
ASSEMBLY BILL NO. 182—ASSEMBLYMEN KIRNER, WHEELER,
HAMBRICK; DICKMAN, EDWARDS, ELLISON, GARDNER,
JONES, NELSON AND OSCARSON

FEBRUARY 19, 2015

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to collective bargaining
by local government employers. (BDR 23-646)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.
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 local governments; prohibiting a local government employer from entering into an agreement to pay dues to an employee organization through deductions from compensation; prohibiting such an employer from providing paid leave or paying compensation or benefits for time spent by an employee in providing services to an employee organization; prohibiting the inclusion of certain employees in a bargaining unit; revising provisions relating to a reduction in force; providing that a collective bargaining agreement between a local government employer and a recognized employee organization expires for certain purposes at the end of the term stated in the agreement; requiring public notice of certain offers made in collective bargaining; eliminating final and binding fact-finding except upon the election of the governing body; removing a portion of the budgeted ending fund balance of certain governmental funds from the scope of collective bargaining and from consideration by a fact finder; eliminating statutory impasse arbitration for firefighters, police officers, teachers and educational support personnel; and providing other matters properly relating thereto.



Legislative Counsel's Digest:

1 Existing law does not prohibit a local government employer from providing for
2 the payment of dues to an employee organization through deductions from the
3 compensation of employees, and such deductions are a mandatory subject of
4 collective bargaining. (NRS 288.150) **Section 1** of this bill prohibits such an
5 arrangement and also bars a local government employer from providing paid leave
6 or paying any compensation or monetary benefits to an employee for time spent by
7 the employee in performing duties or providing services to an employee
8 organization.

9 Existing law excludes certain local government employees from membership in
10 a bargaining unit and requires employees in certain supervisory and administrative
11 positions to be members of a different bargaining unit from the employees they
12 supervise. (NRS 288.140, 288.170) **Sections 2, 3 and 7** of this bill consolidate
13 those provisions and exclude school administrators and other employees in
14 supervisory and administrative positions from membership in any bargaining unit.
15 Existing law also excludes confidential employees from membership in a
16 bargaining unit. (NRS 288.170) **Section 7** also expands the definition of
17 "confidential employee" to include any employee whose duties entail access to
18 proprietary or confidential information.

19 Under existing law, a local government employer is entitled, without
20 bargaining, to effectuate a reduction in force or layoff because of a lack of work or
21 lack of money. (NRS 288.150) **Section 4** of this bill revises those provisions to
22 authorize a reduction in force or layoff because of a reduction or elimination of
23 services, budgetary reallocation of expenditures or loss of revenues. If a local
24 government employer eliminates or reduces any service provided by its employees,
25 **section 5** of this bill authorizes the employer to effectuate a layoff or reduction in
26 force directed to those employees on the basis of any factors it deems appropriate,
27 without regard to the seniority of those employees.

28 **Section 6** of this bill is directed to "evergreen" language in a collective
29 bargaining agreement, pursuant to which the agreement remains in effect beyond
30 the end of its stated term until a successor agreement becomes effective.
31 Notwithstanding any such provision, **section 6** generally provides that upon the end
32 of the term stated in a collective bargaining agreement, and until a successor
33 agreement becomes effective, a local government employer shall not increase any
34 compensation or monetary benefits paid to or on behalf of employees in the
35 affected bargaining unit.

36 If an impasse is reached in collective bargaining negotiations, existing law
37 establishes a process of fact-finding. Under existing law, the findings and
38 recommendations of the fact finder are final and binding if the parties so agree or a
39 statutory panel determines that the findings and recommendations are to be final
40 and binding as to some or all of the issues in dispute. (NRS 288.200-288.203)
41 **Sections 10 and 15** of this bill eliminate the panel. **Section 10** also provides that
42 the findings and recommendations are not final and binding unless the governing
43 body or chief executive officer of the local government so elects before the
44 submission of the dispute to fact-finding. **Sections 8-10** of this bill require public
45 notice of the final offers made by each party during collective bargaining
46 negotiations, mediation and fact-finding.

47 Existing law limits the extent to which money in certain governmental funds
48 may be expended by a local government employer pursuant to a collective
49 bargaining agreement or considered by a fact finder or arbitrator in determining the
50 financial ability of the local government employer to pay monetary benefits. (NRS
51 288.200, 288.215, 288.217, 354.6241) **Section 13** of this bill provides that a
52 budgeted ending fund balance for certain governmental funds of not more than 16.6
53 percent of the total budgeted expenditures, less capital outlay: (1) is not subject to



54 collective bargaining negotiations; and (2) must not be considered by a fact finder
55 in resolving issues of financial ability to pay.

