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FILED
November 4, 2024
State of Nevada
E.M.R.B.
9:00 a.m.

5 STATE OF NEVADA

6 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

7 ASHLEY DESOUZA,
8 Complainant,

Case No.: 2024-035

9 vs.

**MOTION TO DISMISS FOR
CLARK COUNTY EDUCATION
ASSOCIATION**

10 CLARK COUNTY EDUCATION
11 ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
12 Respondents

13
14 Respondent Clark County Education Association (CCEA) moves to dismiss Complainant
15 Ashley DeSouza’s (Complainant) Complaint as no probable cause exists pursuant to NAC
16 288.375(1) to demonstrate that CCEA, either through the negotiation of the current 2023-2025
17 Negotiated Agreement, or through deciding against processing Complainant’s grievance to
18 arbitration, violated its duty of fair representation to Complainant. CCEA additionally moves to
19 dismiss DeSouza’s Complaint on the grounds that it presents “only issues that have been
20 previously decided by the Board,” and is therefore “spurious or frivolous.” NAC 288.375(5).
21 Despite Complainant’s contentions that CCEA interfered with, restrained, or coerced her in the
22 exercise of her rights under NRS 288, she is unable to prove with probable cause that the union
23 acted arbitrarily, discriminatorily, or in bad faith both when it negotiated for the new pay scale

1 with the Clark County School District (CCSD), and when it elected not to proceed to arbitration
2 for her grievance. Furthermore, the EMRB has routinely held that unions enjoy wide latitude in
3 terms of both negotiating contracts on behalf of members and in the grievance handling process.
4 The Board has also held that the routine negotiation of contracts that benefit all or most
5 bargaining unit members, in addition to deciding not to process an employee's grievance due to a
6 lack of merit, after an investigation of the case, fully satisfies a union's narrowly interpreted duty
7 of fair representation. Accordingly, the Board should dismiss Ms. DeSouza's Complaint as to the
8 allegations against CCEA.

9 **I. INTRODUCTION**

10 At no point in time did CCEA violate its duty of fair representation to Complainant.
11 Courts and administrative bodies generally interpret a union's duty of fair representation
12 narrowly in order to allow for a union the discretion to act in the best interests of all the
13 employees it represents. *Crom v. Las Vegas Clark County Library District and Teamsters Local*
14 *14*, EMRB Case No. 752E at 5 (2013); citing *Galindo v. Stoodly Co.*, 793 F.2d 1502, 1514 (9th
15 Cir. 1986). CCEA acted within its broad discretion to negotiate contracts on behalf of its
16 bargaining unit when it agreed with CCSD to two separate parameters pertaining to placements
17 on the Professional Salary Table (PST, or, salary table) during negotiations for the current
18 agreement. CCEA and CCSD, in good faith and pursuant to an award from an interest arbitrator
19 to settle the current Negotiated Agreement, agreed to separate sets of guidelines in determining
20 the **initial** salary placements for employees hired on or after February 1, 2024, and the
21 placements for **existing** employees who were hired before February 1, 2024. CCEA bargained
22 for a 10% wage increase for approximately 16,500 then-existing employees, including for
23 Complainant, to take effect on February 1, 2024, to apply retroactively from July 1, 2023 and to

1 be reflected on a new salary table different from what was negotiated in the previous CBA. 2023-
2 2025 Negotiated Agreement between CCEA and CCSD, Art. 26-1(a) (Exhibit 1). In determining
3 the placement on this new salary table for an employee hired before February 1, 2024, CCEA
4 and CCSD agreed that the 10% raise would be applied to their salary from the previous contract,
5 and based on the new, post-increase salary, they would be placed in the Column and Step that
6 most closely reflected this number, rounded either up or down. Aff. of John Vellardita pp. 1-2
7 (Exhibit 2). For employees hired by CCSD on or after February 1, 2024, they would be placed in
8 the Column that reflected their highest level of education that was relevant to the classes they
9 taught. Id.

10 Contrary to what Complainant alleges in both her grievance and in her Complaint, CCSD
11 placed her, as an existing employee hired before February 1, 2024, correctly on the new salary
12 table. February 20, 2024 Grievance Form; Comp. p. 5. Upon Complainant approaching the union
13 regarding a potential grievance, CCEA investigated the case by reaching out to CCSD Human
14 Resources employee Stacy Smith (Smith) to confirm CCEA's understanding with CCSD that
15 employees hired before February 1, 2024 would be placed on the new salary table pursuant to the
16 language of the previous Negotiated Agreement. Email from Linda West to Stacy Smith,
17 February 12, 2024.¹ After confirming that CCEA and CCSD still shared this interpretation of
18 Complainant's placement on the new salary table, CCEA determined that her grievance lacked
19 merit because CCSD placed her correctly on the new pay scale pursuant to what the parties
20 agreed to. Email from Stacy Smith to Linda West, February 15, 2024. Even though
21 Complainant's grievance lacked merit, she wanted to go to arbitration, and so CCEA brought her
22 case up for review with its Member Rights Committee (MRC), as is the standard procedure for

¹ All emails cited in this Motion will be attached below in what is labeled as Exhibit 9.

1 all members who wish for the union to take their denied grievances to arbitration. CCEA
2 Member Rights Committee Grievance Procedures (Exhibit 3). MRC decided not to take her case
3 to arbitration on the premise that it lacked sufficient merit to be successful, Appeal Letter from
4 Ashley DeSouza to CCEA's Executive Board, April 30, 2024; and because Complainant's
5 interpretation of the current Negotiated Agreement ran contrary to the parameters pertaining to
6 the new salary table that the union already agreed to with CCSD on. Email from Alex Shelton to
7 Ashley DeSouza, May 31, 2024. After MRC denied her case to go to arbitration, Complainant
8 appealed the decision to CCEA's Executive Board, again the standard procedure that the union
9 uses for all members who wish for it to take their grievances to arbitration. Id. The Executive
10 Board upheld the MRC's decision for the same reasons. Email from Alex Shelton to Ashley
11 DeSouza, June 3, 2024. CCEA Chief of Staff Alex Shelton, and CCEA Executive Director and
12 Chief Negotiator John Vellardita, also explained to Complainant why her grievance lacked merit.
13 Email from Alex Shelton to Ashley DeSouza, May 31, 2024; Email from Alex Shelton to Ashley
14 DeSouza, May 24, 2024.

15 Despite CCEA's thorough investigation of Complainant's grievance, and its nonarbitrary,
16 nondiscriminatory, and good faith reasoning for opting against taking her case to arbitration, she
17 purports that the union through these actions violated its duty of fair representation. Comp. p. 5.
18 While a union may not "arbitrarily ignore a meritorious grievance or process it in a perfunctory
19 fashion," an individual employee does not have an absolute right to have their grievance
20 arbitrated. *Vaca v. Sipes*, 386 U.S. 171, 191 (1967). Throughout the relevant times espoused by
21 Complainant, CCEA investigated the merits of her grievance and repeatedly gave her
22 nonarbitrary premises for not processing her case to arbitration that pertain to its merit, in line
23 with the union's duty to fairly represent her. Processing Complainant's grievance to arbitration

1 would have meant that CCEA would be going against the nature and intent of the agreement it
2 had negotiated with CCSD. If Complainant got her wish, and CCEA arbitrated her case as she
3 desires, the union would be forced to adopt a position that runs contrary to what it had negotiated
4 in good faith with CCSD on.

5 Despite the Complainant's grievance lacking merit, CCEA allowed for Complainant to go
6 through the standard grievance processing avenues available to her as a member. In both
7 negotiating for the contract that led to her receiving a 10% retroactive pay raise, and in declining
8 to arbitrate her meritless case, CCEA did not prejudice any rights held by Complainant, and in
9 fact substantially improved her working conditions. Complainant therefore is unable to establish
10 by probable cause that CCEA breached its duty of fair representation to her. Longstanding Board
11 precedent dictates that unions who conduct a thorough investigation of the employee's grievance
12 and decline to proceed to arbitration because it lacks merit do not violate their duty of fair
13 representation. NAC 288.375(1). Such arguments do not need to be rehashed in further Board
14 proceedings, making this Complaint "spurious or frivolous" under NAC 288.375(5).
15 Accordingly, the Board should dismiss Ms. DeSouza's Complaint as it pertains to CCEA.

16 **II. STATEMENT OF FACTS**

17 Complainant was employed by CCSD from approximately September 30, 2009 until
18 January 23, 2018. After her hiatus, CCSD rehired her on July 26, 2023. Offer of Employment
19 from CCSD to Ashley DeSouza. CCEA is the exclusive representative of all licensed personnel
20 employed at CCSD. Since CCEA and CCSD at the time had not agreed to a new contract yet, the
21 parameters surrounding her salary placement were governed by the 2021-2023 Negotiated
22 Agreement, which placed her on the Transitional Salary Schedule (TSS) due to the fact that when
23 she was rehired, she had not been employed by the district for more than three years. 2021-2023

1 Negotiated Agreement Art. 26-10-1 (Exhibit 4). Using the provisions then in place surrounding
2 the TSS, CCSD placed her in “Column II, Step E,” of the previous salary table, making her
3 salary approximately \$54,376. Offer of Employment.

4 On December 20, 2023, with an award issued by an interest arbitrator in order to resolve
5 the bargaining impasse between CCEA and CCSD, the parties agreed to the current Negotiated
6 Agreement, effective from July 1, 2023, to June 30, 2025. 2023-2025 Negotiated Agreement.

7 One of the agreed to provisions for this new contract was that a new Professional Salary Table
8 (PST) would be created, which would account for both the initial placements for new hires on or
9 after February 1, 2024, and for the raises for employees hired before February 1, 2024. Aff. pp.
10 1-2. The parties agreed that on February 1, 2024, a 10% wage increase would be effective to the
11 previous salaries of all approximately 16,500 existing employees, and for those employees hired
12 before February 1, 2024. 2023-2025 Negotiated Agreement Art. 26-1(a). This wage increase
13 would be applied retroactively to July 1, 2023. Id. On either September 1, 2024, or October 1,
14 2024, depending on their classification, all then-existing employees were to receive an additional
15 8% salary increase. 2023-2025 Negotiated Agreement, “Licensed Professional Salary Table FY
16 2024-2025”. To calculate the placement of these existing employees on this new PST, CCEA and
17 CCSD agreed that the previous salaries of these bargaining unit members would be taken, the
18 10% salary increase would be applied, and then based on this new number, a given employee
19 would be placed at the closest “Column” and “Step” that this number reflected. Aff. pp. 1-2.

20 At the same time, CCSD was in need of recruiting more teachers in an extremely
21 competitive market. Id. p. 1. Thus, in order to incentivize more highly educated teachers to come
22 to CCSD, CCEA agreed to CCSD’s proposal to make it so that employees hired on or after
23 February 1, 2024 were given initial placements that pertained to both their highest level of

1 relevant educational degree attained, and the number of years of experience they possess as
2 licensed personnel. 2023-2025 Negotiated Agreement Art. 26-8. (Exhibit 5). For purposes of this
3 new PST, a “Column” reflects the highest level of relevant education attained by the employee
4 who needs an initial placement, while a “Step” or “row” refers to the number of years of
5 experience the employee has as a licensed personnel. 2023-2025 Negotiated Agreement,
6 “Licensed Professional Salary Table FY 2023-2024” (Exhibit 6).

7 Complainant was hired before February 1, 2024. Aff. pp. 1-2. So, Complainant’s new
8 salary, with the 10% increase applied, became \$59,814, making the nearest position for her
9 “Column I, Step D” on the new salary table. Id. During negotiations for the current contract, the
10 parties never intended for bargaining unit members to remain at the same position on the new
11 salary table as they did on the salary table for the 2021-23 contract, as Complainant contends. Id.
12 The parties never agreed that “Column II, Step E” on the previous salary table would be
13 equivalent to “Column II, Step E” on the new PST. Id. The shared intention of CCEA and CCSD
14 was for all bargaining unit members hired before February 1, 2024 to receive a 10% salary
15 increase, retroactive to July 1, 2023, and then a placement on the new PST that most closely
16 corresponds to that calculated figure, and not for current employees to receive a new initial
17 salary placement. Id.

18 On February 1, 2024, Complainant became a member of CCEA. Email from Alex
19 Shelton to Ashley DeSouza Welcoming her to CCEA, February 5, 2024. Despite the existence of
20 a new salary table with the new contract, and receiving a 10% retroactive raise to her salary,
21 Complainant on or around February 12, 2024 attempted to file a grievance, alleging that she
22 should have either been placed at “Column II, Step E,” or “Column IV, Step H,” on the new
23 salary schedule, and not “Column I, Step D.” Grievance Form. Despite CCEA representative

1 Linda West (West) investigating Complainant's grievance by reaching out to CCSD to confirm
2 that employees hired before February 1, 2024 would be placed according to the parameters set by
3 the old contract, plus the 10% salary increase, Email from Linda West to Stacy Smith, February
4 12, 2024, and therefore confirming that her interpretation of the new agreement and salary table
5 is incorrect, she filed an independent grievance with CCSD on February 20, 2024 under Article 4
6 of the Negotiated Agreement. Grievance Form. On March 5, 2024, a Step II grievance hearing
7 was held between Complainant and CCSD, with Ms. West present. Letter from Mollie Hall to
8 Ashley DeSouza Denying her Step II Grievance, March 6, 2024. Complainant argued her case at
9 this hearing, but CCSD denied the Step II grievance. Id.

10 After CCSD denied Complainant's Step II grievance, Complainant requested that CCEA
11 take her grievance to arbitration, and CCEA informed the district on March 8, 2024 that the
12 union is appealing her case to arbitration. Letter from Alex Shelton to RoAnn Triana Requesting
13 Arbitration, March 8, 2024 (Exhibit 7). Sending these letters is standard CCEA procedure for
14 anyone whose Step II grievance is denied. Article 4-6(a) of the current Negotiated Agreement
15 requires CCEA to request arbitration no later than 20 days after denial of a Step II grievance.
16 2023-2025 Negotiated Agreement Art. 4-6(a). The intention is to preserve the timeline for
17 arbitration, in the case that both the grievant desires to arbitrate their grievance, and when the
18 union decides that said grievance possesses sufficient merit to win in arbitration. Email from
19 Alex Shelton to Ashley DeSouza, March 8, 2024. It also provides more time for both the grievant
20 and the union to evaluate the strengths and weaknesses of a particular case in order to ultimately
21 decide whether or not this case will go to arbitration. These letters in no way serve as a guarantee
22 to grievants that CCEA will arbitrate their case, and Ms. Shelton explained to Complainant as
23 such. Id.

1 In order to determine which grievances will go to arbitration, CCEA has what is called
2 the Member Rights Committee (MRC). The MRC is a body of bargaining unit employees and
3 CCEA members who meet every month to evaluate and vote on which grievances CCEA will
4 arbitrate. Member Rights Committee Grievance Procedures Art. 1(B). If the majority of the MRC
5 votes in favor of taking a grievant's case to arbitration, then CCEA, excluding questions of
6 funding, will arbitrate the grievance. Id. at Art. 2(G). However, if the prospect of taking an
7 employee's case to arbitration fails to garner majority support on the MRC, CCEA will withdraw
8 the grievance and will not go to arbitration, pending appeal to the union's Executive Board. Id. at
9 Art. 4(A). In conformity with this process, Complainant attended the March 28, 2024 MRC
10 meeting and argued her case for arbitration, giving a presentation that lasted approximately 20
11 minutes. Email from Ashley DeSouza to Alex Shelton, March 27, 2024. After hearing
12 Complainant's presentation, the MRC determined that her case lacked merit and was unlikely to
13 succeed in arbitration. Appeal Letter from Ashley DeSouza.

14 On April 30, 2024, Complainant requested to appeal the MRC's decision to CCEA's
15 Executive Board. Id. The Executive Board is CCEA's elected leadership and handles appeals
16 from MRC decisions. MRC Grievance Procedures Art. 4(A). CCEA agreed to have Complainant
17 explain her grievance to the Executive Board at its meeting on June 2, 2024. Email from Alex
18 Shelton to Ashley DeSouza, May 7, 2024. In the interim, despite Complainant's contentions in
19 her Complaint that CCEA never offered her an explanation for why the MRC declined to
20 arbitrate her grievance, she discussed her case in a phone call with John Vellardita, CCEA's
21 Executive Director and the Chief Negotiator for CCEA for the current Negotiated Agreement, on
22 May 29, 2024. Email from Ashley DeSouza to Alex Shelton, May 28, 2024. During this phone
23 call, Vellardita explained to Complainant that her interpretation of the Negotiated Agreement is

1 incorrect, and that it was never the intent of either CCEA or CCSD for bargaining unit members
2 to remain at the same position on the new salary table as they did on the salary table for the
3 2021-23 contract, nor for employees who were hired before February 1, 2024 to be placed on the
4 new salary table at Column IV or higher. Aff. pp. 1-2. It was for these reasons, Vellardita
5 explained to her, that her grievance was meritless. Id. Shelton again explained to Complainant
6 via email “Your grievance was denied, because your position that your initial placement was
7 supposed to be revised as a result of the contract settlement, was not something that was
8 negotiated.” Email from Alex Shelton to Ashley DeSouza, May 31, 2024. Complainant
9 nevertheless attended the June 2, 2024 Executive Board Meeting to give her case for arbitration.
10 Email from Alex Shelton to Ashley DeSouza, June 3, 2024. The Executive Board upheld the
11 MRC’s decision not to bring Complainant’s grievance to arbitration, citing the same above
12 reasons. Id.

