

BEFORE THE STATE OF NEVADA GOVERNMENT
EMPLOYEE-MANAGEMENT RELATIONS BOARD

HUMBOLDT COUNTY SUPPORT
STAFF ORGANIZATION, OLGA MEJIA
and ANDREA KELLY,

Case No. **2024-017**

Complainants,

vs.

HUMBOLDT COUNTY SCHOOL
DISTRICT, PAM BARBER and
DAVE JENSEN,

Respondents.

Panel:

FILED
May 17, 2024
State of Nevada
E.M.R.B.
10:18 a.m.

COMPLAINT

COMES NOW, Complainants Humboldt County Support Staff Organization (“Organization” or “HCSSO”), Olga Mejia and Andrea Kelly by and through their attorneys, Dyer Lawrence, LLP, and bring this Complaint as follows:

I. JURISDICTION

1. This dispute is filed pursuant to NRS 288.110(2) and NRS 288.270(1), and seeks relief for violations of NRS Chapter 288.

II. BACKGROUND

2. Complainant HCSSO is, and was at all times mentioned herein, an employee organization as defined by NRS 288.040, and pursuant to NRS 288.160 recognized by Respondent Humboldt County School District (“District” or “HCSD”) as the exclusive negotiating agent for purposes of establishing salaries, wages, hours and other conditions of employment for all of the District’s specified support staff employees. The HCSSO’s address is 4136 Stonybrook Drive, Winnemucca, Nevada 89445.

3. Complainant Olga Mejia (“Ms. Mejia”) is, and was at all times mentioned herein, a local government employee as defined by NRS 288.050, employed by the District for approximately

1 thirteen (13) years, assigned as a night Custodian at Grass Valley Elementary School (GVES), speaks
2 and understands limited English and is a member of HCSSO. Ms. Mejia's address is C/O HCSSO,
3 4136 Stonybrook Drive, Winnemucca, Nevada 89445.

4 4. Complainant Andrea Kelly ("President Kelly") is, and was at all times mentioned
5 herein, a local government employee as defined by NRS 288.050, employed by the District for nearly
6 twelve (12) years, assigned as an Administrative Assistant for the District's Adult & Corrections
7 Education office, is bi-lingual in English and Spanish and is a member and the President of HCSSO,
8 an office she has held since October 20, 2020. President Kelly's address is C/O HCSSO, 4136
9 Stonybrook Drive, Winnemucca, Nevada 89445.

10 5. Respondent District is a local government employer as defined by NRS 288.060. The
11 mailing address of the District is 310 E. 4th Street, Winnemucca, Nevada, 89445.

12 6. Respondent Pam Barber ("VP Barber") is, and was at all times mentioned herein, a
13 supervisory employee as defined by NRS 288.138, employed by the District and assigned as the Vice
14 Principal at GVES. VP Barber's address is C/O HCSD, 310 E. 4th Street, Winnemucca, Nevada,
15 89445.

16 7. Respondent Dave Jensen ("Supt. Jensen") is, and was at all times mentioned herein,
17 an administrative employee as defined by NRS 288.132, employed as the District's superintendent.¹
18 Superintendent Jensen's address is C/O HCSD, 310 E. 4th Street, Winnemucca, Nevada, 89445.

19 8. HCSSO and the District engage in collective bargaining pursuant to
20 NRS Chapter 288.

21 9. As a result of the parties' negotiations, HCSSO and the District have entered into a
22 Master Agreement ("Agreement") effective July 1, 2023, through June 30, 2025, which is on file
23 with the Employee-Management Relations Board ("EMRB").

24 10. Article 5-2 of the parties' Agreement concerning Organization Rights provides:

25 The Employer agrees that the **individual employee will have full freedom of**
26 **association, self-organization, and the designation of representatives of their**
27 **own choosing in negotiating the terms and condition of their employment, and**

28 ¹ Superintendent Jensen has already publically announced his resignation at the end of the
2024-25 school year.

1 that they will be **free from interference, restraint or coercion by the employer or**
2 **its agents** in the carrying out of said activities. [Emphasis supplied.]

3 11. Article 7-10 of the Agreement regarding Investigative Interview states:

4 Whenever an employee is called before an administrator or the [School] Board
5 concerning any matter which may have an adverse effect on continuation in position
6 or employment, the employee and Organization shall, whenever possible, receive
7 twenty-four (24) hours prior written notice of the reasons for such meeting or
8 interview [and] **an HCSSO member shall be entitled to representation by the**
9 **Organization for advice and representation during such meeting or interview.**
10 Any and all notices by an administrator or the Board's desire to hold a conference
11 with an employee shall include the subject of the conference. [Emphasis added.]

12 12. Article 7-12 of the Agreement concerning Progressive Discipline provides in pertinent
13 part:

14 **The employee has the right to have an Organization representative or a**
15 **person(s) of his/her choosing present for all meetings/hearings at all levels that**
16 **may result in disciplinary action.** [Emphasis supplied.]

17 III. FACTS

18 13. On January 3, 2022, HCSSO filed a Complaint with the EMRB in Case No. 2022-001
19 against HCSD and Assistant Superintendent Will Jensen ("AS Jensen") asserting three (3) causes
20 of action for interference and discrimination of President Kelly and HCSSO in violation of
21 NRS 288.270(1)(a), (b) and (f).² The action was immediately settled ("Settlement Agreement #1")
22 with the District agreeing:

23 1. [AS] Jensen will not be directly involved in HCSSO matters including, but not
24 limited to negotiations, disciplinary actions, or grievances for as long as Andrea
25 Kelly is President of HCSSO

26 2. On or before February 15, 2022, [AS] Jensen will provide a written apology to
27 [President] Kelly for his conduct.

28 3. All HCSD administrators, directors, and supervisors will be trained on
NRS 288.270 to not interfere with HCSSO and provide documentation that each
administrator has received the training, which will be complete[d] prior to
April 2, 2022.

* * *

5. The parties agree that they will act in good faith and that no retaliation will be
taken against any HCSD employee involved in these matters.

* * *

AS Jensen subsequently provided his letter of apology to President Kelly and the District held a short
presentation on NRS 288.270 to some HCSD administrators.

² Although their antics and names are similar, Supt. Jensen and AS Jensen are not related as
far as Complainants know.

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Carson City, Nevada 89703
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1 14. Less than one (1) year later, on or about February 24, 2023, in blatant violation of
2 Settlement Agreement #1, Supt. Jensen specifically directed AS Jensen to participate in the
3 termination of a probationary HCSD employee, who was a member of HCSSO.

4 15. The employee was escorted to her classroom, directed to collect her personal
5 belongings and then hauled into the school office where AS Jensen was waiting with the employee's
6 final paycheck.

7 16. The employee immediately requested representation by HCSSO, to which AS Jensen
8 replied, "whether she's here or not, we're having this conversation."

9 17. Upon the arrival of an Organization representative, AS Jensen advised the employee
10 that she was still on probation and, therefore, her District employment was being terminated
11 immediately. She was given a termination notice on HCSD letterhead dated February 24, 2023,
12 along with her final District paycheck.

13 18. On or about March 6, 2023, HCSSO filed a grievance based upon AS Jensen and the
14 District violating Settlement Agreement #1.

15 19. On or about March 7, 2023, HCSSO filed another grievance challenging the
16 employee's termination and undersigned counsel prepared and sent to the District's attorney a draft
17 EMRB complaint alleging five (5) causes of action against HCSD and AS Jensen in violation of
18 NRS 288.270(1)(a), (b), (d), (e) and (f).

19 20. On or about May 5, 2023, the parties entered into another settlement ("Settlement
20 Agreement #2") with the District stipulating:

- 21 1. [Supt.] Dave Jensen personally accepts responsibility for directing [AS] Jensen to
22 participate in the termination of [the employee].
23 2. HCSD agrees that it will abide by the Settlement Agreement [#1] in the future and
24 acknowledge[s] that its terms were violated by [AS] Jensen's participation in the
25 termination of [the employee].
26 3. As part of this [S]ettlement [A]greement [#2] HCSSO and HCSD agree to
27 guidelines to support interactions between the HCSSO and District/Site
28 Administration. These guidelines will be based on rights defined in the Negotiated
Agreement, Weingarten and the Equity Principle. These guidelines will be finalized
as part of this settlement. (See attached)

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28 ///

1 4. Any alleged violation of the Settlement Agreement³ will automatically be heard
2 at the Board Level, should the Organization choose to proceed at this level; and
3 5. The EMRB complaint is removed [not filed].

4 21. On the same date, the parties entered into the “Meeting Guidelines for HCSD and
5 HCSSO” (“Guidelines”), “[i]n an effort to build the working relationship between the HCSD and
6 HCSSO”

7 22. Less than one (1) year later, on or about March 21, 2024, without complying with the
8 Guidelines, VP Barber met with Ms. Mejia and “verbally warned” her about taking a handle from
9 a window cleaner to replace the broken handle on a broom.

10 23. On or about March 25, 2024, without complying with the Guidelines, VP Barber
11 again met with Ms. Mejia.

12 24. On the same date, President Kelly sent VP Barber an email message asking, “[c]ould
13 you please tell me when your next meeting with [Ms. Mejia] is scheduled?”

14 25. VP Barber immediately replied, “[i]t has not been scheduled yet. I will let you know
15 when we have it scheduled.”

16 26. President Kelly immediately replied, “[w]ill this be another 24 hour [notice]?”

17 27. VP Barber immediately replied, “[y]es.”

18 28. President Kelly immediately replied, “[g]reat! So we should be expecting the 24 hour
19 [notice] tomorrow?”

20 29. VP Barber replied, “[w]e will provide the 24hr notice by the end of this week.”

21 30. President Kelly replied, “[p]erfect! We will see you then!”