56 Under existing law, an impasse in collective bargaining negotiations involving
57 firefighters, police officers, teachers or educational support personnel may be
58 submitted to an arbitrator, whose decision is final and binding. (NRS 288.215,
59 288.217) **Section 15** repeals those provisions, eliminating the statutory right to
60 arbitration as a means of impasse resolution.

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

1 **Section 1.** Chapter 288 of NRS is hereby amended by adding
2 thereto a new section to read as follows:

3 *A local government employer shall not:*

4 *1. Agree with any of its employees or any employee*
5 *organization to deduct dues for an employee organization from the*
6 *compensation of the employee; or*

7 *2. Provide paid leave or otherwise pay from public money any*
8 *compensation or monetary benefits to or on behalf of any of its*
9 *employees for time spent by an employee in performing duties or*
10 *providing services for an employee organization.*

11 **Sec. 2.** NRS 288.075 is hereby amended to read as follows:

12 288.075 1. "Supervisory employee" means ~~f;~~

13 ~~—(a) Any~~ **any** individual having authority in the interest of the
14 employer to hire, transfer, suspend, lay off, recall, promote,
15 discharge, assign, reward or discipline other employees or
16 responsibility to direct them, to adjust their grievances or effectively
17 to recommend such action, if in connection with the foregoing, the
18 exercise of such authority is not of a merely routine or clerical
19 nature, but requires the use of independent judgment. The exercise
20 of such authority shall not be deemed to place the employee in
21 supervisory employee status unless the exercise of such authority
22 occupies a significant portion of the employee's workday. ~~f; or~~

23 ~~—(b) Any individual or class of individuals appointed by the~~
24 ~~employer and having authority on behalf of the employer to:~~

25 ~~—(1) Hire, transfer, suspend, lay off, recall, terminate,~~
26 ~~promote, discharge, assign, reward or discipline other employees or~~
27 ~~responsibility to direct them, to adjust their grievances or to~~
28 ~~effectively recommend such action;~~

29 ~~—(2) Make budgetary decisions; and~~

30 ~~—(3) Be consulted on decisions relating to collective~~
31 ~~bargaining;~~

32 ~~— if, in connection with the foregoing, the exercise of such~~
33 ~~authority is not of a merely routine or clerical nature, but requires~~
34 ~~the use of independent judgment. The exercise of such authority~~



1 ~~shall not be deemed to place the employee in supervisory employee~~
2 ~~status unless the exercise of such authority occupies a significant~~
3 ~~portion of the employee's workday.]~~

4 2. Nothing in this section shall be construed to mean that an
5 employee who has been given incidental administrative duties shall
6 be classified as a supervisory employee.

7 **Sec. 3.** NRS 288.140 is hereby amended to read as follows:

8 288.140 1. It is the right of every local government
9 employee, subject to the ~~[limitations]~~ **limitation** provided in
10 ~~[subsections]~~ **subsection** 3 , ~~[and 4.]~~ to join any employee
11 organization of the employee's choice or to refrain from joining any
12 employee organization. A local government employer shall not
13 discriminate in any way among its employees on account of
14 membership or nonmembership in an employee organization.

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

22 3. A police officer, sheriff, deputy sheriff or other law
23 enforcement officer may be a member of an employee organization
24 only if such employee organization is composed exclusively of law
25 enforcement officers.

26 ~~[4. The following persons may not be a member of an~~
27 ~~employee organization:~~

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

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

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

40 ~~—5. As used in this section, "doctor or physician" means a~~
41 ~~doctor, physician, homeopathic physician, osteopathic physician,~~
42 ~~chiropractic physician, practitioner of Oriental medicine,~~
43 ~~podiatric physician or practitioner of optometry, as those terms are~~
44 ~~defined or used, respectively, in NRS 630.014, 630A.050, 633.091,~~



1 ~~chapter 634 of NRS, chapter 634A of NRS, chapter 635 of NRS or~~
2 ~~chapter 636 of NRS.~~

3 **Sec. 4.** NRS 288.150 is hereby amended to read as follows:

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

12 2. The scope of mandatory bargaining is limited to:

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

15 (b) Sick leave.

