

MOCK-UP

PROPOSED AMENDMENT 7429 TO
ASSEMBLY BILL NO. 182
FIRST REPRINT

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PREPARED BY THE LEGAL DIVISION

NOTE: THIS DOCUMENT SHOWS PROPOSED AMENDMENTS IN CONCEPTUAL FORM. THE LANGUAGE AND ITS PLACEMENT IN THE OFFICIAL AMENDMENT MAY DIFFER.

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.

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
2 ~~[a new section to read as follows:]~~ the provisions set forth as sections 1.2
3 and 1.4 of this act.
4 *Sec. 1.2. 1. A local government employer or employee*
5 *organization that participates in a fact-finding or arbitration proceeding*
6 *pursuant to this chapter may commence an action to vacate the award of*
7 *the fact finder or arbitrator, in whole or in part, on the ground that the*
8 *award is affected by clear legal error, regardless of whether the error*
9 *amounts to a manifest disregard of the law.*
10 *2. Any action brought pursuant to this section must be commenced*
11 *not later than 90 days after the receipt of the award, in the district court*
12 *of the county in which the local government employer is located.*
13 *3. If the district court vacates the award, in whole or in part, it may*
14 *order a rehearing before a new fact finder or arbitrator, as applicable, on*
15 *all or any specified issues.*
16 *Sec. 1.4. A local government employer:*

1 *1. May agree with any of its employees or any employee*
2 *organization to deduct dues for an employee organization from the*
3 *compensation of the employee. Any such agreement must provide, in*
4 *accordance with NRS 288.140, that every employee governed by the*
5 *agreement is entitled to resign from the employee organization at any*
6 *time, free of any obligation to pay dues accruing before, on or after the*
7 *date of the resignation. Any agreement that conflicts with the provisions*
8 *of this subsection is void.*

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

13 **Sec. 1.45. NRS 288.020 is hereby amended to read as follows:**

14 288.020 As used in this chapter, unless the context otherwise
15 requires, the words and terms defined in NRS ~~[288.025]~~ 288.027 to
16 ~~[288.075]~~ 288.070, inclusive, have the meanings ascribed to them in those
17 sections.

18 **Sec. 1.5. ~~[NRS 288.034 is hereby amended to read as follows:~~**

19 ~~288.034 “Commissioner” means the Commissioner or Deputy~~
20 ~~Commissioner appointed by the Board.] (Deleted by amendment.)~~

21 **Sec. 2. ~~[NRS 288.075 is hereby amended to read as follows:~~**

22 ~~288.075 1. “Supervisory employee” means [:~~
23 ~~(a) Any] any individual having authority in the interest of the employer~~
24 ~~to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward~~
25 ~~or discipline other employees or responsibility to direct them, to adjust~~
26 ~~their grievances or effectively to recommend such action, if in connection~~
27 ~~with the foregoing, the exercise of such authority is not of a merely routine~~
28 ~~or clerical nature, but requires the use of independent judgment. The~~
29 ~~exercise of such authority shall not be deemed to place the employee in~~
30 ~~supervisory employee status unless the exercise of such authority occupies~~
31 ~~a significant portion of the employee’s workday. [; or~~

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

- 34 ~~(1) Hire, transfer, suspend, lay off, recall, terminate, promote,~~
35 ~~discharge, assign, reward or discipline other employees or responsibility to~~
36 ~~direct them, to adjust their grievances or to effectively recommend such~~
37 ~~action;~~

38 ~~(2) Make budgetary decisions; and~~

39 ~~(3) Be consulted on decisions relating to collective bargaining;~~

40 ~~if, in connection with the foregoing, the exercise of such authority is not~~
41 ~~of a merely routine or clerical nature, but requires the use of independent~~
42 ~~judgment. The exercise of such authority shall not be deemed to place the~~
43 ~~employee in supervisory employee status unless the exercise of such~~
44 ~~authority occupies a significant portion of the employee’s workday.]~~

1 ~~2. Nothing in this section shall be construed to mean that an employee~~
2 ~~who has been given incidental administrative duties shall be classified as a~~
3 ~~supervisory employee.] (Deleted by amendment.)~~

4 **Sec. 2.5.** ~~[NRS 288.090 is hereby amended to read as follows:~~

5 ~~288.090 1. The members of the Board shall annually elect one of~~
6 ~~their number as Chair and one as Vice Chair. Any two members of the~~
7 ~~Board constitute a quorum.~~