22 31. Two (2) days later, on March 27, 2024, at 1:54 p.m., VP Barber sent Ms. Mejia an
23 email, without copying President Kelly, with a notice to meet on March 28, 2024, at 11:45 a.m. (less
24 than 24 hours) “regarding the findings of the investigation” and concludes, “**you have the right to
25 representation of your choosing** should you opt to do so.” (Emphasis supplied.)

26 32. On March 28, 2024, at 7:36 a.m., President Kelly sent VP Barber an email asking,
27 “[w]as [Ms. Mejia] given another 24 hour [notice] yesterday? I’m sorry, but today is too short of
28

³ It is unclear whether the parties are referencing Settlement Agreement #1 or #2.

1 notice. Could we schedule for tomorrow?" Of course, VP Barber only gave Ms. Mejia less than
2 twenty-two (22) hours of notice.

3 33. VP Barber falsely replied, "[y]es, she did receive a 24 hr. notice. I told [her] the time
4 and she said okay."

5 34. President Kelly immediately replied, "I will need to reschedule for tomorrow, as I was
6 not given any notice. Thank you."

7 35. VP Barber immediately replied, "[p]lease let [Ms. Mejia] know that she needs to
8 contact me to request a different date for the meeting. We will not be able to hold the meeting until
9 next week. Friday and Monday we are not in school."

10 36. Despite exchange between President Kelly and VP Barber, the very next day, on
11 March 28, 2024, just after 11:45 a.m., Ms. Mejia received a telephone call at home from a Spanish
12 translator directing her to report immediately for the meeting. Ms. Mejia complied.

13 37. Rather than contacting President Kelly, GVES Principal Amber Westmoreland asked
14 HCSSO member Shauna Gilboy, who is not the HCSSO Building Representative at GVES, to
15 represent Ms. Mejia, and VP Barber proceeded with the meeting and issued Ms. Mejia a Written
16 Warning.

17 38. At 2:22 p.m. that afternoon, President Kelly sent VP Barber an email stating, "[g]ood
18 afternoon. Could we schedule [Ms. Mejia's meeting] for sometime next Tuesday?"

19 39. VP Barber replied, "[Ms. Mejia] came in for the meeting today. She had
20 representation. Have a great weekend."

21 40. President Kelly immediately replied, "[r]eally? Who may I ask represented her &
22 what as the outcome?"

23 41. On April 16, 2024, HCSSO filed Grievance #20240415 challenging the improper
24 discipline of Ms. Mejia.

25 42. On April 26, 2024, HCSSO filed Grievance #20240425 with the District's School
26 Board President for the District's violation of Settlement Agreement #2.

27 43. By letter dated May 3, 2024, Supt. Jensen expressed confusion about the multiple
28 Grievances, but denied Grievance #20240425.

1 44. On or about May 6, 2024, in an obvious attempt to divert blame, Supt. Jensen filed
2 a “Compalint” (sic) with HCSSO’s state affiliate, the Nevada State Education Association
3 (“NSEA”), against President Kelly and NSEA UniServ Director Allen Gumm (“Mr. Gumm”)
4 accusing them of being “unprofessional and confrontational.”

5 45. Supt. Jensen concludes the “Compalint” (sic), “[w]ith a new superintendent starting
6 July 2025, this opportunity to rebuild a positive working relationship can only occur with **changes**
7 **with the HCSSO leadership and Uniserv Director.**” (Emphasis added.) Supt. Jensen admits that
8 such intentional interference “is outside of the scope of the District”

9 46. As a result of Supt. Jensen’s fabricated “Compalint” (sic), NSEA commended
10 President Kelly and Mr. Gumm for being zealous advocates of HCSSO members.

11 **FIRST CAUSE OF ACTION**
12 **Interfering with, restraining or coercing employees in violation of NRS 288.270(1)(a).**

13 47. Complainant reiterates paragraphs 1 through 46 as though fully set forth herein.

14 48. HCSSO and the District are parties to the Agreement that guarantees that District
15 employees will have full freedom of association, self-organization, and the designation of
16 representatives of their own choosing in negotiating the terms and condition of their employment
17 and for all meetings/hearings at all levels that may result in disciplinary action, and that they will be
18 free from interference, restraint or coercion by the employer or its agents in the carrying out of said
19 activities. Despite these contractual rights, NRS 288 training, two (2) Settlement Agreements and
20 the Guidelines, Supt. Jensen, the District’s purported “leader,” and VP Barber have blatantly and
21 repeatedly interfered with, restrained and coerced Ms. Mejia and President Kelly, both of whom are
22 members of HCSSO, in exercising their freedom of association, self-organization and representation.

23 49. Criticism of an employee organization and its leadership as “unprofessional” by a
24 local government administrator amounts to a prohibited practice under NRS 288.270(1)(a).

25 50. Respondents’ conduct constitutes interference, restraint and coercion of employees
26 exercising their rights guaranteed under NRS Chapter 288, which is a prohibited labor practice in
27 violation of NRS 288.270(1)(a).

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SECOND CAUSE OF ACTION
Dominating, interfering or assisting in the formation or administration of any employee organization in violation of NRS 288.270(1)(b).

51. Complainant reiterates paragraphs 1 through 50 as though fully set forth herein.

52. HCSSO and the District are parties to the Agreement that guarantees that District employees will have full freedom of association, self-organization, and the designation of representatives of their own choosing in negotiating the terms and condition of their employment and for all meetings/hearings at all levels that may result in disciplinary action, and that they will be free from interference, restraint or coercion by the employer or its agents in the carrying out of said activities. Despite these contractual and statutory rights, two (2) Settlement Agreements and the Guidelines, Supt. Jensen, his baseless "Compalint" (sic), and VP Barber have blatantly and repeatedly interfered with, restrained and coerced President Kelly and the HCSSO in exercising their freedom of association, self-organization and representation of HCSSO members.

53. Respondents' conduct constitutes unlawful domination, interference or assistance in the formation or administration of an employee organization, which is a prohibited labor practice in violation of NRS 288.270(1)(b).

THIRD CAUSE OF ACTION
Discharging or otherwise discriminating against any employee because the employee has formed, joined or chosen to be represented by any employee organization in violation of NRS 288.270(1)(d).

54. Complainant reiterates paragraphs 1 through 53 as though fully set forth herein.

55. HCSSO and the District are parties to the Agreement that guarantees that District employees will have full freedom of association, self-organization, and the designation of representatives of their own choosing in negotiating the terms and condition of their employment and for all meetings/hearings at all levels that may result in disciplinary action, and that they will be free from interference, restraint or coercion by the employer or its agents in the carrying out of said activities. Despite these contractual and statutory rights, two (2) Settlement Agreements and the Guidelines, Supt. Jensen, his baseless "Compalint" (sic), and VP Barber have blatantly and repeatedly disciplined and discriminated against Ms. Mejia and President Kelly because they formed, joined or chose to be represented by HCSSO.

1 56. An employee may not be disciplined for the good faith exercise of her *Weingarten*
2 rights. The principal remedy for violation of *Weingarten* rights is for the employee to be made
3 whole, by restoring to the employee rights lost or other damage for which the *Weingarten* violation
4 was a legal cause.

5 57. Respondents' conduct constitutes unlawfully discharging or otherwise discriminating
6 against an employee because the employee has formed, joined or chosen to be represented by an
7 employee organization, which is a prohibited labor practice in violation of NRS 288.270(1)(d).

8 **FOURTH CAUSE OF ACTION**
9 **Refuse to bargain collectively in good faith with the exclusive representative as required in**
10 **NRS 288.150 in violation of NRS 288.270(1)(e).**

11 58. Complainant reiterates paragraphs 1 through 57 as though fully set forth herein.

12 59. Pursuant to NRS 288.032(3), "collective bargaining" includes "[t]he resolution of any
13 question arising under a negotiated agreement." The parties have entered into two (2) Settlement
14 Agreements to resolve prior grievances filed by HCSSO in accordance with Article 6 of the parties'
15 Agreement. In Settlement Agreement #2, Supt. Jensen and the District specifically admitted to
16 violating Settlement Agreement #1. Yet, Supt. Jensen and VP Barber continue to ignore the
17 Settlement Agreements and Complainants' rights under the parties' Agreement and NRS
18 Chapter 288.

19 60. Respondents' conduct constitutes unlawfully refusing to bargain collectively in good
20 faith with the exclusive representative as required in NRS 288.150, which is a prohibited labor
21 practice in violation of NRS 288.270(1)(e).

22 **FIFTH CAUSE OF ACTION**
23 **Discriminate because of religion, sex, sexual orientation, gender identity or expression, age,**
24 **physical or visual handicap, national origin or because of political or personal reasons or**
25 **affiliations in violation of NRS 288.270(1)(f).**

26 61. Complainant reiterates paragraphs 1 through 60 as though fully set forth herein.

27 62. HCSSO and the District are parties to the Agreement that guarantees that District
28 employees will have full freedom of association, self-organization, and the designation of
representatives of their own choosing in negotiating the terms and condition of their employment

1 and for all meetings/hearings at all levels that may result in disciplinary action, and that they will be
2 free from interference, restraint or coercion by the employer or its agents in the carrying out of said
3 activities. Despite these contractual and statutory rights, two (2) Settlement Agreements and the
4 Guidelines, Supt. Jensen, his baseless "Compalint" (sic), and VP Barber have blatantly and
5 repeatedly discriminated against Ms. Mejia and President Kelly, both of whom are members of
6 HCSSO, based upon political or personal reasons or the members' race, color, religion, sex, sexual
7 orientation, gender identity or expression, age, physical or visual handicap, national origin or because
8 of political or personal reasons or affiliations.

9 63. Respondents' conduct constitutes unlawful discrimination of employees covered by
10 the Agreement and NRS Chapter 288, which is a prohibited labor practice in violation of
11 NRS 288.270(1)(f).