16 (c) Vacation leave.

17 (d) Holidays.

18 (e) Other paid or nonpaid leaves of absence.

19 (f) Insurance benefits.

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

22 (h) Total number of days' work required of an employee in a
23 work year.

24 (i) Discharge and disciplinary procedures.

25 (j) Recognition clause.

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

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

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

33 ~~(n)~~ (m) No-strike provisions consistent with the provisions of
34 this chapter.

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

38 ~~(p)~~ (o) General savings clauses.

39 ~~(q)~~ (p) Duration of collective bargaining agreements.

40 ~~(r)~~ (q) Safety of the employee.

41 ~~(s)~~ (r) Teacher preparation time.

42 ~~(t)~~ (s) Materials and supplies for classrooms.

43 ~~(u)~~ (t) The policies for the transfer and reassignment of
44 teachers.



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

3 ~~(w)~~ (v) Procedures and requirements for the reopening of
4 collective bargaining agreements that exceed 1 year in duration for
5 additional, further, new or supplementary negotiations during
6 periods of fiscal emergency. The requirements for the reopening of a
7 collective bargaining agreement must include, without limitation,
8 measures of revenue shortfalls or reductions relative to economic
9 indicators such as the Consumer Price Index, as agreed upon by
10 both parties.

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

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

18 (b) The right to reduce in force or lay off any employee because
19 of *a lack of work, reduction or elimination of services, budgetary*
20 *reallocation of expenditures, loss of revenues* or lack of money,
21 subject to paragraph ~~(v)~~ (u) of subsection 2.

22 (c) The right to determine:

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

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

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

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

30 (d) Safety of the public.

31 4. Notwithstanding the provisions of any collective bargaining
32 agreement negotiated pursuant to this chapter, a local government
33 employer is entitled to take whatever actions may be necessary to
34 carry out its responsibilities in situations of emergency such as a
35 riot, military action, natural disaster or civil disorder. Those actions
36 may include the suspension of any collective bargaining agreement
37 for the duration of the emergency. Any action taken under the
38 provisions of this subsection must not be construed as a failure to
39 negotiate in good faith.

40 5. The provisions of this chapter, including without limitation
41 the provisions of this section, recognize and declare the ultimate
42 right and responsibility of the local government employer to manage
43 its operation in the most efficient manner consistent with the best
44 interests of all its citizens, its taxpayers and its employees.



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

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

9 **Sec. 5.** NRS 288.151 is hereby amended to read as follows:

10 288.151 1. *Except as otherwise provided in subsection 2, if*
11 *a local government employer eliminates or reduces any service*
12 *provided by its employees, it may effectuate a layoff or reduction*
13 *in its workforce directed to those employees on the basis of any*
14 *factors it deems appropriate, without regard to the seniority of*
15 *those employees.*

16 2. If the board of trustees of a school district determines that a
17 reduction in the existing workforce of the licensed educational
18 personnel in the school district is necessary, the decision to lay off a
19 teacher or an administrator must not be based solely on the seniority
20 of the teacher or administrator and may include, without limitation,
21 a consideration of the following factors:

22 ~~{1}~~ (a) Whether the teacher or administrator is employed in a
23 position which is hard to fill;

24 ~~{2}~~ (b) Whether the teacher or administrator has received a
25 national board certification;

26 ~~{3}~~ (c) The performance evaluations of the teacher or
27 administrator;

28 ~~{4}~~ (d) The disciplinary record of the teacher or administrator
29 within the school district;

30 ~~{5}~~ (e) The criminal record of the teacher or administrator, if
31 any;

32 ~~{6}~~ (f) The type of licensure held by the teacher or
33 administrator; and

34 ~~{7}~~ (g) The type of degree attained by the teacher or
35 administrator and whether the degree is in a subject area that is
36 related to his or her position.

37 **Sec. 6.** NRS 288.155 is hereby amended to read as follows:

38 288.155 ~~{Agreements entered into between local government~~
39 ~~employers and employee organizations pursuant to this chapter~~
40 ~~may}~~

41 1. *A collective bargaining agreement:*

42 (a) *May* extend beyond the term of office of any member or
43 officer of the local government employer.

