

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; authorizing a local government employer to enter 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; authorizing the Local Government Employee-Management Relations Board to appoint a Deputy Commissioner; declaring the right of a local government employee to resign from an employee organization at any time; 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; making an appropriation; and providing other matters properly relating thereto.



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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 provides that such an
5 arrangement is lawful pursuant to an agreement that recognizes the right of every
6 employee to resign from the employee organization at any time, free of any
7 obligation to pay dues. **Section 1** also bars a local government employer from
8 providing paid leave or paying any compensation or monetary benefits to an
9 employee for time spent by the employee in performing duties or providing
10 services to an employee organization.

11 The Local Government Employee-Management Relations Board has been
12 created to administer the provisions governing labor relations between local
13 government employers and employee organizations. (NRS 288.080, 288.110) The
14 Board is authorized by existing law to appoint a Commissioner, who serves in the
15 unclassified service of the State. (NRS 288.090) **Section 2.5** of this bill additionally
16 authorizes the Board to appoint a Deputy Commissioner and **section 13.5** of this
17 bill makes an appropriation for that purpose.

18 Existing law establishes the right of every local government employee to join
19 or refrain from joining an employee organization. (NRS 288.140) **Section 3** of this
20 bill provides that a local government employee is also free to resign from an
21 employee organization at any time, without any obligation to pay dues accruing
22 before, on or after the date of the resignation.

23 Existing law excludes certain local government employees from membership in
24 a bargaining unit and requires employees in certain supervisory and administrative
25 positions to be members of a different bargaining unit from the employees they
26 supervise. (NRS 288.140, 288.170) **Sections 2, 3 and 7** of this bill consolidate
27 those provisions and exclude certain school administrators, firefighters and police
28 officers, and other employees in supervisory and administrative positions from
29 membership in any bargaining unit. Existing law also excludes confidential
30 employees from membership in a bargaining unit. (NRS 288.170) **Section 7** also
31 expands the definition of "confidential employee" to include any employee whose
32 duties entail access to proprietary or confidential information.

33 Under existing law, a local government employer is entitled, without
34 bargaining, to effectuate a reduction in force or layoff because of a lack of work or
35 lack of money. (NRS 288.150) **Section 4** of this bill revises those provisions to
36 authorize a reduction in force or layoff because of a reduction or elimination of
37 services, budgetary reallocation of expenditures or loss of revenues, or whenever
38 the local government employer determines that such action is in the best interest of
39 the local government employer. If a local government employer determines that
40 a reduction in force or layoff is appropriate, **section 5** of this bill sets forth various
41 factors that the local government employer may consider in determining whether to
42 lay off a given employee.

43 **Section 6** of this bill is directed to "evergreen" language in a collective
44 bargaining agreement, pursuant to which the agreement remains in effect beyond
45 the end of its stated term until a successor agreement becomes effective.
46 Notwithstanding any such provision, **section 6** generally provides that upon the end
47 of the term stated in a collective bargaining agreement, and until a successor
48 agreement becomes effective, a local government employer shall not increase any
49 compensation or monetary benefits paid to or on behalf of employees in the
50 affected bargaining unit.

51 If an impasse is reached in collective bargaining negotiations, existing law
52 establishes a process of fact-finding. Under existing law, the findings and
53 recommendations of the fact finder are final and binding if the parties so agree or a
54 statutory panel determines that the findings and recommendations are to be final



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55 and binding as to some or all of the issues in dispute. (NRS 288.200-288.203)
 56 **Sections 10 and 15** of this bill eliminate the panel. **Section 10** also: (1) provides
 57 that the findings and recommendations are not final and binding unless the
 58 governing body or chief executive officer of the local government employer so
 59 elects before the submission of the dispute to fact-finding; and (2) requires the
 60 governing body or chief executive officer, before submission of the dispute to fact-
 61 finding, to determine whether the fact finder will issue a decision on the basis of a
 62 single final offer by each party for all unresolved issues or a separate final offer by
 63 each party for each such issue. **Sections 8-10** of this bill require public notice of the
 64 final offers made by each party during collective bargaining negotiations, mediation
 65 and fact-finding.

