



CASE NO: A-24-900338-C  
Department 18

1 **COMP**  
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8 **EIGHTH JUDICIAL DISTRICT COURT**  
9  
10 **CLARK COUNTY, NEVADA**

11 NEVADA FACULTY ALLIANCE aka  
12 NEVADA FACULTY ALLIANCE– CSN  
13 CHAPTER, a nonprofit organization;

Case No.:  
Dept. No:

13 Plaintiffs,

**COMPLAINT**

14 v.

15 COLLEGE OF SOUTHERN NEVADA, a  
16 Nevada College; NEVADA SYSTEM OF  
17 HIGHER EDUCATION; DOES I through X;  
18 and ROE CORPORATIONS I through X;

19 Defendants.

20  
21 Plaintiff, NEVADA FACULTY ALLIANCE – CSN CHAPTER (hereinafter “Union” or  
22 “NFA”) complains and alleges against Defendants as follows:

23 **PARTIES**

24 1. Plaintiff NEVADA FACULTY ALLIANCE aka NEVADA FACULTY  
25 ALLIANCE– CSN CHAPTER (“NFA”) is a 501(c)(6) nonprofit organization. The NEVADA  
26 FACULTY ALLIANCE- CSN CHAPTER is a subchapter of the Nevada Faculty Alliance.

27 2. NFA is a labor organization and under the NSHE Board of Regents Handbook and a  
28 collective bargaining agreement between it and Defendant, College of Southern Nevada, NFA is

1 recognized “as the sole and exclusive representative for purposes of collective bargaining activities  
2 as described in the Board of Regents Handbook for all academic faculty employed by CSN in the  
3 professional service of the NSHE for a period exceeding six months at .50 FTE or more, but  
4 excluding adjunct faculty members and administrative faculty.”

5 3. Defendant COLLEGE OF SOUTHERN NEVADA (“CSN” or “Defendant”) is a  
6 Nevada higher education institution that operates campuses and conducts business within Clark  
7 County, Nevada and online.

8 4. Defendant, NEVADA SYSTEM OF HIGHER EDUCATION, operates all Nevada’s  
9 public colleges and universities, including CSN, and is overseen statewide by the elected Board of  
10 Regents.

11 5. The true names of DOES I through X, their citizenship and capacities, whether  
12 individual, corporate, associate, partnership or otherwise, are unknown to Plaintiff who therefore  
13 sues these Defendants by such fictitious names. Plaintiff is informed and believes, and therefore  
14 alleges, that each of the Defendants, designated as DOES I through X, are or may be, legally  
15 responsible for the events referred to in this action, and caused damages to the Plaintiff, as herein  
16 alleged, and Plaintiff will ask leave of this Court to further amend this Complaint to insert the true  
17 names and capacities of such Defendants, when the same have been ascertained, and to join them in  
18 this action, together with the proper charges and allegations.

19 6. The true names of ROE CORPORATION I through X, their citizenship and  
20 capacities, whether individual, corporate, associate, partnership or otherwise, are unknown to  
21 Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff is informed and  
22 believes, and therefore alleges, that each of the Defendants, designated as ROE CORPORATION I  
23 through X, are or may be, legally responsible for the events referred to in this action, and caused  
24 damages to the Plaintiff, as herein alleged, and Plaintiff will ask leave of this Court to further amend  
25 this Complaint to insert the true names and capacities of such Defendants, when the same have been  
26 ascertained, and to join them in this action, together with the proper charges and allegations.

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**FACTUAL ALLEGATIONS**

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2           7.       Plaintiffs repeat and reallege the allegations of each of the prior paragraphs, inclusive,  
3 as if fully set forth herein.

4           8.       The Union and CSN are parties to a collective bargaining agreement for the term of  
5 July 1, 2022 through June 30, 2025.

6           9.       The Union and CSN most recently negotiated this collective bargaining agreement  
7 during 2022.

8           10.      On March 10, 2022, the CSN and the Union were engaged in a collective bargaining  
9 negotiation session.