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

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

12 ~~(b) Employ such additional clerical personnel as may be necessary,~~
13 ~~who are in the classified service of the State.] (Deleted by amendment.)~~

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

15 288.140 1. It is the right of every local government employee,
16 subject to the ~~[limitations]~~ *limitation* provided in ~~[subsections]~~ *subsection*
17 *3, [and 4,]* to join any employee organization of the employee's choice ,
18 ~~[or to]~~ refrain from joining any employee organization ~~[]~~ *or resign from*
19 *any employee organization at any time, free of any obligation to pay dues*
20 *accruing before, on or after the date of the resignation. Any agreement*
21 *that conflicts with the provisions of this subsection is void.* A local
22 government employer shall not discriminate in any way among its
23 employees on account of membership or nonmembership in an employee
24 organization.

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

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

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

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

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

43 ~~(c) Except as otherwise provided in this paragraph, an attorney who is~~
44 ~~employed by a local government employer and who is assigned to a civil~~
45 ~~law division, department or agency. The provisions of this paragraph do~~

1 ~~not apply with respect to an attorney for the duration of a collective~~
2 ~~bargaining agreement to which the attorney is a party as of July 1, 2011.~~

3 ~~5. As used in this section, "doctor or physician" means a doctor,~~
4 ~~physician, homeopathic physician, osteopathic physician, chiropractic~~
5 ~~physician, practitioner of Oriental medicine,~~
6 ~~podiatric physician or practitioner of optometry, as those terms are defined~~
7 ~~or used, respectively, in NRS 630.014, 630A.050, 633.091, chapter 634 of~~
8 ~~NRS, chapter 634A of NRS, chapter 635 of NRS or chapter 636 of NRS.]~~

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

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

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

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

20 (b) Sick leave.

21 (c) Vacation leave.

22 (d) Holidays.

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

24 (f) Insurance benefits.

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

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

29 (i) Discharge and disciplinary procedures.

30 (j) Recognition clause.

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

32 (l) Deduction of dues for the recognized employee organization ~~]~~
33 *pursuant to an agreement that is consistent with the provisions of this*
34 *chapter.*

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

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

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

42 (p) General savings clauses.

43 (q) Duration of collective bargaining agreements.

44 (r) Safety of the employee.

45 (s) Teacher preparation time.

- 1 (t) Materials and supplies for classrooms.
- 2 (u) The policies for the transfer and reassignment of teachers.
- 3 (v) Procedures for reduction in workforce consistent with the
- 4 provisions of this chapter.
- 5 (w) Procedures and requirements for the reopening of collective
- 6 bargaining agreements that exceed 1 year in duration for additional,
- 7 further, new or supplementary negotiations during periods of fiscal
- 8 emergency. The requirements for the reopening of a collective bargaining
- 9 agreement must include, without limitation, measures of revenue shortfalls
- 10 or reductions relative to economic indicators such as the Consumer Price
- 11 Index, as agreed upon by both parties.
- 12 3. Those subject matters which are not within the scope of mandatory
- 13 bargaining and which are reserved to the local government employer
- 14 without negotiation include:
 - 15 (a) Except as otherwise provided in paragraph (u) of subsection 2, the
 - 16 right to hire, direct, assign or transfer an employee, but excluding the right
 - 17 to assign or transfer an employee as a form of discipline.
 - 18 (b) The right to reduce in force or lay off any employee because of *a*
 - 19 *lack of work , reduction or elimination of services, budgetary*
 - 20 *reallocation of expenditures, loss of revenues* or lack of money, *or*
 - 21 *whenever the local government employer determines that such action is*
 - 22 *in the best interest of the local government employer*, subject to paragraph
 - 23 (v) of subsection 2. *As used in this paragraph, "loss of revenues"*
 - 24 *includes, without limitation, any reduction in revenues from taxation or*
 - 25 *any decline in revenues resulting from the termination or expiration of a*
 - 26 *grant.*
 - 27 (c) The right to determine:
 - 28 (1) Appropriate staffing levels and work performance standards,
 - 29 except for safety considerations;
 - 30 (2) The content of the workday, including without limitation
 - 31 workload factors, except for safety considerations;
 - 32 (3) The quality and quantity of services to be offered to the public;
 - 33 and
 - 34 (4) The means and methods of offering those services.
 - 35 (d) Safety of the public.
- 36 4. Notwithstanding the provisions of any collective bargaining
- 37 agreement negotiated pursuant to this chapter, a local government
- 38 employer is entitled to take whatever actions may be necessary to carry out
- 39 its responsibilities in situations of emergency such as a riot, military
- 40 action, natural disaster or civil disorder. Those actions may include the
- 41 suspension of any collective bargaining agreement for the duration of the
- 42 emergency. Any action taken under the provisions of this subsection must
- 43 not be construed as a failure to negotiate in good faith.
- 44 5. The provisions of this chapter, including without limitation the
- 45 provisions of this section, recognize and declare the ultimate right and

1 responsibility of the local government employer to manage its operation in
2 the most efficient manner consistent with the best interests of all its
3 citizens, its taxpayers and its employees.