66 Existing law limits the extent to which money in certain governmental funds
 67 may be expended by a local government employer pursuant to a collective
 68 bargaining agreement or considered by a fact finder or arbitrator in determining the
 69 financial ability of the local government employer to pay monetary benefits. (NRS
 70 288.200, 288.215, 288.217, 354.6241) **Section 13** of this bill provides that a
 71 budgeted ending fund balance for certain governmental funds of not more than 25
 72 percent of the total budgeted expenditures, less capital outlay: (1) is not subject to
 73 collective bargaining negotiations; and (2) must not be considered by a fact finder
 74 in resolving issues of financial ability to pay.

75 Under existing law, an impasse in collective bargaining negotiations involving
 76 firefighters, police officers, teachers or educational support personnel may be
 77 submitted to an arbitrator, whose decision is final and binding. (NRS 288.215,
 78 288.217) **Section 15** repeals those provisions, eliminating the statutory right to
 79 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:*

4 *1. May 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. Any such agreement must provide,*
 7 *in accordance with NRS 288.140, that every employee governed by*
 8 *the agreement is entitled to resign from the employee organization*
 9 *at any time, free of any obligation to pay dues accruing before, on*
 10 *or after the date of the resignation. Any agreement that conflicts*
 11 *with the provisions of this subsection is void.*

12 *2. Shall not provide paid leave or otherwise pay from public*
 13 *money any compensation or monetary benefits to or on behalf of*
 14 *any of its employees for time spent by an employee in performing*
 15 *duties or providing services for an employee organization.*

16 **Sec. 1.5.** NRS 288.034 is hereby amended to read as follows:

17 288.034 “Commissioner” means the Commissioner *or Deputy*
 18 *Commissioner* appointed by the Board.

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

20 288.075 1. “Supervisory employee” means †



1 ~~—(a) Any~~ **any** individual having authority in the interest of the
2 employer to hire, transfer, suspend, lay off, recall, promote,
3 discharge, assign, reward or discipline other employees or
4 responsibility to direct them, to adjust their grievances or effectively
5 to recommend such action, if in connection with the foregoing, the
6 exercise of such authority is not of a merely routine or clerical
7 nature, but requires the use of independent judgment. The exercise
8 of such authority shall not be deemed to place the employee in
9 supervisory employee status unless the exercise of such authority
10 occupies a significant portion of the employee's workday . ~~}; or~~

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

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

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

18 ~~—(3) Be consulted on decisions relating to collective~~
19 ~~bargaining;~~

20 ~~→ if, in connection with the foregoing, the exercise of such~~
21 ~~authority is not of a merely routine or clerical nature, but requires~~
22 ~~the use of independent judgment. The exercise of such authority~~
23 ~~shall not be deemed to place the employee in supervisory employee~~
24 ~~status unless the exercise of such authority occupies a significant~~
25 ~~portion of the employee's workday.]~~

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

29 **Sec. 2.5.** NRS 288.090 is hereby amended to read as follows:

30 288.090 1. The members of the Board shall annually elect
31 one of their number as Chair and one as Vice Chair. Any two
32 members of the Board constitute a quorum.

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

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

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

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

40 288.140 1. It is the right of every local government
41 employee, subject to the ~~limitations~~ **limitation** provided in
42 ~~subsections~~ **subsection** 3 , ~~and 4,~~ to join any employee
43 organization of the employee's choice , ~~or to~~ refrain from joining
44 any employee organization ~~};~~ **or resign from any employee**
45 **organization at any time, free of any obligation to pay dues**



1 *accruing before, on or after the date of the resignation. Any*
2 *agreement that conflicts with the provisions of this subsection is*
3 *void.* A local government employer shall not discriminate in any
4 way among its employees on account of membership or
5 nonmembership in an employee organization.

