

FILED
May 30, 2026
State of Nevada
E.M.R.B.
2:29 p.m.

**EMPLOYEE-MANAGEMENT RELATIONS BOARD
STATE OF NEVADA**

LaNae D. Barnum,
Complainant,

CASE NO. 2026-011

v.

CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada;

TEAMSTERS LOCAL 14, a Nevada employee organization,
Respondents.

COMPLAINT

COMES NOW the Complainant, LaNae D. Barnum, an individual, and for causes of action against Respondents CLARK COUNTY SCHOOL DISTRICT (CCSD) and TEAMSTERS LOCAL 14, alleges as follows:

GENERAL ALLEGATIONS

1. At all times relevant hereto, Complainant was a resident of Clark County, Nevada, and an employee of the Clark County School District.
2. At all times relevant hereto, Respondent CCSD was and is a local government employer as defined by NRS 288.060.
3. At all times relevant hereto, Respondent Teamsters Local 14 was and is an employee organization as defined by NRS 288.040.
4. At all times material herein, Complainant, CCSD, and Teamsters Local 14 were parties to a Collective Bargaining Agreement ("CBA").
5. The actions giving rise to this Complaint occurred in whole or in part in Clark County, Nevada.

FACTUAL ALLEGATIONS

6. Complainant repeats and realleges paragraphs 1 through 5 as though fully set forth herein.
7. On April 9, Complainant was subjected to a random drug test administered by CCSD.
8. On April 21, Complainant was informed by her supervisor, Wally Respite, that the test returned positive for THC. Complainant immediately contacted her union representative, Tamura Jamison, Teamsters Local 14.
9. Complainant was placed on paid administrative leave pending investigation.
10. On April 28, Complainant attended an in-person investigative meeting with two CCSD HR personnel and union representative Jamison.
11. During this meeting, Complainant was instructed to:
 - a. Clear her CDL through the federal clearinghouse; and
 - b. Complete a substance abuse class, which Complainant paid for out-of-pocket at a cost exceeding \$500.
12. No strategy, defense plan, or explanation of rights was provided by the union representative.
13. On May 6, Complainant was suspended without pay, despite having no prior discipline and without CCSD applying progressive discipline steps required by policy.
14. On May 20, Complainant participated in a telephonic meeting with CCSD Employee Relations and union representative Jamison. No advocacy or defense was presented by the union.
15. On May 22, Complainant contacted Jamison for an update. Jamison informed Complainant that she had been terminated, and that a certified termination letter would be mailed within days.
16. Contrary to this representation, CCSD did not send the certified letter directly to Complainant. Instead, CCSD routed the notice of unpaid suspension through Complainant's supervisor, Wally Respite, despite informing Complainant that it would arrive by certified mail.
17. As of the date of this Complaint, CCSD has not issued or mailed a termination letter at all. Complainant was forced to contact CCSD HR herself on May 29, and after speaking with four HR employees, Complainant was informed that the district was still preparing the termination letter, contradicting the union representative's statements.

18. At the outset of representation, Jamison stated “this is serious” and “THC stays in your body for 30 days,” but provided no further explanation of rights, options, or strategy.

19. Throughout the process, Jamison:

- a. Failed to investigate;
- b. Failed to challenge the drug test;
- c. Failed to enforce progressive discipline;
- d. Failed to communicate with HR;
- e. Failed to advocate for Complainant;
- f. Participated only in the two required meetings; and
- g. Failed to pursue or even discuss arbitration.

20. On May 22, Complainant emailed Union President Davis regarding the union’s refusal to file for arbitration and the union representative’s unauthorized settlement posture.

21. Jamison stated she was refusing to file an arbitration claim because “they would lose,” despite never consulting union leadership, never investigating the facts, and never reviewing the CBA.

22. As a result of the union’s failures, Complainant was denied due process, denied progressive discipline, denied proper notice, and denied access to the grievance and arbitration procedures guaranteed by the CBA.

