

**Amendment No. 489**

Assembly Amendment to Assembly Bill No. 280 (BDR 23-858)

**Proposed by:** Assembly Committee on Government Affairs

**Amends:** Summary: Yes Title: Yes Preamble: No Joint Sponsorship: No Digest: Yes

Adoption of this amendment will ADD an appropriation where one does not currently exist in A.B. 280.

| ASSEMBLY ACTION |                          | Initial and Date              | SENATE ACTION |                          | Initial and Date              |
|-----------------|--------------------------|-------------------------------|---------------|--------------------------|-------------------------------|
| Adopted         | <input type="checkbox"/> | Lost <input type="checkbox"/> | Adopted       | <input type="checkbox"/> | Lost <input type="checkbox"/> |
| Concurred In    | <input type="checkbox"/> | Not <input type="checkbox"/>  | Concurred In  | <input type="checkbox"/> | Not <input type="checkbox"/>  |
| Receded         | <input type="checkbox"/> | Not <input type="checkbox"/>  | Receded       | <input type="checkbox"/> | Not <input type="checkbox"/>  |

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) variations of *green bold underlining* is language proposed to be added in this amendment; (3) ~~red strikethrough~~ is deleted language in the original bill; (4) ~~purple double strikethrough~~ is language proposed to be deleted in this amendment; (5) *orange double underlining* is deleted language in the original bill proposed to be retained in this amendment.

SJA/JWP



Date: 4/18/2015

A.B. No. 280—Revises provisions relating to relations between local governments and public employees. (BDR 23-858)



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

**Legislative Counsel's Digest:**

The Local Government Employee-Management Relations Board administers the provisions governing labor relations between local government employers and employee organizations. (NRS 288.080, 288.110) The Board is authorized by existing law to appoint a Commissioner, who serves in the unclassified service of the State. (NRS 288.090) Section 3.7 of this bill additionally authorizes the Board to appoint a Deputy Commissioner, and section 15.5 of this bill makes an appropriation for that purpose.

Under existing law, a local government employer is required to bargain collectively with an employee organization concerning certain matters. In certain circumstances, if negotiations do not lead to an agreement, the parties may be subject to binding fact-finding or arbitration. (Chapter 288 of NRS) ~~††This†~~ Sections 1.5-3 and 4-15 of this bill ~~amend†~~ amend the provisions governing collective bargaining to give a local government employer the option of choosing not to negotiate with ~~†an†~~ certain employee ~~†organization†~~ organizations 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 , other than an agreement entered into with an employee organization that represents police officers, expires at the end of the term stated

18 in the agreement, notwithstanding any provision of the agreement that the agreement remains  
19 in effect until a successor agreement becomes effective.

20 Existing law requires a local government employer to begin negotiations with an  
21 employee organization when notified by the employee organization of the organization's  
22 desire to negotiate. (NRS 288.180) ~~Section 5 of this bill~~ requires a local government  
23 employer to provide the employee organization other than an employee organization that  
24 represents police officers, with written notice of whether the local government employer  
25 intends to negotiate with the employee organization. If the local government employer notifies  
26 the employee organization that it does not intend to negotiate, the local government employer  
27 may prescribe terms and conditions of employment that are otherwise subject to mandatory  
28 collective bargaining. If such an employer and the employee organization are operating under  
29 an existing collective bargaining agreement, ~~section 3 of this bill~~ provides that the terms and  
30 conditions become effective upon the expiration of the agreement. The local government  
31 employer and the employee organization or another recognized employee organization may  
32 subsequently agree to negotiate a collective bargaining agreement in accordance with chapter  
33 288.

34 Under ~~section 5~~, if the local government employer ~~provides not~~ fails to give timely  
35 notice that it does not intend to negotiate or provides notice that it intends to negotiate with  
36 the employee organization, or if the employee organization represents police officers, the  
37 parties must promptly begin negotiating and the existing provisions of chapter 288 govern the  
38 relationship of the parties.

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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 thereto the  
2 provisions set forth as sections 1.5, 2 and 3 of this act.

3 **Sec. 1.5.** "Police officer" means a person who is a salaried employee of a  
4 police department or other law enforcement agency organized by a political  
5 subdivision of the State and whose principal duties are to enforce the law.

