

COMPLAINANT:

Pasqual Alonzo
2932 Poplar Ave. Apt. 1
Las Vegas, NV 89101
(702) 858-9913
pasqual_alonzo@yahoo.com

RESPONDENT:

SEIU Local 1107
2250 S. Rancho Drive, Suite 165
Las Vegas, NV 89102
(702) 385-8611
info@seiuunv.org

EMPLOYER (for reference):

Clark County
500 S. Grand Central Parkway
Las Vegas, NV 89155

FILED
July 7, 2025
State of Nevada
E.M.R.B.

CASE NO. 2025-012

STATEMENT OF COMPLAINT

I, Pasqual Alonzo, hereby file this complaint against SEIU Local 1107 pursuant to NRS 288.270(2) for breach of the duty of fair representation.

STATEMENT OF FACTS:

1. I am employed by Clark County as a Family Support Specialist II and am a member of the bargaining unit represented by SEIU Local 1107.
2. In 2024, I filed a timely grievance through SEIU Local 1107 alleging discriminatory hiring practices by Clark County.
3. SEIU Local 1107, acting through its representative Joseph Campbell, failed to properly process my grievance by:
 - o Allowing the grievance to be prematurely dismissed without completing all required steps under the applicable grievance procedure
 - o Failing to advocate for or obtain the critical documents I requested that were necessary to support my grievance
 - o Failing to timely advance the grievance to arbitration as required by the collective bargaining agreement
4. Following October 2024, SEIU Local 1107 ceased all meaningful communication regarding my grievance, despite my attempts to obtain updates on its status.
5. On April 23, 2025—approximately six months after abandoning communication—SEIU Local 1107 contacted me to schedule an "Arb Council" presentation, attempting to bypass the procedural steps that should have been completed months earlier. This action further demonstrates the union's arbitrary handling of my grievance.

6. The union's actions and inactions described above constitute a breach of its duty of fair representation under NRS 288.270(2), as they were arbitrary, discriminatory, and/or taken in bad faith.

RELIEF REQUESTED:

Complainant respectfully requests that the Employee-Management Relations Board:

1. Find that SEIU Local 1107 violated its duty of fair representation under NRS 288.270(2);
2. Order SEIU Local 1107 to properly process the grievance through all required steps, including arbitration if warranted;
3. Issue any other remedial orders deemed appropriate to remedy the violation;
4. Award reasonable attorneys' fees and costs pursuant to applicable law; and
5. Grant such other relief as the Board considers just and proper.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 3, 2025

Signature: _____

A handwritten signature in dark ink, appearing to read "Pasqual Alonzo", is written over a horizontal line.

Pasqual Alonzo, Complainant

CERTIFICATE OF SERVICE

I hereby certify that on July 3, 2025, I served a true and correct copy of this Complaint upon SEIU Local 1107 by depositing it in the United States Mail, certified mail, postage prepaid, addressed as follows:

SEIU Local 1107
Attn: Joseph Campbell
2250 S. Rancho Drive, Suite 165
Las Vegas, NV 89102

Dated: July 3, 2025

Signature: 

Printed Name: Pasqual Alonzo
Address: 2932 Poplar Ave. Apt. 1, Las Vegas, NV 89101
Phone: (702) 858-9913
Email: pasqual_alonzo@yahoo.com

SEIU Local 1107 (Respondent)

Answer to Complaint

FILED
July 24, 2025
State of Nevada
E.M.R.B.
3:53 p.m.

1 **CHRISTENSE JAMES & MARTIN, CHTD.**
2 EVAN L. JAMES, ESQ. (7760)
3 DARYL E. MARTIN, ESQ. (6735)
4 7440 W. Sahara Avenue
5 Las Vegas, Nevada 89117
6 Telephone: (702) 255-1718
7 Facsimile: (702) 255-0871
8 Email: elj@cjmlv.com, djl@cjmlv.com
9 Attorneys for Local 1107

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

9 PASQUAL ALONZO,

10 COMPLAINANT,

11 vs.

12 NEVADA SERVICE EMPLOYEES UNION,
13 SEIU 1107,

14 RESPONDENT.

CASE NO.: 2025-012

15 **ANSWER**

16 Respondent hereby files an answer to the Complaint.

- 17 1. Answering Paragraph 1 of the Complaint, Respondent admits the allegations thereof.
18 2. Answering Paragraph 2 of the Complaint, Respondent admits the allegations thereof.
19 3. Answering Paragraph 3 of the Complaint, Respondent denies each allegation thereof.
20 4. Answering Paragraph 4 of the Complaint, Respondent denies the allegations thereof.
21 5. Answering Paragraph 5 of the Complaint, Respondent asserts that the Paragraph
22 contains argumentative statements that are not the proper subject of an admission or
23 denial. To the extent an admission or denial is deemed necessary, Respondent admits
24 that communications with the Complainant about arbitration counsel during the
25 alleged time period occurred but denies any remaining allegations thereof.
26 6. Answer Paragraph 6 of the Complaint, Respondent denies the allegations thereof.
27 7. Any allegation not specifically denied is hereby generally denied.

AFFIRMATIVE DEFENSES

1. The Complaint fails for probable cause.
2. The Complaint is time barred by the six (6) month statute of limitations.
3. The asserted discriminatory practices are outside the collective bargaining agreement jurisdiction, grievance and arbitration process and procedure.
4. The Complainant failed to exhaust his contractual remedies by pursuing the matter with the Clark County, Nevada Office of Diversity as required by Article 11 of the collective bargaining agreement.
5. The Union is not required to prosecute every grievance that Union members may have and is empowered with discretion to choose grievances for prosecution and to the extent a grievance may be prosecuted.
6. The Union acted within its discretion when handling Complainant's grievance.
7. The Union acted reasonably when handling the Complainant's grievance.
8. The Union's decisions and/or actions had no substantial impact on the grievance process.
9. The Union did not act irrationally or arbitrarily when handling Complainant's grievance in that it considered the basis of the grievance and reasonably determined that the likelihood of success on the merits was sufficiently lacking to advance the grievance through a full arbitration hearing.
10. The Union did not [i]nterfere with, restrain or coerce the Complainant in the exercise of any right guaranteed under NRS 288 et seq.
11. The Complainant cannot adduce substantial evidence of discrimination that was intentional, severe, and unrelated to legitimate union objectives.
12. The Complainant cannot present substantial evidence of fraud, deceitful action or dishonest conduct by the Union necessary to support a finding of bad faith.
13. The Union acted in good faith, without hostility or discrimination, and exercised its discretion honestly.

1 14. The Complainant is estopped from asserting his claims by way of his own conduct.

2 15. The Complainant waived his claims by accepting the Union's determination that his
3 grievance lacked merit.

4 16. The Union acted lawfully and did not violate any rights guaranteed by NRS 288 et
5 seq.

6 17. The Union's actions were legitimate, non-discriminatory reasons unrelated to any
7 protected status or activity.

8 18. The Respondent continues to evaluate the matter and has not received all the
9 information that may lead to the appropriate pleading of additional affirmative
10 defenses. The Respondent therefore reserves the right to seek the addition of
11 additional affirmative defenses as may be appropriate.

12 Wherefore, Respondent prays that the Complaint be dismissed, that a finding in its
13 favor on all matters be made, for attorneys fees as may be deemed appropriate, and
14 for such other relief as may be determined to be just and proper.

15 DATED this 24th day of July 2025.

16 **CHRISTENSEN JAMES & MARTIN, CHTD.**

17 By: /s/ Evan L. James
18 Evan L. James, Esq.
19 Nevada Bar No. 7760
20 7440 W. Sahara Avenue
21 Las Vegas, NV 89117
22 *Attorneys for Local 1107*
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CERTIFICATE OF SERVICE

I hereby certify that on July 24, 2025, I caused a true and correct copy of the foregoing Motion to Dismiss to be filed via email with the EMRB and served upon the Complainant as follows:

Pasqual Alonzo
Email Address: pasqual_alonzo@yahoo.com

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Evan L. James
Evan L. James

SEIU Local 1107 (Respondent)

Motion to Dismiss

1 **CHRISTENSE JAMES & MARTIN, CHTD.**
2 EVAN L. JAMES, ESQ. (7760)
3 DARYL E. MARTIN, ESQ. (6735)
4 7440 W. Sahara Avenue
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8 Email: elj@cjmlv.com, djl@cjmlv.com
9 *Attorneys for Local 1107*

FILED
July 18, 2025
State of Nevada
E.M.R.B.
3:39 p.m.

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

9 PASQUAL ALONZO,

10 COMPLAINANT,

11 vs.

12 NEVADA SERVICE EMPLOYEES UNION,
13 SEIU 1107,

14 RESPONDENT.

CASE NO.: 2025-012

15 **MOTION TO DISMISS**

16 Pursuant to NAC 288.375, Respondent Nevada Service Employees Union, SEIU
17 Local 1107, acting by and through its undersigned attorney, hereby moves to dismiss the
18 Complaint filed by Pasqual Alonzo.

19 **I**

20 **INTRODUCTION**

21 Complainant Pasqual Alonzo alleges that the Nevada Service Employees Union,
22 SEIU Local 1107 ("Union") breached its duty of fair representation under NRS 288.270(2)
23 by failing to prosecute for him a claim alleging "discriminatory hiring practices by Clark
24 County." Comp. ¶4. He alleges that the Union was required to pursue his claim under the
25 terms of a Collective Bargaining Agreement ("CBA"), a copy of which is on file with the
26
27

1 EMRB, relevant portions of which are attached as “Exhibit A.”¹ The Complaint must be
2 dismissed under NAC 288.375 for at least the following reasons:

3 A. There is no probable cause for the Complaint because it is time-barred under
4 the six-month limitations period set forth in NRS 288.110(4).

5 B. The Complaint must be dismissed under NRS 288.375(2) because Mr. Alonzo
6 has not exhausted the remedies available to him under Article 11 of the CBA,
7 which recognize his right to pursue the issues raised in the Complaint through
8 the County Office of Diversity (“OOD”) and/or through the Equal Employment
9 Opportunity Commission (“EEOC”) or the Nevada Equal Rights Commission
10 (“NERC”).

11 C. The Complaint must be dismissed under NAC 288.375(5) because it is
12 “spurious”² in that it seeks to compel the Union to pursue Mr. Alonzo’s
13 discrimination claims, even though the CBA (Ex. A) expressly excludes
14 discrimination claims from its grievance procedure.

15 D. Local 1107 is not well-suited to prosecute the personal statutory claims of its
16 members, and no law or contract requires it to do so. *Vaca v. Sipes*, 386 U.S.
17 171, 186 (1967) (so long as a union makes rational decisions in good faith, its
18 “duty of fair representation does not oblige it to take action on every grievance
19 brought by every member”).