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

13 3. A police officer, sheriff, deputy sheriff or other law
14 enforcement officer may be a member of an employee organization
15 only if such employee organization is composed exclusively of law
16 enforcement officers.

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

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

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

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

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

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

39 288.150 1. Except as *otherwise* provided in subsection 4 ~~§~~
40 *and NRS 354.6241*, every local government employer shall
41 negotiate in good faith through one or more representatives of its
42 own choosing concerning the mandatory subjects of bargaining set
43 forth in subsection 2 with the designated representatives of the
44 recognized employee organization, if any, for each appropriate



- 1 bargaining unit among its employees. If either party so requests,
2 agreements reached must be reduced to writing.
- 3 2. The scope of mandatory bargaining is limited to:
- 4 (a) Salary or wage rates or other forms of direct monetary
5 compensation.
- 6 (b) Sick leave.
- 7 (c) Vacation leave.
- 8 (d) Holidays.
- 9 (e) Other paid or nonpaid leaves of absence.
- 10 (f) Insurance benefits.
- 11 (g) Total hours of work required of an employee on each
12 workday or workweek.
- 13 (h) Total number of days' work required of an employee in a
14 work year.
- 15 (i) Discharge and disciplinary procedures.
- 16 (j) Recognition clause.
- 17 (k) The method used to classify employees in the bargaining
18 unit.
- 19 (l) Deduction of dues for the recognized employee organization
20 **† pursuant to an agreement that is consistent with the provisions**
21 **of this chapter.**
- 22 (m) Protection of employees in the bargaining unit from
23 discrimination because of participation in recognized employee
24 organizations consistent with the provisions of this chapter.
- 25 (n) No-strike provisions consistent with the provisions of this
26 chapter.
- 27 (o) Grievance and arbitration procedures for resolution of
28 disputes relating to interpretation or application of collective
29 bargaining agreements.
- 30 (p) General savings clauses.
- 31 (q) Duration of collective bargaining agreements.
- 32 (r) Safety of the employee.
- 33 (s) Teacher preparation time.
- 34 (t) Materials and supplies for classrooms.
- 35 (u) The policies for the transfer and reassignment of teachers.
- 36 (v) Procedures for reduction in workforce consistent with the
37 provisions of this chapter.
- 38 (w) Procedures and requirements for the reopening of collective
39 bargaining agreements that exceed 1 year in duration for additional,
40 further, new or supplementary negotiations during periods of fiscal
41 emergency. The requirements for the reopening of a collective
42 bargaining agreement must include, without limitation, measures of
43 revenue shortfalls or reductions relative to economic indicators such
44 as the Consumer Price Index, as agreed upon by both parties.



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

4 (a) Except as otherwise provided in paragraph (u) of subsection
5 2, the right to hire, direct, assign or transfer an employee, but
6 excluding the right to assign or transfer an employee as a form of
7 discipline.

8 (b) The right to reduce in force or lay off any employee because
9 of *a lack of work , reduction or elimination of services, budgetary*
10 *reallocation of expenditures, loss of revenues* or lack of money, *or*
11 *whenever the local government employer determines that such*
12 *action is in the best interest of the local government employer,*
13 subject to paragraph (v) of subsection 2. *As used in this paragraph,*
14 *“loss of revenues” includes, without limitation, any reduction in*
15 *revenues from taxation or any decline in revenues resulting from*
16 *the termination or expiration of a grant.*

17 (c) The right to determine:

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

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

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

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

25 (d) Safety of the public.

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

35 5. The provisions of this chapter, including without limitation
36 the provisions of this section, recognize and declare the ultimate
37 right and responsibility of the local government employer to manage
38 its operation in the most efficient manner consistent with the best
39 interests of all its citizens, its taxpayers and its employees.