12 WHEREFORE Complainants pray for relief as follows:

- 13 1. For a hearing by the EMRB;
- 14 2. For a finding in favor of Complainants and against Respondents;
- 15 3. For a determination that Respondents have engaged in prohibited labor practices in
16 violation of NRS 288.270(1)(a), (b), (d), (e) and (f);
- 17 4. For an Order invalidating the Written Warning dated March 28, 2024, improperly
18 issued to Ms. Mejia;
- 19 5. For an Order directing the District, Supt. Jensen and VP Barber to cease and desist
20 from violating NRS Chapter 288;
- 21 6. For an award of attorney's fees and costs incurred by HCSSO in bringing this action;
22 and,
- 23 7. For such other and further relief as the EMRB deems necessary and proper in this
24 matter.

25 DATED this 17th day of May, 2024.

26 DYER LAWRENCE, LLP

27 By: 

28 Thomas J. Donaldson
Nevada State Bar No. 5283
Attorneys for Complainants

CERTIFICATE OF SERVICE

Pursuant to NAC 288.200(2), I certify that I am an employee of DYER LAWRENCE, LLP,
and that on the 17th day of May, 2024, I deposited for mailing, postage prepaid, by **certified U.S.
Mail**, a true and correct copy of the within COMPLAINT addressed to:

Sabrina Uhlmann, Board President
Humboldt County School District
310 E. 4th Street
Winnemucca, NV 89445

Dave Jensen, Superintendent
Humboldt County School District
310 E. 4th Street
Winnemucca, NV 89445

Pam Barber, GVES Vice Principal
Humboldt County School District
310 E. 4th Street
Winnemucca, NV 89445


Kelly Gilbert

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

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BEFORE THE STATE OF NEVADA GOVERNMENT
EMPLOYEE-MANAGEMENT RELATIONS BOARD

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HUMBOLDT COUNTY SUPPORT
STAFF ORGANIZATION, OLGA MEJIA
and ANDREA KELLY,

Case No.: 2024-017

Panel:

FILED
June 5, 2024
State of Nevada
E.M.R.B.
12:28 p.m.

Complainants,

vs.

HUMBOLDT COUNTY SCHOOL
DISTRICT, PAM BARBER and DAVE
JENSEN,

Respondents.

ANSWER

COMES NOW the Respondents Humboldt County School District, PAM BARBER and DAVE JENSEN ("Respondents"), by and through their attorneys, ALLISON MacKENZIE, LTD., hereby Answers the Complaint pursuant to the requirements of NRS 288.110, NAC 288.200, NAC 288.220 NAC 288.278 and NAC 288.373, as follows:

I. JURISDICTION

1. Respondents deny the allegations contained in Paragraph 1 of the Complaint.

II. BACKGROUND

2. Respondents admit the allegations contained in Paragraph 2 of the Complaint.
3. Respondents admit the allegations contained in Paragraph 3 of the Complaint.
4. Respondents admit the allegations contained in Paragraph 4 of the Complaint.
5. Respondents admit the allegations contained in Paragraph 5 of the Complaint.
6. Respondents admit the allegations contained in Paragraph 6 of the Complaint.

III. FACTS

- 1 7. Respondents admit the allegations contained in Paragraph 7 of the Complaint.
- 2 8. Respondents admit the allegations contained in Paragraph 8 of the Complaint.
- 3 9. Respondents admit the allegations contained in Paragraph 9 of the Complaint.
- 4 10. Respondents admit the allegations contained in Paragraph 10 of the Complaint.
- 5 11. Respondents admit the allegations contained in Paragraph 11 of the Complaint.
- 6 12. Respondents admit the allegations contained in Paragraph 12 of the Complaint.
- 7 13. Respondents deny the allegations contained in Paragraph 13 of the Complaint.
- 8 14. Respondents deny the allegations contained in Paragraph 14 of the Complaint.
- 9 15. Respondents admit the allegations contained in Paragraph 15 of the Complaint.
- 10 16. Respondents deny the allegations contained in Paragraph 16 of the Complaint.
- 11 17. Respondents admit the allegations contained in Paragraph 17 of the Complaint.
- 12 18. Respondents admit the allegations contained in Paragraph 18 of the Complaint.
- 13 19. Respondents admit the allegations contained in Paragraph 19 of the Complaint.
- 14 20. Respondents admit the allegations contained in Paragraph 20 of the Complaint.
- 15 21. Respondents admit the allegations contained in Paragraph 21 of the Complaint.
- 16 22. Respondents deny the allegations contained in Paragraph 22 of the Complaint.
- 17 23. Respondents deny the allegations contained in Paragraph 23 of the Complaint.
- 18 24. Respondents admit the allegations contained in Paragraph 24 of the Complaint.
- 19 25. Respondents are without sufficient information to either admit or deny the allegation
20 contained in Paragraph 25 of the Complaint, and on that basis, deny the same.
- 21 26. Respondents are without sufficient information to either admit or deny the allegation
22 contained in Paragraph 26 of the Complaint, and on that basis, deny the same.
- 23 27. Respondents are without sufficient information to either admit or deny the allegation
24 contained in Paragraph 27 of the Complaint, and on that basis, deny the same.
- 25 28. Respondents are without sufficient information to either admit or deny the allegation
26 contained in Paragraph 28 of the Complaint, and on that basis, deny the same.
- 27 29. Respondents are without sufficient information to either admit or deny the allegation
28 contained in Paragraph 29 of the Complaint, and on that basis, deny the same.

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
E-Mail Address: law@allisonmackenzie.com

1 30. Respondents are without sufficient information to either admit or deny the allegations
2 contained in Paragraph 30 of the Complaint, and on that basis, deny the same.

3 31. Respondents are without sufficient information to either admit or deny the allegations
4 contained in Paragraph 31 of the Complaint, and on that basis, deny the same.

5 32. Respondents are without sufficient information to either admit or deny the allegations
6 contained in Paragraph 32 of the Complaint, and on that basis, deny the same.

7 33. Respondents admit the allegations contained in Paragraph 33 of the Complaint.

8 34. Respondents admit the allegations contained in Paragraph 34 of the Complaint.

9 35. Respondents admit the allegations contained in Paragraph 35 of the Complaint.

10 36. Respondents are without sufficient information to either admit or deny the allegations
11 contained in Paragraph 36 of the Complaint, and on that basis, deny the same.

12 37. Respondents are without sufficient information to either admit or deny the allegations
13 contained in Paragraph 37 of the Complaint, and on that basis, deny the same.

14 38. Respondents admit the allegations contained in Paragraph 38 of the Complaint.

15 39. Respondents admit the allegations contained in Paragraph 39 of the Complaint.

16 40. Respondents admit the allegations contained in Paragraph 40 of the Complaint.

17 41. Respondents admit the allegations contained in Paragraph 41 of the Complaint.

18 42. Respondents admit the allegations contained in Paragraph 42 of the Complaint.

19 43. Respondents admit the allegations contained in Paragraph 43 of the Complaint.

20 44. Respondents deny the allegations contained in Paragraph 44 of the Complaint.

21 45. Respondents deny the allegations contained in Paragraph 45 of the Complaint.

22 46. Respondents are without sufficient information to either admit or deny the allegations
23 contained in Paragraph 46 of the Complaint, and on that basis, deny the same.

FIRST CAUSE OF ACTION

Interfering with, restraining or coercing employees in violation of NRS 288.270(1)(a).

24 47. Respondents hereby incorporate all previous answers as though fully set forth herein.

25 48. Respondents deny the allegations contained in Paragraph 48 of the Complaint.

26 49. Respondents deny the allegations contained in Paragraph 49 of the Complaint.

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50. Respondents deny the allegations contained in Paragraph 50 of the Complaint.

SECOND CAUSE OF ACTION

Dominating, interfering or assisting in the formation or administration of any employee organization in violation of NRS 288.270(1)(b).

51. Respondents hereby incorporate all previous answers as though fully set forth herein.

52. Respondents deny the allegations contained in Paragraph 52 of the Complaint.

53. Respondents deny the allegations contained in Paragraph 53 of the Complaint.

THIRD CAUSE OF ACTION

Discharging or otherwise discriminating against any employee because the employee has formed, joined or chosen to be represented by any employee organization in violation of NRS 288.270(1)(d).

54. Respondents hereby incorporate all previous answers as though fully set forth herein.

55. Respondents deny the allegations contained in Paragraph 55 of the Complaint.

56. Respondents deny the allegations contained in Paragraph 56 of the Complaint.

57. Respondents deny the allegations contained in Paragraph 57 of the Complaint.

FOURTH CAUSE OF ACTION

Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150 in violation of NRS 288.270(1)(e).

58. Respondents hereby incorporate all previous answers as though fully set forth herein.

59. Respondents deny the allegations contained in Paragraph 59 of the Complaint.

60. Respondents deny the allegations contained in Paragraph 60 of the Complaint.

FIFTH CAUSE OF ACTION

Discriminate because of religion, sex, sexual orientation, gender identity or expression, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations in violation of NRS 288.270(1)(f).

61. Respondents hereby incorporate all previous answers as though fully set forth herein.

62. Respondents deny the allegations contained in Paragraph 62 of the Complaint.

63. Respondents deny the allegations contained in Paragraph 63 of the Complaint.

AFFIRMATIVE DEFENSES

For affirmative defenses to all claims set forth in the Complaint, Respondents states as follows

ALLISON MacKENZIE, LTD.
402 North Division Street, P.O. Box 646, Carson City, NV 89702
Telephone: (775) 687-0202 Fax: (775) 882-7918
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1 1. Complainants have failed to state a claim upon which relief may be granted against the
2 Respondents.

3 2. Respondents did not violate any provisions of the collective bargaining agreement with
4 Complainants.

5 3. Respondents did not violate any provisions of NRS Chapter 288.