FIRST CAUSE OF ACTION

(Duty of Fair Representation — Teamsters Local 14)

23. Complainant repeats and realleges paragraphs 1 through 22 as though fully set forth herein.

24. Teamsters Local 14 owed Complainant a Duty of Fair Representation under NRS 288.270 and Nevada case law.

25. The union breached this duty by acting in an arbitrary, negligent, and bad-faith manner, including but not limited to:

- a. Failing to investigate the allegations;
- b. Failing to challenge CCSD’s procedural violations;
- c. Failing to enforce progressive discipline;
- d. Failing to communicate material information;
- e. Failing to advocate on Complainant’s behalf;

- f. Refusing to pursue arbitration without a rational basis;
- g. Misrepresenting the status of Complainant's termination; and
- h. Abandoning Complainant to navigate HR alone.

26. As a direct and proximate result of the union's breach, Complainant suffered financial harm, loss of employment, loss of rights under the CBA, and emotional distress.

SECOND CAUSE OF ACTION

(Prohibited Practice — CCSD)

27. Complainant repeats and realleges paragraphs 1 through 26 as though fully set forth herein.

28. CCSD violated NRS 288.270 by:

- a. Failing to follow required disciplinary procedures;
- b. Failing to provide certified written notice of termination;
- c. Interfering with Complainant's rights under the CBA;
- d. Denying Complainant due process; and
- e. Discriminating against Complainant for exercising protected rights.

29. As a result, Complainant suffered damages as previously described.

REQUEST FOR RELIEF

Complainant respectfully requests that the EMRB:

- 1. Issue a bargaining order directing Respondents to comply with the CBA's grievance and arbitration procedures.
- 2. Order Teamsters Local 14 to properly process Complainant's grievance, including pursuing arbitration if warranted.
- 3. Order CCSD to comply with all procedural requirements of the CBA and Nevada law.
- 4. Award damages consistent with the findings of the EMRB.
- 5. Award any other relief the Board deems just and proper.

VERIFICATION

I, LaNae D. Barnum, verify that the foregoing Complaint is true and correct to the best of my knowledge.

Dated this 30th day of May, 2026.

LaNae D. Barnum

A handwritten signature in black ink, appearing to read 'LaNae Barnum', with a long horizontal flourish extending to the right.

Complainant

CERTIFICATE OF SERVICE

I certify that on the 30th day of May, 2026, I served a copy of the foregoing Complaint by certified mail to:

CLARK COUNTY SCHOOL DISTRICT

5100 W. Sahara Avenue

Las Vegas, NV 89146

TEAMSTERS LOCAL 14

8951 W. Sahara Avenue, Suite 100

Las Vegas, NV 89117

LaNae D. Barnum

A handwritten signature in black ink, appearing to read 'LaNae Barnum', with a long horizontal flourish extending to the right.

CCSD (Respondent)

Answer

FILED
June 25, 2026
State of Nevada
E.M.R.B.
1:25 p.m.

OFFICE OF THE GENERAL COUNSEL
CLARK COUNTY SCHOOL DISTRICT
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*Attorney for Respondent,
Clark County School District*

STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANAE D. BARNUM,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT, a
political subdivision of the State of Nevada;
and TEAMSTERS LOCAL 14, a Nevada
employee organization,

Respondents.

CASE NO.: 2026-011

**CLARK COUNTY SCHOOL
DISTRICT'S ANSWER**

COMES NOW, Respondent, CLARK COUNTY SCHOOL DISTRICT ("District"), by
and through its undersigned counsel, and for its Answer to the Complaint on file herein, admits,
denies, states, and alleges as follows:

GENERAL ALLEGATIONS

1. Answering paragraph 1 of the Complaint, the District admits that Complainant
Lanae Barnum ("Complainant") is a former employee of the District. The District is without
sufficient knowledge or information to admit or deny the remaining allegations in said paragraph,
and therefore denies the allegations.

2. Answering paragraph 2 of the Complaint, the District admits the allegations
contained therein.

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1 3. Answering paragraph 3 of the Complaint, the District is without sufficient
2 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
3 the allegations.

4 4. Answering paragraph 4 of the Complaint, the District denies the allegations
5 contained therein.

6 5. Answering paragraph 5 of the Complaint, the District is without sufficient
7 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
8 the allegations.

9 **FACTUAL ALLEGATIONS**

10 6. Answering paragraph 6 of the Complaint, the District repeats and reasserts its
11 responses to each of the preceding paragraphs as if fully set forth herein.

12 7. Answering paragraph 7 of the Complaint, the District admits that on April 9, 2026,
13 Complainant was subject to a random drug test. The District is without sufficient knowledge or
14 information to admit or deny the remaining allegations in said paragraph, and therefore denies
15 those allegations.

