

1 STATE OF NEVADA
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
3 RELATIONS BOARD
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5 DOUGLAS WAYNE SLAG and
6 HERMOGENA CANETE SLAG,

7 Complainants,

8 vs.

9 CLARK COUNTY EDUCATION
10 ASSOCIATION and CLARK COUNTY
11 SCHOOL DISTRICT,

12 Respondents.

) ITEM NO. 503D

) CASE NO. A1-045714

) DECISION

12 For Complainant: Frank J. Cremen, Esq.

13 William L. Messenger, Esq.
14 National Right to Work Legal Defense

15 For Respondent CCEA: Sandra G. Lawrence, Esq.
16 Dyer, Lawrence, Penrose, Flaherty & Donaldson

17 For Respondent CCSD: L. Steven Demaree, Esq.
18 Clark County School District

19 STATEMENT OF THE CASE

20 On July 6, 2001, Douglas Wayne Slag and Hermogena Canete Slag (hereafter
21 "Complainants") filed a verified complaint with the Local Government Employee-Management
22 Relations Board (hereafter "Board"). Thereafter, a motion to strike the complaint was filed by
23 the Clark County Education Association (hereafter "Association") and a motion to dismiss was
24 filed by the Clark County School District (hereafter "School District"). The parties filed their
25 respective responses and replies.

26 Subsequently, the School District and the Association filed answers and thereafter, the
27 parties filed prehearing statements.

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1 On February 7, 2002, the Association filed a Motion for Summary Judgement, and on
2 February 19, 2002, Complainants filed a Motion for Summary Judgement. The parties filed their
3 respective responses and replies.

4 On April 2, 2002, a "Joint Position for Pre-Hearing Conference" was filed by the parties,
5 wherein the parties agreed on the issues to be decided by this Board, provided the Board with
6 affirmative defenses and proposed remedies, provided proposed facts and exhibits, and agreed
7 that an administrative hearing would not be necessary. More specifically, the parties agreed,
8 "witnesses are not necessary. The factual record is composed of a small number of documents
9 . . . [which] speak for themselves. [That] the case be tried on [the Association's] motion for
10 summary judgment, the [School District's] Prehearing Statement, and the Complainants' cross
11 motion for summary judgment, and the pleadings and papers on file" in this matter. The parties
12 presented oral arguments pursuant to NRS 288.110(5)(b) on April 17, 2002.

13 The Board deliberated on this matter on the 7th day of May, 2002, noticed in accordance
14 with Nevada's Open Meeting Law, and finds and orders as follows:

15 FINDINGS OF FACT

16 1. In September and October 1999, Complainants joined the Association and each
17 executed "Membership Enrollment" forms. Those forms specifically state as follows:

18 My signature authorizes CCEA to negotiate for me
19 before the school district, as provided in Nevada Statutes, those
20 items affecting my salary, hours and conditions of employment and
21 to represent me in other matters affecting the professional services
22 of educators and the quality of education.

23 With full knowledge of the above, I hereby agree to pay
24 cash for or authorize my employer to deduct from my salary
25 and pay to the CCEA, in accordance with the agreed-upon
26 payroll deduction procedure, the professional dues as established
27 annually. . . . I may revoke this authorization by giving written
28 notice to that effect to the CCEA between July 1 and July 15 of
any calendar year. I understand if I terminate my employment,
the balance of my dues for that membership year will be deducted
from my payroll check(s). Dues are paid on an annual basis.
Although dues may be deducted by payroll deduction in order to
provide an easier method of payment, a member is obligated to
pay the dues from the date of enrollment through the end of
the membership year. (Emphasis added.)

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1 2. Although the termination of membership documents provided by Complainants to the
2 Association indicate a financial hardship, it was presented at oral arguments that the
3 Complainants were unsatisfied with the Association's representation and wished to withdraw
4 from the Association because of such dissatisfaction.

5 3. A collective bargaining agreement existed between the Association and the School
6 District, and Article 8 thereof pertained to dues deduction.

7 4. Dues are due annually; however, for the convenience of members, dues can be
8 deducted from the members' periodic paychecks. Should a member cease working for the
9 School District, members are still obligated by contract with the Association to pay the
10 remainder of the dues for that school year.

11 5. It is common for employee organizations to have a window period in which members
12 may elect to cease being a member of that organization. A window period aids the employee
13 organization in budgeting for the day-to-day operations and other financial considerations on an
14 annual basis.

15 6. Absent a violation of NRS Chapter 288, the Board does not normally have jurisdiction
16 to interpret the parties' contracts. However, the Board finds in this case the Association's form
17 confusing because it intermingles a membership enrollment and an authorization for dues
18 deduction.

19 7. Should any finding of fact be more properly construed as conclusions of law, may
20 they be so deemed.

21 CONCLUSIONS OF LAW

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

25 2. The School District is a local government employer as defined in NRS 288.060.

26 3. The Association is an employee organization as defined by NRS 288.040.

27 4. The Association and the School District are parties to a collective bargaining
28 agreement, with Article 8 thereof pertaining to dues deduction.

1 5. The Complainants entered into a contract for membership in the Association, with that
2 contract containing a provision for payment of dues.

3 6. The Complainants' obligation to pay dues after signing the enrollment form is a
4 contractual issue with the Association; however, should the terms of a membership enrollment
5 form or the parties' collective bargaining agreement violate a provision of NRS Chapter 288 or
6 NAC Chapter 288, then this Board would have jurisdiction over that violation.

7 7. The Board concludes that, although confusing and perhaps poorly drafted, the
8 Association membership enrollment and dues deduction authorization form is not so onerous or
9 misleading as to be a prohibited practice pursuant to NRS 288.270.

10 8. Should any conclusion of law be more properly construed as a finding of fact, may it
11 be so deemed.

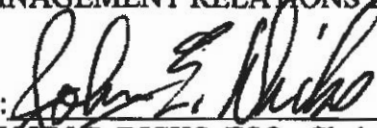
12 **DECISION AND ORDER**

13 IT IS HEREBY ORDERED that the Complainants have failed to prove a violation of
14 NRS 288.270 by either the School District or the Association.

15 IT IS FURTHER ORDERED that each party is to bear their own costs and attorneys'
16 fees.

17 DATED this 7th day of May, 2002.

18 LOCAL GOVERNMENT EMPLOYEE-
19 MANAGEMENT RELATIONS BOARD

20 BY: 
21 JOHN E. DICKS, ESQ., Chairman

22 BY: 
23 JAMES E. WILKERSON, SR., Vice-Chairman

24 BY: 
25 JANET TROST, ESQ., Board Member
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