ASSEMBLY
GOVERNMENT AFFAIRS
March 15, 1977
afternoon meeting
4:00pm

MINUTES

MEMBERS PRESENT: Chairman Murphy
Mr. May
Mr. Craddock
Mr. Jeffrey
Mr. Mann
Mr. Moody (due to another committee conflict, came in about half way through meeting)
Mr. Robinson
Mrs. Westall
Mr. Jacobsen

GUESTS PRESENT: See attached lists

Chairman Murphy called the meeting to order at 4:11 pm and told the audience that this meeting was to hear testimony on A.B. 356. There would be one hour of testimony from the proponents, one hour from opponents, and then no more than an hour of questions from the committee. He told the audience that the members of the committee had before them a synopsis of the collective bargaining issue and statutes in Nevada prepared by Mr. Andrew Grose of the Legislative Counsel Bureau, Research Division. This summary is attached herewith as Exhibit 1. Chairman Murphy also announced that the written record of this meeting would be held open until Friday March 18 at 5pm so that it could include any written testimony submitted to the committee before that time.

ASSEMBLY BILL 356 PROPONENTS

Mr. Paul Ghilarducci, President of the Nevada State Education Association voiced his support of the measure, a copy of his statement is attached herewith as Exhibit 2. Also attached as Exhibit 2 is a glossary of terms associated with Public Employee Collective Bargaining prepared by the NSEA.

Joyce Woodhouse, Governmental Affairs Committee Chairperson for the NSEA told the committee the rationale for changing the collective bargaining process in Nevada, a copy of her statement is attached as Exhibit 3.

Ann Hayden, teacher in Gardnerville, told the committee of the ineffectiveness of Nevada's present negotiations act. A copy of here statement is attached as Exhibit 4.

Jack Norris, teacher in Churchill County, told the committee of his experiences while working for ten years on the finance and negotiation committees of the NSEA. A copy of his statement is attached as Exhibit 5.

Bob Hilleman, staff representative of the Clark County Classroom Teachers Association summarized the 1976 contract negotiations between his Association and the School District to illustrate the frustrations which NRS 288, in its present form, presents. A copy of his statement is attached as Exhibit 6.

Doug Griffin, teacher in Clark County, told the committee that history clearly shows that when binding arbitration is imminent, the parties are more likely to find it possible to resolve their differences through compromise and coming together at the bargaining table. The result is a mutually acceptable, healthy agreement. A copy of his statement is attached as Exhibit 7.

Charlese Davidson, teacher in Humboldt County, told the committee of her experiences regarding Humboldt County teachers' contract negotiations with their School Board. She reported that her County's School Board does not always bargain in good faith. A copy of her statement is attached as Exhibit 8.

Nancy Hedges, Negotiations Chairperson for the Churchill County Teachers Association shared with the committee her experiences with bad faith bargaining by her School Board and added that perhaps the Board would be more willing to bargain if they knew that any impasse would go to binding factfinding. A copy of her statement is attached as Exhibit 9.

Bill Smith, Clark County teacher, told the committee that A. B. 356 would provide an arbiter the tools to make a just decision, provide equity to teachers, and an orderly end to the negotiation process. He encouraged the committee to support the bill. A copy of his statement is attached as Exhibit 10.

Marian Conrad, teacher in Washoe County, told the committee that as the present law stands now, all the advantages are with the employer. If the employer does not want to negotiate, there is not much an employee group can do. A copy of her statement is attached as Exhibit 11.

Rita Hambleton, President of the Washoe County Teachers Association, shared some experiences with the committee which support the need for some changes in the present Local Government Employee Management Relations Act (NRS 288). She explained the need teachers see for increasing the scope of mandatory bargaining in the areas of 1) procedure for student discipline, procedure for transfer of personnel, and building and ground design. A copy of her statement is attached as Exhibit 12.

Assemblyman Nancy Gomes also testified in favor of A. B. 356. She told the committee that she was a member of the Washoe County School Board for four years and that she found the current negotiations law unworkable. The School Boards don't work directly in the negotiations process. She received a position paper to the members of the School Board stressing the importance of their noninvolvement with the negotiations. She urged the committee to broaden the scope of negotiations so that something can be done about our schools.

This was the end of the hour alloted for proponents of the bill and no one else asked to speak in favor of the bill. There was a short recess.

ASSEMBLY BILL 356 OPPONENTS

Dr. Robert McQueen, member Washoe County School Board,
Elizabeth Lenz, member, Washoe County Schoo Board,
Helen Cannon, Clark County School Board,
Warren Scott, Humboldt County School Board, and
Leonard Rite, Lyon County School Board, voiced their opposition to the bill by each reading a section of the Position Paper of the Nevada State School Boards Association on the proposed revision of NRS 288 which is attached as Exhibit 13.

C. Robert Cox, Counsel for the Nevada State School Board Assocation, told the committee that input from the teachers is sought during the **contract preparation** hearings. He did not agree that teachers' strength is not equal during bargaining. He said that all needed data was provided to the other negotiating team during bargaining process in Washoe County and that Washoe County has offered to have an impartial auditor report his findings but that that offer was not acted upon. He urged the committee to give the present law a chance.

Mr. George Hawes, representing the American Federation of Teachers, told the committee that his members were opposed to the sections in the bill that mandated binding arbitration, they preferred using other methods such as striking to solve these kinds of disputes. A copy of his testimony will be submitted and attached as Exhibit 14.

Mr. Jim Lillard, Mayor of Sparks, told the committee of his opposition. A copy of his statement is attached as Exhibit 15.

Mr. Jay Milligan, City Manager of Sparks, voiced his opposition. A copy of his statement is attached as Exhibit 16.

Mr. Richard Anderson, representing the Las Vegas Valley Water District and the City-County Legislative Committee, voiced his opposition to

broadening the scope of negotiations. He added that he couldn't support automatic binding arbitration on parties because it limits collective bargaining. Arbitration would put control of local budgets into the hands of outsiders.

Mr. Angus MacEachern, representing the City of Las Vegas and the Nevada League of Cities, told the committee that he is in favor of collective bargaining but is against the enlargement of the scope of bargaining. He also did not like the procedure in which the negotiating union for public employees is chosen. There is no secret ballot to determine who the bargainer is. He asked if the elected officials are to set the priorities of the running of the government or are the arbitrators.

Jeanne Lauf, from the Churchill County School District, read a letter from the School Board into the record. The statement is attached as Exhibit 17.

Colleen Plummer, Churchill County School Trustee, voiced her opposition by reading a letter which is attached as Exhibit 18.

Mr. Arnold Sethmeyer, Douglas County School Board told the committee that he wanted local control of these matters by elected officials not by outside arbitrators.

Mr. Leonard Consentino, Eureka County School Board, admitted to the committee that in the past School Boards had failed to talk to teachers and perhaps did not bargain in good faith. He said both sides should be working together. Good faith in the heart is good enough, we don't need to strengthen the negotiation process. He said that the Eureka County School Board loved their teachers and that they would try to do better by them.

This ended the hour alloted for opponents to the measure. Chairman Murphy then opened up the floor for questions from the committee members.

Assemblyman Robinson asked Mr. Ghilarducci of the Nevada State Education Association how many items were granted binding arbitration by the Governor and asked Mr. Jack Norris if the ending balance in Churchill County would have allowed a raise for the teachers in that county due to the surplus in the budget at the end of the year. Mr. Norris told him that the negative conversion factor was completely paid for and this surplus would have allowed the teachers to have the same raise (10%) as the administrators received instead of the 3% they were alloted.

Mr. Ghilarducci told Mr. Robinson that in 1975 there were 350 requests, issues withdrawn prior to the Governor's having to decide were 119 so he had to rule on 231 issues and he granted binding arbitration on 32 requests. In 1976 438 issues were requested, 186 were withdrawn prior to his determination, he had to rule on 252 and he granted 12 decisions. This included all public employee groups and the information comes from the EMRB.

Assemblyman Jeffrey asked to what extent elected officials are actually involved in negotiations and to what extent outside negotiators are used. Mr. Cox told the committee that in Washoe County the bargaining is done by a professional negotiations team and the Trustees are intimately involved. They are kept advised of the process and their decisions are the final decisions. Chairman Murphy asked Mr. Cox if both sides are represented by professional negotiators. He answered that the teachers are represented by their professional team, people who some outside experience and background. Last year Clinton Wooster represented the teachers in the last step of the process as their legal counsel.

Assemblyman Jeffrey asked Mr. Cox how, as he had presented in his prior statement,that the teachers are consulted in the areas which don't enter into the bargaining process across the table. What kind of mechanism is designed to get teacher input in those kinds of areas? There is no formal mechanism but that there are committees that have teachers in their membership. Bob Maples, employee in the Personnel Division, arbitrator for Washoe County, told the committee that these committees are asked for their input.

Mrs. Rita Hambleton, President, Washoe County Teachers Association, told the committee that Mr. Cox had some misconceptions about the teachers' negotiators and how negotiations worked on this side of the table. She explained that the teachers have active classroom teachers who represent them. They do not have a lawyer represent them at the bargaining table. The first time that legal assistance is brought in is when they go into binding arbitration. At the hearing for the Governor, the Executive Director of the NSEA represented the teachers. She also added that Mr. Cox may say that the School Board Trustees are intimately involved in the process but that she knew that no Trustee had ever attended any negotiations session in Washoe County between the two sides.

Assemblyman Mann asked Joyce Woodhouse to give the committee a brief idea of how negotiations are conducted in Clark County as fara as the training of the teachers' negotiator.

Ms. Woodhouse told the committee that there are a number of teachers at the bargaining table and a few of them have been there for two or three years so they do have that experience behind them. The NSEA and National Education Association are very active in helping to train the teachers who do sit at the table.

Assemblyman Jacobsen asked if there were more issues that the teachers would like to have had included in the scope of bargaining. Ms. Woodhouse told him that class size and library allocations and other items were left out of the bill because they desired to be reasonable.

Assemblyman Jacobsen then asked what the top priority in the scope of bargaining was. Ms. Woodhouse replied that all of the issues are extremely important to teachers but that the teachers are also willing to work with the committee to resolve any questions.

Assemblyman Jacobsen then congratulated Mrs. Cannon for her dedication.

There being no further testimony the meeting was then adjourned at 7:00pm after Mr. Murphy reminded the audience that the written record would remain open until Friday at 5pm for any additions to the testimony presented.

ADDITIONAL TESTIMONY SUBMITTED

Exhibit 19 - testimony in opposition to A. B. 356 from Ted Herman, President of the Nevada Chamber of Commerce Association.

Exhibit 20 - testimony in opposition to A. B. 356 on behalf of the Greater Reno Chamber of Commerce.

Exhibit 21 - testimony in opposition to A. B.356 from Clinton Knoll, General Manager of the Nevada Association of Employers.

Exhibit 22 - additional testimony from Rita Hambleton refuting some of Mr. Bob Cox's oral testimony at 3/15 hearing.

Exhibit 23 - testimony from LuVerne Barton, President, Lyon County Education Association, which contains financial statements (tentative 1977-78 budget of Lyon County) and states her reasons for feeling these changes need to be made in the bargaining process.

Exhibit 24 - letter from Sylvia Cole stating her support for A. B. 356.

No other testimony was submitted.

Respectfully submitted,

Kim Morgan

Kim Morgan, Committee Secretary

GOVERNMENT AFFAIRS COMMITTEE

GUEST REGISTER

DATE: 3-15

NAME, ADDRESS & PHONE NO.	REPRESENTING	~~TESTIFYING~~ ON BILL NO.
[redacted]		
(19) JAY MILLIGAN City Hall Sparks Nev 359-2700	City of Sparks	AB 356
(2) Charlene Davidson 1310 Bridge St. Winnemucca 623-2059	NSEA	AB 356
1212 Casino Center Las Vegas, Nevada 89104 385-3287 Robert Hilleman	Clark County Classroom Teachers Association + NSEA	AB 356
(1) Jack Norris 3470 Silver Stark Ave Fallon, Nev. 89406	Churchill Co. Ed. Assoc + NSEA + SCAT	AB354
[redacted] Douglas Griffin 1315 Mountdale Las Vegas Nev. 89121 451-8697	Clark County Classroom Teachers Association and NSEA	AB 356
(7) Paul Ghilarducci 1250 S Carry St Carson City 89701	NSEA	AB 356
(3) Ann Hayden 1808 Pyrenees St. Carson City, NV. 89701	Douglas Co. Teachers	AB 356
(3) Joyce Woodhouse 1111 E. 5th St. Carson City, Nev 89701	NSEA & Clark Co. Classroom Teachers Assoc	AB 356
(9) William F Smith 2017 Poplar Ave 382-8214 Las Vegas Nev 89101	NSEA & Clark Co C.T.A.	AB 356
(11) Rita Hambleton 825-1795 965 Cavanaugh Dr. Reno, Nevada 89509	NSEA + Washoe County Teachers Association	AB 356
Marian R. Conrad [redacted] 369 Belford Rd. Reno, Nevada 89509	NSEA Washoe County Teachers Assoc	AB 356
(6) JAMES C. LILLARD City Hall SPARKS 359-2700	City of SPARKS	AB 356

GOVERNMENT AFFAIRS COMMITTEE

GUEST REGISTER

DATE: 3-15

NAME, ADDRESS & PHONE NO.	REPRESENTING	TESTIFYING ON BILL NO.
H Angus MacLachlan 386-6315 400 E. Stewart Las Vegas	City of Las Vegas Nevada League of Cities	AB 356
(1) Robert McQueen	Washoe County School District	AB 356
(2) Elizabeth Lenz	Washoe County School District	AB 356
(4) Warren Scott	Humboldt County School District	AB 356
(3) Helen Cannon	Clark County School District	AB 356
(5) Lenord Rite	Lyon County School District	AB 356
(6) C. Robert Cox	Washoe County School District	AB 356.
Dianne Lassa	Humboldt Co. School Bd.	
E. L. Newton	NTA	
Harold Gallagher	Douglas Co. School Board	AB 356.
Elizabeth Beaudette	Washoe County Teachers Assoc.	

GOVERNMENT AFFAIRS COMMITTEE

GUEST REGISTER

DATE: 3-15

NAME, ADDRESS & PHONE NO.	REPRESENTING	TESTIFYING ON BILL NO.
CLINT KNOLL	NEVADA Association of Employers	AB 356
STEVEN STUCKER	NORTH LAS VEGAS	
William J. Cullinane CULLINANE	NSEA	
✓Jeanne Lauf	Churchill County School District	AB 356
Gerald A. Baker	MINERAL COUNTY School District	
Arlo K. Funk	Min. Co. Sch. Dist.	
Bob Bast	Nev. state school boards Assoc	
WENDELL K. NELSON	NEA. SO. ED. ASSN.	
HENRY C. GUINN	CLARK County School Dist.	
Carl Shaff	Eureka County Schools.	
David Hansin Hansen	STATE Bd. of Ed.	

GOVERNMENT AFFAIRS COMMITTEE

GUEST REGISTER

DATE: 3-15

NAME, ADDRESS & PHONE NO.	REPRESENTING	TESTIFYING ON BILL NO.
Clifford Lawrence	E.M.R.B.	No
Marvin Picollo	W. C. S. D.	No
JOHN UBARRI	WCSD	NO
Everett Martin	W. C. S. D.	NO
TED HOUGEN	NPEAC	No
DON STOKER	HUMBOLDT CO. SCHOOL DIST	No
LYMAN SCHWARTZ	" "	No
Leonard Consentino	Eureka Co. Bd of Trustees	356
Echeverria, Monique	" "	"
C. Holbrook Havens	American Federation of Teachers Local Union 2170 AFL-CIO Las Vegas, Nevada	YES
Sally L. Davis	E.M.R.B.	No

GOVERNMENT AFFAIRS COMMITTEE

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GUEST REGISTER

DATE: 3-15

NAME, ADDRESS & PHONE NO.	REPRESENTING	TESTIFYING ON BILL NO.
D.P. Etcheverry 789-2707 Etcheverry Eng Assn	EMRB advisory	No
John T. Gojack	EMRB	NO
R.B Meredith	—	NO
M. Lawson-Gilgoman	WCTA	"
Ellie Lawson-Gilgoman	WCTA	"
BRAD TRUAX P.O. BOX 964 RENO, NV 89504	WCTA	No
Tod Carlini	Lyon Co. Sch. Dist	NO
(Mrs) Mildred Sciarani	Lyon Co. Sch Dist.	No
Harriet Barker	Lyon Co. Sch Dist	
Craig Gladstone	Lyon Co. Sch Dist	
Jan Nagel	Lyon Co Sch Dist	

GOVERNMENT AFFAIRS COMMITTEE

GUEST REGISTER

DATE: 3-15

NAME, ADDRESS & PHONE NO.	REPRESENTING	TESTIFYING ON BILL NO.
3610 Rosalinda Dr. R. 747-1471	Public Employees Retirement	NO
RICHARD ANDERSON 6200 W. CHARLESTON L.V. 870-2011	LAS VEGAS VALLEY WATER DISTRICT & City-County Leg COMM	AB 356
Henry Etcheverry 813 N. Carson Carson City 882-5114	Carson City	AB 356
Tom Moore	Clark County	AB 356 - NO
Marlene Pirotto	Washoe County	NO
Dr V-C Rowley	Carson City	~~AB 356~~ NO
Mr John Hawkins	"	~~4~~ NO
Alfred W. Stoess	Univ. of Nevada System	NO
Sharla Declelle	Clark County	NO
JACK KENNEDY	Washoe County School Dist	NO
Cindy Hotchkiss	Washoe Co	AB 356

GOVERNMENT AFFAIRS COMMITTEE

GUEST REGISTER

DATE: 3-15

NAME, ADDRESS & PHONE NO.	REPRESENTING	TESTIFYING ON BILL NO.
Milan Tresnit 882-6894	Carson City School Dist	
Margaret Mason 359-0105	Washoe Co. Teachers	
B. J. West 786-3865	Board of Directors Washoe Co Teachers Ass.	

Exhibit I

LOCAL GOVERMENT EMPLOYEE-MANAGEMENT
RELATIONS IN NEVADA

The 1969 legislature considered several bills concerning local government employee management relations. S.B. 87 was Senator Carl Dodge's bill which would become chapter 288 of NRS. S.B. 407 of 1969 would have provided collective bargaining and binding arbitration. S.B. 418 was presented by the Nevada Municipal Association (now the League of Cities) and would simply have prohibited collective bargaining agreements. A.B. 127 was presented by the Nevada State Education Association. It would have applied only to professional education employees and provided for collective bargaining, binding arbitration and, under certain circumstances, strikes. The interest in the subject was spurred in large part by the pay raise won in Las Vegas by the firefighters through an initiative. In addition to acting to codify local government labor-management relations, the legislature also initiated section 6 of article 19 of the constitution to prevent initiatives costing money unless the initiative also provides for raising of revenues.

Strikes and the threat of strikes around the country in the latter 1960's focused attention of the fact that Nevada had no statutory law prohibiting strikes by government employees or providing for collective bargaining. There seemed to be general recognition that a prohibition on strikes had to carry with it an alternative method for labor relations. The Dodge Act provided the basis for public sector collective bargaining. The 1969 law, however, did not provide for binding arbitration. It provided for mediation and, if that failed, factfinding. If agreement was not reached within 5 days after factfinding, the factfinding report was made public. The idea was to have public pressure support the factfinding.

The essential elements of the 1969 law were as follows:

1. Definitions.
2. Creation of local government employee-management relations board.
3. Powers of board.
4. Judicial review.
5. Establishment of the right of employees to join employee organizations.
6. Items subject to collective bargaining.
7. Procedures for recognition of employee groups as bargaining units.
8. Procedures to initiate negotiations.
9. Mediation.
10. Factfinding.
11. Powers of factfinders.
12. Exemption of negotiations from the open meeting law.
13. Strikes for all public employees declared illegal.
14. Injunctions against strikes.
15. Penalties for strikes.

The 1971 amendments to chapter 288 are in two categories. First, the inevitable changes necessary to fine tune new legislation. Second, actual expansions of the original legislation. The time deadlines were changed from a certain number of days to specific dates in the local government budget cycle. The possibility of binding factfinding in areas affecting safety was added. The labor commissioner was originally proposed as the one to determine if factfinding was to be binding but this was changed to the governor on grounds that he is an elected official. Generally, employee groups supported A.B. 178 in 1971 while employer groups opposed it. New definitions and a list of prohibited practices were added also, the general effect being to strengthen employees in labor relations.

It was relatively quiet in 1973 in terms of changes to chapter 288. One bill, A.B. 599, made it clear that an employee organization could be represented by an attorney. Another one, A.B. 632, changed some deadline dates in accordance with adjournment sine die of the legislature because local government revenue figures, especially for school districts, are affected by actions of the legislature. There were several other bills in 1973 which did not become law. Several proposals would have brought state employees under the law to various extents, others would have affected university professors and others the scope of negotiations. There were at least eight bills considered in extensive joint hearings in 1973 but none became law.

The 1975 session saw the return of several of the 1973 bills but the major issue grew out of the December 23, 1974, supreme court decision in Clark County School District v. Local Government Employee-Management Relations Board (90 Nev. 442), which effectively broadened, from the standpoint of employees at least, the areas subject to negotiation.

A.B. 572 spelled out, in far greater detail, the matters subject to negotiation between employers and employees. It also provided more definitions to further clarify who can enter a bargaining unit and who cannot. It also established the employee-management relations advisory committee to screen applicants and make recommendations to the governor for members of the employee-management relations board.

In addition, S.B. 166 provided that agreements entered into by an elected board could exceed the terms of the elected members. The other bills concerning the state employees, university employees and several other subjects related to chapter 288 were all unsuccessful.

1977 LEGISLATION

The 1977 legislature will again have a number of bills seeking to amend chapter 288 of NRS. The attempt here will be neither to detail those bills nor to detail the reasons for them. You will have the actual bills in a short time and spokesmen for employer and employee groups will state their positions

in detail. We do want to characterize the legislation you will be receiving in general terms.

The Nevada State Education Association will be pressing for passage of a bill or bills that will do the following:

1. Convert the Employee-Management Relations Board into a true administrative body, providing it with greater resources and increasing its capabilities.

2. Amend the advisory committee created in 1975 as it is now considered useless and generally subject to 5-5 deadlocks.

3. Increase the scope of bargaining to include professional concerns such as discipline, curriculum and other things in addition to money concerns.

4. Liberalize the use of binding arbitration so that under certain deadlock situations such as exist currently in Clark County, binding arbitration would become compulsory.

The management side of the issue will be represented in several bills supported by the Nevada League of Cities and Nevada Association of County Commissioners. These proposals were developed by a joint city-county legislative committee. They are as follows:

1. Better define and explain "confidential" and "supervisory" employees.

2. Bring state employees under chapter 288. The philosophy expressed at the Nevada League of Cities annual meeting in September was that if the legislature had to negotiate with state employees, it would be far more sympathetic to local governments.

