

STATE OF NEVADA
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

EDUCATION SUPPORT EMPLOYEES)	ITEM NO. 288
ASSOCIATION,)	
)	CASE NO. A1-045509
Complainant,)	
)	
-vs-)	<u>ORDER REMANDING</u>
)	<u>COMPLAINT</u>
CLARK COUNTY SCHOOL DISTRICT,)	
)	
Respondent.)	

For the Complainant: Sandra G. Lawrence, Esq.
DYER AND MCDONALD

For the Respondent: Donald H. Haight, Esq.
CLARK COUNTY SCHOOL DISTRICT

For the EMRB: Howard Ecker, Chairman
Salvatore C. Gugino, Vice Chairman
Tamara Barengo, Member

Pursuant to its deliberations on February 12, 1992, the Board has determined that the Association has processed a grievance which is substantially the same as the instant Complaint, in terms of the cause of action and the relief sought, albeit alleging contractual violations rather than alleged unfair labor practices. Said grievance is ripe for arbitration; in fact, it (the grievance) has been scheduled for a hearing on two occasions and each time the parties have requested (and been granted) a continuance.

The Board has adopted a "limited deferral doctrine" with regard to disputes arising under labor agreements. I.A.F.F. #731 vs. City of Reno, EMRB Item No. 257, Case No. A1-045466 (February 15, 1991). Under said limited deferral doctrine in

1 order for the Board to consider a complaint involving ar
2 alleged contractual violation, the Complaint must establish,
3 at least prima facie, that the alleged contractual violation
4 constituted a prohibited practice under NRS Chapter 288.
5 While the Association has presented a prima facie case as
6 required, it is the Board's policy to encourage parties,
7 whenever possible, to exhaust their remedies under the
8 contractual dispute resolution systems contained in their
9 collective bargaining agreements before seeking relief from
10 the LGEMRB. Thus, where the parties have not exhausted their
11 contractual grievance arbitration remedies, the Board will not
12 exercise its discretion to hear a complaint unless there is a
13 clear showing of special circumstances or extreme prejudice.
14 (See I.A.F.F. #731 vs. City of Reno, supra.) No such showing
15 of special circumstances or extreme prejudice has been shown
16 to exist in the instant case.

17 The Board will not take jurisdiction in a matter which
18 is clearly a contract grievance ripe for arbitration. The
19 Board's position is well-established. In this regard, see
20 Clark County Classroom Teachers Association vs. Clark County
21 School District, EMRB Item No. 130, Case No. A1-045351 (April
22 29, 1982) and Clark County Classroom Teachers Association vs.
23 Clark County School District, EMRB Item No. 203, Case No.
24 A1-045408 (March 16, 1988), as well as I.A.F.F. #731 vs. City
25 of Reno, supra.

26 IT IS HEREBY ORDERED, for the reason set forth above,
27 that the Complaint be, and hereby is, remanded back to the
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1 parties for resolution in accordance with the grievance and/or
2 arbitration procedures prescribed in the parties labor
3 agreement, without ruling upon the merits of the issue(s)
4 presented. The time limit(s) for re-filing the Complaint
5 subsequent to exhaustion of said contractually mandated
6 remedies will be stayed until thirty (30) days following the
7 arbitrator's decision.

8 IT IS FURTHER ORDERED that Complainant's Motion to
9 Shorten Time and For An Expedited Hearing are hereby rendered
10 moot.

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

13 DATED this 11th day of March, 1992.

14 LOCAL GOVERNMENT EMPLOYEE-
15 MANAGEMENT RELATIONS BOARD

16 By Howard Ecker
17 HOWARD ECKER, Chairman

18 By Salvatore C. Gugno
19 SALVATORE C. GUGINO, Vice Chairman

20 By Tamara Barengo
21 TAMARA BARENGO, Member
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