10          11.      On that date, the Union proposed a change in a multiplier within the summer teaching  
11 pay article of the parties' collective bargaining agreement.

12          12.      The prior contract contained a multiplier of .075 to be used for the calculation of  
13 summer teaching pay within Article 8, Section 2.G of the parties' agreement.

14          13.      The Union proposed the multiplier be moved to .85.

15          14.      CSN countered the Union's .85 proposal with a .75 multiplier on March 10, 2022 and  
16 April 29, 2022.

17          15.      The parties worked from a word processing document with each party's proposed  
18 changes shown in a track changes format. Thus, it is clear that CSN proposed the multiplier of .75  
19 in response to the Union's proposal of .85.

20          16.      From April 29, 2022 through May 13, 2022, the parties exchanged multiple proposals  
21 and counterproposals.

22          17.      On May 13, 2022, the parties reached tentative agreement on Article 8 containing the  
23 .75 multiplier.

24          18.      During August 2022, the parties held a joint CSN and NFA editing session, in which  
25 the tentatively agreed upon CBA articles were to be cleaned up prior to contract ratification.

26          19.      In August 2022, the word document with the track changes formatting was cleaned  
27 to remove the previous multiplier of .075 and the Union's previous proposal of 0.85.

28          20.      The only number left in that section was .75 multiplier the parties TA'd in their May

1 13, 2022 bargaining session.

2 21. During the parties' August 2022 session, NFA asked if the "0" placeholder (before  
3 the decimal point) should be included prior to ratification, making it consistent with multipliers in  
4 other areas of the contract, and the parties agreed to change the number from ".75" to "0.75".

5 22. At the August 2022 session. CSN was represented by Human Resources Director Dr.  
6 Bill Dial and its Vice President-Academic Affairs James McCoy.

7 23. During October 2022, the CBA, containing the "0.75" multiplier in Article 8, Section  
8 G was ratified by the CSN faculty.

9 24. On November 30, 2022, the Board of Regents voted on and approved the CBA  
10 containing the "0.75" IU multiplier in Article 8, Section 2.G.

11 25. On December 14, 2022, NFA, through its President, and CSN, through its President,  
12 signed the collective bargaining agreement ratified by faculty and approved by the Board of Regents,  
13 which contained the "0.75" IU multiplier in Article 8, Section 2.G.

14 26. From December 14, 2022 through and until May 10, 2023, not a single mention of an  
15 alleged error in Article 8, Section 2.G was made by CSN to the Union.

16 27. On May 10, 2023, Dr. Dial, CSN's Human Resources Direction, sent a letter to the  
17 NFA email account stating a "clear error in the drafting of the CSN-NFA Collective Bargaining  
18 Agreement 2023-2025 (CBA), Article 8: Summer Teaching for Board submission. Specifically, in  
19 Section 2.G, there is a missing zero ("0") in the IU factor."

20 28. Dr. Dial's letter went on to state: "[a]s such, allow this communication serve as notice  
21 that summer teaching contracts and the Summer School Teaching Capsule will reflect the correct  
22 multiplier of '0.075', as agreed upon in collective bargaining negotiations."

23 29. Dr. Dial's statement was false because the parties agreed upon a multiplier of 0.75  
24 and not 0.075. Furthermore, the multiplier of 0.75 was agreed upon by the parties in their final clean  
25 up session, ratified by faculty, approved by the Board of Regents, and signed by CSN and NFA.  
26 What was agreed to in negotiations was the 0.75 IU multiplier.

27 30. Dr. Dial's letter was a clear and unequivocal notice to the Union that CSN intended  
28 to anticipatorily repudiate the terms of its agreement with the Union. In particular, CSN intended to

1 breach the payment of the 0.75 multiplier and to underpay faculty members for summer teaching at  
2 CSN's preferred rate of 0.075.

3 31. Dr. Dial was told by NFA in a conversation on June 1, 2023 that his letter represented  
4 CSN's clear intention to breach the collective bargaining grievance.