13 After the Executive Board upheld the MRC’s decision against taking Complainant’s case
14 to arbitration, CCEA informed CCSD on June 27, 2024 that the union was withdrawing her
15 grievance. Letter from Alex Shelton to RoAnn Triana, June 27, 2024 (Exhibit 8). Complainant
16 retained independent counsel, Trevor Hatfield, who demanded that CCSD arbitrate her grievance
17 on June 21, 2024. Letter from Trevor Hatfield to RoAnn Triana, June 21, 2024. However, CCSD
18 denied this request to arbitrate on July 10, 2024, since only CCEA is able to request arbitration
19 over grievances pursuant to the Negotiated Agreement. 2023-2025 Negotiated Agreement, Art. 4-
20 6(a).

21 **III. MEMORANDUM OF POINTS AND AUTHORITIES**

22 NAC 288.375 dictates that the Board may dismiss a Complaint if: (1) “no probable cause
23 exists for the complaint;” (2) “if the parties have not exhausted their contractual remedies;” (3) if

1 the complainant “fails to prosecute its complaint;” (4) if the complainant “fails to appear” at the
2 hearing; or (5) the complaint is “spurious or frivolous” or presents issues that have already been
3 decided by the Board. Here, dismissal of this Complaint as it pertains to CCEA is warranted
4 because Complainant is unable to demonstrate probable cause that the union, through either its
5 negotiation of the salary table in the current Negotiated Agreement, or its decision to not take her
6 grievance to arbitration, violated its duty of fair representation to her or acted arbitrarily,
7 discriminatorily, or in bad faith. Any legal questions raised by Ms. DeSouza’s Complaint have
8 already been long settled by Board precedent, making this action “spurious or frivolous.” The
9 Board should accordingly dismiss this Complaint as it relates to CCEA.

10 **A. CCEA did not violate its duty of fair representation to Complainant when it**
11 **bargained for the salary table in the Current Negotiated Agreement.**

12 A union or other employee organization has a duty under NRS 288 to fairly represent
13 employees in the bargaining unit. *Vos v. City of Las Vegas and Las Vegas Peace Officers*
14 *Association*, EMRB Case No. 749 at 10 (2014); citing *Rosequist v. International Ass'n of*
15 *Firefighters Local 1908*, 49 P.3d 651 (Nev. 2002). However, the Board has long held that “a
16 breach of an employee organization's statutory duty of fair representation to members of the
17 bargaining unit occurs only when the union's conduct toward said members is arbitrary,
18 discriminatory, or in bad faith.” *Asch v. Clark County School District and Clark County*
19 *Classroom Teachers Association*, EMRB Case No. 314 at 3 (1993), citing *Vaca*, 386 U.S. at 191.

20 More specifically, a union's actions are arbitrary “only if its conduct can be fairly
21 characterized as so far outside a ‘wide range of reasonableness that it is wholly 'irrational' or
22 'arbitrary’.” *Vos*, Case No. 749 at 10; citing *Marquez v. Screenactors Guild, Inc.*, 525 U.S. 33, 45
23 (1998). To prove discriminatory conduct on the part of the union, a complainant “must adduce

1 substantial evidence of discrimination that is intentional, severe, and unrelated to legitimate
2 union objectives.” *Vos*, Case No. 749 at 10.; citing "*Amalgamated Ass'n of St. Elec. R. and*
3 *Motor Coach Emp. of America v. Lockridge*, 403 U.S. 274, 301 (1971). Lastly, in order to
4 demonstrate that the union acted in “bad faith,” a complainant must illustrate "substantial
5 evidence of fraud, deceitful action or dishonest conduct.” *Id.*; citing *Lockridge*, 403 U.S. at 299.
6 A union’s duty of fair representation is typically construed narrowly in order to allow a union the
7 discretion to act in what it perceives to be the best interests of who it represents. *Crom*, Case No.
8 752E at 5; citing *Galindo*, 793 F.2d at 1514; *Peterson v. Kennedy*, 771 F.2d 1244, 1253 (9th Cir.
9 1985); citing *Ford Motor Co. v. Huffman* 345 U.S. 330, 337-38 (1953).

10 This Board more than a decade ago decided in *Vakil v. Clark County; Clark County*
11 *Development Services; and Service Employees International Union Local 1107* that unions who
12 negotiate with the employer and agree to terms through said negotiations, even if not every
13 employee benefits from the new terms, avoid a duty of fair representation breach as long as their
14 reasoning for bargaining the way they did was not arbitrary, discriminatory, or in bad faith.
15 EMRB Case No. 768A at 9 (2013). In *Vakil*, the Board held that the union did not breach its duty
16 of fair representation to the complainant-employee when it agreed to certain guidelines
17 pertaining to layoffs, since the union bargained with the employer for a neutral procedure
18 according to seniority, the union followed the bargained for procedure in assisting and
19 representing the complainant in the layoff process, and the complainant offered zero evidence of
20 discriminatory or bad faith conduct on the part of the union. *Id.*

21 Further, in *Boland et. al. v. Service Employees International Union, Local 1107*, the
22 Board concluded that the union did not breach the complainant’s duty of fair representation in
23 making the decision to withdraw as the exclusive representative of physicians employed at

1 University Medical Center, where the union’s decision that it could no longer act as the
2 bargaining agent for the physicians under the circumstances was not so far outside a wide range
3 of reasonableness to be irrational, and there was no evidence of bad faith or discriminatory
4 conduct from the union. EMRB Case No. 802 at 4 (2015).

5 For the case at hand, nothing about CCEA’s conduct in bargaining for the new salary
6 table reflected in the 2023-25 Negotiated Agreement amounts to actions that are arbitrary,
7 discriminatory, or in bad faith. Similar to how the union in *Vakil* negotiated for a layoff
8 procedure based on a rational policy of seniority, CCEA made a rational decision to negotiate
9 with CCSD for a 10% wage increase for all bargaining unit members hired before February 1,
10 2024, retroactive to July 1, 2023, and then to have those employees be placed on the new salary
11 table at the “Column” and “Step” closest to their new salaries. Complainant was placed on the
12 new salary table pursuant to the intentions of the parties, and her disliking the fact that her
13 placement on the new salary table was “Column I, Step D,” and not “Column II, Step E,” or
14 “Column IV, Step H,” does not make CCEA’s conduct outside a wide range of reasonableness so
15 as to be wholly irrational or arbitrary. Complainant in fact suffered no harm from CCEA
16 bargaining for this new salary table, and in fact, received a substantial benefit in the form of a
17 10% retroactive increase to her salary. Comp. p. 5. She misunderstands the way the new contract
18 and salary table works, and due to this misunderstanding, believes that she received a
19 “reduction” in her salary and paygrade. Comp. pp. 4-5. In reality, Complainant’s paygrade stayed
20 the same, and her salary increased. Therefore, there is no probable cause to support her
21 contention that CCEA’s conduct in negotiating for the new salary table was arbitrary.

22 Complainant is unable to offer any evidence of discriminatory intent or disparate
23 treatment between her and other bargaining unit members on the part of CCEA. CCEA bargained

1 for every existing employee in its bargaining unit hired before February 1, 2024 to receive this
2 10% wage increase effective February 1, 2024, and retroactive to July 1, 2023. 2023-2025
3 Negotiated Agreement, Art. 26-1(a). For every existing bargaining unit member hired before
4 February 1, 2024, CCEA and CCSD agreed that their placement on the new PST would be done
5 by applying the 10% salary increase to their previous salary, and then putting them in the closest
6 section that this new number reflected. Aff. pp. 1-2. While it is true that as a result of this new
7 contract, some teachers hired after February 1, 2024 received initial placements on this new
8 salary table that were higher than employees with more experience and equal levels of education,
9 this does not amount to discriminatory conduct on the part of CCEA. Bargaining is a give and
10 take process that oftentimes requires a party to give something up in order to receive a benefit;
11 that is the very definition of “bargaining.” CCSD wanted to incentivize teachers with higher pay
12 in order to recruit the best candidates in a highly competitive job market, while CCEA wanted as
13 high of a pay increase for its bargaining unit as feasible. Id. p. 1. As a result, the parties
14 reconciled these interests to create the salary table we have in the current Negotiated Agreement.
15 Id. CCSD received a revamped pay scale that incentivized new hires to work for the district, and
16 in return, CCEA received an unprecedented 10% salary increase for Year 1 of the contract, and
17 an 8% salary increase for Year 2, that heavily benefitted employees such as Complainant. Id.
18 Furthermore, even if some employees hired on February 1, 2024 or later, who possessed the
19 same level of relevant education as Complainant, but with less experience, were placed at a
20 higher Column than her, this is balanced by the fact that she received about 7 months worth of
21 back pay due to the salary increase being retroactively applied to July 1, 2023.

22 As the union in *Vakil* demonstrated, such a balancing of interests within the bargaining
23 unit is unavoidable. While Complainant is unhappy with her 10% raise (now 18% since Year 2 of

1 the contract has begun), CCEA is not required by law to make every employee it represents
2 happy; its conduct just needs to relate to legitimate union objectives, a category which the act of
3 negotiating an unprecedented salary increase for about 16,500 employees should fall under.
4 CCEA accordingly acted within its broad discretion in negotiating for the new salary
5 arrangement, and Complainant in no way can discern discriminatory conduct that is severe or
6 unrelated to legitimate union objectives based on CCEA's actions in negotiating for this new
7 salary table.

8 Likewise, Complainant will be unable to prove with any modicum of credibility that
9 CCEA's conduct in bargaining for the salary table reflected in the current Negotiated Agreement
10 was done in bad faith. CCEA went through the proper channels of legally bargaining with CCSD
11 for this provision. Whenever Complainant possessed questions regarding the salary table, CCEA
12 provided her with true, good faith rationale for why her interpretation of this provision was
13 incorrect and why her placement on the new salary table was accurate. Complainant cannot
14 establish "substantial evidence," or any evidence, for that matter, of fraud, deceitful action or
15 dishonest conduct by CCEA, and will in turn not be able to prove that the union acted in bad
16 faith through its negotiation for the new salary table.

17 Complainant cannot prove the existence of probable cause of any arbitrary,
18 discriminatory, or bad faith conduct on the part of CCEA in bargaining for the new salary table
19 for the current Negotiated Agreement. Past Board decisions have confirmed that the act of
20 routinely bargaining for contract provisions and other agreements with the employer is
21 something that the Board and courts give wide discretion to the union in order for it to
22 adequately advocate for its bargaining unit members. Such decisions mirror the circumstances

1 here, and accordingly make this Complaint “spurious or frivolous” within the meaning of NAC
2 288.375, thus necessitating dismissal.

3 **B. CCEA did not violate its duty of fair representation when it elected not to**
4 **arbitrate Complainant’s grievance pertaining to the salary table.**

5 Complainant’s legal contentions lack knowledge and appreciation of decades of labor law
6 precedent pertaining to a union’s duty of fair representation in handling employees’ grievances.
7 Her Complaint presumes that CCEA possessed an absolute duty to process her grievance to
8 arbitration, regardless of the legitimate, non arbitrary reasons the union possessed in making its
9 decision. Such a contention is contrary to both the EMRB and the National Labor Relations
10 Board’s (NLRB) consistent rulings of strong union discretion over their grievance and arbitration
11 machinery. Complainant also wishes to compel CCEA to push for an interpretation of the
12 Negotiated Agreement that runs counter to the shared understanding it reached in good faith with
13 CCSD.

14 As stated above, a union breaches its duty of fair representation owed to an individual
15 employee only when its actions are “arbitrary, discriminatory, or in bad faith.” *Asch*, No. 314 at
16 3. The Board has held that this duty of fair representation extends to the union’s handling and
17 processing of grievances, forbidding such organizations from processing an employee’s
18 grievance in an “arbitrary or perfunctory manner.” *George v. Las Vegas Police Protective Ass’n*
19 *Metro, Inc.*, EMRB No. 485A at 6 (2001); citing *Tenorio v. NLRB*, 680 F.2d 598 (9th Cir. 1982).
20 Such a duty typically requires that the union conduct some sort of “minimal investigation” of its
21 grievances. *Id.* “Union conduct that shows an egregious disregard for the rights of union
22 members constitutes a breach of the duty of fair representation.” *Id.*

1 However, to be compliant with its duty of fair representation, a union need not process
2 every grievance brought to its attention. *George*, EMRB No. 485A at 6.; citing *Tuma v. American*
3 *Can Co.*, 373 F. Supp. 218, 224 (D. NJ 1974). Indeed, an individual employee has no absolute
4 right to have their grievance arbitrated. *Vaca*, 386 U.S. at 191. This is a narrowly construed duty
5 that gives unions broad discretion to make decisions based on the needs and desires of the
6 majority of its constituents. *Crom*, No. 752E at 5. This Board has held that “Because a union
7 balances many collective and individual interests in deciding whether and to what extent it will
8 pursue a particular grievance, courts should accord **substantial deference** to a union’s decisions
9 regarding such matters.” *Woodard v. Sparks Police Protective Ass’n*, EMRB Case No. 853A at 7
10 (2020); citing *Peterson*, 771 F.2d at 1253. Contrary to Complainant’s seeming argument that
11 individual employees have an absolute right to have their grievances processed, a union
12 possesses an obligation to “not assert or press grievances which it believes in good faith do not
13 warrant such action.” *Tuma*, 373 F. Supp. at 225; citing *Bazarte v. United Transportation Union*,
14 429 F.2d 868, 872 (3rd. Cir. 1970).

15 This Board has repeatedly held that a union who opts against pursuing an employee’s
16 grievance to arbitration based on the case lacking merit after at least some sort of investigation
17 almost always fulfills its duty of fair representation. *Id.*; citing *Orphan v. Furnco Construction*
18 *Corp.*, 325 F. Supp. 1220, 1222 (N.D. Ill. 1971) (“Where a union makes a good faith
19 determination that a grievance has not been filed in a timely manner or lacks merit, no breach of
20 the duty to represent occurs”); *Crom*, No. 752E (Holding that the union did not breach its duty of
21 fair representation to the complainant for closing his termination grievance where the union
22 based its decision off of previous case evaluations, and from this analysis, determined that the
23 case was unwinnable, and diligently kept the complainant informed of the status of his case). In

1 *Asch v. Clark County School District and Clark County Classroom Teachers' Ass'n*, this Board
2 ruled in favor of respondent union's motion to dismiss because the employee-complaint failed to
3 state a claim for which relief could be granted, and no probable cause existed that pointed to the
4 union handling his grievance in a manner that was arbitrary, discriminatory, or in bad faith. No.
5 314 at 4. The union in the above case decided against pursuing arbitration for the complainant's
6 grievance because in addition to his failure to file the grievance in a timely manner, the union
7 determined that his case lacked merit. *Id.* The Board determined that this rationale was sufficient
8 to find that the union's conduct did not amount to actions that were arbitrary, discriminatory, or
9 in bad faith, and subsequently dismissed the employee's complaint due to lack of probable cause
10 to support it. *Id.*

11 Further, when reconciling a union's duty of fair representation towards individual
12 members with a union's concurrent obligations both to represent the interests of the entire
13 bargaining unit and to stay consistent with what it negotiated with the employer on, this Board
14 has afforded ample leeway towards unions who elect not to file grievances on behalf of a single
15 or small subset of employees who would undermine the best interests of the majority of
16 employees the union represents. In *Billings v. Clark County and Service Employees International*
17 *Union, Local 1107*, the Board determined that the respondent union did not breach its duty of fair
18 representation to the complainants when it decided not to process grievances pertaining to them
19 being laid off. EMRB Case No. 751 at 11 (2012). The union in the above case decided against
20 filing grievances on behalf of these laid off employees since their interpretation of the contract
21 ran contrary to what was negotiated between the union and the employer pertaining to layoffs
22 and against the official messaging of the union and its president regarding said layoffs. *Id.* The

1 Board determined this to be a rational, good faith premise for not filing a grievance on behalf of
2 these employees. *Billings*, Case No. 751 at 11.

3 In contrast, the Board has found for the complainant in duty of fair representation cases
4 where it was determined that the Board handled their case in an arbitrary or perfunctory manner,
5 like in *George v. Las Vegas Police Protective Ass'n*. No. 485A at 9. In *George*, the Board held
6 that the union violated its duty of fair representation to the complainant in handling her unjust
7 termination grievance by failing to explain to her why the union would not represent her for the
8 grievance, failing to provide even a minimal investigation into the merits of the case, and failing
9 to inform her of her right to file a grievance. No. 485A at 9.