6 **Sec. 2.** A collective bargaining agreement negotiated pursuant to this  
7 chapter, other than a collective bargaining agreement negotiated with an  
8 employee organization that represents police officers, expires at the end of the  
9 term stated in the agreement, notwithstanding any provision of the agreement  
10 that the agreement remains effective, in whole or in part, after the end of that  
11 term until a successor agreement becomes effective.

12 **Sec. 3. 1.** If a collective bargaining agreement is in effect between a local  
13 government employer and an employee organization, other than an employee  
14 organization that represents police officers, and the local government employer  
15 gives notice pursuant to NRS 288.180 that it does not intend to negotiate with the  
16 employee organization:

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

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

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

25 (a) Commence negotiations pursuant to this chapter in response to a notice  
26 given pursuant to NRS 288.180 by that employee organization or another  
27 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. 3.3. NRS 288.020 is hereby amended to read as follows:**

288.020 As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 288.025 to 288.075, inclusive, and section 1.5 of this act have the meanings ascribed to them in those sections.

**Sec. 3.5. NRS 288.034 is hereby amended to read as follows:**

288.034 “Commissioner” means the Commissioner or a Deputy Commissioner appointed by the Board.

**Sec. 3.7. NRS 288.090 is hereby amended to read as follows:**

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

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

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

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

**Sec. 3.9. NRS 288.140 is hereby amended to read as follows:**

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

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

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

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

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

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

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

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

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

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

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

- 10       (a) Salary or wage rates or other forms of direct monetary compensation.  
11       (b) Sick leave.  
12       (c) Vacation leave.  
13       (d) Holidays.  
14       (e) Other paid or nonpaid leaves of absence.  
15       (f) Insurance benefits.  
16       (g) Total hours of work required of an employee on each workday or  
17 workweek.  
18       (h) Total number of days' work required of an employee in a work year.  
19       (i) Discharge and disciplinary procedures.  
20       (j) Recognition clause.  
21       (k) The method used to classify employees in the bargaining unit.  
22       (l) Deduction of dues for the recognized employee organization.  
23       (m) Protection of employees in the bargaining unit from discrimination  
24 because of participation in recognized employee organizations consistent with the  
25 provisions of this chapter.  
26       (n) No-strike provisions consistent with the provisions of this chapter.  
27       (o) Grievance and arbitration procedures for resolution of disputes relating to  
28 interpretation or application of collective bargaining agreements.  
29       (p) General savings clauses.  
30       (q) Duration of collective bargaining agreements.  
31       (r) Safety of the employee.  
32       (s) Teacher preparation time.  
33       (t) Materials and supplies for classrooms.  
34       (u) The policies for the transfer and reassignment of teachers.  
35       (v) Procedures for reduction in workforce consistent with the provisions of this  
36 chapter.

37       (w) Procedures and requirements for the reopening of collective bargaining  
38 agreements that exceed 1 year in duration for additional, further, new or  
39 supplementary negotiations during periods of fiscal emergency. The requirements  
40 for the reopening of a collective bargaining agreement must include, without  
41 limitation, measures of revenue shortfalls or reductions relative to economic  
42 indicators such as the Consumer Price Index, as agreed upon by both parties.

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

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

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

51       (c) The right to determine:

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

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

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

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

(d) Safety of the public.

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

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

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

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

**Sec. 4.5. NRS 288.170 is hereby amended to read as follows:**

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

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

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

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

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

6. As used in this section:

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

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

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

4. ~~Notwithstanding any other provision of law requiring or referring to negotiations or an agreement negotiated pursuant to this chapter, if the local government employer gives notice that it does not intend to negotiate with the employee organization, the local government employer is not required to negotiate any matter with the employee organization and may prescribe terms and conditions of employment for the employees represented by the employee organization, subject to the provisions of section 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, or if the employee organization that gives the notice provided for in subsection 1 represents police officers, the parties shall promptly commence negotiations. As the first step, the parties shall discuss the procedures to be followed if they are unable to agree on one or more issues.~~

~~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

1 the name of only one mediator remains, who will be the mediator to hear the  
2 dispute. The employee organization shall strike the first name.

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

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

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

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

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

19 288.195 Whenever an employee organization enters into negotiations with a  
20 local government employer, pursuant to NRS 288.140 to 288.220, inclusive, *and*  
21 *sections 2 and 3 of this act*, such employee organization may be represented by an  
22 attorney licensed to practice law in the State of Nevada.