5 32. As a result of CSN's decision to anticipatorily repudiate and states its unequivocal  
6 intention to breach Article 8, Section 2.G of the collective bargaining agreement, NFA filed a  
7 grievance for all affected bargaining unit members.

8 33. NFA filed its grievance on May 17, 2023.

9 34. Pursuant to Article 18 of the CBA, the NFA appealed the grievance through to the  
10 Office of the CSN President.

11 35. In June 2023 to assist it with processing the grievance and obtaining remedy for the  
12 affected bargaining unit members, the NFA requested information on faculty affected by Article 8,  
13 Section 2.G from CSN, but Dr. Dial refused to provide the requested information to NFA.

14 36. Employers have a duty to provide information relevant to representation of a  
15 bargaining unit to the exclusive representative of that bargaining unit.

16 37. Dr. Dial also refused to forward the grievance for appeal to CSN President, Dr.  
17 Frederico Zaragoza, which is required under Article 18 of the CBA.

18 38. NFA's grievance and appeal of grievance denial were later recognized by CSN and  
19 processed by CSN to the Office of President.

20 39. Dr. Zaragoza, President of CSN, denied NFA's grievance.

21 40. Pursuant to Article 19 of the parties' CBA, NFA requested mediation in August 2023  
22 following CSN's President's denial of its grievance appeal.

23 41. Article 19 of the parties' CBA states "[i]f a grievant is not satisfied with the  
24 President's decision, the CSN-NFA may request the matter proceed to mediation by filing a  
25 Mediation Request with the Office of Human Resources on forms to be provided by the CSN Human  
26 Resources Office within twenty (20) working days following issuance of the decision document  
27 from the President or designee.

28 42. CSN did not in good faith engage in discussions concerning completing mediation

1 until March 2024.

2 43. Finally, on April 19, 2024, the parties met before an FMCS mediator but they were  
3 unable to reach a resolution on their grievance.

4 44. The parties have a grievance article (Article 18) and an alternative dispute resolution  
5 article (Article 19) within their CBA.

6 45. Those two articles work in tandem and the operation of Article 19 is dependent upon  
7 conclusion of proceedings described in Article 18.

8 46. The parties' CBA states in Article 18, Section 4(3), "The decision of the President  
9 shall be final and binding on the parties."

10 47. In that same section, the CBA also states, "This decision does not preclude  
11 mediation."

12 48. Thus, a grievant can seek mediation following the President's "final" decision.

13 49. The CBA is clear in Article 19 that completion of mediation is a necessary  
14 prerequisite to litigation.

15 50. To that end, Article 19 states, "[a]t no time prior to the conclusion of mediation shall  
16 a grievant initiate litigation related to this Agreement."

17 51. Since mediation has now completed without resolution, NFA now seeks redress of  
18 CSN's contractual breach through litigation as is permitted under Article 19 of the parties' CBA.

19 **FIRST CAUSE OF ACTION**  
20 **(BREACH OF CONTRACT)**

21 52. Plaintiff repeats and realleges the allegations of each of the prior paragraphs,  
22 inclusive, as if fully set forth herein.

23 53. The Parties have a valid, existing, and binding contract as set forth in the 2022–  
24 2025 CBA.

25 54. NFA is a party to the CBA, and as such, NFA is entitled to enforcement of the  
26 terms of the contract and the benefit of its bargain through litigation.

27 55. NFA exhausted its administrative remedies under the contract by proceeding  
28 through the Article 18 grievance process until reaching a final decision from CSN President Dr.

1 Zaragoza and through mediation under Article 19 of the CBA when it was dissatisfied with the  
2 President's decision.

3 56. Mediation is not a required step in the parties' agreed upon written CBA dispute  
4 resolution process within Article 18 of the CBA, but it is an additional option permitted to a  
5 grievant in the CBA when they are not satisfied with the President's "final" decision on their  
6 grievance.