10 Other reasons for which this Board, the NLRB, or courts, have determined that the union
11 breached its duty of fair representation have been for reasons such as: the union refusing to file a
12 grievance for an employee because of personal animosity; *Fraley v. City of Henderson and*
13 *Henderson Police Officer's Ass'n*, EMRB Case No. 547C (2004); dropping an employee's
14 grievance out of fear of repercussions from management; *Strahan v. Washoe County Sheriff's*
15 *Office Supervisory Deputies Ass'n*, EMRB Case No. 554D (2006); refusing to process the
16 grievance of one employee while processing a case for another with a similar set of
17 circumstances and merit; *Farsaci v. Service Employees International Union, Local 1107*, EMRB
18 Case No. 640A (2007); missing a deadline to file a grievance that eliminated entirely the
19 employee's case to challenge his termination; *Dutrisac v. Caterpillar Tractor Co.*, 749 F. 2d
20 1270; refusing to continue handling an employee's grievance in retaliation for him filing a
21 complaint with the NLRB; *Guzman v. Teamsters Local 814*, 281 NLRB 1130 (1986); and
22 deliberately misleading an employee about the status of their grievance; *Bianchi v. Roadway*
23 *Express and Teamsters Local 769*; 355 NLRB 197 (2010).

1 Here, much like the respondents in *Crom* and *Asch*, CCEA never acted in a manner that
2 was arbitrary, capricious, or in bad faith. CCEA bargained for a 10% wage increase for its
3 bargaining unit that took effect on February 1, 2024. 2023-2025 Negotiated Agreement Art. 26-
4 1(a). In negotiating for this salary increase, CCEA and CCSD agreed that existing employees
5 who were placed on the old salary table would receive the 10% salary increase, and then would
6 be placed on the nearest “Column” and “Step” on the new salary table, contrary to Complainant’s
7 belief that everyone’s placement on the new table should have been the same as on the old one.
8 Aff. pp. 1-2. Complainant did not suffer from a pay cut or a reduction in her paygrade, rather, she
9 received a 10% salary increase on February 1, 2024, and retroactive to July 1, 2023. Comp. p. 5.
10 Complainant possessing a Master’s degree as she contends, Id. p. 4, does not mean that her
11 proper placement on the new salary table was at “Column IV, Step H,” because she was hired
12 before February 1, 2024. Aff. pp. 1-2. Complainant is simply wrong. Nevertheless, she exercised
13 her right to file an individual grievance and plead her case, and CCEA never obstructed her,
14 coerced her, or interefered with her right to do so. Grievance Form.

15 Despite CCEA believing Complainant’s grievance to lack merit, the union still conducted
16 the minimal investigation of her case required to fulfill its duty of fair representation. CCEA
17 informed Complainant of every relevant deadline for her grievance, and of the dates of important
18 meetings, including the MRC and Excutive Board meetings, and the union met all of the filing
19 deadlines for the case. Both the union’s MRC and Executive Board received Complainant at their
20 respective meetings to here her arguments, asked her to submit any evidence relevant to her case,
21 and made a rational, informed decision to not take the case to arbitration based on their view of
22 the merits of the case, and the union’s obligation to not in bad faith go back on the position that it
23 agreed to with CCSD pertaining to placements on the new salary table. Email from Alex Shelton

1 to Ashley DeSouza, June 3, 2024. The MRC even viewed and analyzed a 20 minute presentation
2 from Complainant at their March 28, 2024 meeting. Email from Ashley DeSouza to Alex
3 Shelton, March 27, 2024. Complainant's statement in her Complaint that CCEA never explained
4 to her why it believed her grievance lacked merit is untrue and contradicted by the fact that Mr.
5 Vellardita; Aff. pp. 1-2, and Ms. Shelton, on multiple occasions, explained to her why her
6 interpretation of the contract was incorrect and her case was unlikely to succeed in arbitration.
7 Email from Alex Shelton to Ashley DeSouza, May 24, 2024.

8 CCEA in declining to take Complainant's case to arbitration also did this out of a
9 necessity to stay consistent in what it negotiated for with CCSD. CCEA possesses much of the
10 same rationale in electing not to process Complainant's grievance to arbitration as the union in
11 *Billings* did in deciding not to file a grievance for employees who were laid off in accordance to
12 the manner agreed to with the employer. Similarly, CCEA was essentially unable to arbitrate
13 Complainant's grievance if it wanted to stay consistent with the interest arbitration award and
14 what it negotiated with CCSD at the bargaining table. CCEA and CCSD mutually and in good
15 faith agreed that while employees hired on or after February 1, 2024 who possessed Masters or
16 PhD degrees relevant to their areas of instruction would be placed in Columns IV or higher on
17 the new salary table, already existing employees would be placed on the new salary table based
18 on their previous salaries, plus the 10% wage increase. Aff. pp. 1-2. CCEA cannot in turn go
19 back on its agreement and argue to an arbitrator that employees such as Complainant are
20 suddenly entitled to a \$25,000 increase in their salary. Such a move would force CCEA to adopt
21 an inconsistent position from the bargained for result and would undermine trustworthy labor
22 relations with CCSD; trust that is integral to continued productive negotiations and benefits for
23 CCEA's bargaining unit.

1 CCEA is the exclusive representative of more than 18,000 employees in Clark County.
2 The operation of unions such as CCEA depend on income from member dues. Arbitration
3 proceedings routinely cost thousands of dollars; just a one day hearing can lead to incurred costs
4 that exceed \$10,000. Therefore, CCEA, in order to fulfill its obligation to adequately represent
5 the interests of its members and bargaining unit, must use its members' funding and resources
6 responsibly. This includes a responsibility to only bring forward cases to arbitration those that
7 have considerable merit and therefore have at least a decent chance of succeeding. For the
8 reasons above, CCEA rationally decided that Complainant's grievance was not one of those
9 cases. Such reasoning is a routine decision based on the merits of the grievant's case that unions
10 make on a near daily basis and cannot possibly be said to be "so far outside a wide range of
11 reasonableness that it is wholly irrational or arbitrary."

12 Complainant is unable to offer any evidence of CCEA processing or handling her
13 grievance in a discriminatory manner. CCEA evaluated her grievance using the same procedures
14 that it uses for all other employees it represents. There exists no proof of discrimination that is
15 intentional, severe, and unrelated to legitimate union objectives.

16 Similarly, Complainant cannot illustrate any evidence whatsoever of bad faith on the part
17 of CCEA. Unlike some of the above cases that were deemed to be duty of fair representation
18 violations, CCEA acted with no fraud, deceitful action, or dishonest conduct. CCEA's reasoning
19 for declining to take Complainant's grievance to arbitration was consistent, in good faith, and
20 based entirely on the merits, the need to stay consistent with what was negotiated with CCSD,
21 and the desire to use member dues money in as responsible a manner as possible. In fact, the
22 only way here in which CCEA would be demonstrating bad faith is if the union arbitrated
23 Complainant's grievance as she wanted and proceeded to demand that she receive a \$25,000

1 salary increase in contrast with the shared meaning with CCSD on what Article 26 of the
2 Negotiated Agreement would entail.

3 This Board has consistently held that only the most egregious and heinous actions by
4 unions in processing the grievances of employees constitutes violations of their duty of fair
5 representation. CCEA conducted none of the egregious or heinous actions from cases such as
6 *Guzman* or *Fraley* that would be in the realm of arbitrary, discriminatory, or in bad faith. CCEA
7 decided not to process Complainant's grievance to arbitration not because she endorsed a
8 political rival to elected leadership, or because she filed a complaint with a labor board, but
9 because her case did not conform with what was negotiated with in the current contract.
10 Complainant possesses no probable cause to argue that CCEA in electing not to arbitrate her
11 grievance breached its duty of fair representation to her. Her complaint brings no new legal
12 questions for this Board to evaluate, as it has already held repeatedly that a union who decides
13 not to take an employee's grievance to arbitration for reasons that are non arbitrary, non
14 discriminatory, and are based on good faith needs to maintain the shared understanding of the
15 contract's terms with the employer and to most effectively utilize funds from members do not
16 constitute violations of the duty of fair representation. This Complaint is therefore "spurious or
17 frivolous" pursuant to NAC 288.375.

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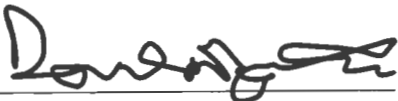
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1 **IV. CONCLUSION**

2 For these reasons, the Board should dismiss Ms. DeSouza’s Complaint as it pertains to
3 CCEA.

4 **DATED this 4th day of November, 2024.**



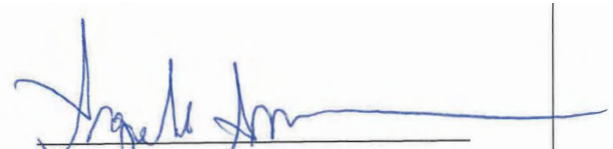
Dante Dabaghian (NV Bar No. 16837)
General Counsel
Clark County Education Association
4230 McLeod Drive
Las Vegas, NV 89121
ddabaghian@ccea-nv.org
Attorney for Complainants, CCEA

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CERTIFICATE OF MAILING

I hereby certify that on the 4th day of November, 2024, I deposited a true and correct copy of the foregoing **MOTION TO DISMISS** in the United States Mail, postage prepaid thereon, addressed as follows:

TREVOR J. HATFIELD, ESQ.
HATFIELD & ASSOCIATES, LTD.
703 S. Eight Street
Las Vegas, NV 89101
702-388-4469
Attorney for Complainant

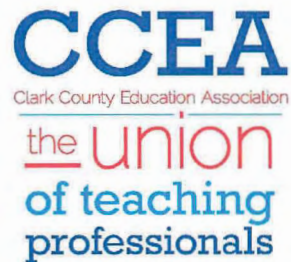
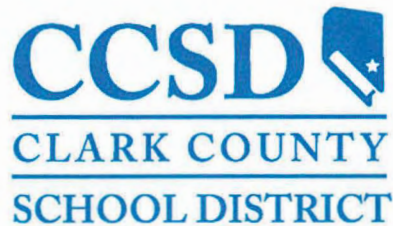


AN EMPLOYEE OF CCEA

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EXHIBIT 1

Negotiated Agreement
between the
Clark County School District
and the
Clark County Education Association



2023-2025

- 22-8 When a teacher specialist is in charge of the entire student class of a regularly assigned classroom teacher, the regularly assigned classroom teacher may, with the permission of the principal, leave the classroom and use that time for professional purposes. The principal shall not unreasonably withhold such permission from the requesting teacher.
- 22-9 Travel time of any teacher required to travel during the normal school day shall be considered as a part of such teacher's teaching day.
- 22-10 The provisions of 22-1 through 22-9 above relate to the time classroom teachers and other employees covered by this Agreement are required to remain at the school premises where their primary functions are performed. It is further recognized by the parties that all employees covered by this Agreement will find it necessary to work additional time either at such premises or away from such premises to fulfill the full scope of their professional responsibility. As a result, the employees covered by this Agreement agree to perform that additional work necessary to adequately fulfill their professional responsibility without additional compensation except as otherwise provided by specific provisions of this Agreement.
- 22-11 It is the intent of the District that the time added to the teachers' workday beyond the seven (7) hours shall be implemented with the start of the 1990-91 contracted school year and shall be used to increase existing periods at the secondary level and subject areas at the elementary level.

**ARTICLE 23
NO STRIKES/WORK STOPPAGES**

- 23-1 It is hereby agreed by the Association that there will be no strikes, stoppages of work or slowdown of the operations of the School District during the term of this Agreement.
- 23-2 It is hereby agreed by the School District that there will be no lock-out of employees during the term of this Agreement.

**ARTICLE 24
GENERAL SAVINGS CLAUSE**

- 24-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

**ARTICLE 25
TEACHERS' CONTRACT OF EMPLOYMENT**

- 25-1 This Agreement shall be incorporated by reference and become a part of the teachers' contract of employment.

**ARTICLE 26
PROFESSIONAL COMPENSATION**

- 26-1 The following definition of terms shall apply to Article 26 and any other applicable portions of this Agreement.

- a. Professional Salary Table (PST): The salary table shall be effective on July 1, 2023, with an implementation date of February 1, 2024, and retroactive payments in accordance with Article 26-21 of this Agreement, for each employee pursuant to their contract (Table 1).
- b. Contact units earned for participation in designated coursework or professional development, in accordance with the September 1, 2023, PGS Reference Guide (see addendum).
- c. Professional Salary Table Column: On the PST the columns across which those who earn contact units advance.
- d. Professional Salary Table Step: On the PST the steps by which those who earn service credit advance.
- e. PGS Advisory Panel (made up of representatives from CCSD and CCEA): The panel which will hear disputes related to the interpretation and implementation of the PGS advancement process.
- f. NEPF: The Nevada Educator Performance Framework or any licensed personnel evaluation framework mandated by Nevada statute and/or CCSD policy (as applicable) for use during the time period of this Agreement.

26-2

Licensed personnel shall move from one column to the next on the salary table in accordance with the provisions below. For purposes of this section, use of the term NEPF shall refer to the Nevada Educator Performance Framework or to any licensed personnel evaluation framework mandated for use during the time period of this agreement.

26-2-1

With the exception noted in Article 26-2-2, all licensed personnel shall only move from one column to the next column on the salary table once every three years, and such movement shall occur as follows:

- a. Licensed employees may move across one column every three years consecutive or combined if the employee has completed 225 contact units in accordance with that individual's professional growth plan.
- b. Movement to a new column on the salary schedule shall be to the next column and then one step, as part of regular step movement, down on the salary schedule, i.e., move across and one step down. No licensed employee will be eligible for more than one step movement per year, in total.
- c. These provisions apply to Articles 26-2-1 and 26-2-2.
- d. The process for licensed employees to move across one column pursuant to this Article shall begin in the school year 2016-2017.
- e. Accumulated units may only be utilized to move across one column at a time; in other words, the same units may not be utilized as the basis for multiple column moves.

26-2-2

For the term of this agreement, licensed employees who are assigned to work in any designated Title 1, Tier 1, or Title 1, Tier 2, school for two consecutive school years, commencing with the 2016-2017 school year, and who are otherwise eligible to move across one column on the salary table may do so once every two school years, provided that:

EXHIBIT 2

1 AFFIDAVIT OF JOHN VELLARDITA

2 STATE OF NEVADA)

3 COUNTY OF CLARK) ss.

4 John Vellardita being first duly sworn and under penalty of perjury does say and depose
5 the following:

6 I am currently the Executive Director at the Clark County Education Association
7 (CCEA), and served as the Chief Negotiator for the current Negotiated Agreement between
8 CCEA and the Clark County School District (CCSD). For this Negotiated Agreement, the parties
9 agreed to a 10% wage increase for approximately 16,500 bargaining unit members effective
10 February 1, 2024, and retroactive to July 1, 2023. In implementing the salary increase, CCEA
11 and CCSD agreed that existing employees, excluding future new hires, would be placed on a
12 new salary table at the Column and Step that was closest to what their new salary would be with
13 the 10% increase applied. For most existing employees, this resulted in their placement on the
14 new salary table being rounded down to both one Column and one Step lower than there
15 placement on the previous salary table from the 2021-2023 Negotiated Agreement. This did not
16 constitute a reduction in the paygrade or salaries of these existing employees, but rather, it
17 enacted an increase in pay for all then-existing bargaining unit members, and rounded their new
18 salaries either down or up to the nearest Column and Step on the new salary table based on their
19 salary from the previous contract, plus the 10% increase.

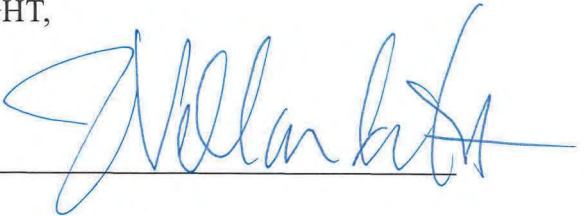
20 CCSD needed to recruit more teachers in a competitive market. So, in order to
21 incentivize highly educated teachers to work at this district, we agreed for the current agreement
22 to create separate columns on this same new salary table based on relevant education for
23 bargaining unit members who were hired on February 1, 2024 or later. For example, if someone

1 was newly hired by CCSD beginning in the 2024-2025 school year and had a Master's degree
2 that was relevant to their instruction content, they would be placed in "Column IV" of the new
3 salary table. This only applied to new hires, not existing employees. So, this means that Ashley
4 DeSouza, as an existing employee whose salary before the 10% increase was approximately
5 \$54,376, had her salary increased to \$59,814 with the 10% increase, and subsequently was
6 placed in the closest column on the new salary table to reflect this increase, which was "Column
7 I, Step D." In negotiating for this provision, it was never the intention of either CCEA or CCSD
8 to have existing employees' placements on the new salary table reflect the exact same Column
9 and Step as their placements on the previous salary table.

10 Ms. DeSouza on February 20, 2024 filed a grievance disputing the shared understanding
11 of CCEA and CCSD pertaining to the placement of employees on the salary table for the current
12 Negotiated Agreement, claiming that she should have been placed at "Column II, Step E" on the
13 new salary table, or alternatively, in "Column IV, Step I," due to her having a Master's degree
14 and nine years of experience. This is an incorrect interpretation of the current Negotiated
15 Agreement because, as explained above, she was not a new hire by CCSD, and her previous
16 salary as an existing employee, paired with the 10% increase, brought her salary to \$59,814,
17 which was nearest to "Column I, Step D" of the new salary table. On May 29, 2024, Ms.
18 DeSouza and I discussed her grievance over a phone call. During the call, I explained to her that
19 the method of placement for affected bargaining unit members on the new salary table was done
20 according to the intentions of, and understanding of negotiations between, CCEA and CCSD, and
21 that her individual placement on the new salary table was correct and pursuant to the terms of the
22 current Negotiated Agreement. I also told her that because of the above, her interpretation of the
23 contract was incorrect and therefore her grievance lacked merit. It is for this reason that CCEA


1 elected not to pursue her grievance to arbitration. I also facilitated Ms. DeSouza's request to meet
2 with CCEA's Executive Board in order to appeal the union's Member Rights Committee's
3 decision not to take her case to arbitration.

