

1 STATE OF NEVADA

2 EMPLOYEE-MANAGEMENT COMMITTEE

3 MEETING TRANSCRIPT

4 SEPTEMBER 23, 2021

5

6 UNK: Good morning. Hello.

7 UNK: Good morning.

8 CHAIR: All right, everyone. We're still waiting for

9 Sandie (inaudible)

10 UNK: We are.

11 UNK: I'm sorry, we couldn't hear you.

12 CHAIR: Sorry. Um, we're waiting for Sandie from the
13 AGS office to get here, I guess. And, uh, as soon as that
14 happens, we'll get rolling.

15 UNK: Who, I'm sorry, who are you waiting for from
16 the AGS office.

17 UNK: Who?

18 UNK: Oh, it's Sandie Geyer.

19 UNK: Sandie Geyer.

20 UNK: Sandie Geyer.

21 UNK: Another committee member.

22 UNK: It's another committee.

23 UNK: Oh, committee member. Okay.

24 UNK: Okay. We'll put you back on mute.

25 UNK: We will to.

1 UNK: Okay, fine.

2 MULTIPLE: On just left the message. Note this, cause we
3 don't have a quorum. I've got it unmuted. So, they, if they
4 can let, I left a message on her office room. There's my cell
5 phone upstairs.

6 CHAIR: I guess if you're on, can you hear me?

7 UNK: Yes.

8 UNK: We can hear you.

9 CHAIR: Hi. What we're waiting for right now is we are
10 missing a member of the EMC and without said member of said
11 EMC, we don't have a quorum. So, we are waiting for a quorum.
12 We've called, um, every number we have, we email, we're
13 getting nothing. So, we are with the waiting game. It begins
14 now, or at least continues now. And when I have an update,
15 you'll have an update, I swear to God.

16 UNK: Thank you.

17 UNK: Thank you, Tracy.

18 UNK: Okay. That's okay. There we go.

19 UNK: I, I, I caught that Denise was doing all the
20 leg work, how you went up there and I thought.

21 UNK: Sorry, everybody.

22 UNK: Alright.

23 UNK: No.

24 UNK: Okay.

25 UNK: Good morning.

1 CHAIR: Good morning, Las Vegas. We now have our, our
2 [inaudible]. We now have a quorum, so we no longer stuck
3 [inaudible] and she's with us. So, with that said, I'm gonna
4 call this meeting to order at, uh, 9:13 AM um, in the State
5 Librarian Archives at, um, in Carson City and, uh, in Las
6 Vegas at the Grant Sawyer Building. Um, if any, if in the
7 event of a fire there is the, our exit area is in this
8 building, uh, take the first right out of the door and then
9 the second right and then go outside and stand at the top of
10 the steps until somebody counts here. Or if you don't like
11 that idea, get behind the guy in the wheelchair and try to
12 keep up.

13 MULTIPLE: <laugh>.

14 CHAIR: And I don't know what the exit plan down in Las
15 Vegas is, but if somebody does, that would be a good time.

16 UNK: For Las Vegas, out the door to the left and all
17 the way out to the parking lot.

18 CHAIR: Well, done. Okay. Um, first thing we're gonna
19 talk about is public comment. A no matter can be voted on in
20 public comment, and if anything needs to be addressed by the
21 committee, it will have to be genderized at a later date. But
22 we will now open the floor to public comment. Does anybody
23 have any public comment in the north? Okay. Hearing none. Does
24 anyone have any public comment in the South?

25 UNK: It doesn't look like it.

1 CHAIR: Okay. Do any parties today have any objections?
2 Do any of the evidence items introduced, uh, by any party,
3 either the state's cases or the grievance cases today?

4 UNK: Yes, there is an objection.

5 CHAIR: Okay.

6 UNK: Yes, Chair, we do have one.

7 CHAIR: All right. Let's talk about that one.

8 KING: Good morning, Chair and Committee. My name is
9 Linda King, and I'm counsel for the, uh, Board of Regents of
10 the Nevada System of Higher Education on behalf of College of
11 Southern Nevada, more easily referred to C S N <laugh>. Um, I
12 have, uh, with respect to the employees' packet, I do have an
13 objection to one exhibit, and that is exhibit number 18. And
14 he turned to the employee's packet. Pardon me, it's 19. Um,
15 um, uh, Mr. [inaudible] has submitted a document from the
16 website of Human Resources of the University of Nevada Las
17 Vegas. And I, uh, CSN objects to this document as having no
18 relevancy or bearing upon a grievance issued, um, by the
19 Institution at College of Southern Nevada.

20 CHAI: Okay. Um, do we wanna, the committee, do we
21 wanna discuss that or do you think we have enough information
22 without that exhibit to make our, uh, informed decision on
23 this matter?

24 LEATHERS: Chair Christina Leathers for the record, I
25 believe that we have sufficient information absent this, uh,

1 exhibit.

2 CHAIR: Okay. Um, with that, I, I think probably a
3 motion would be most, most, uh, well covers most of it. Does
4 anybody have a motion as far as as considering all the
5 evidence without that particular piece of evidence?

6 LEATHERS: Uh, chair, uh, Christina Leathers, for the
7 record, uh, I presented the motion to accept. Well, hold on,
8 let me write this one up.

9 CHAIR: To remove.

10 UNK: Chair.

11 CHAIR: Yes.

12 LEATHERS: Chistina Leathers, um, I present a motion to
13 accept the objection of Exhibit 19 packet for employee packet
14 as there is sufficient evidence contained of the other
15 materials within the packet.

16 CHAIR: Okay, do I have a second?

17 UNK: I second.

18 CHAIR: We have multiple seconds. Uh, so we'll go with
19 that. All members in favor of striking that means, uh, of
20 sustaining the motion, uh, of member Leathers. Please state by
21 by saying aye.

22 MULTIPLE: Aye. Aye. Aye. Aye.

23 CHAIR: Okay. Motion to strike the, uh, Ms. Leather's
24 motion passes unanimous. So, um, next thing would be motion to
25 adopt the agenda. And before I get to that, um, I'm gonna get,

1 I'm gonna use my discretion a little bit as chair today and
2 ask that we amend the agenda a little bit so that we can
3 discuss items seven and eight, first. Those just discussions
4 of, of possible actions, and I get them with him quickly. If
5 no one objects, does anybody have any objection to that?

6 UNK: No.

7 CHAIR: Okay. Hearing no objections, uh, I would like
8 to move, uh, that we adopt the agenda as amended with item
9 seven and eight, discussed first. Okay. Without objections,
10 we'll adopt that agenda. How about that? Okay. With that,
11 first up is discussion, uh, possible action related to
12 grievance number 7940 Matthew Kaplan. Um, this is the DPS
13 member. Um, anybody wanna start the discussion on that one?

14 UNK: Chair?

15 CHAIR: Go ahead.

16 LEATHERS: Chair, Christina Leathers for the record. Um,
17 based on my information and understanding, uh, regulation
18 prohibits the governor from creating any new, uh, hol, state
19 holidays absent of legislative session. So, based on the fact
20 that state holidays are only approved by the state
21 legislature, um, it's my belief that this is outside of our
22 jurisdiction.

23 CHAIR: I think you're right about that. Um, if we just
24 all of a sudden have the power to designate state holidays,
25 we're all taking my birthday off. Um.

1 MULTIPLE: <laugh>

2 CHAIR: Just cause. So, uh, I, but I agree. I, I think
3 this is way beyond what we can do. I need an idea, but even
4 though even the legislation that passed this holiday says it
5 doesn't take effect until next year at the earliest. So, with
6 that, um, I, I think we should, I would like to entertain a
7 motion that we, uh, the, um, dismissed this grievance, um,
8 because we don't have the authority to grant what the grievant
9 wants.

10 LEATHERS: Uh, Chair, I second Leathers.

11 CHAIR: I don't think I can make a motion to the chair,
12 so I need a first, and then I, then I can second it, I swear
13 to God.

14 UNK: Okay.

15 LEATHERS: Christina Leathers for the record. Um, I motion
16 that the deny this grievance as it's outside of the EMC's
17 jurisdiction.

18 CHAIR: Okay. Do we have a second?

19 UNK: Second.

20 DUPREE: I'll second in.

21 CHAIR: Member Dupre for the record. Uh, let's, let's
22 vote, let's do a vote on the motion. All in favor of
23 sustaining Member Leather's motion, say aye.

24 MULTIPLE: Aye. Aye. Aye.

25 CHAIR: Any opposed? Hearing none. We will not, we

1 won't hear that motion because we don't have the power to do
2 anything about it. Uh, by the way, I made a mistake here.
3 Oops. Probably the first of many today, get used to it. Um, I
4 forgot to have the committee introduce itself, and I'll start
5 with that. My name is Tracy Dupree, I work for the Department
6 of Employment Attorney in rehab. Go ahead.

7 GEYER: I'm Sandie Geyer, I work for the Office of the
8 Attorney General.

9 UNK: It worked.

10 MULTIPLE: <laugh>.

11 CHAIR: [inaudible] statement. We all hit that one.

12 UNK: Yeah, right. <laugh>

13 JOHNSON: Nora Johnson, interim EMC Coordinator, DHRM.

14 THOMPSON: Sherry Thompson, Department of Employment
15 Training Rehabilitation.

16 WEISS: Todd Weiss on with the Attorney General's
17 office.

18 LEATHERS: Christina Leathers, the Nevada Department of
19 Corrections.

20 WRIGHT: Ivory Wright, EMC Admin Clerk.

21 CHAIR: Okay. That takes us to agenda item number eight
22 discussion, possible motion of grievance number, uh, 8028 for
23 Randy Andrews and I, this is just discussion. I don't think we
24 as a, as a governor appointed committee have the power to, um,
25 overturn the governor's mandate. If we did, I don't think we'd

1 be on a Governor's committee.

2 MULTIPLE: <laugh>.

3 LEATHERS: Chair, I motion that, uh, this grievance be
4 denied for hearing based on the fact that it is outside of the
5 EMC's jurisdiction.

6 CHAIR: I quite agree. Um, and I'll second that motion.
7 Let's vote on it. All right. All in favor of, of dismissing
8 that motion because it's beyond the authority of the EMC
9 signified by saying aye.

10 MULTIPLE: Aye. Aye. Aye.

11 CHAIR: Any opposed? Okay, that takes care of seven and
12 eight. Uh, that brings us to, uh, item number four, uh, the
13 adjustment of grievance of Paul Bulver, um, Colleges of
14 Southern Nevada. Uh, can't see the grievance number, the
15 ideas, uh, are we looking to proceed in that instance? If
16 possible, we'd like all witnesses to sit nearest Ms. Leathers
17 down south so we can see them. Cause we can't adjust the
18 camera angle. If Mr. Bulver is there and we're ready to
19 present his case. He's this will be your time, sir.

20 UNK: Okay.

21 UNK: Chair.

22 CHAIR: Yeah.

23 UNK: Um, I think you have to swear everyone in.

24 CHAIR: Oh, yeah. Um.

25 MULTIPLE: laugh>.

1 CHAIR: Any potential witnesses, please raise your
2 right hand and say, and, uh, do any witnesses swear will tell
3 the truth, the whole truth, and, you know, tell the truth
4 today, and, um, no, it's close. You might not do this for a
5 living.

6 UNK: Yes.

7 CHAIR: Y'all swear to do tell the truth.

8 UNK: Yes.

9 UNK: Yes.

10 UNK: Yes.

11 CHAIR: Okay. We're good. Any witnesses, uh, or any,
12 uh, witnesses that are gonna be testifying needs to sign in,
13 uh, indicate that they, uh, for witnesses, they need to sign
14 the list. If there's one there and, uh, Mr. Bulver, you're up.

15 BULVER: Okay. Um, before you stand a frustrated
16 interviewed employee, I would like to, to have the committee
17 connect the dots between what I was supposed to have done in
18 charges against me and the remedies through the, though,
19 although the employer states that I have numerous consulting
20 and oral reprimands, my response is, when did I have them? And
21 what did I do wrong? Is a directive, it considered consulting.
22 Here's what I know. There is a positive progressive
23 disciplinary process. In the disciplinary process, you
24 document everything. Uh, some guy back in 1942 determines
25 seven rules for the disciplinary process. But the two most

1 important two rules are, did you, do it? And what was the
2 disciplinary appropriate? Okay. When the COVID pandemic hit,
3 the governor of the state stated that we don't send stuff, to
4 support the response, just ask the organization, first. I
5 supported Officer Cup of the Las Vegas Metro Police during an
6 exercise and training in October of 2019. I sent an email to
7 Officer Cup asking if it would be a good idea to prep and
8 stage equipment, prep and stage the working unmanned aerial
9 systems at the College in Southern Nevada, prep and stage. In
10 addition, I need management's approval. Officer Cup responds
11 that it would be a great idea and states to tell him what
12 management thinks. I forward the email to management for
13 approval. Uh, Mr. Prius stated that only he can authorize use
14 of the UAVs. Does prep and stage UASs for possible use in the
15 pandemic response a wrong thing? Is the internal investigation
16 that happened and the written reprimand appropriate
17 discipline. Mr. Prius was the first to use authorized use of
18 UASs, and that snowballed into an internal investigation where
19 Mr. Bulver supposedly extended an offer to Las Vegas Metro
20 Police to give them possession of the UAS lead. This offer
21 supposedly was accepted by Officer Cup, but before this
22 unauthorized disposition of asset occurred, Mr. Miller and Jim
23 Prius intervened to stop it. If you read my email, it states
24 prep and stage, not give possession. Sergeant Cup did not
25 offer except the offer. It was gonna be based on management's

1 approval. Sergeant Cup, I don't think he's here today, was
2 supposed to verify that no equipment changed hands, and his
3 acceptance was based on CS and management approval.
4 Surprisingly, Mr. Prius and Mr. Miller are not here as
5 witnesses. How do I dispute a long history of coaching
6 corrective accidents, instructions and directives as stated in
7 the written reprimand. I requested my past forward, my past 10
8 performance and evaluations reviewed. I only received four
9 reports. Each of the four reports states that I exceeded
10 standards and were signed by Dr. Spangler, Mr. Sukup and Mr.
11 Miller. The past four years, management failed to write the
12 annual performance, my annual performance and evaluation
13 reports. In the beginning, I stated that was important to
14 document everything. The written reprimand states phrases
15 like, many discussions, numerous or many discussions, multiple
16 board instruction discussed many times with Mr. Bulver and a
17 long history. Where is the documentation that supports these
18 phrases? There are only two directive emails that they
19 consider coaching. Setting expectations that the employee
20 adheres to the chain of command and cease unprofessional
21 behavior. Let's apply the two rules of dismal [inaudible] on
22 the unprofessional behavior. Yet I did say that I trust you as
23 far as I can throw you. The Dean stated that this was a breach
24 of the quorum, requires further inquiry and the appropriate
25 guidance of the professionals of human resources. Yet I was

1 not given any appropriate guidance by hu, by the professionals
2 of HR. The coaching, the other coaching email states that it
3 direct that the employee is no longer affiliated with UAS
4 program. But the email states that I will not fly UASs unless
5 directed by Eggers or Jim Preis. After the first year, after
6 the first of the year the [inaudible] would come from Jim
7 Prius. I have exhausted, I have explained the covid email in
8 detail, but I did not, I wasn't asked to fly, so I really
9 didn't do anything wrong. Was this was a disciplinary action
10 appropriate and there was no disciplinary action? I would like
11 to state that there is a step three that Dr. Spangler and
12 notes from a grievance in 2018. That grievance was resolved
13 through resolution counsel. It was my understanding that all
14 documents were dis, to be destroyed and the resolution would
15 be kept confidential. Why is step three in the notes from the
16 grievance in 2018 included in the written reprimand? Um, I
17 don't know if I should have spoken at the beginning, but
18 lastly, in the employer package, it states that Section C is
19 what the employee submitted to the grievance. This section
20 starts off correctly, but has an email called CSN Equipment,
21 then it goes about a hundred to 200 pages until it hits the
22 notice of employee rights. If you compare my employee package
23 to Section C, they are different. I did not submit this
24 additional information in Section C to the committee, and I'm
25 done.

1 CHAIR: Okay. If the, um, other side, like to present
2 its case, we're okay with that?

3 KING: Sure. I'll begin with, with our opening. Um,
4 again, thank you chair and committee members, Linda King on
5 behalf of CSN. Um, I've purposely included a very limited
6 opening so that we'll have sufficient time to address this
7 case through our management employees. Um, the written
8 reprimand that was issued to CSN employee Mr. Bulver was
9 justified. As you've read in the employer's pre-hearing
10 statement and agile hearing today from our witnesses, the
11 underlying employee conduct consisted of Mr. Bulver's
12 unauthorized offer. Conditional or otherwise unauthorized
13 offer of the CSN drone fleet to the Las Vegas Metropolitan
14 Police Department. This warranted a written reprimand as an
15 initial action, which is permissible under Nevada Device
16 Statute 284.638 subsection three. CSNs goal today is to
17 present its case from the perspective of the School of
18 Advanced and Applied Technologies management faculty who have
19 met with Mr. Bulver in an attempt to resolve his grievance.
20 You will hear testimony regarding the underlying conduct
21 wherein Mr. Bulver bypassed his chain of command, assuming a
22 role out of the scope of his physician, why this conduct is
23 concerning from a management as well as a compliance and
24 safety perspective, and why those concerns justify a written
25 reprimand. CSNs presentation will also resolve any procedural

1 doubts that were raised by Mr. Bulver. Finally, you were hear
2 you will hear that despite management's efforts, resolution
3 has not been achieved due to Mr. Bulver's stalemate all or
4 nothing position and his inability to recognize the
5 inappropriateness of his conduct. Thank you.

6 CHAIR: Okay. Um, that's your opening statement. Uh,
7 well, Mr. Bulver, do you have any more cases to present or was
8 that, was your statement of some of your case.

9 UNK: [inaudible].

10 CHAIR: I'm okay with it either way.

11 BULVER: I, I think I'm done because I don't see my
12 witness in the room.

13 CHAIR: Okay. In that, in that case, Ms. King, uh, if
14 you prevent the rest of your case, go ahead.

15 KING: Thank you, chair. Um, I, uh, do have
16 presentation, a witness statement, a declaration in lieu of
17 life testimony that I'd like to offer into evidence. Um,
18 unfortunately, I had listed, um, Dr. Margo Martin, who is our
19 appointing authority as a witness to appear live. She was un,
20 she's unable to be here today and has prepared a, um, a
21 declaration. And I offered to submit this in accordance with
22 the order, um, setting this hearing, allowing for, um, the
23 submission of a statement in lieu of Testimony or wi, witness,
24 it's called a witness statement. So, I'd look to counsel for
25 an interpretation of fed's acceptable for the declaration to

1 be submitted.

2 WEISS: And my concern is that it wasn't, it wasn't
3 previously disclosed. If, if there was a previously disclosed
4 sworn witness statement, that would be one thing. But, uh,
5 having interviews for the first time here at the meeting, um,
6 that I'm not sure about, um, I can look into that further. If
7 the, uh, if the commission wants to, wants to give me a five-
8 minute recess to look into that.

9 CHAIR: Uh, I'll bend to the committee's will on this.
10 Do you think we have enough to proceed?

11 KING: Can I, can I offer a proffer of what the
12 declaration.

13 CHAIR: Okay, go ahead.

14 WEISS: SURE.

15 KING: Mm-hmm. <affirmative>, um, this declaration
16 will be submitted as evidence to show that the appointing
17 authority, while having not signed the written, uh, reprimand,
18 was aware and consented to issuance.

19 CHAIR: Okay. We can, what, how about we just accept
20 that as in their case, without worrying about, uh, whether the
21 statement is written to the record or not. Would that suffice?

22 WEISS: We could do that Chair.

23 CHAIR: Okay. Let's do that. Go ahead with your case.

24 KING: Thank you. Um, I'd like to call Crystal, uh,
25 Crystal Nagle as witness. Ms. Nagle.

1 NAGLE: Good morning.

2 KING: Good morning. Could you please state your name,
3 address, and title for the committee?

4 NAGEL: Uh, my name is Crystal Nagle. I am reside at
5 204 Santa Cro Avenue, uh, Henderson, Nevada 89011. And my
6 title at the College of Southern Nevada is the Department
7 Chair of Applied Technologies.