7 57. Exhausting administrative remedies permits a party to litigation to proceed to court  
8 for enforcement of their contract and Article 19 makes completion of a mediation a prerequisite to  
9 filing litigation to enforce the parties' CBA.

10 58. CSN clearly stated its intent to anticipatorily breach the parties' agreement on May  
11 10, 2023, when Dr. Dial sent his letter to NFA informing it that CSN would only pay summer  
12 teaching credit under Article 8, Section 2.G at the 0.075 multiplier amount and not the  
13 contractually agreed upon 0.75 multiplier amount.

14 59. Dr. Dial's communication is the breach of the parties' agreement.

15 60. In the ordinary contract, the Nevada Supreme Court has recognized that a party  
16 "may treat [a] contract as ended and sue immediately" when the other party engages in an  
17 "anticipatory breach." *Schwartz v. Wasserburger*, 30 P. 3d 1114, 1116 n. 5 (Nev. 2001).

18 61. The parties here had a grievance article and alternative dispute resolution article  
19 with which NFA first had to contend and exhaust before proceeding to this litigation and NFA has  
20 now exhausted those steps and timely seeks redress through this case.

21 62. For summer teaching in 2023 and 2024, CSN carried through with its decision to  
22 not pay the correct multiplier and paid faculty members the lower 0.075 multiplier instead of the  
23 contractually agreed upon 0.75 multiplier.

24 63. Members of NFA were harmed by CSN's anticipatory breach and its actual breach  
25 of the CBA for payment of summer teaching pay under Article 8, Section 2.G.

26 64. NFA performed all the terms and conditions agreed upon between the parties in the  
27  
28

1 contract.

2 65. CSN has not legitimate legal excuse for its non-performance of the contract  
3 between it and NFA.

4 66. As a direct and proximate cause and result of CSN's actions alleged herein, NFA's  
5 members have been damaged in an amount in excess of \$15,000.00, plus interest. This amount and  
6 the specific members harmed to be determined at trial or through dispositive motion.

7 67. By virtue of CSN's acts and omissions stated herein and the damages suffered by  
8 NFA and its members, NFA and its members are entitled to pre-judgment interest at the highest rate  
9 allowed by law.

10 68. Additionally, as a further direct and proximate result of CSN's actions and bad faith  
11 in refusing to perform the clear and unequivocal terms of its contract, NFA, on behalf of bargaining  
12 unit members, has been required to retain the services of an attorney to prosecute this action and  
13 have been damaged thereby; as such, NFA is entitled to an award of their reasonable attorney's fees  
14 and costs under Nevada law.

15 **SECOND CAUSE OF ACTION**

16 (BREACH OF THE CONVENANT OF GOOD FAITH AND FAIR  
17 DEALING – CONTRACTUAL BREACH)

18 69. Plaintiff repeats and realleges the allegations of each of the prior paragraphs of this  
19 Complaint, inclusive, as if fully set forth herein.

20 70. Under applicable Nevada law, there is an implied covenant of good faith and fair  
21 dealing implied and inherent within every contract.

22 71. The 2023 – 2025 CBA between CSN and NFA had such an implied covenant of  
23 good faith and fair dealing.

24 72. The implied covenant of good faith and fair dealing required CSN to avoid taking  
25 any action that would injure or be detrimental to NFA's rights under the agreement and prohibited  
26 CSN from taking any action that would place its own interests over NFA's interests or to otherwise  
27 act to deprive NFA and its members of their benefits arising under the agreement.



1           73.     A Defendant, like CSN here, breaches the covenant when it perform actions against  
2 and in derogation of the spirit of the parties' agreement even though the Defendant argues it  
3 complied with the terms of the agreement in question.