4
5
6 FURTHER YOUR AFFIANT SAYETH NAUGHT,

7
8 

9 John Vellardita

10
11 SUBSCRIBED and SWORN to before me this 30th Day of October, 2024.

12 

13 NOTARY PUBLIC in and for said
14 CLARK COUNTY and NEVADA

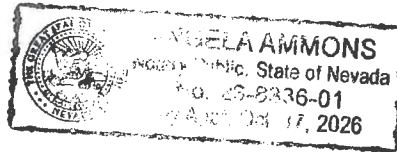


EXHIBIT 3

- b. Name
 - c. Worksite
 - d. Home Address
 - e. A clear statement of the intent to withdraw membership.
 - f. The last 4 digits of the member's Social Security Number
 - g. Signature
2. A Photo ID will be required to verify a match to the letter being dropped off by the member.
 3. May participate in an Exit Interview.

EBD 7/9/18

B. ASSOCIATE MEMBERSHIP

Association

1. Associate Membership Benefit Criteria

- A. Publications
- B. Email Alerts
- C. CCEA Event Sponsorship
- D. Recognition in publications and web page
- E. Attendance to CCEA meetings by invitation of the President or designee

ARC 5/22/12

2. Association Roles Membership

member whose employment with CCSD terminates and then is rehired will still be eligible to hold leadership or committee roles so long as they have not dropped their membership other than through the termination of their employment.

ARC 4/23/24

C. MEMBER RIGHTS - ARBITRATION

Executive Board

1. Responsibilities

- A. It is the responsibility of the Member Rights Committee (MRC) to make determinations relating to the disposition of grievances that have been processed through the Grievance Process as described in the Collective Bargaining Agreement (CBA) between Clark County Education Association (CCEA) and the Clark County School District (CCSD).
- B. The MRC will, after a hearing, determine whether the grievance shall be taken to final arbitration.
- C. The MRC is under no obligation to further any grievance to arbitration.

2. Proceedings regarding cases filed by the Association:

- A. Grievances resulting from a dispute relating to the Collective Bargaining Agreement (CBA) that have completed Level 2 of the Grievance Process are to be brought before the MRC for disposition. Grievances related to admonitions that were accompanied by a suspension will not be brought before the Member Rights Committee.
- B. Association Staff shall prepare a report outlining pertinent information relating to the grievance. Included in the report will be a recommendation on whether to proceed to binding arbitration or not.
- C. The Grievant will be notified of the time and place of the hearing and whether the Association Staff recommends arbitration.
- D. During the hearing, the Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than

EBD 11/5/22
04/23/2024

twenty (20) minutes. Upon conclusion of the presentation, committee members may ask pertinent questions of the staff member.

- E. The Grievant may be present during the staff presentation. The Grievant and any accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee.
- F. The Grievant will have the opportunity to present information to either support or challenge the staff recommendation for case disposition. The Grievant may make a presentation lasting no more than twenty (20) minutes.
- G. The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.
- H. The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.
- I. Prior to deliberations, member(s) of the MRC may ask pertinent questions of the Association Staff.
- J. Prior to deliberations, member(s) of the MRC may ask pertinent questions of the Association Staff.
- K. Upon completion of all oral/written evidence/presentations, the MRC will, in a closed session, deliberate the case and make a determination whether or not to proceed to binding arbitration. The MRC shall forward a written finding to the grievant within ten (10) calendar days of its decision. It is permissible for the MRC to table a case until the next scheduled meeting and render a decision at that time.
- L. Upon a majority vote of the MRC, time limits and/or witness representative limits may be waived.
- M. If the Grievant fails to attend the MRC meeting and does not notify the CCEA staff liaison at least twenty-four (24) hours prior to the meeting, the Grievant waives his/her right to appeal the MRC's decision. In the event of an emergency that prevents the Grievant from providing the required twenty-four-hour notice, the Grievant may request that the MRC waive this rule and hear their case.

3. Proceedings regarding cases filed by an individual

- A. A copy of the grievance(s) filed by an individual member of the bargaining unit, along with copies of supporting documents and a summary of their argument, shall be provided by CCEA within thirty (30) days following the appeal of the grievance to arbitration.
- B. Association Staff shall prepare a report outlining pertinent information relating to the grievance. Included in the report will be a recommendation on whether to proceed to binding arbitration or not.
- C. The Grievant will be notified of the time and place of the hearing and whether the Association Staff recommends arbitration.
- D. During the hearing, the Association Staff will present oral/written arguments supporting the recommendation. The Association Staff may make a presentation lasting no more than

twenty (20) minutes. Upon conclusion of the presentation, committee members may ask pertinent questions of the staff member.

- E. The Grievant may be present during the staff presentation. The Grievant and anyone accompanying the Grievant will remain silent and not interrupt the proceedings unless specifically asked to respond to a question or a point of information by the Chairperson of the Committee.
- F. The Grievant will have the opportunity to present pertinent information to either support or challenge the staff recommendation for case disposition. The Grievant may make a presentation lasting no more than twenty (20) minutes.

The Grievant may present oral/written evidence/arguments. The Grievant may be accompanied by up to three (3) witnesses or representatives. Upon the conclusion of the presentation, committee members may ask pertinent questions of the Grievant and/or witnesses.

- G. Prior to deliberations, members of the MRC may ask pertinent questions of the Association Staff.
- H. Upon completion of all oral/written evidence/presentations, the MRC will, in a closed session, deliberate the case and make a determination whether or not to proceed to binding arbitration. The MRC shall forward a written finding to the Grievant within ten (10) calendar days of its decision. It is permissible for the MRC to table a case until the next scheduled meeting and render a decision at that time.
- I. Upon the majority vote of the MRC, time limits and/or witness representative limits may be waived.
- J. If the Grievant fails to attend the MRC meeting and does not notify the CCEA staff liaison at least twenty-four (24) hours prior to the meeting, the Grievant waives his/her right to appeal the MRC's decision. In the event of an emergency that prevents the Grievant from providing the required twenty-four-hour notice, the Grievant may request that the MRC waive this rule and hear their case.
- K. Grievances related to admonitions that were accompanied by a suspension will be treated as a suspension under Paragraph D of this Article and will not be brought before the Member Rights Committee.

Adopted 11/5/22
Executive Board

4. Appeal Procedure

- A. In the event the Grievant was present at the MRC meeting and discovers new information which the Grievant believes the MRC should consider he or she may appeal to the Association's Executive Board. Said request for reconsideration of the MRC's decision must take place within thirty (30) days of the MRC decision. New information is any information that was not known or available at the time of the MRC vote.
- B. The MRC Chairperson or designee will submit a report to the Executive Board summarizing the committee's deliberations/determination of the case on appeal.
- C. If the Grievant fails to attend the appeal hearing and does not notify the CCEA President at least twenty-four (24) hours prior to the hearing date the appeal shall be denied. In the event of an emergency that prevents the Grievant from providing the required twenty-four-hour notice, the Grievant may request that the MRC waive this rule and hear their case.
- D. If the Association Staff has new information, as defined in Section 4.A. above, the Association staff may, at any time, request that the MRC reconsider its earlier vote to arbitrate the Grievant's case.

5. Confidentiality

- A. All proceedings of the MRC shall be held in closed session and, with the exception of required minutes, shall remain confidential.
- B. Except as required by the bylaws of CCEA, all appeals to the CCEA Executive Board shall be held in closed session and, with the exception of required minutes, shall remain confidential.

6. Funding

- A. MRC's decision to arbitrate does not determine funding.
- B. Funding for the arbitration of suspension(s) and/or dismissal(s) will be determined by the CCEA Legal Services Program Policy and Procedures.
- C. If MRC determines that a grievance shall go to arbitration the grievance arbitration will only be funded if the grievant was a member at all times of the occurrence (i.e. the act or series of acts that lead to the grievance) and shall not have voluntarily terminated membership prior to and up to the decision of the arbitrator.
- D. Grievant(s) who do not meet the criteria in 6.C. shall pay for the arbitration according to the CCEA's fee schedule as contained in Section 6. E.
- E. If the Grievant does not qualify for funding but wishes to have the case proceed through arbitration, then the Grievant shall be required to submit a fee to CCEA in the amount of \$3,600.00 no later than sixty (60) days prior to the arbitration hearing. This fee is to cover staff time and administrative costs at a rate of \$100.00 per hour for thirty-six (36) hours of preparation and advocacy. Time in excess of thirty-six (36) hours, as well as related expenses such as the cost of obtaining witnesses, shall be charged to and paid by the Grievant within thirty (30) days of billing by CCEA. An additional fee in an amount equal to one-half (1/2) of the anticipated arbitrator's fee for hearing days and deliberation plus one-half (1/2) of the anticipated cost of a court reporter shall also be submitted to CCEA no later than sixty (60) days prior to the arbitration hearing. Should the Grievant's half of the arbitrator's and/or court reporter's fees be less than the amount submitted, then the excess shall be returned to the Grievant. Similarly, the Grievant shall be responsible for one-half (1/2) of any fees and costs charged by the arbitrator and/or court reporter in excess of that already submitted by the Grievant.

EBD 1/25/11

EXHIBIT 4

Negotiated Agreement
between the
Clark County School District
and the
Clark County Education Association



2021-2023

return to the School District. However, if the individual has worked in another school district during that time period, the salary of the most recent Nevada school district shall apply.

26-9-5 The parties agree to meet and discuss revisions to this Agreement to comply with the provisions of Senate Bill 293 of the 81st Session of the Nevada Legislature.

26-10 An experienced licensed employee new to the School District who has not been employed as a licensed employee within the previous three school years, or who does not meet the requirements of Article 26-9, shall be placed on the PST as follows.

26-10-1 The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the Transitional Salary Schedule (TSS) in use for the 2015-2016 transition to the new PST. With the exception of the previous provision regarding maximum experience credit, all other bargaining provisions and regulations which governed TSS shall be utilized for such placement prior to movement to the PST.

26-10-2 The District will then move the licensed employee to the PST in accordance with the provisions of this Article and the Article 26 Transition Memorandum of Agreement (MOA).

26-10-3 Placement of an experienced licensed employee new to the District who has not been employed as a licensed employee within the previous three school years shall be discussed no later than November 30, 2017, for determination of placement processes in future years.

26-10-4 When determining such placement, the following provisions shall be in effect:

26-10-4-1 In addition to complying with Nevada Revised Statutes for placement of licensed personnel with licensed experience in the state of Nevada, the District shall credit the licensed employee with professional growth credit for placement on the TSS for any course(s) taken that is related to:

(a) The licensed employee's PK-20 related major or minor field of preparation, and for this section PK-20 is defined as a degree in the education of students at any of the following levels:

PK-14: Pre-School to Two-Year Degree
PK-16: Pre-School to Four-Year Degree
PK-18: Pre-School to Master's degree
PK-20: Pre-School to Graduate Degree

(b) The teacher's most recent licensed assignment, or

(c) The licensed employee's present endorsement(s), excluding a substitute endorsement, or PK-20 related degree(s), or

(d) Additional endorsement(s), excluding a substitute endorsement, being pursued by the licensed employee, or

(e) Additional PK-20 related degree(s) being pursued by the licensed employee.

LICENSED PROFESSIONAL SALARY TABLE

Fiscal Year 2023

Effective August 1, 2023

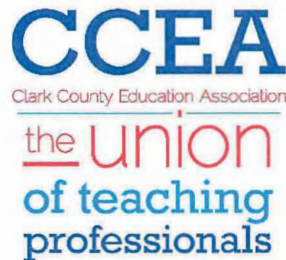
COLUMN									
STEP	I	II	III	IV	V	VI	VII	VIII	
A			54,376	60,058	65,740	71,421	77,103	8	
B		50,115	55,796	61,478	67,160	72,842	78,523	8	
C		51,535	57,217	62,898	68,579	74,262	79,943	8	
D		52,954	58,637	64,318	70,001	75,683	81,365	8	
E		54,376	60,058	65,740	71,421	77,103	82,785	8	
F	50,115	55,796	61,478	67,160	72,842	78,523	84,206	8	
G	51,535	57,217	62,898	68,579	74,262	79,943	85,626	9	
H	52,954	58,637	64,318	70,001	75,683	81,365	87,046	9	
I	54,376	60,058	65,740	71,421	77,103	82,785	88,467	9	
J	55,796	61,478	67,160	72,842	78,523	84,206	89,887	9	

Licensed employees completing the following years of District service will be eligible for longevity compensation for which PERS contributions will be made:

Longevity Table	
Years of Service >=	Amount
-	\$ -
10	\$ 750
16	\$ 1,000
21	\$ 1,500
26	\$ 2,000

EXHIBIT 5

Negotiated Agreement
between the
Clark County School District
and the
Clark County Education Association



2023-2025

26-8 An experienced licensed employee new to the School District who has not been employed as a licensed employee within the previous three school years shall be placed on the PST as follows.

26-8-1 The School District will utilize the experienced employee's accumulated credits and experience to place the licensed employee on the PST.

26-8-2 Placement of an experienced licensed employee new to the District who has not been employed as a licensed employee within the previous three school years shall be discussed no later than November 30, 2017, for determination of placement processes in future years.

26-8-3 When determining such placement, the following provisions shall be in effect:

26-8-3-1 In addition to complying with Nevada Revised Statutes for placement of licensed personnel with licensed experience in the state of Nevada, the District shall credit the licensed employee with professional growth credit for placement on the PST for any course(s) taken that is related to:

u

(a) The licensed employee's PK-20 related major or minor field of preparation, and for this section PK-20 is defined as a degree in the education of students at any of the following levels:

PK-14: Pre-School to Two-Year Degree
PK-16: Pre-School to Four-Year Degree
PK-18: Pre-School to Master's degree
PK-20: Pre-School to Graduate Degree

(b) The teacher's most recent licensed assignment, or

(c) The licensed employee's present endorsement(s), excluding a substitute endorsement, or PK-20 related degree(s), or

(d) Additional endorsement(s), excluding a substitute endorsement, being pursued by the licensed employee, or

(e) Additional PK-20 related degree(s) being pursued by the licensed employee.

(f) Professional development credits ONLY if such credits were received after a Bachelor's degree and were required for an "alternative route to licensure" program leading to a standard teaching license in another state.

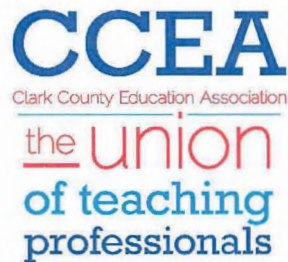
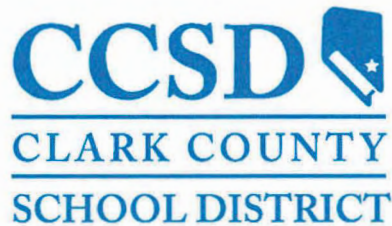
26-8-3-2 "Most recent licensed assignment" is defined as the class or classes the employee was assigned or licensed to teach in the most recent school year he/she worked or the class or classes the employee was notified would be taught in the subsequent school year.

26-8-3-3 "Related to" is defined as courses in the subject area taught at the secondary level and the basic core subjects such as, but not limited to, English, reading, math, and science at the elementary level.

- 26-8-3-4 "Additional endorsement(s) being pursued" is defined as taking the minimum number of courses which would qualify for an endorsement, or ten semester credit hours or the equivalent, approved by the Nevada Department of Education as meeting the requirements for an endorsement.
- 26-8-3-5 "Additional PK-20-related degree(s) being pursued" is defined as enrollment in a program leading to a PK-20-related degree, or other evidence which would indicate that the courses taken will lead to the awarding of a PK-20-related degree and which may be used for placement on the salary schedule in accordance with provisions of this Article.
- 26-8-3-6 With the exception of Article 26-8-3-1 (f), specifically excluded are courses which are not credit bearing toward a degree or in-service courses not offered by the District. In addition, the District may deny credit for courses which it deems are of a frivolous nature or which are not related to the established curriculum of the District. The definition of frivolous shall be grievable.
- 26-8-3-7 Only PK-20-related, advanced degrees awarded by an accredited institution recognized by the Commission on Professional Standards in Education in a field pertinent to the position and valid in their entirety for Nevada certification for level and subject taught will be recognized for advancement on the salary schedule.
- 26-8-3-8 Non-educational, "professional" degrees such as doctors of chiropractic, homeopathy, veterinary or other medicine, dentistry, divinity, juris doctor, business, MBA and similar degrees shall be awarded degree class placement on the licensed employees' salary schedule only if substantively related to the licensed employee's current assignment.
- 26-8-3-9 Licensed personnel required to take CEUs to maintain a professional accreditation that is required by the appropriate agency as determined by that state's licensing regulations shall be subject to the requirements and may use CEUs in lieu of professional growth. CEUs earned during the 2004-2005 school year and beyond may be used in lieu of professional growth credits at the rate of fifteen contact hours to one professional growth credit. CEUs must be earned through an appropriate, accredited provider.
- 26-9 The contracted salary of a licensed employee as specified in the schedules named in Article 26-1 shall be made in twenty-four (24) equal installments payable twice monthly, not to exceed twenty-four (24) payments per year.
- 26-10 ROTC instructors/ROTC instructor assistants shall be placed in accordance with the applicable provisions of Article 26-8, or in accordance with the ROTC instructor's/assistant's minimum instructor pay (MIP) in accordance with the applicable Defense Department regulations pertaining to minimum military instructor pay for ROTC instructors, whichever is higher.
- 26-11 Newly hired licensed nurses shall be placed on the PST in accordance with Section 26-7 or 26-8 whichever is applicable. Newly-hired licensed nurses shall be eligible for compensation on the Differentiated Salary Schedule after one (1) year of employment.

