

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

MARCH 13, 2015

JOINT SPONSOR: SENATOR GUSTAVSON

Referred to Committee on Government Affairs

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

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

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

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

Legislative Counsel’s Digest:

- 1 The Local Government Employee-Management Relations Board administers
- 2 the provisions governing labor relations between local government employers and
- 3 employee organizations. (NRS 288.080, 288.110) The Board is authorized by
- 4 existing law to appoint a Commissioner, who serves in the unclassified service of
- 5 the State. (NRS 288.090) **Section 3.7** of this bill additionally authorizes the Board
- 6 to appoint a Deputy Commissioner, and **section 15.5** of this bill makes an
- 7 appropriation for that purpose.
- 8 Under existing law, a local government employer is required to bargain
- 9 collectively with an employee organization concerning certain matters. In certain
- 10 circumstances, if negotiations do not lead to an agreement, the parties may be
- 11 subject to binding fact-finding or arbitration. (Chapter 288 of NRS) **Sections 1.5-3**



12 **and 4-15** of this bill amend the provisions governing collective bargaining to give a
13 local government employer the option of choosing not to negotiate with certain
14 employee organizations and instead to prescribe terms and conditions of
15 employment that are otherwise subject to mandatory bargaining.

16 **Sections 2 and 15** provide that any collective bargaining agreement entered
17 into pursuant to chapter 288 of NRS, other than an agreement entered into with an
18 employee organization that represents police officers, expires at the end of the term
19 stated in the agreement, notwithstanding any provision of the agreement that the
20 agreement remains in effect until a successor agreement becomes effective.

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

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

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

1 **Section 1.** Chapter 288 of NRS is hereby amended by adding
2 thereto the provisions set forth as sections 1.5, 2 and 3 of this act.

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

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

14 **Sec. 3.** *1. If a collective bargaining agreement is in effect*
15 *between a local government employer and an employee*
16 *organization, other than an employee organization that represents*



1 *police officers, and the local government employer gives notice*
2 *pursuant to NRS 288.180 that it does not intend to negotiate with*
3 *the employee organization:*

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

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

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

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

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

21 **Sec. 3.3.** NRS 288.020 is hereby amended to read as follows:

22 288.020 As used in this chapter, unless the context otherwise
23 requires, the words and terms defined in NRS 288.025 to 288.075,
24 inclusive, *and section 1.5 of this act* have the meanings ascribed to
25 them in those sections.

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

27 288.034 “Commissioner” means the Commissioner *or a*
28 *Deputy Commissioner* appointed by the Board.

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

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

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

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

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

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

40 288.140 1. It is the right of every local government
41 employee, subject to the limitations provided in subsections 3 and 4,
42 to join any employee organization of the employee’s choice or to
43 refrain from joining any employee organization. A local government
44 employer shall not discriminate in any way among its employees on



1 account of membership or nonmembership in an employee
2 organization.

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

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

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

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

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

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

28 5. As used in this section, "doctor or physician" means a
29 doctor, physician, homeopathic physician, osteopathic physician,
30 chiropractic physician, practitioner of Oriental medicine, podiatric
31 physician or practitioner of optometry, as those terms are defined or
32 used, respectively, in NRS 630.014, 630A.050, 633.091, chapter
33 634 of NRS, chapter 634A of NRS, chapter 635 of NRS or chapter
34 636 of NRS.

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

36 288.150 1. Except as provided in subsection 4 ~~[,]~~ **and NRS**
37 **288.180**, every local government employer shall negotiate in good
38 faith through one or more representatives of its own choosing
39 concerning the mandatory subjects of bargaining set forth in
40 subsection 2 with the designated representatives of the recognized
41 employee organization, if any, for each appropriate bargaining unit
42 among its employees. If either party so requests, agreements reached
43 must be reduced to writing.

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



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



1 excluding the right to assign or transfer an employee as a form of
2 discipline.

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

6 (c) The right to determine:

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

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

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

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

14 (d) Safety of the public.