6 4. The Board has no jurisdiction over alleged violations of NRS Chapter 288 which are
7 subject to negotiated grievance procedure and judicial review.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Respondents respectfully request of this Board:

10 A. For a finding that the alleged conduct of Respondents did not constitute a prohibited
11 practice under NRS 288.270;

12 B. That the Complainants take nothing and be awarded nothing under the Complaint;

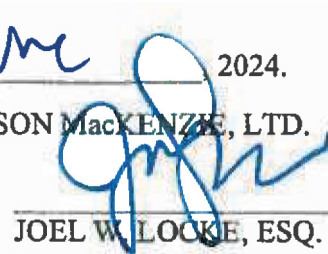
13 C. That the Complaint be dismissed with prejudice; and

14 D. That Respondents be awarded its reasonable attorneys' fees and costs of defending this
15 frivolous action pursuant to NRS 288.110(6).

16 DATED on this 5 day of June 2024.

17 ALLISON MacKENZIE, LTD.

18 By:

19 
20 JOEL W. LOCKE, ESQ.
21 Nevada State Bar No. 10128
22 ALLISON MacKENZIE, LTD.
23 P.O. Box 646
24 Carson City, NV 89702
25 Telephone: (775) 687 - 0202
26 jlocke@allisonmackenzie.com
27 Attorneys for Respondents
28

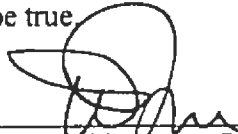
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VERIFICATION

Dr. David Jensen, does depose, state, and verify under penalty of perjury, as follows:

1. That he is the Superintendent for Humboldt County School District;
2. That he has read this Answer; and
3. That he knows the contents thereof and that the same is true of his own knowledge, except for those matters alleged on information and belief and as to those matters, believes them to be true.

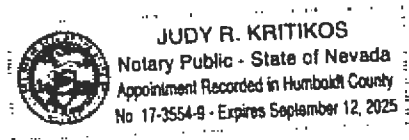


Dr. David Jensen, Superintendent
Humboldt County School District

Subscribed to and sworn before me
this 3rd day of June, 2024.



Notary Public



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CERTIFICATE OF SERVICE

I hereby certify that I am an employee of ALLISON MACKENZIE, LTD.

MacKENZIE, LTD., Attorneys at Law, and that on this date, I caused the foregoing document to be served to all parties to this action by:

- Placing a true copy thereof in a sealed postage prepaid envelope in the United States Mail in Carson City, Nevada
- Hand-delivery - via Reno/Carson Messenger Service [NRCP 5(b)(2)(A)]
- Facsimile
- E-Mail
- Federal Express, UPS, or other overnight delivery
- E-filing pursuant to Section IV of District of Nevada Electronic Filing Procedures [NRCP 5(b)(2)(D)]

fully addressed as follows:

Dyer Lawrence, LLP
2805 Mountain Street
Carson City, NV 89703

DATED this 5 day of June, 2024.

Hannah Rhodes
Hannah Rhodes

4892-5981-0756, v. 1

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BEFORE THE STATE OF NEVADA GOVERNMENT
EMPLOYEE-MANAGEMENT RELATIONS BOARD

HUMBOLDT COUNTY SUPPORT
STAFF ORGANIZATION, OLGA MEJIA
and ANDREA KELLY,

Case No.: 2024-017

Panel:

FILED
June 27, 2024
State of Nevada
E.M.R.B.
2:07 p.m.

Complainants,

vs.

HUMBOLDT COUNTY SCHOOL
DISTRICT, PAM BARBER and DAVE
JENSEN,

Respondents.

**HUMBOLDT COUNTY SCHOOL DISTRICT, PAM BARBER, AND DAVE JENSEN'S
PREHEARING STATEMENT**

COMES NOW, Humboldt County School District, Pam Barber and Dave Jensen (the "Respondents"), by and through their attorney Joel W. Locke, Esq. of ALLISON MacKENZIE, LTD., and hereby submit this Prehearing Statement for consideration by the Panel in the above-captioned matter.

I.

DISTRICT'S STATEMENT OF THE ISSUES OF FACT AND LAW

A. Whether the District's decision to proceed with the investigatory interviews with Ms. Mejia together with her chosen Union Representative, Mrs. Gilboy, on or about March 21 and again on March 25, 2024, constituted "interfering with, restraining or coercing employees" in violation of NRS 288.270(1)(a)?

B. Whether the District's decision to proceed with the investigatory interviews with Ms. Mejia together with her chosen Union Representative, Mrs. Gilboy, on or about March 21 and again on March 25, 2024, constituted "unlawful domination, interference or assistance in the formation or administration of an employee organization" in violation of NRS 288.270(1)(b)?

HUMBOLDT COUNTY SCHOOL DISTRICT'S
PREHEARING STATEMENT

1 C. Whether the District’s decision to proceed with the investigatory interviews
2 with Ms. Mejia together with her chosen Union Representative, Mrs. Gilboy, on or about March 21
3 and again on March 25, 2024, (and not recognizing President Kelly’s demands to be Ms. Mejia’s
4 designated Union Representative) constituted “discharging or otherwise discriminating against Ms.
5 Mejia and President Kelly because they joined, and chose to be represented by an employee
6 organization” in violation of NRS 288.270(1)(d)?

7 D. Whether the District’s decision to proceed with the investigatory interviews
8 with Ms. Mejia and not to treat the investigation as a bargaining meeting with the President of the
9 association during the investigatory interview constitutes “unlawfully refusing to bargain
10 collectively in good faith with the exclusive representative” in violation of NRS 288.270(1)(e)?

11 E. Whether the District’s decision to proceed with the investigatory interviews
12 with Ms. Mejia together with her chosen Union Representative, Mrs. Gilboy, on or about March 21
13 and again on March 25, 2024, constituted “discrimination against Ms. Mejia and President Kelly
14 based upon their political or personal reasons or his race, color, religion, sex, sexual orientation,
15 gender identity or expression, age, physical or visual handicap, national origin or because of political
16 or personal reasons or affiliations by interviewing Ms. Mejia with her Union Representative instead
17 of President Kelly” in violation of NRS 288.270(1)(f)?

18 II.

19 MEMORANDUM OF POINTS AND AUTHORITIES

20 On March 15, 2024, Pamala Barber (“Mrs. Barber”), Vice Principal of Grass Valley
21 Elementary School, provided Ms. Mejia a letter regarding a “Required Meeting” informing Ms.
22 Mejia that there was a need to meet for a “due process/investigation meeting” regarding the concern
23 that Ms. Mejia engaged in the destruction of school property. The meeting was scheduled for March
24 20, 2024, and put Ms. Mejia on notice that “As this meeting may lead to disciplinary action, you
25 have the right to representation of your choosing should you opt to do so.” This letter was provided
26 to Ms. Mejia in English and in Spanish. She did not show up for the meeting. Later in the day, Mrs.
27 Barber provided Ms. Mejia a new notice of meeting for the following day on March 21, 2024, at
28 1:45p.m. Ms. Mejia was with her requested Union Representative, Mrs. Gilboy.

1 On March 21, 2024, Ms. Mejia arrived with her Union Representative, Mrs. Gilboy
2 and her interpreter, Ms. Diaz. The interview started early at 1:00p.m. at the request of Ms. Mejia.
3 The interview was conducted by Mrs. Barber. Ms. Mejia was provided a verbal warning not to
4 destroy school property in relation to the destruction of a window cleaner to create a new broom
5 handle, and to use the proper procedure to notify the custodial lead or administration if there was
6 need of a repair or replacement of a work tool.

7 On March 22, 2024, the District received a call from someone purporting to be the
8 daughter of Ms. Mejia and asked the District to put a work order on fixing her broom. She stated Ms.
9 Mejia did not want a new broom, but wanted the old one fixed. She stated that it was in Ms. Mejia's
10 closet. The message was relayed to Ms. Amber Westmoreland, Principal of Grass Valley Elementary
11 School, who went to Ms. Mejia's closet and retrieved the pieces of the broom. She then retrieved
12 video to see what happened to the broom. During the viewing of the video, Ms. Westmoreland
13 noticed other concerns and issued another meeting notice for March 22, 2024, at 1:45p.m. Ms.
14 Gilboy was sent a text message by Ms. Kingman on behalf of Ms. Mejia asking her if she would
15 continue representing her at the meeting. Ms. Mejia asked if the meeting could occur immediately
16 because she was unavailable at the scheduled meeting time. Mrs. Westmoreland state that she would
17 delay the meeting longer to "follow the contract."

18 On March 25, 2024, Ms. Mejia attend the investigative meeting together with her
19 Union Representative, Mrs. Gilboy, and her interpreter, Ms. Gomez. For the District, Mrs. Barber
20 and Mrs. Westmoreland were in attendance. At the meeting, Ms. Mejia brought a window cleaner
21 pole to replace the destroyed pole. After the meeting, President Kelly inserted herself into the
22 situation and asked when Ms. Mejia's next meeting would occur and requested videos showing the
23 damages. Mrs. Barber shared the videos with President Kelly at 6:04p.m. on March 25, 2024.

24 On March 27, 2024, Ms. Mejia was provided a written notice of meeting to occur on
25 March 28, 2024 to review the findings of the investigation. Ms. Kelly requested a continuance of the
26 meeting on the 28th, because it was "too short of notice." Ms. Mejia never requested to reschedule
27 the meeting, nor did she request new Union Representation other than Mrs. Gilboy who was her
28 representative throughout the investigation. Ms. Mejia did not show up on time for the meeting and

1 stated " I am late. I totally forgot. I will be there in 15 mins." Ms. Mejia showed up late to the
2 meeting without representation. Mrs. Westmoreland asked Mrs. Gilboy to attend so she would have
3 representation. Ms. Mejia received a written warning at the meeting.