EXHIBIT 6

Negotiated Agreement
between the
Clark County School District
and the
Clark County Education Association



2023-2025

Clark County School District
Licensed Professional Salary Table FY 2023-2024
Effective July 1, 2023 with an implementation Date of February 1, 2024
(For Illustrative Purposes)

Years	Education	BA & B&I	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	A	\$55,127	\$61,376	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626
2	B	\$56,689	\$62,939	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188
3	C	\$58,249	\$64,501	\$70,750	\$77,001	\$83,251	\$89,502	\$95,751	\$102,001	\$108,251	\$114,501	\$120,751
4	D	\$59,814	\$66,064	\$72,314	\$78,563	\$84,813	\$91,064	\$97,314	\$103,563	\$109,813	\$116,063	\$122,313
5	E	\$61,376	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	\$123,876
6	F	\$62,939	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	\$125,438
7	G	\$64,501	\$70,750	\$77,001	\$83,251	\$89,502	\$95,751	\$102,001	\$108,251	\$114,501	\$120,751	\$127,001
8	H	\$66,064	\$72,314	\$78,563	\$84,813	\$91,064	\$97,314	\$103,563	\$109,813	\$116,063	\$122,313	\$128,563
9	I	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	\$123,876	\$130,126
10	J	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	\$125,438	\$131,689

10% COLA JULY 2023

1.875% has been added to the salaries herein for illustrative purposes pursuant to Article 26-12

Employees can progress on the salary schedule through the PGS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

- BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught
- BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA- Master's Degree from an accredited institution and a field pertinent to subject taught
- MA +16 - Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA +48- Master's Degree plus 48 college credits from an accredited institution and a field pertinent to subject taught
- PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

Clark County School District
Licensed Professional Salary Table FY 2024-2025
Effective September 1, 2024 for CEY personnel and October 1, 2024 for CER personnel
(For Illustrative Purposes)

Years	Education	BA & B&I	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	A	\$59,537	\$66,286	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036
2	B	\$61,224	\$67,974	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723
3	C	\$62,909	\$69,661	\$76,410	\$83,161	\$89,911	\$96,662	\$103,411	\$110,161	\$116,911	\$123,661	\$130,411
4	D	\$64,599	\$71,349	\$78,099	\$84,848	\$91,598	\$98,349	\$105,099	\$111,848	\$118,598	\$125,348	\$132,098
5	E	\$66,286	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036	\$133,786
6	F	\$67,974	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723	\$135,473
7	G	\$69,661	\$76,410	\$83,161	\$89,911	\$96,662	\$103,411	\$110,161	\$116,911	\$123,661	\$130,411	\$137,161
8	H	\$71,349	\$78,099	\$84,848	\$91,598	\$98,349	\$105,099	\$111,848	\$118,598	\$125,348	\$132,098	\$138,848
9	I	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036	\$133,786	\$140,536
10	J	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723	\$135,473	\$142,224

8% COLA September/October 2024

1.875% has been added to the salaries herein for illustrative purposes pursuant to Article 26-12

Employees can progress on the salary schedule through the PGS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

- BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught
- BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA- Master's Degree from an accredited institution and a field pertinent to subject taught
- MA +16 - Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA +48- Master's Degree plus 48 college credits from an accredited institution and a field pertinent to subject taught
- PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

EXHIBIT 7

March 8, 2024

RoAnn Triana
Chief Human Resource Officer
Clark County School District
2832 E. Flamingo Rd.
Las Vegas, Nevada 89141

RE: Grievance #2324-IND-004, Ashley DeSouza

Dear Ms. Triana:

As Step II was denied, pursuant to Article 4: Grievance and Arbitration Procedure the Association is appealing the above-referenced grievance(s) to arbitration.

Sincerely,



Alexandria Shelton
Advocacy & Representation Case Manager

CC: Ashley DeSouza
Linda West

EXHIBIT 8



June 27, 2024

RoAnn Triana
Assistant Human Resource Officer
Clark County School District
2832 E. Flamingo Rd.
Las Vegas, Nevada 89141

Re: Grievance #2324-IND-004, Ashley DeSouza

Dear Ms. Triana:

The Association hereby withdraws the above-referenced grievance(s) with prejudice.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Shelton". The signature is fluid and cursive, with a large initial "A" and "S".

Alex Shelton
Advocacy & Representation Case Manager

Cc: Linda West

EXHIBIT 9

Dante Dabaghian

From: Linda Jones
Sent: Thursday, October 24, 2024 11:34 AM
To: Dante Dabaghian
Subject: FW: Can you explain this

FYI

From: Linda Jones
Sent: Thursday, February 15, 2024 9:44 AM
To: Stacy Smith [Human Resources] <richasa@nv.ccsd.net>
Cc: BARTOAR@nv.ccsd.net
Subject: RE: Can you explain this

Hello Stacy,
Thank you very much for your response. Have a great day & weekend.
Linda West

From: Stacy Smith [Human Resources]
Sent: Thursday, February 15, 2024 9:20 AM
To: Linda Jones <ljones@ccea-nv.org>
Cc: BARTOAR@nv.ccsd.net
Subject: Re: Can you explain this

Hi Linda,

My apologies for the long delay. Thank you for your inquiry. Ashley and I discussed the language that was provided to me. All employees hired during the 2023-2024 school year prior to 02/01/2024 will follow the language in place prior to the arbitration decision.

On Mon, Feb 12, 2024 at 4:17 PM Linda Jones <ljones@ccea-nv.org> wrote:

Hello Stacy,

I have copied Ashley DeSouza on this email because she & I have been in communication. She is under the impression that she was not placed correctly since she was newly hired this year. She thinks that the salary table that was implemented 2/1/24 should be retroactively applied to her since it was effective July 1, 2023. She said there is nothing in the contract language that was approved the CCSZD, that says the 1/31/24 cutoff date though the memo you sent out said that it will be implemented on 2/1/24. Can you please reply to this email to let me know what you shared with her or to explain her placement? I will await your response

In Unity,

Linda West

Advocacy & Representation / SOT Project Coordinator

Dante Dabaghian

From: Alex Shelton
Sent: Friday, November 1, 2024 11:41 AM
To: Dante Dabaghian
Subject: FW: Arbitration - DeSouza 2324-IND-004
Attachments: 1.MRC Grievance Procedures Packet.pdf

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Alex Shelton
Sent: Friday, March 08, 2024 8:25 AM
To: BARTOAR@nv.ccsd.net
Cc: Linda Jones <ljones@ccea-nv.org>
Subject: RE: Arbitration - DeSouza 2324-IND-004

Ashley,

Thank you for notifying CCEA that your independent grievance has been denied at the Step II hearing. CCEA will send a letter to the CCSD appealing your case to arbitration. This will preserve the timelines on your case. It does not, however, mean that your grievance will be arbitrated.

Your grievance will now be heard by the CCEA Member Rights Committee. This Committee is comprised of other current educators within the District. They will determine whether the case will go to arbitration. Prior to their determination they will receive a recommendation on the case from Linda West. You will also be afforded the opportunity to make a presentation on your behalf. A copy of the MRC's procedures is enclosed. If the MRC determines that the case should not be arbitrated, you could appeal their decision to the CCEA Executive Board if you attended the meeting and discover new information that you believe should have been considered.

The MRC will meet virtually on Thursday, March 28, 2024, to consider your independent grievance for arbitration. If you wish to make a presentation to the committee, please notify me as soon as possible via email at: ashelton@ccea-nv.org and the Zoom login link for the meeting will be shared with you on the day of the meeting, to your **personal** email address on file, which our records show is: bartoszek32@gmail.com

Please keep in mind that MRC will only determine whether your case should move forward to arbitration. This is not an arbitration date. The MRC will begin to review cases at 4:00 PM on a first come, first served basis. The procedures for this committee are attached. Please reach out to your representative, Linda West, directly if you have any further questions.

Thank you,
Alexandria Shelton
Chief of Staff
Clark County Education Association
4230 McLeod Dr.
Las Vegas, NV. 89121
702-733-3063

From: Linda Jones <ljones@ccea-nv.org>
Sent: Thursday, March 07, 2024 4:38 PM
To: Alex Shelton <ashelton@ccea-nv.org>
Subject: FW: Arbitration

From: Ashley Desouza [Brown, Hannah Marie ES]
Sent: Thursday, March 07, 2024 4:21 PM
To: Linda Jones <ljones@ccea-nv.org>
Subject: Arbitration

Hello Ms. West,

I hope you are having a nice day. I am writing to inform you that CCSD denied my grievance and I would like to move forward with the next step of the grievance process. I know I am under a timeline and would like some help with this matter through the Association to move forward with the arbitration process.

CCSD did not initially place me on the PST according to the terms of the 2023-2025 Negotiated Agreement. I was separated from CCSD for over 3 years where I did not use my teaching license before returning again to the district with an effective start date of July 26, 2023. I have read through the 2023-2025 Negotiated Agreement many times and nothing suggests that initial placement only pertains to new hires after January 31st 2024. CCSD is retroactively paying teachers since the start of the school year, therefore honoring that the contract has indeed been effective since July 1, 2023. CCSD currently has me at 1D, and I should be at 4H. As you know, this initial placement is significant and I will never have another opportunity to have my placement fixed.

I tried to handle this matter on my own, but I really need your support now more than ever. Please help me to get the compensation I deserve according to the 2023-2025 Negotiated Agreement.

Respectfully,
Ashley DeSouza
702-908-7284

Dante Dabaghian

From: Linda Jones
Sent: Thursday, October 24, 2024 11:31 AM
To: Dante Dabaghian
Subject: FW: In regards to my grievance presentation on 3/28/24

From: Ashley DeSouza
Sent: Wednesday, March 27, 2024 4:52 PM
To: Alex Shelton <ashelton@ccea-nv.org>
Cc: Linda Jones <ljones@ccea-nv.org>
Subject: Re: In regards to my grievance presentation on 3/28/24

Hello Alexandria,

Thank you for confirming that CCEA has received all required documents. In my presentation I will be referencing my Offer of Employment from CCSD as well as the 2023-2025 Negotiated Agreement, specifically Article 26-8, Article 26-8-1, Article 26-19 and Article 40.

I would also like to note that some of the Article item numbers that were cited in my grievance have changed since the published copy of the 2023-2025 Negotiated Agreement was released. When I wrote the grievance letter the published copy had not yet been released and I was referencing the 2023-2025 Negotiated Agreement found at Boarddocs.com from the January 25th, 2024, Board of Trustees meeting. Article 26-10 of my grievance is now reflected as Article 26-8 of the 2023-2025 Negotiated Agreement, and Article 26-10-1 is now Article 26-8-1.

I appreciate your time and consideration in this matter. I look forward to presenting at tomorrow's MRC meeting. Thank you.

Sincerely,
Ashley DeSouza

On Wed, Mar 27, 2024 at 1:24 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

[CCEA has received all required documents.](#)

Thank you,

Alexandria Shelton

Chief of Staff

Clark County Education Association

4230 McLeod Dr.
Las Vegas, NV. 89121

702-733-3063

From: Ashley DeSouza <bartoszek32@gmail.com>
Sent: Tuesday, March 26, 2024 3:54 PM
To: Linda Jones <ljones@ccea-nv.org>
Cc: Alex Shelton <ashelton@ccea-nv.org>
Subject: In regards to my grievance presentation on 3/28/24

Hello Ms. West,

I am preparing for my Member Rights committee Grievance presentation and am following the steps outlined under the Member Rights Committee Grievance Procedures that Alexandria Shelton sent to me. Under item #3A, Proceedings regarding cases filed by an Individual, it states that a copy of the grievance filed by an individual member of the bargaining unit along with copies of supporting documents and a summary of their argument shall be provided by CCEA within thirty days following the appeal of the grievance to arbitration. Does CCEA already have a copy of my grievance and supporting documents? Do I need to submit my grievance letter and supporting documents? If so, who should I email my documents to? Is there anything else I should be prepared with for my presentation or anything additional that you think would be helpful moving forward? Thank you for your assistance.

Ashley DeSouza

702-908-7284

Dante Dabaghian

From: Alex Shelton
Sent: Friday, November 1, 2024 11:41 AM
To: Dante Dabaghian
Subject: FW: In regards to my grievance presentation on 3/28/24

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Ashley DeSouza <bartoszek32@gmail.com>
Sent: Wednesday, March 27, 2024 4:52 PM
To: Alex Shelton <ashelton@ccea-nv.org>
Cc: Linda Jones <ljones@ccea-nv.org>
Subject: Re: In regards to my grievance presentation on 3/28/24

Hello Alexandria,

Thank you for confirming that CCEA has received all required documents. In my presentation I will be referencing my Offer of Employment from CCSD as well as the 2023-2025 Negotiated Agreement, specifically Article 26-8, Article 26-8-1, Article 26-19 and Article 40.

I would also like to note that some of the Article item numbers that were cited in my grievance have changed since the published copy of the 2023-2025 Negotiated Agreement was released. When I wrote the grievance letter the published copy had not yet been released and I was referencing the 2023-2025 Negotiated Agreement found at Boarddocs.com from the January 25th, 2024, Board of Trustees meeting. Article 26-10 of my grievance is now reflected as Article 26-8 of the 2023-2025 Negotiated Agreement, and Article 26-10-1 is now Article 26-8-1.

I appreciate your time and consideration in this matter. I look forward to presenting at tomorrow's MRC meeting. Thank you.

Sincerely,
Ashley DeSouza

On Wed, Mar 27, 2024 at 1:24 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

CCEA has received all required documents.

Thank you,

Alexandria Shelton

Chief of Staff

Clark County Education Association

4230 McLeod Dr.
Las Vegas, NV. 89121

702-733-3063

From: Ashley DeSouza <bartoszek32@gmail.com>
Sent: Tuesday, March 26, 2024 3:54 PM
To: Linda Jones <ljones@ccea-nv.org>
Cc: Alex Shelton <ashelton@ccea-nv.org>
Subject: In regards to my grievance presentation on 3/28/24

Hello Ms. West,

I am preparing for my Member Rights committee Grievance presentation and am following the steps outlined under the Member Rights Committee Grievance Procedures that Alexandria Shelton sent to me. Under item #3A, Proceedings regarding cases filed by an Individual, it states that a copy of the grievance filed by an individual member of the bargaining unit along with copies of supporting documents and a summary of their argument shall be provided by CCEA within thirty days following the appeal of the grievance to arbitration. Does CCEA already have a copy of my grievance and supporting documents? Do I need to submit my grievance letter and supporting documents? If so, who should I email my documents to? Is there anything else I should be prepared with for my presentation or anything additional that you think would be helpful moving forward? Thank you for your assistance.

Ashley DeSouza

702-908-7284

Dante Dabaghian

From: Alex Shelton
Sent: Friday, November 1, 2024 11:42 AM
To: Dante Dabaghian
Subject: FW: Request to Appeal CCEA Decision

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Alex Shelton
Sent: Tuesday, May 28, 2024 10:18 AM
To: Ashley DeSouza <bartoszek32@gmail.com>
Subject: RE: Request to Appeal CCEA Decision

No problem. I will have John call you at 10:30 Wednesday.

Thank you,
Alexandria Shelton
Chief of Staff
Clark County Education Association
4230 McLeod Dr.
Las Vegas, NV. 89121
702-733-3063

From: Ashley DeSouza <bartoszek32@gmail.com>
Sent: Tuesday, May 28, 2024 9:10 AM
To: Alex Shelton <ashelton@ccea-nv.org>
Subject: Re: Request to Appeal CCEA Decision

Hi Alexandria,
Let's do a phone call at 10:30 a.m. on 5/29. I can be reached at 702-908-7284. Thanks.
Ashley DeSouza

On Fri, May 24, 2024 at 1:07 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

I will set up an in-person meeting for Wednesday at 10:30 at our office, 4230 McLeod, 89121. Should you decide you would prefer to do a phone call instead, just let me know and we will call you.

Thank you,
Alex Shelton
CCEA Chief of Staff

From: Ashley DeSouza <bartoszek32@gmail.com>
Sent: Friday, May 24, 2024 12:55:40 PM
To: Alex Shelton <ashelton@ccea-nv.org>
Subject: Re: Request to Appeal CCEA Decision

I can meet with John Vellardita on Wednesday, 5/29. I can meet at 10:30 a.m. or anytime after. Will this meeting be in person or over the phone? Thank you.

Ashley DeSouza
702-908-7284

On Thu, May 23, 2024 at 4:36 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

Hi Ashley,

Would you be able to meet with John on either Tuesday, 5/28 or Wednesday, 5/29? We currently have both of those days open completely before 2:00PM. Let me know if we can make either of those dates work.

