

Assembly

212

MINUTES OF COMMITTEE ON GOVERNMENT AFFAIRS MEETING MARCH 10, 1969
55TH LEGISLATIVE SESSION

Present: Smith, Hilbrecht, Lingenfelter, Branch, Bryan Hafen,
Mello, Dini and Getto

Absent: Wood

The following interested persons were in attendance:

Washoe County Commissioners: Leo F. Sauer
J. C. McKenzie
Jack Cunningham
Joe Coppa

Washoe County Sheriff C. W. Young

Washoe County Treasurer C. W. Malone

Washoe County Clerk H. K. Brown

Washoe County Auditor-Recorder Don Questa

Washoe County Manager C. B. Kinnison

Washoe County Assessor Don Peckham

Washoe County District Attorney William J. Raggio

(Called before committee from Judiciary Committee Meeting)

James T. Butler, Nevada State Education Association

I. R. Rennie Ashleman, Federated Firefighters

Keith J. Henrikson, Federated Firefighters of Nevada

Robert D. Charlebois, American Arbitration Association, Regional Mgr.

Curt Blyth, Nevada Municipal Association

Washoe County Assemblyman Randall Capurro

Jeff Springmeyer, Representative, Ormsby County Cemetery District

Clayton H. Gill, Commissioner of Negotiations, Clark County Classroom
Teachers' Association

Larry Arp, Clark County Teacher

Chairman Hal Smith announced that inasmuch as there was such a large delegation from Washoe County present that the first order of business would be consideration of AB 595 which increases compensation for Washoe County officers. He called upon the Chairman of the Washoe County Commissioners Jack Cunningham.

Mr. Cunningham said that they were again before the committee to request aid and assistance in the matter of salaries. He stated that the last bill to implement salaries for elected officials in Washoe County was in 1963. He said that there was a situation especially in the larger counties where the salaries of elected officials remain fixed whereas the appointed officials are allowed periodic increases in keeping with the changes and rises in the cost of living. Elected officials have to come to the legislature. AB 595 is indicated as a bill which would allow the county commissioners to adjust salaries within specified minimal and maximum limits. Mr. Cunningham said that this bill was in line with one which was being introduced from Clark County

Chairman Smith advised Mr. Cunningham that there is being introduced in the Senate a proposal calling for a constitutional change which will provide for the authority of county commissioners to set the salaries of elected officials. It was developed that that change would require about five years before becoming effective.

Assemblyman Hilbrecht asked Mr. Cunningham what the feeling was in regard to the District Attorney's office, allowing or not allowing deputies to engage in private practice. Mr. Cunningham said that AB 595 did not include the deputy district attorney positions.

Chairman Smith stated that District Attorney Raggio would appear before the committee later in the meeting and could answer any questions pertinent to his department. It was suggested that instead of having a large number of assistants in the district attorney's office who are permitted to engage in private practice that it might be preferable to have a full-time staff, fewer in number, at a higher salary but not permitted to engage in private practice.

Washoe County Manager Kinnison said that in the absence of Mr. Raggio he had been advised that Mr. Raggio felt such a course of action would cost the county about \$100,000 more.

Assemblyman Mello asked Mr. Cunningham if the present rate for county commissioners of \$7,200 had not been set two years ago. Mr. Cunningham said that the \$7,200 had not been granted until then but resulted from a maximum set in 1963. Mr. Mello inquired how the commissioners had arrived at the \$10,000 maximum salary set forth in AB 595. Mr. Cunningham said that the entire bill was the result of a meeting of all elected officials and a resolution that had been drawn.

Both County Commissioner Leo Sauer and J. C. McKenzie stated that the \$10,000 maximum was a maximum amount that neither of them intended to ask for at the present time.

In the questioning that followed it was developed that the workload of county commissioners has greatly increased. Commissioner McKenzie intimated that during the last month there were 20 meetings. He said said the workload has increased 4 to 5 times. Commissioner Coppa said that he had only been a commissioner for two months and that in that time he had only been able to devote one week to his regular work. He said that the demands on the job are great and that to get well qualified people to seek the job the compensation should be increased.

Washoe County Clerk Harry Brown said that in defense of the county commissioners he wanted to explain that when the meeting of the elected officials was held on this matter none of the commissioners would specifically propose a salary figure and that the figures arrived at were the considered judgment of all who knew the demands of the job. He also outlined the big variance between appointed department head salaries and those of the elected officials.

Sheriff C. W. Young addressed the committee and stated that he would urge their consideration of the manner in which he is paid. He did not feel that he was being inadequately compensated, he said, but said that part of his salary derived from commissions from license fee sales and as such he received no credit toward retirement benefits from that portion of his salary. He asked consideration to be placed on a straight salary. He told the committee that Washoe County is the only one which pays the sheriff on the basis of commissions.

Chairman Hal Smith here stated that he felt that the committee

should refer AB 595 back to the sponsors to be cleaned up and resubmitted for consideration. He said that the committee believed in home rule but that the bill was full of variables. He suggested that the Washoe County Delegation get together with a sub-committee composed of committee members. He appointed Assemblymen Hilbrecht, Mello and Lingenfelter from the committee to set definite figures and "clean up" the bill.

At this point, Assemblyman Hilbrecht stated that a further discussion of the Washoe County District Attorney's office would be had with Mr. Raggio, and Chairman Smith excused the Washoe County officials from the meeting.

Mr. Jeff Springmeyer was introduced to the committee with some joviality inasmuch as he had been retired from the legislative counsel and was familiar with most of the committee from past experience. Mr. Springmeyer introduced himself as being a representative of the Ormsby County Cemetery District as was appearing on behalf of SB 56 which would allow cemetery districts to charge fees. He said that in the 1967 session cemetery districts were consolidated with general improvement districts and that in the process cemetery districts were prohibited from charging fees. This bill was requested to repeal the prohibition against charging fees. Mr. Springmeyer urged the committees' support of SB 56.

Assemblyman Hilbrecht asked who was doing the grave-digging work at the present time. Mr. Springmeyer stated that the morticians are hiring private persons to do it and that with the proper equipment the cemetery districts could do it more efficiently and more economically and that in the process they could raise revenue to aid in the support of the district. It was developed that improvement districts should not be allowed this power and that this bill would apply only to the Ormsby County and other cemetery districts.

Mr. Springmeyer was thanked for his presentation and excused from the meeting.

Chairman Smith then stated that although the joint hearing had been held on AB 127 at that time the weather prevented attendance of two from Clark County who wished to be heard. Introduced to the committee was Mr. Clayton H. Gill of the Clark County Teachers' Association.

Mr. Gill thanked the committee for being given the opportunity to appear and provided the members with copies of a negotiated agreement which has been adopted in Clark County between the Clark County Classroom Teachers and the Board of School Trustees. This is appended to and made a part of these minutes. Mr. Gill said that this agreement had been adopted by an overwhelming vote of the teachers.