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

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

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

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

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

38 288.170 1. Each local government employer which has
39 recognized one or more employee organizations shall determine,
40 after consultation with the recognized organization or organizations,
41 which group or groups of its employees constitute an appropriate
42 unit or units for negotiating. The primary criterion for that
43 determination must be the community of interest among the
44 employees concerned.



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

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

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

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

31 6. As used in this section:

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

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

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

38 288.180 1. Whenever an employee organization desires to
39 negotiate concerning any matter which is subject to negotiation
40 pursuant to this chapter, it shall give written notice of that desire to
41 the local government employer. If the subject of negotiation requires
42 the budgeting of money by the local government employer, the
43 employee organization shall give notice on or before February 1.

44 2. Following the notification provided for in subsection 1, the
45 employee organization or the local government employer may



1 request reasonable information concerning any subject matter
2 included in the scope of mandatory bargaining which it deems
3 necessary for and relevant to the negotiations. The information
4 requested must be furnished without unnecessary delay. The
5 information must be accurate, and must be presented in a form
6 responsive to the request and in the format in which the records
7 containing it are ordinarily kept. If the employee organization
8 requests financial information concerning a metropolitan police
9 department, the local government employers which form that
10 department shall furnish the information to the employee
11 organization.

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

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

27 5. *If the local government employer gives notice that it*
28 *intends to negotiate with the employee organization or fails to give*
29 *the notice described in subsection 4 within the time required by*
30 *subsection 3, or if the employee organization that gives the notice*
31 *provided for in subsection 1 represents police officers, the parties*
32 *shall promptly commence negotiations. As the first step, the parties*
33 *shall discuss the procedures to be followed if they are unable to*
34 *agree on one or more issues.*

35 ~~[4.]~~ 6. This section does not preclude, but this chapter does not
36 require, informal discussion between an employee organization and
37 a local government employer of any matter which is not subject to
38 negotiation or contract under this chapter. Any such informal
39 discussion is exempt from all requirements of notice or time
40 schedule.

41 **Sec. 6.** NRS 288.190 is hereby amended to read as follows:
42 288.190 ~~[Except]~~ *If a local government employer and an*
43 *employee organization are negotiating pursuant to this chapter,*
44 *and except* in cases to which NRS 288.205 and 288.215 apply:



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

10 2. If mediation is agreed to or requested pursuant to subsection
11 1, the mediator must be selected at the time the parties agree upon a
12 mediator or, if the parties do not agree upon a mediator, within 5
13 days after the parties receive the list of potential mediators from the
14 Commissioner.

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

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

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

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

30 288.195 Whenever an employee organization enters into
31 negotiations with a local government employer, pursuant to NRS
32 288.140 to 288.220, inclusive, *and sections 2 and 3 of this act*, such
33 employee organization may be represented by an attorney licensed
34 to practice law in the State of Nevada.

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

36 288.200 ~~[Except]~~ *If a local government employer and an*
37 *employee organization are negotiating pursuant to this chapter,*
38 *and except* in cases to which NRS 288.205 and 288.215, or ~~[NRS]~~
39 288.217 apply:

40 1. If:

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

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



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

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

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

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

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

32 6. If the parties do not agree on whether to make the findings
33 and recommendations of the fact finder final and binding, either
34 party may request the formation of a panel to determine whether the
35 findings and recommendations of a fact finder on all or any
36 specified issues in a particular dispute which are within the scope of
37 subsection 11 are to be final and binding. The determination must be
38 made upon the concurrence of at least two members of the panel and
39 not later than the date which is 30 days after the date on which the
40 matter is submitted to the panel, unless that date is extended by the
41 Commissioner of the Board. Each panel shall, when making its
42 determination, consider whether the parties have bargained in good
43 faith and whether it believes the parties can resolve any remaining
44 issues. Any panel may also consider the actions taken by the parties
45 in response to any previous fact-finding between these parties, the



1 best interests of the State and all its citizens, the potential fiscal
2 effect both within and outside the political subdivision, and any
3 danger to the safety of the people of the State or a political
4 subdivision.