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



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

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

4 288.151 1. *Except as otherwise provided in subsection 2, if*
5 *a local government employer determines that a layoff or reduction*
6 *in its workforce is in the best interest of the local government*
7 *employer, the local government employer, in determining whether*
8 *to lay off an employee, may consider, without limitation:*

9 (a) *The needs of the local government employer;*

10 (b) *The performance and any evaluations of the employee;*

11 (c) *Any special skills or qualifications of the employee or any*
12 *license held by the employee;*

13 (d) *Any record of disciplinary action taken against the*
14 *employee; and*

15 (e) *The seniority of the employee.*

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 firefighter above the rank of fire captain.*

7 (c) *A police officer above the rank of lieutenant.*

8 (d) *A school administrator above the rank of principal,*
9 *including, without limitation, a superintendent, associate*
10 *superintendent, assistant superintendent or any school*
11 *administrator designated as a chief or assistant chief. Any*
12 *employee described in this paragraph is entitled to participate in*
13 *any plan to provide benefits for the bargaining unit of which he or*
14 *she would otherwise be a member.*

15 (e) *An administrative employee.*

16 (f) *An attorney who is assigned to a civil or criminal law*
17 *division, department or agency.*

18 (g) *A doctor or physician.*

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

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

25 4. If any employee organization is aggrieved by the
26 determination of a bargaining unit, it may appeal to the Board.
27 Subject to judicial review, the decision of the Board is binding upon
28 the local government employer and employee organizations
29 involved. The Board shall apply the same criterion as specified in
30 subsection 1.

31 ~~†6.†~~ 5. As used in this section:

32 (a) "Confidential employee" means an employee who is
33 involved in the decisions of management affecting collective
34 bargaining ~~††~~ *or whose duties entail access to proprietary or*
35 *confidential information.*

36 (b) ~~†"Supervisory employee" means a supervisory employee~~
37 ~~described in paragraph (a) of subsection 1 of NRS 288.075.†~~
38 *"Doctor or physician" means a physician, homeopathic physician,*
39 *osteopathic physician, chiropractic physician, doctor of Oriental*
40 *medicine, podiatric physician or practitioner of optometry, as*
41 *those terms are defined or used, respectively, in NRS 630.014,*
42 *630A.050 or 633.091 or chapter 634, 634A, 635 or 636 of NRS.*

43 (c) "Firefighter" means a salaried or hourly employee of a fire
44 prevention or suppression unit organized by a political subdivision
45 of the State whose principal duty is to control and extinguish fires.



1 ***(d) "Police officer" means a salaried or hourly employee of a***
2 ***police department or other law enforcement agency organized by a***
3 ***political subdivision of the State whose principal duty is to enforce***
4 ***the law.***

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

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

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

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

28 4. ***If the parties reach agreement through negotiations 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 contract must be effective retroactively to the expiration***
33 ***date of the last contract unless the parties otherwise agree. The***
34 ***parties may agree to:***

35 ***(a) Include in or exclude from the new contract any term or***
36 ***condition of employment; and***

37 ***(b) Make any such term or condition of employment effective***
38 ***prospectively or retroactively.***

39 5. ***If the parties are unable to reach agreement through***
40 ***negotiations, the governing body of the local government employer***
41 ***shall:***

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



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

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

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

10 288.190 ~~{Except in cases to which NRS 288.205 and 288.215~~
11 ~~apply.}~~

12 1. Anytime before March 1, the dispute may be submitted to a
13 mediator, if both parties agree. Anytime after March 1, either party
14 involved in negotiations may request a mediator. If the parties do
15 not agree upon a mediator, the Commissioner shall submit to the
16 parties a list of seven potential mediators. The parties shall select
17 their mediator from the list by alternately striking one name until the
18 name of only one mediator remains, who will be the mediator to
19 hear the dispute. The employee organization shall strike the first
20 name.

21 2. If mediation is agreed to or requested pursuant to subsection
22 1, the mediator must be selected at the time the parties agree upon a
23 mediator or, if the parties do not agree upon a mediator, within 5
24 days after the parties receive the list of potential mediators from the
25 Commissioner.

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

32 4. The local government employer and employee organization
33 each shall pay one-half of the cost of mediation. Each party shall
34 pay its own costs of preparation and presentation of its case in
35 mediation.

