ITEM NO. 12

BEFORE THE

LOCAL GOVERNMENT EMPLOYEE MANAGEMENT RELATIONS BOARD

State of Nevada

IN THE MATTER OF THE WASHOE COUNTY TEACHERS ASSOCIATION AND THE WASHOE COUNTY SCHOOL DISTRICT: DETERMINATION OF NEGOTIABILITY OF PROPOSALS FOR THE 1972-73 CONTRACT YEAR. PROHIBITED PRACTICES IN SEVERANCE OF SCHOOL NURSES FROM BARGAINING UNIT.	Case No. 102472

D E C I S I O N

This matter having been submitted to the Local Government Employee Management Relations Board upon a complaint filed by the Washoe County Teachers Association, hereinafter designated WCTA, a hearing was conducted on December 5, 1972.

Complainant's case is based upon a charge of an unfair labor practice due to Respondent having unilaterally redefined a heretofore established negotiating unit through recognition of the Nevada Nurses Association on September 26, 1972, as an exclusive bargaining agent for school nurses despite a negotiated contract existent between Respondent and Complainant which contract clearly provided that the recognized unit included all certified staff members of the teachers' salary schedule until such time as the Board or higher court ruled otherwise. The said agreement rendered the WCTA, the exclusive representative of all certified staff members on the teachers' salary schedule, and the school nurses were included in said salary schedule.

Respondent has attempted, through its recognition activity, to change a designated exclusive bargaining unit despite the

mandates of N.R.S. 288.170(2). Evidence and testimony at the hearing suggested that the Respondent felt it should recognize the nurses association in spite of the unit determination conflict to avoid a prohibitive practice charge of interfering or restraining any employee in the exercise of any right guaranteed under N.R.S. 288.270(1). It is not clear how the presumption was made that nurses somehow were entitled to overriding rights in conflict with an existing exclusive representation agreement between the Respondent and all certified staff members on the teachers' salary schedule without recourse to the steps provided in N.R.S. 288.170 (2).

Evidence further indicated that the position of intervener, the Nevada Nurses Association, was one of basically good faith although inappropriate and not within the statutory proscription set forth under Chapter 288 of Nevada Revised Statutes.

FINDINGS OF FACT

As findings of fact, the Board finds as follows:

1. That the Washoe County Teachers Association pursuant to a negotiated contract is the exclusive representative of all certified staff members on the teachers' salary schedule in Washoe County, Nevada.

2. That school nurses have been and presently are included in the teachers' salary schedule.

3. On September 26, 1972, Respondent unilaterally recognized the Nevada Nurses Association as the exclusive bargaining agent for school nurses in violation of procedures set forth in N.R.S. 288.170(2) and N.R.S. 288.270(1).

CONCLUSION OF LAW

1. That the Washoe County School District engaged in a prohibitive practice through unilateral recognition of the Nevada Nurses Association in controvention of the mandates of N.R.S. 288.170(2) and N.R.S. 288.270(1).

DATED this 1st day of FEBRUARY, 1973.

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

FRED SCARPELLO

PAUL H. DAHLBERG

DENNIS PLETZKE