Item No. 131

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT
RELATIONS BOARD

STATE OF NEVADA

In the Matter of CLARK COUNTY TEACHERS ASSOCIATION, Complainant, VS. BOARD OF TRUSTEES OF THE CLARK COUNTY SCHOOL DISTRICT, THE CLARK COUNTY SCHOOL DISTRICT, Respondents.	Case No. A1-045354

DECISION

On April 5, 1982 the Local Government Employee-Management Relations Board held a hearing in the above captioned matter; the hearing was properly noticed and posted pursuant to Nevada's Open Meeting Law.

This written decision is prepared in conformity with NRS 233.B125 which requires that the full decision contain Findings of Fact and Conclusions of Law separately stated.

By a Complaint filed July 23, 1981 and Amended Complaint filed August 31, 1981, the CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION (hereinafter CCCTA) alleged that the BOARD OF TRUSTEES OF THE CLARK COUNTY SCHOOL DISTRICT and the CLARK COUNTY SCHOOL DISTRICT (hereinafter CCSD) willfully interfered with the administration of and refused to bargain collectively in good faith with the CCCTA in violation of NRS 288.270(1)(b) and (1)(e), all as a result of a matching settlement agreement made informally with the associations for the classified and administrative employees of the CCSD. All other issues raised by the Amended Complaint and Counterclaim filed by the CCSD were withdrawn by agreement of the parties at the hearing. The Board, at the request of the parties, decides one issue only, the validity of parity or matching settlement agreements in Nevada.

This limited issue was presented to the Board by a motion for partial summary judgment based upon the pleadings on file. The motion was made by the CCCTA orally prior to the hearing of testimony and after the Board had denied a similiar motion requested by the CCSD. Although the Board in cases alleging unfair labor practices prefers to hear testimony, especially as to the duration of the practice and its state-wide application, in this matter the facts necessary for this decision were agreed to by counsel and are as admitted in the pleadings.

The CCSD negotiates with three separate bargaining units: teachers, classified and administrators. Copies of the collective bargaining agreements in effect for all three units are on file as required by NRS 288.165(2)(g). The CCCTA represents the teachers. The other bargaining units are not parties to this action.

On or about July 15, 1981 the CCSD negotiated agreements with the classified and administrative bargaining units. These agreements had retroactive effect to July 1, 1981, the prior agreements having expired on June 30, 1981. The incident that led to the Complaint being filed occurred when the CCSD informally agreed with employee organizations for classified and administrative bargaining units that if the percentage salary gains granted to teachers exceeded the 24 percent over two years agreed to by their units, that the difference would be matched for their units and that percentage salary parity would be maintained for their units.

The agreement was not kept a secret by the CCSD. The CCSD admitted the practice and alleged that it had made identical agreements with the knowledge of the CCCTA since 1973. Collective bargaining agreements were secured and bargaining with the teachers continued. The CCCTA contract did not expire until the beginning of the 1981-82 school year on August 25, 1981. An agreement was reached on or about August 28, 1981 which provided for a 25.49 percent increase over a two year period. The parity

agreement was implemented by the CCSD and all three units received salary increases of 25.49 percent over two years.

Thereafter, the CCCTA amended its Complaint on August 31, 1981 to seek as a remedy, in addition to the declaration that the parity agreement was null and void, the the differential sum of 1.49 percent should be applied in favor of teachers' salaries. This remedy was not addressed by the Board at the request of the parties.

The position of both the CCSD and the CCCTA with this background in mind was that sufficient facts existed for the Board to make a determination as to whether a parity agreement is an unfair labor practice.

Although this is the first time this Board has been asked to directly address the validity of parity agreements, it is not the first time the Board has dealt with similiar offers or agreements. These same parties were before this Board In the Matter of the Clark County Certified Teachers Association v. Clark County School District, et.al., Case No. A1-045302, Item No. 62 (1976). We held at that time it was not an unfair labor practice for the CCSD to offer the CCCTA the same percentage raise it offered the other two units it bargained with, 3.5 percent. Further, it should be noted that matching agreements were admitted to have been used by the CCSD since 1973. In Carson City Firefighters Association v. Carson City Board of Supervisors, et.al., Case No. A1-045285, Item No. 39 (1975), the Board ratified a differential pay raise for city firefighters of 5 percent above the overall cost of living and "parity pay" increase granted for other city employees. More recently, an award under the "Firefighters Final Best Offer" provisions of NRS Chapter 288 was ratified by the Board in International Association of Firefighters, Local 1607 v. The City of North Las Vegas, Case No. A1-045341, Item No. 108 (1981). That award granted parity in wages as a provision of the contract for the firefighters of North Las Vegas. In that case

parity was ordered not with the salaries of other city employees but was to be based upon the wages of firefighters in the City of Las Vegas, employees of a separate governmental employer.

