

SENATE BILL NO. 58—COMMITTEE ON GOVERNMENT AFFAIRS

(ON BEHALF OF THE STATE CONTROLLER)

PREFILED NOVEMBER 19, 2018

Referred to Committee on Government Affairs

SUMMARY—Revises provisions relating to relations between local governments and certain public employees. (BDR 23-465)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to relations between local governments and public employees; authorizing the Local Government Employee-Management Relations Board to appoint a Deputy Commissioner; providing for the expiration of collective bargaining agreements between local governments and employee organizations other than employee organizations that represent police officers; authorizing a local government to choose not to negotiate with an employee organization other than an organization that represents police officers; making an appropriation; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

The Local Government Employee-Management Relations Board administers the provisions governing labor relations between local government employers and employee organizations. (NRS 288.080, 288.110) The Board is authorized by existing law to appoint a Commissioner, who serves in the unclassified service of the State. (NRS 288.090) **Section 7** of this bill additionally authorizes the Board to appoint a Deputy Commissioner, and **section 25** of this bill makes an appropriation for that purpose.

Under existing law, a local government employer is required to bargain collectively with an employee organization concerning certain matters. In certain circumstances, if negotiations do not lead to an agreement, the parties may be subject to binding fact-finding or arbitration. (Chapter 288 of NRS) **Sections 2-4 and 9-23** of this bill give a local government employer the option of choosing not to negotiate with certain employee organizations and instead to prescribe certain



terms and conditions of employment that are otherwise subject to mandatory bargaining.

Sections 3 and 24 of this bill provide that any collective bargaining agreement entered into pursuant to chapter 288 of NRS, other than an agreement entered into with an employee organization that represents police officers, expires at the end of the term stated in the agreement, notwithstanding any provision of the agreement that the agreement remains in effect until a successor agreement becomes effective.

Existing law requires a local government employer to begin negotiations with an employee organization when notified by the employee organization of the organization's desire to negotiate. (NRS 288.180) **Section 11** of this bill requires a local government employer to provide the employee organization, other than an employee organization that represents police officers, with written notice of whether the local government employer intends to negotiate with the employee organization. If the local government employer notifies the employee organization that it does not intend to negotiate, the local government employer may prescribe terms and conditions of employment that are otherwise subject to mandatory collective bargaining. If such an employer and the employee organization are operating under an existing collective bargaining agreement, **section 4** of this bill provides that the terms and conditions become effective upon the expiration of the agreement. The local government employer and the employee organization or another recognized employee organization may subsequently agree to negotiate a collective bargaining agreement in accordance with chapter 288 of NRS.

Under **section 11**, if the local government employer fails to give timely notice that it does not intend to negotiate or provides notice that it intends to negotiate with the employee organization, or if the employee organization represents police officers, the parties must promptly begin negotiating and the existing provisions of chapter 288 of NRS govern the relationship of the parties.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 288 of NRS is hereby amended by adding thereto the provisions set forth as sections 2, 3 and 4 of this act.

Sec. 2. *"Police officer" means a person who is a salaried employee of a police department or other law enforcement agency organized by a political subdivision of the State and whose principal duties are to enforce the law.*

Sec. 3. *A collective bargaining agreement negotiated pursuant to this chapter, other than a collective bargaining agreement negotiated with an employee organization that represents police officers, expires at the end of the term stated in the agreement, notwithstanding any provision of the agreement that the agreement remains effective, in whole or in part, after the end of that term until a successor agreement becomes effective.*

Sec. 4. 1. *If a collective bargaining agreement is in effect between a local government employer and an employee organization, other than an employee organization that represents police officers, and the local government employer gives notice*



pursuant to NRS 288.180 that it does not intend to negotiate with the employee organization:

(a) The collective bargaining agreement remains in effect until it expires in accordance with section 3 of this act; and

(b) Any terms and conditions of employment prescribed by the local government employer for the employees governed by the collective bargaining agreement become effective upon the expiration of the agreement.

2. A local government employer that gives notice pursuant to NRS 288.180 that it does not intend to negotiate with an employee organization may at any time thereafter:

(a) Commence negotiations pursuant to this chapter in response to a notice given pursuant to NRS 288.180 by that employee organization or another recognized employee organization; or

(b) Give written notice to that employee organization or another recognized employee organization of the desire of the local government employer to negotiate concerning any matter which is subject to negotiation pursuant to this chapter.

Sec. 5. NRS 288.020 is hereby amended to read as follows:

288.020 As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 288.025 to 288.075, inclusive, *and section 2 of this act* have the meanings ascribed to them in those sections.

Sec. 6. NRS 288.034 is hereby amended to read as follows:

288.034 "Commissioner" means the Commissioner *or a Deputy Commissioner* appointed by the Board.

Sec. 7. NRS 288.090 is hereby amended to read as follows:

288.090 1. The members of the Board shall annually elect one of their number as Chair and one as Vice Chair. Except as otherwise provided in this section, any three members of the Board constitute a quorum, and a majority of a quorum present at any meeting may exercise all the power and authority conferred on the Board.

2. Except by a majority vote of the entire membership of the Board, the Board may not:

(a) Elect a Chair or Vice Chair;

(b) Appoint the Commissioner, *a Deputy Commissioner* or *the* Secretary of the Board, or terminate the employment of the Commissioner, *a Deputy Commissioner* or *the* Secretary;

(c) Adjust the fee charged to local government employers pursuant to NRS 288.105 or impose a civil penalty for failure to pay the fee;

(d) Make or adopt any rule or regulation; or



(e) Grant permission to a local government employer to withdraw recognition from an employee organization or order an election pursuant to NRS 288.160.

3. Whenever less than five members of the Board are present at any meeting, not more than two of the members present may be members of the same political party.

4. The Board may, within the limits of legislative appropriations and any other available money:

(a) Appoint a Commissioner, *a Deputy Commissioner* and a Secretary, who are in the unclassified service of the State; and

(b) Employ such additional clerical personnel as may be necessary, who are in the classified service of the State.