3. Upgrade the Employee-Management Relations Board to provide for adequate professional staff and provide for confirmation of appointments by the Legislative Commission.

4. Increase the protection of employees who do not wish to be members of an employee organization.

5. Better define the "normal criteria" to be used by a fact-finder in determining the ability of a local government to enact pay raises.

These characterizations are not to be taken as official positions of employer or employee organizations but are intended to give a general idea of the proposals that will be before the 1977 legislature.

History of Chapter 288 of NRS

SHORT TITLE; DEFINITIONS

1969 288.010 Short title.

This chapter may be cited as the Local Government Employee-Management Relations Act.

1969 288.020 Definitions. NRS 288.030-070

As used in this chapter, unless the context otherwise requires, the words and terms defined in inclusive, of this act have the meanings ascribed to them in such sections.

1971 288.025 "Administrative employee" defined.

"Administrative employee" means any employee whose primary duties consist of work directly related to management policies, who customarily exercises discretion and independent judgment and regularly assists an executive. In addition, it includes the chief administrative officer, his deputy and immediate assistants, department heads, their deputies and immediate assistants, attorneys, appointed officials and others who are primarily responsible for formulating and administering management policy and programs.

1975 288.027 "Bargaining agent" defined.

"Bargaining agent" means an employee organization recognized by the local government employer as the exclusive representative of all local government employees in the bargaining unit for purposes of collective bargaining.

1975 288.028 "Bargaining unit" defined.

"Bargaining unit" means a group of local government employees recognized by the local government employer as having sufficient community of interest appropriate for representation by an employee organization for the purpose of collective bargaining.

1969 288.030 "Board" defined.

"Board" means the local government employee-management relations board.

1975 288.033 "Collective bargaining" defined.

"Collective bargaining" means a method of determining conditions of employment by negotiation between representatives of the local government employer and employee organizations, entailing a mutual obligation of the local government employer and the representative of the local government employees to meet at reasonable times and bargain 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,

but this obligation does not compel either party to agree to a proposal or require the making of a concession.

SEC. 5. "Factfinding" means the formal procedure by which an investigation of a labor dispute is conducted by one person, a panel or a board at which:

1. Evidence is presented; and

2. A written report is issued by the factfinder describing the issues involved and setting forth recommendations for settlement which may or may not be binding as provided in NRS 288.200.

1971 288.035 "Confidential employee" defined.

"Confidential employee" means an employee who is p decisions of management affecting employee relations, includi employees of the personnel department or its equivalent.

1969 288.040 "Employee organization" defined.

"Employee organization" means any:

1. Association, brotherhood, council or federation composed of employees of the State of Nevada or local government employees or both; or
2. Craft, industrial or trade union whose membership includes employees of the State of Nevada or local government employees or both.

1969

1969

1975 288.040

1°

"Employee organization" means [any:

1. Association, brotherhood, council or federation composed of employees of the State of Nevada or local government employees or both; or
2. Craft, industrial or trade union whose membership includes employees of the State of Nevada or local government employees or both.] *an organization of any kind having as one of its purposes improvement of the terms and conditions of employment of local government employees.*

1975 288.045 "Factfinding" defined.

"Factfinding" means the formal procedure by which an investigation of a labor dispute is conducted by one person, a panel or a board at which:

1. Evidence is presented; and

2. A written report is issued by the factfinder describing the issues involved and setting forth recommendations for settlement which may or may not be binding as provided in NRS 288.200.

1969 288.050 "Local government employee" defined.

"Local government employee" means any person employed by a local government employer.

1969 288.060 "Local government employer" defined.

"Local government employer" means any political subdivision of this state or any public or quasi-public corporation organized under the laws of this state and includes, without limitation, counties, cities, unincorporated towns, school districts, irrigation districts and other special districts.

1971 288.060

"Local government employer" means any political subdivision of this state or any public or quasi-public corporation organized under the laws of this state and includes, without limitation, counties, cities, unincorporated towns, school districts, *hospital districts*, irrigation districts and other special districts.

1975 288.063 "Mediator" defined.

"Mediator" means assistance by an impartial third party to reconcile differences between a local government employer and a bargaining unit through interpretation, suggestion and advice.

1975 288.067 "Recognition" defined.

"Recognition" means the formal acknowledgment by the local government employer that a particular employee organization has the right to represent the local government employees within a particular bargaining unit.

1969 288.070 "Strike" defined.

"Strike" means any concerted:

1. Stoppage of work, slowdown or interruption of operations by employees of the State of Nevada or local government employees;
2. Absence from work by employees of the State of Nevada or local government employees upon any pretext or excuse, such as illness, which is not founded in fact; or
3. Interruption of the operations of the State of Nevada or any local government employer by any employee organization.

1971 288.075 "Supervisory employee" defined.

"Supervisory employee" means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees.

1975 288.075

1. "Supervisory employee" means any individual having authority in the interest of the employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees [.] *or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the employee in supervisory employee status unless the exercise of such authority occupies a significant portion of the employee's work day.*

2. Nothing in this section shall be construed to mean that an employee who has been given incidental administrative duties shall be classified as a supervisory employee.

LOCAL GOVERNMENT EMPLOYER-MANAGEMENT RELATIONS BOARD

1969 288.080 Local government employee-management relations board: Creation; members' number, qualifications, terms of office, appointment; filling vacancies.

1. The local government employee-management relations board is hereby created, to consist of three members, broadly representative of the public and not closely allied with any employee organization or local government employer, not more than two of whom shall be members of the same political party. Except as provided in subsection 2, the term of office of each member shall be 4 years.
2. The governor shall appoint the members of the board. Of the first three members appointed, the governor shall designate one whose term shall expire at the end of 2 years. Whenever a vacancy occurs on the board other than through the expiration of a term of office, the governor shall fill such vacancy by appointment for the unexpired term.

1975 288.080

1. The local government employee-management relations board is hereby created, to consist of three members, broadly representative of the public and not closely allied with any employee organization or local government employer, not more than two of whom shall be members of the same political party. Except as provided in subsection 2, the term of office of each member shall be 4 years.

2. The governor shall appoint the members of the board [.] *from a list submitted by the advisory committee pursuant to the provisions of section 9 of this act.* Of the first three members appointed, the governor shall designate one whose term shall expire at the end of 2 years. Whenever a vacancy occurs on the board other than through the expiration of a term of office, the governor shall fill such vacancy by appointment for the unexpired term.

1969 288.090 Officers, employees of board; quorum.

1. The members of the board shall annually elect one of their number as chairman and one as vice chairman. Any two members of the board constitute a quorum.

2. The board may, within the limits of legislative appropriations:

(a) Appoint a secretary, who shall be in the unclassified service of the state; and

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

1969 288.100 Expenses of board members.

The members of the board shall serve without compensation, but are entitled to the expenses and allowances prescribed in NRS 281.160.

1969 288.110 Rules; procedures for factfinding; advisory guidelines; hearings and orders; injunctions.

1. The board may make rules governing proceedings before it and procedures for factfinding and may issue advisory guidelines for the use of local government employers in the recognition of employee organizations and determination of negotiating units.

2. The board may hear and determine any complaint arising out of the interpretation of, or performance under, the provisions of this chapter by any local government employer or employee organization. The board, after a hearing, if it finds that the complaint is well taken, may order any person to refrain from the action complained of or to restore to the party aggrieved any benefit of which he has been deprived by such action.

3. Any party aggrieved by the failure of any person to obey an order of the board issued pursuant to subsection 2 may apply to a court of competent jurisdiction for a prohibitory or mandatory injunction to enforce such order.

1975 288.110

1. The board may make rules governing proceedings before it and procedures for factfinding and may issue advisory guidelines for the use of local government employers in the recognition of employee organizations and determination of [negotiating] *bargaining* units.

2. The board may hear and determine any complaint arising out of the interpretation of, or performance under, the provisions of this chapter by any local government employer or employee organization. The board, after a hearing, if it finds that the complaint is well taken, may order any person to refrain from the action complained of or to restore to the party aggrieved any benefit of which he has been deprived by such action.

3. Any party aggrieved by the failure of any person to obey an order of the board issued pursuant to subsection 2 may apply to a court of competent jurisdiction for a prohibitory or mandatory injunction to enforce such order.

1969 288.120 Subpenas; powers of district court.

1. For the purpose of hearing and deciding appeals or complaints, the board may issue subpenas requiring the attendance of witnesses before it, together with all books, memoranda, papers and other documents relative to the matters under investigation, administer oaths and take testimony thereunder.

2. The district court in and for the county in which any hearing is being conducted by the board may compel the attendance of witnesses, the giving of testimony and the production of books and papers as required by any subpena issued by the board.

3. In case of the refusal of any witness to attend or testify or produce any papers required by such subpena, the board may report to the district court in and for the county in which the hearing is pending by petition, setting forth:

(a) That due notice has been given of the time and place of attendance of the witness or the production of the books and papers;

(b) That the witness has been subpenaed in the manner prescribed in this chapter;

(c) That the witness has failed and refused to attend or produce the papers required by subpena before the board in the hearing named in the subpena, or has refused to answer questions propounded to him in the course of such hearing,

and asking an order of the court compelling the witness to attend and testify or produce the books or papers before the board.

4. The court, upon petition of the board, shall enter an order directing the witness to appear before the court at a time and place to be fixed by the court in such order, the time to be not more than 10 days from the date of the order, and then and there show cause why he has not attended or testified or produced the books or papers before the board. A certified copy of the order shall be served upon the witness. If it appears to the court that the subpena was regularly issued by the board, the court shall thereupon enter an order that the witness appear before the board at the time and place fixed in the order and testify or produce the required books or papers, and upon failure to obey the order the witness shall be dealt with as for contempt of court.

1969 288.130 Hearings and determinations are contested cases; judicial review.

Every hearing and determination of an appeal or complaint by the board is a contested case within the meaning of chapter 233B of NRS. Every such determination is subject to judicial review as provided in chapter 233B of NRS.

1975 288.135 Employee-management advisory committee: Creation; members; vacancies.

1. The employee-management relations advisory committee is hereby created, to consist of 10 members, five of whom shall be representatives or designees of employee organizations and five of whom shall be representatives or designees of local government employers.

2. The governor shall appoint the members of the advisory committee on the basis of recommendations of employee organizations and local government employers who are affected by the provisions of this chapter. No employee organization and no local government employer may have more than one representative or designee appointed as a member of the advisory committee.

3. Whenever a vacancy occurs on the advisory committee, other than through the expiration of a term of office, the vacancy shall be filled for the remainder of the term through appointment by the remaining:

(a) Representatives or designees of local government employers, if the vacating member represents a local government employer.

(b) Representatives or designees of employee organizations, if the vacating member represents an employee organization.

1975 **288.137 Employee-management advisory committee: Duties.**

1. The advisory committee shall solicit applications and interview applicants for the positions available on the board. The advisory committee shall then submit to the governor a list of those applicants receiving a vote of at least eight of its members, from which list the appointment shall be made.

2. The advisory committee shall meet at least semiannually to review the procedures provided for in this chapter, advise the board in any manner requested, and file a report with the legislature at the next session of the legislature regarding procedures under the provisions of this chapter and making recommendations for desirable legislation affecting this chapter.

RECOGNITION OF AND NEGOTIATION WITH EMPLOYEE ORGANIZATIONS

1969 **288.140 Right of employee to join, refrain from joining employee organization; employer discrimination prohibited; limitations concerning nonmembers acting for themselves, law enforcement officers.**

1. It is the right of every local government employee, subject to the limitation provided in subsection 3, to join any employee organization of his choice or to refrain from joining any employee organization. A local government employer shall not discriminate in any way among its employees on account of membership or nonmembership in an employee organization.

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

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

1969 **288.150 Negotiations by employer with recognized employee organizations: Subjects of mandatory bargaining; matters reserved to employer without negotiation.**

1. It is the duty of every local government employer, except as limited in subsection 2, to negotiate through a representative or representatives of its own choosing concerning wages, hours and conditions of employment with the recognized employee organization, if any, for each appropriate unit among its employees. Where any officer of a local government employer, other than a member of the governing body, is elected by the people and directs the work of any local government employee, such officer is the proper person to negotiate, directly or through a representative or representatives of his own choosing, in the first instance concerning any employee whose work is directed by him, but may refer to the governing body or its chosen representative or representatives any matter beyond the scope of his authority.

2. Each local government employer is entitled, without negotiation or reference to any agreement resulting from negotiation:

(a) To direct its employees;

(b) To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee;

(c) To relieve any employee from duty because of lack of work or for any other legitimate reason;

(d) To maintain the efficiency of its governmental operations;

(e) To determine the methods, means and personnel by which its operations are to be conducted; and

(f) To take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

1971 288.150

1. It is the duty of every local government employer, except as limited in subsection 2, to negotiate *in good faith* through a representative or representatives of its own choosing concerning wages, hours, and conditions of employment with the recognized employee organization, if any, for each appropriate unit among its employees. *If either party requests it, agreements so reached shall be reduced to writing.* Where any officer of a local government employer, other than a member of the governing body, is elected by the people and directs the work of any local government employee, such officer is the proper person to negotiate, directly or through a representative or representatives of his own choosing, in the first instance concerning any employee whose work is directed by him, but may refer to the governing body or its chosen representative or representatives any matter beyond the scope of his authority.

2. Each local government employer is entitled, without negotiation or reference to any agreement resulting from negotiation:

(a) To direct its employees;

(b) To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee;

(c) To relieve any employee from duty because of lack of work or for any other legitimate reason;

(d) To maintain the efficiency of its governmental operations;

(e) To determine the methods, means and personnel by which its operations are to be conducted; and

(f) To take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

1975 288.150

1. [It is the duty of every local government employer, except as limited in subsection 2, to negotiate in good faith through a representative or representatives of its own choosing concerning wages, hours, and conditions of employment with the recognized employee organization, if any, for each appropriate unit among its employees. If either party requests it, agreements so reached shall be reduced to writing. Where any officer of a local government employer, other than a member of the governing body, is elected by the people and directs the work of any local government employee, such officer is the proper person to negotiate, directly or through a representative or representatives of his own choosing, in the first instance concerning any employee whose work is directed by him, but may refer to the governing body or its chosen representative or representatives any matter beyond the scope of his authority.

2. Each local government employer is entitled, without negotiation or reference to any agreement resulting from negotiation:

(a) To direct its employees;

(b) To hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take disciplinary action against any employee;

(c) To relieve any employee from duty because of lack of work or for any other legitimate reason;

(d) To maintain the efficiency of its governmental operations;

(e) To determine the methods, means and personnel by which its operations are to be conducted; and

(f) To take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.] *Except as provided in subsection 4, it is the duty of every local government employer to negotiate in good faith through a representative or representatives of its own choosing concerning the mandatory subjects of bargaining set forth in subsection 2 with the designated representatives of the recognized employee organization, if any, for each appropriate negotiating unit among its employees. If either party so requests, agreements reached shall be reduced to writing. Where any officer of a local government employer, other than a member of the governing body, is elected by the people and directs the work of any local government employee, such officer is the proper person to negotiate, directly or through a representative or representatives of his own choosing, in the first instance concerning any employee whose work is directed by him, but may refer to the governing body or its chosen representative or representatives any matter beyond the scope of his authority.*

2. The scope of mandatory bargaining is limited to:

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

(b) Sick leave.

(c) Vacation leave.

(d) Holidays.

(e) Other paid or nonpaid leaves of absence.

(f) Insurance benefits.

(g) Total hours of work required of an employee on each work day or work week.

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

(i) Discharge and disciplinary procedures.

(j) Recognition clause.

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

(l) Deduction of dues for the recognized employee organization.

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

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

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

(p) General savings clauses.

(q) Duration of collective bargaining agreements.

(r) Safety.

(s) Teacher preparation time.

(t) Procedures for reduction in work force.

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

(a) The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

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

(c) The right to determine:

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

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

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

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

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

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

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

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

1975 288.155 Agreements may extend beyond term of office of member, officer of local government employer.

Agreements entered into between local government employers and employee organizations pursuant to this chapter may extend beyond the term of office of any member or officer of the local government employer.

1969 288.160 Recognition of employee organization: Application for, withdrawal of recognition; appeal to board; election.

1. An employee organization may apply to a local government employer for recognition by presenting:

(a) A copy of its constitution and bylaws, if any;

(b) A roster of its officers, if any, and representatives; and

(c) A pledge in writing not to strike against the local government employer under any circumstances.

A local government employer shall not recognize as representative of its employees any employee organization which has not adopted, in a manner valid under its own rules, the pledge required by paragraph (c).

2. If an employee organization, at or after the time of its application for recognition, presents a verified membership list showing that it represents a majority of the employees in a negotiating unit, and if such employee organization is recognized by the local government employer, it shall be the exclusive negotiating representative of the local government employees in that negotiating unit.

3. A local government employer may withdraw recognition from an employee organization which:

(a) Fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officers, if any, and representatives;

(b) Disavows its pledge not to strike against the local government employer under any circumstances; or

(c) Ceases to be supported by a majority of the local government employees in the negotiating unit for which it is recognized.

4. If an employee organization is aggrieved by the refusal or withdrawal of recognition, or by the recognition or refusal to withdraw recognition of another employee organization, the aggrieved employee organization may appeal to the board. If the board in good faith doubts whether any employee organization is supported by a majority of the local government employees in a particular negotiating unit, it may conduct an election by secret ballot upon the question. Subject to judicial review, the decision of the board is binding upon the local government employer and all employee organizations involved.

1971 288.160

1. An employee organization may apply to a local government employer for recognition by presenting:

(a) A copy of its constitution and bylaws, if any;

(b) A roster of its officers, if any, and representatives; and

(c) A pledge in writing not to strike against the local government employer under any circumstances.

A local government employer shall not recognize as representative of its employees any employee organization which has not adopted, in a manner valid under its own rules, the pledge required by paragraph (c).

2. If an employee organization, at or after the time of its application for recognition, presents a verified membership list showing that it represents a majority of the employees in a negotiating unit, and if such employee organization is recognized by the local government employer, it shall be the exclusive negotiating representative of the local government employees in that negotiating unit.

3. A local government employer may withdraw recognition from an employee organization which:

(a) Fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officers, if any, and representatives;

(b) Disavows its pledge not to strike against the local government employer under any circumstances; or

(c) Ceases to be supported by a majority of the local government employees in the negotiating unit for which it is recognized.

(d) Fails to negotiate in good faith with the local government employer.

4. If an employee organization is aggrieved by the refusal or withdrawal of recognition, or by the recognition or refusal to withdraw recognition of another employee organization, the aggrieved employee organization may appeal to the board. If the board in good faith doubts whether any employee organization is supported by a majority of the local government employees in a particular negotiating unit, it may conduct an election by secret ballot upon the question. Subject to judicial review, the decision of the board is binding upon the local government employer and all employee organizations involved.

1975 288.160

1. An employee organization may apply to a local government employer for recognition by presenting:

(a) A copy of its constitution and bylaws, if any;

(b) A roster of its officers, if any, and representatives; and

(c) A pledge in writing not to strike against the local government employer under any circumstances.

A local government employer shall not recognize as representative of its employees any employee organization which has not adopted, in a manner valid under its own rules, the pledge required by paragraph (c).

2. If an employee organization, at or after the time of its application for recognition, presents a verified membership list showing that it represents a majority of the employees in a [negotiating] *bargaining* unit, and if such employee organization is recognized by the local government employer, it shall be the exclusive [negotiating representative] *bargaining agent* of the local government employees in that [negotiating] *bargaining* unit.

3. A local government employer may withdraw recognition from an employee organization which:

(a) Fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officers, if any, and representatives;

(b) Disavows its pledge not to strike against the local government employer under any circumstances; or

(c) Ceases to be supported by a majority of the local government employees in the [negotiating] *bargaining* unit for which it is recognized.

(d) Fails to negotiate in good faith with the local government employer.

4. If an employee organization is aggrieved by the refusal or withdrawal of recognition, or by the recognition or refusal to withdraw recognition of another employee organization, the aggrieved employee organization may appeal to the board. If the board in good faith doubts whether any employee organization is supported by a majority of the local government employees in a particular [negotiating] *bargaining* unit, it may conduct an election by secret ballot upon the question. Subject to judicial review, the decision of the board is binding upon the local government employer and all employee organizations involved.

1969 288.170 Determination of bargaining units.

1. Each local government employer which has recognized one or more employee organizations shall determine, after consultation with such recognized organization or organizations, which group or groups of its employees constitute an appropriate unit or units for negotiating purposes. The primary criterion for such determination shall be community of interest among the employees concerned. A local government department head shall not be a member of the same negotiating unit as the employees who serve under his direction. A principal, assistant principal or other school administrator below the rank of superintendent, associate superintendent or assistant superintendent shall not be a member of the same negotiating unit with public school teachers unless the school district employs fewer than five principals but may join with other officials of the same specified ranks to negotiate as a separate negotiating unit.

2. If any employee organization is aggrieved by determination of a negotiating unit, it may appeal to the board. Subject to judicial review, the decision of the board is binding upon the local government employer and all employee organizations involved.

1971 288.170

1. Each local government employer which has recognized one or more employee organizations shall determine, after consultation with such recognized organization or organiaztions, which group or groups of its employees constitute an appropriate unit or units for negotiating purposes. The primary criterion for such determination shall be community of interest among the employees concerned. [A local government department head shall not be a member of the same negotiating unit as the employees who serve under his direction.] A principal, assistant principal or other school administrator below the rank of superintendent, associate superintendent or assistant superintendent shall not be a member of the same negotiating unit with public school teachers unless the school district employs fewer than five principals but may join with other officials of the same specified ranks to negotiate as a separate negotiating unit. *A local government department head, administrative employee or supervisory employee shall not be a member of the same negotiating unit as the employees under his direction. Any dispute between the parties as to whether an employee is a supervisor shall be submitted to the board. In all cases, confidential employees of the local government employer shall be excluded from any negotiating unit.*

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

1975 288.170

1. Each local government employer which has recognized one or more employee organizations shall determine, after consultation with such recognized organization or organizations, which group or groups of its employees constitute an appropriate unit or units for negotiating purposes. The primary criterion for such determination shall be community of interest among the employees concerned. A principal, assistant principal or other school administrator below the rank of superintendent, associate superintendent or assistant superintendent shall not be a member of the same [negotiating] *bargaining* unit with public school teachers unless the school district employs fewer than five principals but may join with other officials of the same specified ranks to negotiate as a separate [negotiating] *bargaining* unit. A local government department head, administrative employee or supervisory employee shall not be a member of the same [negotiating] *bargaining* unit as the employees under his direction. Any dispute between the parties as to whether an employee is a supervisor shall be submitted to the board. In all cases, confidential employees of the local government employer shall be excluded from any [negotiating] *bargaining* unit.

