

STATE OF NEVADA  
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

CLARK COUNTY CLASSROOM TEACHERS  
ASSOCIATION

Complainant,

vs.

CLARK COUNTY SCHOOL DISTRICT and  
BARRY GUNDERSON,

Respondent.

ITEM NO. 398

CASE NO. A1-045607

ORDER

CLARK COUNTY SCHOOL DISTRICT,  
Cross-Complainant,

vs.

CLARK COUNTY CLASSROOM TEACHERS  
ASSOCIATION,

Cross-Respondent.

For Complainant & Cross-Respondent:

Sandra G. Lawrence, Esq.

For Respondent & Cross-Complainant:

C.W. Hoffman, Esq.

Pursuant to its deliberations on October 23, 1996, the Board has determined that the Association has processed a grievance which is substantially the same as the instant Complaint.

As set forth in Education Support Employees Association vs. Clark County School District, EMRB Item No. 288, Case No. A1-045509, (3/11/92), it is the Board's policy to encourage parties, whenever possible, to exhaust their remedies under the contractual dispute resolution systems contained in their collective bargaining agreements before seeking relief from the EMRB. Thus, where the parties have not exhausted their contractual grievance arbitration remedies, the Board will not exercise its discretion to hear a complaint unless there is a clear showing of special circumstances or extreme prejudice. [See, I.A.F.F., #731 vs. City

1 of Reno, EMRB Item No. 257, Case No. A1-045466 (2/15/91)]. N  
2 such showing of special circumstances or extreme prejudice,  
3 been shown to exist in the instant case.

4 The Board will not take jurisdiction in a matter which is  
5 clearly a contract grievance ripe for arbitration. The Board's  
6 position is well-established. In this regard, see Clark County  
7 Classroom Teachers Association vs. Clark County School District,  
8 EMRB Item No. 130, Case No. A1-045351 (4/29/82) and Clark County  
9 Classroom Teachers Association vs. Clark County School District,  
10 EMRB Item No. 203, Case No. A1-045408 (3/16/88), as well as  
11 I.A.F.F., #731 vs. City of Reno, supra.

12 IT IS HEREBY ORDERED, for the reason set forth above, that  
13 the Complaint be, and hereby is, remanded back to the parties for  
14 resolution in accordance with the grievance and/or arbitration  
15 procedures prescribed in the parties labor agreement, without  
16 ruling upon the merits of the issue(s) presented. The time  
17 limit(s) for re-filing the Complaint subsequent to exhaustion of  
18 said contractually mandated remedies will be stayed until thirty  
19 (30) days following the arbitrator's decision.

20 Each side is to bear its own attorney's fees and costs in the  
21 subject matter disposed of by this Order.

22 DATED this 4<sup>th</sup> day of November, 1996.

23 Local Government Employee-Management  
24 Relations Board

25 By: *Christopher Voisin*  
26 CHRISTOPHER VOISIN, Chairman

27 By: *Tamara E. Baringo*  
28 TAMARA BARENGO, Vice-Chairman

By: *David Goldwater*  
DAVID GOLDWATER, Board Member