16 8. Answering paragraph 8 of the Complaint, the District admits that Complainant was
17 informed her random drug test results returned positive for marijuana metabolites. The District is
18 without sufficient knowledge or information to admit or deny the remaining allegations in said
19 paragraph, and therefore denies the allegations.

20 9. Answering paragraph 9 of the Complaint, the District is without sufficient
21 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
22 the allegations.

23 10. Answering paragraph 10 of the Complaint, the District admits that on April 28,
24 2026, the District conducted an investigatory meeting with Complainant, with her union
25 representative Tamura Jamison present, related to her positive drug test result. The District denies
26 the remaining allegations contained therein.

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1 11. Answering paragraph 11 of the Complaint, the District is without sufficient
2 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
3 the allegations.

4 12. Answering paragraph 12 of the Complaint, the District is without sufficient
5 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
6 the allegations.

7 13. Answering paragraph 13 of the Complaint, the District admits that Complainant
8 was suspended pending a recommendation for dismissal on May 6, 2026. The District denies the
9 remaining allegations contained therein.

10 14. Answering paragraph 14 of the Complaint, the District admits that an evidentiary
11 hearing was conducted on May 20, 2026 with Complainant and her union representative, Tamura
12 Jamison. The District denies the remaining allegations contained therein.

13 15. Answering paragraph 15 of the Complaint, the District is without sufficient
14 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
15 the allegations.

16 16. Answering paragraph 16 of the Complaint, the District is without sufficient
17 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
18 the allegations.

19 17. Answering paragraph 17 of the Complaint, the District denies the allegations
20 contained therein.

21 18. Answering paragraph 18 of the Complaint, the District is without sufficient
22 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
23 the allegations.

24 19. Answering paragraph 19 of the Complaint, the District is without sufficient
25 knowledge or information to admit or deny the allegations in said paragraph, and therefore denies
26 the allegations.

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1 4. For such other and further relief as the Board deems just and appropriate.

2 DATED this 25th day of June, 2026.

3 CLARK COUNTY SCHOOL DISTRICT
4 OFFICE OF THE GENERAL COUNSEL

5 By: /s/ Crystal J. Pugh
6 CRYSTAL J. PUGH, ESQ.
7 Nevada Bar No. 12396
8 BETTY J. FOLEY, ESQ.
9 Nevada Bar No. 14517
10 5100 West Sahara Avenue
11 Las Vegas, Nevada 89146
12 Attorney for Respondent,
13 Clark County School District

Teamsters, Local 14 (Respondent)

Answer

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STATE OF NEVADA

GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

LANAE BARNUM,

Complainant,

v.

CLARK COUNTY SCHOOL DISTRICT;
TEAMSTERS LOCAL 14,

Respondents.

Case Number: 2026-011

**RESPONDENT TEAMSTERS, LOCAL
14'S ANSWER TO EMRB COMPLAINT**

Respondent, TEAMSTERS, LOCAL 14 ("Respondent," "Union," or "Local"), by and through its undersigned counsel of record, hereby answer the Claims submitted by the Petitioner LANAE BARNUM ("Petitioner" or "Complainant") in the Complaint as follows:

GENERAL ALLEGATIONS

1. Respondent admits the contents of Petitioner's Paragraph 1.
2. Respondent admits the contents of Petitioner's Paragraph 2.
3. Respondent admits the contents of Petitioner's Paragraph 3.
4. Respondent admits in part and denies in part the contents of Petitioner's Paragraph 4. Respondent admits that Respondent CCSD is a party to the Collective Bargaining Agreement, but Respondent denies that Teamsters Local 14 is a party to the Collective Bargaining Agreement.
5. Respondent admits the contents of Petitioner's Paragraph 5.
6. Respondent restates its responses to Petitioner's Paragraphs 1-5.

1 7. Respondent lacks sufficient information to admit or deny the contents of
2 Petitioner's Paragraph 7 and therefore denies its contents.

3 8. Respondent lacks sufficient information to admit or deny the contents of
4 Petitioner's Paragraph 8 and therefore denies its contents.

5 9. Respondent admits the contents of Petitioner's Paragraph 9.

6 10. Respondent admits the contents of Petitioner's Paragraph 10.

