  
 8 back to time out? I'll stay.  
 9 COMMISSIONER SNYDER: Don't leave the  
 10 building.  
 11 THE WITNESS: I'll stay. I'll stay. I  
 12 apologize again.  
 13 COMMISSIONER SNYDER: That's okay.  
 14 CHAIRWOMAN WILLIAMS: It's about 11:00.  
 15 We can probably go with another witness if you'd  
 16 like.  
 17 MR. SORENSEN: Sure.  
 18 CHAIRWOMAN WILLIAMS: Call your next  
 19 witness.  
 20 MR. SORENSEN: Can I talk with my client  
 21 for just a minute?  
 22 CHAIRWOMAN WILLIAMS: Absolutely.  
 23 MR. URBAN: Go off the record.  
 24 CHAIRWOMAN WILLIAMS: Off the record.  
 25 (Whereupon, a break was had.)

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1 CHAIRWOMAN WILLIAMS: Okay. We'll go  
 2 back on record and we'll have you call your next  
 3 witness. But before we do, I want to remind  
 4 everybody, including myself, to speak up loudly, so  
 5 she could catch our discussions for the record. So  
 6 she can do that. So you can call your next witness.  
 7 MR. SORENSEN: Oh, there's no witnesses  
 8 here that haven't -- need to be sequestered, right?  
 9 I just wanted to double check.  
 10 CHAIRWOMAN WILLIAMS: Are there any  
 11 witnesses to be sequestered that's not --  
 12 COMMISSIONER SNYDER: Is anybody on the  
 13 other witness list other than Dr. Jara who is --  
 14 MR. SORENSEN: I don't see much other  
 15 than -- I just want to make sure. I don't know all  
 16 the people on their witness list.  
 17 MR. URBAN: Mr. Jara's also the  
 18 representative for the --  
 19 MR. SORENSEN: Yes. But I'm also calling  
 20 him. So it's good that he's here, so.  
 21 CHAIRWOMAN WILLIAMS: Okay.  
 22 MR. SORENSEN: All right. So I would  
 23 like to call Dr. Jesus Jara.  
 24 Thereupon--  
 25 JESUS JARA,



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1 was duly sworn to tell the truth, the whole truth,  
 2 and nothing but the truth and testified as follows:  
 3 DIRECT EXAMINATION  
 4 BY MR. SORENSEN:  
 5 Q. Good morning, Dr. Jara.  
 6 A. Good morning.  
 7 Q. Can you please state your name and title  
 8 for the record.  
 9 A. Jesus, J-e-s-u-s. Middle initial F.,  
 10 J-a-r-a. Clark County School District  
 11 superintendent. Is that loud enough?  
 12 CHAIRWOMAN WILLIAMS: Yes.  
 13 THE WITNESS: Perfect. Thank you.  
 14 BY MR. SORENSEN:  
 15 Q. She's right next to you, so.  
 16 A. Oh, okay. I thought it was projective so  
 17 everybody could. I apologize. Is that good?  
 18 THE COURT REPORTER: That's fine. Thank  
 19 you.  
 20 BY MR. SORENSEN:  
 21 Q. Have you ever met with representatives of  
 22 the Teamsters at the Teamsters office?  
 23 A. Yes.  
 24 Q. Have you met with Teamsters outside the  
 25 presence of ESEA?

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1 A. Yes.  
 2 Q. Have you communicated with Teamsters  
 3 representatives regarding subjects related to  
 4 bargaining?  
 5 A. Can you clarify communication? Meaning  
 6 verbal?  
 7 Q. Verbal, text, email.  
 8 A. You saw the email, yeah.  
 9 Q. Email, yes. So in that email --  
 10 A. Uh-huh.  
 11 Q. -- I don't see an initial email from Mr.  
 12 Horvath. How did this communication -- how did you  
 13 know that he was looking for this information?  
 14 A. Correct. So I think that's the one if  
 15 I --  
 16 Q. Oh, here. I can give it to you.  
 17 A. I'm sorry.  
 18 Q. Yeah.  
 19 A. I'm trying to go off memory.  
 20 Q. No, no problem. Here you go.  
 21 A. It's been about 20 years since I got here  
 22 six years ago. So this email, this is about the  
 23 custodial communication. Yeah, this was, if I  
 24 recall, in the middle of negotiations and I -- and I  
 25 just kind of jogged my memory on this.

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1 Part of the whole package that the Board  
 2 and that -- and that we had provided ESEA was that  
 3 reclassified campus security monitors and custodial  
 4 because we had done previously bus drivers. Because  
 5 obviously the national, the nation's shortage and  
 6 the challenges that we were facing.  
 7 So campus monitors were done. And then I  
 8 had a conversation with Mr. Horvath and I said  
 9 things like where -- where's the safe -- the  
 10 custodial. I said I haven't seen it, and I said  
 11 send it to me. And I forwarded it to the team to  
 12 say where are we on this.  
 13 Q. Do you ever communicate with Mr. Horvath  
 14 via text?  
 15 A. Occasionally, yeah.  
 16 Q. Does it concern any related to working  
 17 conditions of -- of support staff members?  
 18 A. I think they're mostly personal.  
 19 Q. But some?  
 20 A. I -- I -- to the best of my knowledge, I  
 21 think this, you know, mostly personal or let's have  
 22 a conversation, but.  
 23 Q. So did you also each communicate with  
 24 members of CCA regarding working conditions?  
 25 A. I've communicated with your executive

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1 director in some cases because that's the only phone  
 2 number he has.  
 3 Q. What about the president of CCA, Marie  
 4 Neissess?  
 5 A. When she's texted me sometimes, yeah.  
 6 Q. And these concern working conditions?  
 7 A. I think it was -- this is -- to the best  
 8 of my recollection, it was a couple years ago when  
 9 there was some concerns about the insurance, the  
 10 THD, and Marie had sent me some information about  
 11 it.  
 12 Q. How about with Mr. Vellardita? Do you  
 13 know?  
 14 A. About?  
 15 Q. About working conditions of the CCA  
 16 bargaining unit.  
 17 A. Yeah. Because that's the only number, I  
 18 mean, that he has, and he's --  
 19 Q. And you sent it from your personal phone?  
 20 From a -- it's a Florida area code.  
 21 A. With a Florida, yeah. That's the only  
 22 number because -- yeah.  
 23 Q. Right. So how many --  
 24 A. But not --  
 25 Q. -- texts would you say you've sent to Mr.

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1 Vellardita over the past few years?  
2 A. Well, in the last nine months, he stopped  
3 communicating with me.  
4 Q. Right. So the last -- so prior to that?  
5 A. I couldn't -- I can't give you a number.  
6 Q. But that is a method that you use for  
7 communicating with representatives of the union?  
8 A. Well, he --  
9 MS. HERRERA: Objection; vague.  
10 BY MR. SORENSEN:  
11 Q. Do you send text communications as a form  
12 of communication to members of the CCEA union?  
13 A. Do I --  
14 MR. FLAHERTY: I'm gonna object. I think  
15 it's still vague. I can't tell if he's talking  
16 about the bargaining unit or union staff.  
17 BY MR. SORENSEN:  
18 Q. Union staff. Union staff or executive  
19 board members.  
20 A. The staff about -- no, it's -- it's  
21 normally I would say call me, let's talk because  
22 that's -- that's his form of communication.  
23 Q. But to talk about?  
24 A. A lot of different things.  
25 Q. Including bargaining, including working

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1 conditions?  
2 A. Let's meet to discuss, yeah.  
3 Q. Okay. Do you ever meet with the, like  
4 outside the presence of ESEA Frank Flaherty?  
5 A. No. Actually I just met Frank today.  
6 Q. So no. But you have met with the  
7 Teamsters you've said outside the presence of the  
8 ESEA?  
9 A. On personal, yeah.  
10 Q. Have you met with Adam Levine who  
11 represents the police association outside the  
12 presence of the police association?  
13 A. No. I met Adam -- I met Adam when we  
14 were called to the legislature.  
15 Q. So you don't typically meet with the  
16 representatives of the bargaining units?  
17 MS. HERRERA: Objection; assumes facts  
18 not in evidence.  
19 MR. SORENSEN: I couldn't hear you. I'm  
20 sorry.  
21 MS. HERRERA: Assumes facts not in  
22 evidence.  
23 MR. FLAHERTY: I'm objecting to --  
24 MS. HERRERA: And vague.  
25 MR. FLAHERTY: -- vagueness. I'm sorry.

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1 She got it. She got the vague. Thank you.  
2 MR. SORENSEN: I would argue that it  
3 shows how CCSD is a CCSD chief officer, how he  
4 interacts with -- with representatives of a union  
5 which is what they're purporting the Teamsters to be  
6 as opposed to the actual heads of the bargaining  
7 units.  
8 MS. HERRERA: I don't think that question  
9 actually goes to that, but notwithstanding, I don't  
10 see the relevance in how communications with other  
11 bargaining units has anything to do with the issue  
12 before the EMRB which is whether or not the school  
13 district de facto recognized Teamsters as a separate  
14 bargaining agent.  
15 MR. SORENSEN: If Dr. Jara is talking to  
16 the Teamsters specifically about matters related to  
17 working conditions of Unit 2, then it is relevant as  
18 to how he has -- that he is now treating them as a  
19 bargaining agent as opposed to simply a  
20 representative.  
21 MS. HERRERA: That's not the question  
22 being presented.  
23 MR. SORENSEN: That's what I'm asking.  
24 MS. HERRERA: Then I would again say that  
25 that question is vague. That's not what's being

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1 asked.  
2 CHAIRWOMAN WILLIAMS: Can I overrule and  
3 ask that -- can I -- I'm asking to overrule and  
4 clarify the question a little more. Allow the  
5 question but clarify it.  
6 MR. SORENSEN: Clarify it more. Okay.  
7 BY MR. SORENSEN:  
8 Q. Is it your practice to meet with the  
9 representatives of the bargaining units?  
10 MS. HERRERA: Objection; vague.  
11 MR. SORENSEN: He knows if he's meeting  
12 with the bargaining units. I don't know what --  
13 MS. HERRERA: Well, there's a distinction  
14 in one that's being made today regarding  
15 representatives for bargaining negotiations and just  
16 in general ESEA designated representatives or  
17 disciplinary matters in the like, so.  
18 MR. SORENSEN: They're the same people  
19 with the Teamsters. I mean, Fred Horvath is named  
20 on both.  
21 MS. HERRERA: Statutorily there's a  
22 distinction, and so again, I think the question is  
23 vague as it's being presented.  
24 CHAIRWOMAN WILLIAMS: At this point, I'm  
25 going to overrule and allow it and give it the merit

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1 at the end.

2 THE WITNESS: Can you repeat the

3 question?

4 BY MR. SORENSEN:

5 Q. Sure. Do you typically meet with the

6 representatives of the bargaining units outside the

7 presence of the bargaining agents?

8 A. Are you talking about?

9 Q. Like Frank Flaherty? Adam Levine?

10 A. So I guess I need -- if I may, I -- I --

11 MR. FLAHERTY: I have to object to this

12 because it's still vague. I don't understand. The

13 question is does he meet with representatives of the

14 bargaining agent outside the presence of the

15 bargaining agent.

16 BY MR. SORENSEN:

17 Q. Well, the paid representatives as opposed

18 to their staff. So John Vellardita is an executive

19 director. He has a title.

20 Do you communicate with him? You meet

21 with him, correct?

22 A. I used to.

23 Q. You used to. Okay. So with the -- with

24 ESEA, would you meet with their -- with their --

25 A. I do.

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1 Q. You do. So but you wouldn't meet with

2 their representative for bargaining which is Frank

3 Flaherty, correct?

4 A. It's -- it's --

5 Q. You just met him today.

6 MR. URBAN: Counsel, I think the

7 vagueness goes to the word representative. Your

8 question about Mr. Flaherty is counsel. Obviously

9 representative has a much broader understanding. So

10 I think that's where I think we're getting off

11 course here. So if you have a more direct question

12 as to who you're talking about, that might help us

13 in this regard.

14 MR. SORENSEN: Sure. Well, actually I

15 think I can just withdraw that question.

16 MR. URBAN: Okay.

17 MR. SORENSEN: I have no other questions.

18 CHAIRWOMAN WILLIAMS: Do you have cross

19 that you would like to do, counsel?

20 MS. HERRERA: I do. However, I do have a

21 clarifying point for the Board. For purposes of not

22 having to recall Dr. Jara in my case-in-chief, is it

23 appropriate for me to conduct my direct examination

24 of Dr. Jara at this time?

25 COMMISSIONER SNYDER: I can answer that.

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1 HEARING MASTER WILLIAMS: Okay.

2 COMMISSIONER SNYDER: I believe at the

3 pre-hearing conference, we approached on that issue

4 because some of the witnesses were on both lists.

5 And so I think -- if I recall correctly, I think it

6 was stated that yes, once a witness hit the witness

7 stand, you can ask whatever questions you were going

8 to ask if you were not the one who called it or

9 called that person.

10 MS. HERRERA: Thank you for that. Okay.

11 COMMISSIONER SNYDER: Otherwise we'd be

12 calling the people back in several times and they

13 have other jobs to do throughout the day.

14 MS. HERRERA: Thank you.

15 MR. URBAN: I just wanted to point out

16 that Mr. Flaherty did reserve the right to recall

17 Mr. Horvath as a --

18 COMMISSIONER SNYDER: Yes, yes. If you

19 want to. You can reserve the right to recall a

20 witness or just do your direct now.

21 MS. HERRERA: Do you have other things to

22 do?

23 THE WITNESS: I have technological issues

24 to address.

25 ///

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1 DIRECT EXAMINATION

2 BY MS. HERRERA:

3 Q. Okay. So briefly, just to -- well, I'll

4 start with this. All right. Dr. Jara you've been

5 employed with the Clark County School District since

6 what time?

7 A. June 19th, 2018 to present.

8 Q. And are you familiar with the 2019

9 agreement that was reached between ESEA and

10 Teamsters?

11 A. I am.

12 Q. All right. And how did you first become

13 aware of that agreement having been executed?

14 A. So once it was executed or actually

15 prior, there was some conversations I had -- this

16 was early. So there's been a lot of things that

17 happened in my tenure here, but I think there was a

18 meeting. I had the Teamsters in, Brian Lee, and I

19 had Chris Daly and all in my office and -- and kind

20 of talking about the partnership of what we have

21 agreed to.

22 (Court reporter clarification.)

23 THE WITNESS: Brian Lee, Chris Daly, the

24 Teamsters, I think Virginia Mills was present if

25 I -- if I recall.

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1 BY MS. HERRERA:  
 2 Q. So just so I'm clear, after the agreement  
 3 was executed between ESEA and Teamsters, there was a  
 4 meeting where it was communicated to you that this  
 5 agreement had been --  
 6 A. Correct.  
 7 Q. -- reached? All right. And just  
 8 generally what is your understanding of the  
 9 agreement?  
 10 A. That ESEA is the bargaining agent. And  
 11 as you heard earlier, it's almost simplified for me  
 12 that they represent and provide service to the white  
 13 collar, and the Teamsters provide service to the  
 14 blue collar.  
 15 Q. Now, is CCSD a party to that agreement?  
 16 A. No, we are not.  
 17 Q. Okay. Now, are you aware of the  
 18 District's response to that agreement?  
 19 A. I'm aware of the memo, correct, under --  
 20 Q. Okay. If you could please turn to  
 21 Exhibit 11. Or I'm sorry, Exhibit 9. And oh, they  
 22 took your book away.  
 23 A. They did. Exhibit 9? Yes.  
 24 Q. Yes. And if you could look at page --  
 25 page two to that exhibit.

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1 A. Uh-huh.  
 2 Q. All right. Do you recognize this  
 3 document?  
 4 A. Yes. Office of the general counsel.  
 5 Q. All right. And how do you recognize it?  
 6 A. Well --  
 7 Q. What is it?  
 8 A. Well, it's -- it's once the agreement was  
 9 finalized, it was communicated to our managers kind  
 10 of roles and responsibilities of the bargaining and  
 11 then who was gonna provide service to the different  
 12 units.  
 13 Q. Okay. So generally, what does this  
 14 correspondence state?  
 15 A. Basically from -- from -- I mean, it's  
 16 clear that ESEA is the bargaining agent and they are  
 17 going to be entitled to all services on their  
 18 rights, and ESEA in fact is -- I can read it  
 19 verbatim there. Identify this -- they've identified  
 20 who can come in. And it is the lack of the list and  
 21 who can come in, but under ESEA, the Teamsters are  
 22 also identified there.  
 23 Q. Okay. So if I understand you correctly,  
 24 this communication was sent out to who?  
 25 A. To all the managers.

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1 Q. Okay. And for what purpose?  
 2 A. Just to make sure that it was clear in  
 3 who was going to service who.  
 4 Q. Now, if you could please turn to Exhibit  
 5 11, specifically page two.  
 6 A. Uh-huh.  
 7 Q. Do you recognize this document?  
 8 A. I do.  
 9 Q. All right. And what is it?  
 10 A. This is again, I think there was some  
 11 clarification that needed to go out on -- on the  
 12 agreement that basically as stated there that only  
 13 ESEA designated representatives may represent CCSD  
 14 support professionals.  
 15 And under the auspice I guess of ESEA and  
 16 the Teamsters had to, you know, I guess a  
 17 clarification is I recall the discussion we had. I  
 18 believe there was concern about who was who, so that  
 19 they had to wear the ESEA badge to identify.  
 20 Q. Understood. Now, are you aware of --  
 21 well, let me back up.  
 22 Sitting here today, is it your  
 23 understanding that the District has taken the same  
 24 position regarding the ESEA and Teamsters agreement  
 25 as what's communicated in this correspondence of

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1 December 2nd, 2019 which is Exhibit 11?  
 2 A. Absolutely, yes.  
 3 Q. Okay. Now, are you aware of any  
 4 publicity that the ESEA and Teamsters agreement  
 5 received?  
 6 A. There's -- I think there's an -- there's  
 7 an article, I guess the RJ was -- it was decades  
 8 agreement, you know, in fighting. And if -- I think  
 9 there was an article and I think it was just  
 10 really -- and I think it was stated by both parties  
 11 that it was gonna be if, I can quote, I think it's  
 12 critical, that it was in collaboration to support  
 13 their employees.  
 14 Q. Now, let's talk a little bit about  
 15 negotiations with ESEA. So you're familiar with the  
 16 negotiation teams, right, or the makeup of teams  
 17 between the Clark County School District and ESEA  
 18 since 2019, right?  
 19 A. Yes.  
 20 Q. So after 2019, when was the District's  
 21 next round of contract negotiations with ESEA?  
 22 A. It's -- it follows the biennium 'til 1921  
 23 and '23.  
 24 Q. Okay. So in 2021, to your knowledge did  
 25 ESEA appoint an individual affiliated with Teamsters

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1 to the negotiation team?

2 A. I'm not necessarily involved, but I mean,

3 in the negotiation process, but I know that there

4 was representatives as stated, you know, from the

5 Teamsters there.

6 Q. All right. What about in this calendar

7 year or this next biennium in 2023? Are you aware

8 of any Teamsters affiliates having been designated

9 as part of the negotiation team for ESEA?

10 A. I'm aware, yes.

11 Q. Do you know who they are?

12 A. It was reported to me, and again, I want

13 it clear that I'm not at the negotiating table. It

14 was Fred and was gonna be leading the negotiations.

15 Q. Now, is that on behalf of Teamsters or on

16 behalf of ESEA?

17 A. On behalf of ESEA.

18 Q. Now, to your knowledge, could the

19 District refuse to meet with ESEA for bargaining

20 sessions based on their inclusion of Teamsters

21 representatives in the bargaining team?

22 A. No.

23 Q. And to your knowledge can the District

24 dictate which members comprise the ESEA bargaining

25 team?

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1 A. No.

2 Q. Now, you were asked, Dr. Jara, in CCA's

3 Exhibit 4 questions about an email that you had sent

4 to Fred Horvath on June 6th, 2023, which I believe

5 you referenced was while contract negotiations were

6 ongoing with ESEA, correct?

7 A. Correct.

8 Q. And just so I'm clear, in the top

9 sentence, it says, Here's the latest version after

10 the reclassification of CMS.

11 Do you see that?

12 A. Yes.

13 Q. What does CMS stand for?

14 A. Campus -- campus security monitors. So

15 maybe I -- campus safety monitors. Campus monitors

16 safety. So, yeah.

17 Q. And what unit are campus security

18 monitors or campus monitors in?

19 A. That's Unit 1.

20 Q. And when you were corresponding with Mr.

21 Horvath in this respect, why wasn't I guess a ESEA

22 employee included within this correspondence?

23 A. It was -- if I can back up, his -- his --

24 because they've been involved in -- you know, I meet

25 monthly with ESEA, Teamsters together in my office.

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1 And that is part of the strategy. And I guess

2 mentioned in the campus security monitors and now

3 had been already executed and it was just a matter

4 of all in one that they're representing ESEA as well

5 and send it to the -- send it to the team.

6 Q. So to be clear, in sending this

7 correspondence to Fred Horvath, were you intending

8 to exclude ESEA in the bargaining communications

9 regarding their contract?

10 A. Absolutely not.

11 Q. And if I understand you correctly, in

12 this communication were you sending the

13 communication to Mr. Horvath on behalf of ESEA?

14 A. Correct.

15 Q. Okay. Now, if you could please turn to

16 Exhibit 14 in the binder. Do you recognize this

17 document?

18 A. I do.

19 Q. What is it?

20 A. This is a letter from general counsel and

21 CCEA to our general counsel in reference trustee

22 elect Guzman.

23 Q. Okay. And just generally what is this

24 letter about?

25 A. Trustee -- well, current trustee Guzman's

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1 employment and the question on the ethics and her

2 ability to vote on any contracts with CCEA, and the

3 concerns that CCEA brought to our general counsel.

4 Q. Now, if I could turn your attention to

5 page three within this document, specifically

6 paragraph two, it provides here that furthermore,

7 ESEA, NEA and NA -- NEA-SN have reached an agreement

8 with the Teamsters Local 14 to split the support

9 staff bargaining unit.

10 Do you see that?

11 A. Yes, I do.

12 Q. All right. Before or after -- well, let

13 me ask: Before this letter was sent and received by

14 the Clark County School District, had you had any

15 conversations with any CCA representatives regarding

16 the agreement between ESEA and Teamsters?

17 A. We've had, yeah, discussions about some

18 of these things, yeah.

19 Q. Who did you have those discussions with?

20 A. The executive director.

21 Q. And that's Mr. John Vellardita?

22 A. Yes.

23 Q. So sitting here today, to your knowledge,

24 prior to this letter having been sent to the Clark

25 County School District, are you aware of whether or

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1 not Mr. Vellardita had familiarity or knew that ESEA  
 2 and Teamsters had entered into the agreement they  
 3 entered into?  
 4 A. Yes.  
 5 Q. Sitting here today, do you know if Mr.  
 6 Vellardita had had or had knowledge of the contents  
 7 of the agreement reached between ESEA and Teamsters?  
 8 A. Yes.  
 9 Q. Now, you were asked questions by Mr.  
 10 Sorensen regarding your communications with ESEA as  
 11 well as other unions or bargaining agents for  
 12 employees within the District.  
 13 And my question to you is do you  
 14 communicate in the same mode or fashion with all  
 15 bargaining agents that represent employees?  
 16 A. I do.  
 17 Q. Okay.  
 18 A. It's a matter of business, yeah.  
 19 Q. Okay. Would you have the same amount of  
 20 let's say text messages between yourself and Mr.  
 21 Vellardita as perhaps you would have text messages  
 22 with any other representative?  
 23 A. Yes.  
 24 Q. Okay. When you have communications  
 25 regarding working conditions, are those

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1 communications generally verbal?  
 2 A. Correct, yes.  
 3 Q. Okay. And to be clear, you're not part  
 4 of the negotiating team regarding -- or negotiating  
 5 those working conditions, correct?  
 6 A. Correct.  
 7 Q. What bargaining agents did the District  
 8 recognize before the 2019 agreement with ESEA and  
 9 Teamsters?  
 10 A. We have five.  
 11 Q. What are they?  
 12 A. ESEA, POA, PAA, CCEA, ESEA. I've got a  
 13 little -- ESEA, CCEA, POA, PAA and --  
 14 (indiscernible.)  
 15 (Court reporter clarification.)  
 16 THE WITNESS: CASA, yes. The  
 17 administrators union.  
 18 MS. HERRERA: And I apologize. We use a  
 19 lot of acronyms.  
 20 THE WITNESS: Yes, we do. I'm sorry.  
 21 BY MS. HERRERA:  
 22 Q. What bargaining agents did the District  
 23 recognize after the 2019 agreement was reached  
 24 between ESEA and Teamsters?  
 25 A. The same five.