44 (b) *Expires for the purposes of subsection 2 at the end of the*
45 *term stated in the agreement, notwithstanding any provision of the*



1 *agreement that it remains in effect, in whole or in part, after the*
2 *end of that term until a successor agreement becomes effective.*

3 *2. Except as otherwise provided in this subsection and*
4 *notwithstanding any provision of the agreement to the contrary,*
5 *upon the expiration of a collective bargaining agreement, if no*
6 *successor agreement is effective and until a successor agreement*
7 *becomes effective, a local government employer shall not pay to or*
8 *on behalf of any employee in the affected bargaining unit any*
9 *compensation or monetary benefits in any amount greater than*
10 *the amount in effect as of the expiration of the agreement. This*
11 *subsection does not prohibit a local government employer from*
12 *paying an increase in the employer's portion of the matching*
13 *contribution rate for employees and employers in accordance with*
14 *an adjustment in the rate of contributions pursuant to*
15 *NRS 286.450.*

16 **Sec. 7.** NRS 288.170 is hereby amended to read as follows:

17 288.170 1. Each local government employer which has
18 recognized one or more employee organizations shall determine,
19 after consultation with the recognized organization or organizations,
20 which group or groups of its employees constitute an appropriate
21 unit or units for negotiating. The primary criterion for that
22 determination must be the community of interest among the
23 employees concerned.

24 2. ~~{A principal, assistant principal or other school administrator~~
25 ~~below the rank of superintendent, associate superintendent or~~
26 ~~assistant superintendent shall not be a member of the same~~
27 ~~bargaining unit with public school teachers unless the school district~~
28 ~~employs fewer than five principals but may join with other officials~~
29 ~~of the same specified ranks to negotiate as a separate bargaining~~
30 ~~unit.~~

31 ~~—3.— A head of a department of a local government, an~~
32 ~~administrative employee or a supervisory employee must not be a~~
33 ~~member of the same bargaining unit as the employees under the~~
34 ~~direction of that department head, administrative employee or~~
35 ~~supervisory employee. Any dispute between the parties as to~~
36 ~~whether an employee is a supervisor must be submitted to the~~
37 ~~Board.} An employee organization which is negotiating on behalf of~~
38 ~~two or more bargaining units consisting of firefighters or police~~
39 ~~officers ~~{as defined in NRS 288.215,}~~ may select members of the~~
40 ~~units to negotiate jointly on behalf of each other . ~~{even if one of~~~~
41 ~~the units consists of supervisory employees and the other unit does~~
42 ~~not.~~

43 ~~—4.— Confidential employees of the local government employer~~
44 ~~must be excluded from any bargaining unit but are entitled to~~
45 ~~participate in any plan to provide benefits for a group that is~~



1 ~~administered by the bargaining unit of which they would otherwise~~
2 ~~be a member.~~

3 ~~—5.1~~ 3. *The following local government employees may not be*
4 *members of a bargaining unit:*

5 (a) *A supervisory employee.*

6 (b) *A school administrator above the rank of teacher,*
7 *including, without limitation, a principal, assistant principal,*
8 *superintendent, associate superintendent or assistant*
9 *superintendent.*

10 (c) *An administrative employee.*

11 (d) *An attorney who is assigned to a civil law division,*
12 *department or agency.*

13 (e) *A doctor or physician.*

14 (f) *A confidential employee, but such an employee is entitled to*
15 *participate in any plan to provide benefits for the bargaining unit*
16 *of which he or she would otherwise be a member.*

17 *↪ Any dispute between the parties as to whether a local*
18 *government employee is a type of employee excluded from a*
19 *bargaining unit must be submitted to the Board.*

20 4. 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 ~~16.1~~ 5. 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 ~~1.1~~ *or whose duties entail access to proprietary or*
30 *confidential information.*

31 (b) ~~1.1~~ ~~"Supervisory employee" means a supervisory employee~~
32 ~~described in paragraph (a) of subsection 1 of NRS 288.075.1~~
33 *"Doctor or physician" means a physician, homeopathic physician,*
34 *osteopathic physician, chiropractic physician, doctor of Oriental*
35 *medicine, podiatric physician or practitioner of optometry, as*
36 *those terms are defined or used, respectively, in NRS 630.014,*
37 *630A.050 or 633.091 or chapter 634, 634A, 635 or 636 of NRS.*

38 (c) *"Firefighter" means a salaried employee of a fire*
39 *prevention or suppression unit organized by a political subdivision*
40 *of the State whose principal duty is to control and extinguish fires.*

41 (d) *"Police officer" means a salaried employee of a police*
42 *department or other law enforcement agency organized by a*
43 *political subdivision of the State whose principal duty is to enforce*
44 *the law.*



1 **Sec. 8.** NRS 288.180 is hereby amended to read as follows:

2 288.180 1. Whenever an employee organization desires to
3 negotiate concerning any matter which is subject to negotiation
4 pursuant to this chapter, it shall give written notice of that desire to
5 the local government employer. If the subject of negotiation requires
6 the budgeting of money by the local government employer, the
7 employee organization shall give notice on or before February 1.