4 Following the meeting, President Kelly reached out to Mrs. Barber and asked to
5 reschedule the meeting that had already taken place. Mrs. Barber responded that the meeting was
6 finished and President Kelly responded, "Really? Who may I ask represented her and what was the
7 outcome?" Mrs. Barber stated she could reach out to Ms. Mejia and ask her as she was unsure she
8 was capable of sharing that information without Ms. Mejia's consent. It is clear that President Kelly
9 had no meaningful communication with Ms. Mejia and was clearly never her chosen Union
10 Representative. Over the next two weeks, President Kelly repeatedly asked for and was provided
11 information regarding the investigation and discipline. On April 16, 2024, President Kelly submitted
12 the subject Grievance. Said Grievance was denied and the Complainants filed the present Complaint
13 on May 17, 2024.

14 All of the Complainants' claims and Causes of Action stem from the core allegation
15 that Ms. Mejia's rights afforded under Weingarten (*N.L.R.B. v. J. Weingarten, Inc.*, 420 U.S. 251
16 (1975)) were violated in derogation of NRS 288.270. Each of the elements of the Causes of Action
17 are detailed below, however, a comprehensive and combined response to the Claimants
18 misinterpretation and misapplication of Weingarten is set forth below.

19 A. First Cause of Action NRS 288.270(1)(a)

20 NRS 288.270(1)(a) provides that it is a prohibited practice for the employer to
21 willfully interfere, restrain, or coerce any employee in the exercise of any right guaranteed under
22 EMRA. "The test is whether the employer engaged in conduct, which may reasonably be said, tends
23 to interfere with the free exercise of employee rights under the Act." *Juvenile Justice Supervisors*
24 *Ass'n. v. County of Clark*, Case No. 2017-020, Item No. 834 (2018), *citing Clark Cty. Classroom*
25 *Teachers Ass'n v. Clark County Sch. Dist.*, Item 237 (1989). "There are three elements to a claim of
26 interference with a protected right: (1) the employer's action can be reasonably viewed as tending to
27 interfere with, coerce, or deter; (2) the exercise of a protected activity [by NRS Chapter 288]; and
28 (3) the employer fails to justify the action with a substantial and legitimate business reason."

1 *AFSCME, Local 4041 v. State of Nevada, Dept. of Corrections, High Desert State Prison et al., Item*
2 No. 862-B (2020).

3 B. Second Cause of Action NRS 288.270(1)(b)

4 NRS 288.270(1)(b) provides that it is a prohibited practice for a local government
5 employer willfully to dominate, interfere or assist in the formation or administration of any
6 employee organization. However, the Board has refused to find a violation of NRS 288.270(1)(b)
7 where the employer's conduct cannot be reasonably construed as dominating or interfering with an
8 employee organization. See Nye County Law Enforcement Association v. Nye County, Item No. 872
9 (2020).

10 C. Third Cause of Action NRS 288.270(1)(d)

11 NRS 288.270(1)(d) provides that it is a prohibited labor practice for an employer to
12 discharge or otherwise discriminate against any employee because the employee has formed, joined
13 or chosen to be represented by any employee organization. An aggrieved employee must make a
14 *prima facie* showing sufficient to support the inference that the protected conduct was a motivating
15 factor in the employer's decision. Once this is established, the burden shifts to the employer to
16 demonstrate by a preponderance of the evidence that the same action would have taken place even in
17 the absence of the protected conduct. See Bisch v. Las Vegas Metro Police Dep't., 129 Nev. Adv.
18 Op. 36 302 P.3d 1108 (2013); Tammy Bonner and Bachera Washington v. City of North Las Vegas,
19 Item No. 820 (2015).

20 D. Fourth Cause of Action NRS 288.270(1)(e)

21 NRS 288.270(1)(e) states that it is a prohibited practice for a local government to
22 refuse to bargain collectively in good faith with the exclusive representative as required in NRS
23 288.150 in violation of NRS 288.170(1)(e). However, under the Weingarten case itself, the Supreme
24 Court held that "the employer has no duty to bargain with any union representative who may be
25 permitted to attend the investigative interview." See N.L.R.B. v. J. Weingarten, Inc., 420 U.S. 251,
26 at 259 (1975). In other words, there is absolutely no duty to bargain with anyone at an investigative
27 interview.

28 ///

1 E. Fifth Cause of Action NRS 288.270(1)(f)

2 NRS 288.270(1)(f) states that it is a prohibited labor practice for a local government
3 employer to discriminate because of race, color, religion, sex, age, physical or visual handicap,
4 national origin or because of political or personal reasons or affiliations. In the absence of direct
5 evidence of discrimination, a complainant asserting discrimination based upon a protected class may
6 nonetheless establish his claim under a burden-shifting analysis which first requires a complainant to
7 establish a *prima facie* case of discrimination based upon a protected class. *City of North Las Vegas*
8 *v. State Local Government Employee-Management Relations Board*, 127 Nev. Adv. Op. 57, 261
9 P.3d 1071 (2011). In order to establish his *prima facie* case of discrimination, the complainant must
10 demonstrate (1) that he belonged to a protected class; (2) that he was qualified for his job; (3) that he
11 was subjected to an adverse employment action; and (4) that similarly situated employees not in the
12 protected class received more favorable treatment. *Id.* at 1078.

13 F. Comprehensive and Consolidated Response

14 Section 7 of the National Labor Relations Act (NLRA) protects employees' right to
15 "self-organization, to form, join, or assist labor organizations, to bargain collectively through
16 representatives of their own choosing, and to engage in other concerted activities for the purpose of
17 collective bargaining or other mutual aid and protection." One of the rights of employees under the
18 NLRA is, upon the employee's request, to be accompanied by their representative during an
19 interview that the employee reasonably believes could lead to discipline. *Id.* The right was first
20 articulated in *Weingarten*, 420 U.S. 251 (1975). An employee may choose their own representative,
21 who may be a representative of the union or a fellow employee. Employers are generally required to
22 honor such request, unless it does not unduly interfere with the ability to conduct the investigation.

23 Moreover, the burden is on the employee to make the request for representation, and
24 not on the employer to ensure a representative is in attendance. *Id.* Additionally, the employer has no
25 duty to bargain with the union representative who may be permitted to attend the investigatory
26 interview. *Id.* at 259. The representative is present to assist the employee, and may attempt to clarify
27 the facts or suggest other employees who may have knowledge of them. *Id.* at 260.

28

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1 In this matter Ms. Mejia was provided with several timely notices of meetings in
2 English and in Spanish. Further, she was advised of her right to bring a representative. At each
3 meeting, she brought her chosen Union Representative, Mrs. Gilboy, and an interpreter. The first
4 notice she received was sent on March 15, 2024 for a March 20, 2024 meeting. The final notice she
5 received was sent on March 27, 2024 for the final March 28, 2024 meeting on the findings of the
6 investigation. At each meeting, Mrs. Gilroy, the Union Representative was in attendance. After the
7 final meeting, President Kelly attempted to insert herself into the process and started requesting
8 information regarding the investigation, meetings, and the outcome. She clearly believes that she
9 has the standing as President of the Union to assert an employee's rights on their behalf and
10 unilaterally assign herself as the employee's representative. That is not the law.

11 Under Weingarten, the employee determines who her representative will be, not the
12 Union. Here, Ms. Mejia consistently chose Mrs. Gilboy, who attended all meetings with her. There
13 can be no violation of NRS 288.170 and Weingarten if the employee's request for their chosen
14 representative was honored by the employer. All of the causes of action in this case are brought in
15 connection with the allegation that the District refused to acknowledge President Kelly as Ms.
16 Mejia's representative and to bargain with her during an investigative interview. This is a
17 misapplication and misunderstanding of the core findings in the Weingarten case.

18 This Complaint is deserving of immediate dismissal. However, in order for the parties
19 to have a good working relationship in the future with a better understanding of Weingarten and each
20 parties' respective roles and rights, the District requests a Settlement Conference under NAC
21 288.255, which can be brought by either party's motion or by motion of the Board.

22 III.

23 STATEMENT OF ANY PENDING PROCEEDINGS AND
24 REQUEST FOR A STAY PENDING THE OUTCOME OF THE PROCEEDINGS

25 There are no other proceedings in this matter.

26 IV.

27 LIST OF WITNESSES, QUALIFICATIONS, AND SUMMARY OF TESTIMONY

28 A. Ms. Amber Westmoreland, Principal, Grass Valley Elementary School

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1 Ms. Westmoreland will testify that she supervised Ms. Mejia and performed an
2 investigation regarding her destruction of school property, following proper protocol, working a full
3 shift, and taking breaks when appropriate. She will testify as to her findings and her participation in
4 the investigation and meetings.

5 B. Mrs. Pamala Barber, Vice Principal, Grass Valley Elementary School
6 Mrs. Barber will testify that she supervised Ms. Mejia and performed an investigation
7 regarding her destruction of school property. She will testify as to her findings and her participation
8 in the investigation and meetings.

9 C. Mrs. Gilboy, Union Representative, Humboldt County Support Staff Organization
10 Mrs. Gilboy will testify that she was the chosen representative of Ms. Mejia and
11 attended all investigative meetings with Ms. Mejia and her interpreters.

12 D. Dr. Dave Jensen, Superintendent, Humboldt County School District
13 Dr. Jensen will testify that he heard and denied the grievances filed by HCSSO and
14 Ms. Mejia and as to his findings in the investigation and appeals.

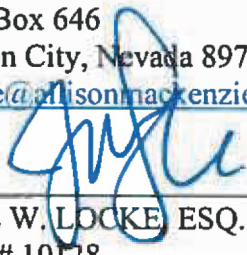
15 V.