22 ¹ Note, the CBA remained in effect as the status quo as the Union and County were in negotiations until
23 December 2024 for a new contract.

24 ² “Spurious” often carries negative connotations. But as used in the Nevada Administrative Code, it need
25 not mean more than “apparently but not actually valid.” See <https://en.bab.la/dictionary/english/spurious>
26 and <https://www.google.com/search?q=define+spurious>. The Union is persuaded that Mr. Alonzo honestly
27 (but mistakenly) believed the Union could pursue his discrimination claim(s) through the CBA’s grievance
provisions. The CBA authorizes the Union to use grievances to defend employees facing workplace
discipline for allegedly engaging in discriminatory conduct. However, by excluding discrimination claims
from its definition of the term “grievance,” the CBA expressly prohibits the Union from pursuing
employees’ personal claims alleging they were harmed by violations of state or federal antidiscrimination
laws.

1 E. The Complainant failed to properly serve the Complaint, as required by NAC
2 288.200(2).

3 II

4 LEGAL STANDARDS

5 A complaint must be dismissed for lack of jurisdiction unless it is filed within 6
6 months after the alleged occurrence. “The Board may not consider any complaint or appeal
7 filed more than 6 months after the occurrence . . .” NRS 288.110(4). “This means that the
8 employee must present the fair-representation claim to the EMRB within six months of it
9 arising.” *City of Mesquite v. Eighth Judicial Dist. Court of Nev.*, 135 Nev. 240, 244, 445
10 P.3d 1244, 1249 (Nev. 2019). Complaints filed with the Board must be served “by certified
11 mail on all parties in interest at their last known addresses.” NAC 288.200(2).

12 A complaint alleging breach of the duty of fair representation must be dismissed
13 “[i]f the Board determines that no probable cause exists for the complaint.” NAC
14 288.375(1). A complaint should also be dismissed where there is no contractual remedy
15 available or when a complainant has failed to fully seek contract remedies. “The Board
16 may dismiss a matter . . . if the parties have not exhausted their contractual remedies. . .”
17 NAC 288.375(2).

18 III

19 ARGUMENT

20 A. The Complaint is Time-Barred.

21 Complainant alleges that SEIU Local 1107 ceased meaningful communication
22 regarding his so-called “grievance” in October 2024. Comp. ¶4. He alleges that
23 “approximately 6 months after abandoning communication” the Union attempted to revive
24 the process on April 23, 2025, at least eight months after the Union abandoned it. Comp.
25 ¶5. The Complaint was filed on July 7, 2025. Per the Complainant’s own allegations, the
26 alleged April 2025 contact did not constitute a new violation but rather an attempt to
27 address alleged prior inaction. To wit, “SEIU Local 1107 contacted me to schedule an

1 ‘Arb Council’ presentation, attempting to bypass the procedural steps that should have
2 been completed months earlier.” Comp. ¶5.

3 It is also noteworthy that the Compliant is verified. It contains the statement, “I
4 declare under penalty of perjury that the foregoing is true and correct.” Comp. ¶2. Such
5 declarations are the legal equivalent of affidavits. NRS 53.045. Thus, the verified
6 Complaint itself shows it was filed after the six-month statute of limitations had expired,
7 and under NRS 288.110(4) it may not be considered.

8 **B. Complainant Has Not Exhausted Contractual Remedies, and the CBA**
9 **Expressly Prohibits the Relief Sought.**

10 Given the express limitations of the CBA, Mr. Alonzo cannot compel the Union to
11 pursue his discriminatory hiring claims through the CBA’s grievance procedures. The
12 CBA offers him no remedy available for the Union to pursue. Moreover, there is no
13 evidence showing he has exhausted his contractual remedies against the County.

14 The CBA section on “NERC/OOD Procedure,” Article 11, Section 3, addresses
15 the Union’s role in assisting employees who are *accused* of discriminatory conduct:

16 **Investigations on those matters for which the Nevada**
17 **Equal Rights Commission, Equal Employment**
18 **Opportunity Commission (EEOC), or Office of Diversity**
19 **Division of the Clark County Manager’s Office has**
20 **jurisdiction will be referred to and processed by the**
21 **OOD investigation staff. *The employee(s) being***
22 ***investigated shall have the right to Union representation***
23 **commencing at this level and continuing throughout the**
24 **entire procedure. If discipline results from the**
25 **investigation, employees are eligible for Step 1 and Step**
26 **2 meetings, and Step 3 arbitrations as defined in Section**
27 **2 of this Article . . . if the matter proceeds to the arbitration**
process, then in addition to satisfying the standard
requirements and qualifications for an arbitrator, the
individual hearing matters covered in this Section must have
training or expertise in the application and interpretation of
civil rights laws. Nothing in this Section shall preclude an
employee from seeking redress through the disciplinary
grievance process and/or a state or federal agency.

26 See Ex. A at pg. 17 (emphasis added).

1 This language, while important and instructive, does not support the Complaint
2 because Mr. Alonzo is not threatened with discipline. He is not accused of anything. He is
3 not the employee being investigated. Rather, he is *accusing* the County of harming him
4 through its allegedly discriminatory practices. Under the express terms of the CBA, the
5 Union is not even authorized to investigate such matters because per the CBA,
6 “Investigations [of employee discrimination claims] will be referred to and processed by
7 the OOD investigation staff.” There is no probable cause to believe that the Union
8 breached any duty owed to Mr. Alonzo under this part of the CBA.

9 Moreover, Article 11(1) of the CBA explicitly excludes Mr. Alonzo’s allegations
10 from the definition of a grievance. It states:

11 **A grievance is defined as . . . a dispute over the issuance**
12 **of discipline as defined herein . . . A grievance shall not be**
13 **defined to include any matter or action taken by the**
14 **County or its representatives for which the Equal**
Employment Opportunity Commission (EEOC), Nevada
Equal Rights Commission (NERC), Office Of Diversity
(OOD) has jurisdiction....

15 See Ex. A at pg. 11 (emphasis added). The relevant language declares that discrimination
16 claims are excluded from the CBA’s grievance and arbitration provisions and must be
17 investigated and pursued by the County’s OOD, or by the affected employee through the
18 EEOC or the NERC.³ Complainant’s assertion that the Union had the right, even the
19 obligation, to pursue his discrimination claim lacks probable cause for the Complaint to
20 move forward.

21 Taken as a whole, the CBA language quoted herein serves at least the following
22 purposes: 1) define the types of *disciplinary matters* that may be grieved by the Union, 2)
23 preserve the just cause standard in the arbitration forum when a bargaining unit member
24 is disciplined for alleged inappropriate conduct, and 3) preserve (in non-disciplinary / non-
25 grievable cases) an *accusing* employee’s access to agency or judicial forums.

26
27 ³ Although the Union cannot pursue a discrimination claim as a “grievance” for Mr. Alonzo, he benefits
from the broader remedies and standards available in forums offered by government agencies or courts.

1 There is no disciplinary matter at issue in this case. Instead, Complainant seeks to
2 compel the Union to pursue his discrimination claim(s). The United States Supreme Court
3 established the relevant rule in such a circumstance, holding that for a union to possess the
4 right to pursue an employee's claims of discrimination, a union negotiated waiver of an
5 employee's statutory right to a judicial forum for claims of employment discrimination
6 must be "explicitly stated" in "clear and unmistakable" terms. *Wright v. Universal*
7 *Maritime Service Corp.*, 525 U.S. 70, 80 (1998). Here, the CBA does the opposite. It states
8 that although redress for *disciplinary* issues may be obtained through the "grievance"
9 process, "[a] grievance shall not be defined to include any matter . . . for which the Equal
10 Employment Opportunity Commission (EEOC), Nevada Equal Rights Commission
11 (NERC), Office Of Diversity (OOD) has jurisdiction" (discrimination claims). The CBA
12 explicitly does not "preclude an employee from seeking redress through . . . a state or
13 federal agency." The CBA explicitly recognizes Mr. Alonzo's workplace discrimination
14 claims are his to pursue and they cannot be the subject of a grievance. Thus, even if the
15 factual allegations in the Complaint are accepted as true, the Union could not have violated
16 its duty of fair representation to Mr. Alonzo by failing to pursue such claims. The CBA
17 simply prohibits the relief sought in the Complaint.

18 In addition, Mr. Alonzo needed to address the matter directly with Clark County's
19 Office of Diversity for resolution. There is no evidence that he did so. This contractual
20 remedy, which he failed to exhaust, prohibits the EMRB from hearing his Complaint. NAC
21 288.373(3).

22 **C. Unions Cannot be Compelled to Pursue Every Grievance.**

23 Mr. Alonzo's Complaint may be well-intentioned and the Union sincerely hopes
24 he is able to obtain all appropriate relief that may be available to him under state or federal
25 law. But his Complaint against the Union is based on the false premise that every dispute
26 between a bargaining unit member and the County must be prosecuted through the CBA's
27 grievance and arbitration procedures. For almost sixty years, federal law has recognized

1 that the duly-elected decision makers of unions—not individual bargaining unit members
2 like Mr. Alonzo—are vested with discretion to decide which grievances have potential
3 merit, and of those, which a union should pursue. *Vaca v. Sipes*, 386 U.S. 171, 191-92, 17
4 L. Ed. 2d 842, 87 S. Ct. 903 (1967) (“A union’s statutory duty of fair representation does
5 not oblige it to take action on every grievance brought by every member.”). If unions could
6 be compelled to take official action on every grievance, irrespective of good faith
7 determinations regarding merit, this would “greatly increase the cost of the grievance
8 machinery,” and could quickly deplete unions, resources and adversely affect their
9 credibility. *Id.* at 191-92.

10 This Board has recognized that Nevada law is the same. *Vos v. City of Las Vegas*
11 *and Las Vegas Peace Officers Association*, ITEM 749, Case No. A1-0460000, 2014
12 NVEMRB LEXIS 5, *4 (EMRB, Mar. 24, 2014) (citing *Vaca v. Sipes* and affirming
13 association’s decision not to prosecute a grievance that reasonably appeared to lack merit);
14 *see also Desouza v. Clark County Education Association*, Item 906A, Case No. 2024-035,
15 2025 NVEMRB LEXIS 2, *7 (EMRB, Jan. 28, 2025) (granting motion to dismiss for lack
16 of probable cause upon a finding that the association’s actions were not arbitrary or the
17 product of bad faith). “An employee organization’s actions are arbitrary only if the
18 employee organization’s conduct can be fairly characterized as so far outside a wide range
19 of reasonableness that it is wholly irrational or arbitrary.” *Id.*, quoting *Heitzinger v. Las*
20 *Vegas-Clark County Library District*, Item 728C, Case No. A1-045977, 2012 NVEMRB
21 LEXIS 3 (EMRB, Jan. 30, 2012) (citing *Marquez v. Screen Actors Guild, Inc.*, 525 U.S.
22 33, 45 (1998)). Local 1107 respectfully submits that its decision not to prosecute
23 Complainant’s employment discrimination claim was rational, was made in good faith,
24 and most importantly, was consistent with the terms of the CBA which explicitly and
25 intentionally exclude employee discrimination claims from the CBA’s grievance
26 procedures.