Sec. 8. NRS 288.140 is hereby amended to read as follows:

288.140 1. It is the right of every local government employee, subject to the limitations provided in subsections 3 and 4, to join any employee organization of the employee's choice or to refrain from joining any employee organization. A local government employer shall not discriminate in any way among its employees on account of membership or nonmembership in an employee organization.

2. The recognition of an employee organization for negotiation, pursuant to this chapter, does not preclude any local government employee who is not a member of that employee organization from acting for himself or herself with respect to any condition of his or her employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any.

3. A police officer ~~[, sheriff, deputy sheriff or other law enforcement officer]~~ may be a member of an employee organization only if such employee organization is composed exclusively of law enforcement officers.

4. The following persons may not be a member of an employee organization:

(a) A supervisory employee described in paragraph (b) of subsection 1 of NRS 288.075, including but not limited to appointed officials and department heads who are primarily responsible for formulating and administering management, policy and programs.

(b) A doctor or physician who is employed by a local government employer.

(c) Except as otherwise provided in this paragraph, an attorney who is employed by a local government employer and who is assigned to a civil law division, department or agency. The provisions of this paragraph do not apply with respect to an attorney for the duration of a collective bargaining agreement to which the attorney is a party as of July 1, 2011.



5. As used in this section, “doctor or physician” means a doctor, physician, homeopathic physician, osteopathic physician, chiropractic physician, practitioner of Oriental medicine, podiatric physician or practitioner of optometry, as those terms are defined or used, respectively, in NRS 630.014, 630A.050, 633.091, chapter 634 of NRS, chapter 634A of NRS, chapter 635 of NRS or chapter 636 of NRS.

Sec. 9. NRS 288.150 is hereby amended to read as follows:

288.150 1. Except as otherwise provided in subsection 4 and NRS **288.180 and** 354.6241, every local government employer shall negotiate in good faith through one or more representatives of its own choosing concerning the mandatory subjects of bargaining set forth in subsection 2 with the designated representatives of the recognized employee organization, if any, for each appropriate bargaining unit among its employees. If either party so requests, agreements reached must be reduced to writing.

2. The scope of mandatory bargaining is limited to:

(a) Salary or wage rates or other forms of direct monetary compensation.

(b) Sick leave.

(c) Vacation leave.

(d) Holidays.

(e) Other paid or nonpaid leaves of absence consistent with the provisions of this chapter.

(f) Insurance benefits.

(g) Total hours of work required of an employee on each workday or workweek.

(h) Total number of days’ work required of an employee in a work year.

(i) Except as otherwise provided in subsections 6 and 10, discharge and disciplinary procedures.

(j) Recognition clause.

(k) The method used to classify employees in the bargaining unit.

(l) Deduction of dues for the recognized employee organization.

(m) Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.

(n) No-strike provisions consistent with the provisions of this chapter.

(o) Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.

(p) General savings clauses.

(q) Duration of collective bargaining agreements.



(r) Safety of the employee.

(s) Teacher preparation time.

(t) Materials and supplies for classrooms.

(u) Except as otherwise provided in subsections 7, 9 and 10, the policies for the transfer and reassignment of teachers.

(v) Procedures for reduction in workforce consistent with the provisions of this chapter.

(w) Procedures consistent with the provisions of subsection 4 for the reopening of collective bargaining agreements for additional, further, new or supplementary negotiations during periods of fiscal emergency.

3. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the local government employer without negotiation include:

(a) Except as otherwise provided in paragraph (u) of subsection 2, the right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

(b) The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to paragraph (v) of subsection 2.

(c) The right to determine:

(1) Appropriate staffing levels and work performance standards, except for safety considerations;

(2) The content of the workday, including without limitation workload factors, except for safety considerations;

(3) The quality and quantity of services to be offered to the public; and

(4) The means and methods of offering those services.

(d) Safety of the public.

4. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to:

(a) Reopen a collective bargaining agreement for additional, further, new or supplementary negotiations relating to compensation or monetary benefits during a period of fiscal emergency. Negotiations must begin not later than 21 days after the local government employer notifies the employee organization that a fiscal emergency exists. For the purposes of this section, a fiscal emergency shall be deemed to exist:

(1) If the amount of revenue received by the general fund of the local government employer during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5 percent or more from the amount of revenue received by the general fund from all sources, except any nonrecurring source, during the



1 next preceding fiscal year, as reflected in the reports of the annual
2 audits conducted for those fiscal years for the local government
3 employer pursuant to NRS 354.624; or

4 (2) If the local government employer has budgeted an
5 unreserved ending fund balance in its general fund for the current
6 fiscal year in an amount equal to 4 percent or less of the actual
7 expenditures from the general fund for the last preceding fiscal year,
8 and the local government employer has provided a written
9 explanation of the budgeted ending fund balance to the Department
10 of Taxation that includes the reason for the ending fund balance and
11 the manner in which the local government employer plans to
12 increase the ending fund balance.

13 (b) Take whatever actions may be necessary to carry out its
14 responsibilities in situations of emergency such as a riot, military
15 action, natural disaster or civil disorder. Those actions may include
16 the suspension of any collective bargaining agreement for the
17 duration of the emergency.

18 ➤ Any action taken under the provisions of this subsection must not
19 be construed as a failure to negotiate in good faith.

20 5. The provisions of this chapter, including without limitation
21 the provisions of this section, recognize and declare the ultimate
22 right and responsibility of the local government employer to manage
23 its operation in the most efficient manner consistent with the best
24 interests of all its citizens, its taxpayers and its employees.

25 6. If the sponsor of a charter school reconstitutes the governing
26 body of a charter school pursuant to NRS 388A.330, the new
27 governing body may terminate the employment of any teachers or
28 other employees of the charter school, and any provision of any
29 agreement negotiated pursuant to this chapter that provides
30 otherwise is unenforceable and void.