16 REQUESTED DURATION OF HEARING

17 The District requests one (1) full day hearing.

18 Dated this 28th day of June 2024.

20 ALLISON MacKENZIE, LTD.
21 P.O. Box 646
22 Carson City, Nevada 89702
23 jlocke@allisonmackenzie.com

24 
25 _____
26 JOEL W. LOCKE, ESQ.
27 NSB # 10128

28 4887-7143-4956, v. 1

STATE OF NEVADA
GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

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HUMBOLDT COUNTY SUPPORT STAFF ORGANIZATION, OLGA MEJIA and ANDREA KELLY,) Case No. 2024-017
)
)
Complainants,)
)
vs.)
)
HUMBOLDT COUNTY SCHOOL DISTRICT, PAM BARBER and DAVE JENSEN,)
)
)
Respondents.)
/

COMPLAINANTS' PRE-HEARING STATEMENT

COMENOW Complainants HUMBOLDT COUNTY SUPPORT STAFF ORGANIZATION (“HCSSO” or “Union”), OLGA MEJIA (“Ms. Mejia”) and ANDREA KELLY (“President Kelly”) by and through counsel, and pursuant to NAC 288.250 submit the following Pre-Hearing Statement in the above-captioned action before the Nevada Government Employee-Management Relations Board (“Board” or “EMRB”) against Respondent HUMBOLDT COUNTY SCHOOL DISTRICT (“HCSD” or “District”), PAM BARBER (“Vice Principal (VP) Barber”) and DAVE JENSEN (“Supt. Jensen”). Complainants reserve the right to supplement or amend this Statement based upon new or additional information.

I. ISSUES OF FACT

1. Did VP Barber issue Ms. Mejia a “verbal warning” on or about March 21, 2024?¹

///
///

¹ In Respondents’ Answer, they deny Paragraph 22 of the Complaint that on or about March 21, 2024, VP Barber “verbally warned” Ms. Mejia. Answer, p. 2. However, one (1) week later, VP Barber issued Ms. Mejia a Written Warning, which states, “[p]rior to this, on 3/21/24, [Ms. Mejia] received a verbal warning” Thus, Respondents’ blatant lack of credibility and integrity will be a significant issue at the hearing in this matter.

1 2. Did President Kelly and VP Barber communicate to each other via email messages
2 on or about March 25, 2024, regarding President Kelly’s representation of Ms. Mejia?²

3 3. On or about March 28, 2024, at approximately 11:45 a.m., was Ms. Mejia directed
4 to report immediately to Grass Valley Elementary School (“GVES”) to meet with VP Barber, and,
5 if so, did Ms. Mejia comply?³

6 4. On or about March 28, 2024, did GVES Principal Amber Westmoreland asked
7 HCSSO member Shauna Gilboy, who is not the HCSSO Building Representative at GVES, to
8 represent Ms. Mejia at the meeting with VP Barber, rather than contacting President Kelly?⁴

9 5. On or about May 2, 2024, did Supt. Jensen file a “Compalint” (sic) with HCSSO’s
10 state affiliate, the Nevada State Education Association (“NSEA”), against President Kelly and NSEA
11 UniServ Director Allen Gumm accusing them of being “unprofessional and confrontational?”⁵

12 6. Whether Supt. Jensen stated in his “Compalint” (sic), “[w]ith a new superintendent
13 starting July, 2025, this opportunity to rebuild a positive working relationship can only occur with
14 changes with the HCSSO leadership and Uniserv Director?”⁶

15
16
17 ² Oddly, in Respondents’ Answer, they admit to Paragraph 24 of the Complaint that
18 “President Kelly sent VP Barber an email message asking, ‘[c]ould you please tell me when your next
19 meeting with [Ms. Mejia] is scheduled?’” Answer, p. 2. However, Respondents then aver in their Answer
20 that they “are without sufficient information to either admit or deny the allegations contained in
21 Paragraph[s] 25 [through 32] of the Complaint, and on that basis, deny the same.” *Id.* Thus, VP Barber must
22 have either deleted or not provided the relevant email chain to the District’s counsel.

23 ³ In Respondents’ Answer, they aver that they “are without sufficient information to either
24 admit or deny the allegations contained in Paragraph 36 of the Complaint, and on that basis, deny the same.”
25 Answer, p. 3.

26 ⁴ In Respondents’ Answer, they aver that they “are without sufficient information to either
27 admit or deny the allegations contained in Paragraph 37 of the Complaint, and on that basis, deny the same.”
28 Answer, p. 3.

⁵ Incredibly, in Respondents’ Answer, they deny Paragraph 44 of the Complaint. Answer,
p. 3. Thus, Supt. Jensen either concealed the “Compalint” (sic) or failed to provide it to the District’s
counsel.

⁶ Again, in Respondents’ Answer, they deny Paragraph 45 of the Complaint. Answer, p. 3.
Thus, the lack of credibility and integrity of Supt. Jensen, who has publically announced his resignation at
the end of the 2024-25 school year, will be a focus of the hearing in this matter. Complaint, p. 2, ¶ 7, fn. 1;
Answer, p. 2.

II. ISSUES OF LAW

1
2 1. Whether Respondents' conduct constitutes interference, restraint and coercion of
3 Ms. Mejia's or President Kelly's exercise of their rights guaranteed under NRS Chapter 288 and,
4 hence, committed a prohibited labor practice in violation of NRS 288.270(1)(a)?

5 2. Whether Respondents' conduct constitutes unlawful domination, interference or
6 assistance in the formation or administration of HCSSO and, hence, a prohibited labor practice in
7 violation of NRS 288.270(1)(b)?

8 3. Whether Respondents' conduct constitutes unlawfully discharging or otherwise
9 discriminating against Ms. Mejia or President Kelly because they formed, joined or chose to be
10 represented by HCSSO and, hence, a prohibited labor practice in violation of NRS 288.270(1)(d)?

11 4. Whether Respondents' conduct constitutes unlawfully refusing to bargain collectively
12 in good faith with the HCSSO as required in NRS 288.150 and, hence, a prohibited labor practice
13 in violation of NRS 288.270(1)(e).?

14 5. Whether Respondents' conduct constitutes unlawful discrimination of employees
15 covered by the applicable negotiated agreement and NRS Chapter 288 and, hence, a prohibited labor
16 practice in violation of NRS 288.270(1)(f)?

17 **III. MEMORANDUM OF POINTS & AUTHORITIES**

18 **A. Facts**

19 HCSSO is, and was at all times mentioned herein, an employee organization as defined by
20 NRS 288.040, and pursuant to NRS 288.160 recognized by HCSD as the exclusive negotiating agent
21 for purposes of establishing salaries, wages, hours and other conditions of employment for all of the
22 District's specified support staff employees. Ms. Mejia is, and was at all times mentioned herein,
23 a local government employee as defined by NRS 288.050, employed by the District for
24 approximately thirteen (13) years, assigned as a night Custodian at GVES, speaks and understands
25 limited English and is a member of HCSSO. President Kelly is, and was at all times mentioned
26 herein, a local government employee as defined by NRS 288.050, employed by the District for nearly
27 twelve (12) years, assigned as an Administrative Assistant for the District's Adult & Corrections

28 ///

1 Education office, is bi-lingual in English and Spanish and is a member and the President of HCSSO,
2 an office she has held since October 20, 2020.

3 The District is a local government employer as defined by NRS 288.060. VP Barber is, and
4 was at all times mentioned herein, a supervisory employee as defined by NRS 288.138, employed
5 by the District and assigned as the Vice Principal at GVES. Supt. Jensen is, and was at all times
6 mentioned herein, an administrative employee as defined by NRS 288.132, employed as the
7 District's superintendent and has publically announced his resignation at the end of the 2024-25
8 school year.

9 HCSSO and the District engage in collective bargaining pursuant to NRS Chapter 288. As
10 a result of the parties' negotiations, HCSSO and the District have entered into a Master Agreement
11 ("Agreement") effective July 1, 2023, through June 30, 2025, which is on file with the EMRB.
12 Article 5-2 of the parties' Agreement concerning Organization Rights provides:

13 The Employer agrees that the **individual employee will have full freedom of**
14 **association, self-organization, and the designation of representatives of their**
15 **own choosing in negotiating the terms and condition of their employment,** and
16 that they will be **free from interference, restraint or coercion by the employer or**
17 **its agents** in the carrying out of said activities. [Emphasis supplied.]

18 Article 7-10 of the Agreement regarding Investigative Interview states:

19 Whenever an employee is called before an administrator or the [School] Board
20 concerning any matter which may have an adverse effect on continuation in position
21 or employment, the employee and Organization shall, whenever possible, receive
22 twenty-four (24) hours prior written notice of the reasons for such meeting or
23 interview [and] **an HCSSO member shall be entitled to representation by the**
24 **Organization for advice and representation during such meeting or interview.**
25 Any and all notices by an administrator or the Board's desire to hold a conference
26 with an employee shall include the subject of the conference. [Emphasis added.]

27 Article 7-12 of the Agreement concerning Progressive Discipline provides in pertinent part:

28 **The employee has the right to have an Organization representative or a**
person(s) of his/her choosing present for all meetings/hearings at all levels that
may result in disciplinary action. [Emphasis supplied.]

On January 3, 2022, HCSSO filed a Complaint with the EMRB in Case No. 2022-001 against
HCSD and Assistant Superintendent Will Jensen ("AS Jensen") asserting three (3) causes of action
for interference and discrimination of President Kelly and HCSSO in violation of

1 NRS 288.270(1)(a), (b) and (f).⁷ The action was immediately settled (“Settlement Agreement #1”)
2 with the District agreeing:

- 3 1. [AS] Jensen will not be directly involved in HCSSO matters including, but not
4 limited to negotiations, disciplinary actions, or grievances for as long as Andrea
5 Kelly is President of HCSSO
- 6 2. On or before February 15, 2022, [AS] Jensen will provide a written apology to
7 [President] Kelly for his conduct.
- 8 3. All HCSD administrators, directors, and supervisors will be trained on
9 NRS 288.270 to not interfere with HCSSO and provide documentation that each
10 administrator has received the training, which will be complete[d] prior to
11 April 2, 2022.
12 * * *
- 13 5. The parties agree that they will act in good faith and that no retaliation will be
14 taken against any HCSD employee involved in these matters.
15 * * *

16 AS Jensen subsequently provided his letter of apology to President Kelly and the District held a short
17 presentation on NRS 288.270 to some HCSD administrators.