8 KING: And, uh, do you hold any other roles in your
9 position?

10 NAGLE: Yes, I am a supervisor, uh, for many persons,
11 persons.

12 KING: Okay. So, as a chair, were you a supervisor of
13 Mr. Bulver at the time that his grievance came in?

14 NAGLE: Yes, I was.

15 KING: Were you involved in step one of the
16 grievances?

17 NAGLE: Yes, I was.

18 KING: And what did you do when you received that step
19 one?

20 NAGLE: Uh, I conducted an informal meeting with Mr.
21 Bulver and, uh, we reviewed documents and I, um, I heard his
22 concerns and I, uh, reviewed it and I made my decision.

23 KING: And what was your decision?

24 NAGLE: Um, to, um, deny the, well, not deny, but, uh,
25 to move it up to have it proceed to step two.

1 KING: Okay. And who was that in step two? Who did you
2 move it to?

3 NAGLE: Uh, Dr. Spangler, Dr. Michael Spangler. Dean of
4 the school.

5 KING: Is there anything further that you want to tell
6 the committee about your participation in step one?

7 NAGLE: Um, I, uh, I was appointed, uh, as the
8 department chair on July 1st, 2020. And, um, and that's and
9 not too long after when I received the grievance, so.

10 KING: Okay. So, on July, July 1st, 2020, you were
11 chair and supervisor of Mr. Bulver, that's correct.

12 NAGLE: Yes.

13 KING: So, you were not his supervisor at the time
14 that the written reprimand was issued?

15 NAGLE: I was not.

16 KING: Okay, thank you. I have no further questions
17 for this witness.

18 CHAIR: Okay. Before you swear in your next witness,
19 um, don't worry about having, having to give their addresses.
20 Just tell us who they are and where they work and what they
21 do.

22 KING: Sure.

23 WEISS: Mr. Chair, Mr. Bulver, he needs an opportunity
24 to ask questions if he wants to.

25 CHAIR: Oh, yeah, go ahead.

1 BULVER: Um, I have no questions.

2 CHAIR: Thank you. Ms. Nagle. I'd like to ask the
3 committee is, is she free to leave or if say, if she would
4 prefer, is she obligated to that?

5 WEISS: That's up to you. If she, she's not gonna.

6 CHAIR: That's up to you.

7 KING: Okay. Uh, our next witness is Dean Michael
8 Spangler. Good morning, Dean Spangler.

9 SPANGLER: Good morning.

10 KING: Could you please tell the committee your name
11 and title?

12 SPANGLER: My name is Michael Spangler. I'm the Dean of
13 the School of Advanced and Applied Technologies, the College
14 of Southern Nevada.

15 KING: And could you describe your school and the
16 different programs that are contained within your school?

17 SPANGLER: Our school is one of six academic schools at
18 the College of Southern Nevada. Advanced and Applied
19 Technologies, uh, is comprised of three departments, uh, one
20 of which is Applied Technologies. The departments are further
21 divided into program clusters, each managed by a program
22 director. They report to the department chair. And there are,
23 in addition to that, there are certain, uh, positions with
24 lead responsibilities in individual programs.

25 KING: And what is the program at issue today?

1 SPANGLER: The program we're discussing now is engineering
2 technology, the Unmanned Aviation Program inside engineering
3 Technology cluster.

4 KING: And you mentioned that a program director
5 reports to a chair. And does that chair report to you?

6 SPANGLER: Indeed, yes.

7 KING: And who do you report to?

8 SPANGLER: I report to the Vice President of Academic
9 Affairs.

10 KING: And at the time of, uh, of the, the written
11 reprimand, the disciplinary Action action that we're here
12 about today, who was the, uh, the Vice President of Academic
13 Affairs at that time?

14 SPANGLER: It was Dr. Margo Martin.

15 KING: Um, so are you aware of, uh, the written
16 reprimand that, uh, Mr. Bulver is reading.

17 SPANGLER: I am.

18 KING: And how did you learn that the conduct that
19 underlies that written reprimand?

20 SPANGLER: It was reported to me by faculty member and the
21 department chair, uh, after, uh, after their, uh, actions to,
22 to, uh, interrupt the offer.

23 KING: And can you, can you describe the conduct, what
24 you just referred to as the offer?

25 SPANGLER: Yes. The, we have, we have the emails to

1 represent this. Uh, an offer was made to Las Vegas Metro
2 Police, uh, to, uh, prepare essentially offering our, our
3 grown parts of our grown fleet to Metro for their particular
4 use. Whether it was training on that or, or active use, I
5 don't know. But that, that equipment is part of the inventory
6 of the, of the department and the school. And, uh, that offer,
7 unfortunately, was accepted, uh, and then interrupted by the
8 faculty.

9 KING: And who would, who would ha who in the, in the
10 program or at the school, would have the authority to make
11 such an offer?

12 SPANGLER: That would have to come from one of the
13 professionals, uh, with, with an administrative
14 responsibility. The program director could recommend it, but
15 the approvals need to be from either department chair or from
16 me.

17 KING: Okay. Thank you. Um, could you, could you tell
18 us a little bit more about the equipment, um, how you, how the
19 hands then obtained the equipment and, um, uh, the expense of
20 the equipment?

21 SPANGLER: The equipment is, uh, is, uh, drone, drone
22 unmanned aviation equipment used in the engineering tech, uh,
23 program, uh, particularly to, uh, instruct the, uh,
24 electronics and autonomous operations of, of those vehicles.
25 This equipment was purchased with both state and federal

1 funding, federal being the, uh, Perkins Act funding and is on
2 our inventory, uh, as both state equipment and federally
3 accountable equipment. Uh, it's, uh, its use is governed by
4 not only the state federal regulations, but the FAA
5 regulations on, on where it, when could be flown.

6 KING: And so, if the, the equipment is subject to
7 them, if I understood you correctly, federal FAA regulations
8 and also grant regulation?

9 SPANGLER: Absolutely, yes. The inventory management
10 requirements are established by, uh, by federal regulation.
11 Uh, FAA, uh, FAA monitors the inflight and the operations of
12 the equipment.

13 KING: So, Mr. Mr. Bulver has expressed in, in his
14 presentation of the case that, um, this was during the Covid
15 Pandemic at the beginning of the Covid pandemic. And, uh, the
16 governor had made a call for help. Um, and that's the, the
17 reason that he proffers for making this con, this offer. Um,
18 why is the offer concerning to you? Why is this conduct a
19 concern?

20 SPANGLER: The conduct is a concern because it exceeds the
21 authority of a position of a developmental technician. Uh, the
22 offer needs to be, if, if going to be made, uh, it needs to be
23 vetted properly through the appropriate administrators,
24 inventory control, uh, all, all the relevant parties that have
25 the authority to distribute, uh, any materials on, on our

1 state inventory.

2 KING: So, then the fact that it may or may not have
3 been a good idea is not material.

4 SPANGLER: Not at, not at all. Uh, whether it is ultimate
5 use would've been positive or not. It's not, not really the
6 point of the, of the, uh, reprimand. The point is the people
7 with the appropriate authority need to authorize the
8 distribution of this equipment. It also has a sizable value,
9 commercial value. Uh, our, uh, our inventory costs on this are
10 somewhere around 60 to \$70,000. Uh, so there's not only the,
11 the potential risk for the loss of service of this, but any
12 liability that may have come with the operation. So, all of
13 those need to be properly, uh, accounted for by the
14 appropriate administrative, uh, personnel.

15 KING: And you, you mentioned that there could be
16 liability. Is this a safety concern?

17 SPANGLER: There is indeed a safety concern. We're talking
18 about flight operations and whether it's, uh, flying, uh, in a
19 small control area or a large, uh, populated area, there,
20 there are standards, safety standards that have to be met. And
21 our liability for safe operation, uh, is a reality.

22 KING: Thank you. When, when the school determined
23 that this conduct was concerning and necessitated a written
24 rep, um, why, why do you believe that the concerns ne
25 necessitated a written reprimand?

1 SPANGLER: The written reprimand represents the, uh, the,
2 the step in the progressive discipline policy, uh, procedure,
3 uh, reflective of a history of exceeding or, uh, we have, uh,
4 our records. Uh, the reprimand itself does not reflect past
5 actions, but we do have a history of disregarding of, of, uh,
6 chain of command, uh, exceeding authority, and that that
7 history goes back several years. So, we felt that it was
8 necessary to make this, this statement, uh, as a rep reprimand
9 to ensure that Mr. Bulver, uh, has a grasp on what the class
10 specifications, uh, require of his position.

11 KING: And you, you included documentation in support
12 of the written reprimand that's provided in the employer
13 packet, exhibit B and, and sub components of exhibit B. Um,
14 it, why did you, you, you stated that you, um, included those
15 to show a historical pattern of an ongoing problem. Um, in, in
16 that documentation, uh, I would point you to, uh, committee to
17 exhibit b2. I'm sorry, I've got my back. Everybody up north.
18 Um, exhibit b2, um, uh, an email. Um, and now go ahead. And
19 also give this to you as well. I apologize for the incredibly
20 small talk. Um, but do you recognize that document?

21 SPANGLER: I do.

22 KING: And, and who is that document from and to.

23 SPANGLER: This, this is from, uh, Mr. Bulver to, uh, the
24 department chair Dennis, who was chair at the time of, uh, of
25 this incident.

1 KING: And was there a, was there a response from,
2 from you to this email.

3 SPANGLER: He responds in within the, the reprimand and
4 the other discussions of it, yes. Uh, I responded to Mr.
5 Bulver that his, his choice of language specifically, although
6 I trust you as far as I can throw you, uh, is, uh, has the
7 potential for insubordination since he's talking to his
8 department chair. Who is his at that time, uh, his supervisor.

9 KING: And, and if you take another look at the email
10 in the first paragraph, um, would you consider this email,
11 which for the committee's dated January 3rd, 2020, um, to be
12 an instruction or a setting of expectation that Mr. Bulver
13 knows who his chain of command is and should use it?

14 SPANGLER: Yes. There's a, a line in here. I'm sorry. This
15 is, it's [inaudible] .

16 KING: Sorry. [inaudible]. Give you this copy.

17 SPANGLER: Um, thank you. There is a line in here
18 specifically that I did not respond because I did not wanna
19 get disciplined by Joe for classified staff telling the
20 faculty member what to do. Uh, that pretty well informs that
21 he understands that there is a chain of command and he's
22 electing not to use it.

23 KING: Thank you. Uh, it's CSNs practice, uh, to
24 always try to resolve a grievance and an employee concern. Uh,
25 can you share with the committee what attempts you made to try

1 and resolve this grievance with Mr. Bulver?

2 SPANGLER: We had, we had discussions. Uh, they were
3 essentially met with, uh, implacability that is, uh, complete
4 reluctance to, to address the behavior to, and to admit that
5 there was a problem that could be resolved.

6 KING: Thank you. Um, is there anything else that you
7 would like to tell the committee in support of the
8 disciplinary action that the school issued?

9 SPANGLER: Well, as I said, this is, this is a, uh, this
10 is an effort to call Mr. Bulver's attention to the, the
11 operational requirements o of our programs, uh, and make sure
12 that the people with the responsibility for the program that
13 is the professional subject matter expert faculty, the
14 department, the program directors and department chairs are
15 the proper people consulted, uh, for decision making, uh, for
16 the program. There's, uh, there is a, a leadership structure
17 built on the both academic and, uh, and professional
18 credentials of these people. And they need to be dependent on.
19 Uh, his, his not only dis is disregard for a chain of command,
20 uh, also represented in this particular case, uh, involving an
21 outside entity, an outside agency, as well as the distribution
22 of inventory equipment that was not within his authority to,
23 to, uh, to do. And it was important that we, we, we held Mr.
24 Bulver learn that this is not within his purview.

25 KING: So even if it was a conditional offer, it still

1 needed to be run up through exchange order.

2 SPANGLER: It did indeed, before making the offer and
3 before having an acceptance and having the faculty have to
4 step in to descend that offer.

5 KING: And, you know, we've got, um, you know, legal,
6 there's a legal sense of, you know, when we talk about, about
7 offers receiving the offer, would it have mattered if Metro
8 didn't even respond?

9 SPANGLER: Indeed not. Uh, such an offer needed to be made
10 by somebody with the authority to do so. And with the
11 concurrence of all the entities at the college that have a
12 stake in this inventory control, uh, legal counsel, uh,
13 liability concerns, things like that, safety concerns, all
14 those need to be included before such an offer would be made.

15 KING: All right. Thank you. I have no further
16 questions for Dean Spangler.

17 BULVER: I have, uh, one question for, uh, you stated
18 that I have had num you had numerous conversations with me.
19 Can you, um, say when those happened and what was discussed
20 during those discussions?

21 SPANGLER: Numerous conversations that I've had. The
22 conversations were with your supervisors, Mr. Mr. Miller, and
23 with, uh, your department chairs. Those were the numerous
24 conversations over the years. We do have, however, several
25 letters of instruction dating back to 2010, uh, concerning

1 your behavior in, in terms of exceeding your authority in your
2 position.

3 BULVER: So, I'm supposed to be talking to Dennis
4 [inaudible] about, uh, when he this, or he had numerous
5 discussions with me.

6 SPANGLER: I have no idea who you think you need to speak
7 with, but I, I, I can't, I can tell you that, that the, the
8 people in your chain of command, your supervisor for many
9 years, Mr. Miller, and your, your supervising department
10 chair, Mr. Suman, would be the right people to talk to.

11 BULVER: I don't mean to, to insult the court or go
12 outside the rules here, um, but, uh, it's kind of strange for
13 me that, uh, Dr. Spangler said he had numerous conversations
14 with me, and yet he cannot, um, give me any dates or what was
15 discussed during those, uh, conversation. Then he kind of
16 throws it back to Mr. Miller, who is not a witness in this
17 grievance, and even Dennis Soukup, who isn't a witness in this
18 grievance either. Um, I think that's just the statement. I'm,
19 I'm finishing, uh, finished with questioning him. Thank you.

20 KING: And if I could Chair, I'd like to offer a
21 statement, um, on behalf of Dennis Soukup. Um, he was, when I
22 advised him of the notice of hearing, he was unable to attend
23 that he is on business travel at the time, we could not have
24 him available. Um, I, I did not request another continuance of
25 the matter, because I believe that everything in the

1 employer's packet supports, uh, for purposes of authentication
2 or any other purpose, supports the written reprimand, and that
3 we can present the employer's case without him.

4 CHAIR: Okay. Well, Todd, what do you think of that
5 submission? Would it be okay to take it or give me some
6 guidance on this?

7 WEISS: I, I, I, maybe I misunderstood. I don't think
8 she was trying to offer a.

9 KING: No, no, I was, I was just letting you know why
10 Mr. Soukup was unavailable today.

11 CHAIR: Got it. Okay.

12 KING: Thank you.

13 CHAIR: I understood. Sorry about that. I'm new.

14 THOMPSON: Chair, I, I have a question for Dean Spangler.

15 CHAIR: Go ahead and ask.

16 THOMPSON: Um, good morning.

17 CHAIR: [inaudible] for the record.

18 THOMPSON: Sherri Thompson, for the record, do you think
19 the email that, um, Mr. Miller sent was given authorization?
20 Because he says in here, if you think this is a good idea, I
21 will copy this to management for approval.

22 SPANGLER: The, the issue here is s an offer or a
23 discussion coming from a technician without first validating
24 that offer with, uh, his leadership is inappropriate. Uh,
25 it's, it's, it's setting an offer. It's making an expectation.

1 Uh, the faculty then had to intervene and interrupt this
2 process by then, uh, making contacts and, and rescinding an
3 offer that should never have been presented in the first
4 place. So, the issue here is really sequence. At what point do
5 we authorize somebody to make such an offer to an agency
6 outside of our control?

7 THOMPSON: And, and I get that, but you, you made this
8 statement that he exceeded authority.

9 SPANGLE: Yes.

10 THMPSON: And, and I don't necessarily see where he was
11 given authority to Metro to use it.

12 SPANGLER: The offer.

13 THOMPSON: This is a suggestion.

14 SPANGLER: The offer occurs earlier in that email where he
15 is in, how can we set this up, up? It's not his purview to
16 even make that offer, to make that contact. That's, that's
17 left for the professionals, the subject matter experts, the
18 professionals under leadership.

19 UNK: Okay.

20 SPANGLER: Uh, not everybody can, can necessarily take,
21 uh, take command as, as an agent of the institution without
22 the proper authorization.

23 THOMPSON: Thank you.

24 KING: So, if I could just ask one more clarifying
25 question. Was Mr. Bulver authorized to make the offer?

1 SPANGLER: No.

2 CHAIR: Okay. Frank, I have a question for you as well.
3 Um, I am a little bit disturbed by seeing layers of
4 instruction that go back to 2010, although they do, uh, I can
5 see you using them as evidence, but, uh, letter of
6 instruction, as I understand it, it's meant to be an
7 instructional tool. And I, as I understood it, letter of
8 instruction are supposed to be removed from your file after a
9 year. That doesn't look like it was done in this case. Can you
10 speak to why that might be?

11 SPANGLER: The, the letter of instruction was not part of,
12 uh, Mr. Bulver's personnel files. I can leave the, the
13 distribution of that to, to others. Uh, these were not
14 included as components to the written reprimand. They were
15 simply shown a pattern of behavior that has, that had
16 occurred, and that is in that pattern being influential in the
17 selection of a written reprimand, uh, in the progressive
18 discipline process.

19 CHAIR: Okay. Does anybody else have any questions for
20 this witness?

21 UNK: No.

22 CHAR: Okay. Looks like you can be dismissed, Dr.
23 Spangler. Thank you for your [inaudible] today.

24 KING: All right. Next witness is Dr. Armon Asurion.
25 Good morning, Dr. Asurion. Could you please for the record,

1 state your name and title?

2 ASURION: Name is Dr. Arvin Asurion, I am the Director of
3 the Office of Institutional Equity and also the employee
4 relations.

5 KING: And in your role as the, um, Employee Relations
6 Director, did you facilitate Mr. Bulver's disciplinary
7 process?

8 ASURION: Yes.

9 KING: Um, ultimately, as we know, this disciplinary
10 process resulted in a written reprimand. Um, Mr. Bulver has
11 questioned why there was an issuance of an HR 32 notice of
12 investigation. Could you explain why?

13 ASURION: Um, at the beginning of the process, there was
14 question as to whether or not there was an actual transfer of,
15 um, material to the police department. If that was the case,
16 there would be, um, a violation of the NRS. So, to make sure
17 that his rights were fully granted to him, uh, in the case it
18 should escalate to something like that, we decided to provide
19 him with the, uh, HR 32.

20 KING: Okay. So, then what It would follow that, if
21 you had known at the beginning that this would just be a
22 written reprimand, you wouldn't have needed to issue the HR
23 32.

24 ASURION: Correct. Um, you, you've been present in the
25 room today, and you heard me offer a, a statement, um, from

1 the appointing authority at the time of the grievance, um, Dr.
2 Marco Martin, um, Mr. Bull's questioned the fact that, that
3 his written reprimand was not signed by her. We've had a
4 statement here today from her, um, that she, uh, as a, as an
5 oversight, did not sign, was not presented with the document,
6 but did consent and approve. Uh, can you confirm that?

7 ASURION: Yes.

8 KING: And what, what is it, what is it in your
9 knowledge that it allows you to confirm?

10 ASURION: Uh, she was notified of, uh, right, right from
11 the beginning of the intent to issue the HR 32 and to begin
12 this investigation. So, from the very start, I guess that's
13 before the very start, uh, she was aware of that.

14 KING: Mm-hmm. <affirmative>. And do you have any idea
15 or knowledge with respect to how it might have been an
16 oversight that that final document wasn't presented to her?

17 ASURION: I can, I can put in a little bit of context
18 that we were, um, we were no longer working in our offices,
19 we're newly sent to our home still. Um, and I'm working this
20 on my cell phone while in my master bathroom, because that's
21 the place to work. So, I mean, it, we were in an unusual
22 situation. I'm certain it was an oversight at that point.