31 7. The board of trustees of a school district in which a school is
32 designated as a turnaround school pursuant to NRS 388G.400 or the
33 principal of such a school, as applicable, may take any action
34 authorized pursuant to NRS 388G.400, including, without
35 limitation:

36 (a) Reassigning any member of the staff of such a school; or

37 (b) If the staff member of another public school consents,
38 reassigning that member of the staff of the other public school to
39 such a school.

40 8. Any provision of an agreement negotiated pursuant to this
41 chapter which differs from or conflicts in any way with the
42 provisions of subsection 7 or imposes consequences on the board of
43 trustees of a school district or the principal of a school for taking
44 any action authorized pursuant to subsection 7 is unenforceable and
45 void.



9. The board of trustees of a school district may reassign any member of the staff of a school that is converted to an achievement charter school pursuant to NRS 388B.200 to 388B.230, inclusive, and any provision of any agreement negotiated pursuant to this chapter which provides otherwise is unenforceable and void.

10. The board of trustees of a school district or the governing body of a charter school or university school for profoundly gifted pupils may use a substantiated report of the abuse or neglect of a child or a violation of NRS 201.540, 201.560, 392.4633 or 394.366 obtained from the Statewide Central Registry for the Collection of Information Concerning the Abuse or Neglect of a Child established by NRS 432.100 or an equivalent registry maintained by a governmental agency in another jurisdiction for the purposes authorized by NRS 388A.515, 388C.200, 391.033, 391.104 or 391.281, as applicable. Such purposes may include, without limitation, making a determination concerning the assignment, discipline or termination of an employee. Any provision of any agreement negotiated pursuant to this chapter which conflicts with the provisions of this subsection is unenforceable and void.

11. This section does not preclude, but this chapter does not require, the local government employer to negotiate subject matters enumerated in subsection 3 which are outside the scope of mandatory bargaining. The local government employer shall discuss subject matters outside the scope of mandatory bargaining but it is not required to negotiate those matters.

12. Contract provisions presently existing in signed and ratified agreements as of May 15, 1975, at 12 p.m. remain negotiable.

13. As used in this section:

(a) "Abuse or neglect of a child" has the meaning ascribed to it in NRS 392.281.

(b) "Achievement charter school" has the meaning ascribed to it in NRS 385.007.

Sec. 10. NRS 288.170 is hereby amended to read as follows:

288.170 1. Each local government employer which has recognized one or more employee organizations shall determine, after consultation with the recognized organization or organizations, which group or groups of its employees constitute an appropriate unit or units for negotiating. The primary criterion for that determination must be the community of interest among the employees concerned.

2. A school district administrator above the rank of principal, including without limitation, a superintendent, associate superintendent, assistant superintendent or any school district administrator designated as a chief or assistant chief or any central



1 office administrator irrespective of position title who supervises
2 school principals, must be excluded from any bargaining unit.

3 3. A head of a department of a local government, an
4 administrative employee or a supervisory employee must not be a
5 member of the same bargaining unit as the employees under the
6 direction of that department head, administrative employee or
7 supervisory employee. Any dispute between the parties as to
8 whether an employee is a supervisor must be submitted to the
9 Board. An employee organization which is negotiating on behalf of
10 two or more bargaining units consisting of firefighters , ~~for police~~
11 ~~officers,~~ as defined in NRS 288.215, ~~or police officers~~ may select
12 members of the units to negotiate jointly on behalf of each other,
13 even if one of the units consists of supervisory employees and the
14 other unit does not.

15 4. Confidential employees of the local government employer
16 must be excluded from any bargaining unit but are entitled to
17 participate in any plan to provide benefits for a group that is
18 administered by the bargaining unit of which they would otherwise
19 be a member.

20 5. If any employee organization is aggrieved by the
21 determination of a bargaining unit, it may appeal to the Board.
22 Subject to judicial review, the decision of the Board is binding upon
23 the local government employer and employee organizations
24 involved. The Board shall apply the same criterion as specified in
25 subsection 1.

26 6. As used in this section:

27 (a) "Confidential employee" means an employee who is
28 involved in the decisions of management affecting collective
29 bargaining.

30 (b) "Supervisory employee" means a supervisory employee
31 described in paragraph (a) of subsection 1 of NRS 288.075.

32 **Sec. 11.** NRS 288.180 is hereby amended to read as follows:

33 288.180 1. Whenever an employee organization desires to
34 negotiate concerning any matter which is subject to negotiation
35 pursuant to this chapter, it shall give written notice of that desire to
36 the local government employer. Except as otherwise provided in this
37 subsection, if the subject of negotiation requires the budgeting of
38 money by the local government employer, the employee
39 organization shall give notice on or before February 1. If an
40 employee organization representing teachers or educational support
41 personnel desires to negotiate concerning any matter which is
42 subject to negotiation pursuant to this chapter, it shall give the
43 notice required by this subsection on or before January 1.

44 2. Following the notification provided for in subsection 1, the
45 employee organization or the local government employer may



request reasonable information concerning any subject matter included in the scope of mandatory bargaining which it deems necessary for and relevant to the negotiations. The information requested must be furnished without unnecessary delay. The information must be accurate, and must be presented in a form responsive to the request and in the format in which the records containing it are ordinarily kept. If the employee organization requests financial information concerning a metropolitan police department, the local government employers which form that department shall furnish the information to the employee organization.

