

ASSEMBLY BILL NO. 280—ASSEMBLYMEN NELSON, DICKMAN,
JONES, WHEELER; ELLISON, GARDNER AND TITUS

MARCH 13, 2015

JOINT SPONSOR: SENATOR GUSTAVSON

Referred to Committee on Government Affairs

SUMMARY—Revises provisions relating to relations between local governments and public employees. (BDR 23-858)

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

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

AN ACT relating to relations between local governments and public employees; providing for the expiration of collective bargaining agreements between local governments and employee organizations; authorizing a local government to choose not to negotiate with an employee organization; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Under existing law, a local government employer is required to bargain collectively with an employee organization concerning certain matters. In certain circumstances, if negotiations do not lead to an agreement, the parties may be subject to binding fact-finding or arbitration. (Chapter 288 of NRS) This bill amends the provisions governing collective bargaining to give a local government employer the option of choosing not to negotiate with an employee organization and instead to prescribe terms and conditions of employment that are otherwise subject to mandatory bargaining.

Sections 2 and 15 of this bill provide that any collective bargaining agreement entered into pursuant to chapter 288 of NRS expires at the end of the term stated in the agreement, notwithstanding any provision of the agreement that the agreement remains in effect until a successor agreement becomes effective.

Existing law requires a local government employer to begin negotiations with an employee organization when notified by the employee organization of the organization's desire to negotiate. (NRS 288.180) **Section 5** of this bill requires a local government employer to provide the employee organization with written notice of whether the local government employer intends to negotiate with the employee organization. If the local government employer notifies the employee



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organization that it does not intend to negotiate, the local government employer may prescribe terms and conditions of employment that are otherwise subject to mandatory collective bargaining. If such an employer and the employee organization are operating under an existing collective bargaining agreement, **section 3** of this bill provides that the terms and conditions become effective upon the expiration of the agreement. The local government employer and the employee organization or another recognized employee organization may subsequently agree to negotiate a collective bargaining agreement in accordance with chapter 288.

Under **section 5**, if the local government employer provides no timely notice or provides notice that it intends to negotiate with the employee organization, the parties must promptly begin negotiating and the existing provisions of chapter 288 govern the relationship of the parties.

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

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

Sec. 2. *A collective bargaining agreement negotiated pursuant to this chapter expires at the end of the term stated in the agreement, notwithstanding any provision of the agreement that the agreement remains effective, in whole or in part, after the end of that term until a successor agreement becomes effective.*

Sec. 3. 1. *If a collective bargaining agreement is in effect between a local government employer and an employee organization and the local government employer gives notice pursuant to NRS 288.180 that it does not intend to negotiate with the employee organization:*

(a) The collective bargaining agreement remains in effect until it expires in accordance with section 2 of this act; and

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

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

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

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



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

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

2. The scope of mandatory bargaining is limited to:

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

(b) Sick leave.

(c) Vacation leave.

(d) Holidays.

(e) Other paid or nonpaid leaves of absence.

(f) Insurance benefits.

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

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

(i) Discharge and disciplinary procedures.

(j) Recognition clause.

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

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

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

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

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

(p) General savings clauses.

(q) Duration of collective bargaining agreements.

(r) Safety of the employee.

(s) Teacher preparation time.

(t) Materials and supplies for classrooms.

(u) The policies for the transfer and reassignment of teachers.

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

(w) Procedures and requirements for the reopening of collective bargaining agreements that exceed 1 year in duration for additional, further, new or supplementary negotiations during periods of fiscal



1 emergency. The requirements for the reopening of a collective
2 bargaining agreement must include, without limitation, measures of
3 revenue shortfalls or reductions relative to economic indicators such
4 as the Consumer Price Index, as agreed upon by both parties.

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

8 (a) Except as otherwise provided in paragraph (u) of subsection
9 2, the right to hire, direct, assign or transfer an employee, but
10 excluding the right to assign or transfer an employee as a form of
11 discipline.

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

15 (c) The right to determine:

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

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

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

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

23 (d) Safety of the public.

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

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

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

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



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

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

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

3. ~~[The]~~ *Not later than 15 days after the date of the notice provided for in subsection 2, the local government employer shall give written notice to the employee organization of whether the local government employer intends to negotiate with the employee organization pursuant to this chapter.*

4. *Notwithstanding any other provision of law requiring or referring to negotiations or an agreement negotiated pursuant to this chapter, if the local government employer gives notice that it does not intend to negotiate with the employee organization, the local government employer is not required to negotiate any matter with the employee organization and may prescribe terms and conditions of employment for the employees represented by the employee organization, subject to the provisions of section 3 of this act.*

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

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



discussion is exempt from all requirements of notice or time schedule.