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1 Q. So CCSD has not made any changes in terms  
 2 of who it recognizes as exclusive bargaining agents  
 3 since that agreement was reached?  
 4 A. Correct.  
 5 Q. Has CCSD -- well, let me ask you: Taking  
 6 each bargaining agent one by one, and I'll go  
 7 through them, can you please identify for me  
 8 generally what bargaining unit they represent  
 9 starting off with CASA?  
 10 A. CASA is principals and all  
 11 administrators. 1400 employees, all 14 -- 13, 1400  
 12 administrators except the at-will.  
 13 Q. And what about POA?  
 14 A. POA, those are our police officers.  
 15 Q. And what about PAA?  
 16 A. The police administrators.  
 17 Q. And what about ESEA?  
 18 A. ESEA represents all our support  
 19 professionals from aides to bus drivers to  
 20 custodians to maintenance to technicians, classroom  
 21 aides. So all our support professionals.  
 22 Q. All right. And what about CCA?  
 23 A. All licensed educators.  
 24 Q. Has CCEA made a change to the employee  
 25 bargaining units after the 2019 agreement between

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1 ESEA and Teamsters?  
 2 A. No.  
 3 Q. Did CCSD move any employees from the ESEA  
 4 bargaining unit as a result of the ESEA Teamsters  
 5 agreement?  
 6 A. Absolutely not.  
 7 Q. Okay. To your knowledge, has the  
 8 District recognized Teamsters as an exclusive  
 9 representative for any bargaining unit of the  
 10 District employees?  
 11 A. No.  
 12 Q. And to your knowledge, has the District  
 13 made any type of determination about a separate  
 14 bargaining unit for support staff employees for  
 15 Teamsters?  
 16 A. Absolutely not.  
 17 MS. HERRERA: All right. I have no  
 18 further questions.  
 19 CHAIRWOMAN WILLIAMS: Okay. Do you have  
 20 any questions?  
 21 MR. FLAHERTY: I do.  
 22 CHAIRWOMAN WILLIAMS: Okay.  
 23 MR. FLAHERTY: I do.  
 24 CHAIRWOMAN WILLIAMS: It's your turn.  
 25 ///

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1 CROSS-EXAMINATION  
 2 BY MR. FLAHERTY:  
 3 Q. Just picking up right where you and Ms.  
 4 Herrera left off, she asked you to your knowledge  
 5 are you aware that, you know, the District had  
 6 recognized Local 14 as a bargaining agent or that  
 7 there had been a separate bargaining unit.  
 8 When we talk about your knowledge, you  
 9 the superintendent of the Clark County School  
 10 District, you would know that, correct?  
 11 A. Correct.  
 12 Q. Okay. At anytime has Local 14 presented  
 13 to you, to anybody else in the Clark County School  
 14 District a copy of its constitution and bylaws, a  
 15 list of its officers and representatives, and a  
 16 pledge not to strike under any circumstances, and  
 17 after presenting you those documents state we are  
 18 seeking recognition as the bargaining agent for  
 19 support staff employees in certain job families in  
 20 Clark County School District?  
 21 A. I haven't seen them. I don't -- I've  
 22 never been presented with those documents.  
 23 Q. You haven't seen them?  
 24 A. I -- not --  
 25 Q. Would it be an issue if somebody else in

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1 the District had seen them and not told you?  
 2 A. Agreed. Yes.  
 3 Q. Agreed.  
 4 A. Yes, sir.  
 5 Q. All right. And I apologize if some of  
 6 this is repetitive. Is the Clark County School  
 7 District a party to the agreement between ESEA and  
 8 Local 14?  
 9 A. No.  
 10 Q. Did the Clark County School District have  
 11 any role in drafting that agreement?  
 12 A. No.  
 13 Q. Did anybody call you and ask you for  
 14 pointers about the agreement?  
 15 A. No.  
 16 Q. No text messages?  
 17 A. No.  
 18 Q. Did the Clark County School District in  
 19 any way approve the agreement between ESEA and Local  
 20 14?  
 21 A. Nope.  
 22 Q. Do you still have Joint Exhibit 14 open  
 23 in front of you?  
 24 A. I do.  
 25 Q. Okay. Ms. Herrera asked you some

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1 questions about that second paragraph on page three.  
 2 And as I understand it here, CCEA says that any vote  
 3 or recognition of the Teamsters or the modified ESEA  
 4 bargaining unit would be a conflict of interest for  
 5 Ms. Guzman.  
 6 Do you see that?  
 7 A. The same paragraph?  
 8 Q. Yeah.  
 9 A. I do.  
 10 Q. Okay. So what did you understand CCEA to  
 11 be saying to you when they said any vote for  
 12 recognition? A vote by who?  
 13 A. By the Board of Trustees I'm assuming.  
 14 Q. Assuming. Okay. Well, who else would  
 15 vote?  
 16 A. The Board.  
 17 Q. The Board, right?  
 18 A. As one body.  
 19 Q. I mean, you work for the Board, Ms.  
 20 Herrera works for the Board. A lot of people work  
 21 for the Board, right?  
 22 A. Uh-huh.  
 23 Q. Okay. So is it the case then that only  
 24 the Board can recognize Local 14 as a bargaining  
 25 agent?

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1 A. They can, but they have not.  
 2 Q. Correct. You indicated that CCEA  
 3 represented all licensed personnel in the Clark  
 4 County School District, correct?  
 5 A. Yes. I mean, there -- yeah, there's --  
 6 Q. Okay. Well, let's kind of pin that down  
 7 a little bit.  
 8 A. Okay.  
 9 Q. So that would exclude -- when we talk --  
 10 first of all, when we talk about licensed, we're  
 11 talking about people who are licensed by the Nevada  
 12 Department of Education, correct?  
 13 A. Correct.  
 14 Q. All right. And that just excludes school  
 15 principals and other administrators who are also  
 16 licensed by the Department of Education?  
 17 A. Correct.  
 18 Q. But anybody, other than those folks,  
 19 right, who basically supervise and direct people in  
 20 the CCEA bargaining unit, everybody who's licensed  
 21 in the Nevada Department of Education in the Clark  
 22 County School District is in the CCEA bargaining  
 23 unit, correct?  
 24 A. Correct. 18,000. They represent 18,000  
 25 licensed educators.

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1 MR. FLAHERTY: Well, thank you. That's  
2 all I have.  
3 CHAIRWOMAN WILLIAMS: Redirect?  
4 REDIRECT EXAMINATION  
5 BY MR. SORENSEN:  
6 Q. I just want to make sure I heard you  
7 correctly because I think I heard two different  
8 answers, so I just want to clarify one point.  
9 The meeting regarding the agreement, did  
10 you say it happened prior to execution?  
11 A. I mean, I -- this was early on. I mean,  
12 I -- from what I recall, there's conversation, but  
13 I -- I mean, I don't know if it was agreed upon or  
14 it was in -- in discussion so.  
15 Q. But there was discussions that included  
16 you in your office about this agreement before it  
17 was executed?  
18 A. I -- I -- I -- I can't recall.  
19 Q. You can't recall?  
20 A. I had a whirlwind when I came in here.  
21 Q. So as to your conversations with Mr.  
22 Vellardita regarding the agreement, you wouldn't  
23 have told him that CCSD had recognized the  
24 Teamsters, correct?  
25 A. No, we never -- never did.

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1 Q. Is there anything that would prohibit  
2 CCEA from representing support staff if they so  
3 chose?  
4 MS. HERRERA: Objection; calls for a  
5 legal conclusion or a legal opinion.  
6 MR. SORENSEN: I think he would be able  
7 to answer that question. He's the head of the -- of  
8 CCSD. He knows the bargaining units.  
9 CHAIRWOMAN WILLIAMS: Overruled.  
10 THE WITNESS: Can you repeat the  
11 question? I'm not --  
12 BY MR. SORENSEN:  
13 Q. Yeah. Is there anything that would  
14 prevent CCEA from representing support staff?  
15 A. Other than the law, I guess I -- I don't  
16 know if I can answer that question.  
17 Q. But there's no prohibition, they're  
18 supervisory in any respect, correct, to the support  
19 staff?  
20 MS. HERRERA: Objection; vague.  
21 MR. FLAHERTY: And it also misstates  
22 reality facts.  
23 MR. SORENSEN: They do not do the  
24 evaluations for support staff.  
25 MR. FLAHERTY: Well, they are school --

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1 classroom teachers are often involved in the  
2 evaluation of support staff in their classrooms.  
3 MR. SORENSEN: They are not the ones who  
4 sign the evaluation.  
5 MR. FLAHERTY: They do sign the -- we're  
6 getting off of -- I just got -- I can't --  
7 MR. SORENSEN: All right. I'll withdraw.  
8 MR. FLAHERTY: I can't --  
9 MR. SORENSEN: I'll withdraw that one.  
10 MR. URBAN: Let's just continue on.  
11 BY MR. SORENSEN:  
12 Q. Did you state that Fred Horvath was  
13 leading negotiations? That is what I heard you  
14 state.  
15 A. Yeah.  
16 Q. That was your understanding?  
17 A. That's my understanding.  
18 Q. And you stated that you communicate in  
19 the same way with all of the bargaining agents when  
20 Ms. Herrera asked that question?  
21 A. When necessary.  
22 Q. Does an agreement, a negotiated agreement  
23 from one of the bargaining units, would the  
24 bargaining team come to you with an agreement or  
25 with a tentative agreement before it was agreed to

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1 with a bargaining unit?  
2 MS. HERRERA: Objection; vague.  
3 MR. FLAHERTY: It also calls for  
4 speculation.  
5 BY MR. SORENSEN:  
6 Q. In the past when your negotiating team,  
7 the CCSD negotiating team has reached a tentative  
8 agreement, do they bring that tentative agreement to  
9 you?  
10 A. Who brings the agreement to me?  
11 Q. Your bargaining team. Your bargaining  
12 representative.  
13 A. We discuss strategy and then bring it to  
14 the Board in closed session under NRS 288.  
15 Q. Would they ever -- would the bargaining  
16 team be able to bring it to the Board without your  
17 approval?  
18 A. Without -- well, we're usually in  
19 strategy and -- and all of my team is, we're all  
20 aligned with --  
21 Q. So you are --  
22 A. -- the Board's conclusion.  
23 Q. -- engaged in the bargaining process to  
24 that extent?  
25 A. No. In strategy. And the --



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1 Q. In strategy?

2 A. -- had it -- right.

3 Q. And final approval?

4 A. No, the Board --

5 Q. The Board has final approval, but before

6 it goes to the Board, you would have to sign off on

7 it. The bargaining team cannot bring it to the

8 Board without you?

9 MS. HERRERA: Objection; vague and

10 mischaracterizes the testimony. I think he's

11 answered the question.

12 MR. SORENSEN: I -- he -- I'm simply

13 asking him would the bargaining team bring an

14 agreement to the Board without his consent or

15 approval.

16 CHAIRWOMAN WILLIAMS: Overruled. Can you

17 answer it in that fashion that the way he posed that

18 question?

19 THE WITNESS: Repeat the question again

20 because I'm -- I'm --

21 BY MR. SORENSEN:

22 Q. Would the bargaining team bring an

23 agreement, a bargaining agreement to the Board

24 without your concept or approval?

25 A. The Board -- so the bargaining team

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1 and -- and my involvement is a strategy and -- and

2 said the -- said where the Board is headed. My --

3 and I am their employee.

4 So what we do is we bring an agreement

5 that the Board in concept, and I, and as we

6 strategize and bring it out all the details is what

7 we -- that's what I count the lawyers for and the

8 team to bring to the table. If that answers the

9 question. That's the best that I can do.

10 Q. Okay. In your discussion in this meeting

11 with ESEA and/or with Brian Lee and Virginia Mills,

12 was it made aware to you that Unit 2 employees, the

13 ones that would be represented by the Teamsters,

14 would no longer be able to join ESEA?

15 A. I think it was a big picture. So -- so

16 if I can help and clarify for you, Steve.

17 Q. Sure.

18 A. As a CEO of an organization, I don't get

19 into the details. It was just really a strategy of

20 where they were going that is very detailed that I

21 don't -- I don't get privy to discussions and get

22 into those conversations.

23 MR. SORENSEN: I have no further

24 questions.

25 CHAIRWOMAN WILLIAMS: Okay. Recross?

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1 MS. HERRERA: I have no further

2 questions.

3 CHAIRWOMAN WILLIAMS: Okay.

4 MR. FLAHERTY: I have no additional

5 questions. Thank you.

6 CHAIRWOMAN WILLIAMS: Any questions from

7 the Board?

8 MR. URBAN: Yes. I have a couple unless

9 Sandy has some. Let's let Sandy do it first.

10 MS. MASTERS: No.

11 CHAIRWOMAN WILLIAMS: NO.

12 MS. MASTERS: No thank you.

13 EXAMINATION

14 BY MR. URBAN:

15 Q. All right. I have a couple of questions.

16 Just wanted to clarify something that you said in

17 response to Ms. Herrera's questions.

18 She had asked you if you thought that Mr.

19 Vellardita was aware of the terms of the agreement

20 between Local 14 and the ESEA and you said yes.

21 Do you remember that?

22 A. Yes, I do.

23 Q. Okay. How do you know or what indication

24 did you have that he was aware of the terms of that

25 agreement?

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1 A. That's a great question. If I can go

2 back to --

3 Q. It's Exhibit 5 in the book in front of

4 you, but I just wanted to clarify what your answer

5 was.

6 You said you thought he was aware, but I

7 didn't hear how you thought he was aware of.

8 A. Well, I -- I think, I mean, in the

9 conversations that we had about the -- about when

10 they were -- when I say agreement, the terms I'm

11 thinking, you know, the two units that there were I

12 would say for lack of a better word divided if you

13 will within the -- within the bargaining in the --

14 in our high-level conversations around that and the

15 detailed letter that came from one of my trustees,

16 elected trustees. That's -- that's my assumption.

17 Q. And in saying that, approximately when

18 did that take place do you believe?

19 A. Conversations or --

20 Q. Yes.

21 A. It -- it was throughout -- throughout my

22 tenure here.

23 Q. All right. So you have Exhibit 5 in

24 front of you. I'd like you to look at page two for

25 a second.

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1           You said you did not participate in the  
2 actual negotiation?  
3           A. Of?  
4           Q. Of the Collective Bargaining Agreement;  
5 is that correct?  
6           A. Correct.  
7           Q. So there's a bargaining team that is  
8 selected, correct?  
9           A. Correct.  
10          Q. And what input or authority do you have  
11 in the selection of those people on the bargaining  
12 team?  
13          A. Well, as the only -- as the employer, I  
14 select the team on my side, on the Board's side, and  
15 who's gonna be at the table, yes, sir.  
16          Q. And what is that team normally comprised  
17 of?  
18          A. CFO, chief negotiator, members of -- for  
19 example, if we're sticking to ESEA, members that  
20 manage, that have management responsibilities, our  
21 operations officer, my chief of staff. I'm trying  
22 to -- HR.  
23          Q. Does it include members of the bargaining  
24 unit?  
25          A. Not on my team.

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1           MR. URBAN: Okay. Thank you. That was  
2 all I had.  
3           CHAIRWOMAN WILLIAMS: Any further  
4 questions as a result of more questions?  
5           MS. HERRERA: No.  
6           CHAIRWOMAN WILLIAMS: No. Okay. You may  
7 be excused subject to recall? Do you believe --  
8           MS. HERRERA: Yeah, I'll have subject to  
9 recall.  
10          CHAIRWOMAN WILLIAMS: Subject to recall.  
11 You're excused.  
12          Okay. I'll leave it up to you guys.  
13 It's about a quarter to 12:00. Is this a good time  
14 to maybe break for lunch and reconvene?  
15          COMMISSIONER SNYDER: Yeah, break for  
16 lunch. You may beat the rush.  
17          MR. URBAN: Mr. Commission, how long  
18 would you normally want to have a break in light  
19 of --  
20          COMMISSIONER SNYDER: We normally do an  
21 hour, but it would be great if we do 45 minutes.  
22 But, you know, I'll leave that up to the Board as to  
23 what they think. We can try our best for 12:30 and  
24 we see how that works and --  
25          MR. URBAN: Maybe we can ask Mr. Sorensen

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1           approximately how many more witnesses do you think  
2 you have before the two counsel present their cases?  
3           MR. SORENSEN: Just one.  
4           HEARING MASTER WILLIAMS: Just one?  
5           MR. SORENSEN: Yeah.  
6           CHAIRWOMAN WILLIAMS: Perfect.  
7           MR. URBAN: And, Ms. Herrera, does that  
8 change your case with regard to having that ability  
9 to speak to Dr. Jara or do you have quite a few  
10 witnesses as well?  
11          MS. HERRERA: It does. I believe I have  
12 one more besides Dr. Jara.  
13          MR. URBAN: Mr. Flaherty?  
14          MR. FLAHERTY: I have three witnesses.  
15 One of whom is very short.  
16          MR. URBAN: Obviously I'm asking because  
17 we'd like to try and get this in today.  
18          MR. FLAHERTY: Yeah.  
19          MR. URBAN: And that goes to the hour  
20 versus 45 minutes.  
21          MR. FLAHERTY: Right.  
22          COMMISSIONER SNYDER: Is there a  
23 preference among the attorneys as to how long we  
24 have for lunch?  
25          MR. FLAHERTY: Yeah. 45 works for me.

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1           COMMISSIONER SNYDER: And if it doesn't  
2 work out, if it's a back log wherever you're going,  
3 we understand.  
4           MR. URBAN: Let's try to get back at  
5 12:30.  
6           CHAIRWOMAN WILLIAMS: 12:30. Okay.  
7           MR. URBAN: Thank you.  
8           CHAIRWOMAN WILLIAMS: Thank you. 12:30,  
9 Sandy, we'll be back.  
10          (Whereupon, a lunch break was had.)  
11          CHAIRWOMAN WILLIAMS: All right. We're  
12 gonna go back on the record and you can call your  
13 next witness.  
14          MR. SORENSEN: I call John Vellardita,  
15 executive director of CCA.  
16          Thereupon--  
17                  JOHN VELLARDITA,  
18 was duly sworn to tell the truth, the whole truth,  
19 and nothing but the truth, and testified as follows:  
20                  DIRECT EXAMINATION  
21 BY MR. SORENSEN:  
22                  Q. Mr. Vellardita, can you please state your  
23 name and title for the record.  
24                  A. John Vellardita. I'm the executive  
25 director of Clark County Education Association.

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1 Q. How long have you been in that position?  
2 A. Oh, I think it's maybe going on 12 plus  
3 years.  
4 Q. So you've heard the testimony regarding  
5 the agreement between ESEA and the Teamsters and the  
6 question's been raised as to the timing of this  
7 complaint.  
8 Why did CCEA file the complaint when CCEA  
9 filed the complaint? And please elaborate for the  
10 Board because that's one of the major issues in this  
11 case.  
12 A. Well, I first came in knowledge of this  
13 agreement I think sometime in 2020 throughout that  
14 year from multiple sources, including conversations  
15 with Fred Horvath of the Teamsters.  
16 And the agreement was represented to me  
17 as a path towards gaining recognition without having  
18 to go through the procedures under NRS or to have  
19 employees vote whether they want to be in a union or  
20 not. And that's the way that the agreement was  
21 represented to me.  
22 The service aspect of that agreement was  
23 never represented particularly by Fred Horvath as  
24 the keep key component of the agreement. It was  
25 really a path to gain recognition after years of

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1 having elections where neither party or I should say  
2 the Teamsters failed at least three or maybe four  
3 times to gain recognition.  
4 And so when we filed the complaint in  
5 2023, it was around the start of and during the 2023  
6 legislative session. And it was during that time I  
7 heard and learned firsthand that the Teamsters had  
8 essentially become the chief negotiators, de facto  
9 chief negotiators for the Collective Bargaining  
10 Agreement for ESEA.  
11 I know that because that's what Fred  
12 Horvath represented to me. In fact, he had been  
13 frustrated with ESEA's negotiating team and sent me  
14 a text and said that they're absolutely idiots. He  
15 was frustrated with Frank Flaherty as being the  
16 chief negotiator and had sent me a text saying that  
17 Flaherty was an idiot. And he requested if I would  
18 help facilitate discussions between him and  
19 superintendent Jara because he had no relationships  
20 with them at that point.  
21 So when we learned that this agreement  
22 had apparently evolved into the Teamsters becoming a  
23 de facto agent representing that bargaining unit in  
24 negotiations, we filed a complaint because that was  
25 not our understanding of what that agreement was

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1 neither represented by the Teamsters in the form of  
2 Fred Horvath or whether or not we read it that way.  
3 Q. So Fred had stated that the two of you  
4 had a relationship.  
5 Did you facilitate communications between  
6 Fred Horvath and CCSD?  
7 A. I did at Fred's request directly with  
8 Superintendent Jara and then later with the CFO  
9 Jason Goudie of the Clark County School District.  
10 Q. Were some of those communications via  
11 text?  
12 A. Those communications were text. They  
13 were at meetings, they were phone calls, they were,  
14 you know, a wide variety of communications, yes.  
15 Q. And did the text communications involve  
16 anything to do with -- with bargaining with  
17 conditions of work?  
18 A. That was the sole nature of most of those  
19 texts. You know, Fred was -- he represented to me  
20 he was frustrated with the '21 negotiation session  
21 and that the '23 session was gonna start. Or I  
22 should say the contract for the '23 collective  
23 bargaining agreement was going to begin and while it  
24 began, and he wanted to make a change.  
25 And I want to explain why that was so

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1 important to the Teamsters. The path towards  
2 recognition had a -- a construct that required both  
3 parties, ESEA and the Teamsters, to hit a certain  
4 threshold of membership.  
5 And there was frustration that was  
6 represented to me by Fred Horvath that the ESEA was  
7 not gaining new members and as a result would never  
8 reach their end of the deal on bargaining or on  
9 the -- on the agreement by hitting 50 percent plus  
10 one, and that negotiations on the '21 session did  
11 not help that, hence his frustration.  
12 When the '23 session or the '23  
13 negotiations were about to begin and while they  
14 occurred, Fred clearly represented to me that  
15 playing a more active role in negotiations, getting  
16 a contract would help facilitate gaining members for  
17 the Teamsters and ESEA, and hence, he wanted to  
18 essentially play initially a more proactive role.  
19 When it became obvious to me that his  
20 role was not proactive but he had become the de  
21 facto representative in negotiations, the way he  
22 represented it to me, as well as what we heard in a  
23 hearing in the legislative session where quote,  
24 unquote we are negotiating with the Clark County  
25 School District during a bill presentation, that's

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1 when it became clear that this agreement had evolved  
 2 into something different in terms of granting de  
 3 facto recognition to the Teamsters.  
 4 Q. You heard from Dr. Jara that he had some  
 5 text communications with you in the past.  
 6 Can you go into would that be the  
 7 representation you would make as to how many  
 8 communications? Like what do the communications  
 9 look like? How many were there?  
 10 A. There was hundreds.  
 11 Q. Hundreds?  
 12 A. There wasn't -- it wasn't random. And it  
 13 was in the form of texts, phone calls, emails.  
 14 Primarily texts.  
 15 And I would breakdown the areas of  
 16 communications in the three subject areas. One,  
 17 very frequent about memorandums of agreements or  
 18 issues related to something that could turn into an  
 19 MOA, that's conditions of employment, or in the  
 20 collective bargaining, whether it was this -- this  
 21 upcoming or the one that we're currently on prior to  
 22 us no longer having anymore conversations or  
 23 previous CBAs. That was one area.  
 24 The second area where there was extensive  
 25 communication was during the Covid period where

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1 there was discussions about closing down schools,  
 2 reopening schools, creating mitigation protocols and  
 3 systems for safety upon reopening.  
 4 And then the third area of communications  
 5 was when Dr. Jara got fired and he wanted to know  
 6 from me whether or not I knew of that knowledge  
 7 because it took him by surprise. And I shared with  
 8 him what I knew and what Fred Horvath had shared  
 9 with me as well.  
 10 Q. And what did Fred Horvath share with you  
 11 regarding the firing of Dr. Jara?  
 12 A. Fred shared with me that he learned from  
 13 Brian Lee who learned from Lisa Guzman who was a  
 14 trustee of the school board, as well as the  
 15 assistant executive director of NSEA, that there was  
 16 a plan to fire Dr. Jara at an upcoming trustee  
 17 meeting. And in fact, he was fired. And he knew  
 18 about it in advance.  
 19 Q. So at one point you supported the  
 20 Teamsters and you supported the break from ESEA of  
 21 the support staff?  
 22 MR. FLAHERTY: Objection; leading.  
 23 BY MR. SORENSEN:  
 24 Q. Okay. Did CCA at one point support the  
 25 support staff breaking away from ESEA?

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1 A. Absolutely. We support any employee's  
 2 right under the law to choose what union or not  
 3 they're gonna be represented by.  
 4 And we -- we have witnessed in at least  
 5 the last decade plus to at least three or four  
 6 elections where the support staff clearly -- or I  
 7 should say a significant element of the support  
 8 staff wanted out of ESEA. We were witness to the  
 9 fact that ESEA had systemically been under 30 or 20  
 10 or 25 percent representation in a bargaining unit  
 11 over 12,000 employees and that there were problems.  
 12 So we supported any worker's right to  
 13 either be in a union or not be in a union.  
 14 And when there was clearly, in our  
 15 opinion, a majority of those in that ESEA bargaining  
 16 unit who cast their votes on elections and wanted to  
 17 go with the Teamsters, we supported that.  
 18 Q. So why would CCA not be supportive of  
 19 this agreement?  
 20 A. This is a back door deal. I don't know  
 21 how otherwise to characterize it. This is a fast  
 22 track to circumvent NRS procedures for elections for  
 23 bifurcation. It denies employees a right to say I  
 24 want to be in a union and which one or I don't want  
 25 to be in a union. It clearly has it potentially as

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1 an adverse effect on us as well because we have been  
 2 approached by the support staff to represent them in  
 3 the past.  
 4 In fact when we broke away from NSEA in  
 5 2018, we had a number of support staff represented  
 6 by ESEA asking if they could join our efforts.  
 7 MR. SORENSEN: Okay. No further  
 8 questions.  
 9 CHAIRWOMAN WILLIAMS: You may cross.  
 10 MS. HERRERA: Could I have five minutes?  
 11 CHAIRWOMAN WILLIAMS: Absolutely.  
 12 MS. HERRERA: Thank you.  
 13 (Whereupon, a break was had.)  
 14 CHAIRWOMAN WILLIAMS: Are you ready?  
 15 MS. HERRERA: I am. Thank you.  
 16 CHAIRWOMAN WILLIAMS: All right. You may  
 17 proceed.  
 18 MS. HERRERA: Thank you.  
 19 CROSS-EXAMINATION  
 20 BY MS. HERRERA:  
 21 Q. Good afternoon, Mr. Vellardita. Now,  
 22 this case, at least as alleged in the complaint, was  
 23 filed because of testimony that Mr. Jason Gately  
 24 made before the Senate Education Committee this last  
 25 legislative commission, correct?