3. ~~[The]~~ *Not later than 15 days after the date of the notice provided for in subsection 1, unless the employee organization that gives the notice represents police officers, the local government employer shall give written notice to the employee organization of whether the local government employer intends to negotiate with the employee organization pursuant to this chapter.*

4. *Notwithstanding any other provision of law requiring or referring to negotiations or an agreement negotiated pursuant to this chapter, if the local government employer gives notice that it does not intend to negotiate with the employee organization, the local government employer is not required to negotiate any matter with the employee organization and may prescribe terms and conditions of employment for the employees represented by the employee organization, subject to the provisions of section 4 of this act.*

5. *If the local government employer gives notice that it intends to negotiate with the employee organization or fails to give the notice described in subsection 4 within the time required by subsection 3, or if the employee organization that gives the notice provided for in subsection 1 represents police officers, the parties shall promptly commence negotiations. As the first step, the parties shall discuss the procedures to be followed if they are unable to agree on one or more issues.*

~~[4.]~~ 6. This section does not preclude, but this chapter does not require, informal discussion between an employee organization and a local government employer of any matter which is not subject to negotiation or contract under this chapter. Any such informal discussion is exempt from all requirements of notice or time schedule.

Sec. 12. NRS 288.190 is hereby amended to read as follows:

288.190 ~~[Except]~~ *If a local government employer and an employee organization are negotiating pursuant to this chapter, except* in cases to which NRS 288.205 and 288.215 apply:



1 1. Anytime before March 1, the dispute may be submitted to a
2 mediator, if both parties agree. Anytime after March 1, either party
3 involved in negotiations may request a mediator. If the parties do
4 not agree upon a mediator, the Commissioner shall submit to the
5 parties a list of seven potential mediators. The parties shall select
6 their mediator from the list by alternately striking one name until the
7 name of only one mediator remains, who will be the mediator to
8 hear the dispute. The employee organization shall strike the first
9 name.

10 2. If mediation is agreed to or requested pursuant to subsection
11 1, the mediator must be selected at the time the parties agree upon a
12 mediator or, if the parties do not agree upon a mediator, within 5
13 days after the parties receive the list of potential mediators from the
14 Commissioner.

15 3. The mediator shall bring the parties together as soon as
16 possible and, unless otherwise agreed upon by the parties, attempt to
17 settle the dispute within 30 days after being notified of the
18 mediator's selection as mediator. The mediator may establish the
19 times and dates for meetings and compel the parties to attend but
20 has no power to compel the parties to agree.

21 4. The local government employer and employee organization
22 each shall pay one-half of the cost of mediation. Each party shall
23 pay its own costs of preparation and presentation of its case in
24 mediation.

25 5. If the dispute is submitted to a mediator and then submitted
26 to a fact finder, the mediator shall, within 15 days after the last
27 meeting between the parties, give to the Commissioner of the Board
28 a report of the efforts made to settle the dispute.

29 **Sec. 13.** NRS 288.195 is hereby amended to read as follows:

30 288.195 Whenever an employee organization enters into
31 negotiations with a local government employer, pursuant to NRS
32 288.140 to 288.220, inclusive, *and sections 3 and 4 of this act*, such
33 employee organization may be represented by an attorney licensed
34 to practice law in the State of Nevada.

35 **Sec. 14.** NRS 288.200 is hereby amended to read as follows:

36 288.200 ~~[Except]~~ *If a local government employer and an*
37 *employee organization are negotiating pursuant to this chapter,*
38 *except* in cases to which NRS 288.205 and 288.215, or ~~[NRS]~~
39 288.217 apply:

40 1. If:

41 (a) The parties have failed to reach an agreement after at least
42 six meetings of negotiations; and

43 (b) The parties have participated in mediation and by April 1,
44 have not reached agreement,



➡ either party to the dispute, at any time after April 1, may submit the dispute to an impartial fact finder for the findings and recommendations of the fact finder. The findings and recommendations of the fact finder are not binding on the parties except as provided in subsections 5, 6 and 11. The mediator of a dispute may also be chosen by the parties to serve as the fact finder.

2. If the parties are unable to agree on an impartial fact finder or a panel of neutral arbitrators within 5 days, either party may request from the American Arbitration Association or the Federal Mediation and Conciliation Service a list of seven potential fact finders. If the parties are unable to agree upon which arbitration service should be used, the Federal Mediation and Conciliation Service must be used. Within 5 days after receiving a list from the applicable arbitration service, the parties shall select their fact finder from this list by alternately striking one name until the name of only one fact finder remains, who will be the fact finder to hear the dispute in question. The employee organization shall strike the first name.

3. The local government employer and employee organization each shall pay one-half of the cost of fact-finding. Each party shall pay its own costs of preparation and presentation of its case in fact-finding.

4. A schedule of dates and times for the hearing must be established within 10 days after the selection of the fact finder pursuant to subsection 2, and the fact finder shall report the findings and recommendations of the fact finder to the parties to the dispute within 30 days after the conclusion of the fact-finding hearing.

5. The parties to the dispute may agree, before the submission of the dispute to fact-finding, to make the findings and recommendations on all or any specified issues final and binding on the parties.

6. If the parties do not agree on whether to make the findings and recommendations of the fact finder final and binding, either party may request the formation of a panel to determine whether the findings and recommendations of a fact finder on all or any specified issues in a particular dispute which are within the scope of subsection 11 are to be final and binding. The determination must be made upon the concurrence of at least two members of the panel and not later than the date which is 30 days after the date on which the matter is submitted to the panel, unless that date is extended by the Commissioner of the Board. Each panel shall, when making its determination, consider whether the parties have bargained in good faith and whether it believes the parties can resolve any remaining issues. Any panel may also consider the actions taken by the parties in response to any previous fact-finding between these parties, the



best interests of the State and all its citizens, the potential fiscal effect both within and outside the political subdivision, and any danger to the safety of the people of the State or a political subdivision.

7. Except as otherwise provided in subsection 10, any fact finder, whether the fact finder's recommendations are to be binding or not, shall base such recommendations or award on the following criteria:

(a) A preliminary determination must be made as to the financial ability of the local government employer based on all existing available revenues as established by the local government employer and within the limitations set forth in NRS 354.6241, with due regard for the obligation of the local government employer to provide facilities and services guaranteeing the health, welfare and safety of the people residing within the political subdivision.