Sec. 6. NRS 288.190 is hereby amended to read as follows:

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

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

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

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

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

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

Sec. 7. NRS 288.195 is hereby amended to read as follows:

288.195 Whenever an employee organization enters into negotiations with a local government employer, pursuant to NRS 288.140 to 288.220, inclusive, *and sections 2 and 3 of this act*, such employee organization may be represented by an attorney licensed to practice law in the State of Nevada.

Sec. 8. NRS 288.200 is hereby amended to read as follows:

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



1 1. If:

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

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

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

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

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

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

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

37 6. If the parties do not agree on whether to make the findings
38 and recommendations of the fact finder final and binding, either
39 party may request the formation of a panel to determine whether the
40 findings and recommendations of a fact finder on all or any
41 specified issues in a particular dispute which are within the scope of
42 subsection 11 are to be final and binding. The determination must be
43 made upon the concurrence of at least two members of the panel and
44 not later than the date which is 30 days after the date on which the
45 matter is submitted to the panel, unless that date is extended by the



Commissioner of the Board. Each panel shall, when making its determination, consider whether the parties have bargained in good faith and whether it believes the parties can resolve any remaining issues. Any panel may also consider the actions taken by the parties in response to any previous fact-finding between these parties, the best interests of the State and all its citizens, the potential fiscal effect both within and outside the political subdivision, and any danger to the safety of the people of the State or a political subdivision.

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

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

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

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

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

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

(a) The issues of the parties submitted pursuant to subsection 3;

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



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

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

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

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

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

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

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

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

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

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

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

Sec. 9. NRS 288.215 is hereby amended to read as follows:

288.215 1. As used in this section:

(a) "Firefighters" means those persons who are salaried employees of a fire prevention or suppression unit organized by a political subdivision of the State and whose principal duties are controlling and extinguishing fires.

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

2. The provisions of this section apply only to firefighters and police officers and their local government employers ~~and~~ *and only if a local government employer and an employee organization representing firefighters or police officers are negotiating pursuant to this chapter.*



3. If the parties have not agreed to make the findings and recommendations of the fact finder final and binding upon all issues, and do not otherwise resolve their dispute, they shall, within 10 days after the fact finder's report is submitted, submit the issues remaining in dispute to an arbitrator who must be selected in the manner provided in NRS 288.200 and have the same powers provided for fact finders in NRS 288.210.

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

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

(a) The parties to the dispute; or

(b) Any interested person.

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

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

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

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

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

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

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



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

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

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

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

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

(a) The issues submitted pursuant to subsection 3;

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

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

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

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

Sec. 10. NRS 288.217 is hereby amended to read as follows:

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

2. If the parties to a negotiation pursuant to this section have failed to reach an agreement after at least four sessions of negotiation, either party may declare the negotiations to be at an impasse and, after 5 days' written notice is given to the other party, submit the issues remaining in dispute to an arbitrator. The arbitrator must be selected in the manner provided in subsection 2 of NRS 288.200 and has the powers provided for fact finders in NRS 288.210.

3. The arbitrator shall, within 30 days after the arbitrator is selected, and after 7 days' written notice is given to the parties, hold



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

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

7 5. A determination of the financial ability of a school district
8 must be based on:

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

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

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

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

27 7. If the parties do not enter into negotiations or do not agree
28 within 30 days after the hearing held pursuant to subsection 3, each
29 of the parties shall submit a single written statement containing its
30 final offer for each of the unresolved issues.

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

38 9. The decision of the arbitrator must include a statement:

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

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

43 10. Within 45 days after the receipt of the decision from the
44 arbitrator, the board of trustees of the school district shall hold a



public meeting in accordance with the provisions of chapter 241 of NRS. The meeting must include a discussion of:

- (a) The issues submitted pursuant to subsection 2;
- (b) The statement of the arbitrator pursuant to subsection 9; and
- (c) The overall fiscal impact of the decision which must not include a discussion of the details of the decision.

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

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

12. As used in this section:

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

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

Sec. 11. NRS 288.270 is hereby amended to read as follows:

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

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

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

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

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

(e) ~~Refuse~~ *If the local government employer has provided notice to an employee organization pursuant to NRS 288.180 that it intends to negotiate with the employee organization, refuse* to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter.