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

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

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

12 288.151 *1. Except as otherwise provided in ~~subsection~~*
13 *subsections 2, 3 and 4, if a local government employer determines that a*
14 *layoff or reduction in its workforce is in the best interest of the local*
15 *government employer, the local government employer, in determining*
16 *whether to lay off an employee, may consider, without limitation:*

- 17 (a) *The needs of the local government employer;*
18 (b) *The performance and any evaluations of the employee;*
19 (c) *Any special skills or qualifications of the employee or any license*
20 *held by the employee;*
21 (d) *Any record of disciplinary action taken against the employee; and*
22 (e) *The seniority of the employee.*

23 2. If the board of trustees of a school district determines that a
24 reduction in the existing workforce of the licensed educational personnel in
25 the school district is necessary, the decision to lay off a teacher or an
26 administrator must ~~not~~ be based ~~solely~~ *first* on the ~~seniority of the~~
27 ~~teacher or administrator and may include, without limitation, a~~
28 ~~consideration of~~ *the overall performance of the teacher or administrator*
29 *under the statewide performance evaluation system established pursuant*
30 *to NRS 391.465. In determining the manner in which to reduce the*
31 *existing workforce, the board of trustees shall lay off a teacher or*
32 *administrator whose overall performance has been determined to be*
33 *ineffective, minimally effective or below average before laying off any*
34 *teacher or administrator whose overall performance has been*
35 *determined to be effective, highly effective or above average.*

36 3. *If the board of trustees of a school district determines that a*
37 *further reduction in the existing workforce of the licensed educational*
38 *personnel in the school district beyond that made pursuant to subsection*
39 *2 is necessary, the board of trustees shall lay off a teacher or*
40 *administrator having a record of disciplinary action that has resulted in*
41 *the suspension of the teacher or administrator before laying off any*
42 *teacher or administrator who does not have such a record. The board of*
43 *trustees shall lay off teachers or administrators having records of*
44 *disciplinary action in order of the severity of such actions, with*

1 employees having a record of more severe disciplinary action being laid
2 off first.

3 4. If the board of trustees of a school district determines that a
4 further reduction in the existing workforce of licensed educational
5 personnel in the school district beyond that made pursuant to subsection
6 3 is necessary, the decision to lay off a teacher or administrator must be
7 based on the following factors:

8 ~~[1.]~~ (a) Whether the teacher or administrator is employed in a position
9 which is hard to fill;

10 ~~[2.]~~ (b) Whether the teacher or administrator has received a national
11 board certification;

12 ~~[3.]~~ (c) ~~The [performance evaluations of the teacher or administrator;~~
13 ~~4. (d) The disciplinary record of the teacher or administrator within~~
14 ~~the school district;~~

15 ~~5. (e) The] criminal record of the teacher or administrator, if any;~~

16 ~~[6.-(f)]~~ (d) The type of licensure held by the teacher or administrator;
17 and

18 ~~[7.-(g)]~~ (e) The type of degree attained by the teacher or administrator
19 and whether the degree is in a subject area that is related to his or her
20 position.

21 5. If, after consideration of the factors described in subsections 2, 3
22 and 4, the board of trustees of a school district determines that two or
23 more teachers or administrators are similarly situated, the board of
24 trustees may give preference to the more senior teacher or administrator.

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

26 288.155 ~~[Agreements entered into between local government~~
27 ~~employers and employee organizations pursuant to this chapter may]~~

28 **1. A collective bargaining agreement:**

29 (a) May extend beyond the term of office of any member or officer of
30 the local government employer.