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

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

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

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

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

34 8. Within 45 days after the receipt of the report from the fact
35 finder, the governing body of the local government employer shall
36 hold a public meeting in accordance with the provisions of chapter
37 241 of NRS. The meeting must include a discussion of:

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

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

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

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



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

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

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

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

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

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

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

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

23 ↪ This subsection does not preclude the voluntary submission of
24 other issues by the parties pursuant to subsection 5.

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

26 288.215 1. As used in this section ~~[-~~

27 ~~—(a) “Firefighters”], “firefighters” means those persons who are~~
28 ~~salaries employees of a fire prevention or suppression unit~~
29 ~~organized by a political subdivision of the State and whose principal~~
30 ~~duties are controlling and extinguishing fires.~~

31 ~~[(b) “Police officers” means those persons who are salaried~~
32 ~~employees of a police department or other law enforcement agency~~
33 ~~organized by a political subdivision of the State and whose principal~~
34 ~~duties are to enforce the law.]~~

35 2. The provisions of this section apply only to ~~[[firefighters and~~
36 ~~police officers and their]]~~ local government employers ~~[-]~~ *and*
37 *employee organizations representing:*

38 (a) *Police officers; and*

39 (b) *If the local government employer is negotiating pursuant to*
40 *this chapter, firefighters.*

41 3. If the parties have not agreed to make the findings and
42 recommendations of the fact finder final and binding upon all issues,
43 and do not otherwise resolve their dispute, they shall, within 10 days
44 after the fact finder's report is submitted, submit the issues
45 remaining in dispute to an arbitrator who must be selected in the



1 manner provided in NRS 288.200 and have the same powers
2 provided for fact finders in NRS 288.210.

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

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

11 (a) The parties to the dispute; or

12 (b) Any interested person.

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

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

17 (a) All existing available revenues as established by the local
18 government employer and within the limitations set forth in NRS
19 354.6241, with due regard for the obligation of the local government
20 employer to provide facilities and services guaranteeing the health,
21 welfare and safety of the people residing within the political
22 subdivision.

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

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

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

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

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



1 11. The decision of the arbitrator must include a statement:
2 (a) Giving the arbitrator's reason for accepting the final offer
3 that is the basis of the arbitrator's award; and

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

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

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

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

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

16 ↪ The arbitrator must not be asked to discuss the decision during
17 the meeting.

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

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

25 288.217 1. The provisions of this section govern negotiations
26 between school districts and employee organizations representing
27 teachers and educational support personnel ***if a school district
28 and such an employee organization are negotiating pursuant to
29 this chapter.***

30 2. If the parties to a negotiation pursuant to this section have
31 failed to reach an agreement after at least four sessions of
32 negotiation, either party may declare the negotiations to be at an
33 impasse and, after 5 days' written notice is given to the other party,
34 submit the issues remaining in dispute to an arbitrator. The arbitrator
35 must be selected in the manner provided in subsection 2 of NRS
36 288.200 and has the powers provided for fact finders in
37 NRS 288.210.

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

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



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

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

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

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

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

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

25 8. The arbitrator shall, within 10 days after the final offers are
26 submitted, render a decision on the basis of the criteria set forth in
27 NRS 288.200. The arbitrator shall accept one of the written
28 statements and shall report the decision to the parties. The decision
29 of the arbitrator is final and binding on the parties. Any award of the
30 arbitrator is retroactive to the expiration date of the last contract
31 between the parties.

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

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

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

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

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

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

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



1 ↪ The arbitrator must not be asked to discuss the decision during
2 the meeting.