1 Employment discrimination cases are complex, time-consuming, and resource
2 intensive. They require intricate factual and legal analyses and frequently involve detailed
3 evidentiary matters, burdensome discovery processes, and the application of nuanced legal
4 frameworks, such as the burden-shifting analysis established in *McDonnell Douglas Corp.*
5 *v. Green*, 411 U.S. 792 (1973). *See Murphy v. Samson Res. Co.*, 954 F. Supp. 2d 1295
6 (N.D. OK 2013) (emphasizing that employment discrimination cases are fact-intensive
7 and complex, requiring extensive analysis under the burden-shifting framework of
8 *McDonnell Douglas*); *EEOC v. A&P*, 735 F.2d 69 (3d Cir. 1984) (noting that, “[t]he
9 EEOC, because it has access to the most current statistical computations and analyses
10 regarding employment patterns was thought to be in the best position to determine where
11 pattern or practice litigation is warranted and to pursue it”); *Calef v. Fedex Ground*
12 *Packaging Sys.*, 2008 U.S. Dist. LEXIS 143536 (N.D. Va. 2008) (civil rights cases are
13 time-consuming and resource intensive).

14 Union expertise does not typically extend to determining whether a given
15 bargaining unit member has been the subject of workplace discrimination, let alone to
16 prosecuting statutory antidiscrimination claims for members. *Garity v. APWU Nat’l Labor*
17 *Org.*, 828 F.3d 848, 864 (9th Cir. 2016) (“Unions are uniquely knowledgeable when it
18 comes to collective bargaining agreements . . . and the law affords them some latitude
19 when adjudicating disputes arising from those contracts; there is no reason to grant them
20 the same deference when it comes to determining if unions discriminated against their
21 members on the basis of a protected classification like disability.”).

22 Enforcing workplace antidiscrimination laws requires special knowledge and
23 training. The CBA explicitly acknowledges this by requiring that arbitrators ruling on
24 disciplinary grievances involving alleged workplace discrimination “have training or
25 expertise in the application and interpretation of civil rights laws.” Ex. A, Article 11,
26 Section 3. Union stewards, who routinely represent workers during grievance meetings,
27 are often rank and file employees who lack the training needed to prosecute discrimination

1 claims. *See Caldwell v. State Dep't of Soc. & Health Servs.*, 2006 U.S. Dist. LEXIS
2 104780, at *22 (W.D. Wash. July 19, 2006) ("The court is discouraged by the apparent
3 lack of training provided by the Union to its shop stewards. Regardless, because courts do
4 not second-guess a union's judgment as to the merits of a grievance . . . Ramsdell's
5 mistaken understanding of the law of employment discrimination does not rise to the level
6 of a breach of duty.") (internal citation omitted).

7 Neither the CBA nor applicable laws compel Local 1107 to pursue the personal
8 discrimination claims of the Complainant. *See Lucas v. Bechtel Corp.*, 633 F.2d 757, 759
9 (9th Cir. 1980) (individuals sued to vindicate their "personal rights" but not those rights
10 "reserved to the union such as picketing, renegotiating a contract or protesting a plant
11 relocation") (citing *Hines v. Anchor Motor Freight, Inc.*, 424 U.S. 554, 562 (1976)).

12 Pascual Alonzo may well have a righteous hiring discrimination claim to assert
13 against Clark County. He should seriously consider consulting legal counsel to determine
14 the viability of the claim. But it remains inescapable that there is no probable cause for his
15 EMRB Complaint against Local 1107 because the CBA explicitly prohibits Local 1107
16 from asserting any such claim through the contract's grievance and arbitration procedure.

17 **D. The Complaint has not been Served.**

18 The cover letter from Complainant dated July 3, 2025, purports to serve the
19 Complaint via regular mail or informal delivery. *See* Ex. B. There is no proof of service
20 filed with the EMRB as required by NAC 288.200(2) ("complainant...shall serve a copy
21 by certified mail on all parties in interest at their last known addresses"). In the absence of
22 proper service, the EMRB lacks jurisdiction. *See Crawley v. Nev. Dep't of Corr.*, 2024
23 Nev. App. Unpub. LEXIS 411; 554 P.3d 240; 2024 WL 3875762 (Ct. App. Nev. 2024)
24 (unpublished) (affirming ruling setting aside judgment for failure to comply with statutory
25 service requirements pertaining to state agency).

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IV

CONCLUSION

For the foregoing reasons, Respondent SEIU Local 1107 respectfully requests that the Board:

1. Dismiss the Complaint in its entirety for lack of probable cause to believe that any failure to represent violation has occurred;
2. Dismiss the Complaint as untimely and improperly served;
3. Deny all relief requested by Complainant; and
4. Grant such other relief as the Board deems just and proper.

DATED this 18th day of July 2025.

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Evan L. James
Evan L. James, Esq.
Nevada Bar No. 7760
7440 W. Sahara Avenue
Las Vegas, NV 89117
Attorneys for Local 1107

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CERTIFICATE OF SERVICE

I hereby certify that on July 18, 2025, I caused a true and correct copy of the foregoing Motion to Dismiss to be filed via email with the EMRB and served upon the Complainant as follows:

Pasqual Alonzo
2932 Poplar Ave. Apt. 1
Las Vegas, NV 89101

Email Address: pasqual_alonzo@yahoo.com

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Evan L. James
Evan L. James

EXHIBIT

A

AGREEMENT

BETWEEN THE

**COUNTY OF CLARK
CLARK COUNTY LAW LIBRARY
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT
AND
CLARK COUNTY WATER RECLAMATION DISTRICT**

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1107**

JULY 1, 2021

TO

JUNE 30, 2024

NON-SUPERVISORY UNIT

authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly scheduled work hours.

ARTICLE 11

Dispute Resolution Procedures

1. A grievance is defined as a filed dispute between the Union, on behalf of an employee(s), and the County over the interpretation and/or application of the express terms of this Agreement or a dispute over the issuance of discipline as defined herein. A grievance shall not be defined to include any matter or action taken by the County or its representatives for which the Equal Employment Opportunity Commission (EEOC), Nevada Equal Rights Commission (NERC), Office Of Diversity (OOD) has jurisdiction or any matter specifically excluded from grievance and arbitration by other provisions of this Agreement. However, the fact that the OOD, EEOC, or NERC may have jurisdiction shall not prevent the filing of a grievance by the Union to preserve the rights of the Union or an employee covered by this agreement. The parties may agree in writing to suspend grievance deadlines while an OOD, EEOC, or NERC proceeding is pending. Disputes specifically excluded in other Articles of this Agreement from the dispute resolution procedures shall not be construed as within the purview of this Article.
2. If mutually agreed, either party may request, in writing, a waiver of the time limitations set forth in this Article. A grievance shall be considered abandoned if not filed and processed by the Union on behalf of the employee, where indicated in accordance with the time limitations. The County shall notify the Union Executive Director or designee in writing when a grievance is considered abandoned. Failure on the part of the County to respond to a grievance in accordance with the time limits set forth in this Agreement shall result in the grievance advancing to the next step of the procedure. The failure on the part of management to process a grievance will be given serious weight in the resolution or retroactivity of an award. A waiver of timeliness requested by the Union will be taken into consideration in the determination of any retroactive award.
3. No prejudicial, discriminatory or retaliatory action may be taken, at any time, by the Union or the County against any person for his/her participation in or statements made in the investigation or settlement of a grievance.
4. For the purpose of resolving grievances at the earliest possible point in time, both parties will make full disclosure of any and all the facts and evidence which bear on the grievance, including but not limited to furnishing copies of evidence, documents, reports, written statements and witnesses relied upon to support their basis of action. Both parties agree to share such facts and evidence at least three (3) working days prior to Step 1 or Step 2 meetings and at least five (5) working days prior to a Step 3 Hearing. For terminations, the Union may request information up to two (2) working

arbitrator.

6. Subject to the provisions of Paragraph 2 of this Article, the arbitrator shall not have the authority to excuse a failure by the employee, the Union, or the County to comply with the time limitations set forth above unless mutually agreed by both parties.
7. If the parties disagree about the arbitrability of a grievance, the arbitrator shall decide this issue prior to hearing the merits of the case.
8. Prior to invoking arbitration, the parties, by mutual agreement, may agree to submit any dispute to mediation. The mediator may be selected from FMCS or other mutually agreed upon third party. If the parties, by mutual agreement, agree to mediation, all grievance timelines shall be waived until the mediation is completed.

Section 3 - NERC/OOD Procedure

Investigations on those matters for which the Nevada Equal Rights Commission, Equal Employment Opportunity Commission (EEOC), or Office of Diversity Division of the Clark County Manager's Office has jurisdiction will be referred to and processed by the OOD investigation staff. The employee(s) being investigated shall have the right to Union representation commencing at this level and continuing throughout the entire procedure. If discipline results from the investigation, employees are eligible for Step 1 and Step 2 meetings, and Step 3 arbitrations as defined in Section 2 of this Article. However, 1) if the department head chooses not to conduct the Step 1 meeting within the time frames, then the case will be heard at the next level; 2) if the matter proceeds to the arbitration process, then in addition to satisfying the standard requirements and qualifications for an arbitrator, the individual hearing matters covered in this Section must have training or expertise in the application and interpretation of civil rights laws. Nothing in this Section shall preclude an employee from seeking redress through the disciplinary grievance process and/or a state or federal agency.

ARTICLE 12 Certification Pay/Bilingual Pay

SECTION 1 – Certification Pay

1. Upon the successful completion of probation, all permanent employees at the Department of Aviation working in the following classifications will receive certification pay provided they maintain the certification listed below:

<u>Classification</u>	<u>Certification</u>
Electrician	NV Class F Fire Alarm/Protection
Senior Electrician	NV Class F Fire Alarm/Protection
HVAC Mechanic	NV Class G Fire Sprinkler
Senior HVAC Mechanic	NV Class G Fire Sprinkler
Plumber	CA-NV Backflow Prevention Assembly Tester

EXHIBIT

B

July 3, 2025

SEIU Local 1107

Attn: Joseph Campbell
2250 South Rancho Drive, Suite 165
Las Vegas, NV 89102



RE: Service of EMRB Duty of Fair Representation Complaint

Dear Mr. Campbell:

I have attached a copy of the Complaint that I have filed with the Nevada Employee-Management Relations Board (EMRB) regarding SEIU Local 1107's duty of fair representation under NRS 288.270(2).