23 KING: And as the, uh, director of employee relations,
24 um, does the College of Southern Nevada utilize the entry,
25 prohibitions and penalties for its disciplinary proceedings?

1 ASURION: Yes.

2 KING: Thank you. I have no further questions for Dr.
3 Asurion.

4 BULVER: I have no further questions.

5 CHAIR: Okay. The witness is dismissed. Thank you for
6 your testimony, sir.

7 KING: And our next witness is Dr. Bill Dial. Dr.
8 Dial, good morning. Could you state your name and title for
9 the record?

10 DAIL: Uh, yes, ma'am. Dr. Bill Dial, Chief Human
11 Resources Officer, Southern Nevada. Good morning.

12 UNK: Good morning.

13 KING: Uh, did you have any involvement in Mr.
14 Bulver's disciplinary process?

15 DAIL: Yes. An ancillary, uh, role in this, uh, based
16 on conversations, uh, that I received from Ms. Lake,
17 representative.

18 KING: And what was, why was Ms. Lake communicating
19 with you?

20 DAIL: There was concern. I, I think in, in the
21 initial employee interview, that Mr. Bulver did not believe he
22 had had a chance to present his full, um, uh, I suppose
23 perspective and recollections of the incidents in question.

24 KING: Okay. And did you do anything to remedy that
25 concern?

1 DAIL: I absolutely did. Uh, it's important to me when
2 we have serious allegations, uh, brought that, uh, as Mr.
3 Bulver had stated, know the rules of employment, did you do
4 it? That in an investigation, uh, that a responding party has
5 every opportunity to give a full account for their
6 recollection and their perspective. And I thought affording
7 him that opportunity was the equitable thing, uh, and the
8 equitable action to take.

9 KING: So, you did afford that opportunity?

10 DIAL: Yes, ma'am.

11 KING: And after doing so, did you receive any further
12 communications from Ms. Lake regarding the concerns?

13 DAIL: Not that I recall.

14 KING: Um, is there anything further that you would
15 like to tell this committee in support of the CSNs
16 disciplinary action?

17 DAIL: I feel the disciplinary action, uh, uh, was
18 appropriate. Um, as we went through, uh, process, I feel the
19 responding party was given full opportunity to give their
20 perspective. Um, and as Mr. Bulver said of, did you do it or
21 did the punishment fit the crime? That, that the written
22 reprimand was appropriate due to the seriousness, uh, of the
23 allegations and what was found as course of the, of the
24 investigation results. So yes, I was very, uh, okay on this
25 proceeded.

1 KING: Um, thank you, Dr. Dial. I have no further
2 questions. Thank you.

3 BULVER: Um, I have, uh, I'll start off with one
4 question. Um, you said you responded to my, to the, to the,
5 uh, union's, um, letter. Uh, what was the outcome of that? I
6 mean, um, according to, uh, documentation in my package, um,
7 you said that you were gonna send me, uh, questions that I
8 could answer and, uh, give my point of view. Um, but that
9 never happened, did it?

10 DAIL: I can't recall at this point in time.

11 THOMSON: Chair, sorry, Thompson, for the record, what
12 document are you referring to?

13 BULVER: Um, I think it's number.

14 THOMPSON: 10.

15 BULVER: Huh?

16 THOMPSON: 10, maybe?

17 BULVER: 10. Well, there it goes. Um, I'm sorry. Yes.
18 Number stent 10 states that on the top, Dr. Dial accepts the
19 opportunity to provide any additional quick, any, any
20 additional detailed responses to your questions by close of
21 business Monday the fourth. Um, then we go to number 11. When
22 Wednesday, I send Dr. Dial an email saying, uh, or, yeah, on
23 Wednesday, I sent I, on Monday, I sent him an email saying,
24 Dr. Dial, I know you're busy. Just wanted to make sure I did
25 not miss anything or impede the, uh, investigation. Then the

1 next response from Dr. Dial is, uh, Paul, thank you for your
2 email. You need to work with Dr. Asurion in regard of this
3 question. So, uh, did, did I get an opportunity to provide
4 initial detailed responses questions?

5 DAIL: Yes. Is that, is that question to me, Paul?

6 BULVER: Um, yes.

7 DAIL: I answered you twice. Did, did, uh, did you
8 keep my instruction to contact Dr. Asurion?

9 BULVR: Uh, yes, I believe I did. Which is probably
10 number 12.

11 DAIL: I think your original question to me, did, did
12 I afford you? And I, I forgot your original question.

13 BULVER: The opportunity to provide additional
14 information about the question?

15 DAIL: Yes. I, I, I instructed you to Dr. Asurion, so
16 I don't know that he that point, it would've been my role to
17 have answered questions from you and I directed you to Dr.
18 Asurion.

19 BULVER: I'm sorry, to, to, to ask the chair if he can
20 bring back, um, Mr. Asurion, so we can ask him about, um, if I
21 have the opportunity to, um, resolve the Union Union letter.

22 KING: I'll object to the request. Dr. Asurion has
23 been dismissed from this proceeding and was unavailable, and
24 he had, he had his opportunity notice and opportunity to
25 question him.

1 CHAIR: I think, I think we understand your argument,
2 and we probably make a decision without further testimony from
3 Dr. Asurion.

4 BULER: I have no further questions.

5 KING: I have no further witnesses. Thank you, Dr.
6 Dail.

7 DAIL: Thank you.

8 CHAIR: Mr. Bulver, are you ready to do your close?

9 Bulver: Um, um, um, I hate to keep on repeating the,
10 uh, pounding the same thing over and over again. Um, but
11 there's a lot of people telling me that I've been counseled
12 and disciplined for the past 10 years, and yet nobody's coming
13 up with any details about when they did it and what they
14 talked about. I, I don't believe that, um, emails that are
15 directives are considered counseling. Um, maybe I'm wrong. I
16 don't know. Um, I think the, the main thing that I want to
17 state again, is that, um, this was, although it's been stated
18 numerous times that I had to go through the chain of command
19 and I wasn't authorized to do this, um, I would still wanna
20 bring out the fact that this was a covid related event that I,
21 at, at the request of the Governor of Nevada, I was supposed
22 to contact the organization to see if they wanted that
23 equipment. And that's what I did. Um, if you note it said prep
24 and stage, it didn't say authorized use. Um, it's if, if you,
25 I don't mean to, uh, delay the court, but if you go back and

1 look at the incident response handbook basically states that,
2 um, if the incidents is high enough, um, the organizations
3 like Metro doesn't really need any authorization to take state
4 equipment. Let's say that we had an earthquake and Mr. or
5 Officer Cup needed UAVs, M210s, which is a UAV, he would go to
6 his resource manager and that resource manager would go up and
7 see that the UAVs at the College of south, College of Southern
8 Nevada is on a state list, um, that's maintained by the
9 Department of Emergency Services. That emergency manager would
10 basically say, I need M210s. You'd go to the, uh, college and
11 say, here's your receipt. There is no real authorization that
12 Metro needed when an emergency situation happened. And that is
13 why my email stated to stage and prep. I did not give him
14 authorization to use it like that was resent that was
15 represented here in this meeting. I, I'm closed. I'm done.
16 Thank you.

17 CHAIR: Thank you. Ms. King.

18 KING: Thank you. Um, we have no evidence on the
19 record today that Governor Sisolak contacted Mr. Bulver and
20 asked him to do anything. Um, COVID 19, quite frankly, has no
21 nexus to the use of CSNs drones. And Mr. Bulver has provided a
22 description for us of what the Las Vegas Metropolitan Police
23 Department would've needed to do if they had a need. No need
24 was ever expressed to the College of Southern Nevada. Um, I
25 can appreciate, and I, and I think that there's room for of

1 appreciation of, of Mr. Bulver's altruistic motives. Um, but
2 when we come down to it, um, the written reprimand is
3 supported by the underlying conduct. It's in accordance with
4 the NAC that I cited in the opening, which allows for a more
5 severe initial action when warranted. And also, the NG
6 prohibition and penalties, which govern the discipline. Um,
7 and I'll point you to those. I think it's probably easiest to
8 find them in the pre-hearing statement at page five. Oh,
9 excuse me. It's not the easiest to find them there cause
10 they're not there. You'll find them at B four, and I'll take
11 that back, it's B five. So, B five is the document of NG's
12 probation and penalties, and it's Bates number CSN 26. The
13 charges were specifically for violations of B2, failure to
14 meet work performance standard, G2 insubordination, refusal to
15 comply with order or instruction from a supervisor and G5,
16 acting in an official capacity without authorization, all of
17 which permit a range of discipline from warning to termination
18 for a first offense. Um, so if you, if you look at, um, if
19 you're, if you're looking at the, the conduct and you
20 disregard everything that was attached to the written, uh,
21 reprimand, we've had a lot of talk about are the lo can lois
22 be used as an email co coaching as an email discipline? You
23 heard things Dean Spangler submit that, that was to give a
24 historical outlay and to assist the employee and understanding
25 there's a history of a problem that we need to correct. We

1 don't even need to count on those. We don't need to use them
2 as steps to anything to get to a written reprimand in
3 accordance with the entry, uh, pen prohibitions and penalties.
4 Um, CSN has a compelling need for this committee to deny the
5 grievance. Um, CSN needs to express the seriousness of its
6 expectations. And the January 20th email was setting an
7 expectation. The Dean said, you know who your chain of command
8 is, and you need to use it. But yet, two months later, we have
9 an employee who said, nope, I don't, and without the authority
10 made an offer. And I think that's a key distinction. He didn't
11 have the authority to make the offer. And you'll find that
12 email again at Exhibit B. CSN believes that it is very
13 important that employees contribute their ideas at work. And
14 I, as I've mentioned, there's room for appreciation of Mr.
15 Bulver's mo, altruistic motives, but we also have the
16 historical documentation that counters that illustrating to
17 this committee that there has been a pattern of conduct that
18 we have a need to correct. Mr. Bulver's grievance is comprised
19 merely of deflection and excuses, and the written reprimand
20 should stand. Um, despite the, uh, the bottom line here is
21 that, uh, he was acting, Mr. Buber was acting in his official
22 capacity, not as a citizen of the state of Nevada, but in his
23 official capacity as an employee of UNLV when he offered his
24 employees property without asking for permission. And he knew,
25 and we can see that in exhibit, uh, um, b, that he needed to

1 go to his supervisors first. And I think that that's it. I
2 think that on behalf of CSN, I wanna thank you committee chair
3 Dupree and committee members for your patience, time, and
4 consideration.

5 CHAIR: Thank you. If that is the committee ready to
6 deliberate? Anybody? Hello?

7 UKN: <laugh>.

8 CHAIR: Sherri?

9 THOMPSON: Hold on.

10 UNK: <laugh>.

11 CHAIR: Okay, go ahead.

12 GEYER: So, um, I have a couple of concerns about the.
13 Oh, sorry, Sandie Geyer for the record. Um, I have a couple of
14 concerns with the agency continually bringing up the letters
15 of instruction, especially since they were from, uh, 10 years
16 ago, uh, initially. And, um, so letters of instruction are
17 just that, they are letters of instruction. They are to be
18 removed from an employee's file one year after it has been
19 given. And it appears that this seems to be some, the basis as
20 to why the written reprimand was issued. And I think that when
21 you are addressing an employee with an issue, if you are
22 including those words of instruction, if it probably would've
23 been a better disciplinary path to have done an oral warning
24 or a written warning prior to that written to the written
25 reprimand, if you wanted to include that as supporting

1 documentation or behavior for this employee. Um, as we, as, as
2 we all know, letters of instruction are, or that they are to
3 help guide and correct any behavior or lack of training or
4 information or whatever might be the substance of the letter.
5 But I don't believe that it should have been used in this
6 instance as supporting for this written reprimand. I think
7 that the agency would've been better off providing something
8 that was more in a disciplinary, uh, direction, but not a
9 letter of, uh, instruction.

10 CHAIR: Uh, this is Chair Dupree for the record. I also
11 share, uh, a lot of those concerns. I am not comfortable with
12 the idea of, well, we didn't use these letters of reprimand,
13 but we decided to make this a, um, uh, take this a little, but
14 it did. But here it is evidence. Ouch. Um, I don't like that.
15 Uh, I think that they could have used a different, maybe a
16 little, maybe a letter of instruction or an oral warning or
17 something before we enter this. Uh, I, I'm not comfortable
18 with that part of it, and it's, I'm gonna leave it there.

19 LEATHERS: Uh, chair Christina Leathers for the record.
20 Um, while I understand both what you and Ms. Geyer are
21 stating, um, I believe that, um, based on the employer's
22 evidence that they were using it to show as a history of
23 behavior and challenges with the employee and their repeated,
24 um, need to coach this individual, um, I don't see any reason
25 why it couldn't be used as evidence when ultimately the act of

1 the employee was sufficient enough to warrant the written
2 reprimand. And so that's, that's my opinion on this matter.

3 CHAIR: Okay.

4 THOMPSON: Thompson. Thompson for the record. Um, I agree
5 with, uh, chair and Geyer. I don't think there is supporting
6 documentation to substantiate he had prior letters of
7 instruction or warning guidance. What, whatever. Um, so to me,
8 this seems like an isolated incident based on the evidence in
9 the file.

10 CHAIR: Yeah. Um, okay. Sounds like we've all had a
11 chance to, uh, air our opinions. Is anybody, uh, and we move
12 to craft a motion and, and anything like that?

13 LEATHERS: Chair, uh, Christina Leathers for the record.
14 Um, I motion recommend the denial of the grievance on the
15 basis. Mr. Bulver, Bulver exceeded his level of authority and
16 failed to obtain proper approval prior to extending an offer
17 of youth of CSM equipment.

18 GEYER: Sandie Geyer for the record, I'll second that
19 motion.

20 CHAIR: Okay. Are we ready for a vote on that motion?
21 Okay. I'll start the voting. I vote no on the motion.

22 UNK: I vote yes on the motion.

23 UNK: Yes.

24 UNK: No.

25 WEISS: Chair, when there's a, uh, two, two tie,

1 because the grievance has the burden, uh, has the
2 responsibility to establish the burden, there's a two, two tie
3 with the voting members grievances to be denied.

4 CHAIR: Okay.

5 WEISS: Yes.

6 CHAIR: So, let's that one. Sorry about that,
7 everybody. I mean, thank you everybody for coming in here and
8 doing what they did today. I know it's hard and I know we all
9 keep in mind that we're really working with the same people
10 tomorrow. So hopefully nobody, uh, got bring fingers around
11 here. Uh, with that, uh, I'm gonna ask it about 10:29, and I'm
12 gonna ask that we take about a 10-minute break. Everybody
13 adjourn to be, and everybody be back by about 10:45.

14 UNK: Thank you.

15 CHAIR: Okay, let's get the show on the road. I call
16 this meeting back [inaudible]. That now brings us to the
17 matter of, uh, Karen Jones, if she's present.

18 UNK: Yes, Chair, Mrs. Jones is here.

19 CHAIR: Okay. Mrs. Jones, if you wanna do your opening
20 statement and then, uh, the state can do its opening
21 statement.

22 UNK: Chair, why don't we get everyone sworn in
23 first.

24 CHAIR: Okay.

25 UNK: <laugh>.

1 CHAIR: Oh, yeah. Um, Mrs. Jones, raise your right
2 hand, you promise to tell the truth and, uh, not waste
3 anyone's time today?

4 JONES: Yes.

5 CHAIR: Cool.

6 MR. JONES: So, I'm actually speaking for her.

7 UNK: Okay. So, uh, please, uh, state your name.

8 MR. JONES: My name is John Jones. I'm Karen's wife,
9 husband, or wife, <laugh>. You know.

10 MULTIPLE: <laugh>.

11 CHAIR: How about this? Any witnesses in this matter
12 raise their right hands? Do you all affirm to tell the truth
13 and not waste your time?

14 UNK: Yes.

15 CHAIR: Okay. That's a yes.

16 UNK: Yes.

17 CHAIR: Yay. All right. That's done. Mrs. Jones your
18 up.

19 MR. JONES: Yes, <laugh>. Um, so the grievance before
20 you is about equ, equably applied, uh, NAC284.580. Uh, we
21 believe that there were 40 employees that, you know, the
22 athletics that were singled out to take a 45% pay cut for one,
23 uh, savings of 1.2 million. Uh, there's plentiful of evidence
24 that the mismanagement of the funds at UOV athletics at the
25 extreme burden 40 employees placed, were placed on 40

1 employees was un fair, was not fair. So, when we read the
2 code, it actually calls into classification. But
3 classification is the process of placing, placing positions
4 into classes, which then have class subclasses. So, if we were
5 to follow the path of classification to a class, then, and my,
6 and Karen's point would be she's a two point [inaudible],
7 right? So, it would be all of the twos that were affected
8 equitably. And since there was 40 people, then their classes
9 would also would've had been affected effectively. But that is
10 not the case. Uh, there's some admin fours that were not
11 affected. So, they, the selection of the people, if it's a
12 process, is considered a classification, which were events and
13 travel related. But then during the formal grievance process,
14 that classification was changed to be more of a title
15 position. So, we know by the definitions inside the NAC, but
16 title position is not the same as classification as client.
17 So, the, there's a confusion in how this word was used in this
18 code specifically, and how it was not equitably applied. So,
19 this is the only thing they could have done to prevent class
20 full-time, permanent classified employees from exercising
21 their seniority. This is because 80 to 90% of all employees
22 are considered professionals with yearly contracts that renew
23 every July 30th from July 1st. And so, in that case, if you
24 start to lay off employees, then those people must be
25 eliminated before full-time permanent classified employees.

1 But that didn't happen. They didn't want this to happen. So,
2 they found 2845E, which from what we can understand, has only
3 been implemented once and it was implemented, we believe, at
4 UNR. But personnel matters. We can't give any records to say
5 who and where it was implemented. So, but just guess, uh,
6 there were some layoffs in UNR, but those would have been,
7 those people would've been able to bump other employees in
8 meeting based on the seniority, but that right was not given
9 to any of these employees. So, they say they couldn't do this
10 unilaterally across the board to share equitably, but then
11 they go and did it anyway, right? So, all these professional
12 employees say we can't cut their wages without giving 'em 60
13 days' notice. Well, 17 of the 40 effective people were
14 professional employees that have new contracts drawn up. So,
15 in Karen's case, those are temporary employees, and all of the
16 professional staff are profe, are temporary employees. So,
17 you, you couldn't, you can't say that they couldn't do it, but
18 they said they couldn't. I mean, they state that this isn't
19 grievable, but then we went through the process and we're all
20 the way here. So obviously that was incorrect. We were told
21 three times that that was, this was not grievable by HR, by
22 Mike Newcomb, by Desiree Re Francois, which is not here
23 presently. And she's the final decision maker, maker, but she
24 is no longer an employee. So, uh, there's, so, yeah, it's kind
25 of, I don't know if the, if the other side's not here, how do

1 we resolve, you know, that then there's this unequitable
2 effect that I don't know how many people can live on 45, 55%
3 of their salaries, but not very many. I'm guessing, you know,
4 that's a hard burden. But 5%, most of us have lived through a
5 5% cut, but 80 to 90% of you, of [inaudible] employees have
6 never taken a pay cut before, never done a furloughed pay
7 before, because they're, there were no rules [inaudible] that
8 allowed it. And they, they follow the rules as they see fit.
9 So, you know, they, uh, a few other things that they do is
10 they always refer classified employees to the purview of the
11 state legislature. Well, those are the rules that we're
12 following. And see, NRS and legislatures total days
13 unilaterally, cut 40 people by 45%, and this was so they could
14 keep their health insurance, which wasn't discounted. So, the
15 same amount of money comes out of your check every month, but
16 you only get 45, 55% of your pay, and then you get six
17 furlough days on top of that. So, equably, no. I mean, if we
18 think about three events and events at Thomas and Matt support
19 the athletics programs based on the revenue generated at
20 Thomas and Matt, you know, we athletics, none of their sports
21 are profitable and guess can sustain themselves, without the
22 help of Thomas and Matt and sampling state there would the
23 athletic department's decision to close sampling state and
24 move to Allegiant Stadium. The cost of playing a football game
25 at Alleg, at Allegiant Stadium is \$250,000 a game without

1 fans. It goes up when you include fans. So, they spent a
2 million dollars on four games, they needed to save 1.2
3 million. So, budget-wise, and management-wise, they have, it's
4 hard to believe that they didn't know in advance, and they
5 couldn't have made changes in other places to continue to keep
6 their full-time employees whole through this pandemic. I know
7 that you're gonna say that we tried everything. This is the
8 only thing we could do. We didn't want to lay people off
9 because this is the only thing we can do. But the laid, that
10 layoff gave, gave would've given seniority to some people.
11 They continue to have part-time student workers employed,
12 doing work that an admin three could easily have done, but
13 they chose not to do that. Uh, during, you know, when the
14 pandemic first started, they eliminated no students on campus,
15 no coaching, no nothing. Everything was remote learning and
16 that, that right there, but no, no, nobody else was affected.
17 Just 40 people just randomly selected. They can say, but these
18 event people are the ones that make the events happen that
19 generate the revenue for the sport. Yet they're the ones that
20 are cut, not, not the sport athlete, the coaches, not the 16
21 football coaches that have no students and no athletes to
22 train. They're not that. So, I'm not sure what 16 football
23 coaches did. I don't know what five basketball coaches did,
24 but I equitably, this was not done correctly. Poor management
25 is not Karen's fault. Uh, the, uh, the whole process was bad.