Mr. Henrickson here indicated that this agreement may prove to be an illegal one. Mr. Gill said that determination would have to be made by the attorneys involved.

Mr. Gill went through the document pointing out the paragraph on page 1 which sets forth the areas which are subject to negotiation.

He emphasized that Article II recognizes the value of exclusive representation as an accepted principle for negotiations as being superior to a system of dealing with a number of different organizations. The processes of negotiation are outlined and set forth in Article III.

Mr. Gill said that their agreement calls for a process of mediation and fact finding in which the use of skilled and impartial mediators is called for in Article IV.

Mr. Gill advised the committee that since its adoption this agreement has elicited a very favorable response from the teachers of Washoe County.

Assemblyman Lingenfelter noted that the agreement excludes principals and vice principals. Mr. Gill said the feeling is that that group wish to organize themselves as being more closely identified with administration.

At this point, Chairman Smith recognized the arrival of District Attorney Raggio from Washoe County and asked that Mr. Gill delay the balance of his presentation so that the committee could complete its hearing on AB 595.

Mr. Raggio said he had copies of an appeal to the Washoe County Assembly Delegation and the Resolution submitted to them regarding AB 595 which he distributed. These are appended and made a part of these minutes. He said a study was made of the comparative salaries of elected and appointed county officials and as set forth in the letter and resolution attached were the basis for AB 595. He stated that most of the elected officials in Washoe County are career men in the county government having long tenure and that vast inequities exist in the compensation they receive as compared with appointive officials within their own departments. He said that recently on the state and federal level this fact has been recognized and is being corrected.

Assemblyman Hilbrecht asked about the staff of the District Attorney's office in Washoe County. Mr. Raggio said he has four Chief Deputies and that there are 13 assistants. He said that unlike Clark County his staff must also assist in advising legally the various county boards in addition to their regular staff duties. Mr. Raggio said that his deputies have the privilege of private practice that is very restricted in that they may not have separate offices or undertake any prolonged civil matters or conflicting matters.

Assemblyman Hilbrecht asked what the feeling would be if they salary were increased and the privilege of private practice removed. Mr. Raggio said there would be no objection but "be prepared to pay the price".

It was developed that any attorney deprived of the privilege would be forfeiting his value in the future practice of law when he leaves public service. It would be difficult to assess the value of this. Mr. Raggio confirmed County Manager Kinnison's statement that he felt it would cost an additional \$100,000.

On the question of what was the lowest salary paid in his office

asked by Assemblyman Lingenfelter, Mr. Raggio advised that his lowest assistants are paid \$11,500 and range upward to \$19,500 maximum. It was asserted that his office has difficulty filling vacancies and that there were not any substantial waiting lists.

Chairman Smith apprised Mr. Raggio of the fact that AB 595 had by action of the committee been referred back for revamping and that a sub-committee consisting of Lingenfelter, Mello and Hilbrecht had been designated to work with the Washoe Delegation. Assemblymen Lingenfelter and Hilbrecht requested Mr. Raggio to furnish the sub-committee with statistics covering the actual salaries and suggested "private-practice removal" incentives that would be necessary. This was agreed to be done and Mr. Raggio said he would attempt to have the information requested by the early part of next week.

District Attorney Raggio was asked what he felt with regard to the Sheriff being placed on straight salary and removed from the commission fee reimbursement. Mr. Raggio said he felt the Sheriff should be placed on a salary basis.

Mr. Raggio was thanked for his presentation and excused from the meeting.

Mr. Clayton Gill then introduced Mr. Larry Arp a Clark County Classroom Teacher to continue the presentation on AB 127.

Mr. Arp said that the reason this bill is so important is that it would help lay the type of groundwork needed to improve the general educational climate between the schools and teachers. He repeated the presentation of those others who appeared before the committee with regard to teacher's desire to participate in the formulation of the education programs, the establishment of negotiation channels of communication, and the recognition of the teacher as a professional who could aid. It was developed that in the entire educational structure negotiation is in a limited sense continual and these processes would not in Mr. Gill and Mr. Arp's opinion lead to a chaotic structure wherein education would be drowned in a sea of negotiations.

Discussion followed in which the committee outlined that in every structure the definitive roles of each member must be recognized and all "Indians cannot be Chiefs". SB 87 was discussed for its acceptable points and again the teachers desire for separate notice for the purpose of negotiation was emphasized.

Assemblyman Dini asked whether the teachers wished to entirely circumvent the school boards. The reply was that they did not but wished a process of better negotiation and participation.

Mr. James Butler reviewed the presentation he made previously in the joint hearing and added some specific instances in this state wherein negotiations would prove effective in preventing foreseeable damage occurring within the system.

Chairman Smith recognized that Mr. Gill and Mr. Arp had to make travel connections and thanked them for their presentation. He particularly thanked them for presenting their agreement for

the committee's consideration.

Mr. Butler emphasized the value of exclusive recognition in negotiations and how this process places organizational responsibility.

Mr. I. R. Ashleman of the Firefighters Federation submitted a very detailed analysis of SB 87 to the committee and this report is made a part of these minutes. He advised the committee that the bill supported by the Firefighters was being introduced in the Senate March 12. He also reviewed his statements in the previous hearing and stressed the value of arbitration procedures.

Mr. Robert Charlebois, Regional Manager, American Arbitration Association introduced himself to the committee and asked to make a presentation. He said he was present largely in connection with pending legislation in connection with the arbitration statute which is being updated and made to follow the model uniform statute. He said that as an arbitrator he felt that much of the language contained in the Dodge Bill SB 87 could be removed in favor of the uniform statute that is pending. The term "fact finding" actually is provided for in the statute and he suggested the committee look to these possibilities. He submitted the Voluntary Labor Arbitration Rules of the American Arbitration Association to the committee. These have been copies and made a part of these minutes.

The committee was able to question Mr. Charlebois on the various costs of voluntary arbitration procedures. He was thanked for his presentation and Chairman Smith assured him that he would be notified when the committee plans to hear the revised statute on arbitration.

Chairman Smith said that the committee would hear jointly with the Senate all of the air pollution bills tomorrow, Tuesday, at 2:00 p.m. in the Senate Chambers.

Assemblyman Hilbrecht stated he had prepared an amendment for AB 282 which clarify the "insubstantial" wording. In subsection 2, line 18 should read: "Whenever a project is sufficiently completed to be placed into service and a portion of the contract work not exceeding five percent of the total price of the contract" etc.

Getto moved Do Pass AB 282 as amended.
Lingenfelter seconded.
Motion unanimously passed.

It was noted that the amendment to SB 43 had been prepared.

Getto moved Do Pass SB 43 as amended.
Motion seconded.
Motion unanimously passed.

SJR 12 which urges Congress to refrain from interfering in state administration of welfare programs was discussed.

Hilbrecht moved Do Pass SJR 12.
Motion seconded.
Motion unanimously passed.

SJR 15 which requests Senator Bible to introduce legislation concerning Lake Tahoe was discussed. 218

Lingenfelter moved Do Pass SJR 15.