This correspondence constitutes formal service of that complaint under Nevada Administrative Code Chapter 288.

Sincerely,

A handwritten signature in black ink, appearing to read "Pasqual Alonzo", with a long, sweeping horizontal line extending to the right.

Pasqual Alonzo
2932 Poplar Ave. Apt. 1
Las Vegas, NV 89101
(702) 858-9913
pasqual_alonzo@yahoo.com

Pasqual Alonzo (Complainant)

Reply to Respondent's Motion to Dismiss

EMRB Case No. 2025-012

REPLY TO RESPONDENT'S MOTION TO DISMISS

Pasqual Alonzo,
Complainant,

Nevada Service Employees Union, SEIU Local 1107,
Respondent.

I, Pasqual Alonzo, submit this Reply addressing the contradictions in the Respondent's Motion to Dismiss and demonstrating why this case must proceed to a hearing.

I. RESPONDENT'S POSITION IS UNDERMINED BY THEIR CONDUCT

1. Respondent asserts the grievance was "**spurious**" and prohibited by the CBA. However, on **April 23, 2025**, Union Steward Alexis Esparza texted me: "**Your grievance will be presented to the Arbitration Council.**" (*Exhibit D*).
2. This communication directly contradicts their claim. A union does not advance purportedly invalid grievances to arbitration. Such inconsistency establishes a *prima facie* case of arbitrary conduct warranting denial of the motion. *Walker v. SEIU Local 1107*, EMRB Item No. 802 (March 23, 2015) (finding SEIU Local 1107 breached DFR through inadequate and inconsistent grievance handling); *Unspecified DFR Claim*, EMRB Item No. 836 (February 26, 2019) (DFR arises from inconsistent designation and handling).
3. This Board has previously held SEIU Local 1107 accountable for similar breaches. *Walker v. SEIU Local 1107*, EMRB Item No. 802 (March 23, 2015); *Asch v. Clark County School District and Education Support Employees Association*, EMRB Item No. 314 (May 19, 1993) (union not required to pursue every grievance but must avoid arbitrary actions).

II. RESPONDENT'S ARGUMENTS FAIL ON THE MERITS

A. Service Was Properly Effectuated

4. Certified Mail Receipt No. **9589 0710 5270 2599 1904 04** confirms compliance with NAC 288.200(2). (*Exhibit G*).
5. Respondent's motion was served **via email only** (*Certificate of Service*, p. 11), violating the same rule they cite against me. Their claim of "**regular mail or informal delivery**" (*Motion*, p. 9) is unsupported.

B. The Complaint Is Timely Filed

6. Respondent's **April 23, 2025**, revival constitutes a **continuing violation**, extending the limitations period under NRS 288.110(4).

7. EMRB recognizes ongoing breaches in DFR matters. *DeSouza v. Clark County Education Association*, EMRB Item No. 906A, Case No. 2024-035 (January 28, 2025) (ongoing conduct extended timeline for bad-faith analysis); *Simo v. Henderson Police Officers Association*, EMRB Item No. 801, Case No. A1-046111 (circa 2015) (revival-like actions subject to scrutiny for arbitrary conduct).
8. Calculation: **April 23, 2025**, plus six months equals **October 23, 2025**. The July 7, 2025, filing is timely. Respondent's selective quoting from the complaint (*Motion*, p. 4) ignores this revival as the operative occurrence, establishing probable cause under NAC 288.375(1) that the revival constitutes an ongoing violation.

C. The CBA Defense Is a Sham

The Union Mischaracterizes the Grievance to Create a False Pretext for Dismissal

9. The Union waived any CBA-based defenses through consistent conduct treating the grievance as viable:
 - **September 5, 2024**: Grievance filed under Article 17 (*Exhibit A*: "The Department is in violation of CC CBA Article 17 – Posting of Vacancies, as employee meets all requirements and is the most qualified for the position of Environmental Specialist.")
 - **October 21, 2024**: Steward Joseph Campbell conceded denial to HR, stating: "**Whenever we file an Article 17.3 grievance the first thing analysts should do is see if an external candidate received the job...**" (*Exhibit B*), agreeing it's non-grievable but not mentioning CBA exclusion.
 - **October 28, 2024**: 24-minute call with Alexis Esparza discussing merits without CBA reference (phone log available).
 - **October 30, 2024**: 32-minute call with Joseph Campbell, encouraging OOD/EEOC and promising commissioner escalation (phone log available).
 - **April 23, 2025**: Arbitration scheduling (*Exhibit D*).
 - **No CBA limitations** raised until this motion.
10. Waiver principles preclude later invalidity claims after accepting benefits. *Bonvicin v. North Las Vegas Police Officers Association*, EMRB Item No. 653 (October 28, 2008).
11. The grievance **initially** addressed an Article 17 qualifications violation, and **later evolved into a discrimination issue** as additional evidence emerged. Respondent cannot retroactively mischaracterize or selectively redefine the grievance to evade accountability. *Mann v. Clark County School District*, EMRB Item No. 721A (circa 2012) (inadequate representation constitutes breach). Respondent's CBA excerpts (*Motion*, pp. 4-5) are inapposite given their failure to raise them contemporaneously. This mischaracterization alone creates probable cause under NAC 288.375(1) that the Union's defense is pretextual.

D. Exhaustion Requirements Are Inapplicable or Excused

12. No authority mandates OOD exhaustion where the Respondent controlled the process and abandoned it.
13. Futility excuses exhaustion. *Vaca v. Sipes*, 386 U.S. 171 (1967). Six months of silence rendered further steps meaningless. *Unspecified Bargaining Matter*, EMRB Item No. 788 (circa 2015) (arbitrary actions breach DFR); *Jahn v. Las Vegas Metropolitan Police*

Department Supervisors Association, EMRB Item No. 782 (circa 2014) (breach if arbitrary or bad faith); *Bybee & Gingell v. Association*, EMRB Item No. 724/724B (2012) (abandonment supports breach); *Cone et al. v. NSEU/SEIU Local 1107*, EMRB Item No. 361A (circa 1995) (breach requires good faith). Respondent's exhaustion argument (*Motion*, p. 4) collapses given their revival.

E. Clear Breach of Duty of Fair Representation Exists

14. This case concerns the Respondent's pattern of arbitrary and bad-faith conduct, **not the CBA merits**.
15. The Respondent mischaracterizes the allegations, which include unfulfilled promises, abandonment, collection of dues without service, and post-EEOC revival.
16. Such patterns violate NRS 288.270(2). *Heitzinger v. Las Vegas-Clark County Library District*, EMRB Item No. 728C (January 30, 2012) (actions must not be arbitrary); *Vos v. City of Las Vegas*, EMRB Item No. 749 (March 24, 2014) (fair handling required). Respondent's discretion arguments (*Motion*, pp. 7-9) fail where conduct exceeds rationality.

III. TIMELINE DEMONSTRATES BAD FAITH

17. The sequence establishes breach:
 - **September 5, 2024:** Grievance filed (*Exhibit A*) – Viable at inception
 - **October 21, 2024:** Conceded denial (*Exhibit B*) – Abandoned merits
 - **October 28, 2024:** Call deflecting matrix issue – Failed to advocate (*Exhibit Y*)
 - **October 30, 2024:** Promised escalation – Unkept commitments (*Exhibit Y*)
 - **Nov. 2024-Mar. 2025:** No contact – Total abandonment
 - **April 8, 2025:** EEOC filed – Pressure applied
 - **April 23, 2025:** Revival text: **"Your grievance will be presented to the Arbitration Council."** (*Exhibit D*) – Reactive maneuver
 - **July 2025:** "Spurious" claim (*Motion*, p. 2) – Contradiction

IV. RELIEF REQUESTED

23. I request the Board:
 - **Deny** the Motion with prejudice;
 - **Find** probable cause exists;
 - **Order** expedited discovery;
 - **Schedule** hearing;
 - **Award** costs/fees;
 - **Sanction** contradictory filings;
 - **Grant** make-whole relief, including dues refund and compensation for wasted time.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Pasqual', followed by a long, sweeping horizontal stroke that extends to the right.

Pasqual Alonzo
Complainant, Pro Se
2932 Poplar Ave. Apt. 1
Las Vegas, NV 89101
(702) 858-9913
pasqual_alonzo@yahoo.com

Dated: July 23, 2025

Exhibit A - Grievance Filing Dated September 5, 2024



Service Employees International Union / SEIU Local 1107

GRIEVANCE #

Pasqual Alonzo
Employee Name

Environmental Specialist
Job Title

Dept of Env. and Sustainability
Department

Division

(702) 858-9913
Phone #

N/A
Name of Immediate Supervisor

8/28/2024
Date of Employee's Knowledge of Contract Violations

Alexis E. Esparza
Name of SEIU Representative

N/A
Date Employee was notified of Demotion or Other Discipline

Statement of Grievance (state the facts that prompted you to file this grievance):

The Department is in violation of CC CBA Article 17 – Posting of Vacancies, as employee meets all requirements and is the most qualified for the position of Environmental Specialist.

Where did this Occur?

Work/Department of Environment and Sustainability

Name any Witnesses:

N/A

SEIU Agreement Article(s) and Section(s) Violated:

Including but not limited to – CC CBA, Article 17, Section 3; all other relevant articles, policies, procedures, and laws.

Requested Remedy:

Including but not limited to – Make employee whole in all ways; Follow the provisions of the contract; Offer position to the most qualified candidate; and compensate employee with appropriate backpay.

Alexis E. Esparza
Signature of Union Representative

9/5/2024
Date Grievance Filed

Signature of Department Head

Date of Receipt

**Exhibit B - Message from Joseph Campbell to HR Dated October
21, 2024**

Subject: Re: Article 17 Response- Pasqual Alonzo
From: "Joseph Campbell" <josephcampbell1974@gmail.com>
Sent: 10/21/24, 2:50:56 PM
To: "Ashley Mazzone" <Ashley.Mazzone@clarkcountynv.gov>
CC: "Samuel Shaw - SEIUnv" <Sam.Shaw@seiunv.org>; "SEIU Local 1107 Representation Department" <representation@seiunv.org>; "Alexis Esparza" <aesparza.seiu1107@gmail.com>; "Shawn McCrary" <McCrary@clarkcountynv.gov>; "Timothy Silkroski" <Timothy.Silkroski@clarkcountynv.gov>; "Curtis Germany" <Curtis.Germany@clarkcountynv.gov>; "Christina Ramos" <CRamos@clarkcountynv.gov>; pasqual_alonzo@yahoo.com

Thank you Ashley.