31 (b) *Expires for the purposes of subsection 2 at the end of the term*
32 *stated in the agreement, notwithstanding any provision of the agreement*
33 *that it remains in effect, in whole or in part, after the end of that term*
34 *until a successor agreement becomes effective.*

35 **2. Except as otherwise provided in this subsection and**
36 *notwithstanding any provision of the agreement to the contrary, upon the*
37 *expiration of a collective bargaining agreement, if no successor*
38 *agreement is effective and until a successor agreement becomes effective,*
39 *a local government employer shall not pay to or on behalf of any*
40 *employee in the affected bargaining unit any compensation or monetary*
41 *benefits in any amount greater than the amount in effect as of the*
42 *expiration of the agreement. This subsection does not prohibit a local*
43 *government employer from paying an increase in the employer's portion*
44 *of the matching contribution rate for employees and employers in*

1 *accordance with an adjustment in the rate of contributions pursuant to*
2 *NRS 286.450.*

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

4 288.170 1. Each local government employer which has recognized
5 one or more employee organizations shall determine, after consultation
6 with the recognized organization or organizations, which group or groups
7 of its employees constitute an appropriate unit or units for negotiating. The
8 primary criterion for that determination must be the community of interest
9 among the employees concerned.

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

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

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

30 ~~—5.] 3. The following local government employees may not be~~
31 ~~members of a bargaining unit:~~

32 (a) *A supervisory employee.*

33 (b) *A firefighter above the rank of fire captain.*

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

35 (d) *A school administrator above the rank of principal, including,*
36 *without limitation, a superintendent, associate superintendent, assistant*
37 *superintendent or any school administrator designated as a chief or*
38 *assistant chief. Any employee described in this paragraph is entitled to*
39 *participate in any plan to provide benefits for the bargaining unit of*
40 *which he or she would otherwise be a member.*

41 (e) *An administrative employee.*

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

44 (g) *A doctor or physician.*

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

4 ↪ Any dispute between the parties as to whether a local government
5 employee is a type of employee excluded from a bargaining unit must be
6 submitted to the Board.

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

12 ~~6.~~ 5. As used in this section:

13 (a) “Administrative employee” means any employee whose primary
14 duties consist of work directly related to management policies, who
15 customarily exercises discretion and independent judgment and
16 regularly assists an executive. The term includes, in addition, the chief
17 administrative officer, the chief administrative officer’s deputy and
18 immediate assistants, department heads, their deputies and immediate
19 assistants, attorneys, appointed officials and others who are primarily
20 responsible for formulating and administering management policies and
21 programs.

22 (b) “Confidential employee” means an employee who is involved in
23 the decisions of management affecting collective bargaining ~~or whose~~
24 duties entail access to proprietary or confidential information.

25 ~~[(b)] [“Supervisory employee” means a supervisory employee~~
26 ~~described in paragraph (a) of subsection 1 of NRS 288.075.]~~

27 (c) “Doctor or physician” means a physician, homeopathic
28 physician, osteopathic physician, chiropractic physician, doctor of
29 Oriental medicine, podiatric physician or practitioner of optometry, as
30 those terms are defined or used, respectively, in NRS 630.014, 630A.050
31 or 633.091 or chapter 634, 634A, 635 or 636 of NRS.

32 ~~[(e)] (d) “Firefighter” [means a salaried or hourly employee of a fire~~
33 ~~prevention or suppression unit organized by a political subdivision of the~~
34 ~~State whose principal duty is to control and extinguish fires.~~

35 ~~—(d)] has the meaning ascribed to it in NRS 288.215.~~

36 (e) “Police officer” [means a salaried or hourly employee of a police
37 department or other law enforcement agency organized by a political
38 subdivision of the State whose principal duty is to enforce the law.] has
39 the meaning ascribed to it in NRS 288.215.

40 (f) “Supervisory employee” means any employee having authority in
41 the interest of his or her employer to hire, transfer, suspend, lay off,
42 recall, promote, discharge, assign, reward or discipline other employees
43 or responsibility to direct them, to adjust their grievances or effectively to
44 recommend such action, if in connection with the foregoing, the exercise
45 of such authority is not of a merely routine or clerical nature, but

1 requires the use of independent judgment. An employee shall not be
2 deemed to be a supervisory employee unless the exercise of such
3 authority occupies a significant portion of the employee's workday.