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

1969 288.180 Notice by employee organization of desire to negotiate.

1. Whenever an employee organization desires to negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it shall give written notice of such desire to the local government employer. If the subject of negotiation requires the budgeting of money by the local government employer, the employee organization shall give such notice at least 120 days before the date fixed by law for the completion of the tentative budget of the local government employer for the first period for which the required budget is to be effective.

2. This section does not preclude, but this chapter does not require, informal discussion between an employee organization and a local government employer of any matter which is not subject to negotiation or contract under this chapter. Any such informal discussion is exempt from all requirements of notice or time schedule.

1971 288.180

1. Whenever an employee organization desires to negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it shall give written notice of such desire to the local government employer. If the subject of negotiation requires the budgeting of money by the local government employer, the employee organization shall give such notice [at least 120 days before the date fixed by law for the completion of the tentative budget of the local government employer for the first period for which the required budget is to be effective.] *on or before December 1.*

2. This section does not preclude, but this chapter does not require, informal discussion between an employee organization and a local government employer of any matter which is not subject to negotiation or contract under this chapter. Any such informal discussion is exempt from all requirements of notice or time schedule.

1975 288.180

1. Whenever an employee organization desires to negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it shall give written notice of such desire to the local government employer. If the subject of negotiation requires the budgeting of money by the local government employer, the employee organization shall give such notice on or before [December 1.] *January 15.*

2. This section does not preclude, but this chapter does not require, informal discussion between an employee organization and a local government employer of any matter which is not subject to negotiation or contract under this chapter. Any such informal discussion is exempt from all requirements of notice or time schedule.

1969 288.190 Negotiation; mediation.

1. The parties shall promptly commence negotiation and if at the expiration of 45 days from the date of service of the notice required by section 13 of this act the parties have not reached agreement, the parties or either of them may so notify the board, requesting mediation and explaining briefly the subject of negotiation. The board shall, within 5 days, appoint a competent, impartial and disinterested person to act as mediator in the negotiation. It is the function of such mediator to promote agreement between the parties, but his recommendations, if any, are not binding upon an employee organization or the local government employer.

2. If a mediator is appointed, the board shall fix his compensation. The local government employer shall pay one-half of the costs of mediation, and the employee organization or organizations shall pay one-half.

1971 288.190

[1.] The parties shall promptly commence [negotiation and if at the expiration of 45 days from the date of service of the notice required by NRS 288.180 the parties have not reached agreement, the parties or either of them may so notify the board, requesting mediation and explaining briefly the subject of negotiation. The board shall, within 5 days, appoint a competent, impartial and disinterested person to act as mediator in the negotiation. It is the function of such mediator to promote agreement between the parties, but his recommendations, if any, are not binding upon an employee organization or the local government employer.

2. If a mediator is appointed, the board shall fix his compensation. The local government employer shall pay one-half of the costs of mediation, and the employee organization or organizations shall pay one-half.] *negotiations. During the course of negotiations the parties may mutually agree to utilize the services of a mediator to assist them in resolving their dispute.*

1973 288.195 Right of employee organization to be represented by attorney.

Whenever an employee organization enters into negotiations with a local government employer, pursuant to NRS 288.140 to 288.220, inclusive, such employee organization may be represented by an attorney licensed to practice law in the State of Nevada.

1969 288.200 Submission of dispute to factfinder: Selection, compensation, duties of factfinder; effect of findings, recommendations; criteria for recommendations, awards.

1. If at the expiration of 75 days from the date of service of the notice required by section 13 of this act, the parties have not reached agreement, the mediator is discharged of his responsibility, and the parties shall submit their dispute to a factfinding panel. Within 5 days, the local government employer shall select one member of the panel, and the employee organization or organizations shall select one member. The members so selected shall select the third member, or if within 5 days they fail to do so, the board shall select him within 5 days thereafter. The third member shall act as chairman.

2. The local government employer shall pay one-half of the costs of factfinding, and the employee organization or organizations shall pay one-half.

3. The factfinding panel shall report its findings and recommendations to the parties to the dispute within 25 days after its selection is complete. These findings are not binding upon the parties, but if within 5 days after the panel has so reported the parties have not reached an agreement, the panel shall make its findings public.

1971 (Feb 25) P & A 288.200

1. If at the expiration of 75 days from the date of service of the notice required by NRS 288.180, the parties have not reached agreement, the mediator is discharged of his responsibility, and the parties shall submit their dispute to a factfinding panel. Within 5 days, the local government employer shall select one member of the panel, and the employee organization or organizations shall select one member. The members so selected shall select the third member, or if within 5 days they fail to do so, the board shall select him within 5 days thereafter. The third member shall act as chairman.

2. The local government employer shall pay one-half of the costs of factfinding, and the employee organization or organizations shall pay one-half.

3. The factfinding panel shall report its findings and recommendations to the parties to the dispute within 25 days after its selection is complete. These findings are not binding upon the parties, but if within 5 days after the panel has so reported the parties have not reached an agreement, the panel shall make its findings public.

4. After the effective date of this act and before January 1, 1972, either party to negotiations may notify the other party in writing that it wishes to have the dispute submitted to factfinding upon the adjournment of the legislature sine die. Upon receipt of such notice, the operation of this section pertaining to factfinding shall be stayed up to 10 days after the adjournment of the legislature sine die or the certification by the state department of education of the per-pupil basic support guarantee, whichever occurs first.

5. After January 1, 1972, in any year in which the legislature meets, either party to negotiations may notify the other party in writing that it wishes to have the dispute submitted to factfinding upon the adjournment of the legislature sine die. Upon receipt of such notice, the operation of this section pertaining to factfinding shall be stayed for salary matters only up to 10 days after the adjournment of the legislature sine die or the certification by the state department of education of the per-pupil basic support guarantee, whichever occurs first.

1971 288.200
(May 3)

[1. If at the expiration of 75 days from the date of service of the notice required by NRS 288.180, the parties have not reached agreement, the mediator is discharged of his responsibility, and the parties shall submit their dispute to a factfinding panel. Within 5 days, the local government employer shall select one member of the panel, and the employee organization or organizations shall select one member. The members so selected shall select the third member, or if within 5 days they fail to do so, the board shall select him within 5 days thereafter. The third member shall act as chairman.

2. The local government employer shall pay one-half of the costs of factfinding, and the employee organization or organizations shall pay one-half.

3. The factfinding panel shall report its findings and recommendations to the parties to the dispute within 25 days after its selection is complete. These findings are not binding upon the parties, but if within 5 days after the panel has so reported the parties have not reached an agreement, the panel shall make its findings public.

4. After the effective date of this act and before January 1, 1972, either party to negotiations may notify the other party in writing that it wishes to have the dispute submitted to factfinding upon the adjournment of the legislature sine die. Upon receipt of such notice, the operation of this section pertaining to factfinding shall be stayed up to 10 days after the adjournment of the legislature sine die or the certification by the state department of education of the per-pupil basic support guarantee, whichever occurs first.

5. After January 1, 1972, in any year in which the legislature meets, either party to negotiations may notify the other party in writing that it wishes to have the dispute submitted to factfinding upon the adjournment of the legislature sine die. Upon receipt of such notice, the operation of this section pertaining to factfinding shall be stayed for salary matters only up to 10 days after the adjournment of the legislature sine die or the certification by the state department of education of the per-pupil basic support guarantee, whichever occurs first.]

1. If by March 1, the parties have not reached agreement, either party, at any time up to April 1, may submit the dispute to an impartial factfinder for his findings and recommendations. These findings and recommendations are not binding on the parties except as provided in subsections 6 and 7.

2. If the parties are unable to agree on an impartial factfinder within 5 days, either party may request from the American Arbitration Association a list of seven potential factfinders. The parties shall select their factfinder from this list by alternately striking one name until the name of only one factfinder remains, who will be the factfinder to hear the dispute in question. The employee organization shall strike the first name.

3. The local government employer and employee organization each shall pay one-half of the cost of factfinding. However, each party shall pay its own costs of factfinding incurred in the preparation and presentation of its case in factfinding.

4. The factfinder shall report his findings and recommendations to the parties to the dispute within 30 days after the conclusion of the factfinding hearing. Such report shall be made no later than May 5 except as modified by the provisions of subsection 5.

5. In a regular legislative year, the factfinding hearing shall be stayed up to 10 days after the adjournment of the legislature sine die.

6. The parties to the dispute may agree, prior to the submission of the dispute to factfinding, to make the findings and recommendations on all or any specified issues final and binding on the parties.

7. If the parties do not mutually agree to make the findings and recommendations of the factfinder final and binding, the governor shall have the emergency power and authority, at the request of either party and prior to the submission of the dispute to factfinding, to order prior to April 1 that the findings and recommendations on all or any specified issues of a factfinder in a particular dispute will be final and binding. The exercise of this authority by the governor shall be made on a case by case consideration and shall be made on the basis of his evaluation regarding the overall best interests of the state and all its citizens, the potential fiscal impact both within and outside the political subdivision, as well as any danger to the safety of the people of the state or a political subdivision.

8. Any factfinder, whether acting in a recommendatory or binding capacity, shall base his recommendations or award on the following criteria:

(a) A preliminary determination shall be made as to the financial ability of the local government employer based on all existing available revenues as established by the local government employer, and with due regard for the obligation of the local government employer to provide facilities and services guaranteeing the health, welfare and safety of the people residing within the political subdivision.

(b) Once the factfinder has determined in accordance with paragraph (a) that there is a current financial ability to grant monetary benefits, he shall use normal criteria for interest disputes regarding the terms and provisions to be included in an agreement in assessing the reasonableness of the position of each party as to each issue in dispute.

The factfinder's report shall contain the facts upon which he based his recommendations or award.

1973 288.200

1. If by March 1, the parties have not reached agreement, either party, at any time up to April 1, may submit the dispute to an impartial factfinder for his findings and recommendations. These findings and recommendations are not binding on the parties except as provided in subsections 6 and 7.

2. If the parties are unable to agree on an impartial factfinder within 5 days, either party may request from the American Arbitration Association a list of seven potential factfinders. The parties shall select their factfinder from this list by alternately striking one name until the name of only one factfinder remains, who will be the factfinder to hear the dispute in question. The employee organization shall strike the first name.

3. The local government employer and employee organization each shall pay one-half of the cost of factfinding. However, each party shall pay its own costs of factfinding incurred in the preparation and presentation of its case in factfinding.

4. The factfinder shall report his findings and recommendations to the parties to the dispute within 30 days after the conclusion of the factfinding hearing. Such report shall be made no later than May 5 except as modified by the provisions of subsection 5.

5. In a regular legislative year, the factfinding hearing shall be stayed: [up]

(a) In cases involving school districts, up to 15 days after the adjournment of the legislature sine die if the governor has exercised his authority pursuant to subsection 7.

(b) Up to 10 days after the adjournment of the legislature sine die [.] *in all other cases.*

6. The parties to the dispute may agree, prior to the submission of the dispute to factfinding, to make the findings and recommendations on all or any specified issues final and binding on the parties.

7. If the parties do not mutually agree to make the findings and recommendations of the factfinder final and binding, the governor shall have the emergency power and authority, at the request of either party and prior to the submission of the dispute to factfinding, to order prior to April 1 that the findings and recommendations on all or any specified issues of a factfinder in a particular dispute will be final and binding. *In a regular legislative year, in cases involving school districts, the governor may exercise his authority under this subsection within 10 days after the adjournment of the legislature sine die.* The exercise of this authority by the governor shall be made on a case by case consideration and shall be made on the basis of his evaluation regarding the overall best interests of the state and all its citizens, the potential fiscal impact both within and outside the political subdivision, as well as any danger to the safety of the people of the state or a political subdivision.

8. Any factfinder, whether acting in a recommendatory or binding capacity, shall base his recommendations or award on the following criteria:

(a) A preliminary determination shall be made as to the financial ability of the local government employer based on all existing available revenues as established by the local government employer, and with due regard for the obligation of the local government employer to provide facilities and services guaranteeing the health, welfare and safety of the people residing within the political subdivision.

(b) Once the factfinder has determined in accordance with paragraph (a) that there is a current financial ability to grant monetary benefits, he shall use normal criteria for interest disputes regarding the terms and provisions to be included in an agreement in assessing the reasonableness of the position of each party as to each issue in dispute.

The factfinder's report shall contain the facts upon which he based his recommendations or award.

1975 288.200

1. If by [March 1,] *April 1*, the parties have not reached agreement, either party, at any time up to [April 1,] *May 1*, may submit the dispute to an impartial factfinder for his findings and recommendations. These findings and recommendations are not binding on the parties except as provided in subsections 6 and 7.

2. If the parties are unable to agree on an impartial factfinder within 5 days, either party may request from the American Arbitration Association a list of seven potential factfinders. The parties shall select their factfinder from this list by alternately striking one name until the name of only one factfinder remains, who will be the factfinder to hear the dispute in question. The employee organization shall strike the first name.

3. The local government employer and employee organization each shall pay one-half of the cost of factfinding. However, each party shall pay its own costs of factfinding incurred in the preparation and presentation of its case in factfinding.

4. The factfinder shall report his findings and recommendations to the parties to the dispute within 30 days after the conclusion of the factfinding hearing. Such report shall be made no later than [May 5] *June 5*, except as modified by the provisions of subsection 5.

5. In a regular legislative year, the factfinding hearing shall be stayed:

(a) In cases involving school districts, up to 15 days after the adjournment of the legislature sine die if the governor has exercised his authority pursuant to subsection 7.

(b) Up to 10 days after the adjournment of the legislature sine die in all other cases.

6. The parties to the dispute may agree, prior to the submission of the dispute to factfinding, to make the findings and recommendations on all or any specified issues final and binding on the parties.

7. If the parties do not mutually agree to make the findings and recommendations of the factfinder final and binding, the governor shall have the emergency power and authority, at the request of either party and prior to the submission of the dispute to factfinding, to order prior to [April 1] *May 1*, that the findings and recommendations on all or any specified issues of a factfinder in a particular dispute will be final and binding. In a regular legislative year, in cases involving school districts, the governor may exercise his authority under this subsection within 10 days after the adjournment of the legislature sine die. The exercise of this authority by the governor shall be made on a case by case consideration and shall be made on the basis of his evaluation regarding the overall best interests of the state and all its citizens, the potential fiscal impact both within and outside the political subdivision, as well as any danger to the safety of the people of the state or a political subdivision.

8. Any factfinder, whether acting in a recommendatory or binding capacity, shall base his recommendations or award on the following criteria:

(a) A preliminary determination shall be made as to the financial ability of the local government employer based on all existing available revenues as established by the local government employer, and with due regard for the obligation of the local government employer to provide facilities and services guaranteeing the health, welfare and safety of the people residing within the political subdivision.

(b) Once the factfinder has determined in accordance with paragraph (a) that there is a current financial ability to grant monetary benefits, he shall use normal criteria for interest disputes regarding the terms and provisions to be included in an agreement in assessing the reasonableness of the position of each party as to each issue in dispute.

The factfinder's report shall contain the facts upon which he based his recommendations or award.

1969 288.210 Subpenas of factfinder; powers of district court.

1. For the purpose of investigating disputes, any factfinding panel may issue subpenas requiring the attendance of witnesses before it, together with all books, memoranda, papers and other documents relative to the matters under investigation, administer oaths and take testimony thereunder.

2. The district court in and for the county in which any investigation is being conducted by a factfinding panel may compel the attendance of witnesses, the giving of testimony and the production of books and papers as required by any subpena issued by the factfinding panel.

3. In case of the refusal of any witness to attend or testify or produce any papers required by such subpena, the factfinding panel may report to the district court in and for the county in which the investigation is pending by petition, setting forth:

(a) That due notice has been given of the time and place of attendance of the witness or the production of the books and papers;

(b) That the witness has been subpenaed in the manner prescribed in this chapter;

(c) That the witness has failed and refused to attend or produce the papers required by subpena before the factfinding panel in the investigation named in the subpena, or has refused to answer questions propounded to him in the course of such investigation,

and asking an order of the court compelling the witness to attend and testify or produce the books or papers before the factfinding panel.

4. The court, upon petition of the factfinding panel, shall enter an order directing the witness to appear before the court at a time and place to be fixed by the court in such order, the time to be not more than 10 days from the date of the order, and then and there show cause why he has not attended or testified or produced the books or papers before the factfinding panel. A certified copy of the order shall be served upon the witness. If it appears to the court that the subpena was regularly issued by the factfinding panel, the court shall thereupon enter an order that the witness appear before the factfinding panel at the time and place fixed in the order and testify or produce the required books or papers, and upon failure to obey the order the witness shall be dealt with as for contempt of court.

1971 288.210

1. For the purpose of investigating disputes, [any factfinding panel] *the factfinder* may issue subpenas requiring the attendance of witnesses before [it,] *him*, together with all books, memoranda, papers and other documents relative to the matters under investigation, administer oaths and take testimony thereunder.

2. The district court in and for the county in which any investigation is being conducted by a [factfinding panel] *factfinder* may compel the attendance of witnesses, the giving of testimony and the production of books and papers as required by any subpena issued by the [factfinding panel.] *factfinder.*

3. In case of the refusal of any witness to attend or testify or produce any papers required by such subpena, the [factfinding panel] *factfinder* may report to the district court in and for the county in which the investigation is pending by petition, setting forth:

(a) That due notice has been given of the time and place of attendance of the witness or the production of the books and papers;

(b) That the witness has been subpenaed in the manner prescribed in this chapter;

(c) That the witness has failed and refused to attend or produce the papers required by subpena before the [factfinding panel] *factfinder* in the investigation named in the subpena, or has refused to answer questions propounded to him in the course of such investigation,

and asking an order of the court compelling the witness to attend and testify or produce the books or papers before the [factfinding panel.] *factfinder.*

4. The court, upon petition of the [factfinding panel,] *factfinder,* shall enter an order directing the witness to appear before the court at a time and place to be fixed by the court in such order, the time to be not more than 10 days from the date of the order, and then and there show cause why he has not attended or testified or produced the books or papers before the [factfinding panel.] *factfinder.* A certified copy of the order shall be served upon the witness. If it appears to the court that the subpena was regularly issued by the [factfinding panel,] *factfinder,* the court shall thereupon enter an order that the witness appear before the [factfinding panel] *factfinder* at the time and placed fixed in the order and testify or produce the required books or papers, and upon failure to obey the order the witness shall be dealt with as for contempt of court.

1969 288.220 Certain proceedings not open and public.

The following proceedings, required by or pursuant to this chapter, are not subject to any provision of chapter 241 of NRS:

1. Any negotiation or informal discussion between a local government employer and an employee organization or employees as individuals, whether conducted by the governing body or through a representative or representatives.

2. Any meeting of a mediator with either party or both parties to a negotiation.

3. Any meeting or investigation conducted by a factfinding panel.

1971 288.220
(April 17)
P & A

The following proceedings, required by or pursuant to this chapter, are not subject to any provision of chapter 241 of NRS:

1. Any negotiation or informal discussion between a local government employer and an employee organization or employees as individuals, whether conducted by the governing body or through a representative or representatives.

2. Any meeting of a mediator with either party or both parties to a negotiation.

3. Any meeting or investigation conducted by a factfinding panel.

4. Any meeting of the governing body of a local government employer with its management representative or representatives.

1971 288.220
(May 3)

The following proceedings, required by or pursuant to this chapter, are not subject to any provision of chapter 241 of NRS:

1. Any negotiation or informal discussion between a local government employer and an employee organization or employees as individuals, whether conducted by the governing body or through a representative or representatives.

2. Any meeting of a mediator with either party or both parties to a negotiation.

3. Any meeting or investigation conducted by a [factfinding panel.] *factfinder.*

STRIKES

1969 288.230 Legislative declaration; illegality of strikes.

1. The legislature finds as facts:

(a) That the services provided by the state and local government employers are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety and welfare of the people of the State of Nevada;

(b) That the continuity of such services is likewise essential, and their disruption incompatible with the responsibility of the state to its people; and

(c) That every person who enters or remains in the employment of the state or a local government employer accepts the facts stated in paragraphs (a) and (b) as an essential condition of his employment.

2. The legislature therefore declares it to be the public policy of the State of Nevada that strikes against the state or any local government employer are illegal.

1969 288.240 Injunctive relief against strike or threatened strike.

1. If a strike occurs against the state or a local government employer, the state or local government employer shall, and if a strike is threatened against the state or a local government employer, the state or local government employer may, apply to a court of competent jurisdiction to enjoin such strike. The application shall set forth the facts constituting the strike or threat to strike.

2. If the court finds that an illegal strike has occurred or unless enjoined will occur, it shall enjoin the continuance or commencement of such strike. The provisions of N.R.C.P. 65 and of the other Nevada Rules of Civil Procedure apply generally to proceedings under this section, but the court shall not require security of the state or of any local government employer.

1969 288.250 Punishment of employee organization, officer, employee by court for commencement, continuation of strike in violation of its order.

1. If a strike is commenced or continued in violation of an order issued pursuant to section 25 of this act, the court may:

(a) Punish the employee organization or organizations guilty of such violation by a fine of not more than $50,000 against each organization for each day of continued violation.

(b) Punish any officer of an employee organization who is wholly or partly responsible for such violation by a fine of not more than $1,000 for each day of continued violation, or by imprisonment as provided in NRS 22.110.

(c) Punish any employee of the state or of a local government employer who participates in such strike by ordering the dismissal or suspension of such employee.

2. Any of the penalties enumerated in subsection 1 may be applied alternatively or cumulatively, in the discretion of the court.

1969 288.260 Punishment of employees by employer for commencement, continuation of strike or violation in violation of court order.

1. If a strike is commenced or continued in violation of an order issued pursuant to section 25 of this act, the state or the local government employer may:

(a) Dismiss, suspend or demote all or any of the employees who participate in such strike.

(b) Cancel the contracts of employment of all or any of the employees who participate in such strike.

(c) Withhold all or any part of the salaries or wages which would otherwise accrue to all or any of the employees who participate in such strike.

2. Any of the powers conferred by subsection 1 may be exercised alternatively or cumulatively.

1971 288.260

1. If a strike *or violation* is commenced or continued in violation of an order issued pursuant to NRS 288.240, the state or the local government employer may:

(a) Dismiss, suspend or demote all or any of the employees who participate in such strike [.] *or violation.*

(b) Cancel the contracts of employment of all or any of the employees who participate in such strike [.] *or violation.*

(c) Withhold all or any part of the salaries or wages which would otherwise accrue to all or any of the employees who participate in such strike [.] *or violation.*

2. Any of the powers conferred by subsection 1 may be exercised alternatively or cumulatively.

1971 288.270 Prohibited practices of employers, employees.

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

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

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

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

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

(e) Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively shall be construed to include the entire bargaining process, including mediation and factfinding, provided for in this chapter.