Whenever we file an Article 17.3 grievance the first thing analysts should do is see if an external candidate received the job, and the second thing they should do is see if the grievant has more or less seniority than the internal County employee selected for the position. If the grievant has less seniority that too is not a grievance.

Article 17.3 is "only" a seniority right for union members/bargaining eligible employees in promotional situations wherein an external candidate doesn't receive the position.

In mediation I kept hearing the County refer to Article 17.3 as an infringement on management's rights. Not at all, it's a Union seniority right regarding promotional opportunities. Nothing more, nothing less.

Joe
Sent from my iPhone

Subject: Article 17 Response- Pasqual Alonzo
From: "Ashley Mazzone" <Ashley.Mazzone@ClarkCountyNV.gov>
Sent: 10/21/24, 12:25:59 PM
To: "Samuel Shaw - SEIUnv" <Sam.Shaw@seiunv.org>
CC: "SEIU Local 1107 Representation Department" <representation@seiunv.org>; "Alexis Esparza" <aesparza.seiu1107@gmail.com>; "Joseph Campbell" <josephcampbell1974@gmail.com>; "Shawn McCrary" <McCrary@ClarkCountyNV.gov>; "Timothy Silkroski" <Timothy.Silkroski@ClarkCountyNV.gov>; "Curtis Germany" <Curtis.Germany@ClarkCountyNV.gov>; "Christina Ramos" <CRamos@ClarkCountyNV.gov>; "pasqual_alonzo@yahoo.com" <pasqual_alonzo@yahoo.com>

Attachments: Step 2 Request- Pasqual Alonzo.pdf

Good afternoon,

Please see the attached response.

No hard copies to follow.

Thank you,



Ashley Mazzone
Employee & Labor Relations Manager
Human Resources Department
500 S. Grand Central Pkwy, 3rd Floor
Las Vegas, NV 89155
Office 702-455-2568
Mobile 702-308-4596
Email
Ashley.Mazzone@ClarkCountyNV.gov



**Exhibit D - Revival Text Message from Alexis Esparza Dated
April 23, 2025**

9:56

92



1



Alexis



provide the matrix. You can accept the date and keep on calendar for now. I'll will reach out to Joe today

Ok, I appreciate your help.

Wed, Oct 30 at 12:44 PM

Hi Cal, are you available this evening around 5 pm for a phone call with me and Joe?

For a call I think so. Will it just be us three?

Yes, just us three

Ok sounds good. I take my kid to an appointment but I'll be in the waiting area at that time so it should be a good time

Delivered

Wed, Apr 23 at 9:30 AM

Good morning, Cal. It's Alexis from SEIU. I received a call from our hall and they want me to present your case to Arb Council today at 6pm. What we do is present the case to other union members and if they vote to move case forward it goes to Arbitration. At that point, the union attorney takes over the case. Are you available today at 6pm?



iMessage



Exhibit E - Email Correspondence Dated October 25, 2024

Subject: Re: Inquiry About Article 17 Grievance Status
From: "Joseph Campbell" <josephcampbell1974@gmail.com>
Sent: 10/29/24, 9:12:24 AM
To: "Joseph Campbell" <JOSEPHCAMPBELL1974@gmail.com>
CC: "Pasqual Alonzo" <pasqual_alonzo@yahoo.com>; "Alexis Esparza" <alexiseesparza@gmail.com>

Hi Cal,

Feel free to call me at (702) 890-8991. If I don't answer leave me a number please.

Joe
Sent from my iPhone

Subject: Re: Inquiry About Article 17 Grievance Status
From: "Joseph Campbell" <josephcampbell1974@gmail.com>
Sent: 10/25/24, 3:09:42 PM
To: "Pasqual Alonzo" <pasqual_alonzo@yahoo.com>
CC: "Alexis Esparza" <alexiseesparza@gmail.com>

Hi Cal,

It's my understanding that Alexis had informed you that the grievance was denied by the County as not grievable cause a contract violation hadn't occurred. And this is accurate.

However, Alexis and I are trying to get a meeting with the HR Recruitment Manager to discuss this recruitment and your situation. We will let you know when this meeting is scheduled and you are welcome to attend.

We can talk more Tuesday about some of the things you've addressed in your email. Much of it is misunderstandings on your part but that's fine as I'll clear your questions up.

Joe

Sent from my iPhone

Subject: Inquiry About Article 17 Grievance Status
From: "Pasqual Alonzo" <pasqual_alonzo@yahoo.com>
Sent: 10/25/24, 3:00:12 PM
To: "Joseph Campbell" <josephcampbell1974@gmail.com>

Hello Joe,

I am writing to inquire about the status of my Article 17 grievance, as I have not received any updates from you. The only correspondence I received was from Ashley Mazzone, who mentioned that the contract is not applicable because it involves hiring an outsider, leading to the halting of the grievance process.

I am not satisfied with this outcome, as it seems to benefit neither union members nor the integrity of the grievance process. Since I initiated this grievance, it should be allowed to run its course. If there is nothing to hide, why is there such a lack of transparency?

As government employees, we should expect a certain level of accountability. I filed this grievance because I believed my case had merit, and both union stewards, Saki and Alexis, agreed. Given that there is no current contract, I am unclear as to why the expired contract is being referenced.

7/18/25

It is concerning that the union appears to be making many concessions without adequately advocating for our rights. I have been actively recruiting new members, with several interested once they complete their probation. However, if being a union member offers no tangible benefits, it will be challenging for me to continue advocating for our cause.

As the sole breadwinner in my household, paying union dues puts a financial strain on me. I work hard to budget for these expenses because I believe it is worth it. I became a member from day one, largely thanks to my colleague Saki, who encouraged me to join even while I was on probation, believing it was for the greater good.

On Wednesday, October 23, I asked Saki about the status of my grievance, and she mentioned it would likely go to arbitration. However, I would like to confirm this with you directly.

I look forward to your prompt response regarding the status of my grievance.

Thank you.

Cal

Exhibit G - Certified Mail Receipt for Service of Complaint

9589 0710 527 2599 1904 04

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Los Vegas, NV 89102 OFFICIAL USE

Certified Mail Fee

\$4.85

Extra Services & Fees (check box, add fee as appropriate)

- | | |
|--|--------|
| <input type="checkbox"/> Return Receipt (hardcopy) | \$0.00 |
| <input type="checkbox"/> Return Receipt (electronic) | \$0.00 |
| <input type="checkbox"/> Certified Mail Restricted Delivery | \$0.00 |
| <input type="checkbox"/> Adult Signature Required | \$0.00 |
| <input type="checkbox"/> Adult Signature Restricted Delivery | \$0.00 |

Postage

\$0.73

Total Postage and Fees

\$5.58

Sent To

SEIU Local 1107
Street and Apt. No., or PO Box No.
2250 S. Rancho Pr., Ste 165
City, State, ZIP+4®
Las Vegas, NV 89102



Exhibit Y - Phone Log for October 28 and 30, 2024 Calls



(702) 773-0062

Oct 25 - Nov 24

DATA

When	Service	Origin	Type	MB	Cost
Nov 24	Mobile Internet			1,755.4381	-
Totals				38,864.2641	\$0.00

The date and time corresponds to Pacific Time (PST/PDT).

(702) 858-9913

Oct 25 - Nov 24

TALK

When	Who	Description	Type	Min	Cost
Oct 25	1:35 PM OUT (702) 946-1000	to Las Vegas/NV	-	7	-
	2:34 PM IN (702) 521-7819	Incoming	F	3	-
	3:57 PM OUT (800) 830-9159	1-800 #	-	5	-
Oct 26	12:40 PM IN (352) 855-9960	Incoming	-	1	-
	1:59 PM IN (702) 758-1824	Incoming	F	4	-
	2:39 PM IN (702) 758-1824	Incoming	F	1	-
	3:47 PM OUT (702) 525-8940	to Las Vegas/NV	F	1	-
	5:54 PM OUT (703) 249-4628	to Braddock/VA	-	1	-
Oct 28	2:17 PM OUT (702) 481-2707	to Las Vegas/NV	F	21	-
	5:45 PM IN (504) 508-0246	Incoming	F	24	-
	8:16 PM IN (702) 758-1824	Incoming	F	7	-
	8:50 PM OUT (725) 244-1516	to Las Vegas/NV	F	1	-
Oct 29	9:00 AM IN (866) 431-5025	Incoming	-	7	-
	9:07 AM OUT (702) 481-2707	to Las Vegas/NV	F	10	-
Oct 30	9:20 AM IN (702) 481-2707	Incoming	F	6	-
	1:15 PM IN (702) 487-8678	Incoming	-	1	-
	4:25 PM IN (909) 235-2462	Incoming	F	2	-
	5:02 PM IN (504) 508-0246	Incoming	F	32	-
Oct 31	10:02 AM IN (737) 402-3292	Incoming	-	2	-
	3:54 PM IN (561) 918-4207	Incoming	-	1	-
	4:19 PM OUT (702) 946-9000	to Las Vegas/NV	-	2	-
	4:24 PM IN (702) 844-2203	Incoming	-	1	-
	10:55 AM IN (737) 402-3292	Incoming	-	9	-
	8:13 PM OUT (702) 758-1824	to Las Vegas/NV	F	1	-
	8:22 PM IN (702) 758-1824	Incoming	F	1	-
	10:39 PM IN (702) 481-2707	Incoming	F	1	-
Nov 02	12:35 PM IN (702) 481-2707	Incoming	F	1	-
	1:16 PM IN (775) 367-8240	Incoming	-	1	-
	1:56 PM IN (702) 684-1014	Incoming	F	1	-
	2:39 PM IN (702) 684-1014	Incoming	F	2	-
Nov 03	12:45 PM OUT (702) 521-7819	to Las Vegas/NV	F	1	-
	12:45 PM IN (702) 521-7819	Incoming	F	2	-
	3:41 PM OUT (702) 409-2116	to Las Vegas/NV	F	14	-
	6:46 PM IN (775) 285-3137	Incoming	-	1	-
	7:00 PM IN (702) 766-5775	Incoming	-	1	-
	8:36 PM OUT (702) 773-0062	to Las Vegas/NV	F	1	-
	8:51 PM OUT (702) 773-0062	to Las Vegas/NV	F	1	-
Nov 04	12:07 PM IN (702) 758-1824	Incoming	F	1	-
Nov 06	6:45 PM IN (775) 349-4135	Incoming	-	1	-
	7:05 PM IN (775) 349-4135	Incoming	-	1	-
	7:45 PM IN (725) 228-2702	Incoming	-	1	-
Nov 07	10:00 AM IN (415) 271-4115	Incoming	-	1	-
	2:28 PM IN (262) 287-4510	Incoming	-	4	-
	2:32 PM OUT (702) 455-6552	to Las Vegas/NV	-	1	-
	5:17 PM IN Blocked NBR	Incoming	-	1	-
	5:17 PM IN Blocked NBR	Incoming	-	2	-
	7:08 PM IN (702) 521-7819	Incoming	F	3	-
	8:15 PM IN (775) 349-4551	Incoming	-	1	-
	8:38 PM IN (775) 349-4551	Incoming	-	1	-
Nov 08	9:50 AM IN (917) 705-5699	Incoming	-	1	-
	9:50 AM IN (917) 705-5699	Incoming	-	1	-
	11:32 AM IN (646) 908-8097	Incoming	-	1	-
	12:13 PM OUT (702) 949-7277	to Las Vegas/NV	-	2	-
	8:12 PM IN (775) 349-4488	Incoming	-	1	-
Nov 10	11:03 AM IN (702) 758-1824	Incoming	F	1	-
	11:03 AM IN (702) 758-1824	Incoming	F	1	-
	11:04 AM IN (702) 758-1824	Incoming	F	1	-
	11:04 AM IN (702) 758-1824	Incoming	F	1	-
	11:55 AM IN (702) 758-1824	Incoming	F	2	-
	2:20 PM OUT (702) 409-2116	to Las Vegas/NV	F	1	-
	2:23 PM OUT (702) 481-2707	to Las Vegas/NV	F	24	-
Nov 12	10:25 AM IN (775) 225-1026	Incoming	-	1	-
	12:11 PM IN (702) 855-4895	Incoming	-	1	-
	3:17 PM IN Blocked NBR	Incoming	-	1	-
Nov 13	9:48 AM IN (415) 309-1810	Incoming	-	1	-
	9:58 AM OUT (415) 309-1810	to Snfc Cntrl/CA	-	7	-
	6:39 PM IN (702) 758-1824	Incoming	F	1	-
	6:39 PM IN (702) 758-1824	Incoming	F	1	-
Nov 14	11:29 AM OUT (702) 671-3478	to Las Vegas/NV	-	22	-
	11:51 AM IN (702) 683-0988	Incoming	A	1	-
	2:05 PM OUT (702) 827-9761	to Laughlin/NV	F	1	-