(b) Once the fact finder has determined in accordance with paragraph (a) that there is a current financial ability to grant monetary benefits, and subject to the provisions of paragraph (c), the fact finder shall consider, to the extent appropriate, compensation of other government employees, both in and out of the State and use normal criteria for interest disputes regarding the terms and provisions to be included in an agreement in assessing the reasonableness of the position of each party as to each issue in dispute and the fact finder shall consider whether the Board found that either party had bargained in bad faith.

(c) A consideration of funding for the current year being negotiated. If the parties mutually agree to arbitrate a multiyear contract, the fact finder must consider the ability to pay over the life of the contract being negotiated or arbitrated.

➤ The fact finder's report must contain the facts upon which the fact finder based the fact finder's determination of financial ability to grant monetary benefits and the fact finder's recommendations or award.

8. Within 45 days after the receipt of the report from the fact finder, the governing body of the local government employer shall hold a public meeting in accordance with the provisions of chapter 241 of NRS. The meeting must include a discussion of:

(a) The issues of the parties submitted pursuant to subsection 1;

(b) The report of findings and recommendations of the fact finder; and

(c) The overall fiscal impact of the findings and recommendations, which must not include a discussion of the details of the report.

➤ The fact finder must not be asked to discuss the decision during the meeting.



9. The chief executive officer of the local government shall report to the local government the fiscal impact of the findings and recommendations. The report must include, without limitation, an analysis of the impact of the findings and recommendations on compensation and reimbursement, funding, benefits, hours, working conditions or other terms and conditions of employment.

10. Any sum of money which is maintained in a fund whose balance is required by law to be:

(a) Used only for a specific purpose other than the payment of compensation to the bargaining unit affected; or

(b) Carried forward to the succeeding fiscal year in any designated amount, to the extent of that amount,

↪ must not be counted in determining the financial ability of a local government employer and must not be used to pay any monetary benefits recommended or awarded by the fact finder.

11. The issues which may be included in a panel's order pursuant to subsection 6 are:

(a) Those enumerated in subsection 2 of NRS 288.150 as the subjects of mandatory bargaining, unless precluded for that year by an existing collective bargaining agreement between the parties; and

(b) Those which an existing collective bargaining agreement between the parties makes subject to negotiation in that year.

↪ This subsection does not preclude the voluntary submission of other issues by the parties pursuant to subsection 5.

Sec. 15. NRS 288.215 is hereby amended to read as follows:

288.215 1. As used in this section ~~[-~~

~~—(a) “Firefighters”]~~, *“firefighters”* means those persons who are salaried employees of a fire prevention or suppression unit organized by a political subdivision of the State and whose principal duties are controlling and extinguishing fires.

~~[(b) “Police officers” means those persons who are salaried employees of a police department or other law enforcement agency organized by a political subdivision of the State and whose principal duties are to enforce the law.]~~

2. The provisions of this section apply only to ~~[-~~*firefighters and police officers and their* local government employers ~~[-]~~ *and employee organizations representing:*

(a) Police officers; and

(b) If the local government employer is negotiating pursuant to this chapter, firefighters.

3. If the parties have not agreed to make the findings and recommendations of the fact finder final and binding upon all issues, and do not otherwise resolve their dispute, they shall, within 10 days after the fact finder's report is submitted, submit the issues remaining in dispute to an arbitrator who must be selected in the



manner provided in NRS 288.200 and have the same powers provided for fact finders in NRS 288.210.

4. The arbitrator shall, within 10 days after the arbitrator is selected, and after 7 days' written notice is given to the parties, hold a hearing to receive information concerning the dispute. The hearings must be held in the county in which the local government employer is located and the arbitrator shall arrange for a full and complete record of the hearings.

5. At the hearing, or at any subsequent time to which the hearing may be adjourned, information may be presented by:

(a) The parties to the dispute; or

(b) Any interested person.

6. The parties to the dispute shall each pay one-half of the costs incurred by the arbitrator.

7. A determination of the financial ability of a local government employer must be based on:

(a) All existing available revenues as established by the local government employer and within the limitations set forth in NRS 354.6241, with due regard for the obligation of the local government employer to provide facilities and services guaranteeing the health, welfare and safety of the people residing within the political subdivision.

(b) Consideration of funding for the current year being negotiated. If the parties mutually agree to arbitrate a multi-year contract the arbitrator must consider the ability to pay over the life of the contract being negotiated or arbitrated.

➤ Once the arbitrator has determined in accordance with this subsection that there is a current financial ability to grant monetary benefits, the arbitrator shall consider, to the extent appropriate, compensation of other governmental employees, both in and out of this State.

8. At the recommendation of the arbitrator, the parties may, before the submission of a final offer, enter into negotiations. If the negotiations are begun, the arbitrator may adjourn the hearings for a period of 3 weeks. An agreement by the parties is final and binding, and upon notification to the arbitrator, the arbitration terminates.

9. If the parties do not enter into negotiations or do not agree within 30 days, each of the parties shall submit a single written statement containing its final offer for each of the unresolved issues.

10. The arbitrator shall, within 10 days after the final offers are submitted, accept one of the written statements, on the basis of the criteria provided in NRS 288.200, and shall report the decision to the parties. The decision of the arbitrator is final and binding on the parties. Any award of the arbitrator is retroactive to the expiration date of the last contract.



1 11. The decision of the arbitrator must include a statement:
2 (a) Giving the arbitrator's reason for accepting the final offer
3 that is the basis of the arbitrator's award; and

4 (b) Specifying the arbitrator's estimate of the total cost of the
5 award.

6 12. Within 45 days after the receipt of the decision from the
7 arbitrator pursuant to subsection 10, the governing body of the local
8 government employer shall hold a public meeting in accordance
9 with the provisions of chapter 241 of NRS. The meeting must
10 include a discussion of:

11 (a) The issues submitted pursuant to subsection 3;

12 (b) The statement of the arbitrator pursuant to subsection 11;
13 and

14 (c) The overall fiscal impact of the decision, which must not
15 include a discussion of the details of the decision.