8 2. Following the notification provided for in subsection 1, the
9 employee organization or the local government employer may
10 request reasonable information concerning any subject matter
11 included in the scope of mandatory bargaining which it deems
12 necessary for and relevant to the negotiations. The information
13 requested must be furnished without unnecessary delay. The
14 information must be accurate, and must be presented in a form
15 responsive to the request and in the format in which the records
16 containing it are ordinarily kept. If the employee organization
17 requests financial information concerning a metropolitan police
18 department, the local government employers which form that
19 department shall furnish the information to the employee
20 organization.

21 3. The parties shall promptly commence negotiations. As the
22 first step, the parties shall discuss the procedures to be followed if
23 they are unable to agree on one or more issues.

24 4. *If the parties reach agreement through negotiations during*
25 *the term of an existing contract between the parties, the new*
26 *contract must become effective upon the expiration of the existing*
27 *contract. If the parties reach agreement after the end of that term,*
28 *the new contract must be effective retroactively to the expiration*
29 *date of the last contract unless the parties otherwise agree.*

30 5. *If the parties are unable to reach agreement through*
31 *negotiations, the governing body of the local government employer*
32 *shall:*

33 (a) *Publish on the Internet website, if any, of the local*
34 *government the final offers made by the parties during*
35 *negotiations; and*

36 (b) *Hold a public meeting in accordance with the provisions of*
37 *chapter 241 of NRS to inform the public of those offers.*

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



1 **Sec. 9.** NRS 288.190 is hereby amended to read as follows:

2 288.190 ~~[Except in cases to which NRS 288.205 and 288.215~~
3 ~~apply.]~~

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

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

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

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

28 5. *If the parties reach agreement through mediation during*
29 *the term of an existing contract between the parties, the new*
30 *contract must become effective upon the expiration of the existing*
31 *contract. If the parties reach agreement after the end of that term,*
32 *the new agreement must be effective retroactively to the expiration*
33 *date of the last contract unless the parties otherwise agree.*

34 6. If the dispute is submitted to a mediator and then submitted
35 to a fact finder ~~[, the]~~:

36 (a) *The governing body of the local government employer*
37 *shall:*

38 (1) *Publish on the Internet website, if any, of the local*
39 *government the final offers made by the parties during mediation;*
40 *and*

41 (2) *Hold a public meeting in accordance with the provisions*
42 *of chapter 241 of NRS to inform the public of those offers.*

43 (b) *The mediator shall, within 15 days after the last meeting*
44 *between the parties, give to the Commissioner of the Board a report*
45 *of the efforts made to settle the dispute.*



1 **Sec. 10.** NRS 288.200 is hereby amended to read as follows:

2 288.200 ~~{Except in cases to which NRS 288.205 and 288.215,~~
3 ~~or NRS 288.217 apply:}~~

4 1. If:

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

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

9 ↪ either party to the dispute, at any time after April 1, may submit
10 the dispute to an impartial fact finder for the findings and
11 recommendations of the fact finder. ~~{The}~~ *Except as otherwise*
12 *provided in subsection 5, the* findings and recommendations of the
13 fact finder are not binding on the parties . ~~{except as provided in~~
14 ~~subsections 5, 6 and 11.}~~ The mediator of a dispute may also be
15 chosen by the parties to serve as the fact finder.

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

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

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

37 5. ~~{The parties to the dispute may agree, before}~~ *Before* the
38 submission of the dispute to fact-finding, *the governing body of the*
39 *local government employer or the chief executive officer of the*
40 *local government if specifically authorized by the governing body*
41 *may elect* to make the findings and recommendations on all or any
42 specified issues final and binding on the parties.