Motion seconded.

Motion unanimously passed.

AB 361 which provides single assessment limitation for equipping and maintaining fire districts was discussed. Assemblyman Lingenfelter suggested that the bill be amended to allow 1-1/2% for both equipping and maintaining. Assemblyman Dini objected on the basis of some property rates involved.

Getto moved Do Pass AB 361.

Motion seconded.

Motion unanimously passed.

It was agreed to defer action on AB 362 until Assemblyman Branch could be present.

Chairman Smith presented some proposed bills to the committee which has been requested for introduction.

Dini moved that BDR 1791 be introduced.

Getto seconded.

Motion unanimously passed.

Hilbrecht moved that the committee introduce the BDR providing for a legislative study of the public retirement system.

Getto seconded.

Motion unanimously passed.

Lingenfelter moved that BDR 22-1679* which permits appointed members of the planning commission to hold other public office in certain cases be introduced.

Motion seconded, and unanimously passed.

It was agreed to defer action on SB 148 until the next meeting.

Meeting adjourned.

*AB 662

PROFESSIONAL NEGOTIATION POLICY OF AGREEMENT

Between

CLARK COUNTY SCHOOL DISTRICT

and

CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION

PREAMBLE

The Board of School Trustees of the Clark County School District supports the cooperative development of a professional negotiations policy of agreement with the Clark County Classroom Teachers Association. It is our sincere belief that such an agreement is in the best interests of our students inasmuch as the kinds of things that will be mutually considered and subsequently agreed upon will improve the educational environment of our professional staff members and thus increase the effective and efficient operation of our schools. This, in turn, will be a direct benefit to the students and move us closer to our stated goal of providing a quality educational program for the children of the Clark County School District.

We believe that this mutually developed agreement must fall within the framework of all constitutional, statutory and legal provisions of the State of Nevada and, therefore, designate this effort as a professional negotiations policy agreement. This emphasizes that until appropriate legislation is passed in regard to professional negotiations, this document falls under the purview of policy.

This Policy of Agreement is adopted by and between the Clark County School District in the City of Las Vegas, County of Clark and State of Nevada and the Clark County Classroom Teachers' Association.

WHEREAS, the Clark County Board of School Trustees in the City of Las Vegas, County of Clark, State of Nevada and the Clark County Classroom Teachers' Association, the parties to this Policy of Agreement, recognize and declare that providing quality education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to salaries, fringe benefits, teaching conditions, grievance procedures, and all other matters to be agreed to by both parties affecting professional services, and

WHEREAS, members of the teaching staff in the District have the right to join or not to join, any organization for their professional or economic improvement:

NOW, THEREFORE IT IS AGREED:

ARTICLE I -- DEFINITIONS

- 1-1 The term "teachers" as used in this Policy of Agreement shall refer to all regularly assigned teachers represented exclusively by the Association as defined in Article II, Recognition.
- 1-2 The term "Board" as used in this Policy of Agreement shall mean the Board of School Trustees of the Clark County School District.
- 1-3 The term "Association" as used in this Policy of Agreement shall mean the Clark County Classroom Teachers' Association.
- 1-4 The term "School District" as used in this Policy of Agreement shall mean the Clark County School District.
- 1-5 The term "Superintendent" as used in this Policy of Agreement shall mean the Superintendent of Schools of the Clark County School District.
- 1-6 The term "Administrator" means any person who is certificated as such by the State Department of Education of the State of Nevada and who performs duties that require Administrative certification, and such are excluded from this Policy of Agreement.
- 1-7 The term "Board" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "Board" and "Association" as such, each reserves the right to act hereunder by Committee or designated representatives.
- 1-8 The term "School Year" as used in this Policy of Agreement shall mean the period of time from the first contracted day in the fall, through the last contracted day in the spring, as agreed upon by the Board and Association.
- 1-9 The term "Negotiation" means meeting, conferring, consulting and discussing in good faith effort to reach agreement in relation to terms and conditions of professional service and other matters of mutual concern.

ARTICLE II -- RECOGNITION

- 2-1 The Board hereby recognizes the Association as the exclusive

representative of all certified personnel of the District, but excluding the Superintendent, Associate Superintendents, Area Administrators, Coordinators, Principals, Assistant Principals, Directors, Specialists, and other Administrative personnel.

ARTICLE III -- NEGOTIATIONS

It is agreed that all proposals that may arise under this Policy of Agreement shall be negotiated.

- 3-1 Requests for meetings may be made by either party directly to the other in writing. In the case of requests to the Board, such requests will be made to the Superintendent or his designated representative, with a carbon copy being sent to the President of the Board. In the case of requests to the Association, such requests shall be made to the President, with a carbon copy to the Commissioner of Negotiations. As of the date of receipt of such requests, the parties will meet within fifteen (15) days at a mutually convenient meeting place and date. All such requests shall contain the reasons for the meeting requested. Written requests for meetings, conforming to this Policy of Agreement, shall be honored only from designated representatives of the parties.
- 2 The parties agree that they will make a good faith effort to resolve matters to their mutual satisfaction and agreement. In furtherance of this objective, it is recognized that either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.
- 3-3 The Board agrees to provide the Association any information that will assist the Association in developing constructive proposals in behalf of teachers, students, and the school system. Such information shall include complete and accurate financial reports and the tentative budget for the next school year.
- 3-4 For their mutual assistance in successfully concluding negotiations, the parties by mutual agreement may appoint ad hoc study committees to do research, to study and develop projects, programs and reports and to make findings and recommendations to the parties.
- 3-5 It is understood and agreed that all tentative agreements negotiated between the parties and subsequently ratified by the parties, shall be set down in writing, and as such shall become a part of the official minutes of the Board.
- 6 When meetings are scheduled during school hours, it is understood that the Association representatives shall be allowed released time without loss of pay and that substitutes shall

be provided by the District.

- 3-7 During negotiations releases to news media shall be made only as jointly agreed upon by the parties.

ARTICLE IV -- MEDIATION AND FACT FINDING

- 4-1 In the event the parties fail to reach agreement as a result of direct negotiations, either party may request the appointment of a mediator. Mediation shall be restricted to the specific issues remaining unresolved.
- 4-2 The parties shall first attempt to mutually agree upon a mediator. In the event the parties are unable to agree on a mediator, the mediator shall be selected in the following manner.
- 4-3 The parties shall request the Federal Mediation and Conciliation Service to mediate. In the event the Federal Mediation and Conciliation Service is not able to act, the parties shall request that the Federal Mediation and Conciliation Service submit to each party a list of names of five (5) persons skilled in mediation, qualified by general background in the field of education and special understanding of the issues at hand. Each party has seven (7) days from the mailing date to cross off any names to which it objects, number the remaining names in the order of its preference, and return the list to the Federal Mediation and Conciliation Service. If a party does not return the list within the specified time, all persons named therein shall be deemed acceptable.
- 4-4 From among the persons who have been approved on both lists, the Federal Mediation and Conciliation Service shall select a mediator. If the Federal Mediation and Conciliation Service shall not be able to act or refuses to act, the mediator shall be selected by placing the names in a lot of five (5) mutually acceptable qualified Universities having Schools of Industrial Labor Relations, and a disinterested party to this Policy of Agreement shall select at random a name from this lot, and the name drawn will then have the Dean of its School of Industrial Labor Relations select a mediator who must be acceptable to both parties.
- 4-5 All meeting arrangements such as dates, places, agenda, etc., shall be arranged by the mediator.
- 4-6 All agreements reached through mediation shall, as in the case of all other negotiated agreements, be tentative subject to ratification by the parties as provided in Section 3-5.
- 4-7 During mediation releases to news media shall be made only as jointly agreed upon by the parties.