16 ➡ The arbitrator must not be asked to discuss the decision during
17 the meeting.

18 13. The chief executive officer of the local government shall
19 report to the local government the fiscal impact of the decision. The
20 report must include, without limitation, an analysis of the impact of
21 the decision on compensation and reimbursement, funding, benefits,
22 hours, working conditions or other terms and conditions of
23 employment.

24 **Sec. 16.** NRS 288.217 is hereby amended to read as follows:

25 288.217 1. The provisions of this section govern negotiations
26 between school districts and employee organizations representing
27 teachers and educational support personnel ***if a school district***
28 ***and such an employee organization are negotiating pursuant to***
29 ***this chapter.***

30 2. Not later than 330 days before the end of the term stated in
31 their collective bargaining agreement, the parties shall select an
32 arbitrator in the manner provided in subsection 2 of NRS 288.200 to
33 conduct a hearing in the event that an impasse is declared pursuant
34 to subsection 3. The parties and the arbitrator shall schedule a
35 hearing of not less than 3 consecutive business days, to begin not
36 later than June 10 immediately preceding the end of the term stated
37 in the collective bargaining agreement or 60 days before the end of
38 that term, whichever is earlier. As a condition of his or her selection,
39 the arbitrator must agree to render a decision, if the hearing is held,
40 within the time required by subsection 9. If the arbitrator fails or
41 refuses to agree to any of the conditions stated in this subsection, the
42 parties shall immediately proceed to select another arbitrator in the
43 manner provided in subsection 2 of NRS 288.200 until an arbitrator
44 is selected who agrees to those conditions.



3. If the parties to a negotiation pursuant to this section have failed to reach an agreement after at least eight sessions of negotiation, either party may declare the negotiations to be at an impasse and, after 5 days' written notice is given to the other party, submit the issues remaining in dispute to the arbitrator selected pursuant to subsection 2. The arbitrator has the powers provided for fact finders in NRS 288.210.

4. The arbitrator shall, pursuant to subsection 2, hold a hearing to receive information concerning the dispute. The hearing must be held in the county in which the school district is located and the arbitrator shall arrange for a full and complete record of the hearing.

5. The parties to the dispute shall each pay one-half of the costs of the arbitration.

6. A determination of the financial ability of a school district must be based on:

(a) All existing available revenues as established by the school district and within the limitations set forth in NRS 354.6241, with due regard for the obligation of the school district to provide an education to the children residing within the district.

(b) Consideration of funding for the current year being negotiated. If the parties mutually agree to arbitrate a multi-year contract the arbitrator must consider the ability to pay over the life of the contract being negotiated or arbitrated.

➤ Once the arbitrator has determined in accordance with this subsection that there is a current financial ability to grant monetary benefits, the arbitrator shall consider, to the extent appropriate, compensation of other governmental employees, both in and out of this State.

7. At the recommendation of the arbitrator, the parties may, before the submission of a final offer, enter into negotiations. If the negotiations are begun, the arbitrator may adjourn the hearing for a period of 3 weeks. If an agreement is reached, it must be submitted to the arbitrator, who shall certify it as final and binding.

8. If the parties do not enter into negotiations or do not agree within 7 days after the hearing held pursuant to subsection 4, each of the parties shall submit a single written statement containing its final offer for each of the unresolved issues.

9. The arbitrator shall, within 10 days after the final offers are submitted, render a decision on the basis of the criteria set forth in NRS 288.200. The arbitrator shall accept one of the written statements and shall report the decision to the parties. The decision of the arbitrator is final and binding on the parties. Any award of the arbitrator is retroactive to the expiration date of the last contract between the parties.

10. The decision of the arbitrator must include a statement:



(a) Giving the arbitrator's reason for accepting the final offer that is the basis of the arbitrator's award; and

(b) Specifying the arbitrator's estimate of the total cost of the award.

11. Within 45 days after the receipt of the decision from the arbitrator, the board of trustees of the school district shall hold a public meeting in accordance with the provisions of chapter 241 of NRS. The meeting must include a discussion of:

(a) The issues submitted pursuant to subsection 3;

(b) The statement of the arbitrator pursuant to subsection 10; and

(c) The overall fiscal impact of the decision which must not include a discussion of the details of the decision.

➤ The arbitrator must not be asked to discuss the decision during the meeting.

12. The superintendent of the school district shall report to the board of trustees the fiscal impact of the decision. The report must include, without limitation, an analysis of the impact of the decision on compensation and reimbursement, funding, benefits, hours, working conditions or other terms and conditions of employment.

13. As used in this section:

(a) "Educational support personnel" means all classified employees of a school district, other than teachers, who are represented by an employee organization.

(b) "Teacher" means an employee of a school district who is licensed to teach in this State and who is represented by an employee organization.

Sec. 17. NRS 288.270 is hereby amended to read as follows:

288.270 1. It is a prohibited practice for a local government employer or its designated representative willfully to:

(a) Interfere, restrain or coerce any employee in the exercise of any right guaranteed under this chapter.

(b) Dominate, interfere or assist in the formation or administration of any employee organization.

(c) Discriminate in regard to hiring, tenure or any term or condition of employment to encourage or discourage membership in any employee organization.

(d) Discharge or otherwise discriminate against any employee because the employee has signed or filed an affidavit, petition or complaint or given any information or testimony under this chapter, or because the employee has formed, joined or chosen to be represented by any employee organization.

(e) Refuse to bargain collectively in good faith with the exclusive representative ~~[as required in NRS 288.150.]~~ , *if bargaining is required by this chapter.* Bargaining collectively



1 includes the entire bargaining process, including mediation and fact-
2 finding, provided for in this chapter.

3 (f) Discriminate because of race, color, religion, sex, sexual
4 orientation, gender identity or expression, age, physical or visual
5 handicap, national origin or because of political or personal reasons
6 or affiliations.

7 (g) Fail to provide the information required by NRS 288.180.

8 (h) Fail to comply with the requirements of NRS 281.755.