(f) Discriminate because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.



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

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

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

(b) ~~{Refuse}~~ *If a local government employer has provided notice to an employee organization pursuant to NRS 288.180 that it intends to negotiate with the employee organization, refuse* to bargain collectively in good faith with the local government employer, if it is an exclusive representative, as required in NRS 288.150. Bargaining collectively includes the entire bargaining process, including mediation and fact-finding, provided for in this chapter.

(c) Discriminate because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

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

Sec. 12. NRS 386.595 is hereby amended to read as follows:

386.595 1. All employees of a charter school shall be deemed public employees.

2. The governing body of a charter school may make all decisions concerning the terms and conditions of employment with the charter school and any other matter relating to employment with the charter school. In addition, the governing body may make all employment decisions with regard to its employees pursuant to NRS 391.311 to 391.3197, inclusive, unless a collective bargaining agreement entered into by the governing body pursuant to chapter 288 of NRS contains separate provisions relating to the discipline of licensed employees of a school.

3. Upon the request of the governing body of a charter school, the board of trustees of a school district shall, with the permission of the licensed employee who is seeking employment with the charter school, transmit to the governing body a copy of the employment record of the employee that is maintained by the school district. The employment record must include, without limitation, each evaluation of the licensed employee conducted by the school district and any disciplinary action taken by the school district against the licensed employee.

4. Except as otherwise provided in this subsection, if the written charter of a charter school is revoked or a charter contract is terminated, as applicable, or if a charter school ceases to operate as a charter school, the licensed employees of the charter school must be reassigned to employment within the school district in accordance with ~~{the}~~ *any* applicable collective bargaining agreement. A school district is not required to reassign a licensed



employee of a charter school pursuant to this subsection if the employee:

(a) Was not granted a leave of absence by the school district to accept employment at the charter school pursuant to subsection 5;

(b) Was granted a leave of absence by the school district and did not submit a written request to return to employment with the school district in accordance with subsection 5; or

(c) Does not comply with or is otherwise not eligible to return to employment pursuant to subsection 6, including, without limitation, the refusal of the licensed employee to allow the school district to obtain the employment record of the employee that is maintained by the charter school.

5. The board of trustees of a school district shall grant a leave of absence, not to exceed 3 years, to any licensed employee who is employed by the board of trustees who requests such a leave of absence to accept employment with a charter school. After the first school year in which a licensed employee is on a leave of absence, the employee may return to a comparable teaching position with the board of trustees. After the third school year, a licensed employee shall either submit a written request to return to a comparable teaching position or resign from the position for which the employee's leave was granted. The board of trustees shall grant a written request to return to a comparable position pursuant to this subsection even if the return of the licensed employee requires the board of trustees to reduce the existing workforce of the school district. The board of trustees is not required to accept the return of the licensed employee if the employee does not comply with or is otherwise not eligible to return to employment pursuant to subsection 6, including, without limitation, the refusal of the licensed employee to allow the school district to obtain the employment record of the employee that is maintained by the charter school. The board of trustees may require that a request to return to a comparable teaching position submitted pursuant to this subsection be submitted at least 90 days before the employee would otherwise be required to report to duty.

6. Upon the request of the board of trustees of a school district, the governing body of a charter school shall, with the permission of the licensed employee who is granted a leave of absence from the school district pursuant to this section, transmit to the school district a copy of the employment record of the employee that is maintained by the charter school before the return of the employee to employment with the school district pursuant to subsection 4 or 5. The employment record must include, without limitation, each evaluation of the licensed employee conducted by the charter school and any disciplinary action taken by the charter school against the



1 licensed employee. Before the return of the licensed employee, the
2 board of trustees of the school district may conduct an investigation
3 into any misconduct of the licensed employee during the leave of
4 absence from the school district and take any appropriate
5 disciplinary action as to the status of the person as an employee of
6 the school district, including, without limitation:

7 (a) The dismissal of the employee from employment with the
8 school district; or

9 (b) Upon the employee's return to employment with the school
10 district, documentation of the disciplinary action taken against the
11 employee into the employment record of the employee that is
12 maintained by the school district.

13 7. If a school district conducts an investigation pursuant to
14 subsection 6:

15 (a) The licensed employee is not entitled to return to
16 employment with the school district until the investigation is
17 complete; and

18 (b) The investigation must be conducted within a reasonable
19 time.

