

Assembly

4-1480

GOVERNMENT AFFAIRS COMMITTEE

MINUTES OF THE MEETING

May 5, 1975

MEMBERS PRESENT:

CHAIRMAN DINI
VICE-CHAIRMAN MURPHY
ASSEMBLYMAN HARMON
ASSEMBLYMAN MAY
ASSEMBLYMAN SCHOFIELD
ASSEMBLYMAN MOODY
ASSEMBLYMAN FORD
ASSEMBLYMAN YOUNG

MEMBERS ABSENT:

ASSEMBLYMAN CRADDOCK

ALSO PRESENT:

Mr. Dick Morgan
Mr. Petroni
Mr. Ashelman
Mr. Bob Best

(The following bill was heard at this meeting: A.B. 572).

Mr. Dini called the meeting to order at 5:15 P.M.

Mr. Dick Morgan testified with regard to A.B. 572. Mr. Morgan stated that teachers are in a different work setting. Other employees do not have the responsibilities that teachers have. To have a captive child and not have authority over what is being taught puts teachers in a different setting.

Mr. Dini asked if A.B. 572 were adopted, how many things would not be negotiable in this agreement. (He had referred to the agreement of teachers - Clark County School Board.)

Mr. Morgan stated that he could not answer that. Two years ago they had a list three pages long. There are 15 to 20 things that are in the contract that would be precluded by A.B. 572.

Mr. Dini stated that the committee had gone through a list of possible amendments that were presented last week.

Mr. Morgan referred to line 13.

Mr. Dini asked why he would object to the list on page 13.

Mrs. Ford stated that he was deleting some language and putting in some language.

Mr. Morgan stated that their objection was one of drafting style.

Mr. Dini referred to lines 23 and 24. Mr. Morgan stated that this was merely a clarification.

Mr. Young referred to Mr. Morgan's amendments (h) and (i). A copy of Mr. Morgan's amendments are attached hereto and made a part hereof.

Mr. Young then referred to the school calendar. Mr. Morgan stated that the fall months have several holidays. The spring months have practically none. Teachers have a higher desire to have an established vacation at easter time. Mr. Dini asked if this was presently a bargaining item. Mr. Morgan stated yes, since 1971.

Mr. Morgan then referred to lack of discipline. He stated that teachers have no voice.

Mr. Dini then referred to item I in Mr. Morgan's amendments. He asked how Mr. Morgan defined the word "load". Mr. Morgan defined load as "are you going to have 38 or 40 students".

The committee then further discussed the attached amendments.

Mr. Ashelman testified next. He stated that they are willing to live with the existing situation. There are some problems, but not major ones. Mr. Ashelman stated that on line 15, page 1, the word "confer" should not be used. He stated that the word bargain or negotiate should be used. He stated that the definition of supervisory is important. Mr. Ashelman stated that we have to make it clear that it does not apply where safety is involved.

Mr. Petroni stated that he feels that these amendments should have been submitted two weeks ago. He stated that they like the bill just like it is in the first reprint. He stated that there are many difficulties with Mr. Morgan's suggested changes. He referred to lines 1 through 24. He suggested changing the word confer to negotiate or bargain.

Mr. Petroni stated that the problem with the school calendar is that the teachers are not the only ones involved. The parents are also concerned.

Mr. Petroni then referred to payroll deductions. He stated that having many extra deductions gets expensive.

Mr. Newton testified next. He stated that in view of Mr. Morgan's remarks he would like to clear up some misapprehensions. He stated that the Nevada taxpayers association and the CPE have a basic difference of philosophy with the organization that Mr. Morgan represents. They have an enormous trust in the elected officials of the State of Nevada. They believe that school district trustees and boards of county commissioners and other local government management organizations having

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been elected by the people are entrusted with the responsibility and should be trusted to operate the shop ~~or~~ they should be replaced.

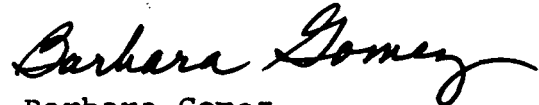
School board trustees have been denied the opportunity to run their shop. A school board of trustees has almost no authority as far as management is concerned.

Mr. Newton stated that A.B. 572 does restrict the scope of matters that are subject to negotiation and particularly those that are subject to binding arbitration. They would prefer that it be even further restrictive.

Mr. Bob Best testified next. He stated that Mr. Newton has given the speech for the school board. They met over the weekend in Las Vegas. They are not interested in widening the scope greater than in this bill. The idea was to limit the scope of negotiations.

There being no further business to come before the meeting, the meeting adjourned.

Respectfully submitted,



Barbara Gomez
Committee Secretary

COMMITTEE ON GOVERNMENT AFFAIRS

4- 1424

RICHARD L. MORGAN
EXECUTIVE DIRECTOR
NSEA

AB572

May 5, 1975

Mr. Chairman
Members of the Committee:

The issue which prompts this meeting has already taken many valuable legislative hours. The principle at stake is important - we know your time and reflective thought has not been wasted.

This is not the time to reiterate the line by line objections we have to AB 572. You know the scope of negotiations which would be permitted.

You also know that the classroom teachers vigorous objection rises from the fact that teachers, under AB 572, would have absolutely no voice, in educational decision affecting students.

