

FILED  
January 24, 2025  
State of Nevada  
E.M.R.B.

STATE OF NEVADA  
GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

ASHLEY DESOUZA,

Case No. 2024-035

Complainant,

**NOTICE OF ENTRY OF ORDER**

v.

**ITEM NO. 906**

CLARK COUNTY EDUCATION ASSOCIATION  
and CLARK COUNTY SCHOOL DISTRICT,

EN BANC

Respondent.

TO: Complainant Ashley DeSouza and her attorneys Trevor J. Hatfield, Esq. and Hatfield & Associates, Ltd.;

TO: Respondent Clark County Education Association and its attorneys, Dante Dabaghian, Esq.;

TO: Respondent Clark County School District and its attorney, Crystal J. Pugh, Esq. and the Office of the General Counsel for the Clark County School District.

PLEASE TAKE NOTICE that the **ORDER ON RESPONDENT CLARK COUNTY SCHOOL DISTRICT'S MOTION TO DISMISS COMPLAINT** was entered in the above-entitled matter on January 24, 2025.

A copy of said order is attached hereto.

DATED this 24th day of January 2025.

GOVERNMENT EMPLOYEE-  
MANAGEMENT RELATIONS BOARD

BY



MARISU ROMUALDEZ ABELLAR  
Executive Assistant

1 **CERTIFICATE OF MAILING**

2 I hereby certify that I am an employee of the Government Employee-Management Relations  
3 Board, and that on the 24<sup>th</sup> day of January 2025, I served a copy of the foregoing **NOTICE OF**  
4 **ENTRY OF ORDER** by mailing a copy thereof, postage prepaid to:

5 Trevor J. Hatfield, Esq.  
6 Hatfield & Associates, LTD  
7 703 S. Eight Street.  
8 Las Vegas, NV 89101

9 Dante Dabaghian, Esq.  
10 General Counsel  
11 Clark County Education Association  
12 4230 McLeod Drive.  
13 Las Vegas, NV 89121

14 Crystal J. Pugh, Esq.  
15 Clark County School District  
16 Office of the General Counsel  
17 5100 West Sahara Avenue  
18 Las Vegas, NV 89146

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21 MARISU ROMUALDEZ ABELLAR  
22 Executive Assistant  
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GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

ASHLEY DESOUZA,

Case No. 2024-035

Complainant,

**ORDER ON RESPONDENT CLARK  
COUNTY SCHOOL DISTRICT'S MOTION  
TO DISMISS COMPLAINT**

v.

**ITEM NO. 906**

CLARK COUNTY EDUCATION ASSOCIATION  
and CLARK COUNTY SCHOOL DISTRICT,

EN BANC

Respondent.

On January 14, 2025, this matter came before the State of Nevada, Government Employee-Management Relations Board (“Board”) for consideration and decision on Respondent Clark County School District’s (“CCSD”) Motion to Dismiss pursuant to the provision of the Employee-Management Relations Act (the “Act”), NRS Chapter 233B, and NAC Chapter 288.

Complainant’s entire case is based on a unilateral change claim. Under the unilateral change theory, a local government employer commits a prohibited labor practice when it changes the terms and conditions of employment without first bargaining in good faith with the recognized bargaining agent. *Service Employees International Union, Local 1107 v. Clark County*, Case No. 2021-019, Item No. 880 (EMRB, Sept. 2, 2022); *Boykin v. City of N. Las Vegas Police Dep't*, Case No. A1-045921, Item No. 674E (EMRB, Nov. 12, 2010); *City of Reno v. Reno Police Protective Ass'n*, 118 Nev. 889, 59 P.3d 1212 (2002).