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

24 288.200 ~~If except~~ *If a local government employer and an employee*  
25 *organization are negotiating pursuant to this chapter, and except* in cases to  
26 which NRS 288.205 and 288.215, or ~~NRS~~ 288.217 apply:

27 1. If:

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

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

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

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

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

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



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

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

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

21        (a) A preliminary determination must be made as to the financial ability of the  
22 local government employer based on all existing available revenues as established  
23 by the local government employer and within the limitations set forth in NRS  
24 354.6241, with due regard for the obligation of the local government employer to  
25 provide facilities and services guaranteeing the health, welfare and safety of the  
26 people residing within the political subdivision.

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

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

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

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

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

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

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

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

51        9. The chief executive officer of the local government shall report to the local  
52 government the fiscal impact of the findings and recommendations. The report must  
53 include, without limitation, an analysis of the impact of the findings and

1 recommendations on compensation and reimbursement, funding, benefits, hours,  
2 working conditions or other terms and conditions of employment.

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

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

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

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

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

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

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

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

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

22 288.215 1. As used in this section,†

23 ~~“(a) ‘‘Firefighters’’ means those persons who are salaried~~  
24 ~~employees of a fire prevention or suppression unit organized by a political~~  
25 ~~subdivision of the State and whose principal duties are controlling and~~  
26 ~~extinguishing fires.~~

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

30 2. The provisions of this section apply only to ~~firefighters and police officers~~  
31 ~~and their~~ local government employers †† ~~and only if a local government~~  
32 ~~employer and an employee organization representing firefighters or police~~  
33 ~~officers are~~ employee organizations representing:

34 (a) Police officers; and

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

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

43 4. The arbitrator shall, within 10 days after the arbitrator is selected, and after  
44 7 days' written notice is given to the parties, hold a hearing to receive information  
45 concerning the dispute. The hearings must be held in the county in which the local  
46 government employer is located and the arbitrator shall arrange for a full and  
47 complete record of the hearings.

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

50 (a) The parties to the dispute; or

51 (b) Any interested person.

52 6. The parties to the dispute shall each pay one-half of the costs incurred by  
53 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

1 other party, submit the issues remaining in dispute to an arbitrator. The arbitrator  
2 must be selected in the manner provided in subsection 2 of NRS 288.200 and has  
3 the powers provided for fact finders in NRS 288.210.

4 3. The arbitrator shall, within 30 days after the arbitrator is selected, and after  
5 7 days' written notice is given to the parties, hold a hearing to receive information  
6 concerning the dispute. The hearing must be held in the county in which the school  
7 district is located and the arbitrator shall arrange for a full and complete record of  
8 the hearing.

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

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

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

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

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

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

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

32 8. The arbitrator shall, within 10 days after the final offers are submitted,  
33 render a decision on the basis of the criteria set forth in NRS 288.200. The  
34 arbitrator shall accept one of the written statements and shall report the decision to  
35 the parties. The decision of the arbitrator is final and binding on the parties. Any  
36 award of the 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 that is the basis  
40 of the arbitrator's award; and

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

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

46 (a) The issues submitted pursuant to subsection 2;

47 (b) The statement of the arbitrator pursuant to subsection 9; and

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

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

51 11. The superintendent of the school district shall report to the board of  
52 trustees the fiscal impact of the decision. The report must include, without  
53 limitation, an analysis of the impact of the decision on compensation and

1 reimbursement, funding, benefits, hours, working conditions or other terms and  
2 conditions of employment.

3 12. As used in this section:

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

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

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

9 288.270 1. It is a prohibited practice for a local government employer or its  
10 designated representative willfully to:

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

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

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

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

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

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

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

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

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

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

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

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

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

45 386.595 1. All employees of a charter school shall be deemed public  
46 employees.