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

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

(b) Refuse to bargain collectively in good faith with the local government employer, if it is an exclusive representative, as required in NRS 288.150. Bargaining collectively shall be construed to include the entire bargaining process, including mediation and factfinding, provided for in this chapter.

1975 288.270

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

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

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

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

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

(e) Refuse to bargain collectively in good faith with the exclusive representative as required in NRS 288.150. Bargaining collectively shall be construed to include the entire bargaining process, including mediation and factfinding, provided for in this chapter.

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

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

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

(b) Refuse to bargain collectively in good faith with the local government employer, if it is an exclusive representative, as required in NRS 288.150. Bargaining collectively shall be construed to include the entire bargaining process, including mediation and factfinding, provided for in this chapter.

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

1971 288.280 Controversies concerning prohibited practices to be submitted to board.

Any controversy concerning prohibited practices may be submitted to the board in the same manner and with the same effect as provided in subsections 2 and 3 of NRS 288.110.

Office of Research
1/16/77

Record Copy Exhibit L

TESTIMONY OF

Nevada State Education Association

Paul Ghilarducci

President

on

A.B. 356

Revisions of Collective Bargaining Statutes

before

Assembly Government Affairs Committee

March 15, 1977

Carson City

NSEA Testimony
A.B. 356

The Nevada legislature adopted NRS 288 in 1969 in order to provide a framework within which good faith bargaining would take place between public employers and public employees. The Nevada legislature and the Governor, by adopting this legislation, demonstrated a belief that it is in the interest of all Nevada's citizens for public employees and employers to negotiate on issues affecting the welfare of public employees. The legislature is to be commended for its enlightened recognition of the necessity for a fair, equitable, and rational process by which public employees are able to negotiate with their employers.

In at least four sections of NRS 288, the legislature declared that employers and employees must bargain in good faith. As local governments are agents of the state and have no independent constitutional standing, the legislature was clearly within its constitutional authority in directing that negotiations had to occur in good faith. As executive agencies are creations of the legislature and bound to follow legislative intent in the application of the law, so are local governments similarly bound to conform to legislative intent in all of their functioning.

In our assessment, when negotiations began in the early years of the Dodge Act (NRS 288), local government negotiations, however resistant to the concept of negotiations, generally negotiated in good faith. The legislature had directed that good faith negotiations must take place and they did. Despite the fact that initial contracts were being negotiated the number of requests for binding arbitration was relatively small (eleven in 1972). This suggests to us that decisions were being reached at the table and that the process was working.

However, in subsequent years, the process has severely deteriorated in effectiveness. Public employers learned through experience that despite the legislative direction to bargain in good faith, that the mechanism which the legislature set up to implement legislative intent was defective. They learned that all the letter of the law required was that the employer sit across a table from employee representatives. They learned that the present law requires only the shell of good faith bargaining, but not its reality. They learned that by doing no more than required by the literal letter of the law, that they could ignore legislative intent, that they could ignore the spirit of the law. How this is done will be amply documented by our testimony and materials. That the process no longer works is demonstrated by a simple fact. More and more issues are not being settled at the negotiations table. More and more issues are being taken to the Governor for binding arbitration. In 1975, 350 issues were taken to the Governor, in 1976, 438. Additional evidence that NRS 288 does not provide an adequate framework for negotiations, when one party refuses to bargain, is provided by the fact that 80% of Nevada's teachers began the school year 1976-77 without contracts. Forty-five percent of Nevada's teachers do not yet have a contract.

The trend, then, is for more and more issues to be unresolved at the table. Employers have learned that the law, despite the legislature's intent, does not have to be honored. All they have to do to fulfill the letter of the law is to

learn to say "no" one thousand times. They have also learned ways of harrassing employee negotiators and organizations, despite legislative prohibitions against such acts.

Legislators and bill drafters are fallible. In adopting a bill, you are declaring your intention that a certain public policy shall be realized. Occasionally the language adopted by the legislature is inadequate to meet the stated purposes of the legislature. In such cases, it becomes necessary to recognize deficiencies of existing language and to rectify them. That is all that we are asking this committee to do. You've set the appropriate goal, i.e., public policy requires good faith negotiations in the public sector. Now, we are asking that you provide the means appropriate to your own goal. We are asking that you provide the incentive for public employers to bargain in good faith, by providing mandatory binding arbitration.

For too many years, many state and federal laws have treated public employees as second class citizens, by imposing restrictions on political behaviors (Hatch Act) and by restricting the economic rights of public employees through prohibitions against negotiations. We count ourselves fortunate that Nevada has declared that we have the right to negotiate.

The legislature has declared through NRS 288 that we are entitled to participate meaningfully in making decisions which affect our own lives.

You have entrusted us with responsibility for your children. We individually make hundreds of decisions in our classrooms each week which profoundly affect your children's lives and well being. You have given us the responsibility and we have exercised it responsibly. We believe that if we are capable of exercising that important trust then we are trustworthy of participating on an equitable basis in making the decisions which affect our own lives. The legislature has, by adopting NRS 288, declared its faith in us to do so responsibly. We are now asking for the means to do so.

As responsible professionals and individuals, we ask that you give us equity at the table by enacting mandatory binding arbitration. We will continue to work at the table for mutually acceptable contracts. Where issues are at impasse, we are willing to have a disinterested third party decide whether our position or the school board's position is responsible or to impose a solution based upon his own assessment of equity. We are willing to have our own positions tested by a neutral informed party because we have faith in our own sense of responsibility and reasonableness. Why do Nevada school boards not have equal faith in their own positions?

The Nevada Teaching Profession

PROJECT 288

NEVADA STATE EDUCATION ASSN.- 151 East Park St.
882-5574 Carson City 89701

A GLOSSARY OF COMMON TERMS ASSOCIATED WITH PUBLIC EMPLOYEE COLLECTIVE BARGAINING, NRS 288, and A.B. 356.

AMERICAN ARBITRATION ASSOCIATION: A national, private, independent firm that supplies mediators, fact-finders and arbitrators to assist in settling labor disputes. The typical cost for AAA staff person is about $100 per day -- on the scene and in-office for researching and writing decisions -- plus normal travel and living costs.

ARBITRATIONS

1) Advisory Arbitration: Where the decision(s) of an impartial fact-finder is advisory in nature and may be rejected in toto or in part by either side.

2) Binding Arbitration: Where the decision(s) of an impartial fact-finder is binding on both sides.

3) Grievance Arbitration: Arbitration over interpretation of the contract as to whether government employer is not abiding by, misinterpreting or misusing the contract presently in force. Arbitration by an impartial party is usually the final step in the grievance procedure, and more often than not it is binding on both parties.

4) Interest Arbitration: Where the fact-finding (arbitration) involves issues at dispute in contract negotiations. (May be binding or advisory.) E.G. Should teachers get a 12% increase (teacher demand) or a 2% increase (Board offer).

5) Compulsory Interest Arbitration: The parties have agreed before negotiations started that they will submit unresolved issues to binding arbitration by a certain date in the collective bargaining time line.

6) Voluntary Interest Arbitration: At the time of impasse in negotiations, the parties may mutually agree to submit the unresolved issues to binding arbitration; but neither side is obligated to enter into binding arbitration.

BAD FAITH BARGAINING: The absence of good faith. (See below). Refusal to accept the obligation under law to seriously bargain with the other side. Going through the motions of negotiations as an elaborate pretense with no sincere desire to reach an agreement. Refusal to make counter proposals. Refusal to give reasonable rationales and real reasons for not agreeing. Sitting at the negotiations table as a messenger ("I'll see what my superiors say") instead of having authority to accept, reject or "horse trade" proposals.

COLLECTIVE BARGAINING: The process in which a total employee group negotiate their terms and conditions of employment collectively with their employer through a designated "bargaining agent" organization, rather than individually bargaining their own working conditions, hours, salary, etc. It ensures that what the employer does for one is done for all others similarly situated. It also protects against arbitrary or capricious treatment of individual employees.

"COLLECTIVE BEGGING": A term applied when the employer is only giving the appearance of participating in the collective bargaining process. Merely sitting at a table with an employee organization and attending negotiations sessions is not collective bargaining. Collective begging occurs when the employee group makes demands, offers rationales and justifications for their requests, but the employer merely says "no" and refuses to discuss rational reasons for saying no, refuses to make counter proposals and flatly says "take it or leave it" to its own unreasonable and unsubstantiated offers. Under NRS 288, when the employer takes such a tact, employees are reduced to mere collective begging because they are prohibited from striking and more than 99 per cent of issues at impasse have not been submitted to binding interest arbitration.

DISPUTE RESOLUTION: The method(s) employed to bring about final settlement of a contract between the employer and employee, such as mediation, fact-finding, interest arbitration, strike.

DUES DEDUCTION: The system by which the employees' union or association dues is deducted each pay period from the employer's paycheck, thus letting the union member pay dues on the installment plan instead of the total annual dues in one lump payment.

EMRB: Employee-Management Relations Board -- three members appointed by the Governor -- which are charged with administering and interpreting NRS 288.

FACT-FINDING: The process in which a single impartial person -- or sometimes a panel of 3 persons, one representing the employer, one for the management side, and one impartial person selected by the first two -- formally hear facts from both sides of a contract dispute and then issues a report as to their feelings and suggestions for reasonable resolution of the issues in dispute. In the traditional sense, fact-finding is purely that -- objective setting out of the facts in an emotional, subjective situation. However, in NRS 288, the law refers to fact-finding more in the sense of arbitration. See Advisory Arbitration and Binding Arbitration.

FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS): A service of the U.S. Labor Department, with branch offices and staff in most major cities, that supplies mediators, fact-finders and arbitrators in the same fashion as AAA. There is no cost for their services, however. FMCS tends to be more readily available for mediation and conciliation of "hot" labor disputes than for arbitration cases.

GOOD FAITH BARGAINING: Negotiations that are conducted in an atmosphere where the parties are committed to and understand that the name of the game is reaching agreement on a contract -- an agreement that will be fair and equitable to BOTH sides. Good faith requires submission of proposals and counter-proposals. It requires attempts at trying to accommodate the other side without unduly giving up your own position or situation. The National Labor Relations Act, for example, specifies that good faith does not compel either party to agree to a proposal or require making a concession. BOTH sides are free to say "no" as long as they mean it in good faith -- not in terms of bad faith.(See Bad Faith).

"GRANDFATHERED ITEMS": Contract provisions and rights that were in local government employee contracts prior to the Nevada Legislature's enactment of Section 288.150(2) (Mandatory Scope of Bargaining) on May 15, 1975. If contracts contained clauses that went beyond the provisions of 288.150(2) they are to remain in full force and effect and mandatory subjects of bargaining.

IMPASSE: A stage in negotiations in which both sides have said there is no more room for compromise and neither side can agree to the other side's proposals as they stand at that point. It is the stage where assistance from an impartial outside entity is required to assist the parties in getting back together through mediation, fact-finding or arbitration.

MAINTENANCE OF STANDARDS: A common labor contract clause that provides for guarantees to employees that all rights and benefits traditionally given employees in the past will continue in force even though such right or benefit is not specifically provided for in a negotiated contract. It is impractible to try to cover every practice, rule and regulation governing employees and work procedures in a collective bargaining agreement and a maintenance of standards clause merely insures that past practices are not revoked merely because management is not specifically required to provide it in the contract.

MANDATORY SUBJECTS OF BARGAINING: The issues, topics and subjects which local government employers are required to negotiate with local government employees under NRS 288, such as wages, sick leave, dues deduction, etc.

MEDIATION: A process in collective bargaining where an impartial, outside person is brought in to assist the parties to work for proposals and counter-proposals to reach agreement. There are no set rules or regulations in mediation, and a good mediator will do everything within reason to try and find an agreement between the parties. Once impasse has been reached, it should be mandatory for the parties to use mediation before implementing any other processes for dispute resolution.

PAYROLL DEDUCTION: Another term for Dues Deduction.

REDUCTION IN FORCE OR RIF POLICY: A system that determines the order for layoffs of personnel in the event the government employer determines it must reduce the number of staff.

SCOPE OF BARGAINING: Term that refers to amount of issues that are subject to negotiations, such as a "broad scope" (all terms and conditions of employment) or a "narrow scope" (wages and fringe benefits).

UNION-BUSTING: In the context of NRS 288 and teacher association experience under the law, the term applies to school boards unduly and unnecessarily forcing almost every issue in negotiations to advisory -- not binding -- arbitration year after year. The consequence is expenses of thousands and thousands of dollars to the association -- often 75% and 100% -- their total annual revenue from dues going to AAA. Then the boards reject the advisory arbitration on decisions not favorable to their side. This also drains association coffers to pursue binding arbitration enforcement in grievances against school board violations of the existing contract.

Exhibit 3

March 15, 1977

Presented to the Nevada Assembly Governmental Affairs Committee.

Re: AB 356 - Changes in the Local Government Employee-Management Relations Act

Chairman Murphy and Members of the Committee:

My name is Joyce Woodhouse, Governmental Affairs Committee chairperson for the Nevada State Education Association and the Clark County Classroom Teachers Association. I have been a first grade teacher in Las Vegas for the past eleven years.

Assembly Bill 356 is legislation proposed by the Nevada State Education Association to correct portions of NRS 288 that continue to frustrate the collective bargaining process in the public sector of our state. I would like to go through AB 356 and give you the rationale for these changes.

The first area of change is in the Employee Management Relations Board. The NSEA supports the amendment on page 1, line 19, "A member shall have some experience or knowledge in the field of labor relations and collective bargaining."

The EMRB has not been able to function as most public employee relation boards have in other states. It has not been as active in trying to guide the collective bargaining process between Nevada's public employees and local government employers as would be desirable. Over the years, it has been comprised mainly of lay persons who have had little or no experience in the arena of labor relations and little or no understanding of collective bargaining. In no way am I detracting from the present Board members as individuals.

The next four amendments also appear in AB 169 in the exact language as in AB 356. We understand that this committee has given AB 169 a "do pass" and it has been referred to the Assembly Ways and Means Committee. We heartily endorse these changes and would like to illustrate that support.

With hopes that a labor relations-oriented EMRB would become more active and involved in helping both sides exercise the process of negotiations, the following additions have been added to lines 6 and 8 on page 2. The board would be given the authority to appoint an executive director and additional personnel to assist in carrying out its duties. Assuming that the changes in the makeup and role in the EMRB as proposed will make the agency more active and responsible in public employee-employer labor relations -- and that skilled persons are recruited to serve on the Board, NSEA believes these persons should be paid for their work. Therefore, we support the additional change in NRS 288. 100 as seen on page 2, lines 13-16.

An expensive and senseless situation occurs repeatedly before the EMRB because ~~of a policy that provides for no~~ there is no policy that provides for precedents being set statewide when the EMRB renders a decision. As past history has shown when the board makes a decision in one county based on a set of circumstances, that decision does not prevail on another school board even though the issues and circumstances are the same. Instead, each individual teacher's association has to go through the same expensive hearing again before the school board.

To rectify this, we support the amendment starting on line 32, page 2.

Hearings before the EMRB become costly items and the almost inevitable appeal process costs money -- expensive lawyers, transcript fees, etc. These costs are often strategically aimed to break the economic stability of county associations which are being funded by dues paying members. The smaller counties are especially hit. Taxpayer dollars finance the costs of the school board action. Therefore, we believe a reasonable approach is the language proposed on lines 37-38 of page 2. Both sides are going to be realistic about carrying their case further.

In 1975, when the Legislature reduced the scope of bargaining from the broad "terms and conditions of employment" to a specific 20 items, the list

mentioned only one specific professional topic for teachers: preparation time. NSEA, this year, is making a very reasonable attempt to expand the scope by adding the issues to 288.150 as listed on page 3, lines 34-41.

The major contribution to our dissatisfaction with NRS 288 lies in the fact that there is no ultimate or certain dispute resolution that brings the teacher strength at the table equal to the Board's position of saying, "no, no, no" over and over again.

Accordingly, there must be binding arbitration of unresolved differences on the table if school boards are going to be forced to bargain in good faith.

Thus, NSEA proposes automatic binding arbitration as seen on page 5, lines 17-23. The date change from April 1 to May 1 is suggested to give more time for bargaining -- good faith bargaining -- as it is assumed that when Boards know they are facing binding arbitration, they will be prone to be more reasonable than just saying "no, no, no".

Since dispute resolutions would culminate with binding arbitration, there should be no reason for a district to have school open in September without a contract with its employees. We have proposed the amendment on page 5, lines 37-40.

Thus, in a non-legislative year, impasse would be declared by May 1, factfinding would commence in May, hearings concluded in early June, and at the latest binding decisions would be rendered in early July. Or, in a legislative year, the issue remains open until the Legislature adjourns in order to ensure that the factfinder knows what they have done for state funding of schools.

Section 288.200 has also presented problems involving bad faith by employers, particularly with the statutory limitation on the arbitrator already placed in the law.

The present law states: NRS 288.200, Section 8, subsection (a) "A preliminary determination shall be made as to the financial ability of the local government employer based on all existing available revenues as established by the local government employer, and with due regard for the obligation of the local government employer to provide facilities and services guaranteeing the health, welfare and safety of the people residing within the political subdivision."

We do not seek to change this language, however, NSEA strongly urges the inclusion of new language on page 6, lines 24-27. Thus, the factfinder would be charged by law to consider not only the Board's facts and arguments about the ability to pay, but also the employee's arguments, contentions, and rationales. He/she would make a decision as to who was more accurate and award accordingly. Secondly, this amendment will also give the arbitrator ability to set different priorities on educational spending, e.g., more for teacher salaries at the expense of reducing budget allocations for ~~AV materials~~ custodial supplies or landscaping, etc.

Two special notes: (1) we wish to inform you that not one arbitrator coming into Nevada on a dispute has ever made an award that the district could not pay. There have not been any appeals to the court.

(2) Arbitrators must be experienced and neutral. We support continued use of the American Arbitrators Association as these people are trained and experienced. In Douglas and Churchill counties during a dispute, the list of arbitrators included a Nevada person. That person was struck by the districts.

NRS 288.250 and 288.260 provide for extremely harsh penalties if employees violate the law: such as, $50,000 per day fines against the organization, $1,000 per day individual fines against officers of the organization, and dismissal of employees who participate. No such penalties exist for the employer. We propose these penalties be deleted and new language included as

on page 6, line 49 and page 7, lines 1 and 2.

Under this proposal, school boards would have to seek injunctive relief. At least the Association could then argue merits of the case.

The last line of the bill repeals 288.135 and 288.137 both relating to the Advisory Committee to the EMRB. This committee usually ends up in 5-5 votes on issues and little is accomplished.

In conclusion, NSEA must bring to your attention a section which was to have been amended into the bill and was not included by the bill drafter. This language reads as follows in NRS 288.180. A new section 2 is added and the present section 2 would become section 3:

"The public employer shall make available in a timely manner to the employee organization all reasonable and necessary data required by the employee organization in order to formulate negotiations proposals."

We believe this addition would effect more good faith bargaining.

On behalf of the teachers and other public employees of Nevada, I strongly urge your favorable consideration of AB 356. NSEA and myself stand ready to work with you for its passage.

I thank you for your time, ~~and for allowing me to testify before you.~~

Exhibit 4

March 15, 1977

Presented to the Nevada Assembly Governmental Affairs Committee.
Re: AB 356 - Changes in the Local Government Employee-Management Relations Act

Chairman Murphy and Members of the Committee:

My name is Ann Hayden. I am a teacher in Carson Valley Middle School in Gardnerville. This is my third year of negotiations.

When I first learned about the negotiating process available to teachers in Nevada, I was very enthusiastic about it. As a professional person, I found the idea of striking, even to bring about needed changes, repugnant. The process of binding arbitration, based on factfinding, seemed like a most effective way to handle disputes. I still like the idea behind Nevada's negotiations act, but I have been very disillusioned as to its effectiveness in its present form.

Binding arbitration is not always granted to the petitioner. Often only advisory arbitration is allowed, and the recommendations that come out of advisory arbitration carry no penalty to the school district if it doesn't choose to accept them.

The negotiations act states that no teacher shall suffer discrimination or any punitive action as a result of participating in the negotiations process, but teachers have found that it doesn't work this way. Teachers who are on the negotiating team may anticipate a drop in rating on their yearly evaluation reports. My report this year was checked "needs to improve" in the rating labeled "accepts supervision."

The president of our Association asked my principal to allow me to leave the building half an hour early one afternoon, after all students had left, so that I could drive up to the Lake to attend an important meeting of the Association. The principal refused with the statement, "I don't want Ann to go to that meeting. I don't like what she is doing."

This fall a vacancy occurred in our school as a result of the retirement of a teacher. The vacancy was not advertised, (which was in itself a violation of our contract), and the teacher chosen to fill the vacancy just happened to be one who had recently withdrawn from membership in the Association.

Teachers, who spend the day in the classroom with the students, teaching from the textbooks provided by the school district, are surely the best qualified to evaluate the effectiveness of different texts, yet the negotiations act doesn't allow teachers to negotiate textbook selection. I have attended meetings which purported to have been set up to allow teachers to discuss selection of books for the next school year. Teachers were asked to make honest, critical comments on the books presented. Then the teacher who dared to express an opinion which didn't agree with the already determined preference of the school district was subjected to a tongue-lashing and accused of being "obstructive" and "non-cooperative."

Teachers have been polled on matters such as calendar, assemblies, in-service training, and then the results of the poll have been ignored and the teachers' expressed wishes disregarded.

Last year the school district insisted on having negotiation sessions on the same afternoon as school board meetings. The result, of course, was that no matter how well negotiations had been proceeding, when it came time to break for the school board meeting, we broke.

The school district, at the negotiating table, has always claimed to be in financial straits. Teachers have then been asked to give up their request for salary increases, to "wait a little longer", to let their concern for the student make them patient, because, they were told, after all, the welfare of the students comes first.

Then when the final budget is approved, we have found that administrative salaries have been increased generously, and the tax rate in the county has been lowered! We can't help but wonder "who is kidding whom?"

The district insists upon putting into the policy manual items which rightfully belong in the contract. They say, "Don't you trust us?" Then, when they don't abide by these policy items, we find that, under the negotiations act, we may not take these items to binding factfinding. This was the experience of Douglas County this year on a matter of grievance.

If teachers negotiate in poor faith, they lose their right to negotiate but no such penalty is imposed upon the school district. We would like to have equity under the law.

A school superintendent should never be allowed to slap a salary offer on the table, as ours once did, and say, "This is it. Take it or leave it."

We urge your support of AB 356. Thank you for listening to us.

Exhibit 5

March 15, 1977

Presented to the Nevada Assembly Governmental Affairs Committee.
Re: AB 356 - Changes in the Local Government Employee-Management Relations Act

Chairman Murphy and Members of the Committee:

My name is Jack Norris. I am a junior high school teacher from Churchill County, presently serving as Chairman of the NSEA Negotiating Committee. This is my tenth year working on the finance and negotiation committees. During this time I have represented the Churchill County Education Association four times before the Governor's Committee and nine times in arbitration.