9 2. It is a prohibited practice for a local government employee
10 or for an employee organization or its designated agent willfully to:

11 (a) Interfere with, restrain or coerce any employee in the
12 exercise of any right guaranteed under this chapter.

13 (b) Refuse to bargain collectively in good faith with the local
14 government employer, if ~~it~~ *the employee organization* is an
15 exclusive representative ~~[, as required in NRS 288.150.]~~ *and*
16 *bargaining is required by this chapter.* Bargaining collectively
17 includes the entire bargaining process, including mediation and fact-
18 finding, provided for in this chapter.

19 (c) Discriminate because of race, color, religion, sex, sexual
20 orientation, gender identity or expression, age, physical or visual
21 handicap, national origin or because of political or personal reasons
22 or affiliations.

23 (d) Fail to provide the information required by NRS 288.180.

24 **Sec. 18.** NRS 388A.535 is hereby amended to read as follows:

25 388A.535 1. Except as otherwise provided in this section, if
26 the written charter of a charter school is revoked or a charter
27 contract is terminated, as applicable, or if a charter school ceases to
28 operate as a charter school, the licensed employees of the charter
29 school must be reassigned to employment within the school district
30 in accordance with the applicable collective bargaining agreement
31 ~~it~~, *if any.*

32 2. A school district is not required to reassign a licensed
33 employee of a charter school pursuant to this section if the
34 employee:

35 (a) Was not granted a leave of absence by the school
36 district to accept employment at the charter school pursuant to
37 NRS 388A.530;

38 (b) Was granted a leave of absence by the school district and did
39 not submit a written request to return to employment with the school
40 district in accordance with NRS 388A.530; or

41 (c) Does not comply with or is otherwise not eligible to return to
42 employment pursuant to NRS 388A.538, including, without
43 limitation, the refusal of the licensed employee to allow the school
44 district to obtain the employment record of the employee that is
45 maintained by the charter school.



Sec. 19. NRS 388A.541 is hereby amended to read as follows:

388A.541 1. A licensed employee who is on a leave of absence from a school district pursuant to NRS 388A.530:

(a) Shall contribute to and be eligible for all benefits for which the employee would otherwise be entitled, including, without limitation, participation in the Public Employees' Retirement System and accrual of time for the purposes of leave and retirement.

(b) Continues, while the employee is on leave, to be covered by the collective bargaining agreement of the school district, *if any*, only with respect to any matter relating to his or her status or employment with the district.

2. The time during which such an employee is on a leave of absence and employed in a charter school does not count toward the acquisition of permanent status with the school district.

3. Upon the return of a teacher to employment in the school district, the teacher is entitled to the same level of retirement, salary and any other benefits to which the teacher would otherwise be entitled if the teacher had not taken a leave of absence to teach in a charter school.

4. An employee of a charter school who is not on a leave of absence from a school district is eligible for all benefits for which the employee would be eligible for employment in a public school, including, without limitation, participation in the Public Employees' Retirement System.

Sec. 20. NRS 388B.420 is hereby amended to read as follows:

388B.420 1. Except as otherwise provided in this section, if the contract to operate an achievement charter school is terminated or if an achievement charter school ceases to operate as an achievement charter school or charter school, the licensed employees of the achievement charter school must be reassigned to employment within the school district in accordance with the applicable collective bargaining agreement ~~if any~~, *if any*.

2. A school district is not required to reassign a licensed employee of an achievement charter school pursuant to subsection 1 if the employee:

(a) Was not granted a leave of absence by the school district to accept employment at the achievement charter school pursuant to NRS 388B.400;

(b) Was granted a leave of absence by the school district and did not submit a written request to return to employment with the school district in accordance with NRS 388B.400; or

(c) Does not comply with or is otherwise not eligible to return to employment pursuant to NRS 388B.430, including, without limitation, the refusal of the licensed employee to allow the school



1 district to obtain the employment record of the employee that is
2 maintained by the achievement charter school.

3 **Sec. 21.** NRS 388B.440 is hereby amended to read as follows:

4 388B.440 1. A licensed employee who is on a leave of
5 absence from a school district pursuant to NRS 388B.400:

6 (a) Shall contribute to and be eligible for all benefits for which
7 the employee would otherwise be entitled, including, without
8 limitation, participation in the Public Employees' Retirement
9 System and accrual of time for the purposes of leave and retirement.

10 (b) Continues, while the employee is on leave, to be covered by
11 the collective bargaining agreement of the school district , *if any*,
12 only with respect to any matter relating to his or her status or
13 employment with the district.

14 2. The time during which such an employee is on a leave of
15 absence and employed in an achievement charter school does not
16 count toward the acquisition of permanent status with the school
17 district.

18 3. Upon the return of a teacher to employment in the school
19 district, the teacher is entitled to the same level of retirement, salary
20 and any other benefits to which the teacher would otherwise be
21 entitled if the teacher had not taken a leave of absence to teach in an
22 achievement charter school.

23 4. An employee of an achievement charter school who is not
24 on a leave of absence from a school district is eligible for all
25 benefits for which the employee would be eligible for employment
26 in a public school, including, without limitation, participation in the
27 Public Employees' Retirement System.

28 **Sec. 22.** NRS 391.167 is hereby amended to read as follows:

29 391.167 1. In determining the salary of a licensed teacher
30 who is employed by a school district after the teacher has been
31 employed by another school district in this State, the present
32 employer shall, except as otherwise provided in subsection 3:

33 (a) Give the teacher the same credit for previous teaching
34 service as the teacher was receiving from the teacher's former
35 employer at the end of his or her former employment;

36 (b) Give the teacher credit for the teacher's final year of service
37 with his or her former employer, if credit for that service is not
38 included in credit given pursuant to paragraph (a); and

39 (c) Place the teacher on the schedule of salaries of the school
40 district in a classification that is commensurate with the level of
41 education acquired by the teacher, as set forth in the applicable
42 negotiated agreement , *if any*, with the present employer.