A party claiming that a unilateral change has been committed must show by a preponderance of the evidence that the actual terms of conditions of employment have been changed by the employer such that the terms of employment differ from what was bargained-for or otherwise established. *Serv. Employees Int'l Union, Local 1107 v. Clark County*, Case No. A1-045965, Item No. 713A (Oct. 5,

2010). Moreover, in order to prevail on a unilateral change claim, a complainant must establish that: (1) the employer breached or altered the CBA or established past practice; (2) the employer’s action was taken without bargaining with the exclusive representative over the change; (3) the change is not merely an isolated breach of contract, but amounts to a change in policy, i.e., the change has a generalized effect or continuing impact on the bargaining unit members’ terms and conditions of employment; and (4) the change in policy concerns a matter within the scope of representation. *Service Employees International Union, Local 1107 v. Clark County*, Case No. 2021-019, Item 881 (EMRB, Oct. 4, 2022); *O’Leary v. Las Vegas Metropolitan Police Dep’t*, Item No. 803, Case No. A1-046116 (May 15, 2015).

Complainant received an employment offer with CCSD and began working on July 26, 2023, at a paygrade of E-II which has a salary of \$54,376.00. This salary was based on the professional salary table contained in the 2021-2023 Collective Bargaining Agreement (“CBA”) between CCSD and the Clark County Education Association (“CCEA”). In December of 2023, CCSD and CCEA entered into a successor CBA which included a provision that all licensed educators hired before February 1, 2024, would receive a 10% wage increase to their existing salary that would apply retroactively to July 1, 2023. The Complainant was hired prior to February 1, 2024, and as a result she received a 10% wage increase retroactively applied to July 1, 2023, and her salary increased to \$58,691.60.<sup>1</sup> However, Complainant asserts that she should be placed within the new pay scale that was available only to personnel hired after February 1, 2024. The Board finds Complainant’s position is utterly contrary to the clear terms of the 2023-2025 CBA between CCEA and CCSD. The Board finds no evidence that the parties either breached or altered the terms of the CBA. In addition, the Board finds no evidence that either CCEA or CCSD ignored established past practice related to any claims set forth in the Complaint. Importantly, both CCEA and CCSD agree that the CBA has not been altered in any manner whatsoever and its terms were applied correctly to the Complainant. In the absence of any change in the CBA or past practice, a unilateral claim simply cannot be sustained.

The Board may dismiss a matter for lack of probable cause under NAC 288.375(1). *Thomas D. Richards v. Police Managers and Supervisors Association*, Case No. A1-046094, Item No. 788

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<sup>1</sup> Funding provided under SB231 increased Complainant’s base salary to \$59,814.00.

1 (EMRB, Aug. 19, 2013). If there are a lack of sufficient facts to give rise to a justiciable controversy,  
2 there is also a lack of probable cause. *Adonis Valentin v. Clark Co. Public Works*, Case No.  
3 A1-046010, Item # 762 (EMRB, July 1, 2011); *Teresa Daniel, Ida Sierra, Marguis Lewis, Aaron Lee,*  
4 *Andrew D. Gasca, Kevin Cervantes, Luther J. Soto, Beverly Abram, Latrice Banks, Denise Mayfield,*  
5 *Linda Korschinowski, Charleen Davis-Shaw, David M. Shaw, Argretta O. Hutson, et al. v. Education*  
6 *Support Employees Association*, Case No. A1-046028, Item No. 767 (EMRB, Oct. 31, 2011); *Sherman*  
7 *Willoughby v. Clark County; Human Resources/Real Property Management*, Case No. A1-046030,  
8 Item No. 769 (EMRB, Oct. 21, 2011). Given the fact that the Board has determined that no unilateral  
9 change in fact occurred, there is an absence of probable cause in this matter.

10 Based on the foregoing, it is hereby **ORDERED** that Respondent's Motion to Dismiss is  
11 **GRANTED WITH PREJUDICE**.

12 IT IS FURTHER **ORDERED** that all other requested relief by all of the parties is hereby  
13 **DENIED**.

14 Dated this 24<sup>th</sup> day of January 2024.

15 GOVERNMENT EMPLOYEE-  
16 MANAGEMENT RELATIONS BOARD

17 By:   
18 BRENT ECKERSLEY, ESQ., Chair

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