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1 A. Could you speak up?  
2 Q. Yes, absolutely. This case was filed  
3 based on the testimony that Jason Gately made before  
4 the Senate Education Committee this last legislative  
5 session, correct?  
6 A. That was part of it. That wasn't the  
7 only reason why.  
8 Q. Okay. As I understood your testimony  
9 here today, another reason for why this complaint  
10 was filed before the EMRB was because you believed  
11 or CCA believed that there was some kind of de facto  
12 chief negotiator status that Teamsters obtained this  
13 round of negotiations.  
14 Did I understand that correctly?  
15 A. As represented by Fred Horvath to me.  
16 Q. Okay. Did Mr. Horvath actually use the  
17 term de facto chief negotiator or is that a  
18 terminology that you chose today?  
19 A. That's my terminology. He said that he  
20 was taking over negotiations and having direct  
21 conversations in the form of negotiations, whether  
22 they're at the table or side conversations with  
23 Superintendent Jara or side conversations with CFO  
24 Jason Goudie. Whether they were over the phone, in  
25 a meeting, whatever, he made it clear to me that

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1 that's what he was doing.  
2 Q. He specifically stated those words or  
3 that's what you assumed based on his representation?  
4 A. He stated it the way I just stated it,  
5 that he was taking over negotiations because ESEA  
6 were absolutely idiots, Frank Flaherty was an idiot.  
7 Those were the words he used directly to me.  
8 Q. Mr. Vellardita, did Mr. Horvath actually  
9 state that he was taking over negotiations on behalf  
10 of Teamsters?  
11 A. He said he was representing the Teamsters  
12 on issues related to the Teamsters. That was the  
13 only way that he would make gains for the Teamsters  
14 in negotiations.  
15 Q. Sitting here today, do you have any idea  
16 as to what the school district's belief and  
17 understanding was as to Mr. Horvath's role in  
18 negotiations with ESEA this round of negotiations?  
19 A. I can share with you that Dr. Jara  
20 represented to me that he would prefer to deal with  
21 the Teamsters and Fred Horvath. That's the best  
22 answer I can give you.  
23 Q. That's not my question to you, Mr.  
24 Vellardita. My question to you is do you have --  
25 well, no, my question is you don't have any

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1 firsthand knowledge sitting here today as to what  
2 the school district's understanding was of Mr.  
3 Horvath's role in negotiations with ESEA this round  
4 of negotiations, do you?  
5 A. My understanding is representative Dr.  
6 Jara with Fred Horvath was critical to reaching an  
7 agreement on certain issues. He clearly stated that  
8 to me.  
9 Q. Again, Mr. Vellardita, that's not  
10 answering my question.  
11 A. I believe it is. That's the best answer  
12 I can give you.  
13 Q. Okay. You never spoke to any Clark  
14 County School District official about Mr. Gately's  
15 statement made at the Nevada legislature, did you?  
16 A. I did not.  
17 Q. Okay. And you never spoke to any Clark  
18 County School District official about CCA's  
19 perceptions or assumptions based on those statements  
20 made at the Nevada legislative session, correct?  
21 A. I had no obligation to do so. I  
22 exercised my right by filing a complaint with the  
23 EMRB.  
24 Q. Just to be clear, your answer to my  
25 question is no, correct?

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1 A. I said no by I -- I didn't believe I had  
2 that commitment necessarily to do that.  
3 Q. Okay. And to be clear, you nor anyone  
4 from CCA had any communication with the Clark County  
5 School District to either cease allegedly engaging  
6 in wrongful conduct or cease speaking to Teamsters  
7 in negotiation, correct?  
8 A. Did not have direct. The EMRB complaint  
9 spoke for itself.  
10 Q. CCA just immediately filed this case with  
11 the EMRB, right?  
12 A. Say that again.  
13 Q. CCA just immediately filed this case  
14 before the EMRB, correct?  
15 A. I -- the word before it is immediately?  
16 I --  
17 Q. CCA immediately filed this case before  
18 the EMRB, correct?  
19 A. We filed it sometime after I think the  
20 testimony in the hearing, but it was -- the way I  
21 would describe it, that was like the last thing that  
22 we needed to hear.  
23 Q. And, Mr. Vellardita, isn't it true that  
24 when Mr. Gately was making those statements before  
25 the Nevada legislature there was also statements

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1 made that this involvement or representation  
 2 negotiation was in partnership with ESEA?  
 3 A. No, I don't recall hearing that.  
 4 Q. Okay. Now, you've been sitting  
 5 throughout this hearing, correct, Mr. Vellardita?  
 6 A. Correct.  
 7 Q. And you've had the opportunity to hear  
 8 the testimony provided by Mr. Horvath, correct?  
 9 A. Correct.  
 10 Q. And you heard him specifically say on or  
 11 about early of 2020 he provided you a copy of the  
 12 agreement reached between ESEA and Teamsters.  
 13 You heard that testimony, correct?  
 14 A. I heard that, correct.  
 15 Q. Are you disputing his testimony?  
 16 A. That he shared with me that document in  
 17 sometime 2020?  
 18 Q. Yes.  
 19 A. I'm not disputing that. I said I got it  
 20 from multiple sources, he was one of them.  
 21 Q. And when you say you got it from  
 22 multiple -- from multiple sources, I want to make  
 23 sure I understand what you're stating.  
 24 You received the actual agreement between  
 25 ESEA and Teamsters from multiple sources. Do I

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1 understand you correctly?  
 2 A. I did.  
 3 Q. And as early as early 2020, yes?  
 4 A. I received them in the year 2020. I  
 5 can't recall when exactly how each one.  
 6 Q. So based on that agreement, Mr.  
 7 Vellardita, you're aware that ESEA decided to  
 8 administratively bifurcate the bargaining unit of  
 9 support professionals, correct?  
 10 A. My understanding of that agreement was  
 11 there was a path towards recognition by bifurcating  
 12 the unit after certain thresholds were reached in  
 13 that agreement.  
 14 Q. Well, Mr. Vellardita, you had a copy of  
 15 that agreement. So my question to you is you were  
 16 aware then when you received a copy of that  
 17 agreement that ESEA decided to administratively  
 18 bifurcate the bargaining unit, correct?  
 19 A. Absolutely. That's the way it was  
 20 represented to me.  
 21 Q. Okay. And you also knew at that time  
 22 that ESEA was obtaining the assistance of Teamsters  
 23 to service part of the bargaining unit, correct?  
 24 A. That was not made that clear to me.  
 25 Q. Well, Mr. Vellardita, you had a copy of

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1 that agreement, right?  
 2 A. I had a copy of that agreement.  
 3 Q. Okay. So if you could please turn to  
 4 Exhibit 5 within that exhibit book in front of you.  
 5 And specifically turning to page two, paragraph two  
 6 of that agreement.  
 7 Are you there with me?  
 8 A. Paragraph two is number two?  
 9 Q. Yes. Now, that states ESEA will notify  
 10 CCSD that Local 14 will be assisting ESEA in the  
 11 representation and servicing of the bargaining unit.  
 12 Do you see that?  
 13 A. I do.  
 14 Q. All right. Now, based on you having a  
 15 copy of this agreement back in 2020, you would agree  
 16 that you had knowledge then that ESEA would remain  
 17 the representative and exclusive bargaining  
 18 representative on behalf of the bargaining unit,  
 19 correct?  
 20 A. Under this, under the terms of this  
 21 agreement, they will remain the exclusive bargaining  
 22 agent unless the terms of the agreement were  
 23 reached.  
 24 Q. Now, Mr. Vellardita, I believe you were  
 25 asked a question by Mr. Sorensen about the long

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1 dispute between ESEA and Teamsters, the  
 2 representation contest, and I believe you mentioned  
 3 that yes, you were you aware of that dispute,  
 4 correct?  
 5 A. Correct.  
 6 Q. All right. In fact, CCA was monitoring  
 7 the legal proceedings with -- between ESEA and  
 8 Teamsters, right?  
 9 A. What do you mean by monitoring?  
 10 Q. Well, it was following what was happening  
 11 with respect to that representation contest, right?  
 12 MR. SORENSEN: Objection; that's vague.  
 13 THE WITNESS: I wouldn't characterize it  
 14 as following. We were updated when there were  
 15 updates.  
 16 MS. HERRERA: Okay.  
 17 CHAIRWOMAN WILLIAMS: Okay. Continue.  
 18 BY MS. HERRERA:  
 19 Q. Okay. Well, CCA even communicated to its  
 20 membership about statuses of the representation  
 21 contest between ESEA and Teamsters, right?  
 22 A. I would not characterize we would as  
 23 frequent or timely updates. We may have given one  
 24 update. I can't recall many.  
 25 Q. Okay. CCA in fact supported one union

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1 over the other, right?

2 A. As I said earlier, we supported those

3 workers that wanted to get out of ESEA and they

4 wanted to be part of the Teamsters 14. And we

5 supported them at that time, we support that right

6 today.

7 Q. Mr. Vellardita, CCA did not claim an

8 interest in that bargaining unit at the time of that

9 representation contest between ESEA and Teamsters,

10 right?

11 A. Correct.

12 Q. CCA never kind of threw its hat in the

13 ring so to speak while that representational test

14 was ongoing, right?

15 A. Correct.

16 Q. And that was notwithstanding almost

17 decades long representational contest that was

18 taking place, correct?

19 A. Correct.

20 Q. Now, Mr. Vellardita, you had mentioned

21 that you had had certain communications with Dr.

22 Jara in the past, right, since he's been

23 superintendent with the Clark County School

24 District?

25 A. Correct.

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1 Q. And I believe you mentioned that those

2 have taken a variety of different modes; verbal,

3 phone, text messages, emails.

4 Did I understand that accurately?

5 A. Correct.

6 Q. Just to be clear, that's based on your

7 personal knowledge of the communications that you

8 have had with Dr. Jara, correct?

9 A. That's the only knowledge I have is my

10 personal knowledge.

11 Q. And sitting here today, there's been no

12 presentation of any of the text messages that you

13 yourself have with Dr. Jara concerning the contents

14 or subject matters that you referenced earlier

15 today, right?

16 A. Correct.

17 Q. All right. You agree with me that ESEA

18 can choose the makeup of its negotiation team,

19 right?

20 A. I agree that as --

21 MR. SORENSEN: Objection.

22 THE WITNESS: -- the bargaining agent

23 they can determine.

24 MR. SORENSEN: -- knowledge. Why would

25 he have knowledge of their bargaining unit? Of

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1 their -- their ability to choose their bargaining

2 unit?

3 MS. HERRERA: He's the executive director

4 for CCA. He has firsthand knowledge of what it

5 takes to makeup a negotiation time on behalf of CCA.

6 MR. SORENSEN: But you said of ESEA.

7 MS. HERRERA: Yes. And I said you would

8 agree that ESEA can choose the makeup of its

9 negotiation team.

10 MR. SORENSEN: He has nothing to do with

11 ESEA contract.

12 MS. HERRERA: It's by analogy the same

13 question. If he's aware of how CCA can makeup its

14 negotiation team, he can opine as to whether or not

15 ESEA can choose the makeup of its own team.

16 MR. SORENSEN: I -- unless he has some

17 particular knowledge of ESEA agreement, I don't know

18 why he would know this.

19 CHAIRWOMAN WILLIAMS: Let's overrule it

20 and we'll take it in its weight. You can answer.

21 We'll allow it. Overruled.

22 BY MS. HERRERA:

23 Q. You agree that ESEA can choose the makeup

24 of its negotiation team, do you not?

25 A. I would assume they do. I don't know for

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1 firsthand because they are the union, I assume they

2 write their constitution, bylaws, rules, policies.

3 Q. Well, you agree that the School District

4 can't dictate to ESEA or any other bargaining agent

5 who their negotiation team should be?

6 A. What was the first part of it?

7 Q. Sure. You would agree with me that the

8 Clark County School District cannot dictate to ESEA

9 or any other union that it recognizes who should be

10 on their negotiation team --

11 A. Correct.

12 Q. -- correct?

13 A. Correct.

14 Q. So in the same way that the Clark County

15 School District cannot tell CCA who makes up their

16 negotiation team, the Clark County School District

17 cannot dictate to ESEA who will be on their team,

18 correct?

19 A. Correct.

20 Q. You would also agree with me that the

21 Clark County School District cannot refuse to

22 bargain with ESEA because of who it selects to be

23 their representatives in negotiations, correct?

24 A. Correct.

25 Q. Now, Mr. Vellardita, isn't it true that

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1 you have known about individuals affiliated with  
 2 Teamsters having been participants in the  
 3 negotiation team for ESEA in negotiations prior to  
 4 this 2023 biennium?  
 5 A. Restate that.  
 6 Q. Sure. Isn't it true that prior to 2023,  
 7 you were aware that individuals affiliated with  
 8 Teamsters were part of the ESEA's negotiation team  
 9 with the Clark County School District?  
 10 A. What negotiations? For the 2021  
 11 negotiations?  
 12 Q. Yes.  
 13 A. I -- I was aware by Fred Horvath that  
 14 they were part of it.  
 15 Q. Mr. Vellardita, you agree that the  
 16 District always has finite resources in  
 17 negotiations, right?  
 18 A. That they have finite resources?  
 19 Q. Yes.  
 20 A. Could you define finite? What do you  
 21 mean? By limited or fixed?  
 22 Q. Yes.  
 23 A. Their resources are by in large  
 24 determined by state legislature. So that in that  
 25 context whatever is given to them is what they work

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1 with short of what other sources of revenue they may  
 2 have.  
 3 Q. Mr. Vellardita, you agree that the  
 4 District is not permitted to interfere with the  
 5 operations of a bargaining agent, right?  
 6 A. Correct.  
 7 Q. So much like CCA, the District is  
 8 precluded from interfering with how ESEA operates  
 9 its business, correct?  
 10 A. Correct.  
 11 Q. And that includes how it decides to  
 12 service the memberships it's charged with  
 13 representing, correct?  
 14 A. Unless it breaks the law, correct.  
 15 Q. You recognize that as of today there has  
 16 been no recognition by the Clark County School  
 17 District of Teamsters under NRS 288.160, right?  
 18 A. Correct.  
 19 Q. Now, even assuming that the Clark County  
 20 School District had made some type of determination  
 21 to split that bargaining unit of support  
 22 professionals into two, CCA in that case would have  
 23 the right to appeal that decision, correct?  
 24 A. I think it depends under the  
 25 circumstances the timing of when that bifurcation

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1 occurs when it's presented before the Board. That's  
 2 my best answer.  
 3 Q. Well, you would at minimum agree that CCA  
 4 would have to be aggrieved by any type of  
 5 bifurcation determination by the Clark County School  
 6 District, correct?  
 7 A. You used the word aggrieved?  
 8 Q. Yes.  
 9 A. Could you explain in the --  
 10 Q. Harmed.  
 11 A. -- context of your question?  
 12 MR. SORENSEN: Objection. It's asking  
 13 for a legal conclusion.  
 14 CHAIRWOMAN WILLIAMS: Sustained. Please  
 15 continue.  
 16 MS. HERRERA: No further questions.  
 17 MR. FLAHERTY: I have no questions.  
 18 CHAIRWOMAN WILLIAMS: No questions.  
 19 Okay.  
 20 MR. SORENSEN: Well --  
 21 CHAIRWOMAN WILLIAMS: I'm sorry.  
 22 MR. SORENSEN: No problem.  
 23 REDIRECT EXAMINATION  
 24 BY MR. SORENSEN:  
 25 Q. What was your understanding of Fred

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1 Horvath's level of participation in the 2021  
 2 negotiations?  
 3 A. What he represented to me, he was, my  
 4 words, kind of a, not a very active participant.  
 5 Was present during negotiations, but wasn't the  
 6 spokesperson for the negotiation sessions. And  
 7 that's in contrast to what took place later in the  
 8 '22.  
 9 Q. And to your knowledge is CCSD permitted  
 10 to deduct dues for non-members of a union of a  
 11 bargaining unit?  
 12 MS. HERRERA: Objection; calls for a  
 13 legal conclusion.  
 14 MR. FLAHERTY: Objection; vague.  
 15 MR. SORENSEN: Withdrawn.  
 16 CHAIRWOMAN WILLIAMS: Okay. Do you want  
 17 to continue?  
 18 MR. SORENSEN: I have nothing.  
 19 CHAIRWOMAN WILLIAMS: Anything from the  
 20 Board? Sandy, do you have any questions?  
 21 MS. MASTERS: I don't think so. Thank  
 22 you.  
 23 MR. URBAN: Nothing.  
 24 CHAIRWOMAN WILLIAMS: Nothing. All  
 25 right. Okay. So you may be excused and subject to



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1 recall.  
 2 Anymore witnesses that you would like  
 3 to --  
 4 MR. SORENSEN: No.  
 5 CHAIRWOMAN WILLIAMS: No. Okay.  
 6 MR. SORENSEN: That's all of our  
 7 witnesses, but I did want to turn to my motion to  
 8 compel.  
 9 We've heard testimony from Fred that he's  
 10 unsure -- Fred, Mr. Horvath, that he's unsure as to  
 11 some of the communications would have been related  
 12 to bargaining were text messages.  
 13 We heard from Dr. Jara with similar some  
 14 of them, which means to me Dr. Jara was not asked to  
 15 look through them as he would know for sure right  
 16 now if any of those communications were related to  
 17 bargaining.  
 18 We've also heard from Mr. Vellardita that  
 19 there were many more communications than just a few  
 20 or some as Dr. Jara purported in his testimony.  
 21 So I would like to review my motion to  
 22 compel the text communication with Dr. Jara pursuant  
 23 to the subpoena.  
 24 MS. HERRERA: Yeah. If I may, I'm a  
 25 little confused now about the scope of the motion to

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1 compel based on Mr. Sorensen's statements. But to  
 2 be clear, the subpoena asked for communications from  
 3 superintendent Dr. Jara to Teamsters Local 14, not  
 4 to Mr. Vellardita or someone within CCA just to kind  
 5 of make that clear.  
 6 MR. SORENSEN: Right. That just goes to  
 7 his credibility because he, Mr. Jara represented  
 8 that there were -- the communications were more  
 9 limited. Mr. Vellardita represented there were  
 10 hundreds of communications between him and Dr. Jara.  
 11 MS. HERRERA: And that's again between  
 12 CCA within the last year, not within the whole --  
 13 hold on. Not even within the scope of the subpoena  
 14 and the limitations within that subpoena document.  
 15 MR. SORENSEN: As to the --  
 16 MS. HERRERA: So I -- hold on. Just for  
 17 the record, I think Mr. Sorensen is muddying what's  
 18 going on here and what the testimony has been.  
 19 So, again, to be clear, Mr. Vellardita  
 20 testified as to the communications that he has had  
 21 with Dr. Jara with respect to CCA matters and  
 22 otherwise Boards as long as Dr. Jara has been the  
 23 superintendent of the Clark County School District.  
 24 The subpoena in this case is limited to a  
 25 particular period of time, does not concern ESEA.

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1 It's rather communications by Dr. Jara and certain  
 2 individuals within Teamsters locals as identified  
 3 with the subpoena.  
 4 Again, I've made the representation to  
 5 the Board before that responsive documents have been  
 6 provided regarding business-related information that  
 7 the District has in its possession.  
 8 I'm not sure what the basis is for the  
 9 motion to compel or what more Mr. Sorensen is asking  
 10 this Board to do or for the District to that matter.  
 11 MR. SORENSEN: Both Fred Horvath and Dr.  
 12 Jara said that there were business commun -- or that  
 13 there were communications by text regarding matters  
 14 of employees' working conditions. Both of them when  
 15 it was asked, they both said there were some, there  
 16 could be some. Dr. Jara didn't seem clear as to  
 17 whether or not there were any. If Dr. Jara had been  
 18 asked for these or if anybody had gone through them,  
 19 then he would have known. So I am just renewing my  
 20 motion to compel.  
 21 MS. HERRERA: If I may, the testimony  
 22 from Mr. Horvath is not how Mr. Sorensen represented  
 23 it. Rather, Mr. Horvath represented it that the  
 24 messages that had been exchanged by Dr. Jara were by  
 25 and large personal texts, nothing associated with

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1 respect to working conditions. So that's a  
 2 misrepresentation of the record and the testimony.  
 3 MR. SORENSEN: Mr. Horvath did say that  
 4 some communications.  
 5 MS. HERRERA: He did not state text  
 6 messages because the question was not asked.  
 7 Communications included variety of different things,  
 8 including email, verbal, personal communications, as  
 9 well as potentially text messages. But when  
 10 specifically asked about text messages, Mr. Horvath  
 11 said there were by and large all personal.  
 12 MR. SORENSEN: By and large, which means  
 13 that there were some that were not personal. And  
 14 Dr. Jara made a similar comment that they were not  
 15 all personal. That would lead you to believe they  
 16 were not all personal and seemed to be unclear as to  
 17 whether or not they were all personal.  
 18 CHAIRWOMAN WILLIAMS: Sam, are you there?  
 19 MR. TAYLOR: Yes, madam chair.  
 20 Chairwoman WILLIAMS: Can you provide  
 21 some guidance here?  
 22 MR. TAYLOR: The factual dispute appears  
 23 to me between Mr. Sorensen and Ms. Herrera, but, you  
 24 know, maybe this might be something to discuss in  
 25 closed session I think.

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1 CHAIRWOMAN WILLIAMS: Okay.  
 2 MR. TAYLOR: I realize it's kind of a  
 3 pain to go into closed session, but I think it does  
 4 warrant it in this instance.  
 5 MR. URBAN: I'd make a motion to go into  
 6 closed session for 10 minutes or so. Won't take  
 7 very long.  
 8 CHAIRWOMAN WILLIAMS: All right. We'll  
 9 do that. 10 minutes?  
 10 COMMISSIONER SNYDER: In my office.  
 11 MR. URBAN: Yes. Sandy, we'll call you  
 12 from the other line. Same as to you, Sam.  
 13 MR. TAYLOR: Sure.  
 14 (Whereupon, a break was had.)  
 15 CHAIRWOMAN WILLIAMS: Okay. We can go  
 16 back on record. So to address the motion, the  
 17 motion to compel, we're gonna deny the motion to  
 18 compel on the grounds that it's not relevant based  
 19 on the issues of the complaint.  
 20 MR. URBAN: You're gonna make that motion  
 21 and I'll second it, right?  
 22 CHAIRWOMAN WILLIAMS: I'll make the  
 23 motion that we deny the motion to compel based on --  
 24 MS. MASTERS: Second.  
 25 CHAIRWOMAN WILLIAMS: Aye? All in favor?

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1 MR. URBAN: Aye.  
 2 CHAIRWOMAN WILLIAMS: Aye.  
 3 MS. MASTERS: Aye.  
 4 MR. TAYLOR: Aye.  
 5 CHAIRWOMAN WILLIAMS: Okay. Let's see.  
 6 Where are we at?  
 7 MR. URBAN: The Union rests.  
 8 CHAIRWOMAN WILLIAMS: Oh, does the --  
 9 MR. SORENSEN: Yes.  
 10 CHAIRWOMAN WILLIAMS: -- rest, correct?  
 11 All right. Do you want --  
 12 MR. FLAHERTY: How many witnesses do you  
 13 have?  
 14 MS. HERRERA: I actually have no more  
 15 witnesses --  
 16 CHAIRWOMAN WILLIAMS: No more witnesses?  
 17 MS. HERRERA: -- to present for my  
 18 case-in-chief. Dr. Jara did it.  
 19 CHAIRWOMAN WILLIAMS: Okay. So then --  
 20 COMMISSIONER SNYDER: So are you resting?  
 21 CHAIRWOMAN WILLIAMS: You rest your case?  
 22 MS. HERRERA: I do.  
 23 MR. FLAHERTY: I'm ready to proceed. I  
 24 just want to call and get witness number two over  
 25 here.

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1 COMMISSIONER SNYDER: Okay.  
 2 CHAIRWOMAN WILLIAMS: Okay.  
 3 MR. FLAHERTY: Or text. I'll try text.  
 4 MR. URBAN: Is that Mr. Horvath?  
 5 MR. FLAHERTY: No. Fred's out here.  
 6 MR. URBAN: Again, I wasn't sure if you  
 7 had to call him back again, too.  
 8 MR. FLAHERTY: My first witness is gonna  
 9 be Brian Lee.  
 10 CHAIRWOMAN WILLIAMS: Brian Lee.  
 11 UNIDENTIFIED SPEAKER: Fred's up in the  
 12 room at the end.  
 13 MS. HERRERA: I was gonna say Fred likes  
 14 to disappear and reappear.  
 15 MR. URBAN: That's why I asked.  
 16 UNIDENTIFIED SPEAKER: He promised he  
 17 wouldn't keep us waiting.  
 18 MR. FLAHERTY: I am ready to proceed with  
 19 Brian Lee who I believe has already been sworn.  
 20 CHAIRWOMAN WILLIAMS: Yes. But we  
 21 will --  
 22 MR. URBAN: Remind him of his --  
 23 HEARING MASTER WILLIAMS: Remind him of  
 24 his --  
 25 MR. FLAHERTY: May I? Brian, are you

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1 there?  
 2 THE WITNESS: Yes, I'm here.  
 3 MR. FLAHERTY: Great.  
 4 CHAIRWOMAN WILLIAMS: Hi, Brian.  
 5 THE WITNESS: Oh, you popped up on the  
 6 screen.  
 7 CHAIRWOMAN WILLIAMS: You're back again,  
 8 so we want to remind you of your -- you've been  
 9 sworn in previously for these proceedings.  
 10 THE WITNESS: Yes.  
 11 CHAIRWOMAN WILLIAMS: Okay. All right.  
 12 DIRECT EXAMINATION  
 13 BY MR. FLAHERTY:  
 14 Q. How long, Mr. Lee, have you been the  
 15 executive director of NSEA?  
 16 A. A little bit over eight years.  
 17 Q. Okay. And as I understood your testimony  
 18 earlier is about four or five years you were acting  
 19 in some capacity also as the executive director of  
 20 ESEA?  
 21 A. Yes. Off and on.  
 22 Q. And what is the relationship between NSEA  
 23 and ESEA?  
 24 A. ESEA is what's known as a local  
 25 affiliate. They have one of our -- they administer

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1 one of our bargaining units at the county level and  
 2 NSEA is the state affiliate of the National  
 3 Education Association. So we represent members at  
 4 the state wide level. So it's kind of like a local  
 5 and international union. We are right smack down in  
 6 the middle of the state, but they are subservient to  
 7 us in the contract constitution bylaws and a variety  
 8 of other issues.