I was president and chief negotiator of the Association in 1970, when we negotiated the Master Contract. After notifying the District of our intent to negotiate an agreement, the Assistant Superintendent called me into the principal's office and said,"So you want a master contract. Well, I am not going to meet with you night after night and week after week to negotiate one! If you want one, you work it up and after I have taken my red pencil to it, we will both present it to the board for ratification." This has been the attitude that we have faced since the beginning of the Dodge Bill.

Last year the District hired an attorney, at a very high salary, to negotiate for them in an attempt to break the Association. The Association had to file several grievances against the District for direct violations of the Master Contract. Even though we won each grievance, the Association was out over $ 8000 in legal, arbitration, court reporter and related expenses. If financial assistance had not been received from NEA, NSEA, and SCAT, my local association could not have survived.

After presenting our case to the Governor's Office, and showing how bleak our situation really was, we were told in the refusal for binding factfinding, that negotiations would work in Churchill County. Of course we have learned from

experience that this is not true in Churchill County. Also, representatives from other counties have indicated the same.

Out of five non-binding factfinding decisions, the Churchill County School District has rejected four of them and accepted only one.

On each of three binding decisions on salary, the District has contended that it would break them, but in each case they ended the year with a larger unappropriated ending fund balance than anticipated.

Administrators and Trustees in my district have repeatedly spoken against the "carpetbaggers" from California coming in and making decisions on the expenditure of school district funds; however, when a professor from UNR appeared on one of our lists, he was the first the district eliminated.

Consistently the priorities of my District have been reflected in all areas of the budget with the exception of salaries for teachers. Teachers salaries in my district are approximately 12% behind those of the administrators and classified employees over a five year period. In addition, all benefits that we have paid dearly for are automatically given on a "silver Platter" to all other employees.

NRS 288 is simply not working!! Also, in Churchill County, those of us who have exercised our rights to join the association and negotiate for the association have continually been discriminated against and repeatedly been by-passed during promotions in favor of those less qualified.

NRS 288 needs improvements; broaden the scope; provide for binding factfinding; strengthen the EMRB; remove the punitive damages against the employees and associations; and give the factfinder the authority to evaluate the priorities of the District in determining the financial ability to pay.

After all, those individuals who hold the destiny of America in their hands by and through the molding of the lives of the youth of America, should and must

be given consideration!!

In order to make NRS 288 more equable, I respectfully request your support of AB 356.

Thank you for the opportunity to express a small part of the frustrations realized at the bargaining table.

Exhibit 6

March 15, 1977

Presented to the Nevada Assembly Government Affairs Committee.

Re: AB 356 - Changes in the Local Government Employee-Management Relations Act.

Chairman Murphy and Members of the Committee:

My name is Bob Hilleman. I am a staff representative of the Clark County Classroom Teachers Association and serve as the chief negotiator in contract bargaining with the Clark County School District in behalf of 3600 professional teachers.

I would like to summarize the 1976 contract negotiations between our Association and the School District to illustrate the frustrations which NRS 288, in its present form, presents.

In 1976, we had one issue on which we agreed to negotiate - salary. All other terms of our contract continued. We met for the first bargaining session on February 9. The first three sessions were consumed in outlining a process of bargaining. We attempted to agree on an impasse procedure which could be used to resolve an impasse should we get to that point. It was a process which if mutually agreed upon, the two sides could have voluntarily agreed to live with.

After two sessions the School District refused to agree to it.

After discussing the agenda for our contract talks, we inquired about the tentative budget which by that time, the District was required to submit to the Tax Commission.

From an examination of this developing budget we, as an employee group, were able to learn about the School District's ability to pay increases.

In our 4th meeting on March 3, we received an explanation of the portion of the budget providing for a 1-1/2% salary increase for all employees of the district. This was the beginning of our basic problem. The School District developed a budget providing a 1-1/2% salary increase when the cost of living had gone up 6.2% since the previous contract. The school district felt confident they could do this and get by with it.

We, as an employee group, were trying in every way possible to apply leverage to move the district to increase that initial offer but without success. The district held to that initial position throughout bargaining.

We introduced an initial position expressing our ideals that being a 12% increase. We emphasized repeatedly at every session that we were not rigid in that position and were prepared to negotiate from that ideal position toward a mutually acceptable salary agreement which would go as far as possible to accommodate the needs of employer and employees alike.

In fact when the school district representatives finally gave us the 1-1/2% proposal, in writing, we responded by counter proposing a 10-1/2% increase. We immediately asked for another offer so we could move toward agreement. The response we received marked the tone of the district's position.from that time on. The representatives of the district present at the bargaining sessions stated they had no authority to make another offer.

Our bargaining team feared that making several counter proposals without some movement by the employer would constitute a sell-out of those we represent.

While felt we had not exhausted the opportunities for bargaining, we were required to file a request for binding arbitration with the Governor in March.

We did our very best to participate in the proceedings of the Governor's representatives as openly as possible.

We presented a lengthy, detailed written brief and oral presentation. The school district's response was a two page letter denying the main points of our position and in oral arguments they did their best to confuse the history and the issue. They opposed our request for binding factfinding to protect their prerogatives.

The decision of the Governor was to deny the authorization of binding factfinding.

Rather than surrender the interests of the teachers, we decided to avail ourselves of the only process left open to us in the current law, optional mediation and advisory factfinding.

A federal mediator met with the two groups one day for 2 1/2 hours. After an introductory meeting with both parties together, the mediator held short conferences with each side in separate rooms.

When he came into the conference with the teachers, he asked if we were prepared to move off our last position. We assured him that in response to any movement by the school district, we would make a substantive move.

The mediator informed us that the district felt it was unnecessary to make any further movement since their position would look good to the factfinder. In view of this, the mediator stated, I don't see any point in continuing mediation further.

We then went on to factfinding hearings in July, at which time, we unilaterally lowered our position to 7.8% salary increase. In our post-hearing statement to the factfinder, we indicated that as a bottom line, the factfinder should advise a minimum of a cost of living increase which would have been 6.2%. The school district remained at their 1 1/2% position. The introduced evidence articulating budgetary priorities which utilized all of the district's resources leaving only 1 1/2% available for employee salary increases.

Now to be sure, the district priorities which consumed the major portions of funds in the budget were laudable. Of primary concern to the district was the lowering of class size to 30 students or less in all elementary grades.

There had been an effort to reduce class sizes in Kindergarten through Grade 3. That effort took 3 years and was supported by teachers. Now, when salaries were the only subject of bargaining, the district decided it would complete the class size reduction in grades 4-6 in one year. How can teachers object to reducing class size? They can't! But how can the teachers already employed in the district maintain a reasonable but modest standard of living without moonlighting if a 1 1/2% salary increase occurs when cost-of-living rises 6.2%. Time does not allow a further recount of the remainder of that history.

The district, if concerned about its posture of bargaining in good faith, could have made that class size adjustment in smaller steps as it had in the past. Teachers weren't asking to get rich. They wanted to improve their economic status but would have settled for maintaining their status with the economy.

The school district cleverly and correctly assessed their strength under the present law. They saw they could make one irresponsible offer and sit on it and no adverse consequences could befall them.

While strikes were considered and discussed by many frustrated Clark County teachers, our Association leaders counseled that we had an obligation to work within the law as it exists, at least until all avenues have been exhausted. Holding teacher anxieties in check has been a severe leadership challenge.

The challenge became extremely difficult when the factfinders decision was received in which he advised the school district to increase their offer from 1 1/2% to 2 1/2%. Within a few days of the opening of the new school year, the Board of Trustees accepted the factfinder's advise, increased their offer to 2 1/2% even though they had testified under oath in the factfinding hearing that not one penny more than 1 1/2% was available.

The teachers acting in a mass meeting under democratic decision-making processes, rejected the 2 1/2% offer and voted to withhold non-contractual voluntary services.

The fact that the same public agency, Clark County School District, can be cooperative or uncooperative at will is one of the ironies the law in its present form. While the present NRS 288 has the words to make the intent clear, we now need to learn from our experience and make the adjustments to create incentives on both sides of the bargaining table to reach agreement between the parties. We need to have a fair application of pressure on employer and employees to bargain in good faith or submit to an equitable process for resolving impasse.

I respectfully ask you to carefully consider this bill and if you agree that it will effectively deal with the problems outlined here today, pass the bill on and support its passage.

Thank you very much!

Exhibit 7

March 15, 1977

Presented to the Nevada Assembly Government Affairs Committee

Re: AB 356 - Changes in the Local Government Employee-Management Relations Act.

Chairman Murphy and Members of the Committee:

My name is Doug Griffin. I am a secondary school mathematics teacher in Clark County. I have been a member of the negotiations team for the Clark County Classroom Teacher's Association for the past 3 years and am currently a member of the Nevada State Education Association negotiations committee.

During negotiations for the 1972-73 school year, Clark County teachers requested binding arbitration on salary and hospital/medical insurance. Governor O'Callahan granted binding arbitration on both issues, a hearing was held before arbitrator Howard Block, and the issues at dispute were settled by his decision.

For 1973-74, the Teacher's Association requested binding arbitration on 48 issues at impasse. Governor O'Callahan granted binding arbitration on 3 issues (salary, sick leave, and hours of work) and advisory on the other 45 issues. The binding arbitration decision by the Governor provided the incentive for the school district to renew negotiations and all items in dispute were settled at the bargaining table.

In 1974-75, the teachers requested binding arbitration on four issues, binding was granted on salary only. Again, prior to the arbitration hearing, the parties reached agreement on all items at the bargaining table.

For 1975-76, the teachers requested binding arbitration on 56 issues at impasse and the Governor granted binding only on salary and dues deduction -- all other items to go to Advisory factfinding. The school district began negotiating in earnest upon receipt of the Governor's binding arbitration directive and an agreement was signed prior to an arbitration hearing.

During the past year, 1976-77, the Association requested binding arbitration only on salaries and the request was denied. It is now March 15, approximately

13 months after negotiations started -- the Clark County teachers are still working without a negotiated settlement.

This history clearly shows that when binding arbitration is imminent, the parties are more likely to find it possible to resolve their differences through compromise and coming together at the bargaining table. The result is a mutually acceptable, healthy agreement.

In those cases where mutual agreement at the bargaining table does not occur, an impartial third party should bring the matters to closure without undue delay. Two points here are important. First, adequate time for mutual settlement at the table must be allowed before a third party is called in. And second, when impasse does occur, the decision of the impartial third party must be binding and must be delivered in time for implementation prior to the start of the school year.

The result would be that teachers, and other public employees, could then devote their full attention to delivering the public service for which they are employed. They would not be distracted by problems of low morale, economic hardship, or other disputes with their employer.

The law, as originally written, was a good attempt by the legislature to provide for an orderly process of collective bargaining. Unfortunately, over the years, some people have found loopholes which have prevented meaningful good faith bargaining from taking place. Our proposal to you would restore the bargaining process to the condition which the legislature originally intended. I urge you to support and pass AB 356.

I thank you for your time and for allowing me to testify before you.

Exhibit 8

March 15, 1977

Presented to the Nevada Assembly Governmental Affairs Committee.
Re: AB 356 - Changes in the Local Government Employee-Management Relations Act

Chairman Murphy and Members of the Committee:

My name is Charlese Davidson. I am an elementary school teacher in Humboldt County. In the past, the Humboldt County School Board has recognized our contract as a continuing contract; that is, unless agreement is reached, items remain the same. This past year, we were informed that we did not have a continuing contract and must come to some agreement on all items by June 30th, or they had the prerogative to do as they wished with unsettled items unless of course we filed for an EMRB Hearing or Arbitration. I found this to be extremely time consuming as they had rewritten our entire contract and presented it to us to renegotiate.

Time and time again we were told they had legal opinions to back their stand. Repeatedly we asked for copies, and finally near the end, we were informed that they didn't actually have them in writing. We too, had legal opinions, and were able to give them written copies.

Items which were negotiable prior to the last Legislative Session's changes in the law have proved to be a problem. The Board feels that these items are no longer negotiable and if we attempt to negotiate them, we are against the law. Two years ago, we had tentatively agreed to four items. After the law was changed, the Board would not honor those agreements, and ruled them non-negotiable.

Humboldt County Teachers went to Binding Arbitration two years ago, and were awarded more than the School Board had offered. I might add that we had been locked into a two year contract and had received no increase in pay for the 74-75 school year, and as you may recall, inflation really struck a hard blow to the American public. This consequently has caused PR problems because of the bad publicity teachers received through our local news media. The public feels that

all the teachers are interested in is money. When we went to Binding Arbitration two years ago, we mutually agreed to by-pass the Governor. The teachers are the scapegoats thanks to the School Board's position in not defending them when in fact they knew the publicity was not accurately and truthfully reported. People only heard that the teachers received a raise. They weren't informed that everyone received the same percentage.

The transfer policy needs to be clarified, especially in our county. The School Board strongly feels that no one has the right to tell them who to hire. Experienced teachers in the District are passed over for newly graduated people, even after they have been told they are the most qualified. Depending on the Principal, the most qualified are not hired because of personalities. The policy we have now has been repeatedly ruled non-negotiable and has not been honored. Teachers in the rural schools have not been able to move into town and and are very unhappy with the District. They feel their chances of moving are nil.

Stalling tactics are used frequently. The School Board informed us last year that they were in no hurry, they had plenty of time knowing full well there were deadlines to meet. They can make no decisions. Everything has to go back to the entire Board for counter proposals, agreement, or disagreement, which sometimes takes weeks to finally settle.

Another problem has been open vs. closed meetings. We were informed that it was up to the School Board to decide whether the meetings would be open or closed. We had no say in the matter.

I feel negotiators should be able to by-pass the Governor and go directly to Binding Arbitration if impasse is reached. Problems and concerns which are very real and important to local teachers have not been settled satisfactorily because the Governor's Office did not grant Binding Arbitration. Advisory Arbitration can be both time consuming and expensive because the Board does

not have to accept the Arbitrators findings. Teachers are losing faith in the present law and feel this is the time for a change. Our Board will never again agree to Binding Arbitration willingly, because this could force good faith negotiating.

I object to the Principal's sitting on the Board's team. They have been the spokesmen for the past two years in Humboldt County. Everyday during the school year we work together in a building to obtain the most for our school. Then you are faced with the problem of being on opposite sides and fighting against what the other side wants. It doesn't make sense. How can you jointly be for something and then against what the other wants. It puts the Principal in a bad position because the teachers are working for something that would benefit his school and he has to say "no" you can't have it.

My county, as well as reported from other counties, does not always bargain in good faith. Therefore we must have your support of AB 356.

Thank you.

Exhibit 9

March 15, 1977

Presented to the Nevada Assembly Governmental Affairs Committee.

Re: AB 356 - Changes in the Local Government Employee-Management Relations Act

Chairman Murphy and Members of the Committee:

My name is Nancy Hedges. I have been negotiating for the Churchill County Teachers Association for four years. I was actively involved for two years and I am now negotiations chairperson.

As an example of bad faith bargaining, we and the District had almost agreed on the negotiations procedure last year when the school board unilaterally decided that negotiations should be open. We tried to argue that it was not the District's right to decide but they were adamant. We then negotiated by registered mail for two months before "caving in" on this issue to expedite negotiations.

Another reason why the law isn't working; Last year the District opened the entire Master Contract for renegotiations. We felt this was an attempt to weaken it. After we had worked and negotiated for several sessions, we presented the crucial issues for binding factfinding. The governor gave advisory factfinding. The District would not be bound on any decision the arbitrator made. The teachers were very upset at this turn of events because they knew we were stuck with the small salary offer.

Over a period of years, we have fallen behind in the percentage of the total budget allotted for teachers' salaries. Every other category of the budget has made large increases. Even though we received binding fact-finding on salaries the arbitrator has given very conservative awards in line with the district's budget presentation. If we had not had these binding decisions, I fear that our salary increases would have been very small or zero.

We need to have the binding fact-finding provided by a disinterested third party. Perhaps the District would be more willing to bargain if they knew that any impasse would go to binding fact-finding. It may not be a perfect decision for either the teachers or the District but it is not a unilateral decision from only one side.

We urge your support of AB 356. Thank you for listening to us.

Exhibit 10

March 15, 1977

Presented to the Nevada Assembly Government Affairs Committee.

Re: AB 356 - Changes in the Local Goverment Employee-Management Relations Act.

Chairman Murphy and Members of the Committee:

My name is Bill Smith. I am a teacher with over twenty years of experience in the classrooms of Nevada. For thirteen of those years I had to accept that which I was given without opportunity to meaningfully participate in the determination process. During the past seven years, with the passage of NRS 288, the legislators and the teachers of Clark County have given me the opportunity to participate in the process by which what goes on in the classroom is selected, and the professional compensation for making that which goes on occur.

The process enabled by 288 was terminated my first year with a triparty advisory arbitration. In the second year it terminated in binding arbitration.

During the negotiation process leading up to these conclusions, we learned a great deal from the able negotiations placed across the table from us. We were able to explore ways in which the public monies were allocated and how they were spread thinly over many categories.

But throughout the process we were frustrated by the limitations placed by NRS 288 on the arbiter. Our opponents at the table were the ones who eventually provided the arbiter with sources and amounts of revenue. Our opponents were the ones who determined unshakable priorities for the expenditure of all the funds they could project. The arbiter was constrained to tamper with neither the sources and amounts of revenues, nor the priorities.

The frustration with the lack of orderly termination of the process has reached a culmination this year, where in Clark County the teachers still have no contract for 1976-1977.

AB 356 would provide an arbiter with the tools to make a just decision, provide equity to teachers, and an orderly end to the negotiation process.

The objectors to the bill raise the spector of outsiders making decisions which would bankrupt Nevada. As a native Nevadan who earns his livlihood in the classrooms of this state, it would be counter to my own best interests to advocate anything which would undermine the finances of the state or any of its schools. I do not recommend to you such a measure at this time. I encourage you to support AB 356, and I thank you for your attention and consideration.

Exhibit 11

NATIONAL EDUCATION ASSOCIATION • 1201 16th St., N.W., Washington, D.C. 20036 • (202) 833-4000

MS. MARIAN R. CONRAD, Director for Nevada
3369 Belford Road
Reno, Nevada 89509

March 15, 1977

Presented to the Nevada Assembly Governmental Affairs Committee.
Re: AB 356 - Changes in the Local Government Employee-Management Relations Act

Chairman Murphy and Members of the Committee:

My name is Marian Conrad. I am an elementary teacher in Washoe County. I am presently serving as Nevada's elected representative to the National Education Association's Board of Directors. In addition, I am the chief negotiator for the Washoe County Teachers Association, a position I have held for the past three years. I have been a member of the Washoe County Teachers Association Negotiating Team since 1969, the year we negotiated our first contract.

The bargaining process in Washoe County usually starts in early December. At that time, the Washoe County Teachers Association writes the school district requesting budget information. Unless we request the information by the exact title used by the school administration, we do not receive the information. Many times, we do not know the right title to use.

In addition, the district will not give us any money information or a copy of the budget until the budget has been tentatively agreed to by the school trustees. It is rather difficult to negotiate anything that may cost money after a budget has been formulated.

The Washoe County School Administration will not offer any proposals to us until we have presented our entire negotiations package to them. There are two very distinct disadvantages to this. The first disadvantage is that by requiring all our negotiation proposals to be presented first, we do not have much room in which to move in negotiations. The second one is not being

given any budget information until the middle of February. If we want to negotiate any money items, we have to make a guess as to the district's resources if we are to have our first proposals given to the district negotiators early in the year; or if we wait until after the tentative budget is given to us, we do not have much time to negotiate before we are caught up in the time lines in the current law.

At this time, we are caught up in ~~the~~ those time lines. Washoe County Teachers Association gave their entire negotiations package to the district by January 17, 1977. As yet, we have not received any proposals or counter proposals from the district. Yet we have received a letter from the Governor's Office stating that our requests for binding arbitration have to be submitted on or before March 16, 1977. It seems ludicrous to ask for binding arbitration and to have to submit the name of an impartial factfinder that has been selected by the both parties before the negotiations process has even started.

As the present law now stands, all the advantages are with the employer. If the employer does not want to negotiate, there is not much an employee group can do. Even if an unfair labor practice is filed with the Employee Management Relations Board and the employee group wins, it doesn't mean very much. The changes asked for in Section 288.110 would certainly help to strengthen the EMRB decisions.

I thank you for your time and for allowing me to testify before you. I urge you to support all of Assembly Bill 356.

Exhibit 12

Washoe County Teachers Association

4600 Kietzke, Bldg. I, Suite 205 • Reno, Nevada 89502

Telephone (702) 825-5522

RITA HAMBLETON, President

E. REA SEELEY, Executive Director

March 15, 1977

Presented to the Nevada Assembly Governmental Affairs Committee.
Re: AB 356 - Changes in the Local Government Employee-Management Relations Act

Chairman Murphy and Members of the Committee:

For the record, my name is Rita Hambleton. I am President of the Washoe County Teachers Association(WCTA), and I am serving my third year in that position. I have attended and participated in negotiations sessions, Governor's hearings, EMRB hearings, and arbitration hearings during my terms of office.

I would like to share some experiences with you which support the need for some changes in the present Local Government Employee-Management Relations Act (NRS 288).

Specifically I would like to explain the need teachers see for increasing the scope of mandatory bargaining in three areas: Procedure for student discipline, Procedure for transfer of personnel, and Building and ground design.

In October of 1975, the teachers of Wooster High School brought student discipline problems to the attention of school authorities and the general public. After much public discussion, a few temporary, stop-gap measures were taken to alleviate the problems. A few more security guards were hired; teachers assumed more patrol duties, and attendance regulations were piloted and abandoned. Still no district-wide procedure for handling most discipline was established. Because of continued faculty concern, the situation at Wooster appears to be a little better; however, the need for a uniform and understandable discipline procedure still exists. If the development of such a procedure were negotiable,

many of our problems could probably be handled to the benefit of students, teachers, and community.

In the fall of 1975, Washoe County implemented a new middle school program in the metropolitan areas. This required moving sixth graders from elementary schools to new schools or to schools which had previously been junior highs. This movement also meant a movement of personnel since sixth grade teachers were no longer needed in the elementary schools but were needed in the new middle schools. A few years before this movement, a similar situation had occurred with ninth grade students and teachers when they were moved from junior highs to high schools. In both instances, several teachers did not know where they would be teaching when school opened in September. Even more were unaware of their next year's assignments when school closed the previous June. Many teachers plan and prepare for a new school year during the previous summer. Late or last minute assignments are certainly not conducive to providing the best educational programs for students. If a standard procedure for transfer were negotiable, teacher placement could occur in a more timely fashion to benefit educational programming for students and teachers alike.