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

8 12. As used in this section:

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

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

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

16 288.270 1. It is a prohibited practice for a local government
17 employer or its designated representative willfully to:

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

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

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

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

30 (e) Refuse to bargain collectively in good faith with the
31 exclusive representative ~~[as required in NRS 288.150.]~~ , *if*
32 *bargaining is required by this chapter.* Bargaining collectively
33 includes the entire bargaining process, including mediation and fact-
34 finding, provided for in this chapter.

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

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

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

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

43 (b) Refuse to bargain collectively in good faith with the local
44 government employer, if ~~fit~~ *the employee organization* is an
45 exclusive representative ~~[, as required in NRS 288.150.]~~ *and*



1 *bargaining is required by this chapter.* Bargaining collectively
2 includes the entire bargaining process, including mediation and fact-
3 finding, provided for in this chapter.

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

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

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

9 386.595 1. All employees of a charter school shall be deemed
10 public employees.

11 2. The governing body of a charter school may make all
12 decisions concerning the terms and conditions of employment with
13 the charter school and any other matter relating to employment with
14 the charter school. In addition, the governing body may make all
15 employment decisions with regard to its employees pursuant to NRS
16 391.311 to 391.3197, inclusive, unless a collective bargaining
17 agreement entered into by the governing body pursuant to chapter
18 288 of NRS contains separate provisions relating to the discipline of
19 licensed employees of a school.

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

29 4. Except as otherwise provided in this subsection, if the
30 written charter of a charter school is revoked or a charter contract is
31 terminated, as applicable, or if a charter school ceases to operate as
32 a charter school, the licensed employees of the charter school must
33 be reassigned to employment within the school district in
34 accordance with ~~the~~ *any* applicable collective bargaining
35 agreement. A school district is not required to reassign a licensed
36 employee of a charter school pursuant to this subsection if the
37 employee:

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

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

43 (c) Does not comply with or is otherwise not eligible to return to
44 employment pursuant to subsection 6, including, without limitation,
45 the refusal of the licensed employee to allow the school district to



1 obtain the employment record of the employee that is maintained by
2 the charter school.

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

26 6. Upon the request of the board of trustees of a school district,
27 the governing body of a charter school shall, with the permission of
28 the licensed employee who is granted a leave of absence from the
29 school district pursuant to this section, transmit to the school district
30 a copy of the employment record of the employee that is maintained
31 by the charter school before the return of the employee to
32 employment with the school district pursuant to subsection 4 or 5.
33 The employment record must include, without limitation, each
34 evaluation of the licensed employee conducted by the charter school
35 and any disciplinary action taken by the charter school against the
36 licensed employee. Before the return of the licensed employee, the
37 board of trustees of the school district may conduct an investigation
38 into any misconduct of the licensed employee during the leave of
39 absence from the school district and take any appropriate
40 disciplinary action as to the status of the person as an employee of
41 the school district, including, without limitation:

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

44 (b) Upon the employee's return to employment with the school
45 district, documentation of the disciplinary action taken against the



1 employee into the employment record of the employee that is
2 maintained by the school district.

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

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

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

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

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

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

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

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

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

33 11. For all employees of a charter school:

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

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

44 12. If the board of trustees of a school district in which a
45 charter school is located manages a plan of group insurance for its



1 employees, the governing body of the charter school may negotiate
2 with the board of trustees to participate in the same plan of group
3 insurance that the board of trustees offers to its employees. If the
4 employees of the charter school participate in the plan of group
5 insurance managed by the board of trustees, the governing body of
6 the charter school shall:

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

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

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

13 391.160 1. The salaries of teachers and other employees must
14 be determined by the character of the service required. A school
15 district shall not discriminate between male and female employees
16 in the matter of salary.

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

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

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

28 ➔ No increase in salary may be given pursuant to this subsection
29 during a particular school year to a teacher who submits evidence of
30 certification after January 31 of that school year. For the first school
31 year that a teacher submits evidence of his or her current
32 certification, the board of trustees of the school district to whom the
33 evidence was submitted shall pay the increase in salary required by
34 this subsection retroactively to the beginning of that school year.
35 Once a teacher has submitted evidence of such certification to the
36 school district, the school district shall retain the evidence in its
37 records, as applicable, for future school years. An increase in salary
38 given in accordance with this subsection is in addition to any other
39 increase to which the teacher may otherwise be entitled.