As for the board meeting, we are still trying to finalize that agenda. As soon as I have that information, I will be sure to send it your way.

Thank you,

Alexandria Shelton

Chief of Staff

Clark County Education Association

4230 McLeod Dr.
Las Vegas, NV. 89121

702-733-3063

From: Ashley DeSouza <bartoszek32@gmail.com>
Sent: Thursday, May 23, 2024 1:20 PM
To: Alex Shelton <ashelton@ccea-nv.org>
Subject: Re: Request to Appeal CCEA Decision

Hello Alexandria,

I am available to meet with John Vallerdita either in person or over the phone. Please let me know a few dates/times he is available. I'm also wondering what time the Executive Board meeting is on June 2nd. Thank you.

Ashley DeSouza

702-908-7284

On Tue, May 7, 2024 at 3:28 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

I will schedule you to appeal the decision of the MRC to the CCEA Executive Board on June 2, 2024. For now, the time of that appeal will be TBD until closer to the meeting when more of the agenda is clear. I can also schedule you to meet with John. I assume you prefer to meet in person. Can you please send me a few dates and times that you would be available to come to our office? He can also call you if you prefer, just let me know what time your contracted day is over. He willing to have a conversation with you, but CCEA is not acknowledging the presence of an attorney for either meeting.

Thank you,

Alexandria Shelton

Chief of Staff

Clark County Education Association

4230 McLeod Dr.
Las Vegas, NV. 89121

702-733-3063

From: Ashley DeSouza <bartoszek32@gmail.com>

Sent: Monday, May 06, 2024 8:28 PM

To: Alex Shelton <ashelton@ccea-nv.org>

Subject: Request to Appeal CCEA Decision

Hello Alexandria,

I can attend the CCEA Executive Board meeting on June 2, 2024. I am considering bringing counsel. Can I bring an attorney? I am also able to meet with John Vellardita. Am I able to bring an attorney to that meeting? Can you please tell me again why my grievance was denied to move forward to arbitration? Thanks.

Ashley DeSouza

Special Education Teacher

Dante Dabaghian

From: Alex Shelton
Sent: Friday, November 1, 2024 11:43 AM
To: Dante Dabaghian
Subject: FW: Appeal meeting

Thank you,
Alex Shelton
Chief of Staff
Clark County Education Association

From: Alex Shelton
Sent: Monday, June 03, 2024 9:32 AM
To: Ashley DeSouza <bartoszek32@gmail.com>
Subject: RE: Appeal meeting

Hi Ashley,
The Executive Board is made up of 14 educators, so the decision was made by all of them, and that decision was to uphold the MRC's denial. There are no appeal options after this, this is the end of your grievance. There also are no other documents necessary. I checked with Marie, and she said she only asked if there was something you wanted to add because you brought additional paperwork with you.

Thank you,
Alexandria Shelton
Chief of Staff
Clark County Education Association
4230 McLeod Dr.
Las Vegas, NV. 89121
702-733-3063

From: Ashley DeSouza <bartoszek32@gmail.com>
Sent: Sunday, June 02, 2024 9:37 PM
To: Alex Shelton <ashelton@ccea-nv.org>
Subject: Re: Appeal meeting

Hello Alex,

I didn't realize there were going to be so many people at the meeting today. Was this the final appeal meeting or is there a follow up in a closed session with just the executive board? Also, are there any other documents CCEA needs for my grievance case? I was a little surprised when Marie Neisess asked for my paperwork so please let me know if there's anything else you'd like me to send over.

I look forward to hearing from you tomorrow. Thanks.

Ashley DeSouza
702-908-7284

On Fri, May 31, 2024 at 1:53 PM Alex Shelton <ashelton@ccea-nv.org> wrote:

Hi Ashley,

They will ask you to explain what your grievance is, and your reasoning for it. They will have a copy of your grievance and the appeal letter that you submitted. If they have questions, they will ask them of you. They will then excuse you so that they can deliberate, and I will contact you on Monday with their decision.

Yes, the meeting will be at our office, 4230 McLeod Dr, Las Vegas NV. 89121 at 9:00 AM. Your grievance was denied, because your position that your initial placement was supposed to be revised as a result of the contract settlement, was not something that was negotiated. The implementation date for the new salary schedule was February 1, 2024, it was not retroactive to your hire date in July 2023.

Thank you,

Alexandria Shelton

Chief of Staff

Clark County Education Association

4230 McLeod Dr.
Las Vegas, NV. 89121

702-733-3063

From: Ashley DeSouza <bartoszek32@gmail.com>

Sent: Thursday, May 30, 2024 9:38 PM

To: Alex Shelton <ashelton@ccea-nv.org>

Subject: Appeal meeting

Hello Alex,

I'd like to know the procedures for the appeal meeting this Sunday. Just to confirm, it's June 2, at 9:00 a.m. at 4230 McLeod Las Vegas, NV 89121. Is this correct? What should I expect at the meeting? Also, can you please send me the initial reason that my grievance was denied arbitration by CCEA? Thank you.

Ashley DeSouza

702-908-7284

1 TREVOR J. HATFIELD, ESQ
Nevada Bar No. 7373
2 HATFIELD & ASSOCIATES, LTD.
703 S. Eighth Street
3 Las Vegas, Nevada 89101
4 Telephone: (702) 388-4469
Facsimile: (702) 386-9825
5 Email: thatfield@hatfieldlawassociates.com
6 *Attorneys for Complainant*

FILED
November 21, 2024
State of Nevada
E.M.R.B.
1:17 p.m.

7
8 **STATE OF NEVADA**
GOVERNMENT EMPLOYEE-MANAGEMENT
9 **RELATIONS BOARD**

10 ASHLEY DESOUZA,
11 Complainant,
12
13 v.
14 CLARK COUNTY EDUCATION
ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
15 Respondent.

CASE NO.: 2024-035

**COMPLAINANT'S OPPOSITION TO
RESPONDENT'S MOTION TO DISMISS
FOR CLARK COUNTY EDUCATION
ASSOCIATION**

16 TO THE BOARD, TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD
17
18 HEREIN: Pursuant to NAC 288.240(4), Complainant ASHLEY DESOUZA (Complainant or
19 Ms. DeSouza) files her Opposition to Respondent CLARK COUNTY EDUCATION
20 ASSOCIATION's Motion to Dismiss.

21 **I. Statement of Facts.**

22 Complainant is a Clark County School District (CCSD) employee and a member of
23 Clark County Education Associates (CCEA). Specifically, she is a teacher.

24
25 On February 20, 2024, Ms. DeSouza made a formal grievance regarding her reduction in
26 salary in violation of the Negotiated Agreement between the Respondents and a hearing for which
27 was held on March 5, 2024.

28 ///

1 On March 6, 2024, Ms. DeSouza received a denial of her grievance on the simple basis
2 that she “failed to establish a violation of the Negotiated Agreement.”

3 On March 7, 2024, Ms. DeSouza emailed Linda West with CCEA, asking how to initiate
4 an arbitration of the denial of her grievance. Ms. DeSouza received a response on March 8, 2024,
5 from Alexandria Shelton, CCEA’s Chief of Staff. The response notified her that CCEA would
6 stop the timeline of the grievance with CCSD so that Ms. DeSouza could present her grievance to
7 the Members Rights Committee (hereinafter “MRC”), after which CCEA would determine if it
8 would move to arbitration.
9

10 On March 28, 2024, Ms. DeSouza attended the MRC meeting, and on April 1, 2024, she
11 received notice that the MRC decided against arbitrating any grievance. No further written
12 explanation was provided, despite multiple requests for explanation made by Ms. DeSouza
13 seeking to know why her union would not help her.
14

15 On April 10, 2024, Ms. DeSouza delivered a letter to RoAnn Triana, the Human
16 Resources Officer for CCSD, notifying it of her intent to arbitrate.

17 On April 30, 2024, DeSouza sent a letter to the Executive Board of CCEA notifying them
18 of her intent to arbitrate.
19

20 DeSouza was shortly thereafter made to attend another meeting on June 2, 2024, to decide
21 whether CCEA would arbitrate. On June 3, 2024, she received a response from that meeting
22 which again denied her arbitration.

23 DeSouza has repeatedly sought assistance through CCEA for relief regarding her
24 reduction in salary. It has denied her any meaningful resolution and denied her requests to move
25 towards arbitration at each turn. In short, CCEA has breached its duty to fairly represent
26 Complainant.
27

28 ///

1 On October 8, 2024, Ms. DeSouza filed a complaint titled "Complaint For: "Breach of
2 Duty of Fair Representation" with the State of Nevada, Local Government Employee-
3 Management Relations Board ("EMRB") against CCEA and CCSD.

4 At issue is whether Ms. DeSouza's union has failed to investigate a grievance that has
5 been brought to its attention: whether her union has failed to fairly represent her regarding her
6 claims of CCSD's violation of the Negotiated Agreement regarding her salary.

7
8 **II. Memorandum of Points and Authorities.**

9 It is undisputed that Complainant is a government employee who is aggrieved by the
10 failure of her union to represent her interests, thus this Board has the authority to hear her
11 complaint. *See, Mesagate Homeowners' Ass'n v. City of Fernley*, 124 Nev. 1092 (2008) *citing*,
12 *UMC Physicians v. Nev. Serv. Emp. Union*, 124 Nev. 84, 93, 178 P.3d 709, 715 (2008).

13
14 It is undisputed that Complainant's EMRB complaint is timely. *See, City of N. Las*
15 *Vegas v. State Local Gov't Empl.-Mgmt. Rels. Bd.*, 261 P.3d 1071, 1073 (2011).

16 It is undisputed that Ms. DeSouza is, and was, owed a duty of fair representation free
17 from actions by her union, CCEA, that are arbitrary, discriminatory or in bad faith. *See, Weiner*
18 *v. Beatty*, 113 P.3d 313, 318 (2005).

19
20 Here, CCSD violated the Negotiated Agreement regarding Ms. DeSouza's salary when
21 they unilaterally altered her rate of pay by changing her position on the salary table of the
22 Negotiated Agreement. Her union did not assist her and hitched its wagon to CCSD's breach;
23 CCEA is adverse to its member, Ms. DeSouza, and others similarly situated. All alleged,
24 Complainant has set forth a case of a violation of the Duty of Fair Representation and is entitled
25 to a hearing before the Board.

26
27 CCEA argues that it did not violate its duty of fair representation based on the simple
28 idea that the "February 1, 2024" implementation date listed on the salary table of the Negotiated

1 Agreement solely defines the time period to determine whether or not an individual hired by
2 CCSD was qualified to receive the listed pay raises. The Licensed Professional Salary Table
3 clearly states that it has an “effective date” of July 1, 2023, and an “implementation date” of
4 February 1, 2024. **See Exhibit 1.**

5 Ms. DeSouza returned to work after a several year hiatus with CCSD on July 26, 2023.
6 This is 25 days after the “effective date” of the new Salary Table. *Id.* Ms. DeSouza’s
7 employment contract stated that she was to be re-instated at a paygrade of E-II. **See Exhibit 2.**
8 Ms. DeSouza’s payrate at the time of returning to employment at a rate of E-II based on the
9 2023 salary table. Ms. DeSouza reasonably anticipated that as she had returned to work after
10 the “effective date” of the re-negotiated salary table, she would maintain her paygrade and
11 receive the updated salary amount reflected in the re-negotiated salary table. **See Exhibit 1.**
12 She was unaware at the time that both CCSD and CCEA were going to treat the
13 “implementation date” as the only date with any merit with regard to her paygrade. Instead, Ms.
14 DeSouza had her paygrade unilaterally reduced to reflect her existing salary amount, plus a 10%
15 raise all teachers received, reducing her paygrade down significantly to D-I. At the time of
16 accepting her new Employment Agreement, Ms. DeSouza was already not being paid in line
17 with her education level or seniority as outlined in the salary table, which would have put her at
18 I-IV. **See Exhibit 1.** Now, she was reduced even further causing a significant impact on her
19 income.
20
21
22

23 Despite her Grievance, and many requests to arbitrate, CCEA maintains the position that
24 CCSD did not violate the Negotiated Agreement when it reduced Ms. DeSouza’s paygrade.
25 This appears to be based completely on the February 1, 2024, “implementation date” of the
26 salary table as the only date that holds any importance. Complainant argues that the language of
27 having an “effective date” is abundantly clear in its meaning, and any changes to the salary table
28

1 should have applied to her wholly and completely upon its implementation.

2 CCEA argues in their Motion to Dismiss that “During negotiations for the current
3 contract, the parties never intended for bargaining unit members to remain at the same position
4 on the new salary table as they did on the salary tables for the 2021-23 contract ... The shared
5 intention of CCEA and CCSD was for all bargaining unit members hired before February 1,
6 2024 to receive a 10% salary increase, retroactive to July 1, 2023, and then a placement on the
7 new PST that most closely corresponds to that calculated figure, and not for current employees
8 to receive a new initial salary placement.” However, Ms. DeSouza isn’t asking for a new initial
9 salary placement, despite whether she has the qualifications for one, she was merely asking to
10 be left at the placement for in her original contracted.
11

12 There exists controversy regarding several issues where dismissal is unwarranted. First,
13 which date takes priority with regard to her placement on the salary table, the “effective date”
14 or the “implementation date.” Second, which “figure” on her Employment Agreement takes
15 priority, her paygrade or her dollar salary amount. Finally, did CCEA have a duty to defend Ms.
16 DeSouza regarding her grievance and requests for arbitration - if so it breached its duty.
17

18 In short, it is Complainant’s position is that she has shown that there is at least a
19 justiciable issue of fact and law whether her union acted arbitrarily and in bad faith toward her,
20 and whether CCEA did not represent the Complainant but instead dismissed her Grievance and
21 requests to Arbitrate based on a narrow interpretation of the Negotiated Agreement, and, thus, is
22 in conflict with its duty to represent Complainant. As such, CCEA’s Motion to Dismiss must be
23 denied.
24

25
26 ///

27 ///

28 ///

1 **III. Conclusion.**

2 For good cause shown, Complainant respectfully requests that Respondent's Motion to
3 Dismiss be denied.

4 DATED this 21st day of November, 2024.

HATFIELD & ASSOCIATES, LTD.

/s/ Trevor J. Hatfield

6 By: _____
7 TREVOR J. HATFIELD
8 Nevada Bar No. 7373
9 **HATFIELD & ASSOCIATES, LTD.**
10 703 South Eighth Street
11 Las Vegas, Nevada 89101
12 (702) 388-4469 Tel.
13 (702) 386-9825 Fax
14 thatfield@hatfieldlawassociates.com
15 Attorneys for Complainant

16 **CERTIFICATE OF SERVICE**

17 I hereby certify that on the 21st day of November 2024, I deposited a true and correct copy
18 of the foregoing **OPPOSITION TO MOTION TO DISMISS FOR CLARK COUNTY**
19 **EDUCATION ASSOCIATION** via electronic mail to the following:

20 Clark County Education Association
21 General Counsel
22 4230 McLeod Dr.
23 Las Vegas, NV 89121
24 ddabaghian@ccea-nv.org

25 Clark County School District
26 Office of the General Counsel
27 Crystal J. Pugh
28 5100 West Sahara Avenue
Las Vegas, NV 89146
Herrec4@nv.ccsd.net
foleybj@nv.ccsd.net

/s/ Jason Wakefield
An Employee of Hatfield & Associates, Ltd.