In December 1976, the WCTA filed a complaint on behalf of teachers at Pine and O'Brien Middle Schools. The essence of the complaint centered around the designs of the two new middle schools. While the teachers had agreed to the concept of open classrooms and team teaching, they had not been involved in the actual designing of the facilities. When teachers first brought these problems to the attention of their immediate supervisors, they were informed that the problems were being examined and that the "bugs" in the buildings would be worked out. After a year of trying to cope with excessive noise levels and poor ventilation, the teachers brought the problems to the attention of central administration and the Board of Trustees. Steps are now being taken to alleviate

these problems. If teachers could have negotiated with the district concerning the design of the buildings before they were constructed, many of the problems could have been avoided.

Teachers are not asking to have the rights of employers in these areas. They are asking for the right to negotiate with their employers to improve conditions for students and the entire educational community. According to Webster's Dictionary, negotiate means "to confer with another so as to arrive at the settlement of some matter." Our experiences in Washoe County indicate that such a procedure could help us to help the students by providing a better educational environment.

Thank you for your time.

Exhibit 13

Position paper of the Nevada State School Boards Association on the proposed revision of NRS Chapter 288 - Local Government Employee-Management Relations Act - AB 356

In 1969 the Nevada State Legislature enacted the Local Government Employee-Management Relations Act which provided a framework for collective bargaining in the public sector. Although there have been a number of revisions since the Act's initial passage, the most substantial revision occurred in the 1975 Legislative session in which the Legislature, in effect, statutorily reversed a Nevada Supreme Court decision which had virtually placed all subjects on the bargaining table whether they involved management prerogatives or not. In so acting the Legislature narrowed the scope of bargaining to twenty specific mandatory areas. If AB 356 is enacted there will again be a major revision of NRS Chapter 288 which will not only unreasonably expand the scope of negotiation but which will substantially weaken Local Government control over education in Nevada. The Nevada State School Board Association therefore opposes the following revisions contained in AB 356:

(1) AB 356, page 3

(u) Procedure for student discipline through

(bb) Professional Development

School Board trustees are elected officials who must exercise public trust decisions for the benefit of the general public. Moreover, trustees are accountable to the electorate for their decisions. When those public trust decisions are made part of the mandatory bargaining process a private interest group and finally an outside factfinder make a decision which the public must accept without any recourse. For this reason the scope of negotiations must

not be expanded to delegate important public trust decisions to the bargaining process. It is the position of the Associaion that the proposed revision of the scope of mandatory negotiations should not be further expanded.

The provision to make "student discipline" negotiable is particularly worthy of note. Those districts which have received proposals dealing with "student discipline" have found that teachers associations are demanding that teachers be the sole judge as to whether or not a student may attend class if the teacher believes the student is a "discipline problem". School Boards must remain accountable to the community from which they were elected for the development and implementation of policies and regulations concerning student discipline. Such policies must be developed with teacher input, but not through the bargaining process nor by an arbitrator who is not responsible to the community.

Of the eight areas proposed for inclusion as mandatory subjects for bargaining probably the most dangerous is "(w) Maintenance of Standards". The purpose of a "maintenance of standards" clause is to insure, contractually that no actions can be taken which will reduce working conditions below those which were in effect at the time the master agreement was entered into. Contracts containing maintenance of standards provisions have been interpreted in grievance arbitrations to mean that many of the actions normally taken by school boards do in fact "reduce" working conditions and are therefore prohibited.

For example, if the average class size in a particular school increases from twenty-eight students to twenty-nine during the school year, the Board of Trustees may be guilty of violating the contract, even though class size

is not negotiable! Similarly if a principal requires more detailed lesson plans, this too may be prohibited since it affects working or teaching conditions. If additional bus runs are scheduled for a school and as a consequence, additional bus duty is required of the faculty, this also may be prohibited by a maintenance of standards provision in a master agreement. If twenty field trips were approved by the School Board last year there had better be at least twenty this year or a grievance can be filed and an arbitrator may order additional field trips!

The negotiability of building and ground design (z) likewise poses a particular threat to a management prerogative traditionally reserved to the governing board. Placing such an item on the negotiation table can result in a private interest group or an outside factfinder who are not accountable to the general public determining the size of the next bond issue and when the bond issue is to be presented. Certainly teacher participation in this area is desirable, but to make this item negotiable in effect delegates a duty which should only be exercised by the trustees who have the responsibility for governing for the welfare of all the people and not just a private union.

Although the right to transfer an employee has always been reserved to the local government employer under NRS Chapter 288, AB 356 now seeks to cut into this management prerogative by making the "procedures for transfer" negotiable. The "procedures" of course, are the very heart of the ability to transfer an employee to meet the educational needs of a District. For the right to transfer to mean anything, then, the final decision on procedures must be retained by the trustees and not delegated to a union or an outside factfinder.

These are just a few examples of problem areas created by further expanding the items subject to mandatory negotiation. A line must be drawn if the elected officials are to retain any authority to exercise the public trust decisions placed in their hands by the thousands of voters. Teacher input in some of these areas is desirable, but placing such items on the table for negotiation and possible factfinding takes away the public's right to hold elected officials accountable.

(2) AB 356, page 5, Section 8:

1. If by May 1, the parties have not reached agreement, either party may declare that an impasse has been reached between them involving any unresolved issues, and may submit such issues to an impartial fact-finder for his findings and recommendations. These findings and recommendations are final and binding on the parties.

Underlying most of the problems with the Employment Management Relations Act is the impasse procedure which is found in NRS 288.200. Under the present Act, if the parties cannot reach agreement, either party can submit the dispute to an impartial factfinder and the Governor has the emergency power to make the findings of the factfinder final and binding. In practice, what this has generally meant is that employee organizations throughout the state have sought binding arbitration whereas public employers have opposed it. It has been the theory of the Association's trustees supported by their own experience and the experience of other public employers, that this impasse procedure effectively destroys the opportunity for good faith bargaining. Public employee representatives have abrogated their responsibility to bargain in

good faith and have relied upon binding arbitration to secure an agreement. As a result, a factfinder generally is appointed to come from outside the State of Nevada and make a decision which binds local elected officials as well as the general electorate who have to foot the bill while the fact-finder escapes by returning to his own community without having any ultimate responsibility for his decision. The problem with this approach has been well stated by Robert F. Boden, Dean and Professor of Law, Marquette University in a paper entitled "A BICENTENNIAL CHALLENGE FOR TAXPAYER REPRESENTATIVES IN LABOR RELATIONS".

> "The idea of bringing in an expert from out of town to make a final and binding decision concerning the compensation of public employees, which will necessarily fix the local tax rate, is a solution to the problem of public sector labor disputes which would cause our founding fathers not only to turn over in their graves but to attempt the miracle of resurrection from the dead. It out-tory's all the tories who lived at the time of the revolution. They at least feigned an argument that Americans were 'virtually' represented in the arbitration board which was parliament because its members were supposed to represent constituents everywhere in the empire."

It is therefore the position of the Nevada State School Board Association that revising the Act to require binding fact-finding enlarges the problem. There must be a revision of the impasse procedure in order to insure a good faith bargaining and minimize the effect of having an outsider decide what are eventually public trust decisions which have been placed in the hands of the officials.

(3) AB 356, page 6, Section 8.

In determining the financial ability of the local government employer, the factfinder shall consider the accuracy of the information provided as well as the reasonableness of the priorities for expenditure established by the local government employer.

If a factfinder is given the authority to assess the "reasonableness of the priorities", he is in effect given an absolute veto over the priority decisions of elected officials although he is not accountable to anyone. Clearly, even reasonable men can differ on any question of priority thus giving a factfinder incredible power to reallign budgetary priorities after a one or two day hearing covering policies which have taken months and years to develop and execute. As a result, unless trustees have made an arbitrary or capricious decision an outsider should not be allowed to shift such priorites to satisfy his own concept of what is best.

(4) AB 356, page 6-7, Section 9:

<u>If a strike is commenced or continued in violation of an order issued pursuant to NRS 288.240 the court may impose general contempt sanctions against the employee organization or any employee guilty of such violation, or both.</u>

This provision removes the existing statutory fines which the Court may impose against employees and employee organizations which have engaged in a strike. By substituting "general contempt sanctions" for statutory fines AB 356 substantially lessens the penalties for strikes against the public employer. The predictable result is an invitation for public employees to use the strike whenever it might be to their advantage with the ultimate penalty being a maximum fine of $500 or 25 days in jail or both.

It is therefore imperative that AB 356 not be passed in its present form.

EXHIBIT 14 IS MISSING FROM BOTH THE ORIGINAL MINUTES AND THE MICROFICHE.

Exhibit 15

MARCH 15, 1977

MR. CHAIRMAN AND MEMBERS OF THE GOVERNMENTAL AFFAIRS COMMITTEE

THANK YOU FOR THE OPPORTUNITY TO SPEAK IN OPPOSITION TO AB 356.

I WOULD LIKE TO NOTE IN OPENING MY REMARKS THAT AB 356 STATES THAT THERE IS NO LOCAL GOVERNMENT FISCAL IMPACT. EITHER THIS IS AN ATTEMPT AT HUMOR OR THE AUTHORS HAVE ABSOLUTELY NO APPRECIATION OF THE POTENTIAL IMPACT OF THIS BILL.

AS AN ELECTED MUNICIPAL OFFICIAL I WISH TO AGRUE STRENUOUSLY AGAINST THE PASSAGE OF AB 356 IN ITS PRESENT FORM.

ALTHOUGH THERE ARE SEVERAL PROVISIONS IN THE PROPOSED BILL THAT ARE NOT ACCEPTABLE FROM OUR POINT OF VIEW INCLUDING: 1) INFRINGEMENT OF MANAGEMENT RIGHTS, AND 2) REMOVAL OF SPECIFIC STRIKE SANCTIONS AGAINST EMPLOYEE UNIONS, THE ONE PROVISION THAT LOCAL GOVERNMENTS CANNOT LIVE WITH IS THE PROVISIONS FOR COMPULSORY BINDING FACTFINDING.

COMPULSORY BINDING FACTFINDING WOULD REMOVE THE POWER OF LOCALLY ELECTED OFFICIALS TO MAKE THE MOST IMPORTANT BUDGETARY DECISION IN THE CITY. SALARIES AND BENEFITS FOR MUNICIPAL EMPLOYEES MAKE UP 70 - 80% OF THE TOTAL CITY BUDGET EACH YEAR. COMPULSORY BINDING FACTFINDINGS WOULD GIVE THE DECISION OVER SALARIES AND BENEFITS TO AN OUTSIDE NON-ELECTED FACTFINDER WHO HAS NO STAKE WHATSOEVER IN THE COST OF THE DECISION OR ITS IMPLEMENTATION. THUS, UNDER COMPULSORY BINDING FACT-FINDING, THE ONLY DECISION LEFT FOR ELECTED OFFICIALS IS WHERE TO FIND THE MONEY TO IMPLEMENT THE FACTFINDER'S MANDATE - EITHER THOUGH INCREASED TAXES OR REDUCED PUBLIC SERVICES.

COMPULSORY AND BINDING FACTFINDING WILL CHANGE THE FORM OF LOCAL GOVERNMENTS IN NEVADA. THIS PROCESS PROVIDES THAT AN OUTSIDE ARBITRATOR ELECTED BY NO ONE WITHIN THE CITY AND ACCOUNTABLE TO NO ONE WITHIN THE CITY IS ALLOWED TO MAKE DECISIONS WHICH CAN HAVE NO OTHER AFFECT BUT EITHER TO INCREASE TAXES OR REDUCE SERVICES TO THE CITIZENS OF THE COMMUNITY. WE DO NOT BELIEVE THAT ANY ELECTED GOVERNING BODY - WHETHER IT BE CONGRESS, THE LEGISLATURE, A BOARD OF COMMISSIONERS OR A CITY COUNCIL - SHOULD BE FORCED BY SINGLE, NON-ELECTED, PRIVATE INDIVIDUALS TO RAISE TAXES IN ORDER TO PAY FOR AN AWARD ON WAGES AND BENEFITS MADE BY THAT INDIVIDUAL.

COMPULSORY AND BINDING FACTFINDING IS A MECHANISM WHICH PRODUCES ARTIFICALLY INFLATED SALARIES FOR THE EMPLOYEES COVERED. THE FACTFINDER, IF HE WISHES TO CONTINUE EMPLOYMENT IN HIS CHOSEN PROFESSION, MUST ATTEMPT TO SPLIT THE DIFFERENCE BETWEEN THE CITY'S OFFER AND THE OFFER OF THE LABOR ORGANIZATION. IN STATES WHERE BINDING ARBITRATION EXISTS NUMEROUS STUDIES SHOW CONCLUSIVELY THAT EMPLOYEE GROUPS COVERED BY BINDING FACTFINDING RECEIVE CONSISTENTLY HIGHER WAGE AND BENEFIT PACKAGES THAN DO OTHER GROUPS OF CITY EMPLOYEES.

UNDER PROVISIONS OF AB 356 EITHER SIDE CAN UNILATERALLY DECLARE AN IMPASSE IN NEGOTIATIONS AND CALL FOR A BINDING FACTFINDER. FROM A STRATEGY STANDPOINT, THIS WILL ENCOURAGE EMPLOYEE UNIONS NOT TO NEGOTIATE IN GOOD FAITH, BUT RATHER TO SUBMIT A LONG LAUNDRY LIST OF ISSUES TO THE FACTFINDER, KNOWING THEY WILL GET SOME OF THEM.

THE EXPERIENCE IN OTHER STATES WITH COMPULSORY FACTFINDING SHOULD BE CAREFULLY STUDIED. THE STATE OF MICHIGAN HAS HAD AN UNFORTUNATE EXPERIENCE WITH THIS TECHNIQUE AND IS CURRENTLY ATTEMPTING TO REPEAL

A COMPULSORY BINDING FACTFINDING STATUTE. CITIES IN OREGON HAVE REPEALED A COMPULSORY BINDING FACTFINDING STATUTE AND HAVE GIVEN EMPLOYEES, INCLUDING POLICE AND FIRE, THE RIGHT TO STRIKE INSTEAD.

LADIES AND GENTLEMEN, YOU COULD NOT DO THE CITIES OF NEVADA A GREATER DISSERVICE IF YOU APPROVE AB 356 IN ITS PRESENT FORM. YOU WILL EFFECTIVELY TAKE AWAY 70 - 80% OF OUR DECISIONS MAKING AUTHORITY WITH REGARD TO OUR BUDGETARY EXPENDITURES EACH YEAR.

AS SERIOUS AS THE RAMIFICATIONS ARE, I WOULD RATHER YOU GRANT MUNICIPAL EMPLOYEES THE RIGHT TO STRIKE THAN TO GIVE THEM COMPULSORY BINDING FACTFINDING.

LET ME LEAVE YOU WITH ONE LAST THOUGHT. IF YOU ARE WILLING TO MANDATE COMPULSORY BINDING FACTFINDING ON LOCAL GOVERNMENT EMPLOYEES, ARE YOU EQUALLY WILLING TO ALLOW YOUR OWN EMPLOYEES - ALL STATE PERSONNEL TO ALSO HAVE THIS RIGHT?

I THINK NOT.

THANK YOU FOR YOUR CONSIDERATION OF MY COMMENTS.

RESPECTFULLY SUBMITTED,

Jim Lillard

JAMES C. LILLARD
MAYOR
CITY OF SPARKS, NV

Exhibit 16

Assembly Bill 356

Once again the Nevada State Legislature is confronted with having to consider an array of proposals that would result in legislation establishing local government collective bargaining relationships and procedures. We recognize that this is a difficult area for you to address./ We are also clearly aware and grateful that consideration of this entire matter (that is Local Government Management-Employee labor relations) remains a State Legislature prerogative inasmuch as the Federal Government has not enacted national legislation covering this area. We are optimistic that it will always be a State Legislature prerogative in view of the U. S. Supreme Court's recent finding that the Federal Government's application of the Fair Labor Standards Act to local government unconstitutional. ~~I believe you are fully aware that the Chamber supports local determination whenever possible.~~

Whatever eventually evolves in the form of final legislation dealing with local government management-employee relations ~~we~~ believe should meet the following criteria: 1) that there be permitted a fair balance of collective bargaining power between the parties; 2) that there be ~~required~~ a bargaining environment requiring good faith efforts; and 3) most importantly that the citizens and taxpayers of our state not be denied their obvious right to control their local governments, especially in the demanding accountability and performance and in establihsing the priorities to be addressed.

It is our judgement that AB 356 violates all three criteria. Although there are a number of subject areas in AB 356 which I could address, I would like to ~~time necessitates that I~~ primarily address the three

areas we find least acceptable, and which we believe most violate the criteria I just gave you.

1. Expansion of the mandatory subjects of bargaining [redacted].

We believe that the current mandatory subjects of bargaining are adequate and oppose the expansion of 288.150 as proposed in AB 356. Although it is clear that the proposed additions deal with the relationships of teachers to their school district management, and may at first glance seem innocuous to some, it is clear to us that they represent an erosion of the ability of elected school boards of trustees to represent the wishes of their constituents. We believe that the expansion of negotiable issues clearly affects all local governments in the same manner. For example, it would be inconceivable to us that county commissioners and city councils be required to negotiate building and ground design with their local government employee associations as would be required by line 39 on page 3.

2. Dealing with the issues which must go to binding factfinding [redacted]. Section 288.200

As proposed ~~this section~~ would require at the declaration of impasse by either party that potentially all issues go to a binding fact finding. [redacted]. This is a frightening circumstance, especially when coupled with the proposed expansion of negotiable issues and other proposals contained in AB 356. ~~The Chamber~~ We realizes that the terminating process, or impasse resolution, of collective bargaining proceedings is crucial and difficult to deal with in the public sector. We also recognize that the terminating procedure need be such that ~~the parties to the process~~ Both Parties feel compelled to bargain in good faith and achieve mutual resolution if at all possible before that terminating process. Requiring that at impasse all

issues go to binding factfinding would not do that. We believe that under the circumstances local government collective bargaining would evolve into a process of allowing outside fact finders [redacted] to impart their perception of what local government should be in Nevada.

3. With reference to proposed provisions dealing with accuracy of information provided a factfinder and the reasonableness of the priorities for expenditure established by the local government employee - [redacted]

Frankly, we find lines 24 through 27 on page 6 incredible. If you will permit me I wish to read them into the record as proposed: "In determining the financial ability of the local government employer, the factfinder shall consider the accuracy of the information provided as well as the reasonableness of the priorities for expenditure established by the local government employer." The implications of this paragraph are obvious, and we believe speaks to the content and flavor of all of AB 356. It is our judgement that should AB356 be adopted the right of the citizens of this state to direct the activities of their local governments would be emasculated.

[redacted]

In closing I wish to also note that we object to AB 356's provision which would eliminate the stated requirement for employee organizations to negotiate in good faith with the local government employers (lines 5 & 6 of page 5), and also to the provisions amending 288.250 which ~~deal with how an employee organization will be dealt with~~ DELETES SPECIFIC SANCTIONS AGAINST EMPLOYEE ORGANIZATIONS should they engage in an illegal strike.

Exhibit 17

CHURCHILL COUNTY SCHOOL DISTRICT
FALLON, NEVADA 89406

March 15, 1977

The Churchill County Board of School Trustees is opposed to the passage of AB 356.

This Bill strongly supported by the N.S.E.A. will further erode the ability of local school boards to control our schools.

The addition of the items to Section 288.150 particularly, with the inclusion of maintenance of standards, will make virtually every significant decision a school board could make a subject of mandatory bargaining.

The proposed changes to 288.200 will give employees the power to throw all decisions concerning their demands into the hands of a factfinder whose findings will be binding on the governmental entity.

Another change in 288.200 gives the factfinder the right to decide what is accurate and worst of all, to make determinations on whether the board's priorities are reasonable. We will, in effect, be taking control from the elected boards and handing it over to professional arbitrators, most of whom come from other states.

We believe the result of this weakening of our board's power will cause a loss of public support for education and undermine the democratic process of education in our society.

Henry Cornu

Henry Cornu, Chairman
Churchill County School Board of Trustees

Exhibit 18

1200 Manchester Circle
Fallon, Nevada 89406
March 15, 1977

Government Affairs Committee
Nevada State Legislature
Carson City, Nevada

Re: AB356

Gentlemen:

Please be advised that I vigorously oppose AB 356.

This bill is probably one of the most important pieces of legislation to come before the 1977 legislature.

You will see hundreds of teachers who will favor its passage. There are not hundreds of school board members in Nevada, but we do represent thousands of constituents. And it is our responsibility to reflect their concerns.

It is typical of small town- and small city- boards, which our state consists of, to be charachterized as democratic, rather than professional boards. Big city-boards tend to reflect primarily their administrators' positions, and are considered professional types. Therefore, to consider the stand of this state's school trustees, is to consider the stand of the majority of the populace.

I respectfully request this consideration on your part, in order that we board members lose no more local lay control, and that the democratic process is no further eroded.

Thank you for your attention.

Very truly yours,

Colleen Plummer

Colleen Plummer
Churchill County School Trustee

Exhibit "I"

NEVADA
CHAMBER OF COMMERCE *ASSOCIATION*
BOX 2806, RENO, NEVADA 89505

March 17,1977

TESTIMONY REGARDING AB 356

I am Ted Hermann, President of the Nevada Chamber of Commerce Association.

While we will take a position in opposition to AB 356, it is important for you and the general public to know that we support quality education at all levels for the youth of our cities and state, and would like to preclude the possibility that anyone does not think we are appreciative of the efforts of the vast majority of dedicated public employees, including school teachers. With that, we would like to call to your attention our concerns about this bill and others of a similar nature.

There has been a growing militancy among public employee groups, who, in our judgment, are being misled by union bosses. Out of a sense of self preservation, they must justify their existence by pushing for more and more benefits. We would call to your attention that in many areas of these United States, this effort has been counterproductive, leading to strikes, civil unrest, and deteriorating quality of education, and, of course, higher taxes.

With regard to unionism in the public sector generally, in a 1975 Opinion Research Corporation survey we are asked the question: "Should the United States consider passing a law which would allow agreements requiring employees to join or pay dues to a union in order to work for the Federal Government?" The answer

was a resounding 79% against, with 11% in favor and 10% with no opinion.

When the question was expanded to include state, county and municipal governments, 79% were still against, while 10 % were in favor, and 11% undecided. When the question was changed from the U.S. Congress to the state legislature passing such a law, the answer was 78% against, 10% in favor, and 12% with no opinion. This background is important in considering matters of labor management bargaining in the public sector.

We submit that AB356 provides less management control from the standpoint of the administrators and more control from the standpoint of the employees. With 57% of the general fund budgeted for 1976=1977 for $108,700,000 going to the education fund, we must be certain to preserve our system of checks and balances.