7 11. Respondent lacks sufficient information to admit or deny the contents of
8 Petitioner's Paragraph 11 and therefore denies its contents.

9 12. Respondent fully denies each and every allegation of Petitioner's Paragraph 12.

10 13. Respondent admits in part and denies in part the contents of Petitioner's Paragraph
11 13. Respondent admits only that Complainant was suspended without pay, but Respondent denies
12 the remainder of the allegations in Paragraph 13.

13 14. Respondent admits in part and denies in part the contents of Petitioner's Paragraph
14 14. Respondent admits only that Complainant participated in a telephonic meeting with CCSD
15 Employee Relations and Union Representative Tamura Jamison but denies the remainder of the
16 allegations in Paragraph 14.

17 15. Respondent lacks sufficient information to admit or deny the contents of
18 Petitioner's Paragraph 15 and therefore denies its contents.

19 16. Respondent lacks sufficient information to admit or deny the contents of
20 Petitioner's Paragraph 16 and therefore denies its contents.

21 17. Respondent lacks sufficient information to admit or deny the contents of
22 Petitioner's Paragraph 17 and therefore denies its contents.

23 18. Respondent lacks sufficient information to admit or deny the contents of
24 Petitioner's Paragraph 18 and therefore denies its contents.

25 19. Respondent fully denies each and every allegation contained in Petitioner's
26 Paragraph 19.

20. Respondent lacks sufficient information to admit or deny the contents of Petitioner's Paragraph 20 and therefore denies its contents.

21. Respondent fully denies each and every allegation contained in Petitioner's Paragraph 21.

22. Respondent fully denies each and every allegation contained in Petitioner's Paragraph 22.

FIRST CAUSE OF ACTION

23. Respondent repeats, realleges and incorporate by references each and every response to Petitioner's Paragraphs 1-22 as set forth above.

24. Respondent is not required to respond to Petitioner's Paragraph 24, as it sets forth legal conclusions.

25. Respondent denies each and every allegation set forth in Petitioner's Paragraph 25.

26. Respondent denies each and every allegation set forth in Petitioner's Paragraph 26.

SECOND CAUSE OF ACTION

27. Respondent repeats, realleges and incorporate by references each and every response to Petitioner's Paragraphs 1-26 as set forth above.

28. Respondent is not required to respond to Petitioner's Paragraph 28, as the allegations do not relate to Respondent.

29. Respondent is not required to respond to Petitioner's Paragraph 29, as the allegations do not relate to Respondent.

PRAYER FOR RELIEF

1. Responding to the Petitioner's requests for relief numbered 1 through 5 as stated in the Complaint, the Local denies that Complainant is entitled to any relief as against the Local.

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1 **AFFIRMATIVE DEFENSES TO COUNTERCLAIMS**

2 1. To the extent that any allegation in the Complaint relies upon acts, occurrences, or
3 omissions committed more than six months prior to the filing of the Complaint, the Complaint is
4 barred by NRS § 288.110(4) and/or any other applicable statute of limitations.

5 2. The Complaint is barred for failure to exhaust administrative remedies.

6 3. Petitioner lacks standing.

7 4. Petitioner's claims fail to state a claim for which relief can be granted.

8 5. The acts of Respondent were lawful, reasonable, justified and/or privileged under
9 the circumstances.

10 6. The Complaint fails to state a cognizable prohibited practice under NRS Chapter
11 288.

12 7. The Board lacks authority and jurisdiction to hear and decide contractual disputes
13 between employers and bargaining units.

14 8. Respondent's actions were authorized under Nevada law.

15 9. Complainant's claims are barred by estoppel.

16 10. Petitioner's claims are barred by applicable statutes of limitations and/or applicable
17 law.

18 11. Petitioner's claims are barred by the doctrine of unclean hands.

19 12. Pursuant to Nev. R. Civ. P. 11, Respondent reserves the right to assert any
20 additional affirmative defenses they discover during these proceedings.

21 //

22 **WHEREFORE**, this answering Respondent prays as follows:

23 1. That the Complainant take nothing by way of this Complaint;

24 2. That judgment be awarded in favor of this answering Respondent, Teamsters,
25 Local 14.

26 3. That this answering Respondent, Teamsters, Local 14, be awarded attorney's fees
27 and costs in this matter; and