EXHIBIT ONE

EXHIBIT ONE

Clark County School District
 Licensed Professional Salary Table FY 2023-2024
 Effective July 1, 2023 with an implementation Date of February 1, 2024
 (For Illustrative Purposes)

Years	Education	BA & B&I	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	A	\$55,127	\$61,376	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626
2	B	\$56,689	\$62,939	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188
3	C	\$58,249	\$64,501	\$70,750	\$77,001	\$83,251	\$89,502	\$95,751	\$102,001	\$108,251	\$114,501	\$120,751
4	D	\$59,814	\$66,064	\$72,314	\$78,563	\$84,813	\$91,064	\$97,314	\$103,563	\$109,813	\$116,063	\$122,313
5	E	\$61,376	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	\$123,876
6	F	\$62,939	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	\$125,438
7	G	\$64,501	\$70,750	\$77,001	\$83,251	\$89,502	\$95,751	\$102,001	\$108,251	\$114,501	\$120,751	\$127,001
8	H	\$66,064	\$72,314	\$78,563	\$84,813	\$91,064	\$97,314	\$103,563	\$109,813	\$116,063	\$122,313	\$128,563
9	I	\$67,626	\$73,876	\$80,126	\$86,375	\$92,627	\$98,876	\$105,126	\$111,376	\$117,626	\$123,876	\$130,126
10	J	\$69,188	\$75,437	\$81,688	\$87,937	\$94,189	\$100,438	\$106,688	\$112,938	\$119,188	\$125,438	\$131,689

10% COLA JULY 2023

1.875% has been added to the salaries herein for illustrative purposes pursuant to Article 26-12

Employees can progress on the salary schedule through the PGS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

- BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught
- BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA- Master's Degree from an accredited institution and a field pertinent to subject taught
- MA +16 - Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA +48- Master's Degree plus 48 college credits from an accredited institution and a field pertinent to subject taught
- PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

Clark County School District
 Licensed Professional Salary Table FY 2024-2025
 Effective September 1, 2024 for CEY personnel and October 1, 2024 for CER personnel
 (For Illustrative Purposes)

Years	Education	BA & B&I	BA+16	BA+32	MA	MA+16	MA+32	MA+48	PhD			
	PST	I	II	III	IV	V	VI	VII	VIII	IX	X	XI
1	A	\$59,537	\$66,286	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036
2	B	\$61,224	\$67,974	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723
3	C	\$62,909	\$69,661	\$76,410	\$83,161	\$89,911	\$96,662	\$103,411	\$110,161	\$116,911	\$123,661	\$130,411
4	D	\$64,599	\$71,349	\$78,099	\$84,848	\$91,598	\$98,349	\$105,099	\$111,848	\$118,598	\$125,348	\$132,098
5	E	\$66,286	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036	\$133,786
6	F	\$67,974	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723	\$135,473
7	G	\$69,661	\$76,410	\$83,161	\$89,911	\$96,662	\$103,411	\$110,161	\$116,911	\$123,661	\$130,411	\$137,161
8	H	\$71,349	\$78,099	\$84,848	\$91,598	\$98,349	\$105,099	\$111,848	\$118,598	\$125,348	\$132,098	\$138,848
9	I	\$73,036	\$79,786	\$86,536	\$93,285	\$100,037	\$106,786	\$113,536	\$120,286	\$127,036	\$133,786	\$140,536
10	J	\$74,723	\$81,472	\$88,223	\$94,972	\$101,724	\$108,473	\$115,223	\$121,973	\$128,723	\$135,473	\$142,224

8% COLA September/October 2024

1.875% has been added to the salaries herein for illustrative purposes pursuant to Article 26-12

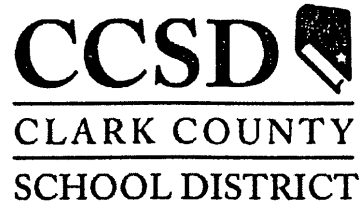
Employees can progress on the salary schedule through the PGS system without having to attain degrees or college credits.

Definition of Classes- all must have a valid Nevada certification for the level or subject taught

- BA- Bachelor Degree from an accredited institution and a field pertinent to subject taught
- BA + 16- Bachelor Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- BA + 32- Bachelor Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA- Master's Degree from an accredited institution and a field pertinent to subject taught
- MA +16 - Master's Degree plus 16 college credits from an accredited institution and a field pertinent to subject taught
- MA +32- Master's Degree plus 32 college credits from an accredited institution and a field pertinent to subject taught
- MA +48- Master's Degree plus 48 college credits from an accredited institution and a field pertinent to subject taught
- PhD- Doctorate degree from an accredited institution in a field pertinent to subject taught.

EXHIBIT TWO

EXHIBIT TWO



Welcome to Clark County School District

ASHLEY DESOUZA

Attached is a copy of your offer letter that you can download or print for your records.

Dear Ashley,

The Clark County School District is pleased to present to you this Offer of Employment (Conditional) pursuant to the terms and conditions set forth herein. This constitutes the only offer of employment made by the Clark County School District, any oral or other representation notwithstanding. This offer expires at 12:00 a.m. on June 30, 2023.

Position & Location:

Reporting to: MICHELE WOOLDRIDGE as a 2023-2024 Early Childhood Inclusion Teacher - BROWN ES

Assigned Location: BROWN, HANNAH MARIE ES

Salary Information*:

School Year: 2023-2024

Effective Start Date **: July 26, 2023

Contract Days: 189

Step: E

Column: II

Base Salary*: \$54,376.00 paid Semimonthly (excludes additional pay)

*see required documents to finalize salary placement

The above-stated effective start date, contract days, step, column, and base salary are subject to the applicable Negotiated Agreement, which is constantly being negotiated and may or may not be finalized as of the date of this offer. By accepting this offer, you understand and agree that these terms may change pursuant to any new or revised provisions of the applicable Negotiated Agreement.

This offer becomes null and void if altered in any manner.

Terms and Conditions:

1. In making this Offer of Employment (Conditional), the Clark County School District has relied upon the information, statements, and documentation you submitted on or in conjunction with your employment application. As a condition of employment, you attest and verify that all of the information, statements, and documentation you submitted are true, correct, complete, and accurate as of the date and time your application was last updated. Any false, misleading, or incomplete information, statement, or document you submitted, or any misrepresentation or omission of fact made in conjunction with your employment application shall result in the rescission of this offer/agreement and/or in your immediate dismissal.

**2. Your employment is conditioned upon and the Offer of Employment will not be effective until:

- a. The satisfactory completion of the application process;
- b. A satisfactory background check;
- c. Your possession of the appropriate license from the Nevada Department of Education or other applicable Nevada agency;
- d. Ratification by the Clark County School District Board of School Trustees;
- e. Compliance with the Immigration Reform Act of 1986;
- f. You must not be under any employment contract with any other school district; and
- g. You must pass all competency tests required under the Nevada Administrative Code.

**3. If you fail to satisfactorily complete the application process, if you fail to satisfactorily pass the

background check, if any of the foregoing conditions are not satisfied, or if the Clark County School District Board of School Trustees fails to ratify your employment, this offer/agreement is rescinded and/or you will be subject to immediate dismissal. If any of the conditions are not satisfied at least one day before the effective start date, the offer of employment is deemed withdrawn.

4. During your employment, you are subject to:

- a. All applicable laws and regulations of the state of Nevada;
- b. All applicable rules and regulations of the Nevada State Board of Education or other applicable Nevada agency;
- c. All the policies, regulations, rules, procedures, and practices of the Clark County School District; and
- d. All of the provisions of the Negotiated Agreement between the Clark County School District and the Clark County Education Association.
- e. As an employee it is acknowledged that the employee is a Nevada Public Employee and is therefore subject to the ethics provisions of Chapter 281 A of the Nevada Revised Statutes. Any contract for personal benefits is null and void.

5. Professional Compensation

- a. Your salary shall be paid in accordance with Article 26 of the Negotiated Agreement between the Clark County School District and the Clark County Education Association, shall be subject to the policies, regulations, rules, procedures, and practices of the Clark County School District, and shall begin with your Effective Start Date.
- b. Your salary placement will be adjusted, if warranted, when required documents have been received and audited. Under no circumstances will your salary be adjusted based on documents received after the school year in which you were hired.

6. Despite the anticipated assignment referenced above, the Clark County School District may assign you to any position for which you are qualified.

7. If you are employed because of your ability to instruct in a language other than English, you will be assigned to teach one or more classes composed of students who are non-English speaking, who possess limited ability to speak English, or both.

Required Documents for Salary Placement:

The following documents are required for salary placement. Only official transcripts will be accepted.

Verification of Teaching Experience Form (to be completed by former employer)

<http://ccsd.net/employees/current/employment/salary>

Required salary placement documents must be sent via U.S. mail, fax, or e-mail:

Mailing Address: Human Resources Division
Clark County School District
2832 East Flamingo Road
Las Vegas, NV 89121

Fax: 702-387-0632

E-mail: contracting@nv.ccsd.net

Acknowledgement and Electronic Signature:

I have read and fully understand all of the above terms and conditions. I understand the implications of my electronic signature on this Offer of Employment (Conditional) and agree to the terms and conditions as described above. I agree that my failure to meet any of the terms and conditions set forth in this offer/agreement will result in the rescission of this offer/agreement and/or subject me to immediate dismissal.

I further acknowledge my responsibility to submit the required documents for salary placement prior to the last paycheck of the school year in which I was hired. I understand that documents submitted after the last paycheck of the school year in which I was hired will not be accepted for future salary adjustment and retroactive payment.

Best Regards,

Human Resources Division
contracting@nv.ccsd.net

Offer electronically accepted by: ASHLEY DESOUZA

Offer electronically accepted on: May 16, 2023, 3:11 PM (UTC -08:00) Pacific Time - Vancouver, San Francisco, Los Angeles

1 DANTE DABAGHIAN, ESQ. (NV Bar No. 16837)
General Counsel
2 Clark County Education Association
4230 McLeod Drive
3 Las Vegas, Nevada 89121
ddabaghian@ccea-nv.org
4 (702) 465-2668
Attorney for Respondent CCEA

FILED
December 5, 2024
State of Nevada
E.M.R.B.
8:38 a.m.

5 STATE OF NEVADA

6 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

7 ASHLEY DESOUZA,
8 Complainant,

Case No.: 2024-035

9 v.

**REPLY IN SUPPORT OF CLARK COUNTY
EDUCATION ASSOCIATION'S MOTION TO
DISMISS**

10 CLARK COUNTY EDUCATION
11 ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
12 Respondents

13
14 Respondent Clark County Education Association ("CCEA" or "the Union") hereby files
15 its Reply in support of its Motion to Dismiss Complainant Ashley DeSouza's ("Complainant" or
16 "Desouza") Complaint. Firstly, Complainant's Opposition to CCEA's Motion was not filed and
17 served upon the Union before the deadline of November 18, 2024, and therefore is not timely.
18 Second, much of Complainant's allegations pertaining to her placement on the salary schedule,
19 now that she has had more of an opportunity to flesh out her accusations against CCEA in her
20 Complaint, concern issues that are purely contractual in nature, and are accordingly outside the
21 Board's jurisdiction. Finally, Complainant in her Opposition presents no rebuttal to the legal
22 arguments raised by CCEA in its Motion to Dismiss, instead merely repeating that the Union
23 violated its duty of fair representation to her just because it elected not to proceed to arbitration

1 over her meritless grievance. Complainant has presented no evidence of arbitrary, discriminatory,
2 or bad faith conduct on the part of CCEA, and therefore, no probable cause exists that the Union
3 breached its duty of fair representation to her. Complainant's failure to respond to CCEA's
4 Motion to Dismiss in a timely manner should in turn be construed by the Board as an admission
5 that the Union's Motion is meritorious and as consent to granting dismissal of her case, pursuant
6 to NAC 288.240(6). If the Board decides against granting CCEA's Motion because of
7 Complainant's untimely response, to the extent where Ms. DeSouza's Complaint alleges
8 exclusively contractual violations that cannot be addressed by the Board, the Board should grant
9 CCEA's Motion to Dismiss for lack of jurisdiction pursuant to NRS 288.110 and NAC
10 288.200(1)(c). For the portions of Ms. DeSouza's Complaint that the Board does have
11 jurisdiction to hear, the Board should grant CCEA's Motion and dismiss this Complaint on the
12 grounds that there is no probable cause that CCEA violated its duty of fair representation to her
13 under NAC 288.375(1), and that her Complaint "presents only issues that have been previously
14 decided by the Board" and is therefore "spurious or frivolous" within the meaning of NAC
15 288.375(5).

16 **I. INTRODUCTION**

17 The Board should first dismiss this Complaint because Complainant simply did not
18 respond to CCEA's Motion to Dismiss in a timely manner. CCEA filed its Motion to Dismiss,
19 and served it to Complainant's attorney, Trevor Hatfield ("Hatfield") via email on November 4,
20 2024 (Exhibits 1 and 2 attached hereto). However, Complainant's attorney did not file and serve
21 her Opposition to CCEA until November 21, 2024 (Exhibit 3 attached hereto), three days past
22 the established deadline to oppose a motion of within 14 days after service of said motion under
23 NAC 288.240(4). The untimely service of Complainant's Opposition to CCEA's Motion should

1 by itself be sufficient for the Board to dismiss her complaint. However, even without the
2 untimely service, this Complaint is still meritless. Aside from rehashing contractual arguments
3 for why her grievance has merit, a topic for which the Board possesses zero jurisdiction over,
4 Complainant in her Opposition presents no rebuttal to the legal arguments raised by CCEA; she
5 has simply reiterated that the Union elected not to proceed to arbitration over her grievance, and
6 urges the Board to adopt the notion that this in and of itself constitutes a breach of the Union's
7 duty of fair representation. As CCEA outlines in its Motion to Dismiss, it is well settled Board
8 precedent that a grievant does not have an absolute right to have their case arbitrated, and that a
9 union's decision not to do so for nonarbitrary, nondiscriminatory, and good faith reasons, such as
10 the case lacking sufficient merit to win in arbitration, and the need for the union to stay
11 consistent with the language it bargained for in the contract with the employer, presents no duty
12 of fair representation violation. The duty of fair representation doctrine focuses on the actions of
13 the union, which in this case, the Complainant has still yet to present any evidence whatsoever of
14 CCEA's actions being taken for reasons that are arbitrary, discriminatory, or in bad faith. Thus,
15 no probable cause exists pursuant to NAC 288.375(1) to demonstrate that CCEA, either through
16 the negotiation of the current 2023-2025 Negotiated Agreement, or through deciding against
17 processing Complainant's grievance to arbitration, violated its duty of fair representation to
18 Complainant, and her Complaint is "spurious or frivolous" under NAC 288.375(5). Thus, the
19 Board should grant CCEA's Motion to Dismiss.

20 **II. MEMORANDUM OF POINTS AND AUTHORITIES**

21 **A. Complainant's Opposition to CCEA's Motion to Dismiss is Untimely.**

22 NAC 288.240(4) states that "**Within 14 days after service of any motion**, all parties
23 wishing to respond to the points raised in the motion shall file their opposition to the motion.

1 That opposition must be in writing, unless made during the hearing.” Here, CCEA filed its
2 Motion to Dismiss and served Mr. Hatfield, as Complainant’s attorney, via email, on November
3 4, 2024 (Exhibit 1). For CCEA’s November 4, 2024 filing, the Union sent an email to the
4 EMRB’s email address, with its Motion attached, and, in this same message, labeled Hatfield’s
5 email address as a recipient. Id. CCEA’s Motion was attached in this message as a PDF,
6 effectively putting Mr. Hatfield, and by proxy, Complainant, in receipt and possession of the
7 Union’s Motion on November 4. Id. EMRB Executive Assistant Marisu Romualdez Abellar then
8 replied on the same day by attaching a stamped version of the first page of CCEA’s Motion to
9 both the Union and to Mr. Hatfield’s email. Exhibit 2. This stamp is labeled “FILED, November
10 4, 2024.” Id. Complainant was accordingly served with CCEA’s Motion to Dismiss, and had
11 clear knowledge and possession of this document, on November 4, 2024. Complainant
12 subsequently had within 14 days of service of CCEA’s Motion to oppose it, making the deadline
13 for submission November 18, 2024. NAC 288.240(4). Instead of submitting the Opposition to
14 CCEA’s motion on November 18, Complainant filed it three days after the deadline, on
15 November 21, 2024 (Exhibit 3).

16 While the Board may disregard any “defects which do not affect substantial rights of any
17 party” (NAC 288.235(2)), substantial rights of CCEA have been adversely affected thanks to
18 Complainant’s delay in filing the Opposition to the Union’s Motion. CCEA, as an organization
19 representing more than 18,000 educators, deals with numerous legal proceedings through various
20 forums, including this Board, arbitration, and the judicial system. When Complainant failed to
21 respond in time to CCEA’s Motion to Dismiss, the Union justifiably believed that she had
22 accepted said motion as meritorious and was consenting to the Board granting this Motion (NAC
23 288.240(6)), thereby removing a case from CCEA’s crowded docket. Instead, however,

1 Complainant decided to submit her Opposition to this Motion three days past the November 18
2 deadline when it had appeared that she was not going to challenge it. CCEA is now burdened
3 with continued litigation over this meritless case where it could be taking this time to focus on
4 other matters in furtherance of the 18,000 plus educators it represents. Such a delayed and
5 frivolous complaint is therefore undermining CCEA's ability to effectively represent its
6 bargaining unit.

7 Despite any previous generosity on the part of the Board in construing and enforcing
8 filing deadlines, such deadlines have to mean something. A practice of ignoring such deadlines,
9 where the party opposing the motion has not articulated any serious hardship or justification for
10 missing this due date, as is the case with Complainant's Opposition, renders these deadlines
11 meaningless and would allow for these cases to remain perpetually open as long as a party
12 eventually submits something.

13 NAC 288.240(6) provides that "If a party fails to file and serve a written opposition to a
14 motion, that failure to respond may be construed as an admission that the motion is meritorious
15 and as consent to granting the motion." NAC 288.240(6). This Board has in the past granted a
16 party's Motion to Dismiss where the adverse party has failed to file a response to the motion
17 within the deadline imposed by NAC 288.240(4). *Harel v. Clark County, et. al.*, Case No. A1-
18 046037, Item No. 772 (2011). Thus, CCEA asks that the Board adhere to these established filing
19 deadlines and examine Complainant's inability to meet the filing deadline for its Opposition as
20 an acceptance of the merits of CCEA's Motion to Dismiss, or in the alternative, grant CCEA's
21 Motion to Dismiss on the grounds that Complainant did not oppose this Motion in a timely
22 manner.

23 ///

1 **B. Complainant has Purported Purely Contractual Issues for Which the Board**
2 **Lacks Jurisdiction to Hear.**

3 Complainant contends that “There exists controversy regarding several issues where
4 dismissal is unwarranted.” Opposition to CCEA’s Mt. to Dismiss at p. 5: 13. To the Complainant,
5 these issues are: “First, which date takes priority with regard to her placement on the salary
6 table,” “Second, which ‘figure’ on her Employment Agreement takes priority, her paygrade or
7 her dollar salary amount,” and “Finally, did CCEA have a duty to defend Ms. DeSouza regarding
8 her grievance and requests for arbitration.” Id. at p. 5: 13-17. The Board lacks proper jurisdiction
9 to address the first two issues espoused by Complainant because they are purely a matter of
10 contractual interpretation.