9 Q. When you say subservient, are you talking  
 10 about contractual commitments in the bylaws?

11 A. Yes. Contractual in the bylaws and any  
 12 other forms that they are to -- their constitutional  
 13 bylaws of -- in way to our constitution bylaws to  
 14 the extent that they -- to the extent that they have  
 15 conflicts.

16 Q. Are ESEA and NSEA separate corporations?

17 A. Yes.

18 Q. Okay. Is ESEA -- excuse me. Does NSEA  
 19 have other local affiliates in Nevada?

20 A. Yes.

21 Q. Does NSEA have a local affiliate in every  
 22 school district in Nevada?

23 A. All -- (indiscernible) -- yes.

24 Q. I'm sorry. Did you say all 17?

25 A. Yes.

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1 Q. Okay. What are your roles and  
 2 responsibilities as the ESEA executive director?

3 A. I oversee the staff that are assigned to  
 4 ESEA, I assist with the budget. I assist with the  
 5 governments to ensure that they have the information  
 6 they need to do their jobs. So I work with the  
 7 president, the vice president, and the Board.

8 I also help with the representation of  
 9 the members and make sure that ESEA follows through  
 10 with its obligations under bylaws, policies, and any  
 11 other legal obligations that it has.

12 Q. And those ob --

13 A. And I also ensure that they enforce the  
 14 contract.

15 Q. Okay. And those roles and  
 16 responsibilities that you just described, were those  
 17 equally applicable in 2019 when ESEA Local 14  
 18 entered into the agreement?

19 A. Yes.

20 Q. Okay. So you've heard some testimony  
 21 about the representation contest between ESEA and  
 22 Local 14, correct?

23 A. Yes.

24 Q. What was your role in that contest in  
 25 terms of your responsibilities as ESEA executive

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1 director?

2 A. I was not -- so the contract, the  
 3 representation contest last election started around  
 4 the same time in 2015 or was ending at the same time  
 5 in 2015 as I was starting in 2015. I was not at the  
 6 time the ESEA executive. I was the NSEA executive  
 7 director, but I helped oversee the response in ESEA  
 8 in that election.

9 And then in the ensuing years, years of  
 10 litigation that resulted as a result of that contest  
 11 that went to the EMRB and went to the supreme court,  
 12 at various times I was also the ESEA executive  
 13 director and the executive director.

14 Q. Was there more than one representation  
 15 election?

16 A. Yes. There were multiple. I believe  
 17 there were three.

18 Q. And what efforts and resources did ESEA  
 19 put into those elections?

20 A. They put staff time as well as money  
 21 for -- to -- for communications to the members.  
 22 They also divided the interests of the unions, so  
 23 that it spent a lot of its time attempting to fight  
 24 back on that representational election. So they  
 25 poured millions of dollars into staff resources and

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1 time into that election.

2 Q. That millions of dollars, did some of  
 3 that come from -- or a lot of that come from NSEA  
 4 and NEA?

5 A. NSEA and NEA also assisted in a lot of  
 6 the money that was used by ESEA was -- came from  
 7 those two organizations. And also those two  
 8 organizations also spent some of their own  
 9 resources. Large amounts of their own resources as  
 10 part of that 20 year representational.

11 Q. You already indicated there were hearings  
 12 about the EMRB. Were there more than one?

13 A. There were many more than one.

14 Q. Okay. How about proceedings in district  
 15 court? Do you know how many there were?

16 A. I don't know over the full 20 years, but  
 17 you know that there were a significant number of  
 18 individual instances in which it happened and  
 19 significant number of hearings each time that it did  
 20 happen.

21 Q. And the Nevada Supreme Court?

22 A. I believe there were three separate cases  
 23 decided by the Nevada Supreme Court.

24 Q. Is it possible there were more than  
 25 three?

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1 A. It is possible. There were at least  
2 three.  
3 Q. Was the contest, the representation  
4 contest, a financial strain for NSEA and ESEA?  
5 A. Very much so. It was a financial strain  
6 on both organizations, but primarily on ESEA as  
7 well.  
8 Q. Aside from the financial strain, did the  
9 contest otherwise strain ESEA and NSEA?  
10 A. Yes. It took away our staff that would  
11 be better spent representing members because we had  
12 the -- the grievances and a variety of other things  
13 because we just had divided interests to make sure  
14 that the unions were able to fight for their unions  
15 in representational elections. It did split parts  
16 of our union and result in negative outcomes  
17 overall.  
18 Q. What's the mission of ESEA?  
19 A. Mission of ESEA is to -- to represent its  
20 members, to win good contracts, to improve the lives  
21 of their members, and also to improve the lives of  
22 the students in which they serve.  
23 Q. Did the representation contest with Local  
24 14 make it more difficult to fulfill that mission?  
25 A. Very much more difficult. It drained the

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1 resources, the time and the ability of the  
2 organization to advocate for its own members and for  
3 the students.  
4 Q. And I think what was the outcome? What  
5 finally happened in this representation contest?  
6 A. The final action in the representation  
7 contest was a determination that -- by the Nevada  
8 Supreme Court that Teamsters Local 14 did not have  
9 sufficient motives to supplant ESEA. As a result,  
10 ESEA remained the exclusive bargaining  
11 representative.  
12 The Teamsters election was dismissed,  
13 was -- the Teamsters were found not to have  
14 sufficient -- enough votes to win, and the -- I  
15 believe the election was eventually dismissed  
16 following the supreme court case, but there was  
17 always a possibility of it being re-filed.  
18 Q. Okay. Which brings us to the ESEA Local  
19 14 agreement.  
20 You still have Joint Exhibit 5 handy?  
21 A. Give me one second. Yes, I do. Let me  
22 just scroll down to it. Yes, I'm at Joint Exhibit 5  
23 which appears to be the agreement between the  
24 Teamsters and the ESEA.  
25 Q. Were you involved in the negotiation of

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1 that agreement?  
2 A. Yes.  
3 Q. Can you describe that process for us in  
4 terms of, you know, where it happened, who was  
5 there, when it happened, how long it took?  
6 A. Yes. I remember it vividly. So it  
7 happened at the National Labor College outside of  
8 Washington, D.C. The International Brotherhood of  
9 Teamsters Internationals had a representative there  
10 as well as representatives from the National  
11 Education Association.  
12 I attended as the ESEA executive director  
13 at the time and representative of the Nevada State  
14 Education Association. President Virginia Mills of  
15 ESEA was not able to be there in person but attended  
16 via virtually for all events. Larry I believe from  
17 the Teamsters was there as well as his vice  
18 president at the time whose name escapes me. I  
19 believe Fred Horvath may have also been there.  
20 The parties had agreed on hiring a former  
21 head of the NLRB in order to help us reach this  
22 agreement. The negotiations were slated to take  
23 place over three or four days.  
24 So the first couple of -- the first day  
25 was mainly the meaning of the shuttle diplomacy,

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1 second day was shuttle diplomacy, the third day we  
2 came together for an event.  
3 Q. When you say shuttle diplomacy, you're  
4 talking about the mediator meeting separately with  
5 Teamsters and NEA and NSEA and ESEA?  
6 A. Yes.  
7 Q. And then conveying messages back and  
8 forth?  
9 A. Yes.  
10 Q. Okay. Would you turn to page five of  
11 Joint Exhibit 5. Who signed the agreement on behalf  
12 of ESEA?  
13 A. President Virginia Mills.  
14 Q. Okay. You indicated that Ms. Mills did  
15 not participate in person at the meeting and she was  
16 on the telephone?  
17 A. She was virtual, not on the telephone.  
18 Q. Okay, thank you. And why was Ms. Mills  
19 not there in person?  
20 A. She had a medical emergency. Originally  
21 we were scheduled to have the meeting earlier, but  
22 because of a medical emergency on her part which had  
23 caused issues with her mobility, we had to first  
24 extend the period of time for us to negotiate and  
25 then to conduct the negotiations virtually on her

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1 part.  
2 Q. So in kind of just broad terms, did Ms.  
3 Mills -- did Ms. Mills have health issues?  
4 A. She did.  
5 Q. Okay. And is Ms. Mills now deceased?  
6 A. Yes, she is.  
7 Q. Okay. You also mentioned that Larry was  
8 there at the meeting in Washington, D.C., on behalf  
9 of Teamsters.  
10 Who signed this agreement on behalf of  
11 Local 14?  
12 A. It would have been Larry. It would have  
13 been Larry as the secretary/treasurer.  
14 Q. Okay. I'm just looking for his last  
15 name. We're talking about Larry Griffith, correct?  
16 A. Larry Griffith, yes.  
17 Q. Yes. Thank you, thank you. So he was  
18 there in Washington, D.C. And is it also the case  
19 that Mr. Griffith has passed away?  
20 A. Yes.  
21 Q. Okay. Who is the president of ESEA now?  
22 A. Jan Jiles.  
23 Q. Was Ms. Jiles involved in the  
24 negotiations of this agreement?  
25 A. No. I believe Virginia made her somewhat

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1 aware of these other negotiations, but she was not  
2 president at the time.  
3 Q. And is that just simply the fact that Ms.  
4 Mills was the president of ESEA at that time?  
5 A. Yes.  
6 Q. Okay. Were there any officials or  
7 representatives of the Clark County School District  
8 involved in the negotiation or drafting of this  
9 agreement, Joint Exhibit 5?  
10 A. No.  
11 Q. Did you and Virginia Mills ever have a  
12 meeting with Clark County School District  
13 Superintendent Jara regarding Joint Exhibit 5, the  
14 ECA (sic), Local 14 agreement?  
15 A. Yes.  
16 Q. Was that meeting with Dr. Jara before or  
17 after ESEA and Local 14 had finalized the agreement?  
18 A. It was after.  
19 Q. So what's the purpose of the agreement?  
20 A. The purpose of the agreement is to --  
21 THE COURT REPORTER: I'm sorry. I can't  
22 hear. There's noise.  
23 THE WITNESS: Sorry. The purpose of the  
24 agreement was to put aside the 20 year  
25 representation of elections to join together for

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1 what -- what was best for all of the members within  
2 the ESEA bargaining unit and to ensure labor peace  
3 so that we could win better benefits, hours, and  
4 other conditions of working conditions for our  
5 members. And then through that, be able to improve  
6 public education in Clark County School District.  
7 BY MR. FLAHERTY:  
8 Q. When you talk about improving terms and  
9 conditions of employment for your members, are you  
10 talking about the entirety of the ESEA bargaining  
11 unit or just Unit 1 or just Unit 2?  
12 A. I'm talking about the entirety of the  
13 bargaining.  
14 Q. I'm sorry. The entirety of the  
15 bargaining unit?  
16 A. I am talking about the entirety of the  
17 bargaining unit.  
18 Q. Yeah. Just sometimes your volume cuts  
19 out.  
20 MR. URBAN: And now he's disappeared.  
21 BY MR. FLAHERTY:  
22 Q. Brian, can you hear us?  
23 A. I can hear you just fine.  
24 Q. Okay, good. Good.  
25 MS. HERRERA: I think Debbie just joined.

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1 MR. URBAN: I think you're right.  
2 MS. HERRERA: Debbie Staton.  
3 MR. FLAHERTY: I wouldn't want to  
4 overstep myself, but I suppose the Chair could  
5 remind everybody who is not testifying to mute their  
6 microphones.  
7 CHAIRWOMAN WILLIAMS: Okay.  
8 COMMISSIONER SNYDER: It shows they're  
9 muted.  
10 MR. FLAHERTY: Oh, does it?  
11 CHAIRWOMAN WILLIAMS: It does.  
12 MR. FLAHERTY: Maybe it was just a  
13 momentary thing.  
14 MR. URBAN: I just want to make sure is  
15 that a -- previously a witness?  
16 COMMISSIONER SNYDER: No, she's not a  
17 witness.  
18 MR. URBAN: Okay. Just want to make  
19 sure.  
20 BY MR. FLAHERTY:  
21 Q. Could you turn to the first page of Joint  
22 Exhibit 5 and look at the paragraph numbered one at  
23 the bottom and read out loud to us just the very  
24 first sentence of that paragraph.  
25 A. ESEA will administratively bifurcate the

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1 bargaining unit into two subunits. Unit 1, quote,  
2 unquote, and Unit 2, quote, unquote.  
3 Q. Can you please describe the bargaining  
4 unit referred to therein that's being  
5 administratively bifurcated?  
6 A. The bargaining unit is the ESEA  
7 bargaining unit.  
8 Q. And does that consist of all support  
9 staff employees of the Clark County School District?  
10 A. It does consist of all support staff  
11 employees of the Clark County School District.  
12 Q. So what does it mean when it says that  
13 ESEA will administratively bifurcate the unit? Why  
14 the word administratively? What does that signify?  
15 A. It signifies that we're doing it  
16 internally within our own union organization as  
17 opposed to some other form of bifurcation. There  
18 are -- there's later bif -- references to  
19 bifurcation through the Clark County School District  
20 or through the EMRB, and we wanted to differentiate  
21 between the two because the initial step is to do it  
22 internally in how people are -- receive services  
23 within the bargaining unit.  
24 Q. All right. Let's go ahead and pin that  
25 down now. Let's turn to paragraph 12 of Joint

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1 Exhibit 5, which is on page four.  
2 A. I see it.  
3 Q. Is that -- is that the other reference to  
4 bifurcate that you were indicating?  
5 A. Yes. This is the other section where we  
6 would engage CCSD or the EMRB in the event that we  
7 hit a certain metric.  
8 Q. And is that certain metric 50 percent  
9 plus one of the eligible met with -- of the  
10 employees in Units 1 and 2 respectively?  
11 A. Yes.  
12 Q. Okay.  
13 A. Yes.  
14 Q. Let's go ahead and look at pages seven  
15 and eight of Joint Exhibit 5. Seven is actually  
16 just a cover page that says Exhibit A.  
17 So what are we looking at here on page  
18 eight of Joint Exhibit 5?  
19 A. This is the administrative bifurcation of  
20 Units 1 and 2. It references all families that were  
21 administratively used within NSEA, so that it can  
22 clarify the various types of work every -- within  
23 ESEA and NSEA and the NEA family as a whole.  
24 We take all of the Education Support  
25 Professional jobs and place them into one of various

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1 job families, one of which was -- and there was  
2 referenced earlier by someone else that the  
3 differentiation appears to be between white collar  
4 and blue collar. More closely it is who works  
5 inside of a school building and who works primarily  
6 outside of the school building. There are  
7 differences and -- but that's the general core  
8 relation between this.  
9 Q. Okay. So you indicated that would it be  
10 Unit 1 that more often works inside school  
11 buildings?  
12 A. Yes. Unit 1 more often works inside the  
13 school buildings and Unit 2 more often works outside  
14 the school buildings.  
15 Q. Were there any other reasons that ESEA  
16 and Local 14 thought that day-to-day representation  
17 of the unit should be sort of split up in this  
18 fashion?  
19 A. Yes. Over the 20 years of  
20 representational election, we determined that there  
21 were affinity groups between some of our members.  
22 Some were more likely just in the day-to-day  
23 recordkeeping of running a representation election,  
24 some were more likely to be supportive of ESEA, and  
25 some were more supportive of Teamsters Local 14 in

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1 that representational election.  
2 So when we were bifurcating the units, we  
3 also took a look at which organization of the two  
4 would be more likely to be able to represent those  
5 members well in the event that they needed to take  
6 care of representational issues that showed up  
7 within the ESEA bargaining unit. So that factored  
8 into it as well.  
9 The members in Unit 2 were from areas  
10 that were more supportive of the Teamsters  
11 representational election and the opposite for Unit  
12 1 folks.  
13 Q. Did the fact that the folks in Unit 2  
14 were more supportive of Local 14, in your estimation  
15 did that improve the odds that they'd actually join  
16 the union?  
17 A. Yes. The point of this agreement was  
18 also to ensure that the largest percentage of the  
19 bargaining unit joined a union.  
20 Q. I'm sorry. The largest percentage of  
21 bargaining unit what?  
22 A. Joined a union.  
23 Q. Okay.  
24 A. As opposed to remain nonunion.  
25 Q. Did ESEA ever inform the Clark County

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1 School District that there was no longer a single  
 2 support staff bargaining unit in the CCSD?  
 3 A. No. It wouldn't be true.  
 4 Q. Is there not more than one support staff  
 5 bargaining unit in the CCSD?  
 6 A. No.  
 7 Q. Were it not for the agreement, Joint  
 8 Exhibit 5, the agreement between ESEA and Local 14,  
 9 would Local 14 employees and agents have the ability  
 10 to be at CCSD work sites providing representation to  
 11 members of the ESEA bargaining unit in the Clark  
 12 County School District?  
 13 A. If not for this agreement, Local 14 staff  
 14 would not be admitted to the school buildings to  
 15 provide representation or basically entrance to the  
 16 school buildings.  
 17 Q. What is a UniServ director?  
 18 A. A UniServ director is what we -- is a  
 19 term used with any NEA family referred to what is  
 20 commonly known as a unit -- as a union  
 21 representative or a business agent elsewhere. They  
 22 administer the contracts, they do contract  
 23 negotiations, they assist members on a day-to-day  
 24 basis, but they're commonly known elsewhere as union  
 25 representatives or business agent.

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1 Q. Are UniServ directors sometimes referred  
 2 to as UDs for short? Capital U, capital D?  
 3 A. Yes, they are. That's the far more  
 4 common reference to them.  
 5 Q. Are there UniServ directors currently  
 6 assigned by the Nevada State Education Association  
 7 to assist ESEA?  
 8 A. Yes.  
 9 Q. Okay. Who are those UDs?  
 10 A. Those UDs are Debbie Staten and Betty  
 11 Luna. They are employees of NSEA, not employees of  
 12 ESEA, and they supply representational services to  
 13 ESEA members.  
 14 Q. Do you know how long that arrangement --  
 15 and by that arrangement, I mean NSEA permanently  
 16 assigning its staff UDs to assist ESEA. Do you know  
 17 how long that arrangement's been in place?  
 18 A. I know from the records of the business,  
 19 not personally obviously, I know from the records of  
 20 the business that that practice of NSEA supplying  
 21 unit representational services has gone back at  
 22 least to the early '80s.  
 23 Q. So just to be clear, are Ms. Luna and Ms.  
 24 Staten ESEA or NSEA employees?  
 25 A. They are NSEA employees.

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1 Q. And am I correct that neither Ms. Luna  
 2 nor Ms. Staten are also employees of the Clark  
 3 County School District?  
 4 A. They are not employees of CCSD.  
 5 Q. Isn't there an agreement between ESEA and  
 6 NSEA for Ms. Staten and Ms. Luna to assist ESEA in  
 7 its representation of the Clark County School  
 8 District support staff bargaining unit?  
 9 A. Yes. There's an agreement between ESEA  
 10 and NSEA to provide staff to UniServ directors. It  
 11 does not specify the names, but those are the two  
 12 people who do the work.  
 13 Q. Is that agreement something new or has it  
 14 been around awhile?  
 15 A. It was recently renegotiated, but that's  
 16 the agreement that dates back to at least the early  
 17 1980s.  
 18 Q. Does that agreement provide financial  
 19 compensation to NSEA for the representational  
 20 services Ms. Staten and Ms. Luna render on behalf of  
 21 ESEA?  
 22 A. Yes. NSEA charges dues to its members.  
 23 ESEA collects those dues on behalf of NSEA. Those  
 24 are not ESEA dues. They are NSEA dues that are  
 25 collected, and those dues are remitted to NSEA.

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1 Q. And a portion of the total collective  
 2 dues also goes to NEA, correct?  
 3 A. Yes.  
 4 Q. Okay. Over the years, has NSEA arranged  
 5 for other individuals, other individuals who are  
 6 neither ESEA, nor CCSD employees to provide  
 7 assistance to ESEA in its representation of the  
 8 bargaining unit?  
 9 A. Yes. Many times.  
 10 Q. Who were those representatives and where  
 11 did they come from?  
 12 A. You were one of them actually, Frank.  
 13 You helped me in the negotiations. You were neither  
 14 an employee of the ESEA or the NE -- ESEA or the  
 15 school district. You were actually the general  
 16 counsel for NSEA and hold that -- hold that  
 17 responsibility among other hats.  
 18 We also have representatives from the  
 19 Nevada -- from the National Education Association,  
 20 the NEA, that come in and provide services directly  
 21 to our members as well. And I believe in the past  
 22 we have also -- and also from time to time had short  
 23 term contract employees. So that has as of recent  
 24 years fallen on a favor.  
 25 Q. Okay. Please take a look at Joint

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1 Exhibit 10 and tell us what it is.  
2 A. This is a letter that I wrote in the year  
3 of -- in November. It specified the authorized  
4 agents of ESEA. I wrote it as the executive  
5 director of ESEA.  
6 Q. And just to put a fine point on it, you  
7 said you wrote it in November. Was that November  
8 10, 2019?  
9 A. Yes.  
10 Q. Okay. There's a list -- there's of list  
11 of individuals there in the first page.  
12 Are any of those individuals employees of  
13 ESEA?  
14 A. No.  
15 Q. Well, what about Ricci Jones in 2019?  
16 A. Ricci Jones is a NSEA assigned employee  
17 that is assigned permanently to ESEA.  
18 Q. Okay. So none of these folks are ESEA  
19 employees?  
20 A. No.  
21 Q. Okay.  
22 A. ESEA has its own employees.  
23 Q. Same list right there on page one of  
24 Joint Exhibit 10, are any of those individuals  
25 representatives of or affiliated with Teamsters

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1 Local 14?  
2 A. Yes.  
3 Q. Okay. More than one?  
4 A. More than one.  
5 Q. Okay. Let's go back to Joint Exhibit 5  
6 and turn to page two of the ESEA Local 14 agreement.  
7 And take a look at paragraph number three.  
8 Is that part of the agreement, the  
9 arrangement for the financial compensation for Local  
10 14 pursuant to the agreement?  
11 A. Yes.  
12 Q. Please turn to page three of the  
13 agreement, Joint Exhibit 5, paragraph number 9.  
14 Can you explain what it means for ESEA  
15 and Local 14 to promise not to raid each other?  
16 A. Raid each other is a non-raid agreement  
17 specifies that you will neither seek nor accept the  
18 membership of another or of a member of the ESEA  
19 bargaining unit if you're union or attached to other  
20 than what's specified in this agreement or attempt  
21 to unseat the other at a representational election.  
22 Q. Is that -- is that part -- is this part  
23 of the agreement important?  
24 A. Yes. It's the heart of the agreement.  
25 No-raid agreements are a very common agreement

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1 within the labor field among labor unions in order  
2 to bring long-term labor peace and to make sure that  
3 the unions are able to represent their members.  
4 Q. Does this promise in paragraph number 9,  
5 does that help make ESEA a more effective advocate  
6 for Clark County School District support staff?  
7 A. Yes. Absolutely. By allowing the union  
8 to refocus any -- any resources that would be used  
9 to port or raid or attempt to stop a raid, we can  
10 refocus into assuring that the representational  
11 activities of the organization are well funded and  
12 staffed.  
13 Q. Let's turn back to paragraph number 12  
14 again on page four of Joint Exhibit 5. We already  
15 kind of talked about this.  
16 Now, I noticed in paragraph number 12 we  
17 don't talk about administratively bifurcating. We  
18 just talk about bifurcating.  
19 Do you see that?  
20 A. Yes. Yes.  
21 Q. So what's -- why the difference? Why --  
22 why do we say administratively in paragraph number  
23 three and just bifurcate in paragraph number 12?  
24 A. Because the -- the two terms are  
25 basically mean -- have two different meanings.

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1 Administratively bifurcate, for instance as I  
2 explained before, the ESEA had already had nine  
3 families which we had separated people into. That  
4 was internal within the organization. That's not  
5 bifurcating a unit. It's not splitting it into nine  
6 units, it's not nine separate contracts. It's just  
7 an administrative way within our own organization to  
8 ensure that the members are into areas where they  
9 can be, so that they can elect members of the ESEA  
10 Board or do other things with.  
11 As for the bifurcation in section  
12 paragraph 12, that refers to the legal bifurcation  
13 process spelled out I believe in 288. And is done  
14 and it proposes to either do it through a consent of  
15 the employer if the employer agrees that there's a  
16 separate committee in nature to allow for  
17 bifurcation or through the EMRB process. There's no  
18 guarantee that bifurcation would result, but there  
19 is a guarantee that there -- that would be sought  
20 upon the certain metric.  
21 Q. Now, the ESEA and the Clark County School  
22 District agreed to actually split the ESEA  
23 bargaining unit into the Unit 1 and Unit 2 shown on  
24 page eight of Joint Exhibit 5?  
25 A. No.



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1 Q. Please turn to page four of Joint Exhibit  
2 5, paragraph number 13.  
3 There is a reference in there to ESEA  
4 notifying CCSD about disclaiming interest in Unit 2.  
5 Can you explain that to us?  
6 A. So yes. If a union does not want wish to  
7 represent a -- just from my previous experience with  
8 the MRB, if a union chooses not to represent a  
9 member of a group, a bargaining unit or piece of a  
10 bargaining unit going forward, they can disclaim  
11 interest stating that they no longer wish to be the  
12 exclusive bargaining representative over a piece of  
13 the bargaining unit or over the whole of the  
14 bargaining unit.  
15 Q. And he --  
16 A. So when we say disclaim interest, it  
17 would be to state that do not wish to continue as  
18 the exclusive bargaining representative over a piece  
19 of the bargaining unit.  
20 Q. Has ESEA ever at any time informed the  
21 Clark County School District that it is disclaiming  
22 interest in the representation of support staff  
23 employees in the job families grouped in Unit 2 of  
24 the ESEA, Local 14 agreement?  
25 A. No.