...CONTINUED - (702) 858-9913, TALK

When	Who	Description	Type	Min	Cost
	2:06 PM IN (702) 481-2707	Incoming	F	34	-
	5:28 PM IN (702) 758-1824	Incoming	F	1	-
	6:33 PM OUT (702) 521-7819	to Las Vegas/NV	F	5	-
	6:58 PM IN (702) 758-1824	Incoming	F	1	-
	10:44 PM IN (702) 409-2116	Incoming	F	25	-
Nov 15	1:24 PM OUT (702) 481-2707	to Las Vegas/NV	F	1	-
	1:24 PM OUT (702) 481-2707	to Las Vegas/NV	F	1	-
	1:49 PM OUT (702) 481-2707	to Las Vegas/NV	F	1	-
	10:34 PM IN (702) 409-2116	Incoming	F	25	-
Nov 16	12:22 PM IN (702) 683-0988	Incoming	-	2	-
	6:17 PM IN (702) 409-2116	Incoming	F	12	-
	6:43 PM IN (702) 409-2116	Incoming	F	11	-
Nov 17	6:30 PM IN (702) 773-0062	Incoming	F	2	-
Nov 18	11:15 AM OUT (866) 349-3026	1-866 #	-	6	-
	12:56 PM IN (951) 501-1000	Incoming	-	1	-
Nov 19	11:22 AM OUT (702) 871-4903	to Las Vegas/NV	-	5	-
	11:28 AM OUT (702) 968-5222	to Las Vegas/NV	-	1	-
	11:28 AM OUT (702) 968-5222	to Las Vegas/NV	-	6	-
Nov 20	4:04 PM IN (702) 525-8940	Incoming	F	1	-
	4:32 PM OUT (702) 758-1824	to Las Vegas/NV	F	1	-
	4:38 PM OUT (702) 968-5222	to Las Vegas/NV	-	1	-
	4:39 PM OUT (702) 877-0808	to Las Vegas/NV	-	1	-
Totals				414	\$0.00

The date and time corresponds to the local time where the mobile was located.

WHO: OUT Outgoing IN Incoming TYPE: F Mobile2Mobile A Call Waiting

TEXT

When	Who	Destination	Type	Cost
Oct 25	5:45 AM IN 2300		TXT	-
	5:45 AM IN (702) 684-1014	Las Vegas, NV	TXT	-
	5:46 AM IN 2300		TXT	-
	5:46 AM IN (702) 758-1824	Las Vegas, NV	TXT	-
	5:47 AM IN 2300		TXT	-
	5:47 AM IN 17026841014		PIC	-
	5:47 AM IN 2300		TXT	-
	5:47 AM IN 17026841014		PIC	-
	5:51 AM IN 2300		TXT	-
	5:51 AM IN 2300		TXT	-
	5:51 AM IN (702) 409-2116	Las Vegas, NV	TXT	-
	5:51 AM IN 2300		TXT	-
	5:51 AM IN (702) 409-2116	Las Vegas, NV	TXT	-
	6:06 AM IN 2300		TXT	-
	6:06 AM IN (702) 758-1824	Las Vegas, NV	TXT	-
	8:27 AM IN 2300		TXT	-
	8:27 AM IN (702) 773-0062	Las Vegas, NV	TXT	-
	8:31 AM IN 2300		TXT	-
	8:31 AM IN (702) 773-0062	Las Vegas, NV	TXT	-
	10:16 AM IN 128		TXT	-
	10:16 AM IN 128		TXT	-
	10:17 AM IN (702) 402-5555	Las Vegas, NV	TXT	-
	10:17 AM IN (702) 402-5555	Las Vegas, NV	TXT	-
	10:17 AM IN (702) 402-5555	Las Vegas, NV	TXT	-
	11:07 AM IN 2300		TXT	-
	11:07 AM IN 69542		PIC	-
	11:12 AM IN 2300		TXT	-
	11:12 AM IN 18337934632		PIC	-
	11:39 AM IN 2300		TXT	-
	11:39 AM IN 17026841014		PIC	-
	11:40 AM IN 2300		TXT	-
	11:40 AM IN (702) 684-1014	Las Vegas, NV	TXT	-
	11:44 AM IN 2300		TXT	-
	11:44 AM IN (702) 758-1824	Las Vegas, NV	TXT	-
	1:21 PM IN (775) 964-8241	Austin, NV	TXT	-
	1:43 PM IN 2300		TXT	-
	1:43 PM IN 17027079664		PIC	-
	3:13 PM IN 2300		TXT	-
	3:13 PM IN 19363590325		PIC	-
	7:00 PM IN 2300		TXT	-
	7:00 PM IN (702) 409-2116	Las Vegas, NV	TXT	-
	7:43 PM IN 2300		TXT	-
	7:43 PM IN 2300		TXT	-
	7:43 PM IN (702) 684-1014	Las Vegas, NV	TXT	-
	7:43 PM IN (702) 684-1014	Las Vegas, NV	TXT	-
	7:43 PM IN 2300		TXT	-
	7:43 PM IN (702) 684-1014	Las Vegas, NV	TXT	-
Oct 26	7:14 AM IN 2300		TXT	-
	7:14 AM IN (702) 684-1014	Las Vegas, NV	TXT	-
	12:36 PM IN 2300		TXT	-
	12:36 PM IN (702) 684-1014	Las Vegas, NV	TXT	-
	1:26 PM IN 2300		TXT	-
	1:26 PM IN (702) 758-1824	Las Vegas, NV	TXT	-
	2:06 PM IN 31524		TXT	-
	2:06 PM IN 31524		TXT	-
	6:21 PM IN 2300		TXT	-
	6:21 PM IN 14143958377		PIC	-

CERTIFICATE OF SERVICE

I, Pasqual Alonzo, certify that on July 23, 2025, I served a true and correct copy of the foregoing Reply to Respondent's Motion to Dismiss, including all exhibits, by certified mail, to the following parties:

Evan L. James, Esq.
Christensen James & Martin, Chtd.
7440 West Sahara Avenue
Las Vegas, NV 89117

SEIU Local 1107
Attn: Joseph Campbell
2250 South Rancho Drive, Suite 165
Las Vegas, NV 89102

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 23, 2025

/s/ Pasqual Alonzo
Pasqual Alonzo
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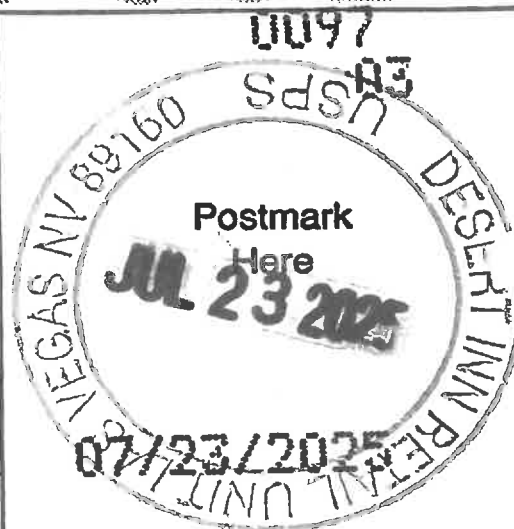
Evan L. James, Esq. et al.

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Las Vegas, NV 89117



SEIU Local 1107 (Respondent)

Response to Opposition to Motion to Dismiss

FILED
August 5, 2025
State of Nevada
E.M.R.B.

4:52 p.m.

1 **CHRISTENSEN JAMES & MARTIN, CHTD.**
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9 **Attorneys for Local 1107**

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

9 **PASQUAL ALONZO,**

10 **COMPLAINANT,**

11 **vs.**

12 **NEVADA SERVICE EMPLOYEES UNION,**
13 **SEIU 1107,**

14 **RESPONDENT.**

CASE NO.: 2025-012

RESPONSE TO OPPOSITION TO
MOTION TO DISMISS

15
16 Pursuant to NAC 288.240(4), Respondent Nevada Service Employees Union,
17 SEIU Local 1107 ("Union"), acting by and through its undersigned attorney, hereby
18 responds to the Pasqual Alonzo's ("Alonzo") Opposition to the Motion to Dismiss.¹

19 **I**

20 **RESOLVED ISSUES**

21 Alonzo established that he served the Union via certified mail, as required. The
22 Board may therefore disregard that issue raised in the Motion to Dismiss.

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27 ¹ Mr. Alonzo's document is styled as a "reply" when it is an opposition. See NAC
288.240(4). The document will be properly identified as "Opposition" in this Response.