4           74.     CSN breached the implied covenant of good faith and fair dealing when it refused,  
5 through Dr. Dial, to (1) pay the correct 0.75 multiplier for summer teaching under Article 8,  
6 Section 2.G in the summer of 2023, (2) cancelled classes se to be taught by faculty members in  
7 summer 2023 without proper notice to the faculty members, (3) refused to respond to NFA's  
8 request for information concerning affected bargaining unit members; (4) refused to process  
9 NFA's grievance and appeal to the Office of President; and (5) refused to pay the correct 0.75  
10 multiplier for summer teaching under Article 8, Section 2.G in the summer of 2024.

11           75.     CSN owed a duty to NFA to uphold the covenant of good faith and fair dealing and  
12 it breached that covenant when it purposefully frustrated the purposes of and the spirit of the Parties'  
13 terms of agreement memorialized in their 2022-2025 CBA.

14           76.     CSN's actions have denied the NFA and its membership the benefits of their bargain.

15           77.     As a direct and proximate cause and result of CSN's actions, NFA and its  
16 bargaining unit members have been damaged in an amount in excess of \$15,000.00, plus interest in  
17 an amount to be determined at trial or through dispositive motion.

18           78.     By virtue of CSN's actions and the damages suffered by NFA and its members,  
19 affected NFA members are entitled to pre-judgment interest at the highest rate allowed by law.

20           79.     Additionally, as a further direct and proximate result of CSN's actions, and their  
21 purposeful and bad faith violation of the covenant of good faith and fair dealing, NFA has been  
22 required to retain the services of an attorney to prosecute this action and has been damaged thereby;  
23 as such, NFA is entitled to an award of reasonable attorney's fees and costs under applicable Nevada  
24 law.  
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**THIRD CAUSE OF ACTION**  
**(DECLARATORY RELIEF)**

80. Plaintiff repeats and realleges the allegations of each of the prior paragraphs, inclusive, as if fully set forth herein.

81. A justifiable controversy exists between the Parties.

82. This controversy exists regarding the Parties respective rights under 2022 – 2025 Collective Bargaining Agreement.

83. NFA, on behalf of its members, asserts claims of legally protected rights under the 2022 – 2025 Collective Bargaining Agreement.

84. NFA also asserts that it exhausted its administrative remedies and that following completion of mediation under Article 19 of the parties' agreement, NFA is permitted to proceed to this court action to enforce its contractual rights.

85. The issue is live and is ripe for judicial determination.

86. NFA asks the Court to determine the Parties' relative rights under the 2022 – 2025 Collective Bargaining Agreement and determine that NFA has exhausted its administrative remedies and it properly before this Court seeking redress.

87. As a direct and proximate cause and result of CSN's actions, NFA and its membership have been damaged in an amount in excess of \$15,000.00, plus interest, in an amount to be determined at trial or through dispositive motion.

88. By virtue of CSN's actions and the damages suffered by NFA and its members, NFA members are entitled to pre-judgment interest at the highest rate allowed by law.

89. Additionally, as a further direct and proximate result of CSN's actions, NFA has been required to retain the services of an attorney to prosecute this action and has been damaged thereby; as such, NFA is entitled to an award of its reasonable attorney's fees and costs under applicable Nevada law.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, NFA prays that the Court provide it and its affected members with the  
3 following relief from CSN and NSHE:

4 1. The Court award NFA its reasonable attorneys' fees and costs of suit herein  
5 incurred as special damages and by way of any further support under Nevada law;

6 2. The Court award all actual, direct, incidental, statutory, consequential, punitive and  
7 exemplary damages to bargaining unit members for their underpaid summer teaching in summer  
8 2023 and 2024 and for any classes cancelled without requisite notice to those bargaining unit  
9 members to be determined at trial and which are in a total amount greater than \$15,000.00;

10 3. Award pre- and post-judgment interest on the total of underpayment owed to each  
11 affected NFA member;

12 4. That this Court issue an order declaring that NFA complied with all contractual  
13 terms and exhausted its administrative remedies under Articles 18 and 19 of the parties' CBA  
14 before proceeding to litigation; and

15 5. For such other and further relief as the Court deems appropriate.  
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17  
18 Dated: August 22, 2024

/s/ Nathan R. Ring

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