1 I remember the day that they had the Zoom call, and her and
2 her coworker got on a phone call, said, wasn't us. They didn't
3 say in the entire meeting that the people on this call or the
4 affected employees. Those, they were under the impression this
5 was all staff call, but it wasn't, it was the affected
6 employees. And she missed an email that said she was one of
7 the affected, but they, for two weeks, no three weeks, there
8 was this, uh, there was a sigh of relief that, you know, she
9 wasn't one of them. But then the letter came, the email came
10 at was 5:45 PM on a Friday night, after work hours. Nothing
11 can be done until Monday. Yeah, it's, it is, I I still see how
12 you, this code can be used equitably. There is still a fiscal
13 emergency. This can still affect any employee for classified
14 employee anywhere in the state as the whim of a director.
15 Without proof and without backup, none. You know, there's a
16 lot of assumptions that hey, there's a pandemic, there's a
17 loss of revenues, there's shortfalls, but there are shortfalls
18 all over the state. Yet, nobody else in the state have this
19 problem. Yet, nobody at UNLV other than 40 people at athletics
20 have this problem. There was overtime being paid at UNLV
21 throughout the pandemic. There were assumptions that Karen
22 only does travel, but that's not true. She does an admin three
23 does way more than just one pigeonhole task. As we saw in
24 March when they, when business affairs at UNLV offered
25 additional work, those effective employees' term, the new

1 system reconciled of all things over time at UNLV. So where is
2 this fiscal emergency in this black, this budget crunch that
3 athletics claims that they had. I mean, the gov, the final
4 budget numbers was almost 20% cut. But Niche came up with 5%
5 out of reserve to limit the amount that had to be passed down
6 to the institutions. And all the institutions, including UNLV
7 athletics, said they would take, take 12 [inaudible], they
8 were professionals, but they didn't. Why would you offer it if
9 you knew you couldn't do it? So, the, these numbers don't make
10 any sense in the packet, there is documentation that's pretty
11 much shows it, you know, theses professional, you only
12 athletics professional salaries increased by 1.4 million. At
13 the same time, they're cutting people by 45%. How's that make
14 sense? How's that equal? We, they, they claim that this is all
15 about the student athletes. Student athletes don't come to,
16 you know [inaudible], just to play sports. They come here to
17 get an education. That is their number one goal. That is the
18 number one goal of the athletics program is to make sure
19 athletes graduate, not to play, not to win, but to graduate.
20 They don't lose their scholarship ever. If they don't make the
21 team. Once they're offered a scholarship, they get the
22 scholarship until they graduate. So other schools in the
23 Mountain, West conference eliminated programs. There's one
24 school that closed their entire athletic department for
25 including athletic director taking weeks at a time. So, they

1 all participated in the budget cuts at Utah State, at UNLV 40
2 people. So, I, not beat up on UNLV football's pool record, but
3 they could have forfeited the entire season with the same
4 results that they got by point and spending 2 million to play
5 at Allegiance Stadium to fly the entire football team to
6 Hawaii. Maybe that was the cheapest flight they ever took to
7 Hawaii. But again, where is the fiscal extension if you're
8 spending money like that? I, I, and being equitably applied,
9 who besides, 40 people paid the price? Nobody. So, they, they
10 created the new athletic director, created a new department,
11 the NCAA compliance, they started doing their own
12 scholarships. It takes five of them to do the scholarships
13 that Karen did for 15 years by herself. None of them were
14 affected. UNLV athletics has its own HR department, which
15 isn't here. We have UNLV prof, campus HR here. Not even, yeah,
16 she's employee relations for UNLV the campus, not un the
17 athletics. So, this is, there's all, I think one person out of
18 HR was affected. So, but there's nothing happening. But we
19 still need all of these employees. I, I, I find the ability,
20 inability to provide equitability across the court to all of
21 athletics, I mean, it is not Karen that had the fiscal
22 contingency, it was all of athletics. So, all of them should
23 have taken it, some type of cut. And they could have done
24 every one of them [inaudible] based on a new contract renewal
25 date. Here's your new contract with a lower rate, take it or

1 leave it. That's up to them. But there's no guarantee of work
2 in a self-supporting budget. No money, no jobs, no money, no
3 program. Facts, literally how a self-supporting budget's
4 supposed to have handle itself. If you don't get funding, you
5 don't have, you just don't have a, a sport, unfortunately. You
6 know, Boise State eliminated their swimming and diving
7 programs, but all of those athletes had their off still had
8 full ride scholarships at school. There may not have been
9 competition, which is unfortunate, but they still get a full
10 right scholarship at a four-year university. Some of them
11 transferred, some of them stayed. But the number of
12 professional athletes that come from NCA distinction things,
13 it's really low. It's a great, like a great experience, but
14 it's not a required experience, a great selling point if
15 you're a good team. But it's not required. People come to
16 school to learn not to compete. That's not their sole goal.
17 So, I really want to, I don't know how, how I can say it
18 better is that a classification can be the selection of the
19 entire department can't be, it's not a synonym for position.
20 Classification it can be the selection of a class because
21 we're working our way down from what a classification as
22 defined is. But because it hasn't been used, I don't think
23 it's been really gone over in a fact that, hey, this isn't the
24 right word. This isn't the right process and maybe it needs
25 modifying. And that's one of the things we've asked for is

1 that this, the whole modification process, it's like who gets
2 to declare a fiscal state of emergency? Governor does. But the
3 board of Regents is funded by the state legislature as a, as a
4 constitutional entity. So, it doesn't necessarily report to
5 the governor only is supported by the legislature. So, do they
6 have to require, are they required to file a fiscal extend?
7 Because they made it really clear when they passed the ability
8 to provide furloughs to all the staff in November of 2020,
9 that they didn't have to file a, a fiscal extend to do it. So
10 why were they worried about that? Was it that they thought
11 they might have had to file a fiscal contingency in order to
12 cut people's pain? Unless they said specifically, we don't
13 have to do it. But I can tell you right now, as I would never
14 work for you in all the athletic or [inaudible] for that
15 simple fact, they can unilaterally change my pay on a whim.
16 Right now, I wouldn't work for the state of Nevada for the
17 exact same reason. 28458 puts everybody's job at risk. Not
18 just Karen's and 40 positions, but this code itself puts every
19 employee at risk of having their pay cut because the
20 department has a budget cut, which we know is gonna, have,
21 half just happened. Again, everybody took 12%. So did they lay
22 people off just not hire people or they gonna cut their hours
23 and make them take less pay. Professionals, you know, you get
24 contracts every year and you cut the email button and you say,
25 I approve and you're on for another year. But that's not a

1 guarantee. You don't have to, you don't I can offer you a new
2 letter every year with a different price because we know it
3 can go up because they add COLA to it and you cut this, I
4 accept and off it goes. But at the same time, you could lower
5 it because of budget cut. So, I find that alone is enough to
6 show that Karen deserves what her back pay. This didn't have
7 to happen. It wasn't her fault. It was the athletic director's
8 fault. It was the senior management's fault. Uh, I think the
9 formal grievance process that [inaudible] is poor, we thought,
10 and I was on all the calls that Kelly [inaudible], employee
11 relations at UNLB was the neutral facilitator of this
12 grievance process. Not Theresa Danny wasn't on it. That's the
13 HR for, you know, the athletics. She, so we thought, well, she
14 probably put it all together. So, Kelly's a neutral party and
15 that she's, they tried to facilitate this. Well, there was no
16 facilitating. Kelly [inaudible] did the legwork, got the
17 approval, and this is her work product. She was not neutral.
18 And anyway, she explained that they felt really bad. Karen
19 felt really bad too because she got a 45% pay cut and it
20 didn't affect anybody else. I'm not sure Mike took a 45% pay
21 cut because he worked at Thomas and Matt and Advance, but he
22 didn't take a pay cut. I'm sure his pay cut would've done a
23 couple of the employees because he makes way more than she
24 does. She's one of the lowest paid employees there. So, if
25 that, I, I just, she didn't, Kelly didn't come clean with us

1 and say, hey, I did this, I did the legwork. I found out the
2 code. I asked for permission, I did it. This is my work. Yes,
3 I'm sure the executives and you know, the athletics approved
4 it and told her this is my option. But that was it. You
5 present options to the people, they accept them, or they don't
6 accept them. But when you're trying to facilitate to come
7 together and solve a problem, you need her to come over and
8 say, hey, I did this. I shouldn't be part of this. But she
9 was, I thought she was, I honestly got thought she was a
10 neutral party. I honestly did employee relations from UNLB,
11 not UNLB athletics, but UNLB facilitating a formal grievance
12 process. That that is what I believe. That's what Karen
13 believes. But that's not true. We should have had somebody
14 else, uh, at no time has anybody offered to solve a problem,
15 solve the grievance. They say, well, it is what it's, but
16 that's not true. Some of the people that they had put on the
17 layoff working on full-time now, they were, they were put back
18 on, they took a [inaudible] list. So obviously it wasn't that
19 big of a fiscal emergency that they had to keep all of those
20 people, just these four. And they, a lot of it is Thomas and
21 [inaudible] and Sam Boy Stadium and they say in the letter,
22 because Sam Boy Stadium closed. Well, that's not Karen's
23 fault. She didn't make the decision, you know, if the
24 athletics executives made the decision. That's poor
25 management. I, I, I'm a businessman. I know when this happens,

1 right? So, every business I've ever worked at, every business
2 I've ever owned, the first people we get rid of are temporary
3 employees.

4 CHAIR: Okay, sir?

5 MR. JONES: Yes, sir.

6 CHAIR: Understand your points here. This is way beyond
7 an opening statement here. So, we kind of get the gist of what
8 your case is gonna be, but, um, you need to wrap it up.

9 MR. JONES: Right. So anyways, I get. That's fine. I'm
10 good enough for opening statement. I think you get the gist of
11 on equitable application of this code to, you know, the
12 athletics and when they say they can't do it and then they did
13 it. That just shows that it was a selected, the few selected
14 were I believe target and that I'm, I'm done.

15 CHAIR: Okay. Does that conclude your statement, sir?

16 MR. JONES: Yes, sir.

17 CHAIR: Okay. Uh, state wanna present its opening.

18 SHARODO: Um, thank you. Uh, good morning. And I just
19 wanna thank the committee for hearing this matter today. My
20 name is Kelly Sharodo and I'm the former director of employee
21 relations and I've been identified as the human resource and
22 University representative for this grievance hearing. Mr. Mike
23 Newcomb to my left executive director of Thomas and Matt Sam
24 Boyd Stadium. And Cox Pavilion is also representing
25 Intercollegiate Athletics as at UNLV with me. Um, with respect

1 to operational responses, Mr. Newcomb and I have been a part
2 of the grievance with Mrs. Jones and can attest to the
3 operational and specific information related to her grievance.
4 Um, I'd like to start by acknowledging that due to a series of
5 unfortunate circumstances, UNLV representatives for this
6 grievance did not receive notice of this proceeding until
7 Friday, September 17th, 2021 with the departure of the
8 Director of Athletics Desiree Reed, the transition of the
9 employee relations director with human resources, Kelly
10 Sharodo to another department on campus, a change in the DHR
11 M'S grievance notification and communication process, as well
12 as a delay with mail services that everyone has experienced
13 with mail during this pandemic. It was only by happenstance we
14 learned about today's EMC hearing. Additionally, it was
15 confirmed on Monday, September 20th, 2021, that there would be
16 no continuation granted as a result of these events. Um,
17 therefore, the lack of employer's packet, the inability to
18 have engaged in a resolution conference and the ability for
19 UNLV to have engaged in alternative resolutions to this matter
20 was a missed opportunity. Um, for UNLV. Uh, I highlight this
21 only to ensure the committee understands that this is not a
22 typical representation of how UNLV handles grievances, um,
23 employee grievances or employee complaints. We take these
24 matters very seriously. Um, this can be evidenced by the fact
25 that we've only had one EMC hearing in the past six years as a

1 result of the diligence and care that we take with employee
2 matters internally and commit to resolving concerns at the
3 lowest level. We work very closely with the DHRM
4 representatives to ensure the rights of employees are
5 protected when difficult decisions must be made. And our first
6 contact is to the DHRM to ensure care consideration and
7 consistency is applied. We respect this committee very much
8 and the proceedings of the process, especially during this
9 time. We understand the value of your time and effort
10 associated with this hearing, and we do thank you very much
11 for your consideration today. With respect to Mrs. Jones'
12 grievance again, matters related to employee complaints and
13 grievances are taken very seriously by UNLV. We strive to
14 ensure that our employees feel heard, that they have an avenue
15 to resolve concerns and feel supported doing so. We endeavor
16 to keep lines of communication open so that issues can be
17 addressed and resolved at the lowest possible level. We work
18 to ensure that employees understand the policies and processes
19 behind decisions that are made and facilitate an open
20 environment for employees to provide feedback and engage when
21 their supervisors, when there's a lack of clarity or
22 understanding. In this particular situation, Karen Jones,
23 administrative assistant three, assigned to game operations
24 and facilities under the management of the executive director
25 of Thomas and Mack, Sam Boyd Stadium and Cox Pavilion with

1 intercollegiate Athletics was retained during a pandemic. We s
2 when state funds were cut and all revenues feeding athletics
3 and Thomas and Mack were expended during the pandemic, it was
4 self-supporting reserves from the UNLV budget that were used
5 to retain athletics employees when those reserves were being
6 depleted. The university consulted with stakeholders,
7 including the DHRM, and determined that by exercising a
8 provision in the NAC 284.350, the university could continue to
9 uphold its commitment to avoid layoffs by reducing employee
10 hours that were not student focused or forward facing. As a
11 result of this provision, athletics was able to retain Mrs.
12 Jones and others by enacting the leave of absence without pay.
13 During this time, employees retained medical benefits, leave
14 accruals and usage, retained retirement contributions and
15 other university benefits. While others in this industry were
16 laid off and left to deal with the unemployment process, the
17 university partnered with other units to restore Mrs. Jones.
18 And I don't wanna repeat that. The university partnered with
19 other units to restore Mrs. Jones and other employees as soon
20 as possible, and Mrs. Jones was returned to her full-time
21 position in less than six months, five months, and four days
22 to be exact. It was UNLV and the athletics Department
23 committed to avoid commitment to avoid layoffs that resulted
24 in Mrs. Jones retaining employment during this time and
25 continuing her full-time employment today. In Mrs. Jones HR 50

1 grievance documents. Her position is that since her wages were
2 state funded, she should have not been impacted. The
3 statements and documents that Mrs. Jones provided do not
4 reflect a fair or accurate depiction of what took place. While
5 the situation was difficult, we believe, however, that the
6 matter was handled with professionalism and addressed by
7 management in a proactive manner. The university followed
8 applicable policies and processes and received approval from
9 the state to move forward with this provision. Therefore, the
10 university believes Mrs. Jones grievant has no merit. While we
11 reserve the right to direct questions to Mrs. Jones, our
12 intent today is to just present the case from the perspective
13 of intercollegiate Athletics management, which Mr. Newcomb
14 will represent. Mr. Newcomb has also met with Mrs. Jones
15 during this process in an attempt to resolve her grievance.
16 Before we do continue, um, I'd like to address a couple of
17 items as it relates to the grievance and exhibits Mrs. Jones
18 presented. Mrs. Jones fundamentally asserts that because her
19 wages are state appropriations and not self-supporting, that
20 athletics somehow diverted state earmarked wages to self-
21 supporting budgets. As a result, we request that other items
22 she raises in her pre-hearing statement should be out deemed
23 outside the scope of the EMC and should be ignored. For
24 example, Mrs. Jones provides exhibits related to professional
25 staff rules and regulations which have no relevancy. Mrs.

1 Jones EEOC complaint is also irrelevant and outside the scope
2 of the EMC and should be ignored. UNLV request that only those
3 exhibits which support her claim are relevant to this matter.
4 Another request we'd like to make to the committee is that
5 Exhibit 22 be deemed and stamped as confidential. It contains
6 the name of two student workers outside the educational need
7 to know and is a potential FERPA violation as a students have
8 not authorized us to use their names in these proceedings
9 today.

10 CHAIR: Well, I think we should definitely deem those
11 documents with a pseudonym confidential. Um, we would like to
12 stay in, I think as a committee we would like to stay in the
13 lane of anything that is not the purview of, is not out of our
14 realm. So, we're gonna try to stay in our lane.

15 SHARODO: I appreciate, I appreciate the committee for
16 that consideration. I do thank you all again. I'm, I'm
17 finished with my opening argument.

18 CHAIR: Okay, for Mrs. Jones case in chief.

19 UNK: Mr. Chair, hold on one second, Mr. Chair. If
20 we're, if we need, if we're gonna address issues with
21 objections to certain evidence, then we need specific motions
22 made and, and deliberation and all of that. Uh, and I would, I
23 didn't hear, we, we have discussion about exhibit 22. There
24 was also, uh, a statement made that other exhibits in here are
25 irrelevant. Um, I think we need specific motions on which

1 exhibits are irrelevant, uh, and decisions made, uh, by you
2 before we can proceed to the case in chief.

3 CHAIR: True. Um, alright, which exhibits do you not
4 think of it and why?

5 SHARODO: Um, we believe exhibit two has no relevance.
6 It's a communication about a housing update unrelated to this
7 proceeding.

8 CHAIR: Okay.

9 MR. JONES: Can I address the reason that it's relevant?

10 CHAIR: Okay.

11 MR. JONES: Uh, when they closed student housing and
12 eliminated all students from campus, uh, the timeline will
13 show that at that time they could have made cuts and they
14 should have seen this coming. So, it, it's, the relevance is
15 that it's a timeline of lack of urgency and for seven months.

16 SHARODO: And the university would object to that because
17 there is no direct correlation or evidence or relation to
18 athletics, with respect to this document.

19 MR. JONES: No students, no athletes.

20 CHAIR: I get the feeling there's a lot of extra stuff
21 in here. I'm kind of on the same issue of lack of planning on
22 the part of, uh, the university system. So, we can ignore that
23 one. Uh, anything else?

24 SHARODO: Number se, exhibit number seven. Same argument.

25 MR. JONES: Again, shows the other, other class, other

1 institutions implementing drastic cut during the pandemic.

2 CHAIR: Okay. Um, I think, um, does this group, is this
3 group worried more about, um, it's hard to say. Um.

4 LEATHERS: Chair?

5 CHAIR: Yep.

6 LEATHERS: Uh, Christina Leathers for the record. Um, I
7 agree. Uh, just because one state closed or eliminated cuts
8 doesn't mean that they were in the same, um, situation as the
9 state of Nevada. There is, uh, plenty of articles, um,
10 regarding how Nevada is unique, um, and how they've handled,
11 or the, um, the effects the pandemic have had on Nevada is
12 unlike any other state. So, I would agree that this document
13 is not relevant.