36 5. *If the parties reach agreement through mediation during*
37 *the term of an existing contract between the parties, the new*
38 *contract must become effective upon the expiration of the existing*
39 *contract. If the parties reach agreement after the end of that term,*
40 *the new agreement must be effective retroactively to the expiration*
41 *date of the last contract unless the parties otherwise agree.*

42 6. If the dispute is submitted to a mediator and then submitted
43 to a fact finder ~~{, the}~~:

44 *(a) The governing body of the local government employer*
45 *shall:*



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

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

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

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

10 288.200 ~~{Except in cases to which NRS 288.205 and 288.215,~~
11 ~~or NRS 288.217 apply:}~~

12 1. If:

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

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

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

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

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

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



* A B 1 8 2 R 1 *

1 5. ~~{The parties to the dispute may agree, before}~~ *Before* the
2 submission of the dispute to fact-finding, *the governing body or the*
3 *chief executive officer of the local government employer if*
4 *specifically authorized by the governing body:*

5 (a) *May elect* to make the findings and recommendations on all
6 or any specified issues final and binding on the parties.

7 (b) *Shall elect to make the provisions of subsection 6 or 7*
8 *applicable to the fact-finding and the findings and*
9 *recommendations of the fact finder.*

10 6. ~~{If the parties do not agree on whether to make the findings~~
11 ~~and recommendations of the fact finder final and binding, either~~
12 ~~party may request the formation of a panel to determine whether the~~
13 ~~findings and recommendations of a fact finder on all or any~~
14 ~~specified issues in a particular dispute which are within the scope of~~
15 ~~subsection 11 are to be final and binding. The determination must be~~
16 ~~made upon the concurrence of at least two members of the panel and~~
17 ~~not later than the date which is 30 days after the date on which the~~
18 ~~matter is submitted to the panel, unless that date is extended by the~~
19 ~~Commissioner of the Board. Each panel shall, when making its~~
20 ~~determination, consider whether the parties have bargained in good~~
21 ~~faith and whether it believes the parties can resolve any remaining~~
22 ~~issues. Any panel may also consider the actions taken by the parties~~
23 ~~in response to any previous fact finding between these parties, the~~
24 ~~best interests of the State and all its citizens, the potential fiscal~~
25 ~~effect both within and outside the political subdivision, and any~~
26 ~~danger to the safety of the people of the State or a political~~
27 ~~subdivision.}~~ *If the governing body or chief executive officer of the*
28 *local government employer has elected pursuant to subsection 5*
29 *to make the provisions of this subsection applicable, each of the*
30 *parties shall, at the conclusion of the hearing, submit a single*
31 *written statement containing its final offer for all of the*
32 *unresolved issues. Within 10 days after the final offers are*
33 *submitted, the fact finder shall accept one of the written*
34 *statements in its entirety on the basis of the criteria provided in*
35 *subsection 9, and report the decision to the parties.*

36 7. *If the governing body or chief executive officer of the local*
37 *government employer has elected pursuant to subsection 5 to*
38 *make the provisions of this subsection applicable, each of the*
39 *parties shall, at the conclusion of the hearing, submit a final*
40 *written offer for each unresolved issue. Within 10 days after the*
41 *final offers are submitted, the fact finder shall, for each such*
42 *issue, accept one of the written statements on the basis of the*
43 *criteria provided in subsection 9, and report the decision to the*
44 *parties.*



1 **8. Before the fact finder makes a recommendation or award,**
2 **the governing body of the local government employer shall:**

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

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

8 ~~7.1~~ **9. Except as otherwise provided in subsection ~~10.1~~ 12,**
9 **any fact finder, whether the fact finder's recommendations are to be**
10 **binding or not, shall base such recommendations or award on the**
11 **following criteria:**