4 **Sec. 8.** ~~[NRS 288.180 is hereby amended to read as follows:~~

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

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

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

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

31 ~~(a) Include in or exclude from the new contract any term or~~
32 ~~condition of employment; and~~

33 ~~(b) Make any such term or condition of employment effective~~
34 ~~prospectively or retroactively.~~

35 ~~5. If the parties are unable to reach agreement through~~
36 ~~negotiations, the governing body of the local government employer shall:~~

37 ~~(a) Publish on the Internet website, if any, of the local government~~
38 ~~the final offers made by the parties during negotiations; and~~

39 ~~(b) Hold a public meeting in accordance with the provisions of~~
40 ~~chapter 241 of NRS to inform the public of those offers.~~

41 ~~6. This section does not preclude, but this chapter does not require,~~
42 ~~informal discussion between an employee organization and a local~~
43 ~~government employer of any matter which is not subject to negotiation or~~
44 ~~contract under this chapter. Any such informal discussion is exempt from~~
45 ~~all requirements of notice or time schedule.] **(Deleted by amendment.)**~~

1 **Sec. 9.** ~~[NRS 288.190 is hereby amended to read as follows:~~
2 ~~288.190 [Except in cases to which NRS 288.205 and 288.215 apply:]~~
3 ~~1. Anytime before March 1, the dispute may be submitted to a~~
4 ~~mediator, if both parties agree. Anytime after March 1, either party~~
5 ~~involved in negotiations may request a mediator. If the parties do not agree~~
6 ~~upon a mediator, the Commissioner shall submit to the parties a list of~~
7 ~~seven potential mediators. The parties shall select their mediator from the~~
8 ~~list by alternately striking one name until the name of only one mediator~~
9 ~~remains, who will be the mediator to hear the dispute. The employee~~
10 ~~organization shall strike the first name.~~
11 ~~2. If mediation is agreed to or requested pursuant to subsection 1, the~~
12 ~~mediator must be selected at the time the parties agree upon a mediator or,~~
13 ~~if the parties do not agree upon a mediator, within 5 days after the parties~~
14 ~~receive the list of potential mediators from the Commissioner.~~
15 ~~3. The mediator shall bring the parties together as soon as possible~~
16 ~~and, unless otherwise agreed upon by the parties, attempt to settle the~~
17 ~~dispute within 30 days after being notified of the mediator's selection as~~
18 ~~mediator. The mediator may establish the times and dates for meetings and~~
19 ~~compel the parties to attend but has no power to compel the parties to~~
20 ~~agree.~~
21 ~~4. The local government employer and employee organization each~~
22 ~~shall pay one-half of the cost of mediation. Each party shall pay its own~~
23 ~~costs of preparation and presentation of its case in mediation.~~
24 ~~5. If the parties reach agreement through mediation during the term~~
25 ~~of an existing contract between the parties, the new contract must~~
26 ~~become effective upon the expiration of the existing contract. If the~~
27 ~~parties reach agreement after the end of that term, the new agreement~~
28 ~~must be effective retroactively to the expiration date of the last contract~~
29 ~~unless the parties otherwise agree.~~
30 ~~6. If the dispute is submitted to a mediator and then submitted to a~~
31 ~~fact finder [, the]:~~
32 ~~(a) The governing body of the local government employer shall:~~
33 ~~(1) Publish on the Internet website, if any, of the local~~
34 ~~government the final offers made by the parties during mediation; and~~
35 ~~(2) Hold a public meeting in accordance with the provisions of~~
36 ~~chapter 241 of NRS to inform the public of those offers.~~
37 ~~(b) The mediator shall, within 15 days after the last meeting between~~
38 ~~the parties, give to the Commissioner of the Board a report of the efforts~~
39 ~~made to settle the dispute.] (Deleted by amendment.)~~
40 **Sec. 10.** ~~[NRS 288.200 is hereby amended to read as follows:~~
41 ~~288.200 [Except in cases to which NRS 288.205 and 288.215, or~~
42 ~~NRS 288.217 apply:]~~
43 ~~1. If:~~
44 ~~(a) The parties have failed to reach an agreement after at least six~~
45 ~~meetings of negotiations; and~~