14 CHAIR: I would agree that the document is not
15 relevant. And I'm also gonna say that for the purposes of of
16 getting this grievance, uh, and being fair, I'd like to not
17 consider anything related to what another university is doing,
18 or another university system is doing. This is all related to
19 [INAUDIBLE] and Nevada's conduct, and we don't need to know
20 what other universities are doing. We need to know what we
21 were doing and why we did it. So, strike any, any evidence and
22 exhibits that related to what other universities were doing.

23 SHARODO: That would include Exhibit 10.

24 CHAIR: Yep. Yeah, it would.

25 SHARODO: The next exhibit would be Exhibit 15. This is a

1 professional, um, professional document, uh, professional
2 administrative faculty document, um, that's presented here.
3 And as we know, this has nothing to do with classified
4 proceedings.

5 MR. JONES: Uh, but it goes to shows that they said they
6 couldn't do it, but then they did it.

7 SHARODO: This document does not represent that.

8 LEATHERS: Chair, can I ask a question?

9 CHAIR: Yes.

10 UNK: Is that [INAUDIBLE]. Yes. Yeah.

11 LEATHERS: So, um, Mr. Jones, why do you feel that this,
12 uh, document is relevant? Because when I'm looking at this,
13 this document actually shows that the position being
14 advertised is a full-time equivalent of 55%. So, it's not even
15 a full-time position. Um, what is the relevance of this
16 document?

17 MR. JONES: So, the notice of contract termination without
18 cause. So, they, so she said she couldn't unilaterally cut
19 everybody across the board to make it equitable, but this
20 proves that they could do that to anybody with a contract.

21 SHARODO: For clarification, this document does not prove
22 that this document is a single isolated notice of contract
23 termination document and that we would have to have received
24 permission from the state and from, and [INAUDIBLE] officially
25 to unilaterally make cuts department-wide. This document does

1 not reflect that. It's a one-off.

2 MR. JONES: So, 17 is one-off.

3 SHARODO: That's correct. Not department wide.

4 MR. JONES: But it's potentially department-wide for all
5 professional staff that are on yearly contracts. Is that not
6 true?

7 UNK: We're, we're, we're, yeah, there isn't a
8 question.

9 MR. JONES: Right, I'm just saying, I'm just saying that
10 there is.

11 CHAIR: I agree with Ms. Leathers, that this is not, it
12 is, it's not a fair comparison. It's a 55% position and, and
13 we'll ignore that particular piece of evidence.

14 JOHNSON: Uh, Nora Johnson for the record, I'm sorry,
15 what exhibit number was that?

16 UNK: 15.

17 MULTIPLE: 15. 15.

18 JOHNSON: Thank you so much.

19 CHAIR: Anything else?

20 MR. JONES: What, what was the ruling, the fact? I can't
21 notice.

22 UNK: Mr. Chair, there's a, the, uh, the grievance is
23 asking for what your ruling was on that last one.

24 CHAIR: My ruling was I, I, um, because it's a, it's a
25 55%-time position and it's not, uh, the same as the grievance

1 position. I think we can probably get a gist of definitely
2 things the university could have done without specifically
3 considering this document.

4 MR. JONES: So.

5 CHAIR: I think. Go ahead.

6 MR. JONES: So, this was a full-time position that they
7 changed the contract at 55%. This, this, this was, uh, one of
8 the 17.

9 CHAIR: Okay.

10 MR. JONES: So, this, this is relevant in that they say
11 they couldn't do it, but they did. Again, 17 of the
12 professional staff, they just rewrote their contracts, and
13 offered them a new job, at 55%.

14 SHARODO: is the same that there's no.

15 LEAHTER: Chair.

16 CHAIR: Yep.

17 LEATHERS: So, I'm struggling with kind of where we are in,
18 in the hearing. Um, cause I have some questions, um,
19 specifically on this exhibit further. Um, and so I just wanna
20 know when, when it's appropriate to kind of.

21 CHAIR: Well, since we're considering whether the
22 exhibits are relevant, now is appropriate, go ahead and, and
23 state your your question as well.

24 LEATEHR: Okay. So, while I understand, um, the purpose
25 of the grievance is that, uh, Mrs. Jones feels like she was

1 not treated equably, then this exhibit would show that there
2 was additional staff besides Mrs. Jones that were reduced. So,
3 despite a new contract, the new contract wasn't at a hundred
4 percent, it was at a reduced amount. So that would be
5 consistent. Um, from what I understand that this grievance is
6 about where it's indicated this only applied to classified
7 staff, but this shows that it wasn't just classified staff.

8 MR. JONES: It wasn't, it's not about just classified
9 staff. This was about equitably across the entire department.

10 LEATHERS: Chair, I, again, I'm struggling because.

11 CHAIR: I think we're getting the weeds out here. Um,
12 we definitely heard your point. Uh, and we will, we will
13 consider that as a whole without considering this specific
14 piece of evidence.

15 SHARODO: Thank you. Um, I believe the next item was 22,
16 but now that I look at it, it looks like maybe some of the
17 exhibits are mislabeled. So, I wanna, um, find the exhibit
18 specifically related to an EEOC document that's being
19 presented.

20 MR. JONES: It's in the response hearing.

21 SHARODO: Sorry. I appreciate your patience while I look
22 for that number.

23 CHAIR: Oh, I understand.

24 SHARODO: Thank you. It is exhibit 28.

25 MR. JONES: It's, it's, it's, I don't know if it's relevant

1 in that there's certain only certain odd things that are
2 highlighted that are relevant.

3 SHARODO: This an EO proceeding is, is not appropriate for
4 this, this panel.

5 CHAIR: I'm not comfortable dealing with anything
6 that's before the EOC. That's a separate venue and that should
7 be dealt with there.

8 MR. JONES: That's fine. We already have it in our
9 [INAUDIBLE].

10 SHARODO: The next document is exhibit 42. This is
11 another professional related, um, exhibit to terms and
12 conditions of employment and contractual terms has no
13 relevancy to this proceeding.

14 MR. JONES: So, this actually goes to show that they can
15 change the contract with five days' notice.

16 SHARODO: The same with exhibit 43. Exhibit 44 is a job
17 posting in the business affairs division, has nothing to do
18 with this proceeding.

19 MR. JONES: Again, goes to show that contingent upon
20 funding.

21 UNK: [INAUDIBLE] go one exhibited.

22 SHARODO: Oh, I apologize.

23 UNK: No, you're fine.

24 SHARODO: Thank you.

25 CHAIR: Um, as far as the document, uh, referenced in

1 exhibit 42, again, we can consider as a whole the university
2 did, uh, make cuts in other areas without looking at any
3 specific documents.

4 MR. JONES: So, it, it actually shows the contracts can be
5 written, rewritten in a short amount of time.

6 CHAIR: Uh, occasionally they can. I'm a little bit
7 concerned about that because this committee specifically has a
8 purview over classified employees and this is not, this would
9 be unclassified and not in our purview. What do you, what are
10 your thoughts on that, Todd?

11 MR. JONES: I sorry, I didn't hear that last section.

12 CHAIR: I asked the attorney, the Deputy Attorney
13 General Weiss, what his, uh, thoughts were on that, on my
14 assertion that because it deals with un, with unclassified
15 staff, it's not our appro, we shouldn't consider it.

16 WEISS: I'd agree with that, Mr. Chair.

17 CHAIR: I'm sorry. There was a siren going on over
18 here. Do you agree with that or not?

19 WEISS: Yeah, no, I agree with that Mr. Chair.

20 CHAIR: Okay. So, we shouldn't deal with anything that
21 relates to unclassified employees because that is not in our
22 lane.

23 SHARODO: Chair, I have a question.

24 CHAIR: Yes, ma'am.

25 SHARODO: And, and I don't know if it's appropriate or

1 not, but do we know if an EEOC complaint has been filed?

2 UNK: I confirm.

3 CHAIR: Has the EEOC complaint. No, I don't think we
4 do.

5 UNK: I can confirm that one has been.

6 SHARODO: And the only reason that I'm asking is once an
7 EEOC complaint has been filed, we do not have jurisdiction.

8 CHAIR: There's an excellent point. I think you might
9 be right about that.

10 UNK: My understanding is the complaint is almost
11 similar to this one. The only difference is that the claim is
12 that this was done as a result of age discrimination.

13 LEATHERS: Chair. This is, uh, Christina Leathers within
14 the opening statement, um, or within the employee's packet.
15 Uh, Mrs. Jones does make mention of that same, um, accusation
16 of being singled out, um, as an older employee. So, I would
17 believe that that would be consistent with her EEOC, um, uh,
18 complaint. And as such, I'm willing to make a motion.

19 CHAIR: Okay. Uh, if you're willing to make a motion,
20 the committee will consider it.

21 LEATHERS: Uh, thank you Chair. Christina Leathers for the
22 record, I motion we deny this grievance on the basis that it
23 is outside of our jurisdiction as there is a pending EEOC
24 complaint to, um, investigate these claims as well.

25 CHAIR: We have a second.

1 UNK: Okay. Yeah.

2 THOMPSON: Sherry Thompson, second.

3 CHAIR: Thank you. Thank you. Member Thompson.

4 MRS. JONES: Last time, last time I came in, we had
5 discussed the EEOC, and you guys said it was okay because it
6 was a totally separate issue, it was based on age. My
7 complaint for the formal grievance is not based on age.

8 CHAIR: What is your complaint?

9 MR. JONES: Equ, equitably across applied the pay cuts
10 equitably across the.

11 MRS. JONES: Equitability and the state funding.

12 MR. JONES: And cost.

13 SHARODO: And I would argue the determination related to
14 equitability could be applied to age, which would not fall
15 under the purview of, of this committee.

16 MRS. JONES: Classification.

17 MR. JONES: But equitably across a cost.

18 SHARODO: It said equitably a classification and they're
19 not using classification correctly and they should not do it.
20 Equitably.

21 LEATHERS: Chair, Christina Leathers, for the record. Um,
22 I'd like to just make a general statement if that's allowed.

23 CHAIR: Sure.

24 LEATHERS: <inaudible>. Okay. So, I, I guess I'm really
25 struggling with this grievance because as a state, as a

1 classified state employee, um, the decision for, uh, furloughs
2 and or a 5% cut was across the board. It wasn't specific to
3 position job. And as I understand the information within the
4 employee's packet, um, as a classified employee who's funded
5 by state funds, then from my perspective, this was applied
6 equitably. There was no determination of you hold this
7 position or you hold that position. When the legislature
8 approved furloughs, um, I know that as a state employee, I was
9 expected to take furloughs or take a 5% cut. Um, I was also
10 involved in making or helping my agency come to the
11 determination of whether or not we would furlough or 5% cut,
12 but in, in the midst of a pandemic. Um, I think this was all
13 new to everybody, and that employers were forced to make
14 decisions that they wouldn't normally make.

15 CHAIR: That is true.

16 MRS. JONES: But I didn't take just furlough days and a
17 5% cut. I took 45% cut plus furlough days, and only a selected
18 few of us did that in our department. And as Mike Newcomb had
19 stated in his letters to me, he based it on position, title
20 NAC284.580 says classification. It does not say position or
21 title. Totally different definitions.

22 WEISS: Mr. Chair, it seems like we're getting into the
23 substance of the, uh, of the complaint itself. I think we need
24 to make a determination as to whether well, uh, Ms. Leather's,
25 mo, pending motion for dismissal, um, whether this, this

1 committee has jurisdiction to hear this at all before we get
2 into the substance of the arguments.

3 CHAIR: Yeah, I'm state. We don't wanna get into too
4 much substance of the arguments before we rule on once before
5 us as a motion. We need to do that first. So, any other
6 discussion specifically on member Leather's motion?

7 THOMPSON: Thompson for the record. Um, does any ca, does
8 anyone know if the grievance was originally told that this
9 could move forward on the EEOC?

10 SHARODO: The, the very first one and you guys said was,
11 you mentioned it, you said it was okay because it was a
12 totally separate, it was based on the age and this case.

13 THOMPSON: Can, can we maybe take a five-minute recess and
14 see if someone should research this?

15 CHAIR: Yeah, I think there might be an order. Five-
16 minute recess. Uh, everybody back at, um, I've got 43 on my
17 watch. Well, everybody back at five?

18 UNK: Yeah, I can look up the, okay.

19 UNK: So, um, the issue is, do you know, is it
20 separate? It's separate. It's getting, she's clean. She.
21 That's true. Yeah. To see if you guys would take it up for
22 him. Tracy?

23 UNK: Yeah. Um, your grievance said this occurred on
24 June 3rd, if that's a help.

25 CHAIR: June 3rd of 20 or 21?

1 UNK: Just patches 2020. 2021.

2 CHAIR: Okay. Past the date. That was after the
3 pandemic. First the pandemic [INAUDIBLE]were gone.

4 UNK: So, it was after the date that she filed
5 agreements?

6 UNK: Yeah, it was after the agreement, yes, he was
7 after file. Okay. So, I hope more about.

8 CHAIR: All right. I.

9 UNK: that's, that's my opinion.

10 UNK: Right.

11 CHAIR: Right. I would like you to speak that opinion
12 for the record when we go back in.

13 UNK: This one is really it is, it is hard. It, I
14 went back and forth, and I thought a lot of the same thing
15 that, you know, coming up with some of this other stuff and,
16 excuse me, some of these exhibits. However, you know, um, I, I
17 think, I think really, she's, well, I, and I don't know if we
18 have jurisdiction.

19 UNK: I don't.

20 CHAIR: Okay. I'm gonna call this meeting back to order
21 if everybody's okay with that. Everybody get ready and have a
22 seat. Okay, the issue that I, before we get back to, uh,
23 considering Member Leather's motion, the department that I
24 keep turning around in my head is, uh, selecting the, the
25 grievant and 39 other employees in the same department for of

1 45%, uh, involuntary pay cut by, uh, giving them a mandatory
2 leave of absence. Uh, I well everybody can help.

3 UNK: Sir.

4 CHAIR: Yep.

5 UNK: Stacy, I think we're missing some other folks.

6 MULTIPLE: <laugh>.

7 CHAIR: Alright.

8 WEISS: Do over.

9 UNK: We're gonna mute, Okay.

10 CHAIR: Okay.

11 UNK: So.

12 CHAIR: We have a Deputy Attorney General in the room.
13 So now the guy with the answers is here. Hi Todd.

14 WEISS: Hi. How are you doing everyone? I think we're
15 ready to continue the discussion.

16 CHAIR: Okay. I'd like to bring this meeting back into
17 order because the guy who has the answers is here. Yes, sir.

18 WEISS: So, uh, Mr. Chair, I, uh, I did speak to the,
19 the DAG that was present for the June 3rd meeting in <laugh>.
20 did not have any specific recollection of the discussion that
21 was held at that meeting. Um, but, uh, under due
22 consideration, I think that as long as we do not delve into a,
23 a, any, any kind of discussion or determination as to whether
24 there was age discrimination in these events, um, that we're
25 not crossing into EEOC's jurisdiction. And we can still hear

1 the grievance on the basis of whether the statute was applied
2 equally. Again, as long as we're not getting into findings of
3 whether there was age discrimination or not, uh, we leave that
4 to the EEOC, but I think we can, we can hear the rest. And if
5 that was the determination that was made at the June 3rd
6 meeting, then I think that should stick.

7 CHAIR: Okay. So, with Ms. Leather's motion before us,
8 let's get, let's just vote on that one and then continue. Uh,
9 the motion is still before us, and it's been seconded. So,
10 let's get, get, let's clear the motion. Ready to vote? I vote
11 no.

12 UNK: I vote no.

13 UNK: No.

14 UNK: Yes.

15 CHAIR: Okay. I think, I think that's, I believe there
16 was a yes in there, but I think I got three no's and one yes,
17 maybe. Or maybe that was a no, I don't know. Uh, but, uh, the
18 motion does not pass. So, keeping the discussion related to
19 anything but the grievance age, uh, and sticking to equitable
20 obligation of rules, let's move forward.

21 GEYER: Sandie Geyer, for the record, um, I believe
22 that we want to still address those exhibits and, uh, I think
23 that we need a motion that we are not going to be considering
24 these motions, that we have a list of, uh, with regards to
25 this grievance or any support thereof.

1 CHAIR: Oh.

2 GEYER: So, we need a list of the, uh, exhibits again
3 to confirm.

4 JOHNSON: Nora Johnson for the record. Uh, interim EMC
5 coordinator, um, the packets are submitted as a matter of
6 public record and what number got mean to is that before we
7 proceed with admitting them, we do need to parse out the
8 exhibits that we're pulling thus far. If I'm correct, we are
9 removing exhibits number 7, 10, 15, 28 and 42. Were the ones I
10 believe were confirmed for removal.

11 UNK: Number two.

12 JOHNSON: Other packet numbers in question would be
13 Exhibit two, exhibit 17, exhibit 22, exhibit 43 and exhibit
14 44. So, if we could just clarify which ones are fully to be
15 removed, that would be [INAUDIBLE]. I'm happy to repeat those
16 numbers if anybody didn't catch them.

17 UNK: Please do so.

18 JOHNSON: Okay. Um, approved for removal, exhibit number
19 seven, exhibit number 10, exhibit number 15, exhibit number
20 28, exhibit number 42. Requested for removal, exhibit number
21 two, exhibit number 17, exhibit number 22, exhibit number 43,
22 and exhibit number 44.

23 CHAIR: You could be here all day, potentially.

24 GEYER: Sandie Geyer for the record. Um, I do have a
25 question about Exhibit 17 as to why that would not be relevant

1 to the grievance. It does talk about leave without pay, uh,
2 where Mrs. Jones indicates that she refuses to volunteer for
3 the reduction in hours. I believe. Um, correct me if I'm
4 wrong, Mrs. Jones.

5 MRS. JONES: Correct.

6 GEYER: This appears to be a, an email?

7 MRS. JONES: Yes.

8 MR. JONES: Right. So the, right, so they basically gave a
9 choice. So, they, they, when they did notifications there
10 wording was poor, you have the choice to do this, or you can
11 hand in your resignation if you choose, is what it actually
12 says. And so, she responded, I choose not to do it, and I
13 choose not to re, resign. So, she was stating her case that
14 she didn't choose to do this willingly.

15 GEYER: I, I understand Sandie Geyer for the record, I
16 understand that, and this is why I am, I.

17 MR. JONES: It is relevant.

18 GEYER: I want clarification that this is still in
19 support of the grievance because it goes back to the, the, the
20 base of the grievance.

21 THOMPSON: Thompson for the record, I agree with Sandie. I
22 think we should leave it in the packet.

23 CHAIR: Chair for the record, I agree. I think it
24 should be left in as well.

25 JOHNSON: Nora Johnson for the record. In looking at my

1 list, I believe the request to remove exhibit number 22 was
2 actually a, um, misstatement and that the agency had decided
3 that the actual exhibit in lieu of 22 is 28. Is that correct?

4 SHARODO: Yes, that's correct. Thank you for the
5 clarification.

6 JOHNSON: So, the packet exhibits in question would be,
7 uh, exhibit number 2, 43 and 44. If we could just clarify
8 those, those exhibits, that would be great.

9 SHARODO: So, for clarification, 43 is an attachment A to
10 an administrative faculty contract. And for the same arguments
11 we would request it as no relevance.

12 JOHNSON: I'm sorry, that was for number 43?

13 CHAIR: Yep.

14 SHARODO: Yes.

15 JOHNSON: Okay.

16 MR. JONES: 42.

17 GEYER: Sandie Geyer for the record, uh, exhibit number
18 42 was with a letter with regards to an unclassified staff.
19 Therefore, this body does not have any jurisdiction for
20 consideration of that exhibit.

21 CHAIR: I agree with member Geyer. What was.

22 THOMPSON: Thompson. What are we talking about?

23 CHAIR: Uh.

24 MR. JONES: 42.

25 CHAIR: We're talking about 43, I think, weren't we?

1 Or.

2 MR. JONES: 42.

3 UNK: 42.

4 MULTIPLE: 42. 42.

5 JOHNSON: Nora Johnson, for the record, I believe 42 was
6 determined to be removed prior to being [INAUDIBLE].

7 MULTIPLE: Were discussing 3, 4 3.

8 CHAIR: Okay, great idea. But let's go to the 43. How
9 about that one?

10 SHARODO: The same argument. It's an attachment A to an
11 administrative faculty contract.

12 CHAIR: Yeah. Yeah, I get it. Uh, because we have no
13 purview, I think that one should be removed or not con, uh,
14 removed and not considered. Where does the this on our list?