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1 Q. Is there more than one bargaining unit  
2 for the support staff employees of the Clark County  
3 School District?  
4 A. No.  
5 Q. Is there more than one collective  
6 bargaining unit for the support staff employees of  
7 the Clark County School District?  
8 A. No.  
9 Q. Who negotiates that one collective  
10 bargaining agreement on behalf of the support staff  
11 employees of the Clark County School District?  
12 A. As the exclusive bargaining  
13 representative, it would be the ESEA.  
14 Q. Okay. Does Local 14 assist ESEA in the  
15 negotiation of that collective bargaining agreement?  
16 A. Yes. As authorized representatives of  
17 ESEA.  
18 Q. Were you able to hear the testimony of  
19 Fred Horvath okay?  
20 A. Yes, I was.  
21 Q. Did you hear Fred Horvath explain that  
22 prior to his current position, I think the term he  
23 used was the chief negotiator or negotiator for  
24 ESE -- excuse me -- for Teamsters Local 14?  
25 A. Yes.

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1 Q. As ESEA executive director and advisor to  
2 the ESEA Board, does having someone like Fred  
3 Horvath on your negotiating team sound like a good  
4 idea to you?  
5 A. Yes.  
6 Q. Do you think you might want to listen to  
7 what a guy like Fred Horvath has to say?  
8 A. Yes.  
9 Q. Do you think you might want to let a guy  
10 like Fred Horvath have a conversation with the  
11 superintendent now and then?  
12 A. Absolutely.  
13 Q. How about with Jason Goudie, the  
14 District's chief financial officer?  
15 A. That would be a correct -- that would be  
16 a great idea as well.  
17 Q. Do you have any idea whether or not  
18 Fred's any good with numbers?  
19 A. Fred is amazing at numbers. He used to  
20 run a -- he used to run the member benefits  
21 project -- process over at Teamsters Local 14. And  
22 I believe at one point he worked as a deputy city  
23 manager, so he knows his numbers.  
24 Q. Is the ESEA Local 14 agreement important  
25 for the effective union representation of CCSD

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1 support staff employees?  
2 A. Absolutely. It ensures that -- that the  
3 most number of members have the ability to join a  
4 union. It also ensures that we are able to  
5 concentrate on the poor functions of a union,  
6 negotiating good contracts and in representing our  
7 members.  
8 Q. Is NSEA also affiliated with unions that  
9 represent public school teachers in Nevada?  
10 A. Yes. 15 of the -- sorry. 16 other  
11 counties we are -- we have locals that have the  
12 exclusive bargaining representative title within  
13 those 16 locals.  
14 Q. For the teachers?  
15 A. 16 counties for the teachers.  
16 Q. Okay. Are you generally familiar with  
17 those teacher contracts, those teacher collective  
18 bargaining agreements?  
19 A. Very much so. I've negotiated a number  
20 of them.  
21 Q. Do any of those teacher contracts here in  
22 Nevada provide for payment of teachers of overtime  
23 pursuant to the Fair Labor Standards Act?  
24 A. No.  
25 Q. Are teachers entitled to overtime

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1 compensation under the Fair Labor Standards Act?

2 A. No.

3 Q. Is NSEA also affiliated with either

4 unions in addition to ESEA that represents school

5 district support staff in Nevada?

6 A. Yes.

7 Q. Are you also generally familiar with the

8 collectively bargained agreements for those support

9 staff units?

10 A. Yes. I did a few of those as well.

11 Q. Does either ESEA collectively bargained

12 agreement or the collectively bargained agreements

13 for those other support staff units contain

14 provisions regarding overtime?

15 A. Yes. All of them do.

16 Q. Please turn to Joint Exhibit 2 at pages

17 24 to 25.

18 A. Joint Exhibit 2, pages what?

19 Q. 24 to 25, the ESEA contract. The bottom

20 right, bottom middle. Article 15, if that helps.

21 A. Almost -- almost there. Yes, Article 15,

22 overtime.

23 Q. And I just wanted to highlight that. The

24 entire article is labeled as overtime; is that

25 correct?

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1 A. Yes.

2 Q. And it's one full page plus in the

3 contract, correct?

4 A. Yes.

5 Q. Have you ever seen an article entitled

6 overtime in a teacher contract?

7 A. No.

8 MR. FLAHERTY: I pass the witness. Thank

9 you.

10 CHAIRWOMAN WILLIAMS: Okay. You may

11 cross.

12 CROSS-EXAMINATION

13 BY MR. SORENSEN:

14 Q. Mr. Lee, why not just ask CCSD to

15 recognize or disclaim Unit 2 immediately? Why wait

16 for the 50 percent plus one or for both? Can you

17 hear me? I'm sorry. I notice you're leaning in.

18 A. Sorry.

19 Q. Yeah. Why wait for the 50 plus one of

20 each bargaining -- of each unit, Unit 1 and Unit 2,

21 as opposed to simply disclaiming Unit 2 and asking

22 CCSD to have the Teamsters be recognized?

23 A. For a number of reasons. While -- during

24 the way this was being negotiated back in 2019, ESEA

25 had just won a third of its elections for

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1 representation. And while we were somewhat

2 confident that the people in Unit 2 would be willing

3 to join Local 14 as a -- as part of our authorized

4 representative agreement, we weren't sure of it. So

5 just disclaiming off the bat, it could result in a

6 place where the Local 14 was unable to ensure that

7 those people would be represented and we might lose

8 representation for that contract. So that was one

9 of the things that factored into it.

10 Q. Let's see. For the other affiliates that

11 were mentioned, NSEA and NEA, do any of them receive

12 a hundred percent of the dues for the members that

13 they're providing representation for?

14 A. Yes. Both NSEA and NEA charge separate

15 dues and they receive a hundred percent of them.

16 Q. In addition to the ESEA dues, so the

17 person -- the individual --

18 A. Yes.

19 Q. So walk me through this. I apologize.

20 So an individual joins ESEA and must join NEA and

21 NSEA at the same time?

22 A. Yes.

23 Q. Okay. But as opposed to Teamsters where

24 they join the Teamsters but not ESEA, correct?

25 A. They do not join ESEA. They join the

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1 Teamsters. That is correct.

2 Q. When this agreement was entered into, was

3 there any bylaw change made to reflect the Teamsters

4 status with the ESEA?

5 A. No.

6 Q. No. Can non-members ratify a contract

7 both in a ratification vote for a contract, for an

8 ESEA contract, non-ESEA members or non-members in

9 general?

10 A. Non-members in general, no. There are

11 some non-members that are allowed to vote and Unit 2

12 members who are union are allowed to vote.

13 Q. That's not reflected in the bylaws at all

14 though, correct?

15 A. I haven't looked at the bylaws recently

16 so I wouldn't be able to give a legal opinion on

17 that.

18 Q. Let's see. As opposed to the agreement

19 with the Teamsters, NSEA, and NEA, you said it was a

20 national and local agreement or a state and local

21 agreement; is that correct? That's not the same

22 type of agreement that you have with the Teamsters;

23 is that accurate?

24 A. I don't understand the question.

25 Q. Okay.

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1 A. What you're referring to.  
2 Q. Is your agreement with NSEA an affiliate  
3 agreement? Do you have an affiliation agreement  
4 with them?  
5 A. Yes. Among other agreements, but yes.  
6 Q. Do you have affiliation --  
7 A. It is a multitude agreement.  
8 Q. Do you have affiliation agreement with  
9 NEA?  
10 A. ESEA has an affiliation with NEA dating  
11 back to like 1967 I believe.  
12 Q. But there's no affiliation agreement  
13 between the Teamsters and ESEA, correct?  
14 A. No.  
15 MR. SORENSEN: I think that's all I have.  
16 Thank you.  
17 CHAIRWOMAN WILLIAMS: Okay. Would you  
18 like to redirect?  
19 MR. FLAHERTY: I have no redirect.  
20 COMMISSIONER SNYDER: Oh. Ms. Herrera.  
21 MR. FLAHERTY: Oh, that's true.  
22 CHAIRWOMAN WILLIAMS: I'm sorry.  
23 MS. HERRERA: It's okay. I have no  
24 questions.  
25 CHAIRWOMAN WILLIAMS: Okay. No redirect?

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1 MR. FLAHERTY: No redirect. Mr. Lee's  
2 the party representative and he's subject to recall  
3 for rebuttal possibly.  
4 CHAIRWOMAN WILLIAMS: Okay. You are  
5 excused.  
6 COMMISSIONER SNYDER: Any Board  
7 questions?  
8 CHAIRWOMAN WILLIAMS: Oh, board  
9 questions.  
10 MR. URBAN: Nothing from me.  
11 CHAIRWOMAN WILLIAMS: Sandy?  
12 MS. MASTERS: No.  
13 CHAIRWOMAN WILLIAMS: Okay. All right.  
14 So he's excused subject to recall, Mr. Lee.  
15 Do you rest your case?  
16 MR. FLAHERTY: No. No, I have two more  
17 witnesses. I believe my next witness is here. I'm  
18 gonna see if these she's out here in the waiting  
19 area.  
20 CHAIRWOMAN WILLIAMS: Okay.  
21 Thereupon--  
22 BETTY LUNA,  
23 was duly sworn to tell the truth, the whole truth,  
24 and nothing but the truth and testified as follows:  
25 ///

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1 DIRECT EXAMINATION  
2 BY MR. FLAHERTY:  
3 Q. Can you please state your name for the  
4 record.  
5 A. Well, it's Beatrice Luna Alfonso, but my  
6 job knows me by Betty Luna Alfonso.  
7 Q. Okay. And what is your job?  
8 A. Currently I'm a UD for the NSEA.  
9 Q. For NSEA. And what is your assignment as  
10 an NSEA UD?  
11 A. Well, I represent members who need  
12 assistance, I do grievances, investigatory meetings.  
13 I handle any questions that they might have  
14 regarding the contracts. So I'm basically here to  
15 protect the contract.  
16 Q. Okay. When you talk about representing  
17 members, is there any particular subset of NSEA  
18 members that you represent?  
19 A. So I represent ESEA and I also represent  
20 Lincoln County.  
21 Q. Okay. Is the majority of your work  
22 consumed, your work time spent on ESEA matters or  
23 Lincoln County matters?  
24 A. ESEA by far, yes.  
25 Q. How big is the Lincoln County school

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1 district?  
2 A. Oh, it's not very big at all. Like, I  
3 believe my teachers are like 60 and support staff is  
4 maybe less than that, 40 something. I just got  
5 assigned to it not too long ago. So ESEA is  
6 majority of my work.  
7 Q. How big is the ESEA bargaining unit?  
8 A. Oh, currently -- well, it's -- since I  
9 don't do membership and because Teamsters is helping  
10 us represent, they represent a portion, so I -- for  
11 ESEA, I think there's about maybe 4,000.  
12 Q. Members?  
13 A. Members.  
14 Q. Okay. And just so I'm clear, are you an  
15 employee of ESEA?  
16 A. I'm not. I'm an employee of NSEA.  
17 Q. Okay. Were you ever an employee of ESEA?  
18 A. I was for a very long time.  
19 Q. Okay. When was that?  
20 A. I got hired with ESEA around 2001.  
21 Q. Okay. And what was your position for  
22 ESEA in 2001?  
23 A. So I first got hired to help pay the  
24 doctors that were owed money because the health  
25 trust had dissolved. And then after being a

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1 secretary and helping the UniServ directors, I was  
 2 offered a health desk position. So I did the health  
 3 desk for a very long time.  
 4 Q. Did you ever function as an ESEA case  
 5 manager?  
 6 A. I did.  
 7 Q. What's that entail?  
 8 A. So the ESEA case manager, I was  
 9 responsible for helping the UniServ directors  
 10 scheduling their -- their meetings, their  
 11 arbitrations, their hearings. I sent out all the  
 12 letters to the members. So I was just assisting the  
 13 UniServ directors at that time.  
 14 Q. And when did you become an NSEA UniServ  
 15 director?  
 16 A. I became a UniServ director in 2014.  
 17 Q. Okay. Have you been permanently assigned  
 18 to ESEA since that time?  
 19 A. I have.  
 20 Q. So what are your roles and  
 21 responsibilities as an ESEA UniServ director?  
 22 A. So as an ESEA UniServ director, there's  
 23 my colleague and I that handle the Unit 1 bargaining  
 24 unit, and so my area is the northeast and the  
 25 northwest side of town. And then Debbie and I share

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1 a portion of the east side so it's even.  
 2 Q. You mentioned your colleague and you  
 3 mentioned Debbie. Can we -- is that Debbie Staten?  
 4 A. That's correct.  
 5 Q. Okay. And are you and Debbie Staten  
 6 currently the only two NSEA UniServ directors  
 7 permanently assigned to ESEA?  
 8 A. That's correct.  
 9 Q. Have there been more in the past?  
 10 A. There has. There's been time that we've  
 11 had up to five UD's.  
 12 Q. Okay. How was the representation work  
 13 for the ESEA bargaining unit? Well, maybe you  
 14 already answered this.  
 15 How is it divided between you and Ms.  
 16 Staten? You said something -- you were talking  
 17 geography?  
 18 A. Yeah. So we -- we share areas of town  
 19 just so it's even. So I do the northeast,  
 20 northwest, she does the southwest, southeast, and  
 21 then we share a portion of the east side.  
 22 Q. Okay.  
 23 A. Of all the sites on the east side of  
 24 town.  
 25 Q. Are you aware of the ESEA, Local 14

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1 agreement?  
 2 A. I am aware of that, yes.  
 3 Q. And are you aware of the internal  
 4 designation in there of Unit 1 and Unit 2?  
 5 A. That's correct. Yes, I am aware of that.  
 6 Q. Okay. Do agents or employees of Local 14  
 7 handle some of the representation of certain job  
 8 families in the ESEA bargaining unit?  
 9 A. Yes.  
 10 Q. And is that representation by Local 14  
 11 for the job families that are internally designated  
 12 as Unit 2?  
 13 A. That's correct.  
 14 Q. Does the ESEA Local 14 agreement allow  
 15 you and Ms. Staten to focus your representation work  
 16 on employees in the job families not designated in  
 17 Unit 2?  
 18 A. It does, yes.  
 19 Q. Okay. Prior to the ESEA -- prior to the  
 20 ESEA, Local 14 agreement in late 2019, did you and  
 21 the other ESEA UniServ directors divide the  
 22 representation workup in the same manner or a  
 23 similar manner that you and Ms. Staten do now?  
 24 A. Yes. It's always been like that. We  
 25 each have -- like when we have four, one to the

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1 northeast, northwest, southeast, southwest or we had  
 2 five at one time, that person with the east side, so  
 3 yes, it was divided just like it's divided now.  
 4 Q. And are all your colleagues NSEA  
 5 employees?  
 6 A. All my colleagues were -- no, there's  
 7 been times that we've had NEA staff come in and help  
 8 us organize. They did site visits.  
 9 Q. Let me try it this way: Were any of your  
 10 UD colleagues ESEA employees?  
 11 A. No.  
 12 Q. Okay. At any time did you or anyone else  
 13 at NSEA or ESEA negotiate separate bargaining  
 14 agreements for CCSD support staff based on the way  
 15 that you and the other UniServ directors divided up  
 16 the representation work?  
 17 A. No. There's always been just one  
 18 collective bargaining agreement.  
 19 Q. Okay. Well, moving forward from the ESEA  
 20 Local 14 agreement, did you, any of your colleagues,  
 21 anybody represent sep -- excuse me -- negotiate  
 22 separate collective bargaining agreements for the  
 23 employees in job families in Unit 1 and Unit 2?  
 24 A. No. As a matter of fact, I was present  
 25 in negotiations this time around and it was only one

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1 contract negotiated.  
2 Q. And who was the chief negotiator this  
3 time around?  
4 A. It was Jan Jiles had all the say. She  
5 was -- she's the president of ESEA. And Teamsters  
6 was there with us. They gave input, but it  
7 wasn't -- it wasn't their decision on what -- what  
8 happened.  
9 Q. Okay. So Fred Horvath was part of the  
10 team?  
11 A. Yes, he was.  
12 Q. Okay. So who had the official title of  
13 chief negotiator?  
14 A. So it was ESEA.  
15 Q. Okay.  
16 A. My understanding was Jan Jiles, the  
17 president.  
18 Q. Okay. So over the years have other NSEA  
19 UniServ directors that were not permanently assigned  
20 to ESEA, have they gone into CCSD work sites to help  
21 with the representation of support staff employees?  
22 A. Yes. Even when I wasn't, when I was  
23 doing the health desk, forever they've done that.  
24 Q. Okay. And did they do that as  
25 representatives of ESEA?

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1 A. They would come, yeah. They would help  
2 organize, they would help -- they would go to site  
3 visits, they would help organize, they would do  
4 membership campaigns that we had, site visits, yeah.  
5 Q. Let me try it this way: If someone came  
6 in from the Washoe Education Association, would they  
7 be in there representing employees in their capacity  
8 as an official of WEA or ESEA?  
9 A. Oh, ESEA.  
10 MR. FLAHERTY: I pass the witness.  
11 That's all the questions I have.  
12 CHAIRWOMAN WILLIAMS: Okay. Would you  
13 like to cross?  
14 MR. SORENSEN: Yeah. I have a question.  
15 Well, maybe two, but.  
16 CROSS-EXAMINATION  
17 BY MR. SORENSEN:  
18 Q. Have you been a part of the negotiations  
19 prior to this most recent session?  
20 A. I was prior -- yes, a very, very, very  
21 long time ago.  
22 Q. Could you maybe estimate when?  
23 A. It was probably when I was just beginning  
24 that they wanted to get my feet wet, so they had me  
25 sit in and witness.

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1 Q. So the negotiating team, the first time  
2 that you negotiated as far as the bargaining unit  
3 members that were part of the team, were they also  
4 members of the ESEA?  
5 A. They -- what was the -- it was -- if I  
6 remember correctly, it was the ESEA Board that would  
7 negotiate.  
8 Q. Okay. And in order to be on the Board,  
9 you would have to be an ESEA member, correct?  
10 A. They -- yes, correct.  
11 Q. Okay.  
12 A. Uh-huh.  
13 MR. SORENSEN: So I have nothing further.  
14 Thank you.  
15 CHAIRWOMAN WILLIAMS: Okay.  
16 MS. HERRERA: I have no questions.  
17 CHAIRWOMAN WILLIAMS: No questions?  
18 MR. FLAHERTY: No redirect.  
19 CHAIRWOMAN WILLIAMS: No redirect. Okay.  
20 Board questions?  
21 MR. URBAN: Not from me.  
22 CHAIRWOMAN WILLIAMS: Sandy, any  
23 questions?  
24 MS. MASTERS: No.  
25 CHAIRWOMAN WILLIAMS: Okay. All right.

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1 Okay. You're excused subject to recall?  
2 MR. FLAHERTY: Yeah.  
3 CHAIRWOMAN WILLIAMS: Okay. All right.  
4 Thank you.  
5 (Whereupon, a break was had.)  
6 CHAIRWOMAN WILLIAMS: Okay. I think  
7 we're -- everyone's back, so we can start with your  
8 next witness.  
9 MR. FLAHERTY: Okay, thank you.  
10 DIRECT EXAMINATION  
11 BY MR. FLAHERTY:  
12 Q. Mr. Horvath, what are your roles and  
13 responsibilities as the secretary/treasurer of  
14 Teamsters Local 14?  
15 MR. URBAN: Before we do that, counsel,  
16 you're recalling Mr. Horvath, correct?  
17 MR. FLAHERTY: I am not. CCA called Mr.  
18 Horvath as a witness as part of its case-in-chief,  
19 and I'm now calling Mr. Horvath as part of my  
20 case-in-chief.  
21 MR. URBAN: But you are calling Mr.  
22 Horvath. That wasn't on the record that you were  
23 calling him as a witness.  
24 MR. FLAHERTY: Oh, yeah.  
25 MR. URBAN: So we have the record

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1 correct.

2 MR. FLAHERTY: I am calling him as a

3 witness.

4 MR. URBAN: Correct. And Mr. Horvath,

5 remind you that you're still under oath from your

6 prior testimony.

7 THE WITNESS: Thank you, sir.

8 BY MR. FLAHERTY:

9 Q. Okay. So I think the question was your

10 roles and responsibilities as the

11 secretary/treasurer of Local 14.

12 A. The best way I could describe it as the

13 CEO, I'm responsible for all of the activities and

14 all of the staff in that operation.

15 Q. All right. I'd like to direct your

16 attention to Joint Exhibit 18 in the binder. And I

17 would like you to turn -- these pages are numbered

18 in the top right-hand corner. I'd like to direct

19 your attention to NRS 288.160, which is on page

20 eight of joint Exhibit 18.

21 A. Yes, sir.

22 Q. Have you ever seen that statute before?

23 A. Many times.

24 Q. Okay. Has Local 14 been recognized as

25 the bargaining agent for unions referred to as

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1 employee organizations in Chapter 288 for any local

2 government employer bargaining units in Nevada?

3 A. Many.

4 Q. Okay. Which ones?

5 A. City of Henderson, City of North Las

6 Vegas, City of Boulder City, City of Mesquite, Clark

7 County, Las Vegas Library District, Lincoln County,

8 City of Caliente. I'm sure I'm missing one, but.

9 Q. Just one?

10 A. Yeah.

11 Q. How about the Las Vegas Valley Water

12 District?

13 A. Yes, we are. We have a small group there

14 as well.

15 Q. Okay.

16 A. Thank you for reminding me.

17 Q. So we've already heard some testimony

18 about the representation contest between Local 14

19 and ESEA would be the bargaining agent for CCSD

20 support staff.

21 Do you know when that contest started?

22 A. I believe it was 2000.

23 Q. That was before your time, before you

24 came on board at Local 14?

25 A. Yes, sir. I was still working for

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1 Scottish Power/Pacific Corp at that time.

2 Q. Now, when you did come on board with

3 Local 14, the representation contest was ongoing,

4 correct?

5 A. It was.

6 Q. Okay. So what was your role? How did

7 that contest affect you? What did you have to do?

8 A. When I first came to the local, Mr.

9 Griffith who's passed away was the

10 secretary/treasurer, and he would along with Grant

11 Davis were intimately involved in that action. I

12 was still bargaining the contracts. Ultimately, I

13 got involved when we got the call to go to D.C. and

14 try to create a solution to a 20 years mess.

15 Q. Okay. Were there representation

16 elections ordered by the EMRB in the courts in that

17 contest?

18 A. There were.

19 Q. Do you recall how many elections?

20 A. I believe there were three elections that

21 Local 14 had the majority but not the majority of

22 the bargaining unit.

23 Q. Right. So the majority of the votes cast

24 but not the majority of the bargaining unit,

25 correct?

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1 A. Significant majority of the votes cast.

2 Q. Understood.

3 A. But not -- but not the majority of the

4 bargaining unit.

5 Q. Did the EMRB commissioner supervise those

6 elections?

7 A. Yes, sir.

8 Q. So what efforts and resources did Local

9 14 put into those elections?

10 A. Countless hours, supplies, salaries,

11 again, between Local 14, Joint Counsel 42, and

12 International Brotherhood of Teamsters. That

13 process involved well over a million dollars.

14 Q. Okay. And were the hearings before this

15 Board, the MRB?

16 A. They were.

17 Q. Were there multiple hearings before this

18 Board?

19 A. That's my understanding.

20 Q. How about proceedings in district court?

21 A. Got our butt kicked regularly.

22 Q. More than once?

23 A. Yes, sir.

24 Q. Okay.

25 A. I think by yourself.

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1 Q. And what about the Nevada Supreme Court?  
 2 A. At least two trips and maybe five  
 3 actions.  
 4 Q. Okay. So was the contest a financial  
 5 strain for Local 14, Joint Counsel 42, and the  
 6 International Brotherhood of Teamsters?  
 7 A. Local 14 could not have supported that  
 8 type of investment. So yes, we were incredibly  
 9 fortunate to have a monumental financial commitment  
 10 from Joint Counsel 42, which is the southwest of the  
 11 United States, and the International in Washington,  
 12 D.C.  
 13 Q. So aside from financial strain, did the  
 14 contest otherwise strain Local 14?  
 15 A. In what regard?  
 16 Q. Well, you -- Local 14 represents  
 17 employees of the City of Boulder, the City of  
 18 Caliente, the City of North Las Vegas. You get the  
 19 picture. You got a lot of folks to take care of,  
 20 correct?  
 21 A. Yes, we do.  
 22 Q. Okay.  
 23 A. And we were -- the only way that takes  
 24 place is through staff, organizing staff in the  
 25 international and around the country. It became a

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1 supplement of Local 14 staff to do the work around  
 2 that whole organizing campaign.  
 3 Q. So Local 14 had to get help?  
 4 A. A lot of help.  
 5 Q. What is the -- what is the mission of  
 6 Local 14?  
 7 A. Our goal is to improve the working  
 8 conditions, the terms and conditions, the life of  
 9 all the working people we represent.  
 10 Q. Okay. And did the representation contest  
 11 make it more difficult to fulfill that mission?  
 12 A. It was an enormous demand on all of the  
 13 staff at the local.  
 14 Q. All right. So I think we've already  
 15 established that you're familiar with Joint Exhibit  
 16 5, the ESEA, Local 14 agreement. And I think you've  
 17 testified that you were involved in negotiations,  
 18 correct?  
 19 A. I was.  
 20 Q. Okay. So what is it that Local 14 does  
 21 pursuant to this agreement, Joint Exhibit 5?  
 22 A. I used the term subcontractor earlier.  
 23 We represent a group of approximately -- group's  
 24 about 4,000 now I believe. It's called Unit 2 and  
 25 it's consistent with what Teamsters Local 14

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1 represents and other local drivers, bus drivers,  
 2 custodians, skill trades, other drivers.  
 3 And our job at the ultimate authority of  
 4 the ESEA and the president Jan Jiles is to represent  
 5 individuals in that group, to help administer the  
 6 collective bargaining agreement and our goal is to  
 7 improve the relationship with the school district  
 8 and move the school district forward in a positive  
 9 manner.  
 10 Q. Okay. Now, were it not for Joint Exhibit  
 11 5, the agreement between ESEA and Local 14, would  
 12 Local 14 agents and employees have the ability to be  
 13 at Clark County School District work sites -- work  
 14 sites providing representation to members of the  
 15 ESEA bargaining unit?  
 16 A. Not legally.  
 17 Q. Okay. Please turn to page two of Joint  
 18 Exhibit 5, paragraph number four.  
 19 A. Yes, sir.  
 20 Q. So has Local 14 in fact appointed  
 21 individuals to the ESEA bargaining agreement?  
 22 A. Yes, we have.  
 23 Q. So how many rounds of ESEA, CCSD  
 24 bargaining have there been since ESEA and Local 14  
 25 executed this agreement in October 2019?