- 4-8 In the event mediation as described in Section 4-1 fails to bring about agreement on all issues, either party may request that the issues still in question be submitted to a factfinder. In the event the parties are unable to agree on a factfinder, the factfinder shall be selected in the manner provided below.

- 4-9 The parties shall request the Federal Mediation and Conciliation Service to serve as factfinder. In the event the Federal Mediation and Conciliation Service is not able to act itself it shall be asked to submit to each party an identical list of names of five (5) persons skilled in fact finding. Each party has seven (7) calendar days from the mailing date to cross off any names to which it objects, number the remaining names in the order of preference, and return the list to the Federal Mediation and Conciliation Service. If a party does not return the list within the specified time, all persons named therein shall be deemed acceptable.

- 4-10 From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the Federal Mediation and Conciliation Service shall invite the acceptance of a factfinder.

- 4-11 If the Federal Mediation and Conciliation Service shall not be able to act or refuses to act, the factfinder shall be selected by placing the names in a lot of five (5) mutually acceptable qualified Universities having Schools of Industrial Labor Relations, and a disinterested party to the Policy of Agreement shall select at random a name from this lot, and the name drawn will then have the Dean of its School of Industrial Labor Relations select a factfinder who must be acceptable to both parties.

- 4-12 The factfinder shall have the authority to hold hearings and make procedural rules not in conflict with State law or Clark County School District rules and regulations.

- 4-13 Within fifteen (15) calendar days after the conclusion of such hearings, the factfinder shall submit a report in writing to the Board and the Association only. The report shall be advisory only, and binding on neither the Board nor the Association.

- 4-14 Within seven (7) calendar days after receiving the report of the factfinder, the Board and the Association will meet to discuss the report. No public release shall be made until after such meeting.

- 4-15 The respective parties shall take official action on the report of the factfinder no later than fifteen (15) calendar days after the meeting described in Section 4-14 above.

ARTICLE V -- COSTS

- 5-1 All costs and expenses incurred in securing and utilizing the services of advisors and consultants shall be paid by the party engaging the advisor or consultant.
- 5-2 All costs and expenses, including per diem payments and travel allowances, incurred as a result of mediation and fact finding, shall be paid by the party engaging the service except that in the case of the mediator and factfinder the costs and expenses shall be shared equally by both parties.

ARTICLE VI -- TERM OF POLICY OF AGREEMENT

This Policy of Agreement shall remain in effect from year to year unless terminated or changed pursuant to the following conditions:

- 6-1 If either party desires to change any provision of the Policy of Agreement such party shall notify the other in writing not more than ninety (90) days prior to June 30. Upon such notification, the parties agree to enter into negotiations for modification within sixty (60) days of receipt of notification.
- 6-2 All agreements reached by the parties subsequent to the ratification of this agreement shall be attached hereto and made a part hereof and shall have full force and effect as Board Policy until such time as they are modified or changed by joint agreement.

ARTICLE VII -- CONFORMITY TO LAW

- 7-1 The terms of this Policy of Agreement shall not apply where inconsistent with constitutional, statutory, or other legal provisions of the State of Nevada, or the United States.

February 17, 1969

Honorable Bart Schouweiler
Chairman, Washoe County Delegation
Nevada State Legislature
Carson City, Nevada

Dear Mr. Schouweiler:

This letter is addressed to you as Chairman of the Washoe County Delegation, and copies are being sent to each member of the Delegation.

Proposals are being made throughout the state which, if enacted, will increase salaries of various elected county officials, and, likewise, there is need for revision in Washoe County. In Washoe County a great inequity exists and has existed for some time in the salaries paid to elected county officials. It hardly needs be pointed out that the increase in population has resulted in increased demands, responsibilities, and increased efforts on the part of Washoe County office-holders.

Frankly speaking, the problem has not been dealt with adequately by previous legislative sessions, and, admittedly, one reason for this has been the reluctance of office holders themselves to further their own causes. Further, we think the delegation can take notice of the fact that almost without exception, the officers of Washoe County have held their positions, or been associated with these positions, for unusually long periods of time, and to a large extent are career officers.

Within Washoe County there exists at present some great inequities. The following are examples of salaries received by appointed County officials:

Washoe County Manager	\$, 23,430
Washoe County Health Officer	25,330
Director of Public Works	17,340
Washoe Medical Hospital Administrator	29,500
(Proposed increase to \$35,000)	
County Superintendent of Schools	24,000
(Increase proposed)	
Associate Superintendents of Schools	19,500

In addition, the appointed officials of Washoe County will automatically receive an increase on July 1, 1969.

Many similar comparisons could be made with salaries set for state and city officials, and with proposed judicial salaries.

Hon. Bart Schouweiler
February 17, 1969
Page Two

It is, therefore, requested that legislation be introduced (similar to that which is being proposed by Clark County) which would allow the Board of County Commissioners to set salaries between the indicated minimums and maximums.

<u>County Officer</u>	<u>Minimum</u>	<u>Maximum</u>
District Attorney	\$ 18,000	\$ 30,000
Sheriff	17,000	28,000
Clerk	15,000	20,000
Assessor	15,000	20,000
Auditor/Recorder	15,000	20,000
Treasurer	13,200	18,200
County Commissioners		10,000 specified

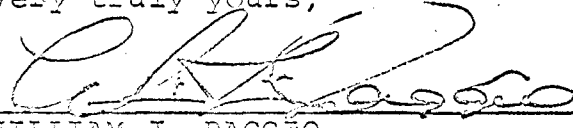
In the case of the Sheriff, his salary should be set without the necessity of resorting to collection of fees and commissions, and such fees and commissions should be turned over to the County General Fund.

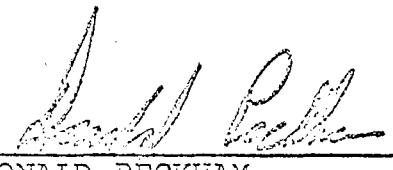
As a result of existing law, the salaries in Washoe County are frozen, which is not true in any other county. The present law, Chapter 321, 1963 statutes, is unrealistic, since salaries have been at the maximum allowed, and the law does not allow the ordinance to be amended or repealed during terms of office. This is not true in other counties, and is a complete inequity.