18 Less than one (1) year later, on or about February 24, 2023, in blatant violation of Settlement
19 Agreement #1, Supt. Jensen specifically directed AS Jensen to participate in the termination of a
20 probationary HCSD employee, who was a member of HCSSO. The employee was escorted to her
21 classroom, directed to collect her personal belongings and then hauled into the school office where
22 AS Jensen was waiting with the employee’s final paycheck. The employee immediately requested
23 representation by HCSSO, to which AS Jensen replied, “whether she’s here or not, we’re having this
24 conversation.”

25 Upon the arrival of an Organization representative, AS Jensen advised the employee that she
26 was still on probation and, therefore, her District employment was being terminated immediately.
27 She was given a termination notice on HCSD letterhead dated February 24, 2023, along with her
28 final District paycheck. On or about March 6, 2023, HCSSO filed a grievance based upon AS Jensen
and the District violating Settlement Agreement #1.

On or about March 7, 2023, HCSSO filed another grievance challenging the employee’s
termination and undersigned counsel prepared and sent to the District’s attorney a draft EMRB
complaint alleging five (5) causes of action against HCSD and AS Jensen in violation of

⁷ Although their antics and names are similar, Supt. Jensen and AS Jensen are not related as far as Complainants know.

1 NRS 288.270(1)(a), (b), (d), (e) and (f).

2 On or about May 5, 2023, the parties entered into another settlement (“Settlement
3 Agreement #2”) with the District stipulating:

- 4 1. [Supt.] Dave Jensen personally accepts responsibility for directing [AS] Jensen to
participate in the termination of [the employee].
- 5 2. HCSD agrees that it will abide by the Settlement Agreement [#1] in the future and
acknowledge[s] that its terms were violated by [AS] Jensen’s participation in the
6 termination of [the employee].
- 7 3. As part of this [S]ettlement [A]greement [#2] HCSSO and HCSD agree to
guidelines to support interactions between the HCSSO and District/Site
Administration. These guidelines will be based on rights defined in the Negotiated
8 Agreement, Weingarten and the Equity Principle. These guidelines will be finalized
as part of this settlement. (See attached)
- 9 4. Any alleged violation of the Settlement Agreement⁸ will automatically be heard
at the Board Level, should the Organization choose to proceed at this level; and
- 10 5. The EMRB complaint is removed [not filed].

11 On the same date, the parties entered into the “Meeting Guidelines for HCSD and HCSSO”
12 (“Guidelines”), “[i]n an effort to build the working relationship between the HCSD and
13 HCSSO”

14 Less than one (1) year later, on or about March 21, 2024, without complying with the
15 Guidelines, VP Barber met with Ms. Mejia and “verbally warned” her about taking a handle from
16 a window cleaner to replace the broken handle on a broom.

17 On or about March 25, 2024, VP Barber notified Ms. Mejia that she needed to meet with her
18 again. On the same date, President Kelly sent VP Barber an email message asking, “[c]ould you
19 please tell me when your next meeting with [Ms. Mejia] is scheduled?” VP Barber immediately
20 replied, “[i]t has not been scheduled yet. I will let you know when we have it scheduled.” President
21 Kelly immediately replied, “[w]ill this be another 24 hour [notice]?” VP Barber immediately
22 replied, “[y]es.” President Kelly immediately replied, “[g]reat! So we should be expecting the 24
23 hour [notice] tomorrow?” VP Barber replied, “[w]e will provide the 24hr notice by the end of this
24 week.” President Kelly replied, “[p]erfect! We will see you then!” Two (2) days later, on
25 March 27, 2024, at 1:54 p.m., VP Barber sent Ms. Mejia an email, without copying President Kelly,
26 with a notice to meet on March 28, 2024, at 11:45 a.m. (less than 24 hours) “regarding the findings
27

28 ⁸ It is unclear whether the parties are referencing Settlement Agreement #1 or #2.

1 of the investigation” and concludes, “**you have the right to representation of your choosing**
2 should you opt to do so.” (Emphasis supplied.)

3 On March 28, 2024, at 7:36 a.m., President Kelly sent VP Barber an email asking, “[w]as
4 [Ms. Mejia] given another 24 hour [notice] yesterday? I’m sorry, but today is too short of notice.
5 Could we schedule for tomorrow?” Of course, VP Barber only gave Ms. Mejia less than
6 twenty-two (22) hours of notice. VP Barber falsely replied, “[y]es, she did receive a 24 hr. notice.
7 I told [her] the time and she said okay.” President Kelly immediately replied, “I will need to
8 reschedule for tomorrow, as I was not given any notice. Thank you.” VP Barber immediately
9 replied, “[p]lease let [Ms. Mejia] know that she needs to contact me to request a different date for
10 the meeting. We will not be able to hold the meeting until next week. Friday and Monday we are
11 not in school.”

12 Despite exchange between President Kelly and VP Barber, the very next day, on
13 March 28, 2024, just after 11:45 a.m., Ms. Mejia received a telephone call at home from a Spanish
14 translator directing her to report immediately for the meeting. Ms. Mejia complied.

15 Rather than contacting President Kelly, GVES Principal Amber Westmoreland asked HCSSO
16 member Shauna Gilboy, who is not the HCSSO Building Representative at GVES, to represent Ms.
17 Mejia, and VP Barber proceeded with the meeting and issued Ms. Mejia a Written Warning. At
18 2:22 p.m. that afternoon, President Kelly sent VP Barber an email stating, “[g]ood afternoon. Could
19 we schedule [Ms. Mejia’s meeting] for sometime next Tuesday?” VP Barber replied, “[Ms. Mejia]
20 came in for the meeting today. She had representation. Have a great weekend.” President Kelly
21 immediately replied, “[r]eally? Who may I ask represented her & what as the outcome?”

22 On April 16, 2024, HCSSO filed Grievance #20240415 challenging the improper discipline
23 of Ms. Mejia. On April 26, 2024, HCSSO filed Grievance #20240425 with the District’s School
24 Board President for the District’s violation of Settlement Agreement #2. By letter dated May 3,
25 2024, Supt. Jensen expressed confusion about the multiple Grievances, but denied Grievance
26 #20240425.

27 On or about May 6, 2024, in an obvious attempt to divert blame, Supt. Jensen filed a
28 “Compalint” (sic) with NSEA, HCSSO’s state affiliate, against President Kelly and NSEA UniServ

1 Director Mr. Gumm accusing them of being “unprofessional and confrontational.” Supt. Jensen
2 concludes the “Compalint” (sic), “[w]ith a new superintendent starting July 2025, this opportunity
3 to rebuild a positive working relationship can only occur with **changes with the HCSSO leadership
4 and Uniserv Director.**” (Emphasis added.) Supt. Jensen admits that such intentional interference
5 “is outside of the scope of the District” As a result of Supt. Jensen’s fabricated “Compalint”
6 (sic), NSEA commended President Kelly and Mr. Gumm for being zealous advocates of HCSSO
7 members. Complainants filed the instant Complaint on May 17, 2024.

8 On June 12, 2024, President Kelly, on behalf of HCSSO, and Supt. Jensen, on behalf of
9 HCSD, signed a Memorandum of Understanding (“MOU”) resolving the underlying grievances. The
10 MOU provides, “[t]he right for an employee to choose their representative will be strictly enforced”
11 and added the Article 7-12:1:c language to the Guidelines and to the 24-hour notice employees
12 receive in the future. The District agreed conduct training for all HCSD administrators regarding
13 employee rights preserved under *Weingarten*, the MOU and the Guidelines. The MOU also reduced
14 the verbal and written warnings that VP Barber issued to Ms. Mejia to “a guidance support
15 document.” The MOU did not address or resolve the instant Complaint.

16 **B. Argument.**

17 Laws granting employees the rights to organize and collectively bargain with their employers,
18 such as NRS Chapter 288, are intended to promote peace in labor relations. *See Truckee Meadows*
19 *Fire Protection Dist. v. International Ass'n of Firefighters, Local 2487*, 109 Nev. 367. 376-77, 849
20 P.2d 343, 350 (1993). The EMRB is concerned with the chilling effect which an employer’s actions
21 may have on rights of the employees that are guaranteed under NRS Chapter 288. *Esmeralda Cty.*
22 *Classroom Teachers Ass’n v. Esmeralda Cty. Brd. of School Trustees*, EMRB Case No. AI-045497,
23 Item No. 273 (1991) (*citing* NRS 288.270(1)). In fact, the very first decision of the EMRB
24 concerned whether an employee was improperly discharged from his employment because of union
25 activity. *Laborers' Int'l Union of North America, Local Union No. 169 v. Washoe Medical Center*,
26 Item No. 1, EMRB Case No. 1 (1970). Moreover, through NRS 288270(1), an employee
27 organization is protected from actions which would undercut its ability to fulfill its statutory role as
28 exclusive bargaining agent and defender of collective bargaining agreements. *Nevada Service*

1 *Employees Union, SEIU Local 1107, AFL-CIO, v. Clark Cty*, EMRB Case No. A1-045759, Item
2 No. 540B (2005). Here, Respondents’ conduct and communications by HCSD administrators
3 “violate the spirit, if not the letter, of NRS Chapter 288.” *Id.* Thus, in the words of the EMRB, the
4 united and dedicated members of HCSSO must “express here our sincere hope that in the future [the
5 District] will scrupulously honor the dictates and goals our Legislature has expressed by enacting
6 [NRS] Chapter 288.” *Id.*

7 **1. Respondent violated NRS 288.270(1)(a).**

8 It is a prohibited practice for a local government employer or its designated representative
9 willfully to interfere, restrain or coerce any employee in the exercise of any right guaranteed under
10 NRS Chapter 288. NRS 288.270(1)(a). *See Carson City Sheriff’s Employees Ass’n vs. Sheriff and*
11 *County of Carson City*, EMRB Case No. A1-045319, Items #87, #88 and #89 (1978, 1979) (Sheriff
12 committed prohibited practices of interference, restraint, coercion of employees in the exercise of
13 rights guaranteed under 288 and interfering in internal administration of association). Additionally,
14 the rights recognized by the United States Supreme Court in *NLRB v. J Weingarten, Inc.*,
15 420 U.S. 251 (1975), also arise under the provisions of NRS Chapter 288. *Heitzinger vs. Las Vegas-*
16 *Clark Cty. Library Dist.*, EMRB Case No. A1-045977, Item #728C at 17 (2012). Finally, criticism
17 of association representatives as “unprofessional” by District administrators amounts to a prohibited
18 practice under NRS 288.270(1)(a). *Education Support Employees Ass’n vs. Clark Cty. School Dist.,*
19 *et al.*, EMRB Case No. A1-045782, Item #568B at 16 (2005).