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1 A. There were two end-of-term negotiations  
 2 that produced the '21 through '23 CBA and then the  
 3 most recent one, the '23 through '25 CBA.  
 4 Q. Okay. And who are the individuals of  
 5 Local 14 designated to the ESEA bargaining team?  
 6 Let's start with '21.  
 7 A. Jason Gately and I did most of that work.  
 8 There's a gentleman named Frank Flaherty who was the  
 9 chief spokesperson.  
 10 Q. Okay. Okay.  
 11 A. So we were there to assist him.  
 12 Q. So I -- I was in fact the chief  
 13 negotiator for ESEA in the '21 negotiations?  
 14 A. Yes, sir.  
 15 Q. And you and Mr. Gately were on the  
 16 negotiating team with me, correct?  
 17 A. Yes, sir.  
 18 Q. Okay. What about 2023?  
 19 A. It was Mr. Gately and myself again and  
 20 Tamera Jamison, Johnny Ortega, and Caroline Ospina.  
 21 Q. And are Ms. Jamison, Ms. Ospina or Mr.  
 22 Ortega here with us today? I was just curious.  
 23 A. It looks like Ms. Jamison is the only one  
 24 left. The other two were here earlier.  
 25 Q. Okay. So was I involved? Was I on the

225

1 ESEA negotiating team for the contract negotiations  
 2 in 2023?  
 3 A. You were not.  
 4 Q. Okay. Was I involved in negotiations in  
 5 any way?  
 6 A. Not that I am aware of. You may have  
 7 been through conversations with the ESEA and NSEA.  
 8 Q. Okay.  
 9 A. Not that I was aware of.  
 10 Q. So you know yourself, Mr. Gately, Ms.  
 11 Jamison, Ms. Ospina, Mr. Ortega.  
 12 How did you and those other Local 14  
 13 personnel participate in ESEA negotiations with  
 14 CCSD?  
 15 A. Well, initially we met with ESEA's  
 16 leadership and thereby reading team, went through  
 17 the agreement, created proposals together, talked  
 18 about what our challenges have been in '21 through  
 19 '23 agreement, created proposals, presented  
 20 proposals. Actually prepared proposals, presented  
 21 them and just worked every issue in all the  
 22 proposals that we had and the District had as you  
 23 normally would through collective bargaining.  
 24 Q. Okay. At any point, did you, Mr. Gately,  
 25 the other Local 14 individuals you just mentioned,

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1 at any point did any of you negotiate a separate  
 2 agreement with the CCSD for employees with ESEA and  
 3 Local 14 called Unit 2?  
 4 A. No, sir. Looking forward to it.  
 5 Q. Okay. When you say looking forward to  
 6 it, are you talking about paragraph 13 of Joint  
 7 Exhibit 5?  
 8 A. I am.  
 9 Q. Actually it's paragraph 12, right? What  
 10 happens in paragraph 12?  
 11 A. Well, we would go forward and request  
 12 bifurcation and have the CCSD -- and go through the  
 13 process as defined in the NRS 288 and the MRB's  
 14 policies to get bifurcation and negotiate a separate  
 15 contract for Unit 2.  
 16 Q. Right. So at that point, would Local 14  
 17 seek recognition from the Clark County School  
 18 District to represent the employees that are for now  
 19 just internally designated as Unit 2?  
 20 A. Yes, sir.  
 21 Q. Real direct question here. Is there more  
 22 than one collectively bargained agreement for the  
 23 Clark County School District support staff?  
 24 A. No.  
 25 Q. Okay. Let's go back to Joint Exhibit 18

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1 at page eight, NRS 288.1600 again.  
 2 A. Okay.  
 3 Q. And the page number's on the top  
 4 right-hand column. Corner rather. Can you take a  
 5 look at (1) there?  
 6 A. Yes, sir.  
 7 Q. What is it that Local 14 would have to  
 8 present to the Clark County School District to be  
 9 recognized as the bargaining agent for CCSD  
 10 employees?  
 11 A. That's exactly the same thing we do with  
 12 all of our local government employers. We have to  
 13 provide a copy of our constitution and bylaws, which  
 14 we have both, a roster of our officers and  
 15 representatives, and a pledge in writing not to  
 16 strike local government employer under any  
 17 circumstances.  
 18 Q. At any time after execution of the ESEA,  
 19 Local 14 agreement, has Local 14 ever presented  
 20 those documents you just listed for us from the  
 21 statute, ever presented those documents to the CCSD  
 22 and sought recognition for all or any part of  
 23 bargaining unit of CCSD support staff employees?  
 24 A. We have not.  
 25 Q. Who is the recognized bargaining agent

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1 for support staff employees of the Clark County  
 2 School District?  
 3 A. The ESEA.  
 4 Q. Is the ESEA, Local 14 agreement a good  
 5 thing for the support staff of the Clark County  
 6 School District?  
 7 A. After four years, I don't think there  
 8 could be anything but say it was an incredible  
 9 success that we have moved the collective bargaining  
 10 agreement, reclassifications for work and working  
 11 conditions to a completely different level because  
 12 we focused our energy on working together instead of  
 13 trying to take each other out. And so by any  
 14 measures, it's just been an incredible success.  
 15 Q. Okay. Have you ever had communications  
 16 with representatives of the Clark County Education  
 17 Association regarding the ESEA Local 14 agreement?  
 18 A. Yeah. We met with Mr. Vellardita, their  
 19 president, and talked to him in general terms about  
 20 bargaining strategies previously.  
 21 Q. Okay. Did you ever provide a copy of the  
 22 ESEA local agreement, ESEA, Local 14 agreement to  
 23 CCA's executive director John Vellardita?  
 24 A. Yeah, I'm sorry. I may have  
 25 misunderstood your previous question. I did. I did



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1 it. As I testified earlier, Mr. Vellardita and I  
2 met regularly. I saw him as a real wealth of  
3 knowledge for Local 14 as we had no school district  
4 experience when we walked into this. I met with him  
5 dozens of times at the Starbucks at Eastern and  
6 Tropicana. And it was at one of those meetings that  
7 I provided him a copy of the agreement we had with  
8 ESEA.

9 Q. And when was that?  
10 A. It's in the spring, the first -- early  
11 2020.

12 Q. Okay. And did you ever have  
13 conversations with Mr. Vellardita about bargaining,  
14 ESEA bargaining with CCSD?

15 A. We talked extensively during the '21-'23  
16 negotiating cycle when he was approaching what we  
17 were trying to accomplish. Again, asking for a lot  
18 of advice and counsel from him given his experience  
19 with it. And we spent a considerable amount of time  
20 during the legislative session talking about things  
21 that we wanted to accomplish in changing the funding  
22 formula for the Clark County School District.

23 Q. You talked about you had to -- extensive  
24 discussions with him during the '21-'23 Collective  
25 Bargaining Agreement.

230

1 Are you talking about the Collective  
2 Bargaining Agreement that had an effective date of  
3 July 1st, 2021?

4 A. That's the one I'm talking about, yes,  
5 sir.

6 Q. Okay. So you had extensive discussions  
7 with Mr. Vellardita regarding bargaining at that  
8 point?

9 A. I did.

10 Q. And did you tell him what you were doing,  
11 what Local 14 was doing at the bargaining table with  
12 ESEA?

13 A. I did.

14 Q. Okay.

15 A. I did. We were incredibly frustrated. I  
16 was incredibly frustrated because I've never been in  
17 a bargaining situation where the employer was  
18 refusing to provide any financials in the second  
19 year of the agreement and didn't understanding the  
20 funding formula, didn't understand that the vast  
21 majority of it all came in the first year of the two  
22 year agreement.

23 And so that I had several conversations  
24 trying to understand actually the funding and  
25 was this just strategy by CCSD to withhold resources

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1 or is this actually how the money flows.

2 Q. Okay. So you're talking -- are you  
3 talking about the difference between the way local  
4 governments are financed versus school districts?

5 A. That's monumentally different.

6 Q. So it was new to you, correct?

7 A. It was.

8 Q. Okay. Did you and Mr. Vellardita ever  
9 exchange text messages?

10 A. Quite a bit.

11 MR. FLAHERTY: Okay. I have an  
12 additional exhibit. I have several copies here. I  
13 had planned on calling it ESEA Exhibit 20 because  
14 the joint exhibits left off at 19, but I don't want  
15 to -- I don't want to confuse anybody. I mean, I  
16 will do whatever the Board thinks best. I do have  
17 some exhibit tabs I can give to the Board of 20.

18 COMMISSIONER SNYDER: We can do that.  
19 Have you shown it to the other attorneys?

20 MR. FLAHERTY: No, I'm getting -- well,  
21 to see whether or not they're gonna object. If  
22 they're not gonna object -- they've been emailed.

23 COMMISSIONER SNYDER: Huh?

24 MR. FLAHERTY: They've been emailed to  
25 Mr. Sorenson and Ms. Herrera. They have hard

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1 copies.

2 COMMISSIONER SNYDER: If there's not  
3 gonna be any objection, we can put it in the joint  
4 book.

5 MS. HERRERA: There's no objection from  
6 the Clark County School District. And I'll just  
7 note that we did add additional tabs to the hearing  
8 binders.

9 COMMISSIONER SNYDER: Oh, certainly.  
10 Yeah, I saw that.

11 MR. FLAHERTY: I mean, I don't know if  
12 it's confusing, I mean, unless the parties agree to  
13 make it a joint exhibit, it would be ESEA Exhibit  
14 20.

15 COMMISSIONER SNYDER: Since we do have  
16 the tabs and now I forgot about that, we can make it  
17 Exhibit 20 subject to you having the right to object  
18 to the exhibit.

19 MR. URBAN: Why don't we start there.

20 MR. SORESENSEN: No objection.

21 COMMISSIONER SNYDER: No objection.

22 MR. URBAN: This will now be then Joint  
23 Exhibit 20, correct?

24 MR. FLAHERTY: Yeah.

25 COMMISSIONER SNYDER: Do you have an

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1 electronic version to send us later? If not, I'll  
2 need a copy so we can scan it.  
3 MR. FLAHERTY: Okay. I've got extras  
4 here, so.  
5 COMMISSIONER SNYDER: Okay, thank you.  
6 BY MR. FLAHERTY:  
7 Q. Can you tell us what we're looking at  
8 here at Joint Exhibit 20, Mr. Horvath?  
9 A. These are screen shots from my cell  
10 phone.  
11 Q. Okay.  
12 A. They were actually between myself and Mr.  
13 Vellardita.  
14 Q. And when you interact with Mr.  
15 Vellardita, did you use one phone or more than one?  
16 A. Just one.  
17 Q. Okay. So these are screen shots from  
18 your phone, is that what you said?  
19 A. Yes, sir.  
20 Q. Okay. So here starting off on the very  
21 first page, page one of Joint Exhibit 20, on June  
22 17th, 2020, is this you asking Mr. Vellardita to  
23 connect soon?  
24 A. That's him sending a text to me.  
25 Q. Okay. All right. And then who says

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1 talk?  
2 A. That's Mr. Vellardita again on the 23rd.  
3 Q. Okay. Okay. And on page two, is this  
4 you replying to him that you can't?  
5 A. Yes. It's another exchange of trying to  
6 get together, just describe -- support the idea that  
7 we met regularly.  
8 Q. And then there's a reference to Starbucks  
9 there. Is that the Starbucks you testified to  
10 earlier?  
11 A. Eastern and Tropicana.  
12 Q. Eastern and Tropicana. All right. So it  
13 goes on for awhile before you two finally get  
14 together; is that right?  
15 A. It -- it -- it wasn't unusual for it to  
16 take a day or two to coordinate our schedules so  
17 that we can meet.  
18 Q. And just so we don't get lost in the  
19 shuffle here, the first page is June 17th and June  
20 25th, 2020, correct?  
21 A. Yes, sir.  
22 Q. But the second page, it looks like  
23 we're -- we're going to a different timeframe. It  
24 says January 23rd?  
25 A. Yes. And I don't know what year that

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1 was.  
2 Q. Okay. Well, let's turn to page three.  
3 Actually, let's turn to page four. And my apologies  
4 to everyone. The four is in the black. It's hard  
5 to see, but it's between three and five.  
6 So December 16th, 2020, do you see that?  
7 A. Yes, sir.  
8 Q. Okay. So who's speaking here, We've  
9 reached an agreement with CCSD on a re-opening?  
10 A. That's Mr. Vellardita.  
11 Q. Okay.  
12 A. Letting me know what they've done.  
13 Q. All right. So what kind of an agreement  
14 was he talking about?  
15 A. It was about reopening the schools and  
16 what the parameters were going to be for reopening  
17 the schools after the Covid shut down.  
18 Q. So was this bargaining between regular  
19 contract bargaining?  
20 A. It was. It was a fixed bargaining of  
21 what was gonna take place that -- it was pretty  
22 crazy our present situation, so.  
23 Q. Covid?  
24 A. Covid.  
25 Q. Well, let's turn to page five. We have a

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1 clear date here. What is it?  
2 A. March 15th, 2021.  
3 Q. Okay. Do you recall what Mr. Vellardita  
4 wanted to check in about?  
5 A. Unfortunately I don't.  
6 Q. Okay. Now, let's skip over page six.  
7 What's the date on page seven?  
8 A. September 28th, 2021.  
9 Q. All right. And who's this speaking? Is  
10 this you?  
11 A. That is me.  
12 Q. Okay. And what are -- what are you  
13 saying here?  
14 A. Just mentioned earlier I was -- I was  
15 frustrated that I couldn't get a financial  
16 commitment for a cost of living increase in the  
17 second year. That we couldn't. And I was reaching  
18 out to John so I can get a conversation, Mr.  
19 Vellardita, so I can get a conversation.  
20 And again, this is an area where I wanted  
21 to understand more why it was that we couldn't get a  
22 cost of living the second year.  
23 Q. Okay. Were you doing this in your  
24 capacity as a member of the ESEA negotiations team?  
25 A. Yes, sir.

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1 Q. And was Mr. Vellardita aware that you  
 2 were a member of the ESEA negotiations team?  
 3 A. Very aware.  
 4 Q. Okay. And what about page eight? What's  
 5 the date for page eight?  
 6 A. April 16th, 2021.  
 7 Q. And what are -- what are you doing here?  
 8 What are you asking?  
 9 A. I'm inquiring about having written ground  
 10 rules for bargaining and just asked if he had  
 11 written ground rules when he bargained with CCSD and  
 12 ground rules for the 2021-2023 negotiations on a  
 13 very special effect given some external activities  
 14 and messages. And so I just wanted to find out if  
 15 he did. And so he responded that he never has,  
 16 don't use them and never has.  
 17 Q. Okay. And again, were you doing this in  
 18 your capacity as a member of the ESEA negotiations  
 19 team?  
 20 A. Yes. Whenever I received this  
 21 information, I would share it with the rest of the  
 22 team.  
 23 Q. Based on your numerous communications  
 24 with Mr. Vellardita over the years, as a member of  
 25 the ESEA bargaining team, what would be your

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1 estimate in terms of the time, you know, month,  
 2 year, whatever when Mr. Vellardita became aware that  
 3 Local 14 and you yourself in particular were  
 4 actively involved in ESEA negotiations with the  
 5 Clark County School District?  
 6 A. The spring of 2021 was when we started  
 7 that entire process and had several conversations  
 8 about priorities and goals of what we could  
 9 accomplish and that set of bargaining.  
 10 MR. FLAHERTY: Okay. I pass the witness.  
 11 CHAIRWOMAN WILLIAMS: Okay. Do you want  
 12 to cross?  
 13 RE-CROSS-EXAMINATION  
 14 BY MR. SORENSEN:  
 15 Q. Mr. Horvath, you said you were very  
 16 familiar with 288.160, correct?  
 17 A. Yes, sir.  
 18 Q. And you said that you didn't -- you  
 19 haven't supplied any of the documents required for  
 20 recognition to CCSD, correct?  
 21 A. We have not.  
 22 Q. That includes the pledge not to strike,  
 23 correct?  
 24 A. Yeah. We provided no documents.  
 25 Q. No documents. In the other public sector

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1 representations that you have, you have provided  
 2 these documents, correct?  
 3 A. Absolutely.  
 4 Q. Absolutely.  
 5 A. Conditions of recognition, yeah.  
 6 Q. If you were to call for a strike in one  
 7 of those bargaining units under this statute, the  
 8 employer could ask to decertify you, correct?  
 9 A. I would expect exactly that.  
 10 Q. If you called for a strike of Unit 2,  
 11 would CCSD have any recourse against you?  
 12 A. I could never call for a strike for Unit  
 13 2.  
 14 Q. You couldn't?  
 15 A. No. That would -- that would --  
 16 Q. Why not?  
 17 A. Well, because that would be a decision of  
 18 the ESEA. And I'm pretty confident that we're well  
 19 aware what the law says and what consequences could  
 20 be.  
 21 MR. SORENSEN: I don't have anything  
 22 further. I appreciate it. Thank you.  
 23 THE WITNESS: Uh-huh.  
 24 CHAIRWOMAN WILLIAMS: Respondent?  
 25 MS. HERRERA: I do not have any

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1 questions.  
 2 CHAIRWOMAN WILLIAMS: Okay. Any  
 3 redirect?  
 4 MR. FLAHERTY: No redirect from me.  
 5 COMMISSIONER SNYDER: From the Board?  
 6 MR. URBAN: None.  
 7 CHAIRWOMAN WILLIAMS: No. Sandy,  
 8 anything from you? Any questions, Sandy? No?  
 9 MS. MASTERS: I have -- no. I thought I  
 10 did, but I don't.  
 11 CHAIRWOMAN WILLIAMS: Okay. Thank you.  
 12 Okay. Do we -- you can be excused subject to recall  
 13 or --  
 14 MR. FLAHERTY: Right. I don't know if  
 15 there's gonna be any rebuttal or not.  
 16 CHAIRWOMAN WILLIAMS: Okay. Subject to  
 17 recall.  
 18 COMMISSIONER SNYDER: You rest though,  
 19 right?  
 20 MR. FLAHERTY: I rest, yes. Thank you.  
 21 CHAIRWOMAN WILLIAMS: You rest.  
 22 MR. SORENSEN: We rest.  
 23 MR. FLAHERTY: Oh.  
 24 COMMISSIONER SNYDER: The rebuttal would  
 25 be yours.

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1 MR. SORENSEN: So no.  
 2 CHAIRWOMAN WILLIAMS: No rebuttal?  
 3 MR. SORENSEN: No.  
 4 CHAIRWOMAN WILLIAMS: Nothing from you?  
 5 MS. HERRERA: Nothing from me.  
 6 CHAIRWOMAN WILLIAMS: Okay. All right.  
 7 Okay. Now, I think we had discussed oral closings?  
 8 MR. FLAHERTY: Yes.  
 9 CHAIRWOMAN WILLIAMS: Okay. So we'll  
 10 start with oral closing.  
 11 COMMISSIONER SNYDER: Do you need a few  
 12 minutes to gather your thoughts?  
 13 MR. SORENSEN: Please.  
 14 MR. FLAHERTY: Please.  
 15 CHAIRWOMAN WILLIAMS: How much time?  
 16 MS. HERRERA: 15 minutes.  
 17 COMMISSIONER SNYDER: Okay. And how long  
 18 would each of you be taking, just make sure we fit  
 19 all this in?  
 20 MR. SORENSEN: Mine will be short.  
 21 MS. HERRERA: I'm sorry?  
 22 MR. SORENSEN: Short. Short amount of  
 23 time I would think.  
 24 MS. HERRERA: Yeah. I -- 10 minutes at  
 25 the most.

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1 MR. FLAHERTY: I can probably finish part  
 2 one today, so. No, I might go 20 to 30 minutes.  
 3 COMMISSIONER SNYDER: Okay. And then Mr.  
 4 Sorenson since you go first, you can reserve some of  
 5 your time --  
 6 MR. SORENSEN: Okay.  
 7 COMMISSIONER SNYDER: -- after those two  
 8 have spoken.  
 9 MR. FLAHERTY: I actually have a question  
 10 about that, Mr. Commissioner. NAC 288.301(3) talks  
 11 about closing arguments. It says the complainant  
 12 makes a closing argument and the respondent makes a  
 13 closing argument, but it doesn't say anything about  
 14 rebuttal closing argument.  
 15 COMMISSIONER SNYDER: You're right in  
 16 that regard. I'll leave it up to our presiding  
 17 officer what to do. I know it has been past  
 18 practice where it's -- where the complainant's  
 19 closing, they can reserve a portion of their time to  
 20 go afterwards.  
 21 Now, maybe that needs to be clarified,  
 22 but I can tell you every time in the past, we've had  
 23 closing arguments in the last 10 years, we've always  
 24 allowed complainants to have, you know, up -- no  
 25 more than five minutes just to make any points at

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1 the end. So I'll leave it up to you whether or not  
 2 you're gonna allow that today or not.  
 3 CHAIRWOMAN WILLIAMS: Okay. We can  
 4 proceed on -- see where -- we can proceed on giving  
 5 him closing argument and then after if we're gonna  
 6 allow it.  
 7 COMMISSIONER SNYDER: Well, I think he  
 8 should know ahead --  
 9 CHAIRWOMAN WILLIAMS: Okay.  
 10 COMMISSIONER SNYDER: -- of time if he  
 11 wants to -- I don't know if we're gonna set a  
 12 specific amount of time.  
 13 You said you have -- you said you needed  
 14 20, 30 minutes? How many do you --  
 15 MS. HERRERA: About 10.  
 16 COMMISSIONER SNYDER: About 10.  
 17 MR. SORENSEN: Probably about 10.  
 18 MS. MASTERS: Bruce, can I ask? Excuse  
 19 me. Can I ask for an exception? I have something  
 20 coming up. I just want to know if could I stop at  
 21 this point and just read the -- read the --  
 22 COMMISSIONER SNYDER: No, no.  
 23 MS. MASTERS: What happens --  
 24 COMMISSIONER SNYDER: No. You have to be  
 25 here for the closing arguments. You have to --

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1 MS. MASTERS: I thought they were gonna  
 2 do written. I thought they were gonna do written.  
 3 That's fine.  
 4 COMMISSIONER SNYDER: No, the  
 5 interpretation of the LCB on our chapter is that a  
 6 quorum is 3, the Board is 5. Whether or not the  
 7 other two are not here, the quorum remains 3. So  
 8 the minute one of the Board members leave, we have  
 9 to stop the meeting.  
 10 MS. MASTERS: I hear you.  
 11 COMMISSIONER SNYDER: I appreciate it if  
 12 you can somehow hold out for another hour or so.  
 13 MS. MASTERS: I'm captive. That's fine.  
 14 COMMISSIONER SNYDER: Okay.  
 15 CHAIRWOMAN WILLIAMS: So you said you  
 16 could do yours in about 10 minutes and about 10?  
 17 MS. HERRERA: About 10.  
 18 MR. SORENSEN: 10 to 15.  
 19 CHAIRWOMAN WILLIAMS: And whatever time,  
 20 you said 30 to 10. We'll give you five minutes at  
 21 the end of yours, too.  
 22 MR. SORENSEN: Thank you.  
 23 MR. URBAN: So we'll come back at -- you  
 24 said 15 minutes you wanted, so 3:20 we'll start.  
 25 CHAIRWOMAN WILLIAMS: 3:20. We'll

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1 reconvene at 3:20.  
2 (Whereupon, a break was had.)  
3 CHAIRWOMAN WILLIAMS: Okay. Are we  
4 ready?  
5 MR. FLAHERTY: Yes.  
6 CHAIRWOMAN WILLIAMS: Okay. We'll go  
7 back on the record for closing oral arguments and  
8 we'll start with the complainant.  
9 MR. SORENSEN: So today you've heard a  
10 lot of testimony. You've heard that an employee who  
11 is a Unit 2 cannot join ESEA. They can't join the  
12 recognized bargaining agency any longer for support  
13 staff in the Clark County School District.  
14 I heard that an employee that is in Unit  
15 2 can only be represented in disciplinary hearings  
16 by the Teamsters. You've heard that the employees  
17 did not get a say in this decision, that this was  
18 handled at the highest international levels of  
19 Teamsters and of NEA.  
20 You've heard that a hundred percent of  
21 the dues of these individuals goes to the Teamsters.  
22 Heard that the Teamsters can recruit in the  
23 buildings, and you've heard Dr. Jara describe about  
24 his involvement with negotiations and in leading  
25 negotiations.