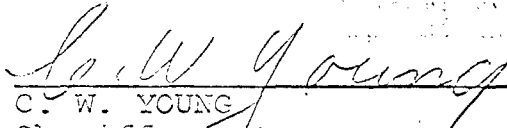
The above proposal has been noticed by the Board of County Commissioners for a public hearing on March 5, 1969, in accordance with the provisions of N.R.S. §244.257.

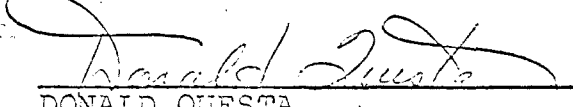
The undersigned elected officials will hope to meet with you to discuss this proposal in more detail, and would appreciate your favorable consideration of this request.

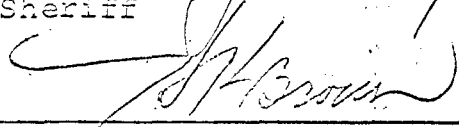
Very truly yours,

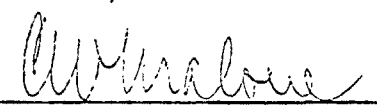

WILLIAM J. RAGGIO
District Attorney


DONALD PECKHAM
Assessor


C. W. YOUNG
Sheriff


DONALD QUESTA
Auditor/Recorder


H. K. BROWN
Clerk


C. W. MALONE
Treasurer

NOTICE OF PUBLIC MEETING

Notice is hereby given that the Board of County Commissioners' of Washoe County intends to purpose to the Legislature an increase in salary for the elected officers of such County by adopting the following Resolution at a public meeting to be held in the Board's regular meeting room in the Courthouse, Reno, Nevada, on Wednesday, March 5, 1969 at 9:30 a.m.:

R E S O L U T I O N

WHEREAS, increased activity within Washoe County has resulted in increased demands, responsibilities and efforts on the part of Washoe County elected office holders; and

WHEREAS, it is proper that Washoe County elected officials be given compensation commensurate with said increased responsibilities and requirements of greater efforts; and

WHEREAS, it is necessary to recognize the higher living costs and inequities which exist with respect to salaries of other Federal, State and Local elected public officials and appointed office holders.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Washoe County that they go on record as favoring increases in salaries of the hereafter-named elected officials of Washoe County, said salaries, with the exception of salaries for the County Commissioners, to be established by action of the Board of County Commissioners within the minimums and maximums hereinafter prescribed:

<u>County Officer</u>	<u>Minimum</u>	<u>Maximum</u>
District Attorney	\$ 18,000	\$ 30,000
Sheriff	17,000	28,000
Clerk	15,000	20,000
Assessor	15,000	20,000
Auditor/Recorder	15,000	20,000
Treasurer	13,200	18,200
County Commissioners	Specified	10,000

All persons desiring to attend to protest or affirm
may do so at the above named time and place.

H. K. BROWN, COUNTY CLERK

PUBLISH: Nevada State Journal
FEBRUARY 27, 28 and
MARCH 1 and 3, 1969

R E S O L U T I O N

WHEREAS, increased activity within Washoe County has resulted in increased demands, responsibilities and efforts on the part of Washoe County elected office holders; and

WHEREAS, it is proper that Washoe County elected officials be given compensation commensurate with said increased responsibilities and requirements of greater efforts; and

WHEREAS, it is necessary to recognize the higher living costs and inequities which exist with respect to salaries of other Federal, State and Local elected public officials and appointed office holders.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Washoe County that they go on record as favoring increases in salaries of the hereafter-named elected officials of Washoe County, said salaries, with the exception of salaries for the County Commissioners, to be established by action of the Board of County Commissioners within the minimums and maximums hereinafter prescribed:

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Auditor/Recorder	15,000	20,000
Treasurer	13,200	18,200
County Commissioners	Specified	10,000

DATED this 26th day of February, 1969.

HARRY J. MANGRUM, JR.

I. R. ASHLEMAN, II
COUNSELOR AND ATTORNEY AT LAW
415 EAST BRIDGER
LAS VEGAS, NEVADA 89101
TELEPHONE 384-5523

March 6, 1969

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Honorable Carl Dodge
Nevada State Senator
State Capitol Building
Carson City, Nevada

Dear Senator Dodge:

It was a real pleasure meeting and conferring with you on your bill, SB 87. In response to your request, I reduced my remarks to writing. At your suggestion, I am also furnishing copies of this memo to other members of the Legislature.

1. Let me begin by suggesting that since you already have provisions for mediation and fact finding, a provision for arbitration either voluntary or when the board felt it was in the public interest, might be a very useful addition to your bill. Arbitration, I might add, as you know, does not necessarily mean a loss of discretion. The parties can, or the board could, under appropriate legislation, narrow the issues so that only the impasse issues would be submitted. The arbitrator could be further limited by guidelines. Such guidelines could be that hours may not be increased, or that source of tax funds must be considered, etc.

2. Let me again impress upon you the necessity for making it clear that the parties could negotiate upon a grievance proceeding. The grievance procedure in my judgment has contributed more to industrial democracy and stable labor relations than any other single device of good labor relations. It allows for adjustment of normally petty matters inexpensively and before they reach a danger point. It also makes certain that problems are handled at the proper level; initially through an informal meeting of the immediate superior involved and the employees involved. From there you go up through the chain exhausting the various levels of command.

3. Another matter of great importance is that found in your Section 12 in the last sentence under 1. I think that "local government employee" should be changed to "department head" since in the police and fire services relatively low level employees are technically supervisors even though

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they do not, in fact, control matters of substantive policy.

4. Another area of concern would be that apparently under the Dodge Bill minority groups who did not represent majority of a given unit, could negotiate, and it is perhaps open to argument that more than one employee organization could be negotiating on matters in the same department or unit. This system has been used by the federal government under Executive Order 10988. It has caused a great deal of chaos, conflicting demands and virtually all parties concerned, heartily wish that it did not exist. Candidly, I might say that the unions do not object as much as management. In this instance, management, I feel, is correct.

5. Another section that I do not particularly object to, but feel it unnecessary, is your detailed delineation of fact findings, subpoenas, enforcement of hearings and so on. It has been my personal experience that the interest of the parties, causes them to come forward with the evidence, if any. The board, mediator, arbitrator or fact finding panel need only allude to the drawing of adverse inference if witnesses are not produced to gain desired information.

6. As to your penalty sections, I would question the constitutionality as well as the desirability of forfeiture of retirement contributions, and Teachers Certificates. As to withholding all or any part of salary or wages, I would suggest language such as "except previously earned", which might help clarify the constitutional question.