43 6. ~~{If the parties do not agree on whether to make the findings~~
44 ~~and recommendations of the fact finder final and binding, either~~
45 ~~party may request the formation of a panel to determine whether the~~



1 ~~findings and recommendations of a fact finder on all or any~~
2 ~~specified issues in a particular dispute which are within the scope of~~
3 ~~subsection 11 are to be final and binding. The determination must be~~
4 ~~made upon the concurrence of at least two members of the panel and~~
5 ~~not later than the date which is 30 days after the date on which the~~
6 ~~matter is submitted to the panel, unless that date is extended by the~~
7 ~~Commissioner of the Board. Each panel shall, when making its~~
8 ~~determination, consider whether the parties have bargained in good~~
9 ~~faith and whether it believes the parties can resolve any remaining~~
10 ~~issues. Any panel may also consider the actions taken by the parties in~~
11 ~~response to any previous fact finding between these parties, the~~
12 ~~best interests of the State and all its citizens, the potential fiscal~~
13 ~~effect both within and outside the political subdivision, and any~~
14 ~~danger to the safety of the people of the State or a political~~
15 ~~subdivision.] *Before the fact finder makes a recommendation or*~~
16 *award, the governing body of the local government employer*
17 *shall:*

18 *(a) Publish on the Internet website, if any, of the local*
19 *government the final offers made by the parties during fact-*
20 *finding; and*

21 *(b) Hold a public meeting in accordance with the provisions of*
22 *chapter 241 of NRS to inform the public of those offers.*

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

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

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

44 (c) A consideration of funding for the current year being
45 negotiated. If the parties mutually agree to arbitrate a multiyear



1 contract, the fact finder must consider the ability to pay over the life
2 of the contract being negotiated or arbitrated.

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

7 8. Within 45 days after the receipt of the report from the fact
8 finder, the governing body of the local government employer shall
9 hold a public meeting in accordance with the provisions of chapter
10 241 of NRS. The meeting must include a discussion of:

11 (a) The issues of the parties submitted ~~pursuant to subsection~~
12 ~~3-1~~ **to the fact finder;**

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

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

18 ➔ The fact finder must not be asked to discuss the decision during
19 the meeting.

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

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

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

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

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

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

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

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

42 ~~➔ This subsection does not preclude the voluntary submission of~~
43 ~~other issues by the parties pursuant to subsection 5-1. **If the findings**~~
44 ~~**and recommendations of the fact finder are binding pursuant to**~~
45 ~~**subsection 5 and are made during the term of an existing contract**~~



1 *between the parties, the findings and recommendations must*
2 *become effective upon the expiration of the existing contract. If*
3 *the findings and recommendations are made after the end of that*
4 *term, they must be effective retroactively to the expiration date of*
5 *the last contract between the parties unless the parties otherwise*
6 *agree.*

7 **Sec. 11.** NRS 288.280 is hereby amended to read as follows:

8 288.280 Any controversy concerning *a practice* prohibited
9 ~~practices~~ by *NRS 288.270* may be submitted to the Board in the
10 same manner and with the same effect as provided in NRS 288.110,
11 except that an alleged failure to provide information as provided by
12 NRS 288.180 shall be heard and determined by the Board as soon as
13 possible after the complaint is filed with the Board.

14 **Sec. 12.** NRS 353.264 is hereby amended to read as follows:

15 353.264 1. The Reserve for Statutory Contingency Account
16 is hereby created in the State General Fund.

17 2. The State Board of Examiners shall administer the Reserve
18 for Statutory Contingency Account. The money in the Account must
19 be expended only for:

20 (a) The payment of claims which are obligations of the State
21 pursuant to NRS 41.03435, 41.0347, 62I.025, 176.485, 179.310,
22 212.040, 212.050, 212.070, 281.174, 282.290, 282.315, ~~288.203,~~
23 293.253, 293.405, 353.120, 353.262, 412.154 and 475.235;

24 (b) The payment of claims which are obligations of the State
25 pursuant to:

26 (1) Chapter 472 of NRS arising from operations of the
27 Division of Forestry of the State Department of Conservation and
28 Natural Resources directly involving the protection of life and
29 property; and

30 (2) NRS 7.155, 34.750, 176A.640, 179.225 and 213.153,
31 ↪ except that claims may be approved for the respective purposes
32 listed in this paragraph only when the money otherwise appropriated
33 for those purposes has been exhausted;

34 (c) The payment of claims which are obligations of the State
35 pursuant to NRS 41.0349 and 41.037, but only to the extent that the
36 money in the Fund for Insurance Premiums is insufficient to pay the
37 claims; and

38 (d) The payment of claims which are obligations of the State
39 pursuant to NRS 535.030 arising from remedial actions taken by the
40 State Engineer when the condition of a dam becomes dangerous to
41 the safety of life or property.