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

19 **(b) Once the fact finder has determined in accordance with**
20 **paragraph (a) that there is a current financial ability to grant**
21 **monetary benefits, and subject to the provisions of paragraph (c),**
22 **the fact finder shall consider, to the extent appropriate,**
23 **compensation of other government employees ~~1.1~~ and employees in**
24 **private employment, both in and out of the State and use normal**
25 **criteria for interest disputes regarding the terms and provisions to be**
26 **included in an agreement in assessing the reasonableness of the**
27 **position of each party as to each issue in dispute and the fact finder**
28 **shall consider whether the Board found that either party had**
29 **bargained in bad faith.**

30 **(c) A consideration of funding for the current year being**
31 **negotiated. If the parties mutually agree to ~~arbitrate~~ conduct fact-**
32 **finding relating to a multiyear contract, the fact finder must**
33 **consider the ability to pay over the life of the contract being**
34 **negotiated or arbitrated.**

35 **↳ The fact finder's report must contain the facts upon which the**
36 **fact finder based the fact finder's determination of financial ability**
37 **to grant monetary benefits and the fact finder's recommendations or**
38 **award.**

39 ~~8.1~~ **10. Within 45 days after the receipt of the report from the**
40 **fact finder, the governing body of the local government employer**
41 **shall hold a public meeting in accordance with the provisions of**
42 **chapter 241 of NRS. The meeting must include a discussion of:**

43 **(a) The issues of the parties submitted ~~pursuant to subsection~~**
44 **~~3.1~~ to the fact finder;**



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

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

6 ➔ The fact finder must not be asked to discuss the decision during
7 the meeting.

8 ~~10.1~~ **11.** The chief executive officer of the local government
9 shall report to the local government the fiscal impact of the findings
10 and recommendations. The report must include, without limitation,
11 an analysis of the impact of the findings and recommendations on
12 compensation and reimbursement, funding, benefits, hours, working
13 conditions or other terms and conditions of employment.

14 ~~10.1~~ **12.** Any sum of money which is maintained in a fund
15 whose balance is required by law to be:

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

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

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

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

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

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

30 ~~➔ This subsection does not preclude the voluntary submission of
31 other issues by the parties pursuant to subsection 5.]~~

32 **13.** *If the findings and recommendations of the fact finder
33 are binding pursuant to subsection 5 and are made during the
34 term of an existing contract between the parties, the findings and
35 recommendations must become effective upon the expiration of
36 the existing contract. If the findings and recommendations are
37 made after the end of that term, they must be effective retroactively
38 to the expiration date of the last contract between the parties
39 unless the parties otherwise agree.*

40 **Sec. 11.** (Deleted by amendment.)

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

42 353.264 1. The Reserve for Statutory Contingency Account
43 is hereby created in the State General Fund.



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

4 (a) The payment of claims which are obligations of the State
5 pursuant to NRS 41.03435, 41.0347, 621.025, 176.485, 179.310,
6 212.040, 212.050, 212.070, 281.174, 282.290, 282.315, ~~288.203,~~
7 293.253, 293.405, 353.120, 353.262, 412.154 and 475.235;

8 (b) The payment of claims which are obligations of the State
9 pursuant to:

10 (1) Chapter 472 of NRS arising from operations of the
11 Division of Forestry of the State Department of Conservation and
12 Natural Resources directly involving the protection of life and
13 property; and

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

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

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

26 3. The State Board of Examiners may authorize its Clerk or a
27 person designated by the Clerk, under such circumstances as it
28 deems appropriate, to approve, on behalf of the Board, the payment
29 of claims from the Reserve for Statutory Contingency Account. For
30 the purpose of exercising any authority granted to the Clerk of the
31 State Board of Examiners or to the person designated by the Clerk
32 pursuant to this subsection, any statutory reference to the State
33 Board of Examiners relating to such a claim shall be deemed to refer
34 to the Clerk of the Board or the person designated by the Clerk.

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

36 354.6241 1. The statement required by paragraph (a) of
37 subsection 5 of NRS 354.624 must indicate for each fund set forth
38 in that paragraph:

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

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

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



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

3 (e) The statutory and regulatory requirements applicable to the
4 fund.