7. I think that lowering the fine to \$10,000 for organizations and \$100 for officers would render your bill a great deal more palatable to labor organizations without in any manner diluting the necessary power to deal with the situation. Undesirable as a public strike might be, it is still not an original sin. A public employee who is convicted of murder or, for that matter, treason, does not so far as I know, forfeit his retirement contributions, etc. I am sure that you are aware that under the New York Taylor Act, the attempt to exact extraordinary penalties has met with abysmal failure.

As a general remark to the prevention of strikes, I reiterate that compulsive arbitration or creating the power of a board to order arbitration where public necessity requires it, will, as a practical matter, obviate a strike threat. Public employees are often of the view that if no one will hear their plea they have no alternative but to strike. I know of no instance of a strike occurring in the face of an arbitration award, however unpalatable such award might be to the parties. Arbitration

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is nearly the only device in labor relations which frightens labor and management equally, and therefore, leads them to voluntarily compose their differences before things get that far.

8. Certain other problems in your bill come under the heading of minor language changes. In Section 8 at subsection 2, the "2" should be changed to a "C" so that the word "concerted" applies. Otherwise, a feigned illness to cover up an employees peccadillo such as the desire to go fishing, would be grounds for a discharge. I am sure the committee does not intend that result.

9. In section 9, at Article 2, it should be made clear that individual employee representation is permitted so long as the Union is notified of the result, and given an opportunity to attend any hearings and so long as the individual bargaining may not be in derogation of contractual rights. Any other approach leads to either frivolous complaints to management that most responsible labor unions would not process; multiple bargaining situations discussed above, or speedy destruction of the benefits of any previous agreement between the parties. The Governor's bill in the private sector contains language protecting the individual employee as does the National Labor Relations Act. I am sure that Frank Daykin can furnish you with a copy of both.

10. In Section 10, at subsection 1, you use the words "physical condition of employment". I think of course, you are trying to protect the local government from bargaining over policy matters. It seems to me that the appropriate language could be put in your Rights clause, Section 10, at subsection 2, to protect that situation. I believe that the use of the word "physical" is a litigation breeder. The classical language used is "conditions of employment". This term has been well defined by the courts previously.

11. Section 10, at subsection 2(b) should be modified to make it clear that grievance procedures are permitted as previously discussed.

12. Section 11, at subsection 2, may lead to litigation. I think "cause" should be defined in terms of a strike or that this power should be given to your board with the requirement that they publish what "cause" means, after following the procedures of Nevada's Administrative Procedures Act. (NRS 233(b)). I would suggest that in addition to your recognition procedures, you adopt language similar to that which the Firemen used in their bill, providing for elections. Another good source of workable language would be that found in the Governor's bill on private employee bargaining. I do not feel the unions need

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the election provision, but in the interests of democracy it should be provided. I believe that without these procedures there is some danger of irresponsible individuals gaining power in the unions. I would also like to suggest that the Secretary of Labor or some other party experienced in these matters, be made a non-voting secretary of your board so that the entire board is not required to convene to do leg work.

13. In the interests of clarity, at all points where you provide for a hearing, you should specify Chapter 233(b). In all places where you provide for judicial review you should specify Chapters 233.130 to 233.150.

14. Finally, might I comment that your phrase under Section 11, at subsection 3, allowing board decisions to be binding upon the local government, is indicative of recognition that the principal of arbitration is not, per se, repugnant to you. Your language, in effect, allows arbitration upon the limited issue of employee organization. If you think that the permanent board approach is more palatable as an approach to arbitration, I am sure we could work out some language to cover the situation.

15. You have heard my comments on the firemen's bill, so I will not repeat them. I will not comment on the teacher's bill because I do not feel there is any real sentiment in the legislature for its passage. However, I do want to make it clear that we do not wish to encourage striking and we do not wish to influence substantive policy matters.

16. I have a copy of the Nevada Public Employment Relations Act dated 1/16/69 which is the unofficial proposal of a minority of city officials. On page 3, it defines "administrative employee". I would feel better about this definition if I knew whether or not it included a fire captain.

17. On page 8, Section 000.090, at subsection 1, I would object to the designated officers as being members of the commission. I would prefer your method of designation. In Section 3(a) on the same page, I believe it is necessary to use the language in the firemen's bill to provide the framework for deciding units. (Previous history, etc.).

18. On page 9, under "K" where certain powers are delegated, I think an appeal to the full board should be made available.

19. My previous comments as to the appropriate definition of a unit, applies to page 10, Section 000.101, subsection "A".

20. At page 13F, my previous comments as to the desirability of

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compulsory arbitration would apply.

Again, I want to congratulate you on your leadership in this matter and recognition that something should be done in this area. I am looking forward to seeing you at the committee hearings.

Sincerely,

I.R. ASHLEMAN

IRA:cb

VOLUNTARY LABOR ARBITRATION RULES

of the

AMERICAN ARBITRATION ASSOCIATION

as amended and in effect February 1, 1965



AMERICAN ARBITRATION ASSOCIATION

140 West 51st Street New York, N. Y. 10020

AMERICAN ARBITRATION ASSOCIATION VOLUNTARY LABOR ARBITRATION RULES

1. **Agreement of Parties**—The parties shall be deemed to have made these Rules a part of their arbitration agreement whenever, in a collective bargaining agreement or submission, they have provided for arbitration by the American Arbitration Association (hereinafter AAA) or under its Rules. These Rules shall apply in the form obtaining at the time the arbitration is initiated.
2. **Name of Tribunal**—Any Tribunal constituted by the parties under these Rules shall be called the Voluntary Labor Arbitration Tribunal.
3. **Administrator**—When parties agree to arbitrate under these Rules and an arbitration is instituted thereunder, they thereby authorize the AAA to administer the arbitration. The authority and obligations of the Administrator are as provided in the agreement of the parties and in these Rules.
4. **Delegation of Duties**—The duties of the AAA may be carried out through such representatives or committees as the AAA may direct.
5. **National Panel of Labor Arbitrators**—The AAA shall establish and maintain a National Panel of Labor Arbitrators and shall appoint arbitrators therefrom, as hereinafter provided.
6. **Office of Tribunal**—The general office of the Labor Arbitration Tribunal is the headquarters of the AAA, which may, however, assign the administration of an arbitration to any of its Regional Offices.
7. **Initiation Under an Arbitration Clause in a Collective Bargaining Agreement**—Arbitration under an arbitration clause in a collective bargaining agreement under these Rules may be initiated by either party in the following manner:
 - (a) By giving written notice to the other party of intention to arbitrate (Demand), which notice shall contain a statement setting forth the nature of the dispute and the remedy sought, and
 - (b) By filing at any Regional Office of the AAA two copies of said notice, together with a copy of the collective bargaining agreement, or such parts thereof as relate to the dispute, including the arbitration provisions. After the Arbitrator is appointed, no new or different claim may be submitted to him except with the consent of the Arbitrator and all other parties.
8. **Answer**—The party upon whom the demand for arbitration is made may file an answering statement with the AAA within seven days after notice from the AAA, in which event he shall simultaneously send a copy of his answer to the other party. If no answer is filed within the stated time, it will be assumed that the claim is denied. Failure to file an answer shall not operate to delay the arbitration.
9. **Initiation under a Submission**—Parties to any collective bargaining agreement may initiate an arbitration under these Rules by filing at any Regional Office of the AAA two copies of a written agreement to arbitrate under these Rules (Submission), signed by the parties

and setting forth the nature of the dispute and the remedy sought.