1 ~~—(b) The parties have participated in mediation and by April 1, have not~~
2 ~~reached agreement;~~
3 ~~— either party to the dispute, at any time after April 1, may submit the~~
4 ~~dispute to an impartial fact finder for the findings and recommendations of~~
5 ~~the fact finder. [The] **Except as otherwise provided in subsection 5, the**~~
6 ~~findings and recommendations of the fact finder are not binding on the~~
7 ~~parties. [except as provided in subsections 5, 6 and 11.] The mediator of a~~
8 ~~dispute may also be chosen by the parties to serve as the fact finder.~~
9 ~~—2. If the parties are unable to agree on an impartial fact finder or a~~
10 ~~panel of neutral arbitrators within 5 days, either party may request from the~~
11 ~~American Arbitration Association or the Federal Mediation and~~
12 ~~Conciliation Service a list of seven potential fact finders. If the parties are~~
13 ~~unable to agree upon which arbitration service should be used, the Federal~~
14 ~~Mediation and Conciliation Service must be used. Within 5 days after~~
15 ~~receiving a list from the applicable arbitration service, the parties shall~~
16 ~~select their fact finder from this list by alternately striking one name until~~
17 ~~the name of only one fact finder remains, who will be the fact finder to~~
18 ~~hear the dispute in question. The employee organization shall strike the~~
19 ~~first name.~~
20 ~~—3. The local government employer and employee organization each~~
21 ~~shall pay one half of the cost of fact finding. Each party shall pay its own~~
22 ~~costs of preparation and presentation of its case in~~
23 ~~fact finding.~~
24 ~~—4. A schedule of dates and times for the hearing must be established~~
25 ~~within 10 days after the selection of the fact finder pursuant to subsection~~
26 ~~2, and the fact finder shall report the findings and recommendations of the~~
27 ~~fact finder to the parties to the dispute within 30 days after the conclusion~~
28 ~~of the fact finding hearing.~~
29 ~~—5. [The parties to the dispute may agree, before] **Before** the~~
30 ~~submission of the dispute to fact finding, **the governing body or the chief**~~
31 ~~**executive officer of the local government employer if specifically**~~
32 ~~**authorized by the governing body.**~~
33 ~~—(a) **May elect** to make the findings and recommendations on all or any~~
34 ~~specified issues final and binding on the parties.~~
35 ~~—(b) **Shall elect to make the provisions of subsection 6 or 7 applicable**~~
36 ~~**to the fact finding and the findings and recommendations of the fact**~~
37 ~~**finder.**~~
38 ~~—6. [If the parties do not agree on whether to make the findings and~~
39 ~~recommendations of the fact finder final and binding, either party may~~
40 ~~request the formation of a panel to determine whether the findings and~~
41 ~~recommendations of a fact finder on all or any specified issues in a~~
42 ~~particular dispute which are within the scope of subsection 11 are to be~~
43 ~~final and binding. The determination must be made upon the concurrence~~
44 ~~of at least two members of the panel and not later than the date which is 30~~
45 ~~days after the date on which the matter is submitted to the panel, unless~~

1 ~~that date is extended by the Commissioner of the Board. Each panel shall,~~
2 ~~when making its determination, consider whether the parties have~~
3 ~~bargained in good faith and whether it believes the parties can resolve any~~
4 ~~remaining issues. Any panel may also consider the actions taken by the~~
5 ~~parties in response to any previous fact-finding between these parties, the~~
6 ~~best interests of the State and all its citizens, the potential fiscal effect both~~
7 ~~within and outside the political subdivision, and any danger to the safety of~~
8 ~~the people of the State or a political subdivision.] If the governing body or~~
9 ~~chief executive officer of the local government employer has elected~~
10 ~~pursuant to subsection 5 to make the provisions of this subsection~~
11 ~~applicable, each of the parties shall, at the conclusion of the hearing,~~
12 ~~submit a single written statement containing its final offer for all of the~~
13 ~~unresolved issues. Within 10 days after the final offers are submitted, the~~
14 ~~fact finder shall accept one of the written statements in its entirety on the~~
15 ~~basis of the criteria provided in subsection 9, and report the decision to~~
16 ~~the parties.~~

17 ~~7. If the governing body or chief executive officer of the local~~
18 ~~government employer has elected pursuant to subsection 5 to make the~~
19 ~~provisions of this subsection applicable, each of the parties shall, at the~~
20 ~~conclusion of the hearing, submit a final written offer for each~~
21 ~~unresolved issue. Within 10 days after the final offers are submitted, the~~
22 ~~fact finder shall, for each such issue, accept one of the written statements~~
23 ~~on the basis of the criteria provided in subsection 9, and report the~~
24 ~~decision to the parties.~~

25 ~~8. Before the fact finder makes a recommendation or award, the~~
26 ~~governing body of the local government employer shall:~~

27 ~~(a) Publish on the Internet website, if any, of the local government~~
28 ~~the final offers made by the parties during fact-finding; and~~

29 ~~(b) Hold a public meeting in accordance with the provisions of~~
30 ~~chapter 241 of NRS to inform the public of those offers.~~

31 ~~[7.] 9. Except as otherwise provided in subsection [10,] 12, any fact~~
32 ~~finder, whether the fact finder's recommendations are to be binding or not,~~
33 ~~shall base such recommendations or award on the following criteria:~~