In order to further portray our concerns about Nevada's future, I would like to call to your attention that last year there was a Michigan tax limitation plan which was defeated by the voters of that state on November 2. The plan called for recognition that all efforts to control government spending have failed and that a viable answer lies in establishing the percentage of total earnings that government should be allowed to take in taxes.

The Michigan proposal would have set the percentage at 8.3%. The opponents were chiefly those with a personal stake in not limiting taxes because they derive their income from tax dollars.

According to the information we have, the Michigan education association is claiming credit for defeat of the tax limitation plan. However, in their November 8 bulletin, they generously gave credit to other organizations who helped, listing 44 groups, 31 of which are dependent upon tax dollars for their

existence. The executive director of their association, Herman Coleman, said there is no question it is seen as a threat by our union members everywhere in the state.

It is interesting to note that the educators in Michigan have a pending demand for a 2% increase in the state income tax plus the right of teachers to strike. This illustration is used simply to point up what has happened in other areas and to hope that Nevada and the Nevada legislature can resist these pressures and maintain a sound state. We believe that this can be done with our tax base. We believe that we can provide incentive and first-class education without putting the tax payer at the mercy of the public employee. We believe that the tax payer, rather than the public employee, should have control of his own destiny.

A concluding point should be made that government exists only on taxes provided by the primary tax generators in the private sector. The taxes thus generated go to government to provide for those services which cannot be provided in any other way. As taxes increase, they inhibit capital investment, thus limiting the number of private jobs and private production, which generates taxes.

We thank you for your attention and again respectfully urge your defeat of AB 356.

Exhibit 20

TESTIMONY ON ASSEMBLY BILL 356

Presented to the Members of the
Assembly Government Affairs Committee
by
The Greater Reno Chamber of Commerce
on behalf of its 1000 members

March 18, 1977

Once again the Nevada State Legislature is confronted with having to consider any array of proposals that would result in legislation establishing local government collective bargaining relationships and procedures. We recognize that this is a difficult area for you to address. We are also clearly aware and grateful that consideration of this entire matter (that is Local Government Management-Employee labor relations) remains a State Legislature prerogative inasmuch as the Federal Government has not enacted national legislation covering this area. We are optimistic that it will always be a State Legislature prerogative in view of the U.S. Supreme Court's recent finding that the Federal Government's application of the Fair Labor Standards Act to local government was unconstitutional. We believe you are fully aware that the Chamber supports local determination whenever possible.

We believe whatever eventually evolves in the form of a final legislation dealing with local government management-employee relations should meet the following criteria: 1) that there be permitted a fair balance of collective bargaining power between the parties; 2) that there be required a bargaining environment requiring good faith efforts; and 3) most importantly that the citizens and taxpayers of our state not be denied their obvious right to control their local governments, especially in the demanding accountability and performance and in establishing priorities to be addressed.

It is our judgment that AB 356 violates all three criteria. Although there are a number of subject areas in AB 356 which could be addressed, the three areas we find least acceptable, and which we believe most violate the criteria, are discussed below.

1. Expansion of the mandatory subjects of bargaining 288.150.

We believe that the current mandatory subjects of bargaining are adequate and oppose the expansion of 288.150 as proposed in AB 356. Although it is clear that the proposed additions deal with the relationships of teachers to their school district management, and may at first glance seem innocuous, it is clear that they represent an erosion of the ability of elected school boards of trustees to represent the wishes of their constituents. We believe that the expansion of negotiable issues clearly affects all local governments in the same manner. For example, it would be inconceivable to us that county commissioners and city councils be required to negotiate building and ground design with their local government employee associations as would be required by line 39 on page 3.

2. Dealing with the issues which must go to binding factfinding 288.200.

As proposed this section would require at the declaration of impasse by either party that potentially all issues go to a binding fact finding setting. This is a frightening concept, especially when coupled with the proposed expansion of negotiable issues and other proposals contained in AB 356. The Chamber realizes that the terminating process, or impasse resolution, of collective bargaining proceedings is crucial and difficult to deal with in the public sector. We also recognize that the terminating

procedure need be such that the parties to the process feel compelled to bargain in good faith and achieve mutual resolution if at all possible before that terminating process. Requiring that at impasse all issues go to binding fact-finding would not do that. We believe that,under the circumstances, local government collective bargaining would evolve into a process of allowing fact finders from out of state to impart their perception of what local government should be in Nevada. This is completely unacceptable.

3. With reference to proposed provisions dealing with accuracy of information provided a factfinder and the reasonableness of the priorities for expenditure established by the local government employee - Proposed 288.200.

Lines 24 through 27 on page 6 are incredible and are quoted:

> "In determining the financial ability of the local government employer, the factfinder shall consider the accuracy of the information provided as well as the reasonableness of the priorities for expenditure established by the local government employer."

The implications of this paragraph are obvious, and we believe speaks to the content and flavor of all of AB 356. It is our judgment that should this be adopted the right of the citizens of this state to direct the activities of their local governments would be emasculated. This completely overlooks productivity, responsibility, making ability to pay the prime criteria. It is no wonder taxes are escalating when concepts of this type prevail.

In closing, please note that we object to AB 356's provision which would eliminate the stated requirement for employee organizations to negotiate

in good faith with the local government employers (lines 5 & 6 of page 5), and also to the provisions amending 288.250 which deal with how an employee organization will be dealt with should they engage in an illegal strike.

Exhibit 21

NEVADA ASSOCIATION OF EMPLOYERS
D/B/A
RENO EMPLOYERS COUNCIL
821 RYLAND STREET

CLINTON G. KNOLL, GENERAL MANAGER
ARTHUR D. PETERSON, REPRESENTATIVE
ERNEST A. CUNO, REPRESENTATIVE

TELEPHONE (702) 329-4241
MAIL P. O. BOX 7515
RENO, NEVADA 89502

March 16, 1977

Assemblyman Patrick M. Murphy
Chairman
Committee on Government Affairs
Room 214
Legislative Building
401 S. Carson Street
Carson City, Nevada 89710

Re: A.B. 356

Dear Assemblyman Murphy:

Having attended the initial hearing on the above referred to bill on Tuesday, March 15 I welcome your invitation to submit our position to you and members of your Committee in writing.

In private industry, compulsory arbitration has long been accepted by labor and management as a workable means of settling disputes that arise out of and during the term of a labor contract. Arbitration is therefore limited to grievances over the interpretation and application of the specific provisions of the written labor agreement.

On the other hand, arbitration has never gained acceptance as a decision-maker prior to the making of an agreement when the parties are deadlocked at the bargaining table.

A.B. 356 to amend the Local Government Employee-Management Relations Act, would require compulsory and binding arbitration of all unresolved disputes at the bargaining table. It is supported only by a few unions in the union movement because the present law does not give public employees the right to strike to enforce their demands. On the surface, this may appear to some to be a reasonable alternative, however, there are sound and compelling reasons why it, like the right to strike, must continue to be denied to those in public employment.

The following is a brief outline of some of those reasons:

1. Public and private employers have a similar responsibility to provide decent wages and fringe benefits to their employees, but they differ in how they must each meet that responsibility. A private employer can invest capital or withdraw it. If faced with excessive operating costs the private employer can elect to stay in business and pass the cost along to the ultimate consumer, relocate, or go out of business. At any rate, management is responsible to the dictates of its own judgement or that of the stockholders.

In comparison, the public employer invests no capital of its own, cannot raise the price of its services (taxes) to offset negotiated wage increases, nor can the public employer go out of business. The money it receives to operate comes from the taxpayer through legislative appropriation and allocation.

The Employee-Management Relations Act was enacted by a prior legislature. Since then the public employer has been placed in the position of having to negotiate wage adjustments in advance of any assurance that the necessary funds would be forthcoming. Unable to raise the price of its services or go out of business, the public employer must look to the legislature for the necessary revenue to underwrite financial commitments made at the bargaining table. Bargaining then becomes a threat to legislative control.

Growing skepticism that the legislature may have already relinquished effective control over salaries of public employees will be confirmed if binding arbitration becomes a reality. The responsibility for decision-making, and hence considerable control over the use of public funds, would pass from elected officials to professionals-for-hire.

Establishing a limit on higher salaries within the ceiling of existing revenues, which has been suggested as a possible safeguard to special interest abuse, will only define the highest goal to be achieved. Political pressure to raise the ceiling of revenue for salaries will increase when the ability to pay becomes the only yardstick in bargaining and economy in government would be threatened by "outsiders" who would be free to act without the usual restraints imposed on an elected body by public opinion.

2. Another objection to compulsory and binding arbitration is the adverse affect it would have on the bargaining process itself. We have learned our lessons from fact-finding under the present law which has functioned primarily as advisory arbitration. We have observed that where fact-finding is required and automatic there is little or no bargaining preceding it. Positions are polarized on most issues at the outset. Both sides, anticipating that fact-finding will result in a compromise solution, are naturally reluctant to make any major concessions. The employer is dissuaded from making a final offer and the union holds out for its original or near original demands. In other words, the resulting impasse is contrived and staged.

The imposition of binding arbitration would only tend to decrease rather than increase bargaining activity. And, bargaining is really what the law is supposed to protect and promote.

3. Still another compelling reason for refusing binding arbitration goes beyond purely economic considerations. It is one thing to agree in principle to arbitration, it is quite another to agree to arbitrate matters of principle. For example: The most important principle employers fight to preserve in a labor contract is the right to manage. A labor contract is, of course, to varying degrees an infringement upon this right, but there are certain prerogatives that employers will not surrender willingly to co-determination with their employees, unions, governmental bodies or arbitrators.

Fortunately, the Employee-Management Relations Act spells out the rights which are reserved to the local government employer "without negotiation or reference to any agreement resulting from negotiations." Pressure is mounting, however, to erode or take away, altogether, these rights guaranteed by law. It's happening across the bargaining table under the guise that in some way or another, these management rights remotely affect "wages, hours and working conditions" over which the public employer has a statutory duty to bargain.

Where efforts have failed at the bargaining table, fact-finding panels are being asked to make advisory determinations on the negotiability of issues involving such things as the employer's right to maintain the efficiency of its operations or to determine the methods, means and personnel by which its operations are to be conducted. These are clearly excluded by law from the bargaining table and are opposed in principle by the public employer.

In a former bargaining dispute between the Washoe County Teachers Association and the School District, no less than 25 issues regarding non-bargaining subjects under the law were introduced for fact-finding determination. Even though I, as one of the fact-finders, questioned the authority of this panel to make a decision as to whether a subject is bargainable or not, the panel's recommendations were still subject to the approval of the School Trustees, an elected body. Under compulsory, binding arbitration, I fear it would be another matter.

In conclusion, we do not believe it would be in the best interest of the State to have the salaries of our firemen, teachers and other public employees fixed by non-resident third parties who are not responsible to the taxpayer. We reject the "ability to pay" theory of determining salaries as being incompatible with economy in government. And finally, although we support the principle of arbitration as a terminal point of settling grievances arising out of the labor contract, we are opposed to the arbitration of principle in the bargaining process where no contract exists.

Finally, the change proposed on page 4, line 38 would impose an unjustifiable hardship on elected or appointed public employers. There is a fallacy in recognizing membership cards or lists as verification of representation because experience and common sense dictate that there are some "persuasive" methods which unions employ to obtain those signatures which do not always measure up to the principle of fair play. In any event the history of labor relations has proven that there is no substitute for a secret ballot election to truly determine the wishes of employees. The federal law recognizes this principle. In conclusion, we are strongly opposed to any and all proposed changes as set forth in this bill.

Sincerely and respectfully submitted,

CLINTON G. KNOLL
General Manager

CGK:mjr

cc All members of Committee on Government Affairs

Exhibit 2

Washoe County Teachers Association

4600 Kietzke, Bldg. I, Suite 205 • Reno, Nevada 89502

Telephone (702) 825-5522

RITA HAMBLETON, President

E. REA SEELEY, Executive Director

March 18, 1977

Additional Testimony for The Nevada Assembly Governmental Relations Committee
Re: AB 356
From: Rita Hambleton, Washoe County Teachers Association President

In Bob Cox's oral testimony concerning AB 356, he referred to a past Washoe County School District-Washoe County Teachers Association negotiations practice. Specifically, he referred to the examination of the District's budget information by an outside, independent CPA in the spring of 1974.

There are several reasons why the WCTA has declined to use this practice in subsequent years. First, the District still refused to supply budget work sheets to the WCTA or to the CPA. Therefore, only the District's already established priorities were available to the CPA. In essence the CPA's examination consisted of checking the mathematical accuracy of the District's budget rather than examining the validity of the amounts of money necessary to provide educational services to Washoe County. Second, this additional step in the negotiations process simply slowed down the resolution of an impasse situation. WCTA feels that the practice of having an outside CPA examine the District's budget was a waste of time and money, since the CPA received only a previously prepared District budget without the necessary work sheets or preparatory papers for a thorough examination of the financial ability of the District to provide a higher salary schedule. Third, the cost of this examination was shared by the District and the Association. This cost in addition to those costs already incurred in the bargaining process was a financial burden for the WCTA.

Another statement which Mr. Cox made appeared to be incomplete. He indicated that in 1976 the District offered an additional .75% salary increase to teachers above the arbitrator's 2.9% advisory opinion. He failed to mention that the District's enrollment was higher than the District had projected at the time of the arbitration hearing; therefore, additional revenues were available to the District. Mr. Cox also included earned incremental raises in his original statement of the District's offer. The actual amount of salary raise recommended by the arbitrator was 2.9%. The actual raise after the District's post-arbitration offer was 3.5%.

The experiences with the CPA and the Washoe County School District simply increase WCTA's need for legislation which would provide for employees to receive full and complete budget information for meaningful negotiations.

The WCTA continues to urge you to support AB 356.

Exhibit 23

LYON COUNTY EDUCATION ASSOCIATION

625 So. Center
Yerington, Nevada 89447
March 16, 1977
Ph: 463-2003

Patrick M. Murphy, Chairman
Nevada State Assembly
Governmental Affairs Committee
Carson City, Nevada 89701

Dear Chairman Murphy:

I attended the March 15, 1977 hearing on AB-356. I found a mood existing with School Administrators that is the very reason for a need of change.

The Board Member from Eureka said, "we love our teachers." I think you should talk to the teachers of Eureka County. The President of the Eureka County Edcuation Association is Mr. Roy Casey, Box 199, Eureka, Nv 89316. His phone numbers are-Home:237-5569, and School:237-5213.

Chruchill's Jack Norris stated that ending balances are a problem there. These problems also occur in Lyon County. For the 1974-75 budget year a zero ending balance was budgeted, and $138,550 opening balance occured on the 1975-76 opening balance. Our arbitrator was unable to use this for teacher salaries, and this amount would've financed about a $700 increase on the base. The 1975-76 again a zero ending balance was budgeted and the 1976-77 opening balance shows as $95,342. Once again, this year,the budget showed a zero ending balance and as a result, Lyon County Education Association had to do without any change in its salary schedule for the second year in a row, but the tenative 1977-78 budget shows a $145,323 opening balance leftover from 1976-77.

This ending and opening game keeps an arbitrator under NRS-288 from having any money to work with and keeps us from having any money to negotiate with. It also proves that Lyon County could have put $700 on our base last year, but chose not to.

I am enclosing photo copies of Lyon County's 1977-78 tenative budget, CPI and a NSEA study showing how teachers have faired vs. the CPI, compared to how administrators have faired compared to the CPI.

I do not feel that NRS-288 can do the job without binding arbitration and binding where the arbitrator can take money from one use and put it to salaries.

LYON COUNTY EDUCATION ASSOCIATION

Why is there a problem? I feel the schools are under funded, and our District by some $500,000. To solve this, make two catagories of negotiable items. Salary, etc. binding and student discipline etc. mandatory for negotiation, but not ending in automatic binding arbitration. A State Department of Education financed state-wide salary schedule would solve many problems and our Board supports the concept.

Short of this AB-356 is our only way of obtaining equal treatment under the law. It may not be perfect, but it has some solutions.

An objection voiced is the effect it has on cities, counties, sewer plants etc. This can be solved by taking the School Districts out of NRS-288 and give us a law that takes the schools students and teachers and their needs to task. AB-356 does not provide more money nor does it address the cost of living. I feel teachers should have their salary set and financed as other employees of the state with the local district retaining firing and hiring policies.

Respectfully submitted,

LuVerne Barton

LuVerne Barton, President
LCEA

TABLE 1:

AVERAGE SALARY NEVADA TEACHERS,
1968 SCHOOL YEAR THROUGH 1975 SCHOOL YEAR

School Year	Average Salary
1968	$ 8,321
1969	9,241
1970	9,551
1971	10,439
1972	10,882
1973	11,549
1974	12,194
1975	12,716

Change - 1968-1975 = $4,395

TABLE 2:

AVERAGE SALARY OF NEVADA SCHOOL
SUPERINTENDENTS: 1968-1975

School Year	Average Salary (1)
1968	$16,710
1969	18,403
1970	19,856
1971	21,596
1972	22,727
1973	24,213
1974	26,113
1975	28,559

Change - 1968-1975 = $11,849

See table 6-10 Please.

Source: Biennial Report of Selected Data: Supplement Number One, Superintendent of Public Instruction, Selected Volumes, State of Nevada, Department of Public Education. Hereafter referred to as BRSD.

TABLE 3:

COMPARISON OF AVERAGE SALARY INCREASES
OF NEVADA TEACHERS WITH AVERAGE SALARY INCREASES OF NEVADA
SCHOOL SUPERINTENDENTS: 1969-1975

	Teacher's Increase in Average Salary over Previous Year	School Superintendents: Increase in Average Salary over Previous Year	Superintendent Raises as a Percentage of Teacher raises	Teacher Raises as Percentage of Sup't Raises
1969	$ 920	$ 1,693	184%	54%
1970	310	1,453	469%	21%
1971	888	1,740	196%	51%
1972	443	1,131	255%	39%
1973	667	1,486	223%	45%
1974	645	1,900	295%	34%
1975	522	2,446	469%	21%
Total Increase 1969-75	$4,395	Total Increase 1969-75 $11,849	Average 1969-75 270%	Average 1969-75 37%

TABLE 4:

AVERAGE SALARIES OF NEVADA PRINCIPALS AND
ASSISTANT PRINCIPALS: 1968-1975

1968	$13,773
1969	15,196
1970	15,944
1971	17,434
1972	18,062
1973	19,191
1974	20,548
1975	22,081
Total Increase 1968-75	$ 8,308

Source: BRSD

NSEA Research
January 1977

TABLE 5:

COMPARISON OF AVERAGE SALARY INCREASES OF NEVADA TEACHERS WITH AVERAGE SALARY INCREASES OF NEVADA PRINCIPALS AND ASSISTANT PRINCIPALS 1969-1975

	Teachers Increase in Average Salary Previous Years	Principals and Assistant Principals: Increase in Average Salary over Previous Year	Principal's Raises as a Percentage of Teachers Raises	Teachers Raises as a Percentage of Principals Raises
1969	$ 920	$1,423	155%	65%
1970	310	748	241%	41%
1971	888	1,490	168%	60%
1972	443	628	142%	71%
1973	667	1,129	169%	59%
1974	645	1,357	210%	48%
1975	522	1,533	294%	34%
Total Increase 1969-75	$4,395	Total Increase 1969-75 $8,308	Average 1969-75 189%	Average 1969-75 53%

TABLE 6:

AVERAGE SALARY NEVADA TEACHERS IN RELATION TO MODERATE LIVING STANDARD ESTIMATES FOR A FAMILY OF FOUR: 1968-1975

	Amount Needed for a Moderate Standard of Living	Average Salary Nevada Teachers	Deficit	Average Salary of Nevada Teachers as a Percentage of Moderate Budget
1968	$ 9,765 (1)	$ 8,321	-$1,444	85%
1969	10,273	9,241	1,032	90%
1970	10,933	9,551	1,382	87%
1971	11,190	10,439	751	93%
1972	11,731	10,882	849	93%
1973	12,909	11,549	1,360	89%
1974	14,646	12,194	2,452	83%
1975	15,638	12,716	2,922	81%
1976	16,552	-	-	-

Sources: Salary Data: BRSD.
Moderate Living Standard data derived from selected issues of Monthly Labor Review (hereafter cited as MLR), Bureau of Labor Statistics, U.S. Department of Labor. Data is national average for metropolitan areas. This base was selected because 80% of Nevada's 5,836 teachers (1975 data) work in Nevadas two standard metropolitan statistical areas and because more than 80% of Nevadas population reside in these two areas.

(1) 1968 figure is NSEA estimate based upon Department of Labor data.

NSEA Research
January 1977

TABLE 7:

AVERAGE SALARY NEVADA SCHOOL SUPERINTENDENTS IN RELATION TO MODERATE LIVING STANDARD ESTIMATES FOR A FAMILY OF FOUR: 1968-1975

	Amount Needed for Moderate Standard of Living	Average Salary Nevada Superintendents	Surplus	Average Salary of Nevada Superintendents as a Percentage of Moderate Budget
1968	$ 9,765	$16,710	$ 7,091	173%
1969	10,273	18,403	8,130	179%
1970	10,933	19,856	8,923	182%
1971	11,190	21,596	10,406	193%
1972	11,731	22,727	10,996	194%
1973	12,909	24,213	11,304	188%
1974	14,646	26,113	11,467	178%
1975	15,638	28,559	12,921	183%

TABLE 8:

AVERAGE SALARY OF NEVADA SCHOOL SUPERINTENDENT IN RELATION OT HIGHER LIVING STANDARD ESTIMATES FOR A FAMILY OF FOUR: 1968-1975

	Amount Needed for Higher Living Standard	Average Salary Nevada Superintendents	Surplus	Superintendents Salaries as a Percentage of Higher Income Budget
1968	$13,797	$16,710	$2,913	121%
1969	14,589	18,403	3,814	126%
1970	15,511	19,856	4,345	128%
1971	15,905	21,596	5,691	136%
1972	16,558	22,727	6,169	137%
1973	18,201	24,213	6,012	133%
1974	20,777	26,213	5,436	126%
1975	22,294	28,559	6,265	128%

Sources: Salary Data: BRSD
Family Budget estimates from MLR.

COMPARISON

BASE SALARY SCHEDULE INCREASES

1976-77 OVER 1975-76

NEVADA SCHOOL DISTRICTS

		BASE SALARY			
		1975-76	1976-77	$ INCREASE	% INCREASE
1.	Lincoln	$8695*	$9400**	$705	8.1
2.	Nye	8695*	9400**	705	8.1
3.	Pershing	8602*	9300**	698	8.1
4.	Elko	8140*	8800**	660	8.1
5.	Storey	8140*	8800**	660	8.1
6.	Clark	7955*	8600**	645	8.1
7.	Churchill	8199*	8699**	500	6.1
8.	Eureka	8500	9000	500	5.9
9.	Carson City	9402	9684	282	3.0
10.	Washoe	8048*	8325**	277	3.4
11.	Mineral	8700	8950	250	2.9
12.	Humboldt	9200	9400	200	2.2
13.	Lander	9500	9700	200	2.1
14.	White Pine	9120	9220	100	1.1
15.	Douglas	10103	10103	-0-	-0-
16.	Lyon	8800	8800	-0-	-0-

* These figures have been adjusted to reflect the full Employer paid retirement for the 1976-77 school year.