20 8. A licensed employee who is on a leave of absence from a
21 school district pursuant to this section:

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

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

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

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

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

43 11. For all employees of a charter school:

44 (a) The compensation that a teacher or other school employee
45 would have received if he or she were employed by the school



1 district must be used to determine the appropriate levels of
2 contribution required of the employee and employer for purposes of
3 the Public Employees' Retirement System.

4 (b) The compensation that is paid to a teacher or other school
5 employee that exceeds the compensation that the employee would
6 have received if he or she were employed by the school district must
7 not be included for the purposes of calculating future retirement
8 benefits of the employee.

9 12. If the board of trustees of a school district in which a
10 charter school is located manages a plan of group insurance for its
11 employees, the governing body of the charter school may negotiate
12 with the board of trustees to participate in the same plan of group
13 insurance that the board of trustees offers to its employees. If the
14 employees of the charter school participate in the plan of group
15 insurance managed by the board of trustees, the governing body of
16 the charter school shall:

17 (a) Ensure that the premiums for that insurance are paid to the
18 board of trustees; and

19 (b) Provide, upon the request of the board of trustees, all
20 information that is necessary for the board of trustees to provide the
21 group insurance to the employees of the charter school.

22 **Sec. 13.** NRS 391.160 is hereby amended to read as follows:

23 391.160 1. The salaries of teachers and other employees must
24 be determined by the character of the service required. A school
25 district shall not discriminate between male and female employees
26 in the matter of salary.

27 2. Each year when determining the salary of a teacher who
28 holds certification issued by the National Board for Professional
29 Teaching Standards, a school district shall add 5 percent to the
30 salary that the teacher would otherwise receive in 1 year for the
31 teacher's classification on the schedule of salaries for the school
32 district if:

33 (a) On or before January 31 of the school year, the teacher has
34 submitted evidence satisfactory to the school district of his or her
35 current certification; and

36 (b) The teacher is assigned by the school district to provide
37 classroom instruction during that school year.

38 ➤ No increase in salary may be given pursuant to this subsection
39 during a particular school year to a teacher who submits evidence of
40 certification after January 31 of that school year. For the first school
41 year that a teacher submits evidence of his or her current
42 certification, the board of trustees of the school district to whom the
43 evidence was submitted shall pay the increase in salary required by
44 this subsection retroactively to the beginning of that school year.
45 Once a teacher has submitted evidence of such certification to the



1 school district, the school district shall retain the evidence in its
2 records, as applicable, for future school years. An increase in salary
3 given in accordance with this subsection is in addition to any other
4 increase to which the teacher may otherwise be entitled.

5 3. Each year when determining the salary of a person who is
6 employed by a school district as a speech pathologist, the school
7 district shall add 5 percent to the salary that the employee would
8 otherwise receive in 1 year for the employee's classification on the
9 schedule of salaries for the school district if:

10 (a) On or before September 15 of the school year, the employee
11 has submitted evidence satisfactory to the school district of the
12 employee's:

13 (1) Licensure as a speech pathologist by the Board of
14 Examiners for Audiology and Speech Pathology; and

15 (2) Certification as being clinically competent in speech-
16 language pathology by:

17 (I) The American Speech-Language-Hearing Association;
18 or

19 (II) A successor organization to the American Speech-
20 Language-Hearing Association that is recognized and determined to
21 be acceptable by the Board of Examiners for Audiology and Speech
22 Pathology; and

23 (b) The employee is assigned by the school district to serve as a
24 speech pathologist during the school year.

25 ➤ No increase in salary may be given pursuant to this subsection
26 during a particular school year to an employee who submits
27 evidence of licensure and certification after September 15 of that
28 school year. Once an employee has submitted evidence of such
29 licensure and certification to the school district, the school district
30 shall retain the evidence in its records, as applicable, for future
31 school years. An increase in salary given in accordance with this
32 subsection is in addition to any other increase to which the
33 employee may otherwise be entitled.

34 4. Each year when determining the salary of a person who is
35 employed by a school district as a professional school library media
36 specialist, the school district shall add 5 percent to the salary that the
37 employee would otherwise receive in 1 year for the employee's
38 classification on the schedule of salaries of the school district if:

39 (a) On or before September 15 of the school year, the employee
40 has submitted evidence satisfactory to the school district of the
41 employee's current certification as a professional school library
42 media specialist issued by the National Board for Professional
43 Teaching Standards; and

44 (b) The employee is assigned by the school district to serve as a
45 professional school library media specialist during that school year.