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

41 ~~(b) Once the fact finder has determined in accordance with paragraph~~
42 ~~(a) that there is a current financial ability to grant monetary benefits, and~~
43 ~~subject to the provisions of paragraph (c), the fact finder shall consider, to~~
44 ~~the extent appropriate, compensation of other government employees [,]~~
45 ~~and employees in private employment, both in and out of the State and use~~

1 ~~normal criteria for interest disputes regarding the terms and provisions to~~
2 ~~be included in an agreement in assessing the reasonableness of the position~~
3 ~~of each party as to each issue in dispute and the fact finder shall consider~~
4 ~~whether the Board found that either party had bargained in bad faith.~~
5 ~~— (c) A consideration of funding for the current year being negotiated. If~~
6 ~~the parties mutually agree to [arbitrate] *conduct fact finding relating to a*~~
7 ~~multiyear contract, the fact finder must consider the ability to pay over the~~
8 ~~life of the contract being negotiated or arbitrated.~~
9 ~~→ The fact finder's report must contain the facts upon which the fact~~
10 ~~finder based the fact finder's determination of financial ability to grant~~
11 ~~monetary benefits and the fact finder's recommendations or award.~~
12 ~~— [8.] 10. Within 45 days after the receipt of the report from the fact~~
13 ~~finder, the governing body of the local government employer shall hold a~~
14 ~~public meeting in accordance with the provisions of chapter 241 of NRS.~~
15 ~~The meeting must include a discussion of:~~
16 ~~— (a) The issues of the parties submitted [pursuant to subsection 3;] *to*~~
17 ~~*the fact finder;*~~
18 ~~— (b) The report of findings and recommendations of the fact finder; and~~
19 ~~— (c) The overall fiscal impact of the findings and recommendations,~~
20 ~~which must not include a discussion of the details of the report.~~
21 ~~→ The fact finder must not be asked to discuss the decision during the~~
22 ~~meeting.~~
23 ~~— [9.] 11. The chief executive officer of the local government shall~~
24 ~~report to the local government the fiscal impact of the findings and~~
25 ~~recommendations. The report must include, without limitation, an analysis~~
26 ~~of the impact of the findings and recommendations on compensation and~~
27 ~~reimbursement, funding, benefits, hours, working conditions or other terms~~
28 ~~and conditions of employment.~~
29 ~~— [10.] 12. Any sum of money which is maintained in a fund whose~~
30 ~~balance is required by law to be:~~
31 ~~— (a) Used only for a specific purpose other than the payment of~~
32 ~~compensation to the bargaining unit affected; or~~
33 ~~— (b) Carried forward to the succeeding fiscal year in any designated~~
34 ~~amount, to the extent of that amount,~~
35 ~~→ must not be counted in determining the financial ability of a local~~
36 ~~government employer and must not be used to pay any monetary benefits~~
37 ~~recommended or awarded by the fact finder.~~
38 ~~— [11. The issues which may be included in a panel's order pursuant to~~
39 ~~subsection 6 are:~~
40 ~~— (a) Those enumerated in subsection 2 of NRS 288.150 as the subjects~~
41 ~~of mandatory bargaining, unless precluded for that year by an existing~~
42 ~~collective bargaining agreement between the parties; and~~
43 ~~— (b) Those which an existing collective bargaining agreement between~~
44 ~~the parties makes subject to negotiation in that year.~~

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

3 ~~13. If the findings and recommendations of the fact finder are~~
4 ~~binding pursuant to subsection 5 and are made during the term of an~~
5 ~~existing contract between the parties, the findings and recommendations~~
6 ~~must become effective upon the expiration of the existing contract. If the~~
7 ~~findings and recommendations are made after the end of that term, they~~
8 ~~must be effective retroactively to the expiration date of the last contract~~
9 ~~between the parties unless the parties otherwise agree.~~ (Deleted by
10 amendment.)

11 Sec. 10.3. NRS 288.215 is hereby amended to read as follows:

12 288.215 1. As used in this section:

13 (a) ~~["Firefighters"]~~ "Firefighter" means ~~{those persons who are~~
14 ~~salaried employees}~~ a person who is a salaried or hourly employee of a
15 fire prevention or suppression unit organized by a political subdivision of
16 the State and whose principal duties are controlling and extinguishing
17 fires.

18 (b) ~~["Police officers"]~~ "Police officer" means ~~{those persons who are~~
19 ~~salaried employees}~~ a person who is a salaried or hourly employee of a
20 police department or other law enforcement agency organized by a
21 political subdivision of the State and whose principal ~~{duties are}~~ duty is to
22 enforce the law.