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

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

8        4. Except as otherwise provided in this subsection, if the written charter of a  
9 charter school is revoked or a charter contract is terminated, as applicable, or if a  
10 charter school ceases to operate as a charter school, the licensed employees of the  
11 charter school must be reassigned to employment within the school district in  
12 accordance with ~~the~~ *any* applicable collective bargaining agreement. A school  
13 district is not required to reassign a licensed employee of a charter school pursuant  
14 to this subsection if the employee:

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

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

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

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

42        6. Upon the request of the board of trustees of a school district, the governing  
43 body of a charter school shall, with the permission of the licensed employee who is  
44 granted a leave of absence from the school district pursuant to this section, transmit  
45 to the school district a copy of the employment record of the employee that is  
46 maintained by the charter school before the return of the employee to employment  
47 with the school district pursuant to subsection 4 or 5. The employment record must  
48 include, without limitation, each evaluation of the licensed employee conducted by  
49 the charter school and any disciplinary action taken by the charter school against  
50 the licensed employee. Before the return of the licensed employee, the board of  
51 trustees of the school district may conduct an investigation into any misconduct of  
52 the licensed employee during the leave of absence from the school district and take

1 any appropriate disciplinary action as to the status of the person as an employee of  
2 the school district, including, without limitation:

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

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

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

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

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

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

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

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

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

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

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

31 11. For all employees of a charter school:

32 (a) The compensation that a teacher or other school employee would have  
33 received if he or she were employed by the school district must be used to  
34 determine the appropriate levels of contribution required of the employee and  
35 employer for purposes of the Public Employees' Retirement System.

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

40 12. If the board of trustees of a school district in which a charter school is  
41 located manages a plan of group insurance for its employees, the governing body of  
42 the charter school may negotiate with the board of trustees to participate in the  
43 same plan of group insurance that the board of trustees offers to its employees. If  
44 the employees of the charter school participate in the plan of group insurance  
45 managed by the board of trustees, the governing body of the charter school shall:

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

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

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

2       391.160 1. The salaries of teachers and other employees must be determined  
3 by the character of the service required. A school district shall not discriminate  
4 between male and female employees in the matter of salary.

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

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

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

13       ↪ No increase in salary may be given pursuant to this subsection during a  
14 particular school year to a teacher who submits evidence of certification after  
15 January 31 of that school year. For the first school year that a teacher submits  
16 evidence of his or her current certification, the board of trustees of the school  
17 district to whom the evidence was submitted shall pay the increase in salary  
18 required by this subsection retroactively to the beginning of that school year. Once  
19 a teacher has submitted evidence of such certification to the school district, the  
20 school district shall retain the evidence in its records, as applicable, for future  
21 school years. An increase in salary given in accordance with this subsection is in  
22 addition to any other increase to which the teacher may otherwise be entitled.

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

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

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

31       (2) Certification as being clinically competent in speech-language  
32 pathology by:

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

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

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

39       ↪ No increase in salary may be given pursuant to this subsection during a  
40 particular school year to an employee who submits evidence of licensure and  
41 certification after September 15 of that school year. Once an employee has  
42 submitted evidence of such licensure and certification to the school district, the  
43 school district shall retain the evidence in its records, as applicable, for future  
44 school years. An increase in salary given in accordance with this subsection is in  
45 addition to any other increase to which the employee may otherwise be entitled.

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

51       (a) On or before September 15 of the school year, the employee has submitted  
52 evidence satisfactory to the school district of the employee's current certification as



1 a professional school library media specialist issued by the National Board for  
2 Professional Teaching Standards; and

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

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

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

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

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

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

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

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

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

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

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

46 8. This section does not:

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

51 (b) Permit a school district to deny a teacher or administrator credit for his or  
52 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 and such other leave as they determine to be necessary or desirable for employees. In addition, boards of trustees may either prescribe by regulation or negotiate pursuant to chapter 288 of NRS with respect to the payment of unused sick leave to licensed teachers in the form of purchase of service pursuant to subsection 4 of NRS 286.300. The amount of service so purchased must not exceed the number of hours of unused sick leave or 1 year, whichever is less.

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

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

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

7. Subject to the provisions of subsection 8:

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

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

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

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

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

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

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

**Sec. 15. 1. Any collective bargaining agreement other than a collective bargaining agreement entered into with an employee organization that represents police officers, that is entered into pursuant to chapter 288 of NRS and effective on July 1, 2015, expires at the end of the term stated in the agreement, notwithstanding any provision of the agreement that the agreement remains in effect, in whole or in part, after the end of that term until a successor agreement becomes effective.**

**2. As used in this section, "police officer" has the meaning ascribed to it in section 1.5 of this act.**

**Sec. 15.5. 1. There is hereby appropriated from the State General Fund to the Local Government Employee-Management Relations Board the sum of \$300,000 for the purpose of employing a Deputy Commissioner pursuant to NRS 288.090, as amended by section 3.7 of this act.**

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

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