1 ➡ No increase in salary may be given pursuant to this subsection
2 during a particular school year to an employee who submits
3 evidence of certification after September 15 of that school year.
4 Once an employee has submitted evidence of such certification to
5 the school district, the school district shall retain the evidence in its
6 records, as applicable, for future school years. An increase in salary
7 given in accordance with this subsection is in addition to any other
8 increase to which the employee may otherwise be entitled.

9 5. In determining the salary of a licensed teacher who is
10 employed by a school district after the teacher has been employed
11 by another school district in this State, the present employer shall,
12 except as otherwise provided in subsection 8:

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

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

19 (c) Place the teacher on the schedule of salaries of the school
20 district in a classification that is commensurate with the level of
21 education acquired by the teacher, as set forth in ~~the~~ any
22 applicable negotiated agreement with the present employer.

23 6. A school district may give the credit required by subsection
24 5 for previous teaching service earned in another state if the
25 Commission has approved the standards for licensing teachers of
26 that state. The Commission shall adopt regulations that establish the
27 criteria by which the Commission will consider the standards for
28 licensing teachers of other states for the purposes of this subsection.
29 The criteria may include, without limitation, whether the
30 Commission has authorized reciprocal licensure of educational
31 personnel from the state under consideration.

32 7. In determining the salary of a licensed administrator, other
33 than the superintendent of schools, who is employed by a school
34 district after the administrator has been employed by another school
35 district in this State, the present employer shall, except as otherwise
36 provided in subsection 8:

37 (a) Give the administrator the same credit for previous
38 administrative service as the administrator was receiving from the
39 administrator's former employer, at the end of his or her former
40 employment;

41 (b) Give the administrator credit for the administrator's final
42 year of service with his or her former employer, if credit for that
43 service is not otherwise included in the credit given pursuant to
44 paragraph (a); and



(c) Place the administrator on the schedule of salaries of the school district in a classification that is comparable to the classification the administrator had attained on the schedule of salaries of the administrator's former employer.

8. This section does not:

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

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

9. As used in this section:

(a) "Previous administrative service" means the total of:

(1) Any period of administrative service for which an administrator received credit from the administrator's former employer at the beginning of his or her former employment; and

(2) The administrator's period of administrative service in his or her former employment.

(b) "Previous teaching service" means the total of:

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

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

Sec. 14. NRS 391.180 is hereby amended to read as follows:

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

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

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

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

5. Boards of trustees shall either prescribe by regulation or negotiate pursuant to chapter 288 of NRS, with respect to sick leave, accumulation of sick leave, payment for unused sick leave, sabbatical leave, personal leave, professional leave, military leave



1 and such other leave as they determine to be necessary or desirable
2 for employees. In addition, boards of trustees may either prescribe
3 by regulation or negotiate pursuant to chapter 288 of NRS with
4 respect to the payment of unused sick leave to licensed teachers in
5 the form of purchase of service pursuant to subsection 4 of NRS
6 286.300. The amount of service so purchased must not exceed the
7 number of hours of unused sick leave or 1 year, whichever is less.

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

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

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

30 7. Subject to the provisions of subsection 8:

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

35 (b) If, on account of sickness, epidemic or other emergency in
36 the community, a longer intermission is ordered by the board of
37 trustees of a school district, the governing body of a charter school
38 or a board of health and the intermission or closing does not exceed
39 30 days at any one time, there may be no deduction or
40 discontinuance of salaries.

41 8. If the board of trustees of a school district or the governing
42 body of a charter school orders an extension of the number of days
43 of school to compensate for the days lost as the result of an
44 intermission because of those reasons contained in paragraph (b) of
45 subsection 7, an employee may be required to render his or her



1 services to the school district or charter school during that extended
2 period. If the salary of the employee was continued during the
3 period of intermission as provided in subsection 7, the employee is
4 not entitled to additional compensation for services rendered during
5 the extended period.

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

8 (a) The board of trustees of a school district pursuant to chapter
9 288 of NRS; or

10 (b) The governing body of a charter school pursuant to
11 NRS 386.595,

12 ➤ the provisions of the agreement or contract regarding that subject
13 supersede any conflicting provisions of this section or of a
14 regulation of the board of trustees.

15 **Sec. 15.** Any collective bargaining agreement entered into
16 pursuant to chapter 288 of NRS and effective on July 1, 2015,
17 expires at the end of the term stated in the agreement,
18 notwithstanding any provision of the agreement that the agreement
19 remains in effect, in whole or in part, after the end of that term until
20 a successor agreement becomes effective.

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