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II

LEGAL STANDARDS

While tribunals may afford some leniency to pro se litigants such as Alonzo, they are not exempt from complying with procedural and legal standards. The Nevada Supreme Court has held that pro se parties must follow the same rules as attorneys. *Rodriguez v. Fiesta Palms, LLC*, 134 Nev. 654, 429 P.3d 664 (2018); *see also*, NRCp 11 and NRAP 28.2. Reckless or misleading representations may be grounds for sanctions, especially when used to mislead the tribunal or multiply proceedings unreasonably. *See e.g., Franco v. Dow Chem. Co. (In re Girardi)*, 611 F.3d 1027, 1061 (9th Cir. 2010) (misleading or reckless representations may be grounds for sanctions under 28 U.S.C. 1927).

III

ARGUMENT

1. Alonzo's Opposition establishes that his claim is moot.

Alonzo asserts three facts in the Opposition which establish he knew he needed to pursue his employment discrimination claim with the Equal Employment Opportunity Commission ("EEOC") and that he did in fact do so. Alonzo says that the Union was required to grieve his discrimination claim, but the CBA clearly states that "[a] grievance shall not be defined to include any matter or action taken by the County or its representatives for which the Equal Employment Opportunity Commission (EEOC), Nevada Equal Rights Commission (NERC), Office Of Diversity (OOD) has jurisdiction...." *See* Mot. to Dismiss Ex. A at pg. 17 (emphasis added). Alonzo represents in his Opposition that on October 30, 2024, he had a conversation with Union steward Joseph Campbell during which they discussed Alonzo's need to take his discrimination claim to the EEOC. Opposition at 2 ¶ 9. Alonzo also represents that on April 8, 2025, a charge was filed with the EEOC. *Id.* at 3 ¶ 17. Alonzo also confirms that an EEOC filing occurred by asserting that the Union's Motion to Dismiss constitutes a pattern of bad faith conduct by the Union "post-EEOC revival." *Id.* at ¶ 15. The CBA preserves Alonzo's right

1 to file an EEOC charge because the Union and County clearly agreed that employment
2 discrimination claims are not covered by the CBA as grievable offenses.

3 Given Alonzo's assertions that his claim sits with the EEOC, his desire to have the
4 Union arbitrate the claim is moot as well as contractually prohibited. "A controversy must
5 be present through all stages of the proceeding... If a case becomes moot at any stage, it
6 must be dismissed." *Personhood Nevada v. Bristol*, 126 Nev. 599, 245 P.3d 572 (2010);
7 "A matter lacks probable cause if it is moot." *Water Employees Association v. Las Vegas*
8 *Valley Water District*, Case No. A1-045454, Item No. 245 (1990).

9 Since Alonzo is apparently still pursuing the matter with the EEOC, as he should
10 be, the purpose and intent of the CBA directing such claims to the EEOC has been fulfilled.
11 There is no justiciable controversy, according to statements made by Alonzo in his
12 Complaint and in the Opposition to the Motion to Dismiss. The lack of a justiciable
13 controversy requires dismissal. NRS 288.200(c) (EMRB complaints must include "a
14 statement of the facts . . . sufficient to raise a justiciable controversy . . .").

15 **2. Alonzo does not dispute the Union's reading of the CBA.**

16 In the Motion to Dismiss, the Union pointed out that it is not equipped to prosecute
17 the personal discrimination / employment law claims of bargaining unit members, and that
18 the CBA expressly excludes "any matter . . . for which the Equal Employment Opportunity
19 Commission (EEOC), Nevada Equal Rights Commission (NERC)" have jurisdiction from
20 the contract's "grievance" definition. This Board knows from long experience that a
21 union's duties are rooted in the requirements of collective bargaining agreements, and the
22 CBA at issue in this case expressly prohibits what Mr. Alonzo seeks—arbitration of his
23 personal discrimination claim.

24 **3. Alonzo's case law does not even mention the statute of limitations.**

25 Alonzo cites caselaw in support of his opposition to the Union's statute of
26 limitations argument that has nothing to do with the statute of limitations. Alonzo cites
27 *DeSouza v. Clark County Education Association*, EMRB Item No. 906A, Case No. 2024-

1 035 (January 28, 2025) and *Simo v. Henderson Police Officers Association*, *EMRB Item*
2 *No. 801*, Case No. A1-046111 (circa 2015), claiming that the statute of limitations does
3 not apply to him. However, these cases are bereft of any statute of limitations issues and
4 the only reasonable conclusion is that Alonzo did not bother to read them.²

5 **4. Alonzo knew on October 25, 2025 that the Union would no longer pursue his**
6 **so-called grievance.**

7 With his Opposition, Alonzo provided an October 25, 2024 email from Union
8 Steward Joe Campbell. The email shows that the Union informed Alonzo that after an
9 investigation, the Union would not pursue his grievance beyond the step two meeting. The
10 email reads, in part, as follows: “It’s my understanding that Alexis had informed you that
11 the grievance was denied by the County as not grievable [because] a contract violation
12 hadn’t occurred. **And this is accurate.**” *See* Opposition Ex. E (emphasis added). The
13 Complainant therefore knew on **October 25, 2024** that the Union had rejected further
14 actions aimed at pursuing his Article 17 grievance. The deadline for filing a claim against
15 the Union started to run on that date and expired six months later, on **April 25, 2025**. *See*
16 *also*, Opposition at 2 ¶ 9 (admitting Alonzo knew in October 2024 that the Union was not
17 going to further prosecute the proposed grievance (“agreeing it’s non-grievable”)).

18 Indeed, the Complainant admits in his brief that the Article 17 matter is no longer
19 an issue, stating, “The grievance **initially** addressed an Article 17 qualifications violation,
20 and [sic] **later evolved into a discrimination issue** as additional evidence emerged.”
21 Opposition at 2 ¶ 11 (emphasis in original). This explains why the Complaint alleges
22 discrimination rather than the failure to pursue any CBA violation related to Article 17.

23 In addition, and as established in the Motion to Dismiss, personal discrimination
24 claims are not grievable. “**A grievance shall not be defined to include any matter or**

25
26 ² The undersigned continues to evaluate the utility of Artificial Intelligence (“AI”) tools
27 in the practice of law and has found them to be extremely unreliable. The structure of
Alonzo’s Opposition brief and the repeated citations to wholly inapplicable case law is
highly suggestive of the use of AI in the preparation of the brief.

1 action taken by the County or its representatives **for which the Equal Employment**
2 **Opportunity Commission (EEOC), Nevada Equal Rights Commission (NERC), Office**
3 **Of Diversity (OOD) has jurisdiction....”** Mot. to Dismiss Ex. A at pg. 17 (emphasis
4 added). It is inescapable that the issue alleged in the Complaint, discrimination, belongs
5 solely to Alonzo, who must pursue the matter outside the CBA’s grievance and arbitration
6 provisions.

7 **5. Alonzo ranked last among the 17 job candidates, establishing that even his**
8 **Article 17 grievance was not meritorious and that the Union acted rationally.**

9 The Motion to Dismiss was based upon the allegations of the Complaint. Alonzo’s
10 Opposition goes well beyond the original allegations and clarifies that his grievance was
11 originally based on an alleged violation of the CBA’s Article 17 which provides that where
12 two internal County job candidates have similar knowledge skills and abilities, seniority
13 will determine who gets the position. As shown in Alonzo’s Exhibit B, Joe Campbell
14 informed him and junior steward Alexis that Article 17 did not apply because the County
15 recruited to fill the position from external, as well as internal candidates, and that the
16 successful candidate was from outside the County’s employment. Article 17 of the CBA
17 simply does not contain provisions that govern in such circumstances.

18 In addition, Exhibit C, attached hereto, is the final ranking of candidates for the
19 position that Alonzo sought. The ranking was obtained during the discovery process that
20 occurs after a grievance is filed.³ The final ranking of candidates shows that Alonzo was
21 last among the candidates. As shown, Alonzo was ranked number 17 out of the 17
22

23 ³ The mere existence of the ranking helps explain why the Union filed the grievance. Per
24 Article 11 ¶ 4, the parties exchange evidence after a grievance is filed, independent of
25 each grievance’s perceived merit. Alonzo’s fallacy that the Union would never file a
26 grievance without first confirming that it is unquestionably meritorious ignores the
27 reality that grievances are typically resolved through the later exchange of information.
Workplace investigations conducted by unions require evidence, and evidence is seldom
made available by employers until after a grievance has been filed. Grievances are
sometimes filed for valid reasons unrelated to whether they will ultimately succeed on
their merits (to preserve timelines and protect employees’ individual rights, for example).

1 candidates. It is irrational to believe that an arbitrator would compel the County to award
2 the position to Alonzo where his job application and interview performance placed him
3 last among the 17 candidates. The Union honored its duty of fair representation when it
4 filed Alonzo's grievance, obtained relevant information needed to investigate the matter
5 more fully, and then exercised proper discretion in deciding not to pursue the matter
6 through arbitration.

7 **6. The Union cannot waive something that it did not have.**

8 Alonzo uses a strawman fallacy to argue that the Union waived the contractual
9 right not to grieve his discrimination claim.⁴ The problem for Alonzo is that Union cannot
10 waive a right it does not have, i.e., the right to arbitrate an employment discrimination
11 claim. The Nevada Supreme Court has explained that waiver requires the existence of a
12 right, knowledge of that right, and either an actual intention to relinquish it or conduct so
13 inconsistent with the intent to enforce the right as to induce a reasonable belief that it has
14 been relinquished. Waiver cannot occur in the absence of an existing right. *See Hudson v.*
15 *Horseshoe Club Operating Co.*, 112 Nev. 446, 916 P.2d 786 (1996); *See also Ibsen v.*
16 *State*, 83 Nev. 42, 45, 422 P.2d 543, 546 (Nev. 1967) ("One cannot waive a right which
17 he does not think he has."). The contract between the Union and Clark County expressly
18 excludes Alonzo's employment discrimination claim from the grievance and arbitration
19 provisions. The Union could not have waived the right to grieve Alonzo's discrimination
20 claim because the Union never had any right to grieve it in the first place.

21 Furthermore, even if the Union could waive the grievability of Alonzo's
22 employment discrimination claim, this Board lacks any authority to rewrite the collective
23 bargaining agreement to force Clark County to accept that waiver and process the
24 grievance. "This Board's authority to order relief is limited to 'restoring to the party

25
26 ⁴ Complainant suggests that *Bonvicin v. North Las Vegas Police Officers Association*,
27 EMRB Item No. 653 (October 28, 2008) somehow supports his waiver argument. But
the *Bonvicin* order never mentions the concept of a waiver. It is extremely difficult to
conclude that Mr. Alonzo actually reviewed any of the cases he chose to cite.