20 Here, Respondents’ blatant and repeated violations of Ms. Mejia’s *Weingarten* rights
21 memorialized in the parties’ Agreement and Guidelines and interference with President Kelly’s
22 exercise of her right to represent Ms. Mejia constitute a prohibited labor practice in violation of
23 NRS 288.270(1)(a). Similarly, Supt. Jensen’s “Compalint” (sic) against President Kelly and NSEA
24 UniServ Director Mr. Gumm amounts to a prohibited labor practice under NRS 288.270(1)(a). Thus,
25 the District and its designated representatives willfully interfered, restrained and/or coerced HCSSO
26 members in the exercise of their lawful rights under NRS 288.180(1).

27 ///

28 ///

2. Respondents violated NRS 288.270(1)(b).

1
2 It is a prohibited practice for a local government employer or its designated representative
3 willfully to dominate, interfere or assist in the formation or administration of any employee
4 organization. NRS 288.270(1)(b). It is not necessary to show that such acts were “willful” or that the
5 employer “intended” to interfere with employee rights in order to establish that a prohibited practice
6 was committed. *Clark Cty. Classroom Teachers Ass’n vs. Clark County School District, et al.*, EMRB
7 Case No. A1-045435, Item #237 (1989).

8 Here, Respondents’ repeated and blatant refusal to allow President Kelly to represent
9 Ms. Mejia and Supt. Jensen’s “Compalint” (sic) demanding “changes with the HCSSO leadership and
10 Uniserv Director” constitutes willfully dominating, interfering or assisting in the formation or
11 administration of HCSSO and NSEA in violation of NRS 288.270(1)(b).

3. Respondents violated NRS 288.270(1)(d).

12
13 It is a prohibited practice for a local government employer or its designated representative
14 willfully discharge or otherwise discriminate against any employee because the employee has signed
15 or filed an affidavit, petition or complaint or given any information or testimony under Chapter 288,
16 or because the employee has formed, joined or chosen to be represented by any employee
17 organization. NRS 288.270(1)(d). Due to employee’s union activities and the personal animus
18 against the employee, employer discriminated against employee for personal reasons and because of
19 employee’s union affiliation. *Esmeralda Cty. Classroom Teachers Ass’n vs. Esmeralda County*
20 *School District, et al.*, EMRB Case No. A1-045497, Item #273 (1991).

21 Here, Respondents’ atrocious and reprehensible treatment of Ms. Mejia, who understands
22 limited English, and disrespect of President Kelly constitute discrimination of Ms. Mejia and
23 President Kelly because they have formed, joined or chosen to be represented by HCSSO in violation
24 of NRS 288.270(1)(d).

4. The District did not negotiate in good faith.

25
26 It is a prohibited practice for a local government employer or its designated representative
27 willfully to refuse to bargain collectively in good faith with the exclusive representative as required
28 in NRS 288.150. NRS 288.270(1)(e). In Nevada, NRS chapter 288 “imposes a reciprocal duty on

1 employers and bargaining agents to negotiate in good faith concerning the mandatory subjects of
2 bargaining listed in NRS 288.150.” *Education Support Employees Assoc. and Police Officer Assoc.*
3 *of the Clark County School Dist.*, EMRB Case No. A1-046113, Item No. 809 (October 20, 2015).
4 “Refusal to bargain in good faith by either party is a prohibited labor practice. NRS 288.270(1)(e) and
5 (2)(b).” *Id.* “The determination of whether there has been such sincerity is made by drawing
6 inferences from conduct of the parties as a whole.” *City of Reno v. International Assoc. of*
7 *Firefighters, Local 731*, Case No. A1-045472, Item 253-A (quoting *NLRB v. Insurance Agent's*
8 *International Union*, 361 U.S. 488 (1970)).

9 Here, the District specifically negotiated *Weingarten* rights into the parties’ Agreement,
10 entered into two (2) Settlement Agreements related to President Kelly’s representation of HCSSO’s
11 members, agreed to specific Guidelines to ensure representation of HCSSO members by
12 President Kelly and HCSSO representatives and recently reiterated these rights in an MOU. Yet,
13 Respondents continue to ignore the multiple agreements that they have negotiated, which constitutes
14 bad faith bargaining in violation of NRS 288.270(1)(e).

15 **5. Respondents unlawfully discriminated against Ms. Mejia and President Kelly.**

16 It is a prohibited labor practice for a local government employer or its designated
17 representative willfully to discriminate because of race, color, religion, sex, sexual orientation, gender
18 identity or expression, age, physical or visual handicap, national origin or because of political or
19 personal reasons or affiliations. NRS 288.270(1)(f).

20 Here, Respondents’ certainly discriminated against Ms. Mejia and President Kelly because
21 of their race, color, sex, age, national origin or for political or personal reasons or affiliations in
22 violation of NRS 288.270(1)(f).

23 **6. Complainants are entitled to attorney’s fees and costs.**

24 The Board may award reasonable costs, which may include attorney’s fees, to the prevailing
25 party. NRS 288.110(6). When an employer has committed flagrant acts which serve only to frustrate
26 and obstruct the ongoing process of negotiations, it has acted in bad faith and the employee
27 association is entitled to a judgment in its favor and to attorney’s fees and costs. *Reno Police*
28 *Protective Ass’n v. City of Reno*, EMRB Case No. A1-045390, Item Nos. 175A, at p. 5 (1985).

1 In good faith, HCSSO negotiated *Weingarten* rights into the parties' Agreement, entered into
2 two (2) Settlement Agreements related to President Kelly's representation of HCSSO members,
3 developed specific Guidelines to guarantee HCSSO members' rights to representation and recently
4 implemented an MOU to reiterate those rights. Yet, Respondents deliberately pursued a course of
5 action in violation of the Agreement, the Settlement Agreements, the MOU and NRS Chapter 288.
6 In light of the totality of Respondents' unlawful conduct, Complainants had no choice other than
7 exercising its rights under NRS Chapter 288 by initiating the instant prohibited practices proceeding.
8 In light of Respondents' bad faith, obstructive antics and frustrating tactics, Complainants hereby
9 request an order from the Board determining that the District committed various prohibited labor
10 practices in violation of NRS 288.270(1) and awarding attorney's fees and costs incurred by HCSSO
11 in bringing this action in accordance with NRS 288.110(6).

12 IV. PENDING PROCEEDINGS

13 As indicated above, the parties entered into an MOU resolving the two (2) underlying
14 grievances. Thus, there are no other pending or anticipated administrative or judicial proceedings
15 related to the subject of the instant hearing and, hence, to reason to stay the hearing in this matter.

16 V. LIST OF WITNESSES

17 Complainant anticipates calling the following witnesses at the hearing of this matter, exclusive
18 of rebuttal witnesses:

- 19 1. Andrea Kelly, HCSSO President, who will testify regarding Respondents' improper
20 actions and her efforts to enforce the parties' Agreement and NRS Chapter 288.
- 21 2. Allen Gumm, NSEA UniServ Director, who will testify regarding Respondents'
22 improper actions and his efforts to enforce the parties' Agreement and NRS Chapter 288.
- 23 3. Olga Mejia, HCSSO member, who will testify regarding Respondents' refusal to allow
24 her to be represented by the HCSSO representative of her choice, President Kelly.
- 25 4. Any witness identified or called by Respondent.

26 HCSSO reserves the right to modify its list of witnesses and to call rebuttal witnesses at the hearing
27 in this matter.

28 ///

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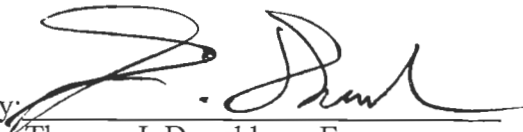
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VI. TIME NEEDED FOR PRESENTATION OF HCSSO'S POSITION

HCSSO estimates that presentation of its case will require approximately four (4) hours at the hearing.

Respectfully submitted this 28th day of June, 2024.

DYER LAWRENCE, LLP

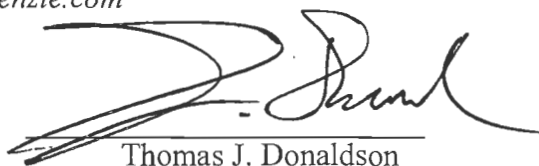
By: 

Thomas J. Donaldson, Esq.
Nevada State Bar No. 5283
Attorneys for HCSSO

CERTIFICATE OF SERVICE

Pursuant to NAC 288.200(2), I certify that I am an employee of DYER LAWRENCE, LLP,
and that on the 28th day of June, 2024, I sent via electronic mail a true and correct copy of the within
COMPLAINANT'S PRE-HEARING STATEMENT addressed to:

Joel W. Locke, Esq.
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P.O. Box 646
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Thomas J. Donaldson