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1 The Teamsters have taken over every  
2 function of a bargaining agent at this point for  
3 Unit 2. That's what's happened.  
4 Now, my colleagues here will contest  
5 that. They'll say that is one bargaining agreement,  
6 but at this point, there is no distinction between  
7 what the Teamsters are doing and what you would see  
8 a recognized bargaining agent do.  
9 Now, if they wanted that status and they  
10 wanted to file with the District to get attainment  
11 status, that's fine, but they haven't done that and  
12 yet CCSD has gone along with this.  
13 CCSD has continued to deduct dues for  
14 people that they know have never joined ESEA because  
15 you heard that these dues are still coming in and  
16 yet the Teamsters -- and yet the people in Unit 2  
17 cannot join ESEA any longer. You heard the Dr. Jara  
18 was aware of this agreement right from the get-go.  
19 He was informed right after this was entered into.  
20 Now, my colleagues here will contest  
21 that CCEA knew about this agreement. But Mr.  
22 Vellardita was very clear, he knew about this  
23 agreement. He knew that they were representing  
24 people and he knew that this was a pathway to  
25 ultimately obtaining recognized bargaining unit

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1 status for the Teamsters.  
2 But what changed from when he was first  
3 told about this and when CCEA was first told about  
4 this is the 2023 session was made clear in the  
5 testimony.  
6 In 2021, Frank Flaherty was the  
7 spokesperson for the -- for ESEA at the bargaining  
8 unit table. At the bargaining table. Fred admitted  
9 that he had very little knowledge about school  
10 districts at the time. He was reaching out to John  
11 to gain -- or to Mr. Vellardita to gain knowledge.  
12 And then by 2023, he started using that knowledge to  
13 directly bargain with the District over the terms  
14 and conditions for the members of Unit 2. You saw  
15 the emails where he's gathering information for  
16 specifically Unit 2 individuals, you've seen -- and  
17 you -- you've heard that he has had multiple  
18 meetings with both Jason Goudie and Dr. Jara.  
19 CCSD had an obligation when it realized  
20 that the Teamsters had taken this level of control  
21 of Unit 2 to require them to become certified or to  
22 go through the certification process. And CCSD  
23 never did that. CCSD just started acting as -- like  
24 went along with what the Teamsters were doing. This  
25 has deprived CCEA and the other bargaining units its

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1 right under NRS 288 to be consulted as to the makeup  
2 of the bargaining unit. And it's not clear that the  
3 EMRB would approve a breakup of the bargaining unit  
4 because the EMRB typically favors larger bargaining  
5 units.  
6 So we ask this Board to find that CCSD  
7 did not -- did not follow the NRS 288's requirement  
8 that it consult with us before allowing the  
9 Teamsters to act as the recognized bargaining -- as  
10 the bargaining agent for Unit 2. That's all I have.  
11 Thank you.  
12 CHAIRWOMAN WILLIAMS: Okay. Ms. Herrera,  
13 respondent?  
14 MS. HERRERA: Yes. Thank you  
15 COMMISSIONER SNYDER: Excuse me. You may  
16 have to speak up a little bit. They're noisy in  
17 there again. There's another meeting going on, so  
18 I'm just warning everybody.  
19 MS. HERRERA: Okay. I will do my best.  
20 COMMISSIONER SNYDER: That's fine.  
21 MS. HERRERA: I started this case in my  
22 opening stating that this is a case that's based on  
23 representations and assumptions that have improperly  
24 spiraled their way to this Board.  
25 Based on the testimony and the evidence

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1 received today, this could not be more true. You  
 2 have heard testimony from various individuals,  
 3 including Dr. Jara, the superintendent of the Clark  
 4 County School District, you have heard testimony  
 5 from Mr. Fred Horvath which is affiliated with  
 6 Teamsters and an ESEA designated representative, you  
 7 have heard from Brian Lee who is an executive  
 8 director, and pardon me, but nevertheless associated  
 9 with ESEA. I can't remember his exact title.  
 10 You've also heard from John Vellardita who's the  
 11 executive director with CCA.

12 Throughout this testimony, the theme has  
 13 been the same. This case was started based on  
 14 improper suppositions and assumptions and remains  
 15 the case based on improper suppositions and  
 16 assumptions.

17 Now, we have raised before this Board  
 18 both procedural issues with the claims that have  
 19 been raised by CCA as well as substantive issues  
 20 with the claims before the Board.

21 Starting with the procedural issues, it  
 22 is clear to this Board here today that this  
 23 complaint has been filed outside of the statute of  
 24 limitations provided under NRS 288.1104.

25 Now, under this specific statute, it

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1 provides the Board may not consider any complaint or  
 2 appeal filed more than six months after the  
 3 occurrence which is the subject of the complaint or  
 4 appeal.

5 Now, this provision is a mandatory  
 6 provision. And the Nevada Supreme Court has held  
 7 that that limitations period starts to run when the  
 8 alleged victim receives unequivocal notice of a  
 9 final adverse decision that could be satisfied  
 10 through actual or constructive notice of the facts  
 11 giving rise to the complaint.

12 Now, that's important because you've  
 13 actually heard here today from John Vellardita  
 14 himself that notwithstanding CCA's prior position,  
 15 and I'll get to that, that they did not have notice  
 16 of the agreement reached between ESEA and Teamsters  
 17 in 2019. He was in fact handed by multiple sources  
 18 per his own testimony a copy of that agreement. He  
 19 knew the contents of the agreement, he knew that  
 20 ESEA and Teamsters had agreed to operationally and  
 21 administratively bifurcate the unit for purposes of  
 22 servicing the one bargaining unit of support  
 23 professionals within CCSD.

24 Now, this is important because from a  
 25 procedural perspective in response to the Clark

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1 County School District's motion to dismiss on the  
 2 basis of statute of limitations, CCA filed an  
 3 opposition to that motion to dismiss and made the  
 4 following representation in page two, lines 22-24.

5 In fact, CCA was not aware that  
 6 negotiations were occurring directly between CCSD  
 7 and Teamsters until the Teamsters testified to that  
 8 fact during legislative hearings.

9 Now, why is that important? Well, the  
 10 agreement between ESEA and Teamsters indicates that  
 11 Teamsters in of itself was going to be participating  
 12 and assisting and servicing the bargaining unit in  
 13 which ESEA is the exclusive bargaining  
 14 representative.

15 You heard testimony here today from Fred  
 16 Horvath that he had multiple conversations with John  
 17 Vellardita since 2021 about their -- about  
 18 affiliates with Teamsters being involved in  
 19 negotiations to assist ESEA with the Clark County  
 20 School District negotiations. This completely runs  
 21 afoul of the prior representation that CCA made in  
 22 its filings before the Board.

23 CCA has not only known about the  
 24 agreement between ESEA and Teamsters since as early  
 25 as 2020, which you heard here today through

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1 testimony, but they were aware that Teamsters has  
 2 been involved in the negotiation team and with  
 3 negotiations, but significantly and importantly on  
 4 behalf of the ESEA. Not separate and apart as their  
 5 own independent bargaining agent, not separate and  
 6 apart for the benefit of one particular bargaining  
 7 unit, Unit 2 or otherwise. It was collectively on  
 8 behalf of the bargaining unit and as an ESEA  
 9 designated representative. This is unrefuted.

10 CCA had the ability to cross-examine Dr.  
 11 Jara, Fred Horvath, Brian Lee. You were here, you  
 12 heard the testimony. There's absolutely nothing  
 13 that came out that indicated otherwise by any of  
 14 these parties that their involvement in negotiations  
 15 was anything but on behalf of ESEA.

16 Now, no one has shied away from,  
 17 including Mr. Horvath and Mr. Lee, that sure, as  
 18 provided within the agreement their end goal is to  
 19 eventually bifurcate the union and eventually come  
 20 to the Clark County School District in hopes that  
 21 this unit will be bifurcated in a manner in which  
 22 they seek, but we are not there yet.

23 It is undisputed that this was an  
 24 operational decision that was made by ESEA and  
 25 Teamsters without any involvement by the Clark

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1 County School District.  
 2 And why is this important? Because the  
 3 claims and allegations before you here today concern  
 4 both the ESEA and Teamsters agreement. So they're  
 5 either ESEA -- or CCA taking issue with the fact  
 6 that this agreement was entered into, which again,  
 7 they've already conceded they've known since early  
 8 of 2020 outside the six month statute of limitations  
 9 or it's this question about well, it's because  
 10 Teamsters has been involved in the bargaining team  
 11 on behalf the ESEA. Well, that's also outside the  
 12 six month statute of limitations because they've  
 13 known about it since 2021. So it really begs the  
 14 question as to why are we really here today. What's  
 15 the difference?  
 16 CCA has not identified a shred of  
 17 evidence other than suppositions and assumptions  
 18 that anything has changed with respect to how the  
 19 Clark County School District has treated  
 20 negotiations with ESEA. And more importantly,  
 21 they've never even addressed whether Clark County  
 22 School District has the ability to interfere with  
 23 the ability in which ESEA has decided to operate or  
 24 service the employees it represents.  
 25 You didn't hear anything from Mr.

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1 Vellardita concerning that. The only thing you  
 2 heard from him is a concession that just like the  
 3 Clark County School District can't interfere with  
 4 the operation of the Clark County Education  
 5 Association, it can't interfere with the operations  
 6 of the Education Support Employees Association. So  
 7 once again it begs the question why are we here.  
 8 Now, aside from the statute of  
 9 limitations argument, there's also another  
 10 procedural argument standing. We have argued before  
 11 this Board also in a motion to dismiss and as  
 12 identified within our pre-hearing statement that the  
 13 Clark County Education Association has no standing  
 14 to assert the claims in the complaint.  
 15 Now, why is that? Well, an employee  
 16 organization has to have some legally recognizable  
 17 interest in the requested relief. There has to be  
 18 some justiciable controversy, some harm in order to  
 19 seek relief from the Board.  
 20 What's interesting is that in the  
 21 complaint there's really no identifiable harm as to  
 22 why CCSD has brought this complaint. There's some  
 23 indication that well, we -- they -- we were supposed  
 24 to be consulted with. Okay. That's not a harm per  
 25 say.

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1 There's also an indication that well, we  
 2 were somewhat harmed because the District had finite  
 3 resources and somehow this organization or the  
 4 utilization of Teamsters in negotiations with ESEA  
 5 somehow without specificity has harmed CCA in some  
 6 way with finite resources.  
 7 Well, CCA again had the opportunity to  
 8 present its case-in-chief. It had the opportunity  
 9 to ask Mr. Vellardita to what specific harm CCA has  
 10 occurred that led to the filing of this complaint.  
 11 And you've had zero evidence to support that there's  
 12 actually any harm to CCA behind -- beyond their own  
 13 again speculation that there is a determination by  
 14 the Clark County School District and that they were  
 15 therefore deprived of the right to consultation.  
 16 However, if we look at NRS 288.170(1), it  
 17 states, Each local government employer which has  
 18 recognized one or more employee organizations shall  
 19 determine after consultation with the recognized  
 20 organization or organizations which group or groups  
 21 of its employees constitute an appropriate unit or  
 22 units for negotiation. The primary criterion for  
 23 that determination must be the community of interest  
 24 among the employees concerned.  
 25 Why is that notable? Even if the Clark

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1 County School District had made some type of  
 2 determination concerning the bargaining unit at  
 3 issue, which the testimony has revealed it has not,  
 4 this was an administrative decision on how the  
 5 respective family groups within ESEA would be  
 6 serviced. But even if, CCA only has a right to  
 7 consultation.  
 8 It's still the District's determination  
 9 as to what type of bargaining unit it would  
 10 recognize or units it would recognize. CCA does not  
 11 have the right to dictate what the Clark County  
 12 School District is or is not recognizing. Rather as  
 13 stated within that statute, the primary criterion  
 14 for that determination must be the community of  
 15 interest among the employees concerned.  
 16 You have heard zero evidence by CCA that  
 17 there's any community of interest between the  
 18 members that CCA currently represents or the members  
 19 in any way, shape or form that the ESEA currently  
 20 represents.  
 21 In fact, what you heard is that there had  
 22 been a over two decade long contest or  
 23 representation contest between ESEA and Teamsters  
 24 that CCA did not throw its hat in the ring for. It  
 25 didn't seek to represent any specific unit or

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1 subunits within that bargaining group. To the  
 2 contrary.

3 CCA took a step back, watched the legal  
 4 proceedings from afar, took a position in terms of  
 5 which union it was supporting versus another. It  
 6 never put its hat in the ring, but somehow here  
 7 today they want to give you the appearance or at  
 8 least the implication without actually committing to  
 9 it that maybe they would be interested. They  
 10 weren't interested then, they're not interested now,  
 11 and they're certainly not taking that position here  
 12 today.

13 Furthermore, within NRS 288.170(5) or  
 14 Section 5, it states, If an employee organization is  
 15 aggrieved by the determination of a bargaining unit,  
 16 it may appeal to the Board.

17 Why is that notable? Because CCA has  
 18 filed a complaint before the EMRB Board. It has not  
 19 filed an appeal.

20 So even assuming what it is saying here  
 21 today is true that the District made a determination  
 22 that it failed to consult with CCA regarding these  
 23 bargaining units or unit, where is the appeal. And  
 24 more importantly even if this complaint were  
 25 characterized as an appeal, where is the harm.

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1 Where has CCA identified that they have been  
 2 aggrieved by any determination? And they simply  
 3 have not carried that burden here today. In fact,  
 4 they've completely ignored that requirement under  
 5 the statute.

6 It's also important to note NRS 288.150.  
 7 Specifically Section 1. That section states, Except  
 8 as otherwise provided in subsection six and NRS  
 9 354.6241, every local government employer shall  
 10 negotiate in good faith through one or more  
 11 representatives of its own choosing concerning the  
 12 mandatory subjects of bargaining set forth in  
 13 subsection two with the designated representatives  
 14 of the recognized employee organization.

15 This is key because the District is bound  
 16 by NRS 288.150 to negotiate with ESEA with the  
 17 designated representatives of its choosing. CCA has  
 18 not contested that position. In fact, Mr.  
 19 Vellardita was questioned in cross-examination as to  
 20 whether or not he agreed with that proposition and  
 21 he stated yes, in the affirmative.

22 In the same way that the Clark County  
 23 School District cannot take issue with the  
 24 designated representative CCA chooses to negotiate  
 25 on its behalf, the Clark County School District

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1 cannot take issue with the designated  
 2 representatives that ESEA chooses on its behalf.

3 In fact, to do so would put the District  
 4 in a precarious situation as Brian Lee himself  
 5 testified that we would be before the Board in  
 6 another EMRB complaint for violating 288.270. And  
 7 that's because the District would be interfering  
 8 with the administration and the -- frankly 288.150  
 9 requirement and negotiate in good faith.

10 CCA ignores these statutory requirements  
 11 which are so imperative for this Board to understand  
 12 and to consider within these claims being filed.  
 13 Because in one breath CCA is saying the Clark County  
 14 School District has somehow performed some kind of  
 15 de facto recognition of a bargaining agent, but they  
 16 ignore the second piece. That's that if the Board  
 17 were to make that determination, what does that mean  
 18 in light of NRS 288.270. Is the Board endorsing  
 19 that the Clark County School District is required to  
 20 know how a bargaining agent is operating to ensure  
 21 that there is no de facto recognition and then it's  
 22 not subjecting itself to potential liability? And  
 23 if so, how far is the District required to go to  
 24 ensure that that's not the case.

25 They don't answer those questions. They

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1 ignore it out right. And that's because there's  
 2 simply no quote, unquote de facto recognition that's  
 3 provided anywhere under NRS 288. Nor is there any  
 4 appropriate basis under NRS 288.270 to make that  
 5 type of finding or determination.

6 In fact, from what you've heard today,  
 7 NRS 288.160 expressly provides how a local  
 8 government employer like the Clark County School  
 9 District is supposed to recognize a bargaining agent  
 10 with that exclusivity status. And that that's --  
 11 there's a requirement for that employee organization  
 12 to apply for that recognition status and it's  
 13 required to provide a copy of its constitutional  
 14 bylaws, a roster of its officers and  
 15 representatives, and a pledge in writing not to  
 16 strike against the local government employer under  
 17 any circumstances. That has not occurred. It's  
 18 undisputed.

19 Once again, it begs the question, why are  
 20 we here today.

21 Now, there's been a lot of discussion and  
 22 muddying and murking of the waters concerning  
 23 communications between Clark County School District,  
 24 Teamsters and sidebar exclusions to the exclusion of  
 25 the ESEA and oh, maybe the District's hiding



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1 something.

2 You know, at the end of the day, the

3 testimony that you hear today could not have been

4 more cohesive with respect to what is actually

5 occurring, what is actually taking place with ESEA

6 and Teamsters and with negotiations with the Clark

7 County School District.

8 The reality is that to the extent there

9 have been any communications between the Clark

10 County School District and an individual affiliated

11 with Teamsters, it has always been on behalf of the

12 ESEA. There's been no testimony to the contrary, no

13 evidence to the contrary.

14 In fact, you had Brian Lee, the executive

15 director, testify that yes, that's fantastic, that's

16 exactly what we would want is for CCSD to be talking

17 to Fred Horvath, he brings a wealth of knowledge, a

18 wealth of information and assistance for purposes of

19 our negotiation.

20 And in fact, you've heard both ESEA and

21 Teamsters individuals both identify that membership

22 has gone up to the benefit of both parties. And by

23 parties I mean ESEA and Teamsters.

24 In other words, what they sought to

25 accomplish visa be this agreement is seemingly

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1 working for them.

2 From the Clark County School District

3 perspective, there's limitations and restrictions

4 and what the Clark County School District can and

5 cannot do.

6 And what appears to be the issue and what

7 appears to be the reason why we're here today is

8 some kind of purported or some attempt by CCA to

9 attack the agreement between ESEA and Teamsters

10 through these claims through the Clark County School

11 District, which are number one, inappropriate and

12 not within the jurisdiction of this Board, and

13 number two, well outside again, the limitations

14 period provided under NRS 288.

15 I will close with this very interesting

16 statement made by Mr. Vellardita here today. He

17 stated -- don't get me the exact quote here, but

18 very close to this. We support any right under the

19 law of who these members would be represented by.

20 And that's key. Because if you look at NRS 288.150,

21 that's exactly what the District is upholding.

22 Thank you.

23 CHAIRWOMAN WILLIAMS: Okay. Are you

24 ready?

25 MR. FLAHERTY: I am ready. Thank you.

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1 And I will beg the Board's indulgence because I

2 think a lot of what I say is gonna sound repetitive

3 of what Ms. Herrera just said, but I've got to

4 represent my client's position fully before the

5 Board. So if you would just bear with me.

6 Picking up right with timelines, NRS

7 288.110(4), you've got to file your complaint within

8 six months of whatever it is the bad act is that you

9 think the District did.

10 Okay. This complaint was filed in April

11 of 2023. So doing the math, okay, the latest they

12 could have known about this stuff was October 2022,

13 okay.

14 All right. So contrary to what CCA has

15 represented, it was aware of Local 14's involvement

16 in negotiations between ESEA and the Clark County

17 School District long before October 2022, okay.

18 You heard the testimony of Fred Horvath

19 about his conversations with John Vellardita. You

20 saw the text exchanges they had, which just

21 basically corroborated the fact that Fred Horvath

22 was meeting with John Vellardita at the Starbucks to

23 talk about negotiation issues. And Fred explained

24 and the text messages explain that Fred was doing so

25 in his capacity as a member of the ESEA negotiations

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1 team.

2 Also, Mr. Vellardita had a copy of Joint

3 Exhibit 5. And it plainly states right in Joint

4 Exhibit 5, paragraph four on page two, that Local 14

5 would have four appointments to the ESEA bargaining

6 team.

7 So how can CCA possibly not know that

8 Local 14 is engaged in negotiations in 2020 when Mr.

9 Vellardita, it's executive director, received his

10 own personal copy of the agreement not just from

11 Fred Horvath but from multiple sources according to

12 Mr. Vellardita.

13 Mr. Vellardita testified that in early

14 2020, okay, that Mr. Horvath explained the agreement

15 to him as a pathway to recognition without an

16 employee vote or without compliance with the

17 requirements of NRS Chapter 288. But then a short

18 time later, he says that he filed the complaint,

19 that CCEA filed the complaint in 2023 because there

20 was no compliance with the procedures of NRS 288.

21 Well, if there was no compliance with the

22 procedures of NRS 288 in 2020 or in 2021, which Mr.

23 Vellardita said that was the pathway explained to

24 him, why didn't CCA file its complaint then.

25 Now we come to I think what might be for

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1 me at least the most interesting part of ESEA's  
2 closing argument because it deals with my alleged  
3 status as an idiot, okay.  
4 So Mr. Vellardita testified that in 2023,  
5 Fred Horvath complained to him that the ESEA team  
6 and its chief negotiator, me, Frank Flaherty, were  
7 idiots, okay.  
8 Well, the problem with that is as Fred  
9 Horvath testified, okay, I was not on the ESEA  
10 negotiating team in 2023. I was ESEA's chief  
11 negotiator in 2021.  
12 Assuming for the sake of argument that my  
13 friend Fred Horvath called me an idiot, he did that  
14 in 2021 when he was complaining to John Vellardita  
15 about ESEA negotiations.  
16 And that makes John acutely aware of the  
17 extent of Local 14's involvement in ESEA  
18 negotiations with the Clark County School District.  
19 This is a -- this is a threshold matter, okay.  
20 I mean, this complaint was untimely.  
21 This Board can stop your analysis right there, okay.  
22 But if you think CCA somehow makes it  
23 past the time limit issue, now we come to the  
24 standing issue. And Ms. Herrera's already touched  
25 on that, okay.

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1 At your leisure, I'd like the Board to  
2 compare certain sections of Joint Exhibits 1 and  
3 Joint Exhibits 2.  
4 And Joint Exhibit 1 is CCEA's negotiated  
5 agreement with the Clark County School District, and  
6 Joint Exhibit 2 is ESEA's agreement with the Clark  
7 County School District.  
8 So CCEA agreement, J Exhibit 1 and  
9 Article 2-1-007, okay. CCA represents all licensed  
10 employees for the Clark County School District,  
11 okay.  
12 And you heard Dr. Jara's testimony.  
13 We're talking about people who are licensed by the  
14 Nevada Department of Education with the exception of  
15 school principals and vice principals. Everybody  
16 who has a teachers license, a school psychologist  
17 license, a nurse's license, that is the CCEA  
18 bargaining unit, okay.  
19 You take a look at Joint Exhibit 2, the  
20 ESEA agreement, there's nothing in there about  
21 licenses from the Nevada Department of Education,  
22 okay.  
23 School bus drivers have a commercial  
24 driver's license, but they don't have a license from  
25 the Nevada Department of Education, okay.

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1 Food service workers, they might have a  
2 license from the Clark County Health Department, but  
3 they don't have one from the Nevada Department of  
4 Education, okay.  
5 So the CCEA unit is for licensed  
6 personnel; teachers, school counselors,  
7 psychologists, nurses, okay.  
8 Then you can take a look at Joint Exhibit  
9 1. Again, that's the CCEA contract, all right.  
10 Articles 22-5, 22-6, 22-7, 22-10, those span pages  
11 32 through 33 of Joint Exhibit 1. And all those  
12 document a fact of life if you're a teacher, right.  
13 And that is that there's extra work you have to do  
14 after your contract day is over.  
15 Teacher's contract day is like seven  
16 hours and something minutes I think, right. But you  
17 don't just get to go home and, you know, turn on the  
18 television, okay. You've got to grade papers,  
19 you've got to plan lessons, okay. You've got to  
20 meet with parents. You've got to go to the cookie  
21 sale. I mean the bake sale, whatever, right. The  
22 contract, the teachers' contract makes it explicitly  
23 and abundantly clear that teachers are not  
24 compensated for extra hours beyond the workday.  
25 And you heard Brian Lee's testimony.

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1 Just to put a fine point on it, teachers are  
2 categorically exempt from the overtime requirements  
3 for the Fair Labor Standards Act, okay.  
4 In contract, you look at ESEA's contract,  
5 Joint Exhibit 2, okay. Article 15, the entire  
6 article is entitled overtime and it spans two pages  
7 in the contract and talks about overtime and comp  
8 time, okay, for people in the ESEA bargaining unit.  
9 That's pages 24 to 26 of Joint Exhibit 2.  
10 You go back to Joint Exhibit 1. Let's  
11 return to the CCEA contract. Article 31, teacher  
12 preparation periods. That spans three pages of  
13 Joint Exhibit 1. Pages 56 to 58. ESEA is nothing  
14 like that, okay.  
15 And in fact, if you look at NRS  
16 288.150(2)(s), teacher preparation periods are a  
17 mandatory subject of bargaining. But guess what.  
18 That's only for teachers, right. I mean, that  
19 doesn't apply to the City of Boulder or the City of  
20 Mesquite. It only applies for teachers, okay.  
21 So really the bargaining units really  
22 couldn't be more different. I mean, and  
23 additionally, if you look at the ESEA contract in  
24 its entirety, especially if you look at Article 34,  
25 which is called special conditions, the ESEA

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1 bargaining unit is incredibly diverse. You've got  
2 roofers, plumbers, food service workers, bus aides,  
3 right, I mean you've got power professionals.  
4 You've just got all kinds of folks in there. Very  
5 diverse unit.  
6 Now, CCEA in its briefing relies on EMRB  
7 Items 791 and 792 as those orders apply to NRS  
8 288.170. And I use the word applied advisedly.  
9 Because they are really very scant on analysis of  
10 NRS 288.170. Both of the orders are pretty short.  
11 I think they're about six pages each. And really I  
12 don't think there was much analysis in fairness to  
13 your colleagues and predecessors because there  
14 really wasn't much analysis required in those cases.  
15 The facts were really very straight forward.  
16 Item 791 was the Nye County Law  
17 Enforcement Association versus Nye County. Now,  
18 NCLE, NCLEA was the incumbent union of a unit  
19 recognized bargaining agent or bargaining unit that  
20 included juvenile probation officers.  
21 The County upon request from another  
22 union carved out juvenile probation officers. And  
23 of course, it had to consult with NCLEA. And in  
24 fact, it did, all right. So what the Board did is  
25 it went ahead and treated this as an appeal of the

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1 bargaining unit determination.  
2 And I think my colleague here, Ms.  
3 Herrera, already touched upon that. 288.170 doesn't  
4 provide for a complaint. It provides for an appeal.  
5 And I'll talk more about that later.  
6 Now, the Board treated as an appeal and  
7 the Board refers to other unnamed employee  
8 organizations that had to be consulted. I mean, the  
9 Board didn't even bother naming them and none of  
10 these other employee organizations bothered to  
11 intervene in Item No. 791.  
12 But the Board just kind of rotely stated  
13 that hey, you've got to consult the other bargaining  
14 unit, citing NRS 288.170(1).  
15 But the issue here is the standing to  
16 appeal the determination of the bargaining unit. I  
17 mean, Nye County Law Enforcement Association was  
18 pretty clear. I mean, NCLEA was aggrieved. They  
19 took their juvenile probation officers out of their  
20 unit, okay.  
21 CCEA can't make a claim like that here.  
22 And it hasn't made a clear like that here.  
23 Now, Item 792 was Clark County versus  
24 Clark County Defenders Union. Now, the Clark County  
25 Defenders Union filed for recognition with Clark

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1 County to recognize the public defenders, okay. But  
2 Clark County said no, we want to put the public  
3 defenders in the Clark County Prosecutors  
4 Association bargaining unit.  
5 Well, so the MRB, you know, really didn't  
6 like that, right. Because first off, the MRB had  
7 already rejected inclusion of the public defenders  
8 in the prosecutors unit several years earlier.  
9 And then just kind of almost offhand, the  
10 Board observed and oh, by the way, the counties got  
11 to consult with all the bargaining units. Again, it  
12 doesn't name the other bargaining units. No other  
13 bargaining unit's intervening. It's obvious. I  
14 think if you look at it, the Clark County  
15 Prosecutors Association didn't even intervene. I  
16 don't know why they didn't, right. But so these  
17 are -- these are real clear cut cases, okay.  
18 This case is not like Item No. 791 and  
19 792, which as I said are really very straight  
20 forward.  
21 So for that reason here, it's important  
22 to get back to basics. And the basics for this  
23 Board are gonna be found in the Nevada Supreme  
24 Court's decision in the physicians bargaining unit  
25 case. 124 Nev. 484, okay.