1 aggrieved any benefit of which he has been deprived by that action,' NRS 288.110(2). "
2 *Jerry Mann v. Clark County School District, et al*, Item No. 721A, Case No. A1-045969
3 (Feb. 2, 2010). Like the complainant in *Mann*, Alonzo "was not deprived of any benefit
4 due to the [Union's alleged] inaction, and the Board [cannot] grant relief to [Alonzo] on
5 this claim...." *Id.* The reason is simple, Alonzo's employment discrimination claim is
6 expressly excluded from the collective bargaining agreement. His remedy does not lie with
7 Union action. Alonzo, alone, has the responsibility to prosecute that claim through state
8 and federal agencies and court, which, as shown above, he knew about and has apparently
9 done.

10 **7. Alonzo's excuse argument is another fallacy; his cited case law is blatantly**
11 **misrepresented; his arguments are unsupported and unintelligible.**

12 Alonzo asserts that he is excused from following CBA provisions because the
13 Union controlled the grievance. Opp. 3 ¶ 12. This is a strawman fallacy because
14 controlling the grievance process does not change the fact that the justiciability of
15 Alonzo's employment law claim is something that he, alone, controls. The CBA is clear
16 that it is Alonzo's right and responsibility to prosecute that claim outside the CBA's
17 grievance and arbitration provisions.

18 Alonzo asserts that applying the CBA's provisions to him would be futile. *Id.* 3 ¶
19 13. He provides a jumble of case citations that are incomplete and indecipherable. The
20 failure to explain why the cases he cites have any bearing on the issues raised in his
21 Complaint is a fatal error. It is Alonzo's duty to show their relevance. This Board has no
22 duty to scrutinize them. *See Edwards v. Emperor's Garden Rest.*, 122 Nev. 317, 330,
23 n.38, 130 P. 3d 1280, n.38 (2006) (claims unsupported by relevant authority need not be
24 considered); *United States v. Dunkel*, 927 F.2d 955, 956 (7th Cir. 1991) (judges need not
25 dig through briefs); *Ewald v. Nationstar Mortg., LLC*, 13 Cal. App. 5th 947, 949, 220 Cal.
26 Rptr. 3d 751, 752 (2017) (affirming judgment without reaching merits because litigant
27 failed to explain why cited case law had "any relevance to her claims").

1 However, one of the cases identified by Alonzo, *Vaca v. Sipes*, 386 U.S. 171
2 (1967), is instructive to show that the Complaint should be dismissed, which is why the
3 Union first mentioned it in the Motion to Dismiss. In *Vaca*, the United States Supreme
4 Court excused compliance with an express arbitration requirement, holding that the union
5 in question had the right, but not the obligation, to pursue a proposed grievance. In other
6 words, the union had discretion to decide whether to pursue the grievance. The court
7 reversed the decision of the Missouri Supreme Court and explained that to prevail on a
8 claim for breach of the duty of fair representation case for refusal to pursue a grievance, a
9 union member must first prove that 1) the grievance was meritorious, and also 2) the
10 union's refusal to pursue it was the product of bad faith.

11 Here, Mr. Alonzo cannot prove either of these things because the CBA shows that
12 the issue he raised lacks merit. The CBA states that the issue cannot be grieved or
13 arbitrated, so the refusal to pursue the so-called grievance under the CBA's grievance
14 procedures cannot possibly be an act of bad faith. In sum, Alonzo wants the Board to grant
15 him a benefit that no other bargaining unit employee enjoys—having the Union prosecute
16 a claim that is not cognizable under the CBA on his behalf.⁵ The Board lacks the authority
17 to do what Alonzo has requested.

18 Without providing details, Alonzo says that the Union has engaged in a “pattern of
19 arbitrary and bad-faith conduct” that does not relate to “the CBA merits.” Opp. 3 ¶¶ 14-
20 16. He claims that “such patterns violate NRS 288.270(2).” Alonzo then declares that
21 “Respondent’s discretion arguments fail where conduct exceeds rationality.” These words
22 seem to form a grammatically complete sentence. But it conveys no real meaning, and
23

24 ⁵ Frankly, it would likely take an arbitrator all of five minutes to grant an award in favor
25 of the County by reasoning that the arbitrator lacked the authority to even hear the
26 grievance. *See* attached Ex. A-1, CBA Art. 11 at 16 ¶ 5 (“The arbitrator shall not have
27 the authority to modify, amend, alter, ignore, add to, or subtract from any of the
provisions of this Agreement.... The arbitrator, in the absence of expressed written
agreement of the parties to this Agreement, shall have no authority to rule on any dispute
between the parties which is not within the definition of a grievance set forth in this
Article.”)

1 Alonzo provides no helpful information. The Union cannot meaningfully respond to such
2 unintelligible arguments, and this Board should ignore them.

3 **8. The Opposition reveals the Complainant's motives and intentions.**

4 Alonzo's filings show he is angry because the Union investigated his Article 17
5 grievance and told him it was not viable. He then changed the issue to employment
6 discrimination and was told to take the matter to the EEOC, which he apparently did. He
7 is obviously upset that the CBA does not afford him relief for his employment
8 discrimination claim, and that is why he is advancing inapplicable arguments like waiver,
9 excuse and futility while at the same time expressly stating that his claim is not about any
10 alleged violation of the terms of the CBA.

11 The duty of fair representation applies only to a union's actions in bargaining for
12 and enforcing (i.e., following the terms of) a collective bargaining agreement, including
13 the processing of meritorious grievances. *See Cone v. Nevada Service Employees Union*,
14 116 Nev. 473, 998 P.2d 1178 (2000). Here, Alonzo asks this Board to order the Union to
15 violate the terms of the CBA by processing a grievance that the CBA expressly prohibits.

16 Alonzo's attempt to extend the duty of fair representation to issues that require
17 unions to exercise discretion exceeds the scope of the Board's jurisdiction and misstates
18 the law. Alonzo's initial Article 17 lacked merit, and his "later evolved" discrimination
19 claim could not be grieved under the plain language of the CBA, so the Union had no
20 obligation to pursue either issue further. "[A] union does not breach its duty of fair
21 representation when it does not process a meritless grievance . . ." *Zuniga v. United Can*
22 *Co.*, 812 F.2d 443, 451 (9th Cir. 1987).

23 If Alonzo does not like the CBA, then his remedy is to get involved, seek election
24 to the bargaining team, and try to change the provisions of the CBA through the bargaining
25 process. Alonzo is not entitled to have this Board rewrite the CBA to his liking.

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IV

CONCLUSION

For the foregoing reasons, Respondent SEIU Local 1107 respectfully requests that the Board:

1. Dismiss the Complaint in its entirety for lack of probable cause to believe that any failure to represent violation has occurred;
2. Dismiss the Complaint as untimely;
3. Deny all relief requested by Complainant; and
4. Grant such other relief as the Board deems just and proper.

DATED this 5th day of August 2025.

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Evan L. James
Evan L. James, Esq.
Nevada Bar No. 7760
7440 W. Sahara Avenue
Las Vegas, NV 89117
Attorneys for Local 1107

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CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2025, I caused a true and correct copy of the foregoing Motion to Dismiss to be filed via email with the EMRB and served upon the Complainant as follows:

Pasqual Alonzo
2932 Poplar Ave. Apt. 1
Las Vegas, NV 89101

Email Address: pasqual_alonzo@yahoo.com

CHRISTENSEN JAMES & MARTIN, CHTD.

By: /s/ Evan L. James
Evan L. James

EXHIBIT

A-1

Step 3 - Arbitration

1. If the Step 2 decision is deemed unacceptable, the Union, on behalf of an employee, may make a written request for arbitration within fifteen (15) working days of receipt of the Step 2 decision. The County shall hold the arbitration request in abeyance pending the presentation of the case to the SEIU Arbitration Council. The SEIU Arbitration Council must make a decision on the matter within sixty (60) calendar days of receipt of the Step 2 decision. If the Human Resource (HR) Director has not received a written confirmation that SEIU is moving the case to arbitration within the designated sixty (60) calendar days, the matter will be considered abandoned.
2. In such event, the parties shall utilize an arbitrator from the permanent panel of arbitrators, provided in Appendix E. The arbitrators shall be utilized by the parties in sequential order as they are listed in Appendix E. The County shall notify the Union whenever a non-member invokes arbitration, the date the non-member invokes arbitration, and the arbitrator selected. Within ninety (90) days following ratification, the parties shall adopt a revised permanent panel arbitration list. In doing so, each party has the right to unilaterally remove up to three (3) existing arbitrators and replace them with an equal number of arbitrators to be chosen at that party's discretion. Any cases referred to arbitration prior to the implementation of the revised panel shall have an arbitrator selected from the existing panel.
3. The arbitrator's decision shall be final and binding on all parties to this Agreement as long as the arbitrator does not exceed his/her authority as set forth below and as long as the arbitrator performs his/her functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, NRS.
4. Only one (1) grievance may be decided by the arbitrator at any hearing unless it is shown that the grievance being considered is related to another grievance pending a Step 3 hearing for the same employee and for a similar infraction. It shall be the arbitrator's sole determination to consolidate the grievances into one hearing. The arbitrator shall within a reasonable period of time prior to the hearing date inform both parties of his/her decision regarding consolidation.
5. The arbitrator shall not have the authority to modify, amend, alter, ignore, add to, or subtract from any of the provisions of this Agreement. The arbitrator is without power to issue an award inconsistent with the governing statutes and/or ordinances of the jurisdiction. The arbitrator, in the absence of expressed written agreement of the parties to this Agreement, shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance set forth in this Article. The arbitrator shall consider and decide only the particular issues presented by the Union and the County, and the decision and award shall be based solely on his/her interpretation of the application of the express terms of this Agreement. Any and all settlements or awards issued by the arbitrator shall be limited in retroactivity to the date of alleged violation or date of the filing of the grievance as decided by the

EXHIBIT

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1. Mahir Hussein	174	OFFER
2. [REDACTED]	160	PRESELECT 1
3. [REDACTED]	159	PRESELECT 2
4. [REDACTED]	159	PRESELECT 3
5. [REDACTED]	157	NO OFFER
6. [REDACTED]	156	NO OFFER
7. [REDACTED]	154	NO OFFER
8. [REDACTED]	131	NO OFFER
9. [REDACTED]	113	NO OFFER
10. [REDACTED]	93	NO OFFER
11. [REDACTED]	92	NO OFFER
12. [REDACTED]	73	NO OFFER
13. [REDACTED]	54	NO OFFER
14. [REDACTED]	49	NO OFFER
15. [REDACTED]	46	NO OFFER
16. [REDACTED]	36	NO OFFER
17. Paqual Alonzo	18	NO OFFER