43 2. A school district may give the credit required by subsection
44 1 for previous teaching service earned in another state if the
45 Commission has approved the standards for licensing teachers of



that state. The Commission shall adopt regulations that establish the criteria by which the Commission will consider the standards for licensing teachers of other states for the purposes of this subsection. The criteria may include, without limitation, whether the Commission has authorized reciprocal licensure of educational personnel from the state under consideration.

3. This section does not:

(a) Require a school district to allow a teacher more credit for previous teaching service than the maximum credit for teaching experience provided for in the schedule of salaries established by it for its licensed personnel.

(b) Permit a school district to deny a teacher credit for his or her previous teaching service on the ground that the service differs in kind from the teaching experience for which credit is otherwise given by the school district.

4. As used in this section, "previous teaching service" means the total of:

(a) Any period of teaching service for which a teacher received credit from the teacher's former employer at the beginning of his or her former employment; and

(b) The teacher's period of teaching service in his or her former employment.

Sec. 23. NRS 391.180 is hereby amended to read as follows:

391.180 1. As used in this section, "employee" means any employee of a school district or charter school in this State.

2. A school month in any public school in this State consists of 4 weeks of 5 days each.

3. Nothing contained in this section prohibits the payment of employees' compensation in 12 equal monthly payments for 9 or more months' work.

4. The per diem deduction from the salary of an employee because of absence from service for reasons other than those specified in this section is that proportion of the yearly salary which is determined by the ratio between the duration of the absence and the total number of contracted workdays in the year.

5. Boards of trustees shall either prescribe by regulation or negotiate pursuant to chapter 288 of NRS, with respect to sick leave, accumulation of sick leave, payment for unused sick leave, sabbatical leave, personal leave, professional leave, military leave and such other leave as they determine to be necessary or desirable for employees. In addition, boards of trustees may either prescribe by regulation or negotiate pursuant to chapter 288 of NRS with respect to the payment of unused sick leave to licensed teachers in the form of purchase of service pursuant to subsection 4 of NRS 286.300. The amount of service so purchased must not exceed



1 the number of hours of unused sick leave or 1 year, whichever is
2 less.

3 6. The salary of any employee unavoidably absent because of
4 personal illness, accident or motor vehicle crash, or because of
5 serious illness, accident, motor vehicle crash or death in the family,
6 may be paid up to the number of days of sick leave accumulated by
7 the employee. An employee may not be credited with more than 15
8 days of sick leave in any 1 school year. Except as otherwise
9 provided in this subsection, if an employee takes a position with
10 another school district or charter school, all sick leave that the
11 employee has accumulated must be transferred from the employee's
12 former school district or charter school to his or her new school
13 district or charter school. The amount of sick leave so transferred
14 may not exceed the maximum amount of sick leave which may be
15 carried forward from one year to the next according to ~~{the}~~ any
16 applicable negotiated agreement or the policy of the district or
17 charter school into which the employee transferred. Unless ~~{the}~~ any
18 applicable negotiated agreement or policy of the employing district
19 or charter school provides otherwise, such an employee:

20 (a) Shall first use the sick leave credited to the employee from
21 the district or charter school into which the employee transferred
22 before using any of the transferred leave; and

23 (b) Is not entitled to compensation for any sick leave transferred
24 pursuant to this subsection.

25 7. Subject to the provisions of subsection 8:

26 (a) If an intermission of less than 6 days is ordered by the board
27 of trustees of a school district or the governing body of a charter
28 school for any good reason, no deduction of salary may be made
29 therefor.

30 (b) If, on account of sickness, epidemic or other emergency in
31 the community, a longer intermission is ordered by the board of
32 trustees of a school district, the governing body of a charter school
33 or a board of health and the intermission or closing does not exceed
34 30 days at any one time, there may be no deduction or
35 discontinuance of salaries.

36 8. If the board of trustees of a school district or the governing
37 body of a charter school orders an extension of the number of days
38 of school to compensate for the days lost as the result of an
39 intermission because of those reasons contained in paragraph (b) of
40 subsection 7, an employee may be required to render his or her
41 services to the school district or charter school during that extended
42 period. If the salary of the employee was continued during the
43 period of intermission as provided in subsection 7, the employee is
44 not entitled to additional compensation for services rendered during
45 the extended period.



9. If any subject referred to in this section is included in an agreement or contract negotiated by:

(a) The board of trustees of a school district pursuant to chapter 288 of NRS; or

(b) The governing body of a charter school pursuant to NRS 388A.533 or 388B.400 to 388B.450, inclusive,

↳ the provisions of the agreement or contract regarding that subject supersede any conflicting provisions of this section or of a regulation of the board of trustees.

Sec. 24. 1. Any collective bargaining agreement, other than a collective bargaining agreement entered into with an employee organization that represents police officers, that is entered into pursuant to chapter 288 of NRS and effective on July 1, 2019, expires at the end of the term stated in the agreement, notwithstanding any provision of the agreement that the agreement remains in effect, in whole or in part, after the end of that term until a successor agreement becomes effective.

2. As used in this section, “police officer” has the meaning ascribed to it in section 2 of this act.

Sec. 25. 1. There is hereby appropriated from the State General Fund to the Local Government Employee-Management Relations Board created by NRS 288.080 the sum of \$300,000 for the purpose of employing a Deputy Commissioner pursuant to NRS 288.090, as amended by section 7 of this act.

2. Any remaining balance of the appropriation made by subsection 1 must not be committed for expenditure after June 30, 2021, by the entity to which the appropriation is made or any entity to which money from the appropriation is granted or otherwise transferred in any manner, and any portion of the appropriated money remaining must not be spent for any purpose after September 17, 2021, by either the entity to which the money was appropriated or the entity to which the money was subsequently granted or transferred, and must be reverted to the State General Fund on or before September 17, 2021.

Sec. 26. This act becomes effective on July 1, 2019.