** Full Employer paid retirement benefits in addition to the amount reflected on the salary schedule.

TABLE 9:

AVERAGE SALARY NEVADA SCHOOL PRINCIPALS AND ASSISTANT PRINCIPALS MODERATE LIVING STANDARD ESTIMATES FOR A FAMILY OF FOUR: 1968-1975

	Amount Needed for Moderate Standard of Living	Average Salary of Nevada Principals	Surplus	Average Salary Nevada Principals as a Percentage of Moderate Income Budget
1968	$ 9,765	$13,773	$ 4,098	142%
1969	10,273	15,196	4,923	148%
1970	10,933	15,944	5,021	146%
1971	11,190	17,434	6,244	156%
1972	11,731	18,062	6,331	154%
1973	12,909	19,191	6,282	149%
1974	14,646	20,548	5,902	140%
1975	15,638	22,081	6,443	141%

TABLE 10:

AVERAGE SALARY OF NEVADA SCHOOL PRINCIPALS AND ASSISTANT PRINCIPALS IN RELATION TO HIGHER LIVING STANDARD ESTIMATES FOR A FAMILY OF FOUR: 1968-75

	Amount Needed for Higher Living Standard	Average Salary of Nevada Principals	Surplus (+) or Deficit (-)	Average Salary as a Percentage of Higher Income Budget
1968	$13,797	$13,773	$- 24	100%
1969	14,589	15,196	+ 607	104%
1970	15,511	15,944	+ 433	103%
1971	15,905	17,434	+1,529	110%
1972	16,558	18,062	+1,504	109%
1973	18,201	19,191	+ 990	105%
1974	20,777	20,548	- 229	99%
1975	22,294	22,081	- 213	99%

Sources: Salary Data : BRSD.
Family Budget estimates: MLR.

NSEA Research
January 1977

TABLE [illegible]

CONSUMER PRICE INDEX

ALL ITEMS

1951 TO 1976 (1967 = 100.0)

	December	Average for year	Percent change from previous year	Percent change December to December
	1	2	3	4
1951	79.3	77.8	...	
1952	80.0	79.5	2.2	.88
1953	80.5	80.1	0.8	.63
1954	80.1	80.5	0.5	-.50
1955	80.4	80.2	-0.4	.37
1956	82.7	81.4	1.5	2.86
1957	85.2	84.3	3.6	3.0
1958	86.7	86.6	2.7	1.8
1959	88.0	87.3	0.8	1.5
1960	89.3	88.7	1.6	1.5
1961	89.9	89.6	1.0	.7
1962	91.0	90.6	1.1	1.2
1963	92.5	91.7	1.2	1.6
1964	93.6	92.9	1.3	1.2
1965	95.4	94.5	1.7	1.9
1966	98.6	97.2	2.9	3.4
1967	101.6	100.0	2.9	3.0
1968	106.4	104.2	4.2	4.7
1969	112.9	109.8	5.4	6.1
1970	119.1	116.3	5.9	5.5
1971	123.1	121.3	4.3	3.4
1972	127.3	125.3	3.3	3.4
1973	138.5	133.1	6.2	8.8
1974	155.4	147.7	11.0	12.2
1975	166.3	161.2	9.1	7.0
1976	174.3			4.8
Jan 1977	175.3			

[illegible] Research
March 1977

SCHEDULE A

BUDGET SUMMARY FOR Lyon (County/~~City~~) SCHOOL DISTRICT

SUMMARY OF AD VALOREM TAX BASE

Real Property Roll	$ 70,110,985
Unsecured Property Roll	$ 3,128,616
Net Proceeds of Mines	$ 5,000
Total	$ 73,244,499

TOTAL WEIGHTED ENROLLMENT

Actual Prior Year	24359
Current Year	23646
Budget Year	2364

TENTATIVE BUDGET FOR FISCAL YEAR 1977-78

ESTIMATED RESOURCES

FUND (1)	* (2)	OPENING FUND BALANCE (3)	NONPROPERTY TAX REVENUES (4)	PROPERTY TAX REQUIRED (5)	TAX RATE (6)	TOTAL FUND RESOURCES (7)
General Sources						
State	10		1,518,755			1,518,755
County	20		451,447	1,098,667		1,550,114
District	30		1,400			1,400
Federal	45		82,600			82,600
Equipment Sales	70		-0-			-0-
Transfers-Counties	80		2,000			2,000
Transfers-States	90		-0-			-0-
Opening Balance		145,323				145,323
General Subtotal		145,323	2,056,202	1,098,667	1.500	3,300,192
Debt Service		377,369	42,116	328,668	.449	748,153
SUBTOTAL APPROPRIATION FUNDS		522,692	2,098,318	1,427,335	1.949	4,048,345
Other Funds: (List)						
Insurance Fund	M	Not Exceed as specified on Schedule D-1				
Equip. & Sites	M	4,555				4,555
Federal School Lunch	M	3,199	73,050			76,249
Special Emergency	M	7,500				7,500
ESEA Title I	M	2,250	72,893			74,143
ESEA Title II	M	-0-	-0-			-0-
ESEA Title III	M	-0-	-0-			-0-
ESEA Title VII	M	-0-	-0-			-0-
Special NDEA III	M	-0-	-0-			-0-
Pub. 12-818	M	-0-	19,245			19,245
Vocational Educ.	M	5,200	50,200			55,000
Adult Basic Educ.	M	-0-	5,066			5,066
SUBTOTAL OTHER FUNDS		23,504	214,054			240,553
GRAND TOTALS		549,196	2,312,372	1,427,335	1.949	4,288,903

* Show method of accounting:

M - Modified Accrual
A - Accrual

See Page 2 and 6

LGB 30

LGB 31

PLANNED FUND REQUIREMENTS

FUNCTION OR ACCOUNT (1)	SALARIES AND WAGES (2)	SERVICES AND SUPPLIES (3)	OTHER (4)	SURPLUS RESERVES OR ENDING BALANCE (5)	TOTAL FUND REQUIREMENTS (6)
Administrative	85,967		23,350		109,317
Instruction	1,953,576	89,479	11,105		2,054,160
Aux. Services	54,030	750	19,900		74,730
Pupil Transp.	115,821	40,500	65,260		221,581
Plant Oper.	167,473		189,961		357,284
Plant Maint.	25,948	9,668	42,138		77,754
Fixed Charges	209,361	146,575	500		356,436
Transfers			45,050		45,050
Capital Outlay		11,280			11,280
Contingency				12,316	12,316
Reduction to Conversion Factor			1		1
Ending Balance					-0-
General Subtotal	2,583,376	306,035	397,465	12,316	3,299,192
Debt Service			373,018	375,135	748,153
SUBTOTAL APPROPRIATION FUNDS	2,583,376	306,035	770,483	387,451	4,047,345
Other Funds: (List)					
Insurance Fund	Not entered	as specified on Schedule D-1			
Building & Sites				4,555	4,555
Edwards School Funds			73,050	3,191	76,241
Spec. Insurance				7,500	7,500
E.S.E.A. Title I	73,212	4,731	1,000		78,943
E.S.E.A. Title II	0	0	0	0	-0-
E.S.E.A. Title III	0	0	0	0	-0-
E.S.E.A. Title VII	0	0	0	0	-0-
P.L. 864 NDEA III	0	0	0	0	-0-
P.L. 92-318	12,310	535	200		13,045
Vocational Educ	31,142	18,358	2,500	3,200	55,200
Adult Basic Educ	3,812	500	754		5,066
SUBTOTAL OTHER FUNDS	120,476	24,324	77,504	18,254	240,558
GRAND TOTALS	2,704,352	330,359	847,987	406,205	4,288,103

See page 2

SCHEDULE A - 1

TENTATIVE BUDGET FOR FISCAL YEAR 1977-78

BUDGET SUMMARY FOR LYON (County/~~Gidley~~) SCHOOL DISTRICT

AVAILABLE RESOURCES

FUND SOURCE	(1) ACTUAL PRIOR YEAR	(2) ESTIMATED CURRENT YEAR	(3) NEXT BUDGET YEAR TENTATIVE APPROVED	(4) NEXT BUDGET YEAR FINAL APPROVED
10. STATE				
11. St. Distributive Fund	1,671,281	1,665,542	1,495,755	
14. Vocational Education				
15. Driver Education	2,555	3,000	3,000	
**19. Drivers Program			20000	
Subtotal:	1,673,836	1,668,542	1,518,755	
20. COUNTY				
21. Ad Valorem Taxes	970,897	1,036,774	1,098,667	
22. % Franchise	20,531	25,000	29,000	
23. M.V. Privilege Tax	67,492	71,210	80,349	
24. Local School Support Tax	270,738	304,105	340,598	
**29. Miscellaneous Revenue	1,440	1,500	1,500	
Subtotal	1,331,098	1,428,589	1,550,114	
30. SCHOOL DISTRICT				
31. Rent	15			
32. Donations				
33. Adult Educa. Tuition	90			
35. Summer School Tuition				
37. Athletic Proceeds				
39. Sales	2,329	1,400	1,400	
**40.				
Subtotal:	2,434	1,400	1,400	
45. FEDERAL				
46. Public Law 874	76,503	80,000	80,000	
*47. Public Law 864				
*48. National School Lunch/Milk				
49. National Forest	2,548	2,600	2,600	
50. National Wildlife				
*52. Indian Education				
**61.				
**62.				
**63.				
**64.				
Subtotal:	79,049	82,600	82,600	
70. SALES OF SCHOOL PROPERTY				
71. Sale of Real Property				
72. Sale of Equipment				
Subtotal:	-0-	-0-	-0-	
80. TRANSFERS - OTHER COUNTIES				
81. Tuition	3,510	2,500	2,000	
82. Transportation				
83. Other				
Subtotal:	3510	2,500	2,000	
90. TRANSFERS - OTHER STATES				
91. Tuition				
92. Transportation				
93. Other				
Subtotal:	-0-	-0-	-0-	
95. TRANSFERS FROM ANOTHER FUND				
TOTAL	3,089,927	3,193,631	3,154,869	
OPENING BALANCE	138,550	95,342	145,323	
GRAND TOTAL	3,228,479	3,288,973	3,300,192	

* DO NOT USE IF SEPARATE FUND
** OTHER IDENTIFY

SCHEDULE B

Tentative BUDGET FOR FISCAL YEAR 1977-78

Lyon County SCHOOL DISTRICT FUND SUMMARY
(Name of Local Government)

ENROLLMENT INFORMATION AND BASIC SUPPORT

	Prior Year Actual	Current Year Est.	Budget Year Est.
Kindergarten	153	152	151
Kindergarten, Wgtd.	91.8	91	90
Elementary	1,095	1,081	1,037
Secondary	1,097	1,094	1,107
Ungraded and Special	152	170	130
Total Wgtd. Enrollment	2,435.8	2,436	2364

Total Wgtd. Enrollment 2,435.8 | 2,436 | 2364 X $ 928 * = $ 2,199,069 ** (A)

* Insert the dollars per pupil for your county.
** Total basic support for enrollees.

SPECIAL PROGRAMS FOR HANDICAPPED MINORS

Estimated number of program units Ten (10) X $16,000 = $ 160,000 *** (B)

*** Total support for special education programs; cannot exceed legislative appropriation.

Total Guaranteed Support (A & B) (1) $ 2,349,064

LOCAL FUNDS AVAILABLE

District's Assessed Valuation $ 73,244,490

a) Proceeds of 70¢ Ad Valorem Tax $ 512,711

b) Proceeds of 1¢ School Support Tax $ 340,598

Total Local Funds Available (a & b) (2) $(853,309)

Amount of State Apportionment (1 - 2) $ 1,495,755

---

1. GRAND TOTAL APPROPRIATIONS FOR THE YEAR (Transfer from Schedule B-2, Page 6) $ 3,300,792

2. AVAILABLE FINANCING, EXCLUDING AD VALOREM TAXES (Schedule B, Page 2) $(2,201,525)

3. EXCESS OF APPROPRIATION OVER LINE 2 (Amount to be financed by tax levy) $ 1,098,667

4. TAX LEVY
   a. Mandatory 70¢ $ 512,711
   b. Optional 80¢ $ 585,956

5. TOTAL AD VALOREM TAX RECEIPTS (4a. and 4b.) (Transfer to Account 21 (County Ad Valorem) Schedule B) $ 1,098,667

6. TOTAL REQUIRED FINANCING (Line 2 + Line 5) MUST AGREE WITH TOTALS ON SCHEDULE B, PAGE 2 AND WITH GRAND TOTAL, SCHEDULE B-2, PAGE 6. $ 3,300,792

SCHEDULE B - 1

Tentative BUDGET FOR FISCAL YEAR 1977-78

Lyon County OF SCHOOL DISTRICT COMPUTATION

YEARLY BASIC SUPPORT AND STATE APPORTIONMENTS

		(1) ACTUAL PRIOR YEAR	(2) ESTIMATED CURRENT YEAR	(3) NEXT BUDGET YEAR TENTATIVE APPROVED	(4) FINAL APPROVED
100	ADMINISTRATION				
110	Certified Salaries	54 000	54000	54 000	
120	Noncertified Salaries	38,784	35,934	31,967	
190	Other Expenses	18,588	23,790	23,350	
TOTAL ADMINISTRATION		111,372	113,724	109,317	
200	INSTRUCTION				
210	Certified Salaries:				
211	Principals	189,227	174,120	199,264	
212	Supervisors				
213	Elementary Teachers	624,763	596,137	617,404	
214	Secondary Teachers	755,081	745,247	766,280	
215	Special Education	114,035	117,378	123,989	
216	Libraries	52,710	53,626	53,557	
217	Guidance	60,374	54,778	60,741	
219	Other Certified				
	Subtotal-210	1,796,190	1,744,286	1,821,230	
220	Noncertified Salaries	104,441	95,679	112,346	
230	Textbooks	25,772	35,500	34,188	
240	Library Services:				
241	Library Books	8,116	8,100	8,191	
249	Other Library Expenses	3,794	3,700	3,305	
	Subtotal-290	11,910	11,800	11,496	
290	Other Instruction Expenses:				
291	Instructional Supplies	49,390	47,925	47,100	
292	Instructional Expenses	7,832	3,750	8,500	
	Subtotal-290	57,222	51,675	55,420	
TOTAL INSTRUCTION		2,000,335	1,965,940	2,034,680	
300	AUXILIARY SERVICES				
310	Attendance Services:				
311	Certified Salaries				
312	Noncertified Salaries	2,700	2,880	2,880	
319	Other Expenses				
	Subtotal-310	2,700	2,880	2,880	
320	Health Service:				
321	Certified Salaries	38,823	41,852	36,532	
322	Noncertified Salaries				
329	Other Expenses	996	750	1,295	
	Subtotal-320	39,819	42,802	37,827	
330	Food Service:				
331	Certified Salaries				
332	Noncertified Salaries				
333	Food				
335	Replacement of Equipment			150	
339	Other Expenses				
	Subtotal-330	0	0	150	
340	Student Body Activities:				
341	Certified Salaries	13,868	0	0	
342	Noncertified Salaries				
343	Transportation Rentals				
349	Other Expenses	19,364	17,865	18,205	
	Subtotal-340	32,232	17,865	18,205	18,205
350	Summer School:				
351	Certified Salaries	0	2,000	2,220	
352	Noncertified Salaries				
359	Other Expenses			200	
	Subtotal-350	0	2,000	2,220	

SCHEDULE B - 2

Lyon County SCHOOL DISTRICT FUND
APPROPRIATION BY GOVERNMENTAL FUNCTION

BUDGET FOR FI
YEAR 1977-78

Page 4 of ___

		(1) ACTUAL PRIOR YEAR	(2) ESTIMATED CURRENT YEAR	(3) NEXT BUDGET YEAR TENTATIVE APPROVED	(4) FINAL APPROVED
300	AUXILIARY SERVICES - Cont'd				
360	Evening & Adult School:				
	361.1 Certified Salaries-Instr.	9,285	11,264	11,968	
	361.2 Certified Sal.-Noninstr.				
	362.1 Noncertified Sal.-Instr.				
	362.2 Noncert. Sal.-Noninstr.				
	363 Instructional Supplies	22	500	600	
	369 Other Expenses				
	Subtotal-360	9,307	11,764	12,568	
370	Recreation & Comm. Services:				
	371 Certified Salaries				
	372 Noncertified Salaries				
	379 Other Expenses				
	Subtotal-370	- 0 -	- 0 -	- 0 -	
	TOTAL AUXILIARY SERVICES	84,057	77,311	74,730	
400	PUPIL TRANSPORTATION				
410	Certified Salaries	26,580	26,500	26,000	
420	Noncertified Salaries	80,218	81,000	94,821	13,821
430	Replacements:				
	431 Transportation Vehicles	23,510	28,925	31,000	
	432 Shop Equipment	1,124	750		
	Subtotal-430	24,634	29,675	31,000	
490	Other Expenses of Pupil Tran:				
	491 Contractors & Comm. Carrier				
	492 Rental of Equip.& Facilities				
	493 Lieu of Transportation	1,092	1,200	1,500	
	494 Insurance	12,288	15,056	16,000	
	499 Other Expenses	67,041	65,950	65,260	
	Subtotal-490	80,421	82,206	82,760	
	TOTAL PUPIL TRANSPORTATION	211,853	219,381	229,581	
500	OPERATION OF PLANT				
520	Noncertified Salaries	159,210	162,750	167,423	
590	Other Expenses:				
	591 Heat for Buildings	65,179	64,500	80,300	
	592 Utilities	85,135	86,000	91,526	
	593 Supplies	11,937	16,300	16,175	
	599 Other Expenses	2,596	2,150	1,862	
	Subtotal-590	164,847	168,950	189,861	
	TOTAL OPERATION OF PLANT	324,057	331,700	357,284	
600	MAINTENANCE OF PLANT				
620	Noncertified Salaries	32,588	23,520	23,948	
630	Replacement of Equipment:				
	631 Administration	8,387	6,525	1,500	1,500
	632 Instruction	192	5,350	4,200	4,200
	633 Operation of Plant				
	634 Maintenance of Plant	463	3,200	3,928	
	639 Other Equipment				
	Subtotal-630	9,042	15,075	9,628	
690	Other Expenses	37,343	34,500	42,136	
	TOTAL MAINTENANCE OF PLANT	78,983	75,095	75,714	

SCHEDULE B - 2

SCHOOL DISTRICT FUND
APPROPRIATION BY GOVERNMENTAL FUNCTION

BUDGET FOR FISCAL YEAR 1977-78

Page 5 of ____

		(1) ACTUAL PRIOR YEAR	(2) ESTIMATED CURRENT YEAR	(3) NEXT BUDGET YEAR TENTATIVE APPROVED	(4) NEXT BUDGET YEAR FINAL APPROVED
700	FIXED CHARGES				
720	Retirement Contributions:				
721	State Retirement	184,404	182,835	188,525	
722	OASDI	9,700	11,870	14,536	
	Subtotal-720	194,105	194,705	203,061	
730	Insurance & Judgments	78,627	113,086	146,398	
740	Rental of Land & Building				
790	Other Fixed Charges	268	300	300	
	TOTAL FIXED CHARGES	272,799	308,091	349,759	
800	OUTGOING TRANSFERS				
830	Other County Districts	28,035	35,366	40,000	
840	Out-of-State Districts				
850	Interfund Transfers:				
851	Fed. Food Reimbursement				
852	Other Food Reimbursement	5,120	6,150	5,050	
853	Loans to Other Funds				
854	Revolving Funds				
859	Other Interfund Transfers	4,000	-0-	-0-	
	Subtotal-850	9,120	6,150	5,050	
870	Refunds				
	TOTAL OUTGOING TRANSFERS	37,155	41,516	45,050	
900	CAPITAL OUTLAY				
930	Sites	6,825	2,850	1,745	
940	Buildings:				
941	New Bldgs. & Additions				
942	Remodeling				
	Subtotal-940	-0-	-0-	-0-	
950	Equipment:				
951	Administration			700	
952	Instruction	5,264	8,041	8,557	
953	Auxiliary Services				
954	Operation of Plant				
955	Maintenance of Plant				
956	Food Services			278	
957	Vehicles-Pupil Transp.				
958	Shop Eq.-Pupil Transp.	234			
	Subtotal-950	5,498	8,041	9,535	
	TOTAL CAPITAL OUTLAY	12,323	10,891	11,280	
	SUBTOTAL ALL ACCOUNTS	3,133,134	3,143,649	3,287,375	
	CONTINGENCY (Not to exceed 1% of Subtotal All Accounts)	XXXXX XXXXX	XXXXX XXXXX	12,816	
	APPROPRIATED REDUCTION TO CONVERSION FACTOR	1	1	1	
	TOTAL PLANNED EXPENDITURES	3,133,135	3,143,650	3,300,192	
	UNAPPROPRIATED ENDING FUND BALANCE (See Local Gov't Regulation No. 13)	95,342	145,323	-5-	
	GRAND TOTAL	3,228,477	3,288,973	3,300,192	

showed as zero in tentative budgets of 76-77 and 75-76

SCHEDULE B - 2

Tentative BUDGET FOR FISCAL YEAR 1976-77

[illegible] SCHOOL DISTRICT FUND

APPROPRIATION BY GOVERNMENTAL FUNCTION

495 Scorpio Circle Ex 24
Reno, Nevada 89511
March 16, 1977

Dear Assemblyman Murphy:

Thank you for your courteous and efficient chairing of the hearing on AB 356.

Even though I haven't read the entire bill, nor do I completely agree with the legislation, I was surprised at some of the statements made by board members and administrators.

My understanding of the bill is that both sides should work out their problems together and come to agreements. And only in the case of complete frustration would the matters go to binding arbitration.

Yet almost all the opponents addressed their arguments to the removal of local control and the uncaring, impartial arbitrator. I'm with the man who said we love our teachers and even though we may not have bargained effectively in the past, let's sit down hereafter and really talk "in good faith."

I'm a teacher and I'm not always right, but I do feel as a "special interest" group we should have the "right" to talk about our special interest--CHILDREN. It's not the same as awarding money contracts to favored people. I would hope that neither teachers nor boards would force their complete will on the other. There must be a sharing of common goals and not an absolute dictatorship.

We've had a number of arbitrators decisions, but what good are they if only advisory and neither side is bound to follow anything? And the anger and frustration is still present? It seems better to have a decision made and stick with it even though both sides may not be completely happy. At least the business at hand can go forward instead of standing still.

Please support AB356.

Sincerely,

Sylvia Cole