The problems faced by the local government employer bargaining with multiple employee organizations over what is to be their fair distribution of limited public funds are of great concern to the Board. The size and negotiating strength of one bargaining unit should not, especially in times of severe fiscal restraint, be the only determiner of the salary package of public employees. NRS Chapter 288.150(5) recognizes and declares that the ultimate right and responsibility of the local government employer is to manage its operation in the most efficient manner consistent with the best interests of all its citizens, all its taxpayers, and all its employees. In West Allis Professional Policemen's Association v. City of West Allis, Decision No. 12706 (1974) the Wisconsin Employment Relations Commission ruled it was not a prohibited practice for the city to pay fire fighters the same as police and to grant any additional increase that the police might negotiate to the fire fighters. WERC stated:

> Such agreements are not rare or limited to police and fire settlements and do, as the (police union) urges, affect calculations of a municipal employer in its subsequent negotiations with other organizations. However, even in the absence of such agreements, employers... calculate the effects of proposed settlements upon their relations with other groups of employees... this is a "fact of life" in collective bargaining.

The Board agrees that balancing these competing interests is the duty of the local government employer. The local government employee has a right to insist that wage increases granted other units be considered so long as the employer does not refuse to negotiate with any unit in regard to its wages.

In the private sector, parity, pattern, or matching settlement agreements and differential agreements are accepted practices. See National Labor Relations Board v. Landis Tool Co.,

193 F.2d 279 (3rd Cir. 1952); see also Whiting Milk Co. v. International Association of Machinists, 1964 CCH NLRB, paragraph 12,890.

The Board is vested by NRS 288.110 with the authority and duty to administer the Act regulating public employee bargaining in this state.

Parity or matching agreements are not prohibited by any provisions under NRS Chapter 288, or by any other relevant statute or decisional law in Nevada.

In the public as well as the private sector, it has been an established pattern in negotiations in the state for over a decade.

In light of such considerations, the Board finds it difficult to conclude that the agreements in dispute are illegal.

FINDINGS OF FACT

1. The Complainant, CLARK COUNTY CLASSROOM TEACHERS ASSOCIATION, is an employee organization under NRS Chapter 288 and is the bargaining agent for certified teaching employees of the CCSD.

2. The Respondent, BOARD OF TRUSTEES OF THE CLARK COUNTY SCHOOL DISTRICT, is the governing body of the Respondent CCSD, and the CLARK COUNTY SCHOOL DISTRICT is a local governmental employer under NRS Chapter 288.

3. The CCCTA and CCSD began collective bargaining in January 1981. The CCSD negotiates with three units. The contracts of two units, classified and administrative, expired on June 30, 1981. The CCCTA contract expired on August 25, 1981.

4. Subject to the approval of members of their bargaining units, the CCSD and the employee organizations for classified and administrative employees of the CCSD negotiated collective bargaining agreements on or about July 15, 1981.

5. Subject to said agreements, a matching settlement or parity agreement was entered into by the same parties.

6. The CCSD and CCCTA continued to bargain collectively

until an agreement was reached on or about August 28, 1981, which also was subject to ratification by membership.

7. All agreements were ratified and are presently in effect.

CONCLUSIONS OF LAW

1. The Board has jurisdiction pursuant to NRS 288.110 to determine if matching settlement or parity agreements are prohibited practices under NRS 288.270(1)(b) or (1)(e).

2. The Complainant, CCCTA, is an employee organization as defined by 288.040 and bargaining agent for certified teaching employees of the CCSD pursuant to NRS 288.027.

3. The Respondent, BOARD OF TRUSTEES, is the governing body of the CCSD, and the Respondent CCSD is a local government employer within the terms as defined in NRS 288.060.

4. That the parties commenced collective bargaining in January 1981 in conformity with their existing contract and NRS Chapter 288.

5. That the CCSD continued to bargain and bargained collectively in good faith with the CCCTA as required by NRS 288.150.

6. That the provisions of NRS 288.150 and NRS 288.270(1)(b) and (1)(e) do not prohibit a local governmental employer from agreeing to a matching settlement or parity agreement with employee organizations representing one or more bargaining units of the local government employer.

7. That the evidence fails to disclose that the CCSD violated either NRS 288.270(1)(b) or 288.270(1)(e).

The requested relief is denied. Each party is to bear its own costs and fees.

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Dated this 12th day of July, 1982.

LOCAL GOVERNMENT EMPLOYEE-
MANAGEMENT RELATIONS BOARD

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