15 JOHNSON: Oh, 44. I need clarification as to whether we
16 are going to remove exhibit number 44 and exhibit number two.

17 CHAIR: All right.

18 GEYER: Sandie Geyer for the record, with regards to
19 exhibit 44, this is an internal position announcement for a
20 chief budget officer, is that correct?

21 MR. JONES: It is.

22 SHARODO: Yes, ma'am.

23 GEYER: Okay. And is it also correct that this is an,
24 another unclassified position?

25 SHARODO: Yes ma'am. Outside of the athletics department

1 as well.

2 CHAIR: We can consider that.

3 GEYER: So then exhibit 44 should also be removed from
4 consideration in support of the grievance.

5 CHAIR: Where does that leave us at?

6 UNK: We agree with.

7 CHAIR: I, uh, I agree with, uh, I think 44 should be
8 removed for the same reason as, as been stated. We don't have
9 the purview.

10 GEYER: Uh, that only leaves us with exhibit number two
11 in question.

12 CHAIR: Okay, let's, okay. Two is on housing and
13 residential life. And that's, uh, that is on students and has
14 no relation to, uh, class employees. That's why I've been in
15 chair for the record.

16 JOHNSON: Johnson for the record, ready to remove exhibit
17 number two.

18 CHAIR: Okay. Alright, lemme do it this way. Are there
19 any objections to removing exhibit number two from
20 consideration? Hearing none, remove number two.

21 JOHNSWON: Thank you.

22 CHAIR: We are out of the removal business.

23 UNK: Okay. I, I still have a few more. I was cut off
24 when I was going through the list earlier.

25 UNK: Tracy?

1 CHIAR: Yeah.

2 UNK: The, the agency has more, uh, information to
3 provide.

4 CHAIR: Okay.

5 SHARODO: I apologize. And thank you for your patience. Um,
6 exhibit 45 is also an, um, position advertisement that is
7 professional, non-classified, and outside of athletics. It's
8 exhibit 45.

9 CHAIR: It is all of those things. Are there objections
10 to ruling exhibit number 45 from the exhibits we consider.
11 Hearing none, 45 is gone.

12 SHARODO: The next exhibit would be 47. Same arguments.
13 It's an attachment A for a professional contract.

14 CHAIR: Okay. It is. And are there any objections to
15 ruling item number 47 consideration. Hearing none, 47s out of
16 here.

17 SHARODO: I thank the committee. That is my last one.
18 Thank you for your patience.

19 CHAIR: Okay.

20 JOHNSON: Uh, Nora Johnson for the record, just so
21 everybody is on the same page, all committee members and the
22 agency, as you are referring to the employee's packet, I need
23 everyone to remove exhibit number two, number seven, number
24 10, number 15, number 28, 42, 43, 44, 45, and number 47. So
25 please remove those, those exhibits. And if you could, um,

1 we'll have our EMC clerk pick them up.

2 UNK: Nora?

3 JOHNSON: Yes ma'am.

4 UNK: Uh, Ivory has left for the day.

5 JOHNSON: Yes. Uh, Joni will be able to pick those up
6 and, and shred them.

7 UNK: Okay. Thank you.

8 UNK: Are you okay?

9 UNK: Yeah.

10 CHAIR: She can bring over her pile and stuff.

11 UNK: I'm sorry.

12 UNK: No, it's alright.

13 UNK: Oh yeah.

14 CHAIR: Thanks for doing that, appreciate it. Okay, is
15 everybody else sufficient time to remove the, um, remove
16 exhibits from the records? All right, so the matter that we
17 have to decide, if I'm not mistaken, is were the, uh, were
18 the, uh, productions in hours, what was the, um, the kind of
19 mandatory, uh, leave of absence, uh, fairly adequately applied
20 to the grievant and 39, uh, department coworkers? Is that what
21 we're looking at still?

22 UNK: Yes.

23 CHAIR: Okay.

24 GEYER: Sandie Geyer, for the record, um, I have a
25 question for Mrs. Jones. Um, Mrs. Jones, can you please

1 tell me about the calculation of 45%? Was that included,
2 did you include the furloughs and the leave or is that
3 strictly just the leave or was.

4 MRS. JONES: It strictly just the furloughs.

5 MR. JONES: The 45% is strictly just the pay cut.

6 GEYER: The pay cut, okay.

7 MR. JONES: Furloughs are on top of that.

8 GEYER: Okay. Thank you.

9 THOMPSON: Thompson, For the record, um, I I need
10 additional clarification. 45, did you have a pay decrease
11 or.

12 MRS. JONES: Yes, yes. They reduced our hours to 22
13 hours a week, which was a 45% pay cut.

14 THOMPSON: So, your hours were reduced by how much?

15 MRS. JONES: 45%. So, I was working a 22-hour work
16 week.

17 THOMPSON: So, you reduced 18 hours your hours.

18 MRS. JONES: Yes.

19 Thompson: Per week for.

20 MRS. JONES: And then I had to still take furloughs.

21 THOMPSON: And plus, furloughs, okay.

22 MR. JONES: Prorated, furloughs.

23 THOMPSON: Pardon me?

24 MR. JONES: The furloughs were prorated.

25 MRS. JONES: Because I was basically part-time at

1 that point, so.

2 THOMPSON: Oh, okay. So, what did it end up being?

3 MRS. JONES: Six and a half days instead of six full
4 days? Well actually by the time they brought us back full
5 time, I had to take full furlough days for the, the time
6 that I was working in another department.

7 THOMPSON: Okay. So, do you know what your full
8 furlough hours were still for that period of time?

9 MR. JONES: She still had to take, uh, so for five
10 months it would've been six hours instead of eight hours.

11 THOMPSON: So, that's 30 hours?

12 MR. JONES: Well, she took out. Yeah, so the, the final,
13 I don't have, it took a weird time, amount of time.

14 THOMPSON: So, yeah, let for the record. So, the
15 mandate was 48 hours for all state employees, which equaled
16 six eight-hour days.

17 MRS. JONES: Right.

18 THOMPSON: So how many hours did you take? Did you take
19 a full 48?

20 MRS. JONES: No, um, for the first, how long were we out,
21 like four months before I went back full-time?

22 MR. JONES: Yeah.

23 MRS. JONES: So, for those four months I took four and
24 half days.

25 MR. JONES: Five.

1 MRS. JONES: Yeah. And then the reminder of the time,
2 which was.

3 MR. JONES: It was really weird. It was like an hour.
4 Cause it was hour and 1.6 hours per week. It was, so it was
5 kind of hard to count.

6 THOMPSON: So, you took four weeks at four hours a
7 week, right?

8 MRS. JONES: Basically, yes.

9 THOMPSON: So that's 16 hours, right? Four times four.

10 MULTIPLE: YES.

11 THOMPSON: And then the remainder.

12 MULTIPLE: <laughs>.

13 THOMPSON: The, and then you had two weeks at.

14 MRS. JONES: And like a couple months where it was the
15 full eight hours, full eight hours.

16 GEYER: Mr. Chair, Sandie Geyer for the record. So,
17 can we confirm that that is 32 hours versus the 48,
18 something like that?

19 UNK: Yeah.

20 UNK: Yes, close.

21 MRS. JONES: So, it's, because I was, I was taking it
22 weird. I wasn't taking full day. Yeah. I was taking like a
23 couple hours each day.

24 MR. JONES: So, it wouldn't affect her check as much. So
25 she was, she spread.

1 UNK: No. Yeah. It makes whatever fast for you,
2 right? Yeah.

3 GEYER: But so, but for for two months or eight
4 weeks, you took 16 hours. Whether.

5 MULTIPLE: Okay. All right. So that would've been two
6 hours been 32 hours.

7 GEYER: Okay. All right. All right. Thank you.

8 WEISS: Mr. Chair.

9 CHAIR: Yes.

10 WEISS: Uh, we have not gotten to the case in chief
11 presentations yet. Um, no, that's okay. Um.

12 UNK: I was like, where are we?

13 WEISS: Yeah, no, no, no, I, this <inaudible>, but
14 so we have an official order, yeah, I think we should, uh,
15 resume with the case in chief presentations, witnesses
16 crossed, you know, the works.

17 CHAIR: All right, let's, let's, let's do the
18 <inaudible> and when you, do you keep it, uh, specifically
19 related only to the, um, the, uh, reduction in pay?

20 UNK: I don't know where we're at or who's going.

21 CHAIR: I think we're, uh, I think we're all, we all
22 kind of know what, where, what the case is and, um, we get
23 it. Um, I don't know if that's a good enough way to, for
24 you to present your case, but I.

25 UNK: <laughs>

1 CHAIR: I'm kind of with you. I mean, I'm.

2 MULTIPLE: I dunno what else to what you mean.

3 MR. JONES: Yeah, I don't know what else to explain
4 other than, you know, there, there were classified that
5 didn't weren't affected, and then there are classifieds
6 that were affected. And the classification of the use of
7 the word classification, not, not used as defined in NEC.
8 So, classification doesn't equal title position. And you
9 know, there are other admins that were clerical and
10 otherwise, 2.0 were not affected by this. Um, there were
11 other class, there were other trades, classifications that
12 weren't affected, some were affected, and some were not.
13 So, I don't, it wasn't equitable. So,

14 CHAIR: Yeah, and.

15 MR. JONES: Yeah, so I can't really add to whatever
16 already said.

17 CHAIR: All right. Uh, I have a question for, uh,
18 the grievant, and that is, I have, I, I read the entire,
19 the whole packet and I, what, what remedy do you want for
20 this? What do you want us to?

21 MRS. JONES: Sorry, you had it written. It's in the
22 seat.

23 MR. JONES: It's at the very beginning, very top.

24 CHAIR: <inaudible> answer that question. What,
25 what this body.

1 UNK: he's asking, what is it that you're from a,
2 your resolution?

3 MRS. JONES: I'd like to be returned, make me whole
4 again.

5 MR. JONES: Back pay.

6 MRS. JONES: Back pay for having to work part-time.
7 I just don't think it was applied equitably. And the
8 classification where, I think it's really vague and it
9 needs to be clarified more because classification, which is
10 what's stated in 28458, does not equal position title. So,
11 I think it needs to be changed, but I think I should be
12 made whole because it wasn't applied properly. And I'm also
13 a state funded employee, my funds are paid through the
14 state, yet I was lumped in with the self-supporting budget,
15 which I'm not part of. So, if self-supporting budgets have
16 an issue, how does that affect me, if I say appropriate?

17 UNK: We're getting off in the weeds here. We need
18 to, to do our case.

19 MRS. JONES: I'm sorry, I thought that was.

20 UNK: The question and answer.

21 MR. JONES: Alright, so the resolution.

22 CHAIR: All I wanted to know was what remedy you
23 sought and to make you whole.

24 MR. JONES: Okay. So, compensation.

25 UNK: Anything else, questions?

1 MRS. JONES: It's compensation and then fixing the,
2 the problem is what I want.

3 CHAIR: <inaudible> as I'm looking the same
4 question, does the EMC have the power to direct, uh, the
5 University, uh, the agreement and her coworkers that were
6 affected by the same thing, whole? Do we have that
7 authority?

8 WEISS: No, we do not, Mr. Chair.

9 CHAIR: Okay. Based on the fact that our attorney
10 general, our deputy attorney general, <inaudible> that you
11 don't have authority, uh, uh, the chair would like to
12 entertain a motion. Uh, I.

13 WEISS: Mr. Chair, let me, lemme clarify. So, we do
14 not have the authority to direct them to, to make, do any
15 kind of action. We can make a recommendation, um, that is,
16 that is the authority that we have is to make a
17 recommendation. Um, so, so that there could still be a
18 finding for a recommendation. We just can't direct, uh,
19 back pay or anything like that.

20 CHAIR: Okay. Thank you for your clarification, sir.
21 I appreciate it.

22 LEATHERS: Chair Christina Leather, for the record.

23 CHAIR: Yes, Ms. Leathers.

24 LEATHERS: Are you still entertaining a motion?

25 CHAIRS: I I, I, I was thinking about it. I hadn't

1 gotten one, so I was, it was nebulous. Do you have a
2 motion, Leathers?

3 LEATHERS: I, I think I have a partial motion. Um, I
4 motion to, um, deny the grievance on the basis that it's
5 outside of the jurisdiction of the EMC to grant monetary,
6 um, resolve. However, I recommend the EMC make a
7 recommendation to the employer to, uh, clean up or clarify
8 the language that they use to make it more clear to the
9 impact of employees.

10 CHAIR: Okay.

11 LEATHERS: Does that make sense?

12 CHAIR: It does, but we may need a little polished,
13 uh,

14 do we have a second? Do we want to discuss or does it not
15 even lack of second.

16 THOMPSON: Thompson, for the record, I think we need
17 more information.

18 LEATHERS: In the motion?

19 THOMPSON: No. Oh, in the, in the case in G.

20 CHAIR: Okay. So, for lack of a second of the motion
21 member Leathers, your motion died. Sorry.

22 LEATHERS: That's okay.

23 CHAIR: It lived a good life, um, Member Thompson,
24 you, I agree with you that we need more clarification. You
25 wanna start with it?

1 THOMPSON: Do I wanna start with it? I I don't think
2 we've given, I don't think we've given the agency, an
3 opportunity to present their side.

4 CHAIR: Okay. Let's, let's hear from the agency.

5 UNK: Thank you. I appreciate it. So, as it
6 relates to the summary of the grievance submitted to the
7 EMC, Ms. Karen Jones is an administrative assistant three
8 assigned to provide athletics with administrative support
9 through game operations and facilities unit operated by
10 intercollegiate athletics for the University of Nevada, Las
11 Vegas. As an administrative three, Mrs. Jones is expected
12 to perform duties which may include creating and
13 maintaining recruiting databases and reports for each
14 sport. Um, this is perspective student athletes, boosters,
15 College university statistics, et cetera. She creates and
16 utilizes, um, and maintains FedEx accounts for each sport,
17 conducts internet research and assistant and professional
18 staff coaches and other staff members with questions and
19 teaches them how to utilize available resources. Composes,
20 prepares, and mails, letters, memorandums, forms, flyers,
21 brochures, and booklets, prepares mass mailings and
22 prepares for and makes travel arrangements for PSAs and
23 parents, prepares travel and expense reimbursements with
24 sustaining documents, supervises student employees, and
25 provides backup to other administrative assistant two

1 positions, just for clarification. As you.

2 UNK: I'm sorry, chair, chair, I have a question.

3 CHAIR: Yes.

4 UNK: Are we in closing statements now?

5 MULTIPLE: I'm not the closing. I didn't know exactly.

6 That's okay. Were okay. Go ahead. That's okay.

7 UNK: As you all know, in March of 2020, the world
8 was hit hard with the impact of covid, and a pandemic was
9 declared. Most businesses and organizations, including
10 UNLV, thought employees would be sent home for a week or
11 two a month tops. However, that is not what occurred, and
12 18 months later, we still have not returned to full
13 operations. And I say that to fully understand the gravity
14 of the situation. On Monday, October 19th, Mrs. Jones did
15 file a grievance with her immediate supervisor after having
16 received official notice per the Nevada Administrative Code
17 284.580. The Intercollegiate Athletics Division was placing
18 her and 46 other employees on a leave of absence without
19 pay, as a result of the fiscal emergency. In Mrs. Jones'
20 grievance, she states that her wages fall under state
21 appropriation, not self-supporting, and that funds were
22 already earmarked for her wages. She states that the only
23 cuts she should receive are the furloughed cuts main,
24 mandated by the state, and she highlights that she only had
25 eight days to make a decision. She alleges others were

1 placed in other positions with the department and that
2 she's been treated unfairly and targeted because she was
3 asked to work remotely because of covid. Mrs. Jones' final
4 argument is that the attempts to resolve this grievance
5 informally were, um, met with no response. Her proposed
6 resolutions at this time in her initial grievance were to
7 revoke her leave of absence without pay or apply the leave
8 of absence to everyone across the board or layoff Sam, uh,
9 layoff staff from Sam Boy Stadium or find her work on
10 campus. At the time Mrs. Jones submitted her grievance, her
11 immediate supervisor was on a leave of absence. Therefore,
12 Mrs. Jones and Mr. Newcomb agreed to move the grievance
13 forward to step two with him, effective October 29th, 2021.
14 At UNLV, um, in commitment to this process and to resolute
15 resolving matters at the lowest level, at every step of the
16 grievance process, we conduct a mini resolution conference,
17 uh, either in person or virtually to try to resolve the
18 employees concerns and resolve this issue, these issues at
19 the lowest level. Mrs. Jones and Mr. Newcomb met with the
20 presence of Mr. Jones and myself, Kelly Sharodo, on Monday,
21 November 2nd, 2020, at 1:00 PM. Since we give employees the
22 option to present their argument, first, Mrs. Jones
23 reiterated her concerns about being placed on a leave of
24 absence without pay. Mr. Newcomb responded to those
25 concerns with information he had already provided to Mrs.