10. Fixing of Locale—The parties may mutually agree upon the locale where the arbitration is to be held. If the locale is not designated in the collective bargaining agreement or submission, and if there is a dispute as to the appropriate locale, the AAA shall have the power to determine the locale and its decision shall be binding.

11. Qualifications of Arbitrator—No person shall serve as a neutral Arbitrator in any arbitration in which he has any financial or personal interest in the result of the arbitration, unless the parties, in writing, waive such disqualification.

12. Appointment from Panel—If the parties have not appointed an Arbitrator and have not provided any other method of appointment, the Arbitrator shall be appointed in the following manner: Immediately after the filing of the Demand or Submission, the AAA shall submit simultaneously to each party an identical list of names of persons chosen from the Labor Panel. Each party shall have seven days from the mailing date in which to cross off any names to which he objects, number the remaining names indicating the order of his preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an Arbitrator to serve. If the parties fail to agree upon any of the persons named or if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the Administrator shall have power to make the appointment from other members of the Panel without the submission of any additional lists.

13. Direct Appointment by Parties—If the agreement of the parties names an Arbitrator or specifies a method of appointing an Arbitrator, that designation or method shall be followed. The notice of appointment, with the name and address of such Arbitrator, shall be filed with the AAA by the appointing party.

If the agreement specifies a period of time within which an Arbitrator shall be appointed, and any party fails to make such appointment within that period, the AAA may make the appointment.

If no period of time is specified in the agreement, the AAA shall notify the parties to make the appointment and if within seven days thereafter such Arbitrator has not been so appointed, the AAA shall make the appointment.

14. Appointment of Neutral Arbitrator by Party-Appointed Arbitrators—If the parties have appointed their Arbitrators, or if either or both of them have been appointed as provided in Section 13, and have authorized such Arbitrators to appoint a neutral Arbitrator within a specified time and no appointment is made within such time or any agreed extension thereof, the AAA may appoint a neutral Arbitrator, who shall act as Chairman.

If no period of time is specified for appointment of the neutral Arbitrator and the parties do not make the appointment within seven days from the date of the

appointment of the last party-appointed Arbitrator, the AAA shall appoint such neutral Arbitrator, who shall act as Chairman.

If the parties have agreed that the Arbitrators shall appoint the neutral Arbitrator from the Panel, the AAA shall furnish to the party-appointed Arbitrators, in the manner prescribed in Section 12, a list selected from the Panel, and the appointment of the neutral Arbitrator shall be made as prescribed in such Section.

15. Number of Arbitrators—If the arbitration agreement does not specify the number of Arbitrators, the dispute shall be heard and determined by one Arbitrator, unless the parties otherwise agree.

16. Notice to Arbitrator of His Appointment—Notice of the appointment of the neutral Arbitrator shall be mailed to the Arbitrator by the AAA and the signed acceptance of the Arbitrator shall be filed with the AAA prior to the opening of the first hearing.

17. Disclosure by Arbitrator of Disqualification—Prior to accepting his appointment, the prospective neutral Arbitrator shall disclose any circumstances likely to create a presumption of bias or which he believes might disqualify him as an impartial Arbitrator. Upon receipt of such information, the AAA shall immediately disclose it to the parties. If either party declines to waive the presumptive disqualification, the vacancy thus created shall be filled in accordance with the applicable provisions of these Rules.

18. Vacancies—If any Arbitrator should resign, die, withdraw, refuse or be unable or disqualified to perform the duties of his office, the AAA shall, on proof satisfactory to it, declare the office vacant. Vacancies shall be filled in the same manner as that governing the making of the original appointment, and the matter shall be reheard by the new Arbitrator.

19. Time and Place of Hearing—The Arbitrator shall fix the time and place for each hearing. At least five days prior thereto the AAA shall mail notice of the time and place of hearing to each party, unless the parties otherwise agree.

20. Representation by Counsel—Any party may be represented at the hearing by counsel or by other authorized representative.

21. Stenographic Record—The AAA will make the necessary arrangements for the taking of an official stenographic record of the testimony whenever such record is requested by one or more parties. The requesting party or parties shall pay the cost of such record directly to the reporting agency in accordance with their agreement.

22. Attendance at Hearings—Persons having a direct interest in the arbitration are entitled to attend hearings. The Arbitrator shall have the power to require the retirement of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the Arbitrator to determine the propriety of the attendance of any other persons.

23. Adjournments—The Arbitrator for good cause shown may adjourn the hearing upon the request of a party or upon his own initiative, and shall adjourn when all the parties agree thereto.

24. Oaths—Before proceeding with the first hearing, each Arbitrator may take an Oath of Office, and if required by law, shall do so. The Arbitrator may, in his discretion, require witnesses to testify under oath administered by any duly qualified person, and if required by law or requested by either party, shall do so.

25. Majority Decision—Whenever there is more than one Arbitrator, all decisions of the Arbitrators shall be by majority vote. The award shall also be made by majority vote unless the concurrence of all is expressly required.

26. Order of Proceedings—A hearing shall be opened by the filing of the oath of the Arbitrator, where required, and by the recording of the place, time and date of hearing, the presence of the Arbitrator and parties, and counsel if any, and the receipt by the Arbitrator of the Demand and answer, if any, or the Submission.

Exhibits, when offered by either party, may be received in evidence by the Arbitrator. The names and addresses of all witnesses and exhibits in order received shall be made a part of the record.

The Arbitrator may, in his discretion, vary the normal procedure under which the initiating party first presents his claim, but in any case shall afford full and equal opportunity to all parties for presentation of relevant proofs.

27. Arbitration in the Absence of a Party—Unless the law provides to the contrary, the arbitration may proceed in the absence of any party, who, after due notice, fails to be present or fails to obtain an adjournment. An award shall not be made solely on the default of a party. The Arbitrator shall require the other party to submit such evidence as he may require for the making of an award.

28. Evidence—The parties may offer such evidence as they desire and shall produce such additional evidence as the Arbitrator may deem necessary to an understanding and determination of the dispute. When the Arbitrator is authorized by law to subpoena witnesses and documents, he may do so upon his own initiative or upon the request of any party. The Arbitrator shall be the judge of the relevancy and materiality of the evidence offered and conformity to legal rules of evidence shall not be necessary. All evidence shall be taken in the presence of all of the Arbitrators and all of the parties except where any of the parties is absent in default or has waived his right to be present.

29. Evidence by Affidavit and Filing of Documents—The Arbitrator may receive and consider the evidence of witnesses by affidavit, but shall give it only such weight as he deems proper after consideration of any objections made to its admission.