23 2. The provisions of this section apply only to firefighters and police
24 officers , insofar as the provisions of this chapter apply to those
25 employees, and their local government employers.

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

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

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

- 39 (a) The parties to the dispute; or
40 (b) Any interested person.

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

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

1 (a) All existing available revenues as established by the local
2 government employer and within the limitations set forth in NRS
3 354.6241, with due regard for the obligation of the local government
4 employer to provide facilities and services guaranteeing the health, welfare
5 and safety of the people residing within the political subdivision.

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

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

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

19 9. If the parties do not enter into negotiations or do not agree within
20 30 days, each of the parties shall submit a single written statement
21 containing its final offer for each of the unresolved issues.

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

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

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

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

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

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

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

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

39 ↪ The arbitrator must not be asked to discuss the decision during the
40 meeting.

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

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

2 **Sec. 12.** ~~[NRS 353.264 is hereby amended to read as follows:~~

3 ~~353.264 1. The Reserve for Statutory Contingency Account is~~
4 ~~hereby created in the State General Fund.~~

5 ~~2. The State Board of Examiners shall administer the Reserve for~~
6 ~~Statutory Contingency Account. The money in the Account must be~~
7 ~~expended only for:~~

8 ~~(a) The payment of claims which are obligations of the State pursuant~~
9 ~~to NRS 41.03435, 41.0347, 621.025, 176.485, 179.310, 212.040, 212.050,~~
10 ~~212.070, 281.174, 282.290, 282.315, [288.203,] 293.253, 293.405,~~
11 ~~353.120, 353.262, 412.154 and 475.235;~~

12 ~~(b) The payment of claims which are obligations of the State pursuant~~
13 ~~to:~~

14 ~~(1) Chapter 472 of NRS arising from operations of the Division of~~
15 ~~Forestry of the State Department of Conservation and Natural Resources~~
16 ~~directly involving the protection of life and property; and~~

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

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

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

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

37 **Sec. 13.** ~~[NRS 354.6241 is hereby amended to read as follows:~~

38 ~~354.6241 1. The statement required by paragraph (a) of subsection~~
39 ~~5 of NRS 354.624 must indicate for each fund set forth in that paragraph:~~

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

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

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

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

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

4 ~~=(f) The balance and retained earnings of the fund.~~

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

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

16 ~~=(a) Is not subject to negotiations with an employee organization; and~~

17 ~~=(b) Must not be considered by a fact finder in determining the~~
18 ~~financial ability of the local government to pay compensation or~~
19 ~~monetary benefits.] (Deleted by amendment.)~~

20 **Sec. 13.3.** NRS 391.168 is hereby amended to read as follows:

21 391.168 1. The board of trustees of each school district shall:

22 (a) Establish a program of performance pay and enhanced
23 compensation for the recruitment and retention of licensed teachers and
24 administrators which must be negotiated pursuant to chapter 288 of NRS
25 ~~[1]~~, *insofar as the provisions of that chapter apply to those employees;*
26 and

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

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

35 (a) Career leadership advancement options to maximize the retention
36 of teachers in the classroom and the retention of administrators;

37 (b) Professional development;

38 (c) Group incentives; and

39 (d) Multiple assessments of individual teachers and administrators,
40 with primary emphasis on individual pupil improvement and growth in
41 academic achievement, including, without limitation, portfolios of
42 instruction, leadership and professional growth, and other appropriate
43 measures of teacher and administrator performance which must be
44 considered.

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

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

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

- 18 (a) Agreement described in section ~~[1.]~~ **1.4** of this act;
- 19 (b) Agreement described in subsection 1 of NRS 288.140, as amended
20 by section 3 of this act; or
- 21 (c) Collective bargaining agreement,
22 ↪ entered into before July 1, 2015, but do apply to any extension or
23 renewal of such an agreement and to any agreement entered into on or
24 after July 1, 2015. For the purposes of this subsection, the term of an
25 agreement ends on the date provided in the agreement, notwithstanding
26 any provision of the agreement that it remains in effect, in whole or in part,
27 after that date until a successor agreement becomes effective.

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

32 **Sec. 15.** NRS ~~[288.201, 288.202, 288.203, 288.205, 288.215 and~~
33 ~~288.217]~~ **288.025 and 288.075** are hereby repealed.

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

36 **LEADLINES OF REPEALED SECTIONS**

37 **288.201 Request for formation of panel to determine whether**
38 **findings and recommendations of fact finder are final and binding.**

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

288.203 Compensation of members of panel; claims.

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

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

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

H