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1 And that's, as Ms. Herrera already  
2 referred to, the question was about standing. Who  
3 has standing to bring a complaint before this Board,  
4 okay. And the court said you've got to have a  
5 legally recognizable interest. Or at least that's  
6 what the Board said.  
7 Now, the Nevada Supreme Court kind of  
8 recast that question a little bit and it discussed  
9 it in terms of a justiciable controversy, okay. If  
10 you're interested in that, you can find it at page  
11 92 of the decision.  
12 Then the supreme court cited with  
13 approval a prior decision with this Board, an old  
14 decision of this Board from 1993, Item 300, okay.  
15 That was SEIU versus UMC.  
16 In that case, your predecessors, the  
17 EMRB, held that principles of exclusive  
18 representation require the complainant to be the  
19 recognized bargaining agent for the unit of  
20 employees aggrieved by the action, okay, by the  
21 employer's action.  
22 And that's important here, okay, because  
23 CCA is obviously aggrieved, right. Apparently it's  
24 complaining it's unhappy, but it hasn't presented  
25 any evidence that it represents employees that are

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1 aggrieved. And it can't present that evidence  
2 because ESEA with the assistance of Local 14, we  
3 represent the employees, okay, in the bargaining  
4 unit that are affected by this alleged action, which  
5 really hasn't happened, okay, but it's the alleged  
6 action.  
7 So you see, CCA in addition to a  
8 timeliness problem has a standing problem.  
9 The supreme court observed that the  
10 interest of the employees in a bargaining unit  
11 cannot be represented simultaneously by another  
12 organization. That's at page 93 of the decision.  
13 Per the Nevada Supreme Court, an employer  
14 organization has a recognizable legal interest when,  
15 one, the employees are its members, and two, no  
16 other organization represents them.  
17 ESEA strikes out. Strike one, strike  
18 two, they're out, okay. They don't represent  
19 support staff employees. ESEA represents support  
20 staff employees.  
21 Now, if you think CCA has survived a  
22 standing problem, if you think its complaint somehow  
23 was not untimely despite CCA's awareness of all this  
24 in 2020 and 2021, we actually get to the actual  
25 nitty gritty here, okay.

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1 You heard testimony about how currently  
2 and historically ESEA has had relationships with  
3 several unions; NSEA, NEA, and more recently now  
4 Local 14. Betty Luna testified to that effect,  
5 Brian Lee testified to that effect.  
6 And I think also I want to direct the  
7 Board's attention to the District's pre-hearing  
8 statement, okay. The District cited Items 86 and 89  
9 from the Board, okay. And in those cases, the EMRB  
10 found a violation of NRS 288.150 and by extension  
11 288.270 because the employer failed to negotiate  
12 with the representatives designated by the union.  
13 And interestingly enough, in Item No.  
14 089, the other union, it was the Carson City  
15 Sheriffs Employees Association, and for some reason  
16 Carson City didn't want to negotiate because they  
17 had a Teamsters at the table, a Teamsters rep, okay.  
18 So I guess we've kind of come full circle  
19 on that, okay.  
20 You saw the testimony -- excuse me. You  
21 saw Exhibits 9, Joint Exhibit 9 and Joint Exhibit  
22 11. That was the memorandum from then assistant  
23 general counsel John Okazaki of Clark County School  
24 District to all the managers of the Clark County  
25 School District who supervised ESEA bargaining unit

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1 employees, letting them know, hey, you've heard  
2 about this ESEA, Local 14 agreement. ESEA is the  
3 only bargaining agent, okay. Anything Local 14 is  
4 doing in those buildings is because they have  
5 permission from and they've been designated to do so  
6 by ESEA.  
7 And the evidence shows that the  
8 bargaining unit hasn't been split, right. You heard  
9 the testimony of both Brian Lee and Fred Horvath,  
10 right. 20 year representation gone to test,  
11 millions of dollars, time, effort, money that could  
12 have been spent better representing the employees of  
13 the Clark County School District, the support staff  
14 employees, would have allowed Local 14 to focus more  
15 of its efforts across the valley, okay.  
16 So this agreement was long past due,  
17 okay, but the agreement makes it very clear that  
18 there's no split right-of-way.  
19 I had the witness, I had I think it was  
20 Mr. Lee compare paragraphs one and paragraphs 12.  
21 Initially you have this internal administrative  
22 split. That's just how ESEA and Local 14 are gonna  
23 divide up the representation work. The  
24 representation work, they don't divide up the  
25 responsibility because ESEA cannot -- cannot divide

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1 up its responsibility. ESEA is the recognized  
2 bargaining agent, okay.  
3 You've got Joint Exhibit 4 in front of  
4 you, okay. And Joint Exhibit 4 is copies of orders  
5 from the district court in Clark County and the  
6 Nevada Supreme Court. There are six district court  
7 orders and five Nevada Supreme Court orders.  
8 This Board, it's commissioner, it's  
9 staff, it's deputy attorney general, you're along  
10 for the ride in all of that litigation.  
11 And in fact, the very last Nevada Supreme  
12 Court order was an appeal from this Board to Nevada  
13 Supreme Court. If you want to see that, that's  
14 Joint Exhibit 4, page 31.  
15 ESEA decides to designate Local 14  
16 personnel to do some of its representation work.  
17 You've got that at Joint Exhibit 5, pages one  
18 through three, you've got that at Joint Exhibit 10,  
19 the letter from Brian Lee to the CCSD on October --  
20 November 10th, 2019. And it decides to enlist the  
21 assistance of Local 14 in contract negotiations with  
22 Local 14, which really makes a lot of sense, right.  
23 I mean, you heard Fred Horvath testify,  
24 you heard Brian Lee talk about Fred Horvath and what  
25 he brings to the bargaining table for ESEA. Why

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1 wouldn't ESEA utilize Local 14 at the table, right?  
 2 I mean, if a union had access to the best damn  
 3 negotiator in the United States and could afford to  
 4 bring him or her in and put them at the table,  
 5 wouldn't the union do that? Does that mean the  
 6 union is -- that the District is somehow recognizing  
 7 a different union?  
 8 I mean, unions make these relationships  
 9 all the time, okay. There's nothing nefarious about  
 10 this. There's not some -- you know, the CCA's  
 11 attempt to cast this as a smoke filled back room  
 12 deal. That's not the case. This was a good move by  
 13 ESEA and Local 14.  
 14 Fred Horvath testified that all of his  
 15 actions -- and he's the chief executive officer of  
 16 Local 14. All of his actions and the actions of  
 17 everybody at Local 14 were taken on behalf of the  
 18 ESEA unit, okay. The entire unit, okay. As  
 19 authorized by ESEA, explicitly authorized from Joint  
 20 Exhibit 5, the agreement. And that's for the  
 21 benefit of the entire unit, okay.  
 22 Even CCEA, Exhibit 4, which was discussed  
 23 extensively here in this email, if you look at that,  
 24 there's a lot of discussion about the custodians,  
 25 Unit 2, right. The custodians are in this informal

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1 Unit 2, but there's also a reference to campus  
 2 security monitors, okay. They're in Unit 1.  
 3 They're in the building, okay.  
 4 ESEA is still doing all the leg work and  
 5 ground work for day-to-day representation of Unit 1,  
 6 okay.  
 7 So Fred Horvath. Fred Horvath engaged  
 8 with communications with the superintendent. He's  
 9 not only talking about folks in Unit 2. He's  
 10 talking about folks in Unit 1 because Local 14 is  
 11 working on behalf of the entire bargaining unit  
 12 negotiations. From day to day, it's focused on the  
 13 folks of Unit 2. As Brian Lee explained, the  
 14 research that NSEA had done indicated that folks in  
 15 Unit 2, they kinda like Local 14. They kinda like  
 16 Teamsters. They like being -- they like -- they  
 17 want to be a Teamster, right.  
 18 And so ESEA wants union representation  
 19 for the working people and support staff of the  
 20 Clark County School District, so they make an  
 21 agreement to allow them to join Teamsters. And  
 22 that's how they compensate Teamsters. Through the  
 23 assistance Teamsters provides and the representation  
 24 of the ESEA bargaining unit.  
 25 There's no evidence that ESEA ever

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1 notified CCSD that it was disclaiming interest in  
 2 any portion of the ESEA bargaining unit.  
 3 You heard Brian Lee's testimony. That  
 4 stands un rebutted. Also un rebutted, the testimony  
 5 of Fred Horvath, the testimony of Dr. Jara.  
 6 Local 14 never presented the documents  
 7 required by NRS 288.160(1) to seek recognition of  
 8 any portion of the support staff bargaining unit  
 9 with the Clark County School District. Constitution  
 10 and bylaws, list of officers and representatives,  
 11 pledge not to strike under any circumstances. As a  
 12 legal matter, pursuant to NRS 288.160, there simply  
 13 cannot be recognition of any union as a bargaining  
 14 agent for any unit without this critical step.  
 15 It doesn't matter what the media reports,  
 16 it doesn't even matter what the District says in its  
 17 own press release. It doesn't matter what ESEA and  
 18 Local 14 agree to in their agreement. It doesn't  
 19 matter that ESEA forwards dues to Local 14 for folks  
 20 in Unit 2 who want to be a member of a union, okay.  
 21 It doesn't matter what are said in texts between Dr.  
 22 Jara and Local 14 or emails or what's said at  
 23 Starbucks. That all amounts to nothing, okay.  
 24 The bargaining unit cannot be split  
 25 without CCSD's consent. And we know per the

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1 testimony of Dr. Jara that takes a Board vote, okay.  
 2 And if we look at Joint Exhibit -- bear  
 3 with me, please. Joint Exhibit 14, CCA was well  
 4 aware of that in 2021 when it complained that  
 5 Trustee Guzman would have a conflict of interest on  
 6 any vote for recognition of Teamsters modified --  
 7 Teamsters for the modified ESEA bargaining unit.  
 8 Again, more evidence that CCA was aware  
 9 of this long before October of 2022. But most  
 10 importantly, there simply cannot be recognition  
 11 without presentation of the documents required by  
 12 NRS 288.160 and a vote of the entire Board for the  
 13 Clark County School District.  
 14 Superintendent Jara does not have the  
 15 authority to recognize ESEA -- excuse me -- Local 14  
 16 as a bargaining agent. Doesn't matter what he  
 17 texts, what he emails, what he says over a cup of  
 18 coffee. Doesn't matter. He doesn't have the  
 19 authority.  
 20 And the abundance -- the evidence was  
 21 clear. CCSD never recognized Local 14 as a  
 22 bargaining agent and it never agreed to split the  
 23 bargaining unit.  
 24 So if you think CCA was timely, and if  
 25 you think CCA has standing, and if you think the

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1 bargaining unit has actually been split, and if you  
2 think CCSD has somehow recognized Local 14 as a  
3 bargaining agent for a portion of the support staff  
4 bargaining unit, if you think that despite all the  
5 evidence to the contrary, remember that per NRS  
6 288.170, CCEA is limited to an appeal of the Clark  
7 County School District's alleged determination of  
8 the bargaining unit. And the sole criterion for the  
9 appeal is a community of interests, okay.

10 CCEA has presented zero evidence in that  
11 regard.

12 In contrast, ESEA has presented evidence  
13 that there is not a community of interest between  
14 ESEA and the CCA bargaining unit employees. That  
15 was the exercise we just went through with Joints  
16 Exhibit 1 and Joints Exhibit 2.

17 Therefore, to the extent the Board, you  
18 think CCEA's made it that far, you can summarily  
19 deny CCEA's appeal.

20 They failed to make their case. They  
21 failed to present any community of interest, okay.  
22 They failed to present evidence to show they have  
23 standing. Beyond its rote and repeated recitals to  
24 NRS 288.170(1), CCEA has not explained how it is  
25 aggrieved. Not how it is aggrieved actually. How

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1 the employees it represents are aggrieved by this  
2 alleged determination of the bargaining unit by Dr.  
3 Jara currently, okay.

4 Therefore, there's no standing. There's  
5 no standing to appeal under NRS 288.170(5).

6 Now, Ms. Herrera asked twice in her  
7 closing statement why are we here. I'm not sure if  
8 that was a rhetorical question repeated.

9 So let's talk a little bit about ULP. I  
10 often refer to them as ULPs. They're unfair labor  
11 practices. The exact terminology in NRS 288.270 are  
12 prohibited labor practices, okay.

13 Now, it's not unusual when things get  
14 tough at the bargaining table for either an employer  
15 or a union to file prohibited labor practice. And  
16 it's not unusual to file multiple prohibited labor  
17 practices.

18 CCA has in fact filed multiple prohibited  
19 labor practices, okay. There's this one, 2023-009,  
20 okay. It's also filed against the CCSD 2023-010,  
21 -014, -018, and -021. I'm gonna come back to that  
22 in a minute, but there was another point I should  
23 have made.

24 During its presentation, CCA made a  
25 reference to self-serving backroom deals, you know,

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1 complaints that ESEA bylaws weren't amended to  
2 somehow accommodate this arrangement between ESEA  
3 and Local 14, okay. But CCEA does not speak for the  
4 employees affected by that, okay.

5 And notably despite CCA's assertion, Mr.  
6 Vellardita's assertion that after CCEA disaffiliated  
7 from NSEA, they were approached by many support  
8 staff employees, you know, who wanted to work with  
9 CCA and they also wanted to disaffiliate, okay.

10 So but they didn't produce a single  
11 support staff employee as a witness here today. So  
12 where are these employees who are dissatisfied?  
13 Where are the employees who are unhappy about the  
14 fact that they've got two unions working on their  
15 behalf? There are none, all right.

16 Why are we here? Why has CCEA filed five  
17 ULPs against the Clark County School District?  
18 Strategic move I guess. I have to speculate a  
19 little bit. Things are not going well at the table  
20 between CCEA and CCSD. I think if you read the  
21 paper, you'd know that.

22 In contrast, as observed by Fred Horvath,  
23 for the first time in over 20 years, ESEA and CCSD  
24 had a tentative agreement in place for a new  
25 contract before the school year commenced, okay.

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1 Joint Exhibit 16, page two, all right. That is a  
2 good thing.

3 And you heard both Fred Horvath and Brian  
4 Lee testify about the other good things, okay.  
5 Things are getting better for the support staff  
6 employees of the Clark County School District  
7 because of this agreement between ESEA and Local 14.  
8 It's a good thing. It's not unlawful, all right.

9 So things are pretty well right now. I  
10 mean, things are -- it's never a day in paradise,  
11 but things are okay right now between ESEA and CCSD  
12 in contrast to CCSD. Excuse me. In contrast to  
13 CCEA.

14 Now, it's unfortunate that things are bad  
15 between CCA and CCSD right now, but that does not  
16 justify CCEA's attempt to drag the ESEA bargaining  
17 unit into its dysfunctional relationship with the  
18 Clark County School District.

19 Therefore, this Board should award ESEA  
20 its attorney's fees and costs for having to  
21 intervene in this matter, to protect ESEA's right  
22 pursuant to NRS 288.150 to designate representatives  
23 of its own choice, for day-to-day representation  
24 with the unit, to pick its own bargaining team,  
25 okay, and to preserve this important milestone

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1 agreement it reached with ESEA, Local 14. Excuse  
 2 me. Teamsters Local 14.  
 3 To sum it up, CCA's complaint's not  
 4 timely, CCA has no standing. ESEA has a right to  
 5 designate its own representatives. The bargaining  
 6 unit has not been split. CCSD has not recognized  
 7 Local 14 as a bargaining agent. In terms of CCA's  
 8 complaint, there's just nothing here, okay. The CCA  
 9 complaint should be dismissed and ESEA should be  
 10 awarded attorney fees and costs. Thank you for your  
 11 attention.  
 12 CHAIRWOMAN WILLIAMS: Okay.  
 13 MR. URBAN: We're gonna give you, Mr.  
 14 Sorenson, your time, but I had a question for you,  
 15 Mr. Flaherty.  
 16 I didn't hear your citation of authority  
 17 for your fees and cost requests.  
 18 MR. FLAHERTY: I didn't give you one.  
 19 MR. URBAN: Okay. Very good.  
 20 And Mr. Sorenson, I had a -- like I have  
 21 the complaint before you started that you filed on  
 22 behalf of your client here and I had a question for  
 23 you with regard to the complaint and your prayer.  
 24 You say that you want a finding that the  
 25 Board finds that CCSD has unlawfully recognized

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1 Teamsters as the recognized employer organization.  
 2 Can you tell the Board when you believe  
 3 that took place?  
 4 MR. SORENSEN: Per John Vellardita's  
 5 testimony, that would have been when Fred Horvath  
 6 and the Teamsters began taking the active role in  
 7 negotiations they did in 2023 contract negotiations.  
 8 MR. URBAN: But you did know and your  
 9 client did know that they were actively involved in  
 10 negotiations in 2021, correct?  
 11 MR. SORENSEN: He was aware of the  
 12 agreement, but the agreement states that the  
 13 Teamsters will designate employees of the school  
 14 district to the bargaining team. Not that they will  
 15 be there themselves necessarily. He was aware that  
 16 they were there, but as he testified, it was -- it  
 17 was more he didn't realize there was as active of a  
 18 role as he was made aware of in 2023.  
 19 MR. URBAN: Even though he had a copy of  
 20 the agreement, correct?  
 21 MR. SORENSEN: Right. Which the  
 22 agreement does not state that -- that -- if you look  
 23 at the agreement, number four, it says that -- that  
 24 ESEA will appoint four employees of Unit 2  
 25 designated by Local 14. It doesn't say Local 14

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1 itself will be at the table. It says that Local 14  
 2 will appoint four people who have to be members of  
 3 either union. That doesn't necessarily say that  
 4 Local 14 will be at the table. It says that they  
 5 get to appoint someone.  
 6 So Mr. Vellardita would not necessarily  
 7 have known just from reading this agreement that  
 8 that was what was going to be happening.  
 9 MR. URBAN: But you heard the testimony  
 10 and the arguments that the parties are entitled to  
 11 designate whoever they want as their recognized  
 12 representative at the table, correct?  
 13 MR. SORENSEN: I did.  
 14 MR. URBAN: And going back to Ms.  
 15 Herrera's comments, what exactly is the harm to your  
 16 client here?  
 17 MR. SORENSEN: Well, we do have a right  
 18 to be consulting under the statute. Under NRS 2 --  
 19 2 -- what is it? Right here. Sorry. 288.170(1).  
 20 And as you had heard from Mr. Vellardita,  
 21 there were discussions shortly after CCA broke away  
 22 from NEA that with bargaining unit members in the  
 23 ESEA bargaining unit. And so this would deprive us  
 24 any chance of being able to represent those members  
 25 if that was the direction we wanted to go or would

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1 make it more difficult.  
 2 MR. URBAN: Again, and the harm is?  
 3 MR. SORENSEN: That we did not get our  
 4 statutory right to be consulted before this  
 5 bargaining unit was formed.  
 6 MR. URBAN: And then finally, on the  
 7 question of standing, what is your recognized  
 8 interest, standing it's receiving?  
 9 MR. SORENSEN: That we have a legal right  
 10 to be consulted before the formation of a new  
 11 bargaining unit.  
 12 MR. URBAN: Thank you. And then -- sorry  
 13 I asked those questions. I just wanted to clarify  
 14 those items here.  
 15 You're welcome to have your five minutes  
 16 of rebuttal.  
 17 MR. SORENSEN: No, that was a lot what I  
 18 wanted to talk about. So I appreciate it. And I  
 19 can see that your other panelists would like to get  
 20 going, so I will -- I would like to rebut one  
 21 aspect.  
 22 The District did ask why if CCEA was  
 23 going to represent ESEA members why they didn't do  
 24 so during those 20 years.  
 25 At the time, they were affiliated with

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1 ADA, which is also what ESEA is affiliated with. So  
 2 that would not have been appropriate during that  
 3 time. And that was testified to during this hearing  
 4 that that -- that break took place around 2018. And  
 5 beyond that, that's all I have, so.  
 6 MR. URBAN: Okay.  
 7 CHAIRWOMAN WILLIAMS: Okay.  
 8 MR. URBAN: Thank you.  
 9 CHAIRWOMAN WILLIAMS: Thank you.  
 10 MR. FLAHERTY: Thank you.  
 11 MS. HERRERA: Thank you.  
 12 CHAIRWOMAN WILLIAMS: Okay. Do you have  
 13 a final --  
 14 COMMISSIONER SNYDER: Yeah. We need to  
 15 go through the exhibits just to make sure we have --  
 16 MR. URBAN: So we can close the record  
 17 though, right, first?  
 18 COMMISSIONER SNYDER: No, we're still on  
 19 the record.  
 20 CHAIRWOMAN WILLIAMS: We're still on the  
 21 record.  
 22 COMMISSIONER SNYDER: I want the  
 23 attorneys to confirm that we have 20 joint exhibits  
 24 that have been admitted. 19 originally, plus No. 20  
 25 that was offered later on. And we also have four

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1 CCEA exhibits, one of which was originally objected  
 2 to, but the presiding officer Ms. Williams agreed to  
 3 admit it.  
 4 So those four are also admitted; is that  
 5 correct?  
 6 MS. HERRERA: Yes.  
 7 MR. SORENSEN: I believe that's all of  
 8 them.  
 9 MR. FLAHERTY: Yes, that's correct.  
 10 COMMISSIONER SNYDER: Okay. Transcript?  
 11 THE COURT REPORTER: Three weeks.  
 12 COMMISSIONER SNYDER: Three weeks. Okay.  
 13 And then we get the original I guess.  
 14 THE COURT REPORTER: Yes.  
 15 CHAIRWOMAN WILLIAMS: Any other important  
 16 details? Okay. We will go into recess of this  
 17 meeting. So we will be convening again tomorrow,  
 18 correct?  
 19 COMMISSIONER SNYDER: Yep.  
 20 CHAIRWOMAN WILLIAMS: Thank you,  
 21 everyone.  
 22 MS. MASTERS: You need to ask them if  
 23 they've had sufficient time to present their cases.  
 24 You haven't asked them. They certainly should tell  
 25 you.

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1 CHAIRWOMAN WILLIAMS: Did you have  
 2 appropriate time to present your cases?  
 3 MR. SORENSEN: Yee.  
 4 MR. FLAHERTY: For ESEA, yes.  
 5 MS. HERRERA: Yes.  
 6 CHAIRWOMAN WILLIAMS: Okay. Yes, they  
 7 did.  
 8 COMMISSIONER SNYDER: The Board will be  
 9 back tomorrow, a different cast of characters, a  
 10 different hearing.  
 11 And Mr. Flaherty, you're other attorney  
 12 in your office will be in that hearing tomorrow.  
 13 MR. TAYLOR: If you can let the  
 14 participants know the time that we'll begin  
 15 tomorrow.  
 16 COMMISSIONER SNYDER: We're starting  
 17 tomorrow at 8:15.  
 18 CHAIRWOMAN WILLIAMS: Tomorrow at 8:15.  
 19 COMMISSIONER SNYDER: Yeah, that's in the  
 20 agenda.  
 21 MR. TAYLOR: I just want to make the  
 22 record clear.  
 23 CHAIRWOMAN WILLIAMS: Okay. Thank you.  
 24 MR. URBAN: Counsel, thank you. That was  
 25 a very good presentation.

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1 CHAIRWOMAN WILLIAMS: Thank you.  
 2 (Whereupon, the proceedings concluded at  
 3 4:24 p.m.)  
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1           REPORTER'S CERTIFICATE  
2   STATE OF NEVADA )  
          ) ss  
3   COUNTY OF CLARK )  
4

5           I, JoAnn Melendez, Certified Shorthand  
6   Reporter, do hereby certify that I took down in  
7   Stenotype all of the proceedings had in the  
8   before-entitled matter at the time and place indicated  
9   and that thereafter said shorthand notes were  
10   transcribed into typewriting at and under my direction  
11   and supervision and that the foregoing transcript  
12   constitutes a full, true and accurate record of the  
13   proceedings had.

14           IN WITNESS WHEREOF, I have hereunto set my  
15   hand in the County of Clark, State of Nevada, this  
16   14th day of November 2023.

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21           JoAnn Melendez  
          CCR No. 370  
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