

1 STATE OF NEVADA
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

3 CLARK COUNTY CLASSROOM TEACHERS)
ASSOCIATION,)

4 Complainant,)

5 vs.)

6 CLARK COUNTY SCHOOL DISTRICT and)
BARRY GUNDERSON,)
7 Respondent.)

ITEM NO. 398-A

CASE NO. A1-045607

AMENDED ORDER

8 CLARK COUNTY SCHOOL DISTRICT,)
9 Cross-Complainant,)

10 vs.)

11 CLARK COUNTY CLASSROOM TEACHERS)
ASSOCIATION,)
12 Cross-Respondent.)

13 For Complainant & Cross-Respondent:

Sandra G. Lawrence, Esq.

14 For Respondent & Cross-Complainant:

C.W. Hoffman, Esq.

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

19 As set forth in Education Support Employees Association vs.
20 Clark County School District, EMRB Item No. 288, Case No. A1-
21 045509, (3/11/92), it is the Board's policy to encourage parties,
22 whenever possible, to exhaust their remedies under the
23 contractual dispute resolution systems contained in their
24 collective bargaining agreements before seeking relief from the
25 EMRB. Thus, where the parties have not exhausted their
26 contractual grievance arbitration remedies, the Board will not
27 exercise its discretion to hear a complaint unless there is a
28 clear showing of special circumstances or extreme prejudice.

1 [See, I.A.F.F., #731 vs. City of Reno, EMRB Item No. 257, Case
2 No. A1-045466 (2/15/91)]. No such showing of special,
3 circumstances or extreme prejudice has been shown to exist in the
4 instant case.

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

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

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