42 3. The State Board of Examiners may authorize its Clerk or a
43 person designated by the Clerk, under such circumstances as it
44 deems appropriate, to approve, on behalf of the Board, the payment
45 of claims from the Reserve for Statutory Contingency Account. For



1 the purpose of exercising any authority granted to the Clerk of the
2 State Board of Examiners or to the person designated by the Clerk
3 pursuant to this subsection, any statutory reference to the State
4 Board of Examiners relating to such a claim shall be deemed to refer
5 to the Clerk of the Board or the person designated by the Clerk.

6 **Sec. 13.** NRS 354.6241 is hereby amended to read as follows:

7 354.6241 1. The statement required by paragraph (a) of
8 subsection 5 of NRS 354.624 must indicate for each fund set forth
9 in that paragraph:

10 (a) Whether the fund is being used in accordance with the
11 provisions of this chapter.

12 (b) Whether the fund is being administered in accordance with
13 generally accepted accounting procedures.

14 (c) Whether the reserve in the fund is limited to an amount that
15 is reasonable and necessary to carry out the purposes of the fund.

16 (d) The sources of revenues available for the fund during the
17 fiscal year, including transfers from any other funds.

18 (e) The statutory and regulatory requirements applicable to the
19 fund.

20 (f) The balance and retained earnings of the fund.

21 2. Except as otherwise provided in *subsection 3 and* NRS
22 354.59891 and 354.613, to the extent that the reserve in any fund set
23 forth in paragraph (a) of subsection 5 of NRS 354.624 exceeds the
24 amount that is reasonable and necessary to carry out the purposes
25 for which the fund was created, the reserve may be expended by the
26 local government pursuant to the provisions of chapter 288 of NRS.

27 *3. For the purposes of chapter 288 of NRS, a budgeted*
28 *ending fund balance of not more than 16.6 percent of the total*
29 *budgeted expenditures, less capital outlay, for a general or special*
30 *revenue fund that receives revenue from property taxes or the*
31 *Local Government Tax Distribution Account:*

32 *(a) Is not subject to negotiations with an employee*
33 *organization; and*

34 *(b) Must not be considered by a fact finder in determining the*
35 *financial ability of the local government to pay compensation or*
36 *monetary benefits.*

37 **Sec. 14.** 1. Except as otherwise provided in subsection 2,
38 insofar as they conflict with the provisions of such an agreement,
39 the amendatory provisions of this act do not apply during the current
40 term of any agreement described in section 1 of this act or any
41 collective bargaining agreement entered into before July 1, 2015,
42 but do apply to any extension or renewal of such an agreement and
43 to any agreement entered into on or after July 1, 2015. For the
44 purposes of this subsection, the term of an agreement ends on the
45 date provided in the agreement, notwithstanding any provision of



1 the agreement that it remains in effect, in whole or in part, after that
2 date until a successor agreement becomes effective.

3 2. The provisions of paragraph (d) of subsection 3 of NRS
4 288.170, as amended by section 7 of this act, do not apply with
5 respect to an attorney for the duration of a collective bargaining
6 agreement to which the attorney is a party as of July 1, 2011.

7 **Sec. 15.** NRS 288.201, 288.202, 288.203, 288.205, 288.215
8 and 288.217 are hereby repealed.

9 **Sec. 16.** This act becomes effective on July 1, 2015.

LEADLINES OF REPEALED SECTIONS

288.201 Request for formation of panel to determine whether findings and recommendations of fact finder are final and binding.

288.202 Formation of panel to determine whether findings and recommendations of fact finder are final and binding.

288.203 Compensation of members of panel; claims.

288.205 Submission of dispute between certain employees and local government employer to fact finder: Time limited for certain matters.

288.215 Submission of dispute between firefighters of police officers and local government employer to arbitrator; hearing; determination of financial ability of local government employer; negotiations and final offer; content of decision.

288.217 Submission of dispute between school district and employee organization to arbitrator; hearing; determination of financial ability of school district; negotiations and final offer; effect of decision of arbitrator; content of decision.