1 Jones and tried to explain to her the situation and why
2 this decision was made. He informed Mrs. Jones that
3 although she believed her salary was protected because of
4 being on a state appropriated budget, that when cuts came
5 down on July 1st, 2020, um, reserves from the self-
6 supporting budget were used to continue to cover her and
7 other employee salaries. Four months later, those reserves
8 were depleted and as a result of all of the revenue
9 streams, feeding athletics and Thomas and Mack, being non-
10 existent because of the pandemic, there were no events, no
11 revenue, a reduced guarantee from Learfield, which is the
12 Collegiate Sports marketing company, um, no athletic ticket
13 sales, limited donations tied to ticketing, et cetera. It
14 was even discussed with Mrs. Jones that just before the new
15 fiscal year, athletics, Thomas and Mack and UNLV were
16 gearing to come back on July 1st, 2020. So, keep in mind
17 these, um, uh, leave without, uh, absence without pay
18 didn't occur until October. Information was disseminated,
19 indicating there were positive Covid reports and covid
20 related deaths that were not on an uptrend, and we were
21 going to return to campus and athletics. And athletics was
22 discussing in-person athletic events. This lasted only a
23 few we, weeks, and there was another significant backslide
24 and discussions of returning were tabled. Then there was
25 hope that in late August and September of 2020, fall sports

1 and in-person events could return, and that was also very
2 quickly squashed. Mr. Newcomb explained that, that these
3 events had these events turned out in our favor, there may
4 not have been a need to move forward in this direction at
5 all. Mr. Newcomb added that although Mrs. Jones felt as if
6 she only had eight days to make a decision, this is not
7 exactly accurate as a communication had been conveyed, both
8 in person and via email on September 11th, 2020, that as a
9 result of the Covid 19 pandemic's impact to department
10 travel, live athletic events, and events overall in Las
11 Vegas, along with the closing of Sam Boyd Stadium, current
12 staffing, current staffing levels could not be supported.
13 Mr. Newcomb also responded to her concerns about others
14 being placed in the department. While personnel matters are
15 confidential, he disclosed that the changes in the moves
16 were a result of employees departing the university,
17 coupled with the need to sustain basic building and
18 operations functions, specifically. Mr. Newcomb also
19 apologized to Mrs. Jones, um, and that she felt that she
20 was singled out or being targeted. However, Mr. Newcomb
21 further explained that a significant portion of the
22 university was working remotely, including many staff and
23 faculty in athletics, and reminded Mrs. Jones that 46
24 employees, the 46 employees that are being impacted, some
25 of which continued to work in person, and some didn't. So,

1 this was not a factor. One item that wasn't clarified in
2 the discussion was pinpointing the attempts Mrs. Jones made
3 to resolve this matter before filing a grievance. For
4 clarification, Mrs. Jones received notification on October
5 2nd and filed this grievance on October 19th. Mrs. Jones
6 sent an email to several employees, Exhibit 17, on October
7 11th. However, in her email, there was not a sense that she
8 was requesting a meeting or discussing to engage in any
9 attempts to resolve this matter. The statements Mrs. Jones
10 made were, I refuse to do this, I refuse to do that, and I
11 request hours remain at 40. Mrs. Jones received a general
12 communication on October 14th, October 16th, and
13 specifically addressing her concern on October 21st, 2020.
14 Before the meeting closed, Mr. Newcomb asked, aside from
15 being restored, is there anything else that athletics can
16 consider for Mrs. Jones, in order to resolve her grievance?
17 She did not have a response or other suggestions at this
18 time. It was also discussed that if she had any ideas about
19 other positions she'd be interested in internally or on
20 campus, that either Mike or I, Kelly Rado representing HR
21 would be on board to support her and navigate exploration
22 of that as well as advocate for her. The meeting ended and
23 on November 13th, Mrs. Jones disagreed with Mr. Newcomb's
24 formal response and escalated her grievance to step three
25 with athletics director Desiree Reed Francois. Although

1 Mrs. Jones disagreed, she provided no additional arguments
2 or discussion topics as to why she disagreed with Mr.
3 Newcomb's response. Ms. Reed Francois shortly after
4 contacted Mrs. Jones on November 19th to schedule a meeting
5 with her to discuss her concerns once more. On November
6 23rd at 10:30 AM, Mrs. Jones restated her concerns very
7 briefly to Ms. Reed Francois. Ms. Reed Francois restated
8 what Mr. Newcomb had provided to Mrs. Jones and once again
9 asked if there was anything else aside from restoring her
10 to 40 hours that could be done to resolve this matter. Mrs.
11 Jones very quickly asked if Ms. Reed Francois would buy her
12 years of service out and eliminate the position from the
13 budget. Mrs. Jones also asked if it wasn't an option, then
14 her request would be to eliminate classified and
15 administrative positions in four other units, including
16 facilities, maintenance, human resources, and IT, or
17 eliminate all other administrative assistant positions and
18 other classified positions or implement across the board
19 furloughs. Ms. Reed indicated that she would look into her
20 request for a buyout, declined the request to eliminate
21 positions since this is what the department was trying to
22 avoid from the beginning and informed her that furloughs
23 were always already being implemented by the state and, and
24 she across the board. In reviewing the email Mrs. Jones
25 submitted on December 2nd, 2020, it also seems that she

1 requested to move her grievance forward to an EMC, um, at
2 the end of, uh, prior, sorry, I'm gonna repeat that. It
3 seems as though she requested to move her grievance forward
4 prior to the end of business on the 10th day. Her email was
5 sent to Brie Flores, employee management, committee
6 coordinator and administrative assistant too with the State
7 Department, the state of Nevada Department of
8 Administration for the Division of Human Resource
9 Management on 3:05 PM, requesting to move her grievance
10 forward and did not provide the university the full
11 opportunity and required timeframe to respond. A question
12 that I would've had for Ms. Flores if I had the opportunity
13 to provide witnesses today is if she informed Mrs. Jones to
14 adhere to the timeframe and/or ask that she follow up with
15 her after the allotted timeframe to determine whether or
16 not she still wanted to submit her grievance. Based on this
17 documentation, I have no evidence that the department's
18 timely response was considered or if Ms. Flores or Mrs.
19 Jones followed up to determine if she still wanted to
20 proceed, now that Ms. Reed Francois responded timely. It
21 seems as though Mrs. Jones' grievance was accepted by the
22 state prior to UNLV having a fair timeframe to respond.
23 Additionally, on December 3rd, I received an email from Ms.
24 Flores at 10:36 AM, informing me that Mrs. Jones was having
25 a hard time getting all of the documents together for her

1 grievance from the supervisor she submitted it to, and if I
2 had a copy. She also thanked me for any help and stated
3 that Mrs. Jones is supposed to send it to her as soon as
4 she gets a response, but that Ms. Flores did not want her
5 missing the date due to that. It seems as though Mrs. Jones
6 was not truthful in the statement that she made, that there
7 was no assistance or support, but she was given
8 preferential treatment and that she was able to submit her
9 grievance forward before the department was able to
10 respond. And now you UNLV was being asked to provide all of
11 the documents to Ms. Flores on her behalf. Per the
12 grievance policy enlisted on page three of the HR50 form,
13 the grievance is responsible for maintaining all copies of
14 the documentation he or she provided for his or her records
15 and for filing at the next step in the grievance per
16 procedure, including attaching all previous responses when
17 submitting the grievance to the next step. Mrs. Jones made
18 no attempt to request any documents from myself, her
19 department, or Mr. Newcomb to escalate it to the next step.
20 After Mrs. Flores's request, there was an exchange of no
21 less than 20 emails with Ms. Flores to ensure that UNLV
22 provided anything that she asked for as relates to Mrs.
23 Jones' grievance, and UNLV participated and communicated
24 with the state and Mrs. Jones willingly without an issue as
25 a result of our respect for this process. In response to

1 Mrs. Jones' pre-hearing statement submitted to the EMC on
2 page one, Mrs. Jones pre pre-hearing statement, she seeks
3 remedies that were not requested in her original grievance
4 on October 19th, 2020. In her initial grievance, she
5 requested the following, specifically, revoke her leave of
6 absence, apply the leave of absence across the board,
7 eliminate Sam Boy employees and be reassigned. On March
8 16th, 2021, Mrs. Jones was assigned to the business affairs
9 division to have her restored to full-time status on behalf
10 of the human resources advocacy for this department and
11 the impacted employees, and was fully restored on July 1st,
12 2021, to her, um, sorry, the leave of absence was revoked.
13 Based on her grievance, we were able to comply and
14 accomplish two of her requests well in advance of this
15 hearing. However, in Mrs. Jones pre-hearing statement, she
16 makes new requests for resolution. In response to this
17 request, Mrs. Jones is seeking new remedies outside of her
18 original grievance and that fall outside of the purview of
19 the EMC, which you have previously discussed. I have
20 nausea, so I'm not going to go into that again. But in her
21 grievance, Mrs. Jones seeks the following from the EMC,
22 back pay to make the employee whole, changes to the Nevada
23 Administrative Code NAC284.580, changes to how to declare
24 and who can declare financial exigency, changes to human
25 resources handling of formal grievances, self-supporting

1 budget rules need to be enforced. Um, and, and I just wanna
2 clarify that the EMC as well as UNLV can only make
3 recommendations relating to personnel matters and
4 administration. So, um, I I don't wanna beat that into, uh,
5 the ground. Um, in essence, Mrs. Jones is submitting new
6 material and request for consideration outside the state of
7 her initial grievance. Mrs. Jones fundamentally asserts
8 that because her wages are state appropriations and not
9 self-supporting, that athletics somehow diverted state
10 earmarked wages to self-supporting budgets. Anything else
11 Mrs. Jones raises is outside of the scope of her grievance
12 before the EMC. Mrs. Jones claims that HR and UNLV
13 athletics provided zero evidence of our need to use the
14 Nevada Administrative Code 284.580, another statement that
15 is in unequivocally untrue. First, it is not the
16 responsibility of human resources to provide anything as it
17 relates to personnel matters. Decisions are made by the
18 appointing authorities, and this HR's responsibility to
19 ensure policies and processes are followed. Secondly,
20 documentation was provided to the necessary port parties in
21 order to make the determination and secondary information
22 and documentation was provided to faculty and staff through
23 a variety of Town Hall and UNLV official, um, UNLV official
24 documents discussing cuts and impacts to UNLV. When the
25 governor, the chancellor, and the president are making

1 public announcements daily via news and other publications
2 regarding the exponential increase in unemployment,
3 discussing steep budget cuts and financial impacts to the
4 state in higher education, I am uncertain how anyone can
5 think they are protected or make the claim that no evidence
6 was provided. On behalf of athletics, documentation was
7 submitted to Peter Long, administrator for the Division of
8 Human Resources Management, and the state directly approved
9 this personnel action. If at any point in time any
10 additional information or documentation would've been
11 requested, undoubtedly it would've been provided. The
12 documentation provided an argument related to Mrs. Jones'
13 statement that UNLV had a lack of urgency related to
14 financial decisions is again, untrue, and the documentation
15 does not show anything other than what other states did.
16 Since portions of UNLV's policies and processes are
17 governed by the state of Nevada and <inaudible>, we are
18 bound to adhere to those policies and processes and respond
19 to matters based on how our state and agency is being
20 impacted. It is true that UNLV's original discussions were
21 around layoffs. However, there wasn't an official plan. It
22 was a discussion, and the reason for not doing that was,
23 again, to retain employees. That since day one has been the
24 focus and goal for athletics. Athletics was hopeful that at
25 any time students would return to campus, sporting events

1 would start, and then other events to follow. Mrs. Jones is
2 concerned about retaining staff, had nothing to do with
3 whether they were part-time or temporary, and absolutely
4 nothing to do with seniority. Mrs. Jones has provided no
5 true evidence to justify this claim. And Mrs. Jones's
6 fourth request, she states that there are no employee
7 advocates as human resources will not assist or defend the
8 employee and outside attorneys. <inaudible>, this as an
9 internal matter without representation, this leaves the
10 employee to, um, argue against train's attor, trained
11 attorneys. Additionally, she states that I, Kelly Sharodo,
12 was the force behind implementing the provision, Nevada
13 Administrative Code 284.580 and should have recused myself
14 from the grievance process. This is another position that
15 has no factual bearing and is, is untrue. Human Resources
16 will absolutely assist employees in this process, and we
17 have done so on multiple occasions in the past. In some
18 instances, encourage, encouraging and providing
19 documentation to the employee and for the employee as we
20 have assisted Mrs. Jones in this case, by providing the
21 state all of the necessary documentation so she may advance
22 her grievance. Secondly, Mrs. Jones never requested
23 assistance from myself or any member of human resources.
24 Lastly, in my previous role as a director for employee
25 relations, I, in no way, shape, or form obtain or hold any

1 power over personnel matters or decisions such as these.
2 The decisions for all personnel matters reside with the
3 appointing authority and are left to their discretion. In
4 most cases, this authority lies only with the president of
5 UNLV or his delegate. Sorry, I lost my page here. Um, in,
6 no, in most cases, this authority lies only with the
7 president of UNLV'S delegate. In no cases am I delegated
8 any authority over these matters. Again, the role of HR is
9 to ensure policies and processes are followed, and my only
10 role in the document obtained by Mrs. Jones through the
11 record request was to simply submit the document to Mr.
12 Jones, uh, Mr. Long on behalf of the department. Another
13 false narrative that Mrs. Jones alleged is that we never
14 provided her a response to why it was our understanding
15 this matter was not grievable. We discussed this matter
16 with Mr. Jones, Mrs. Jones on at least two occasions, and
17 explained to her that we sought input from the state on
18 this matter, and we were advised that since this matter
19 must have authorization from the administrator for the
20 Division of Human Resources Management, that it is not
21 grievable, and that even so, we could continue to engage
22 with Mrs. Jones to try to resolve this internally.
23 Regardless of Mrs. Jones' perspective, we engaged with her
24 in a good faith effort and did engage in this grievance
25 process and try and resolve this matter with her. My

1 summary for the position statement is the facts of the
2 matter. It's not my closing, it's just a summary. The facts
3 of this matter show that the underlying grievance lacks an
4 understanding of how budget and finances work, as well as
5 an inability to see the bigger picture and how this matter
6 fits into the bigger COD wheel of why we are here, our
7 students and our student athletes. The fact of this matter
8 is that Mrs. Jones was not laid off and was approved to
9 work from home beginning March 2020 without question,
10 without requesting she provide documentation and without
11 retribution. During this time, UNLV athletics was extremely
12 flexible with their employees, but they were also
13 transparent. It should have been no surprise to that, to
14 anyone that there was a significant financial impact to
15 athletics because the individuals that were impacted,
16 including Mrs. Jones, had minimal work as a result of the
17 pandemic for eight months, without any changes to staffing
18 levels and salaries. There was simply little to no work,
19 and instead of laying people off, as there were always a
20 hope of returning, a leave of absence without pay was
21 implemented with a goal to retain as many employees as
22 possible. The narrative that athletics surreptitiously made
23 this decision to harm specific employees or that they
24 somehow diverted funds or moved budgets is absurd. At a
25 time where the institution's budgets and funding for

1 departments were at the most scrutinized and being looked
2 at with a microscope by multiple levels of UNLV and
3 <inaudible> organization would not be a time to
4 intentionally or willfully try any funny business to spare
5 part-time or temporary employees. Mrs. Jones request for a
6 buyout, um, all, although we thought was not a reasonable
7 one, she did make this request multiple times. Otherwise,
8 we met the other request she made. We found other
9 placements for her on campus and did restore her, in less
10 than six months. We also believe it is her intent to try
11 and paint a picture of incompetent management and unfair
12 treatment. We contend that the supporting documentation
13 that Mrs. Jones provided herself only highlights the
14 efforts that athletics made to try to retain employees and
15 following, being impacted diligence, identifying them work
16 on campus and essentially restore them to a hundred
17 percent. Employee complaints, again, are taken very
18 seriously by the university. We strive to assure that our
19 employees understand what is expected to them. We endeavor
20 to keep lines of communication open so that issues can be
21 addressed and resolved at the lowest possible level. We
22 also strive to assure that employees understand their role
23 and how they play into a bigger part while performing a
24 service for the university. In this particular situation,
25 at in situation, athletics made a good faith attempt to

1 resolve this grievance at the lowest level. Mr. Newcomb,
2 Mr. Ms. Reed, and I endeavored to discuss the concerns with
3 Mrs. Jones to no avail. Mrs. Jones has been specifically
4 advised of the extents athletics went through before making
5 this decision. This can be evidence by the submission of a
6 transcript pertaining to this matter where it was fully
7 laid out, what happened, why, and how these decisions were
8 made at a hearing with the state of Nevada, <inaudible>,
9 UNLV athletics and AFSCME local 4041, and we prevailed. Yet
10 she still makes allegations that do not have factual
11 evidence or backing. We understand no doubt this matter has
12 been difficult for all involved, not only employees of the
13 institution, but our students and the entire state of
14 Nevada. We believe, however, that athletics addressed the
15 matter appropriately, carefully, and handled this matter
16 with professionalism. Thank you.

17 CHAIR: All right. If, if both the grievant and the
18 and the university will indulge me on this, I think we can
19 skip opening statements. I think everybody in the room gets
20 it unless anybody has an objection.

21 MR. JONES: Closing.

22 WEISS: Mr. Chair, are you referring closing
23 statements?

24 CHAIR: I was referring to closing statements. Yeah,
25 I don't think we need 'em, but anybody thinks we do. I'll

1 listen to that argument.

2 WEISS: and Mr. Chair, I I don't want to, uh, the
3 parties have an opportunity to question each other if
4 they're, if they have que, you know, cross-examination, um.

5 CHAIR: True.

6 WEISS: I don't wanna deprive anybody of their right
7 to do that. If they said if anybody has.

8 CHAIR: All right. That's true. If anybody feels the
9 need to cross-examine anybody else, that would be the time
10 to talk about it.

11 UNK: I have no questions for Mrs. Jones.

12 MR. JONES: I do. So, uh, you specifically just said
13 that you gave us every piece of document we asked for, and
14 that's a lot, because we asked for the PDF attachment that
15 you sent to Peter Long and you said, no, we couldn't have
16 it. So, I had to obtain it through a public record request.

17 SHARDO: So, my, my specific statement was that I
18 provided the state everything that they asked.

19 MR. JONES: No, no. You, we, you said you provided us
20 with any documentation.

21 SHARDO: Related to this grievance. Yes. Anything
22 that I was.

23 MR. JONES: Asked for.

24 SHARDO: Anything that I was able to provide you, I
25 legally I provided you.

1 MR. JONES: No, you didn't. And just literally, I had to
2 do a, a public record request to get the document that we
3 sent an email for to get. I'm just saying.

4 CHAIR: So, can we continue that?

5 MR. JONES: I, the second, the second I have another
6 question. So, the next, next question I have is, uh,
7 would've been to Desiree Reed Francois. Uh, the suggestion
8 to eliminate four units was not a suggestion to eliminate
9 them. It was a suggestion to stop duplicating them. Uh, you
10 know, having two, uh, campus HR and then athletics HR, it
11 was a duplication of services. Uh, having campus
12 maintenance and athletics maintenance is a duplication of
13 service. Uh, there, there's just, there's duplications and
14 that duplication of services is wasteful in my opinion.
15 And, uh.

16 WEISS: Mr. Jones Jones, this is this, this is
17 cross-examination.

18 MR. JONES: Right.

19 WEISS: You're asked questions if you have
20 statements to make.

21 MR. JONES: Well, Desirees not here to answer questions,
22 and that's the final grievance.

23 WEISS: You can only question the agency. They, they
24 represent the agency. So, any questions you have for.

25 MR. JONES: Right. So that, that was my question, is

1 that that's, it wasn't a true statement. Uh.

2 CHAIR: So that wasn't, that was a statement, but,
3 okay. We'll, we understand your feelings today.

4 MR. JONES: I, I can't, I can't ask a question to a
5 person that doesn't exist, and Mike wasn't, was it Mike
6 didn't send the email, so you can't ask him about it.

7 UNK: I can answer that.

8 CHAIR: Okay. Go ahead.

9 UNK: Yeah, that's not as easy as said and done
10 duplicated those services. I mean, if you're, if you're
11 looking at it in two different ways, campus already
12 services what they do. They need extra bodies to do that,
13 and they're not gonna do that for free. So, it's not really
14 a savings there. We have three in our own IT department
15 that handle 11 buildings. It's not just as simple as say,
16 hey, cut all that out, and campus can pick that up. It
17 doesn't work like that. Same with maintenance, same with
18 hr. Every department on campus has a subsidiary that
19 reports to HR inside the department. Same with IT and
20 maintenance.

21 MR. JONES: I think the implementation of pros across
22 the board for the department. Uh, at what point did the
23 board of Regents implement that?

24 UNK: That's a good question. Discussions from my
25 understanding had been happening since April, May, June,

1 what they were gonna do, but they did not make anything
2 official until after July.

3 MR. JONES: So.

4 UNK: And, and even almost to the end of the, the
5 fiscal, the calendar year.

6 MR. JONES: So, what other methods of saving money from
7 labor were implemented?

8 UNK: I don't know how this question is relevant
9 to the determination.

10 MR. JONES: I, I, were part-time workers release or
11 student workers.

12 CHAIR: Okay. Uh, we can parse these questions out
13 all day. It's not gonna get us any further, I don't think.

14 UNK: Right.

15 CHAIR: So, um, you have, you, the grievant and the
16 representative have serious concerns about the UNLV nobody
17 runs into budget. That's why I don't look at budgets,
18 because if I did, I have more gray hair than I do. Uh, but
19 we understand that. Um.

20 GEYER: Chair, um, I have a question for, um, the
21 agency.

22 CHAIR: Member Geyer has a question for the agency.

23 GEYER: So, uh, Sandie Geyer for the record. Um, I
24 have a couple of questions, um, that I'm looking just for
25 some clarification. Um, it, it, it appeared to me that,

1 that there, that you did offer other positions to these 46
2 individuals to now, were these positions offered at a full-
3 time or were they offered at part-time or were they a
4 combination of a current position and a half-time position
5 in order to make them whole?

6 UNK: Can you speak to that?

7 UNK: Yes, that is correct. The ladder that it
8 would make up the balance to put them at 40 hours a week,
9 correct.

10 GEYER: Okay. So, was Mrs. Jones offered a second
11 position to make her whole for those 40 hours?

12 UNK: Yes. And she worked the, the, that position
13 40 hours.

14 MR. JONBES: So, she was working 18, 2 9-hour days for
15 business affairs at, at UNLV.

16 GEYER: Okay. And if I also may clarify that during
17 that time she was teleworking?

18 MR. JONES: Yes, correct.

19 GEYER: So, was she then making her her salary at 40
20 hours?

21 MR. JONES: Yes. And again, so there was an email sent
22 to Teresa Downing the HR at, uh, UNLV athletics, which then
23 forwarded it to her supervisor. So, it took two weeks to
24 get the notice to Mrs. Jones.