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

6 2. Except as otherwise provided in *subsection 3 and* NRS
7 354.59891 and 354.613, to the extent that the reserve in any fund set
8 forth in paragraph (a) of subsection 5 of NRS 354.624 exceeds the
9 amount that is reasonable and necessary to carry out the purposes
10 for which the fund was created, the reserve may be expended by the
11 local government pursuant to the provisions of chapter 288 of NRS.

12 *3. For the purposes of chapter 288 of NRS, a budgeted*
13 *ending fund balance of not more than 25 percent of the total*
14 *budgeted expenditures, less capital outlay, for a general or special*
15 *revenue fund that receives revenue from property taxes or the*
16 *Local Government Tax Distribution Account:*

17 *(a) Is not subject to negotiations with an employee*
18 *organization; and*

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

22 **Sec. 13.3.** NRS 391.168 is hereby amended to read as follows:
23 391.168 1. The board of trustees of each school district shall:

24 (a) Establish a program of performance pay and enhanced
25 compensation for the recruitment and retention of licensed teachers
26 and administrators which must be negotiated pursuant to chapter
27 288 of NRS ~~H~~, *insofar as the provisions of that chapter apply to*
28 *those employees;* and

29 (b) Commencing with the 2015-2016 school year, implement
30 the program established pursuant to paragraph (a).

31 2. The program of performance pay and enhanced
32 compensation established by a school district pursuant to subsection
33 1 must have as its primary focus the improvement in the academic
34 achievement of pupils and must give appropriate consideration to
35 implementation in at-risk schools. In addition, the program may
36 include, without limitation, the following components:

37 (a) Career leadership advancement options to maximize the
38 retention of teachers in the classroom and the retention of
39 administrators;

40 (b) Professional development;

41 (c) Group incentives; and

42 (d) Multiple assessments of individual teachers and
43 administrators, with primary emphasis on individual pupil
44 improvement and growth in academic achievement, including,
45 without limitation, portfolios of instruction, leadership and



1 professional growth, and other appropriate measures of teacher and
2 administrator performance which must be considered.

3 **Sec. 13.5.** 1. There is hereby appropriated from the State
4 General Fund to the Local Government Employee-Management
5 Relations Board the sum of \$300,000 for the purpose of employing
6 a Deputy Commissioner pursuant to NRS 288.090, as amended by
7 section 2.5 of this act.

8 2. Any remaining balance of the appropriation made by
9 subsection 1 must not be committed for expenditure after June 30,
10 2017, by the entity to which the appropriation is made or any entity
11 to which money from the appropriation is granted or otherwise
12 transferred in any manner, and any portion of the appropriated
13 money remaining must not be spent for any purpose after
14 September 15, 2017, by either the entity to which the money was
15 appropriated or the entity to which the money was subsequently
16 granted or transferred, and must be reverted to the State General
17 Fund on or before September 15, 2017.

18 **Sec. 14.** 1. Except as otherwise provided in subsection 2,
19 insofar as they conflict with the provisions of such an agreement,
20 the amendatory provisions of this act do not apply during the current
21 term of any:

22 (a) Agreement described in section 1 of this act;

23 (b) Agreement described in subsection 1 of NRS 288.140, as
24 amended by section 3 of this act; or

25 (c) Collective bargaining agreement,

26 entered into before July 1, 2015, but do apply to any extension or
27 renewal of such an agreement and to any agreement entered into on
28 or after July 1, 2015. For the purposes of this subsection, the term of
29 an agreement ends on the date provided in the agreement,
30 notwithstanding any provision of the agreement that it remains in
31 effect, in whole or in part, after that date until a successor agreement
32 becomes effective.

33 2. The provisions of paragraph (f) of subsection 3 of NRS
34 288.170, as amended by section 7 of this act, do not apply with
35 respect to an attorney assigned to a civil law division for the
36 duration of a collective bargaining agreement to which the attorney
37 is a party as of July 1, 2011.

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

40 **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.