All documents not filed with the Arbitrator at the hearing but which are arranged at the hearing or subsequently by agreement of the parties to be submitted, shall be filed with the AAA for transmission to the Arbitrator. All parties shall be afforded opportunity to examine such documents.

30. Inspection—Whenever the Arbitrator deems it necessary, he may make an inspection in connection with the subject matter of the dispute after written notice to the parties who may, if they so desire, be present at such inspection.

31. Closing of Hearings—The Arbitrator shall inquire of all parties whether they have any further proofs to offer or witnesses to be heard. Upon receiving negative replies, the Arbitrator shall declare the hearings closed and a minute thereof shall be recorded. If briefs or other documents are to be filed, the hearings shall be declared closed as of the final date set by the Arbitrator for filing with the AAA. The time limit within which the Arbitrator is required to make his award shall commence to run, in the absence of other agreement by the parties, upon the closing of the hearings.

32. Reopening of Hearings—The hearings may be reopened by the Arbitrator on his own motion, or on the motion of either party, for good cause shown, at any time before the award is made, but if the reopening of the hearing would prevent the making of the award within the specific time agreed upon by the parties in the contract out of which the controversy has arisen, the matter may not be reopened, unless both parties agree upon the extension of such time limit. When no specific date is fixed in the contract, the Arbitrator may reopen the hearings, and the Arbitrator shall have 30 days from the closing of the reopened hearings within which to make an award.

33. Waiver of Rules—Any party who proceeds with the arbitration after knowledge that any provision or requirement of these Rules has not been complied with and who fails to state his objection thereto in writing, shall be deemed to have waived his right to object.

34. Waiver of Oral Hearing—The parties may provide, by written agreement, for the waiver of oral hearings. If the parties are unable to agree as to the procedure, the AAA shall specify a fair and equitable procedure.

35. Extensions of Time—The parties may modify any period of time by mutual agreement. The AAA for good cause may extend any period of time established by these Rules, except the time for making the award. The AAA shall notify the parties of any such extension of time and its reason therefor.

36. Serving of Notices—Each party to a Submission or other agreement which provides for arbitration under these Rules shall be deemed to have consented and shall consent that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these Rules and for any court action in connection therewith or the entry of judgment on an award made thereunder, may be served upon such party (a) by mail addressed to such party or his attorney at his last known address, or (b) by personal service, within or without the state wherein the arbitration is to be held.

37. Time of Award—The award shall be rendered promptly by the Arbitrator and, unless otherwise agreed by the parties, or specified by the law, not later than thirty days from the date of closing the hearings, or if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the Arbitrator.

38. Form of Award—The award shall be in writing and shall be signed either by the neutral Arbitrator or by a concurring majority if there be more than one Arbitrator. The parties shall advise the AAA whenever

do not require the Arbitrator to accompany the award with an opinion.

39. Award Upon Settlement—If the parties settle their dispute during the course of the arbitration, the Arbitrator, upon their request, may set forth the terms of the agreed settlement in an award.

40. Delivery of Award to Parties—Parties shall accept as legal delivery of the award the placing of the award or a true copy thereof in the mail by the AAA, addressed to such party at his last known address or to his attorney, or personal service of the award, or the filing of the award in any manner which may be prescribed by law.

41. Release of Documents for Judicial Proceedings—The AAA shall, upon the written request of a party, furnish to such party at his expense certified facsimiles of any papers in the AAA's possession that may be required in judicial proceedings relating to the arbitration.

42. Judicial Proceedings—The AAA is not a necessary party in judicial proceedings relating to the arbitration.

43. Administrative Fee—As a nonprofit organization, the AAA shall prescribe an administrative fee schedule to compensate it for the cost of providing administrative services. The schedule in effect at the time of filing shall be applicable.

44. Expenses—The expenses of witnesses for either side shall be paid by the party producing such witnesses.

Expenses of the arbitration, other than the cost of the stenographic record, including required traveling and other expenses of the Arbitrator and of AAA representatives, and the expenses of any witnesses or the cost of any proofs produced at the direct request of the Arbitrator, shall be borne equally by the parties unless they agree otherwise, or unless the Arbitrator in his award assesses such expenses or any part thereof against any specified party or parties.

45. Communication with Arbitrator—There shall be no communication between the parties and a neutral Arbitrator other than at oral hearings. Any other oral or written communications from the parties to the Arbitrator shall be directed to the AAA for transmittal to the Arbitrator.

46. Interpretation and Application of Rules—The Arbitrator shall interpret and apply these Rules insofar as they relate to his powers and duties. When there is more than one Arbitrator and a difference arises among them concerning the meaning or application of any such Rules, it shall be decided by majority vote. If that is unobtainable, either Arbitrator or party may refer the question to the AAA for final decision. All other Rules shall be interpreted and applied by the AAA.

ADMINISTRATIVE FEE SCHEDULE

Initial Administrative Fee: The initial administrative fee is \$30.00 for each party, due and payable at the time of filing.

Expense Adjustment: An additional fee of \$3.00 is also payable by each party. This expense adjustment is to reimburse the AAA for postage and telephone expenses.

Additional Hearings: A fee of \$30.00 is payable by each party for each second and subsequent hearing which is either clerked by the AAA or held in a hearing room provided by the AAA.

Postponement Fees: A fee of \$5.00 is payable by a party causing a postponement of any scheduled hearing.

Overtime: A fee of \$3.00 per hour is payable by each party for hearings held on Saturdays, legal holidays, or after 6 P.M. on weekdays, provided these hearings are either clerked by the AAA or held in a hearing room provided by the AAA.

REGIONAL MANAGERS AND REPRESENTATIVES

BOSTON, John W. Church • 44 School Street
 CHARLOTTE, J. B. Shatzer • Bough Building
 CHICAGO, Allen K. Miller • 140 South Dearborn Street
 CINCINNATI, Phillip E. Vutach • 543 Carew Tower
 CLEVELAND, Warren L. Taylor • 2800 Euclid Avenue
 DALLAS, Helmut O. Wolf • 1607 Main Street
 DENVER, Frank Plant • 7130 West 14th Avenue, Lakewood
 DETROIT, Mrs. L. P. Harrischer • 1084 Penscote Building
 HARTFORD, J. Robert Haskell • 37 Lewis Street
 LOS ANGELES, Tom Stevens • 2333 Beverly Boulevard
 MIAMI, Edward A. DeGross • 2451 Brickell Avenue
 NEW YORK, Michael F. Moellering • 140 West 51st Street
 PHILADELPHIA, Arthur R. Mehr • 1414 Lewis Tower Building
 PITTSBURGH, John F. Schano • One Gateway Center
 SAN FRANCISCO, Robert D. Charlebois • 351 California Street
 SEATTLE, Robert J. Ahern • 1411 Fourth Avenue Building
 SYRACUSE, Robert G. Bowling • 731 James Street
 WASHINGTON, Brackley Shaw • 910 17th Street, N.W.