25 GEYER: Okay. So can you tell me then, for what

1 duration of time she was not working for 40 hours.

2 MR. JONES: From October 15th until March.

3 MRS. JONES: March 16th, 2021.

4 MR. JONES: March 23rd because there was a week
5 <inaudible> emails.

6 GEYER: Okay. So, for clarification, was that
7 because there was no other halftime positions available?

8 MR. JONES: There were there, there were additional
9 part-time positions in the business office in athletics.

10 CHAIR: Were they offered to you?

11 MR. JONES: There were two, bus, it's in email. Two
12 business.

13 LEATHERS: Uh, chair. May I ask a question, Leather?

14 UNK: Sorry, what's that?

15 UNK: Go ahead.

16 CHAIR: If there were other positions where they
17 offered to you, this what that question is for the
18 grievant.

19 MR. JONES: No, they were being filled by temp part-time
20 student workers.

21 SHARDO: That's not accurate.

22 UNK: Chair, may I ask a follow up, please?

23 CHAIR: Yeah, go ahead.

24 UNK: So, um, uh, this, this is a question to the
25 employer, to the agency. So, um, are student workers part

1 of, um, that work in athletics? Is that part of a financial
2 aid or is it just straight part-time work?

3 SHARDO: It's, it's, it is part of financial aid.

4 UNK: And, um, as as that, if you were to lay off
5 those part-time student workers, would that have an impact
6 to their, uh, financial aid to continue their education?

7 SHARDO: I'm, I'm not able to make that determination
8 because I'm not an expert in the financial aid office, but
9 it wouldn't not do anything to the student employment.
10 It's, they're usually getting discounts or some sort of,
11 uh, uh, program benefits that they're working. So, they get
12 a cost, uh, savings on their, um, uh, tuition.

13 UNK: Thank you.

14 THOMPSON: I have a question. Thompson, for the record.
15 If a student worker was laid off the money that you would
16 have paid them, would that have gone into her budget?

17 SHARDO: No. No. And student workers weren't laid
18 off. And for clarification, there weren't any part-time
19 positions available in athletics. At the point in time that
20 we, um, uh, sorry. At the point in time athletics provide
21 the notice in October before then, during that time and
22 following then, my office athletics and the business
23 affairs office worked very closely to get folks staffed as
24 soon as possible. There's a matter of contractual
25 obligation and legal and all sorts of things, but we pushed

1 as hard as we could to get folks working in, in other
2 areas. If there were other part-time options available in
3 athletics, absolutely those would've been offered. But
4 there weren't, there were none.

5 LEATHERS: Christine Leathers for the record. I have a
6 question, another question.

7 CHAIR: Go ahead.

8 LEATHERS: What is the, the size of UNLV as far as, um,
9 so athletics is its own entity within the UNLV umbrella,
10 correct?

11 SHARODO: Correct. And it has its own budget as well.

12 LEATHERS: Okay. It, it, would that be true for, um,
13 and I apologize if you can't answer this question, I'm just
14 thinking of is that would be true for any of the separate
15 entities similar to athletics?

16 SHARODO: So, the way that we sort of look at the UNLV
17 system is sort of like an onion and inside the UNLV, each
18 department division has its own operating budget and
19 whatnot. Sometimes they're connected to the general, but
20 sometimes they have their own, sometimes they get funds
21 from elsewhere, but each unit operates as an independent
22 with its own guidelines, processes, policies, and
23 procedures.

24 LEATHERS: Perfect.

25 SHARDOD: And does that answer the question?

1 LEATHERS: Yes, ma'am. It does. And so, would it be
2 fair to say that this reduction, um, did not just apply to
3 UNLV athletics? It potentially applied to the multiple
4 layers of onions across the campus.

5 SHARODO: Confidentially, we were having this
6 discussion with numerous departments across campus.

7 LEATHERS: Thank you.

8 SHARDOD: This was not just athletics.

9 LEATHERS: Okay.

10 MR. JONES: Did I have a question? Did any other of the
11 onion layers implement NAC284.580?

12 SHARDOD: They did not.

13 MR. JONES: And.

14 SHARDOD: Because they have the, their own decisions
15 and own appointing authorities to make those decisions.

16 UNK: Chair, I have a follow up. So as, as Mr.
17 Jones asked, um, so kind of along that each, each unit
18 makes their own decisions based on their own individual
19 budget and has no implications against what the athletics
20 is doing. Would that be correct?

21 SHARODO: Yes.

22 UNK: Thank you.

23 UNK: Chair, I have some questions. Basic, very
24 basic questions that I'm missing information on.

25 CHAIR: Go ahead.

1 UNK: How many admin three positions were in the
2 same classification.

3 SHARODO: Same, same budget as her?

4 UNK: Yeah.

5 UNK: Three.

6 UNK: And were all three cut?

7 UNK: Correct.

8 UNK: If Thomas and Matt and Sam Boyd, admin A's,
9 all within the same budget or.

10 UNK: Yes.

11 UNK: So were the, out of the three, was that
12 Thomas and Matt Admin A, as well as Sam Boyd's.

13 UNK: And Athletics, cause we all report up
14 through the athletic umbrella. There was two food and
15 beverage admin <inaudible> and, and Karen.

16 UNK: Okay. Was, was Mrs. Jones offered any work
17 that she declined, part-time work that you are aware of?

18 UNK: I don't believe so.

19 SHARODO: No, I don't believe so either.

20 UNK: Okay. I believe that's all my questions.

21 GEYER: Sandie Geyer for the record, I have a
22 question for Mr. Weiss. Can I ask the agency if they have
23 received any other grievances with regards to the same
24 similar situation as Mrs. Jones?

25 SHARODO: That was actually in my closing, so I'd be

1 happy to answer that.

2 WEISS: If the agency's willing to answer that,
3 then.

4 SHARODO: Yep. That was actually in my closing
5 argument. This is the only one.

6 CHAIR: Well, I don't know. The committee feels
7 about this. And, uh, Mr. Weiss, please step in and stop me
8 if I'm doing something wrong. But I think we've heard
9 enough to, um, start deliberating on this.

10 WEISS: I, I would, I would ask that the parties
11 would like to make a closing statement that they be given
12 that ability to, just that we're following the.

13 CHAIR: I, I asked both parties to keep it brief,
14 please. First go with grievant Jones. Do you have a closing
15 state here?

16 MR. JONES: Uh, so, so I know the, the rosy picture that
17 they, they actually worked really hard to do this, but I
18 wanna go back to seven months between, we thought about it
19 to, we gotta cut you. I understand. I don't, there was a
20 lot of uncertainty, but as good management plan, you do the
21 worst you have to do. Now, could they have sent letters to
22 all of their professional staff and said, we're going to
23 reduce your budget by 5%, July 1st?" Absolutely. If they
24 were planning it, did they have to do it? Absolutely not.
25 If they decided to, but they would've had the option, but

1 they waited and we, and continued to spend money on
2 athletics. I would, I would off, offer that self-supporting
3 budget rules state that they must have their own budget to
4 support their own staff. So, without the events, then she
5 says self-supporting budgets, self-supporting budgets
6 actually paid her wages. But Mike Newcomb said, we can do
7 whatever we want, the state money for scholarships or
8 whatever. We don't have to do it, just for her wages. So
9 which one is it? I would also argue that equably, the word
10 classification is incorrect. If you used classification as
11 the grouping of events and, uh, travel services, then you
12 can't use it as title and position. So, Mike says its title
13 and position, that's what your letter sent. I applied
14 equally to the title and position, not, not to the
15 classification of events. So, I, I that con is a confusing
16 part of the code itself. Now, the additional, ram, ram, uh,
17 request for resolution, not necessarily something that you
18 should do, but it should be a recommendation that this be
19 clarified for future issues. Right? Not, not that it
20 matters to us. We don't care, right? Uh, options that we
21 provided were how do, how do you're not offering us work.
22 So how do I get to point, how do I, how can we resolve
23 this? Because there's no communication. Couple emails, but
24 there wasn't it, the original email said HR would reach out
25 to her within two weeks. That didn't happen. So, I, I mean,

1 I'm finding this, we are forthcoming, and we did everything
2 we were supposed to, really isn't true. It looks good and
3 we saved all the jobs and everybody's back together, right?
4 But the only, you know, that's great, but it still doesn't
5 look good, and it doesn't act good. It doesn't feel good.
6 And the people that told us that this was okay are the
7 people who made the decision. The people that never offered
8 us the actual resolution of, hey, we could probably use you
9 in business, in our business office doing some workday
10 stuff, but instead we have temporary. So, there's two work
11 programs, by the way, for student workers. There's a
12 regular work program and then there is a financial aid work
13 program. Don't know which ones they are, but Desiree Reed
14 was tooting the horn of two of them working part-time in
15 the business office doing workday, which Karen is good at.
16 So, it's not unheard of. And you know, the process, if you
17 did a layoff, those people go first go and there was
18 federal charisma money for underprivileged financial aid
19 for the less fortunate, financially strapped students. UNLV
20 accepted 23 million of them, 11 million of it was earmarked
21 directly to those students. So that student that lost that
22 position couldn't work, would've been made whole by the
23 CARES Act. So, you know, those things, the equity, the
24 finding of work, the six months to a year of figuring out
25 how to get her back to work or get those extra 18 hours,

1 that's a, you know, the timeframe is, blows my mind if it's
2 such a fiscal state of <inaudible>, right? Karen sent an
3 email the week before to everybody asking how can I get
4 more work. How can I fix this? Help me out. 40 emails. This
5 is 40 different people, zero responses. Zero. That just
6 like she was left out on the cold. It is what it is. Go
7 away. And that is just not equitable. And that's not how
8 you treat employees anywhere. I don't, I don't care. I
9 mean, I, I was unemployed, but I, this is not about me. I
10 was let go because our company didn't have any money.

11 CHAIR: Okay, sir, I'm sorry, but, um, but I said
12 brief. We need to get this wrapped up just so we can move
13 on.

14 MR. JONES: Okay, I'm done.

15 CHAIR: Okay. Uh, how about, does the agency have a
16 response or a closing state?

17 SHARODO: I promise I will keep it brief.

18 CHAIR: Briefly.

19 SHARODO: <laugh>. Um, in closing, there is no reason
20 that Mrs. Jones alleged that makes sense as to why her
21 employer would place her on a leave of absence without pay
22 to try and push her out only to turn around and obtain
23 other employment for her, and then shortly after, restore
24 her a hundred percent. If Mrs. Jones truly believes that
25 athletics was trying to get rid of her or not provide her

1 seniority to all of her points, we could have eliminated
2 those positions and laid off employees. However, that was
3 not the case. In fact, during this pandemic, the only
4 employees that we lost were those who chose to leave on
5 their own and no layoffs were implemented. While the
6 decision and effects of this and effects of this decision
7 were not easy or favorable ones to make, Mrs. Jones's
8 allegations related to state appropriations and self-
9 supporting budgets are simply not true or reflect half-
10 truths. Her allegations of being targeted for a multitude
11 of reasons are unfounded and embellished. It is our
12 understanding that tourism was another state agency that
13 utilized this provision. However, during the pandemic, I'm
14 certain we all saw the advertisements to draw tourism back
15 to Las Vegas. I'm certain that most of their employees did
16 not scoff at the money spent on those advertisements as
17 they understood that an expenditure like that is an effort
18 to have more people return to Las Vegas. And in turn, jobs
19 are not lost. While this analogy may not be exactly what
20 occurred with athletics, the sentiment behind financial
21 decisions was student focused and forward facing.
22 Additionally, only one out of 46 employees filed a
23 grievance. Only one. The union brought a case for five
24 employees and did not prevail all on this same issue. I am
25 truly, Karen, I am truly sorry that we are here, but joyful

1 that events are back, and employees are restored. However,
2 the fact of the matter is that athletics is still a year to
3 18 months out before things actually pick up again in
4 accordance with Nevada, um, NAC284.580 athletics complied
5 with the provisions and sought clarity from the state to
6 ensure compliance. If I may speak candidly, I believe Mrs.
7 Jones wants athletics to be the bad guy here. When it comes
8 down to impacts employees feel financially, it is not
9 unreasonable to feel angry. In fact, there are thousands,
10 maybe more of angry Nevadans that lost their jobs were
11 impacted and some even became homeless during this
12 pandemic. I get it. I also acknowledge that there was room
13 for improvement during this time. But to that extent, I
14 think even the governor himself would say the same thing.
15 We all did the best that we could. No one had a playbook to
16 navigate this pandemic and athletics and UNLV did the best
17 with the worst. We did everything we could to retain
18 employees. There is no bad guy here. There is no
19 surreptitious activity to specifically harm Mrs. Jones. We
20 hope that she understands that as she continues to be a
21 valued part of athletics. And we hope the committee sees
22 that as well. Thank you. I do wanna thank the committee
23 very much for their time and patience hearing this matter
24 today and understand how difficult this is. Thank you.

25 CHAIR: Thank you. Both signs on this.

1 THOMPSON: Uh, Tracy. Hi, this is Sherri. This is.

2 CHAIR: Thompson. Go ahead.

3 THOMPSON: Uh, I have a question. I don't know if it's
4 appropriate, if I can ask it now.

5 CHAIR: Go ahead.

6 THOMPSON: If it's too late, uh, for the claimant, did
7 you file for unemployment during this period of time?

8 MRS. JONES: Yes, I did not qualify.

9 MR. JONES: Because \$7 too much.

10 MRS. JONES: <laugh>. I, I, I don't make very much
11 make \$7 too much shows you.

12 THOMPSON: Okay. That was my question. That's all.

13 CHAIR: Are there any other questions? How does
14 everybody feel about starting deliberation on this matter?
15 Anybody?

16 GEYER: Sandie Geyer for the record. Um, I, I would
17 like to make a couple of comments, uh, just for everyone.
18 Um, you know, we all, this is not my second, this is my
19 second rodeo with, uh, with furloughs. Um, yeah, we, you
20 know, had gone through, um, salary freezes. Um, we were
21 adding point at, at some time ago where, uh, we had a
22 hiring freeze. Uh, we lost longevity compensation. Um, and
23 when, you know, when I look back at that, um, it took me
24 almost six years to finally get to a point where I was
25 almost close to being made whole. So, Mrs. Jones, I just

1 want you to know, I, I totally sympathize with where you're
2 at and your situation. Uh, I think that when we look at our
3 employer, we do not believe that it is the employee's
4 position to be put, um, basically on the offering table to
5 balance the budget for the employer. I think that, you
6 know, there's a lot of things that we could relate to that
7 we could relate our personal finances. You know, it's not
8 the bank's responsibility if we have missed payments or
9 that type of thing. It is the responsibility of the
10 individual. Um, I do believe that every agency was in a
11 scramble mode. I do believe that every agency was caught
12 off guard. I think that there were a lot of misconceptions,
13 if you will, with regards to, oh, this is only going to
14 last for a month, and then here we are, you know, still
15 trying to come back, if you will, 18 months later, we're
16 still feeling the effects. And in all honesty, it's not
17 over it. It's, it's not over yet. We hope that it'll be
18 over soon, but, um, it's just, it, it, there is so much
19 that is out of the control of any unit, any entity, any
20 employer, um, any individual that, you know, we all have to
21 kind of understand that there are circumstances that are
22 beyond all of our control. And, you know, I, I, I, I feel
23 very strongly about, about furloughs. I, I am, I am an
24 employee that I do not think that they should ever be a
25 part of a resolution for a budget fix. Um, but, you know,

1 the only way for that to be fixed and down the road is
2 legislatively. So, um, I, I want to go back in, unless one
3 of the other committee members has more comments to make,
4 um, in the deliberation. But I do wanna go back to that
5 motion that my colleague in the south had started earlier
6 and see if we can't embellish a little bit more on that so
7 that we can, while we can't necessarily fix this particular
8 situation, maybe we can help, um, help generate something
9 for the future that, that might be a little bit better for
10 both parties.

11 UNK: Can we reread that motion?

12 GEYER: I, I've written a couple of motions.

13 MULTIPLE: <laughs>.

14 GEYER: I have like three motions that I've written
15 down. So, which, um.

16 MR. JONES: I think it was the one about where your rec
17 make a rec denying and that rec make a recommendation.

18 Yeah.

19 GEYER: So, I have a, a motion to deny the grievance
20 on the basis that all classified and unclassified state
21 employees are mandated to furlough or take a 5% pay cut.
22 The 31st special session mandated all state agencies,
23 including higher education, um, to determine how to
24 implement reductions. The state as well as the world was
25 facing unprecedented times why we sympathize with the

1 grievance reductions impacted whether in payer position
2 across the state.

3 MR. JONES: That was the one.

4 GEYER: Or I have another one. Motion to deny
5 grievance due to decision by legislature during special
6 session implementing budget cuts and on the basis the
7 reduction was reviewed and approved by DHRM.

8 MR. JONES: Oh, the next one.

9 GEYER: That's, that's all I got. The other one I
10 came off of the top of my head.

11 MR. JONES: Oh.

12 MULTIPLE: <laughs>.

13 GEYER: I don't think I wrote that one down.

14 UNK: Do we have that written down anywhere? What
15 that was, it's, there was a partial in it.

16 UNK: Yeah, it was two parts.

17 UNK: Oh. Or was it, um.

18 UNK: Motion to deny great grievance on the basis
19 of being outside of the EMC's jurisdiction and make a
20 recommendation to the employer to provide better
21 communications in the future.

22 UNK: More clarification and the, the description
23 of, of, uh, the differences between self, self-reporting
24 and yeah, the other, the other.

25 UNK: What?

1 UNK: Was that, was that what that was?

2 UNK: Is that a friendly amendment?

3 CHAIR: No, I think we should keep it as vague. I
4 mean, during the agency to provide better communication
5 and, um, for transparency. Would that work?

6 UNK: Can you repeat that?

7 CHAIR: I think we should make it, we should, uh,
8 during the agency to, in the, in the God for sake event
9 that they should ever happen again. Uh, um, make an effort
10 to provide better communication and more transparency
11 where, where possible.

12 UNK: Has that additional language to denying the
13 grievance. Is that, does that make sense?

14 CHAIR: Anybody want to write that down?

15 UNK: Las Vegas.

16 UNK: I think, uh, I think Todd is writing it
17 down.

18 UNK: Okay.

19 MULTIPLE: Thanks Todd.

20 CHIAR: Thank you, Todd.

21 WEISS: Of course. All right. I got something
22 written down if you would like to hear it.

23 CHAIR: You can pass it to your member and have them
24 take a look at it? The member, after making the motion.

25 UNK: Sorry.

1 UNK: That's alright.

2 LEATHERS: Um, Chief Leathers for the record, motion to
3 deny grievance. What number is that?

4 JOHNSON: Nora Johnson for the record, um, the
5 <inaudible> systems, UNLV, et cetera, they don't use
6 <inaudible>. So, they're not given <inaudible> numbers.
7 They're just considered the paper grievance of Karen Jones.

8 CHIAR: Karen Jones.

9 UNK: Okay. Okay.

10 LEATHERS: Uh, Chief Leathers for the record. Motion to
11 deny grievance but recommend that if a fiscal emergency
12 occurs in the future, that the agency make all efforts to
13 utilize better communications and transparency regarding
14 budget, teaming and staffing changes that may need to be
15 implemented as a result to employees.

16 CHAIR: Do we have a second on that motion?

17 THOMPSON: Thompson, second.

18 CHAIR: Give a motion to second. All in favor of,
19 uh, of passing the motion.

20 UNK: Aye.

21 CHAIR: Please say aye.

22 MULTIPLE: Aye. Aye. Aye. Aye.

23 CHAIR: Motion to deny grievance as the carries. Uh,
24 um, that would, we understand that, uh, nobody won here and
25 we're sorry everybody had to go through it, but I hope, uh,

1 that's as good as it can get. Uh, with that, the next thing
2 on the agenda would be public comment and the north has no
3 <inaudible>. Does the North have a public comment?

4 UNK: No public.

5 CHAIR: Hearing none, this meeting is hereby
6 adjourned at 1:30, 1:36.

7 MULTIPLE: Thank you. Thank you. Thank you everyone.

8 CHAIR: I got through it my first meeting.

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10 *** END OF MEETING ***

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