The quarrel is not about salary, not about vacation or leave or fringe benefits; it is about whether teachers can TALK about things which make better educational opportunity for school students.

If it is your considered judgment that the educational system will be damaged or destroyed because school boards must talk with teachers on these matters, as the current law requires, we question the source of your information.

We need to make a few other minor comments.

Citizens for Private Enterprise, through telegrams, entered the discussion.

We do not object to CPE's existence or expression of opinion.

I am forced to inquire, in view of the fact that taxes have not been increased over the past four years under the law and will not be because of the continued existence of this law, why they expended their money.

These are the same people, respected owners of business, who through their companion organization, Nevada Taxpayers Association, have been harsh and unrelenting critics of our schools.

Ironically, their criticism, broad in scope, more often runs to the inadequate preparation, training or understanding students receive about the private enterprise system.

Now, that same group comes in support of school trustees and administration, the very people who have power over the curriculum. Teachers, wondering about the economic direction of America, unable to shape the curriculum because they can only discuss their salary, have far more in common with CPE's backers than the school leadership which has dominated educational decisions since 1933.

We respectfully ask that you let the current law operate for a two year trial period.

It has never had a chance.

We have had costly - to taxpayers and our associations, hearings and litigation over the question of whether employees can talk to their employer.

The Supreme Court's opinion said the governmental agency wasn't threatened by talk - it said the governmental employer did not lose vital management prerogatives by talking - it said the interest citizens represented by school boards was not damaged by the fact of talk.

The ultimate outcome of that talk is whether the Governor O'Callaghan or whomever is governor, believes the issue is of such paramount importance that a dispute should be settled by an impartial outsider.

In only 23% of the times asked, the Governor has ordered a binding solution. To the best of my knowledge after 4 years, he has yet to order binding arbitration on a substantial policy question other than salaries or fringe benefits.

In 1973, I called this same type legislation, "The Lawyer's Relief Bill". I was ~~not~~ mistaken about that comment only in its scope. It is not a relief bill for all lawyers. However, it will keep bright fires and filet mignon on the table of lawyers already making thousands annually from the "non-negotiable" discord of recent years.

In summation,

Respectfully,

(1) Give us a chance to work with the law as it stands - we have not had that chance -

(2) The informal chats, with teachers always chosen by the school districts, rarely led to school improvement and clearly caused the formation of vigorous teacher advocate organizations - because nothing ever came of those informal talks.

Give us a chance to show through programs that CPE enthusiasts have at least as much to gain from supporting teacher curriculum efforts in behalf of responsible private enterprise. Frankly, a formal voice couldn't make CPE's position worse!

Lastly, we ask that you extend trust to Nevada's teachers to do the right thing with the current laws.

After the one year trial period it can have, 1975-76 school year, make a judgment about whether teachers violated that trust.

Page 1, line 13, insert period (.) after word "organization". Delete remainder of lines 13, 14, 15, 16.

Page 1, line 13, add new sentence - "The local government employer and the representative of the local government employees shall meet at reasonable times to negotiate in good faith with respect to:

- (1) Wages, hours and other terms and conditions of employment;
- (2) The negotiation of an agreement;
- (3) The resolution of any question arising under a negotiated agreement; or
- (4) The execution of a written contract incorporating any agreement reached if requested by either party".

Delete lines 17 through 24.

Page 5, delete lines 48, 49, 50.

Page 6, delete lines 1 through 30.

Page 5, line 47, delete colon (:) insert words "the following subjects:"

- Page 5, line 48, insert new language
- (a) Definitions.
 - (b) Recognition.
 - (c) Grievance and arbitration procedure.
 - (d) Vacations and leaves of absence.
 - (e) Salaries, wages and other forms of monetary compensation.
 - (f) School calendar.
 - (g) Insurance and fringe benefits.
 - (h) Procedure for student discipline & safety.
 - (i) Hours, load and assignment.
 - (j) School curriculum and instruction.
 - (k) Payroll deductions.
 - (l) Conformity to law.
 - (m) Duration and amendment of bargaining contract.
 - (n) Organization rights.
 - (o) Procedure for transfer, vacancies and promotions.
 - (p) Procedure for dismissal, reductions in force or disciplinary action.
 - (q) Procedure for professional training and improvement.
 - (r) Procedure for use of specialists, para professionals and trainees.
 - (s) Employee rights and protection.
 - (t) Procedure for the use of work facilities and equipment.
 - (u) Procedure for classification of employees in the negotiating unit.
 - (v) General savings clause.
 - (w) Procedure for employee evaluation.

Page 5, line 24, delete line 24. Insert new language "(a) The right to hire and direct any employee".

Page 6, line 25, Insert at beginning of sentence, "Consistent with the negotiated agreement," the right to

Page 6 Delete lines 30 through 36.

Page 6, line 30, Insert "(c) The right to determine the quality and quantity of services to be offered to the public".

Page 6, Delete lines 44 through 50.

Page 7, Delete lines 1 through 6.

Page 8 after line 17, Insert new section
NRS 288.180, Sub 1, change December 1 to January 15.

- NRS 288.200 Sub 1, change March 1 to April 1.
- Change April 1 to May 1.
- Sub 4, change May 5 to June 5
- Sub 7, change April 1 to May 1.

Page 8 delete lines 49 - 50.

Insert new line 49 "(d) Dominate or interfere in the formation or administration of any other employee organization".