11 A Complainant must allege “A clear and concise statement of the facts constituting the
12 alleged practice sufficient to raise a justiciable controversy under [chapter 288](#) of NRS.” NAC
13 288.200(1)(c). This Board has held that “It has long been recognized in Nevada that the
14 jurisdiction of a state board is limited to those areas delineated in its enabling statutes.” *Reno*
15 *Police Protective Ass’n v. City of Reno*, Case No. 18273, Item No. 16, p. 2 (1974). The Board
16 “may hear and determine any complaint arising out of the interpretation of, or performance
17 under, **the provisions of this chapter** by the Executive Department, any local government
18 employer, any employee, as defined in [NRS 288.425](#), any local government employee, any
19 employee organization or any labor organization.” NRS 288.110(2). The Act also provides that
20 “Any controversy concerning prohibited practices may be submitted to the Board in the same
21 manner and with the same effect as provided in [NRS 288.110](#).” NRS 288.280. The Act lists four
22 specific prohibited practices a labor organization may commit, including:

- 1 (a) Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under
2 this chapter;
- 3 (b) Refuse to bargain collectively in good faith with the local government employer;
- 4 (c) Discriminate because of race, color, religion, sex, sexual orientation, gender identity or
5 expression, age, physical or visual handicap, national origin or because of political or personal
6 reasons or affiliations; and
- 7 (d) Fail to provide the information required by [NRS 288.180](#).

8 NRS 288.270(2)(a-d). Absent from this list of prohibited practices are questions of pure
9 contractual interpretation, which encompass Complainant's disputes regarding her placement on
10 the Professional Salary Table (PST), and what her paygrade and salary should be. Indeed, this
11 Board has acknowledged that "The entire statutory scheme of Chapter 288 of the Nevada
12 Revised Statutes, which created this Board and delineates its powers, makes no reference to an
13 executed collective bargaining agreement entered into by a local government employer and
14 employee organization." Item No. 16 p. 3. So, because the Legislature did not confer onto the
15 Board the power to hear disputes that relate purely to questions of contractual interpretation "this
16 Board has consistently held that it lacks jurisdiction over contractual disputes which do not
17 allege a prohibited labor practice under the provisions of NRS Chapter 288." *Crom v. Las Vegas*
18 *Clark County Library District; Teamsters Local 14*, Case No. A1-046004, Item No. 752B, p. 2
19 (2011); See also *Clark County Classroom Teachers' Ass'n v. Clark County School District*, Case
20 No. A1-045280, Item No. 44 (1975).

21 In her Opposition, Complainant is attempting to rehash arguments she made at both her
22 Step II grievance hearing and to CCEA about why her grievance possesses merit. These allege a
23 violation of Article 26 of the Negotiated Agreement, pertaining to how employee salaries are

1 determined under the contract. Mt. to Dismiss Exhibit 1. She is arguing that CCSD improperly
2 placed her on the current salary table, and because of this alleged improper placement, she
3 possesses a grievance for which CCEA should have taken to arbitration. Opp. at p. 4: 14-22.
4 Such contentions delve into the merits of Complainant's grievance, and concern matters that
5 exclusively relate to the interpretation of the Negotiated Agreement between the parties.
6 Contrary to Complainant deeming the first and second claimed issues to be at controversy in this
7 matter, the Board has no jurisdiction to decide on the merits of her grievance, and can only
8 determine if the Union committed a prohibited practice under NRS 288. Therefore, the first and
9 second issues raised by Complainant in her Opposition, pertaining to the question of which dates
10 take priority in terms of determining her salary placement, and the matter of her correct
11 placement on the current PST, are not justiciable under the jurisdiction of this Board, and so the
12 Board should dismiss this case to the extent of the contentions that only assert contractual issues.

13 **C. To the Extent That Complainant Asserts a Prohibited Practice by CCEA Under**
14 **NRS 288, Complainant Possesses no Evidence That the Union Violated its Duty of**
15 **Fair Representation.**

16 Taking into consideration the third issue raised by Complainant in her Opposition,
17 Complainant has offered no proof or evidence of a violation of the duty of fair representation on
18 the part of CCEA. The Board may dismiss a matter if "no probable cause exists for the
19 complaint." NAC 288.375(1). Here, all Complainant offers as evidence for a supposed breach of
20 duty of fair representation, a standard that, time and again, has been interpreted narrowly and in
21 the favor of unions by both the EMRB and NLRB, is the fact that CCEA opted against
22 proceeding to arbitration over her grievance. Complainant does not seem to understand that an
23 individual employee has no absolute right to have their grievance taken to arbitration by their

1 union, and that the union merely not doing so does not constitute a breach of its duty of fair
2 representation. *Vaca v. Sipes*, 386 U.S. 171, 191 (1967). “Something more” is required to
3 transform “mere negligence, inaction, or ineptitude into what can reasonably be considered as
4 conduct which is arbitrary, invidious, and unfair and which thereby breaches the Union’s duty of
5 fair representation.” *Teamsters Local 814*, 281 NLRB 1130, 1148 (1986). Furthermore, a union
6 breaches its duty of fair representation to an individual employee **only** if its actions were
7 “arbitrary, discriminatory, or in bad faith.” *Asch v. Clark County School District and Clark*
8 *County Classroom Teachers Association*, Case No. A1-045541, Item No. 314 at 3 (1993), citing
9 *Vaca*, 386 U.S. at 191. This means that in deciding whether or not a union breached its duty of
10 fair representation in its decision not to process an employee’s grievance to arbitration, the Board
11 looks not to the merits of the grievance itself, or whether the Union filed the grievance in the first
12 place, but to the **reasons why** the Union acted the way it did.

13 In its Motion to Dismiss, CCEA outlined numerous nonarbitrary, nondiscriminatory, and
14 good faith reasons for why it elected not to arbitrate Complainant’s grievance, including that it
15 lacked merit and possessed an incorrect interpretation of the current Negotiated Agreement
16 between CCEA and the Clark County School District (“CCSD”). Mt. at p. 21: 8-23. The Union
17 properly investigated, and applied its grievance evaluation machinery fairly, towards
18 Complainant and her grievance, allowing her to present her case twice to both the Union’s
19 Member Rights Committee (“MRC”) and Executive Board, which is the standard procedure for
20 how the Union determines which grievances have sufficient merit to win in arbitration. Id. at p.
21 22: 12-15. Complainant repeats again the false contention that CCEA did not explain to her why
22 her grievance was meritless Opp. at p. 2: 10-14. Yet, CCEA officials explained to Complainant
23 multiple times that her interpretation of the Negotiated Agreement was incorrect and that her

1 placement on the current PST was accurate. Mt. at p. 21: 3-7. Such behavior on the part of CCEA
2 was done for rational, good faith reasons, and is completely distinguishable from the EMRB and
3 NLRB decisions in which the union was deemed to have breached its duty of fair representation
4 mentioned in the Union’s Motion. Id. at p. 19: 10-23. In this case, Complainant has not
5 demonstrated, and cannot demonstrate, that the “something more” has happened between her and
6 CCEA.

7 Complainant completely failed to address or rebut CCEA’s explanation of why the Union
8 acted within its duty of fair representation by bargaining for this salary table with CCSD, and
9 again falsely claims that she experienced a “reduction in salary” (Opp. at p. 2: 24-25), when in
10 fact, she has received an 18% salary increase thanks to the Union. Mt. at p. 14-15: 22-23; 1.
11 Complainant in her Opposition claims that CCEA “hitched its wagon to CCSD’s breach.” Opp. at
12 p. 3: 22-23. This is incorrect because there is no breach by CCSD for which CCEA can hitch its
13 wagon to in the first place. The parties bargained for all employees hired **before February 1,**
14 **2024**, including Complainant, to be placed on the new PST on the current Negotiated Agreement
15 at the Column and Step that was closest to what their new salary would be with the 10% wage
16 increase applied. Mt. at p. 3: 2-6. Complaint mistakenly believes that the “effective date” of July
17 1, 2023 on the current PST merits a completely new initial placement onto this table from the
18 previous Negotiated Agreement. Opp. at p. 4: 2-4. She is incorrect because the date of July 1,
19 2023 only refers to the fact that the applicable salary increase for a given member would be
20 retroactive to that date. Mt. at p. 2-3: 23; 1-2; Mt. to Dismiss Exhibit 1. In other words, if a given
21 employee was hired before February 1, 2024, like Complainant, then their placement on the new
22 PST would be based on the Column and Step that most closely reflects that employee’s previous
23 salary placement, plus the application of the 10% salary increase, and this increase would have

1 been retroactive to July 1, 2023. Mt. Exhibit 2. Meanwhile, those hired on or after February 1,
2 2024 would be given initial salary placements reflective of their applicable education and
3 experience; because these individuals are new hires, they needed to receive their initial salary
4 placements. Id. Complainant, however, as an employee hired before February 1, 2024, **already**
5 **received** an initial salary placement back on July 26, 2023, when the previous Negotiated
6 Agreement and salary table was still in place, so she was not going to be given, nor is she
7 entitled to, a second initial salary placement. Opp. to Mt. to Dismiss Exhibit 2. At no point did
8 CCSD or CCEA bargain for existing employees hired before February 1, 2024 to receive new
9 **initial** salary placements. Mt. Exhibit 2. CCSD and CCEA both applied this wage increase fairly
10 and uniformly to all existing bargaining unit members.

11 Complainant attempts to paint a picture of a severe reduction in salary and paygrade
12 (Opp. at p. 4: 15-22), but fails to mention that: 1) her salary, since she began working at CCSD
13 on July 26, 2023, has increased by 18% (Mt. at p. 2: 21-23); and 2) her paygrade has not been
14 “reduced,” but rather, has stayed the same, only reflected by a different salary table (with the
15 10% salary increase effective on February 1, “Column I, Step D” on the current PST is
16 equivalent to “Column II, Step E” on the salary table from the previous Negotiated Agreement)
17 Id. at p. 20: 4-14. There was no arbitrary, discriminatory, or bad faith reason for applying a 10%,
18 and then an additional 8%, salary increase, to about 16,500 educators. Id. at p. 2: 21-23. In both
19 bargaining on behalf of employees like Complainant for the above salary increase, and fairly
20 investigating her grievance, CCEA properly represented her interests. Since all Complainant has
21 proven is that CCEA bargained for an 18% raise for all then-existing employees, and then elected
22 not to arbitrate her grievance for good faith, nondiscriminatory, and rational premises, she has
23 shown no probable cause that the Union violated its duty of fair representation to her.

1 Furthermore, both this Board and the NLRB have long ruled that a union that both 1)
2 mutually bargains for a benefit for all existing employees, and applies that benefit in a
3 nonarbitrary, nondiscriminatory, and good faith fashion; and 2) decides against arbitrating an
4 employee's grievance because her interpretation of the contract is incorrect and contrary to the
5 mutually negotiated intent with the employer, does not violate its duty of fair representation.
6 Complainant, in attempting to argue that these actions do constitute a breach, presents issues that
7 have already been long decided by the board, and has therefore filed a "spurious or frivolous"
8 complaint within the meaning of NAC 288.375(5).

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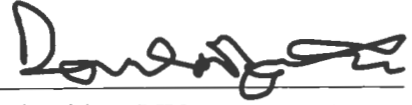
22 ///

23 ///

1 **IV. CONCLUSION**

2 For the above reasons, the Board should grant CCEA's Motion to dismiss Ms. DeSouza's
3 Complaint as it pertains to CCEA.

4 **DATED this 5th day of December, 2024.**

5 

6 Dante Dabaghian (NV Bar No. 16837)
7 General Counsel
8 Clark County Education Association
9 4230 McLeod Drive
10 Las Vegas, NV 89121
11 ddabaghian@ccea-nv.org
12 *Attorney for Respondent, CCEA*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on the 5th day of December, 2024, I deposited a true and correct
3 copy of the foregoing **REPLY IN SUPPORT OF CLARK COUNTY EDUCATION**
4 **ASSOCIATION’S MOTION TO DISMISS** by email to the following:
5

6 TREVOR J. HATFIELD, ESQ.
7 HATFIELD & ASSOCIATES, LTD.
8 703 S. Eight Street
9 Las Vegas, NV 89101
10 702-388-4469
11 thatfield@hatfieldlawassociates.com
12 *Attorney for Complainant*

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16
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18
19
20
21
22
23
 /s/ Dante Dabaghian
AN EMPLOYEE OF CCEA

EXHIBIT 1

Dante Dabaghian

From: Dante Dabaghian
Sent: Monday, November 4, 2024 9:00 AM
To: EMRB; thatfield@hatfieldlawassociates.com
Cc: John Vellardita
Subject: Case 2024-035 Motion to Dismiss
Attachments: Case No. 2024-035 Mt. to Dismiss.PDF

Good morning,

Attached is CCEA's Motion to Dismiss for Case No. 2024-035. A physical copy has been mailed out to the Complainant as well.

Thank you,

Dante Dabaghian
General Counsel
Mobile: 702-465-2668
Email: ddabaghian@ccea-nv.org



4230 McLeod Drive
Las Vegas, NV 89121
Office: 702 733 3063
Website: <http://ccea-nv.org/>

EXHIBIT 2

Dante Dabaghian

From: EMRB <emrb@business.nv.gov>
Sent: Monday, November 4, 2024 9:53 AM
To: Dante Dabaghian; thatfield@hatfieldlawassociates.com
Cc: John Vellardita
Subject: RE: Case 2024-035 Motion to Dismiss
Attachments: SKM_C250i24110409500.pdf

Good morning,

Attached is the file-stamped first page of the MTD for your records. Thank you.

Marisu Romualdez Abellar
Executive Assistant
Department of Business & Industry
Employee-Management Relations Board
Phone: (702) 486-4505
Direct Line: (702) 486-6157
Fax: (702) 486-4355
emrb@business.nv.gov
www.emrb.nv.gov



From: Dante Dabaghian <ddabaghian@ccea-nv.org>
Sent: Monday, November 04, 2024 9:00 AM
To: EMRB <emrb@business.nv.gov>; thatfield@hatfieldlawassociates.com
Cc: John Vellardita <jvellardita@ccea-nv.org>
Subject: Case 2024-035 Motion to Dismiss

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

Attached is CCEA's Motion to Dismiss for Case No. 2024-035. A physical copy has been mailed out to the Complainant as well.

Thank you,

Dante Dabaghian
General Counsel
Mobile: 702-465-2668
Email: ddabaghian@ccea-nv.org



Clark County Education Association

4230 McLeod Drive
Las Vegas, NV 89121

Office: 702 733 3063

Website: <http://ccea-nv.org/>

1 DANTE DABAGHIAN, ESQ. (NV Bar No. 16837)
General Counsel
2 Clark County Education Association
4230 McLeod Drive
3 Las Vegas, Nevada 89121
ddabaghian@ccea-nv.org
4 (702) 465-2668
Attorney for Respondent CCEA

FILED
November 4, 2024
State of Nevada
E.M.R.B.
9:00 a.m.

5
6 STATE OF NEVADA

7 GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

8 ASHLEY DESOUZA,
Complainant,

Case No.: 2024-035

9 vs.

**MOTION TO DISMISS FOR
CLARK COUNTY EDUCATION
ASSOCIATION**

10 CLARK COUNTY EDUCATION
11 ASSOCIATION; CLARK COUNTY
SCHOOL DISTRICT,
12 Respondents

13
14 Respondent Clark County Education Association (CCEA) moves to dismiss Complainant
15 Ashley DeSouza's (Complainant) Complaint as no probable cause exists pursuant to NAC
16 288.375(1) to demonstrate that CCEA, either through the negotiation of the current 2023-2025
17 Negotiated Agreement, or through deciding against processing Complainant's grievance to
18 arbitration, violated its duty of fair representation to Complainant. CCEA additionally moves to
19 dismiss DeSouza's Complaint on the grounds that it presents "only issues that have been
20 previously decided by the Board," and is therefore "spurious or frivolous." NAC 288.375(5).
21 Despite Complainant's contentions that CCEA interfered with, restrained, or coerced her in the
22 exercise of her rights under NRS 288, she is unable to prove with probable cause that the union
23 acted arbitrarily, discriminatorily, or in bad faith both when it negotiated for the new pay scale

EXHIBIT 3

Dante Dabaghian

From: Jason Wakefield <jason@hatfieldlawassociates.com>
Sent: Thursday, November 21, 2024 1:26 PM
To: Dante Dabaghian
Cc: Trevor Hatfield; Freda Brazier
Subject: DeSouza v. CCSD/CCEA - Opposition to CCEA MTD
Attachments: Opposition to CCEA MTD with Exhibits.pdf

Please find the attached Opposition to Motion to Dismiss for Clark County Education Association.

I am emailing a copy of the same to both respondents, which to my understanding after talking to Mr. Snyder should facilitate service.

--

Thank you,
Jason Wakefield
Legal Assistant
HATFIELD & ASSOCIATES, LTD.
703 S. Eighth Street
Las Vegas, NV 89101
(702) 388-4469

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