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



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

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

6 (2) Certification as being clinically competent in speech-
7 language pathology by:

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

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

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

16 ➤ No increase in salary may be given pursuant to this subsection
17 during a particular school year to an employee who submits
18 evidence of licensure and certification after September 15 of that
19 school year. Once an employee has submitted evidence of such
20 licensure and certification to the school district, the school district
21 shall retain the evidence in its records, as applicable, for future
22 school years. An increase in salary given in accordance with this
23 subsection is in addition to any other increase to which the
24 employee may otherwise be entitled.

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

30 (a) On or before September 15 of the school year, the employee
31 has submitted evidence satisfactory to the school district of the
32 employee's current certification as a professional school library
33 media specialist issued by the National Board for Professional
34 Teaching Standards; and

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

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



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

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

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

11 (c) Place the teacher on the schedule of salaries of the school
12 district in a classification that is commensurate with the level of
13 education acquired by the teacher, as set forth in ~~the~~ *any*
14 applicable negotiated agreement with the present employer.

15 6. A school district may give the credit required by subsection
16 5 for previous teaching service earned in another state if the
17 Commission has approved the standards for licensing teachers of
18 that state. The Commission shall adopt regulations that establish the
19 criteria by which the Commission will consider the standards for
20 licensing teachers of other states for the purposes of this subsection.
21 The criteria may include, without limitation, whether the
22 Commission has authorized reciprocal licensure of educational
23 personnel from the state under consideration.

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

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

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

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

41 8. This section does not:

42 (a) Require a school district to allow a teacher or administrator
43 more credit for previous teaching or administrative service than the
44 maximum credit for teaching or administrative experience provided



1 for in the schedule of salaries established by it for its licensed
2 personnel.

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

8 9. As used in this section:

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

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

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

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

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

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

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

22 391.180 1. As used in this section, "employee" means any
23 employee of a school district or charter school in this State.

24 2. A school month in any public school in this State consists of
25 4 weeks of 5 days each.

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

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

34 5. Boards of trustees shall either prescribe by regulation or
35 negotiate pursuant to chapter 288 of NRS, with respect to sick leave,
36 accumulation of sick leave, payment for unused sick leave,
37 sabbatical leave, personal leave, professional leave, military leave
38 and such other leave as they determine to be necessary or desirable
39 for employees. In addition, boards of trustees may either prescribe
40 by regulation or negotiate pursuant to chapter 288 of NRS with
41 respect to the payment of unused sick leave to licensed teachers in
42 the form of purchase of service pursuant to subsection 4 of NRS
43 286.300. The amount of service so purchased must not exceed the
44 number of hours of unused sick leave or 1 year, whichever is less.



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

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

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

23 7. Subject to the provisions of subsection 8:

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

28 (b) If, on account of sickness, epidemic or other emergency in
29 the community, a longer intermission is ordered by the board of
30 trustees of a school district, the governing body of a charter school
31 or a board of health and the intermission or closing does not exceed
32 30 days at any one time, there may be no deduction or
33 discontinuance of salaries.

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

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



1 (a) The board of trustees of a school district pursuant to chapter
2 288 of NRS; or

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

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

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

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

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

23 2. Any remaining balance of the appropriation made by
24 subsection 1 must not be committed for expenditure after June 30,
25 2017, by the entity to which the appropriation is made or any entity
26 to which money from the appropriation is granted or otherwise
27 transferred in any manner, and any portion of the appropriated
28 money remaining must not be spent for any purpose after
29 September 15, 2017, by either the entity to which the money was
30 appropriated or the entity to which the money was subsequently
31 granted or transferred, and must be reverted to the State General
32 Fund on or before September 15, 2017.

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

