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STATE OF NEVADA  
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

POLICE OFFICERS ASSOCIATION OF  
THE CLARK COUNTY SCHOOL  
DISTRICT,

Complainant,

vs.

CLARK COUNTY SCHOOL DISTRICT,

Respondent.

CASE NO. 2015-031

**ORDER**

**ITEM NO. 816**

The Police Officers Association of the Clark County School District (POA), Complainant, filed a Complaint with the Local Government Employee-Management Relations Board alleging the Clark County School District (CCSD) engaged in prohibited labor practices by making a unilateral change when CCSD suspended all advancement, salary or benefit increases for POA members.

This matter came on before the State of Nevada, Local Government Employee-Management Relations Board (the "Board") for decision on June 16, 2016, pursuant to the provisions of the Local Government Employee-Management Relations Act (the "Act"); NAC chapter 288 and NRS chapter 233B. Thereafter, this matter came on before the Board for further deliberations on June 29, 2016, pursuant to the provisions of the Act; NAC chapter 288 and NRS chapter 233B. The Board held an evidentiary hearing on the matter on March 3, 2016. The parties and the public were duly noticed of the hearing. The parties, represented by counsel, attended the hearing and presented testimony, evidence and argument.

Based upon the testimony, evidence and argument presented by the parties, and for the reasons outlined below, the Board finds the Complaint is not well taken and finds in favor of CCSD.

1 **SUMMARY OF THE CASE**

2 The parties agreed to the underlying facts of this matter allowing the Board to focus on  
3 the key issue, namely:

4 Whether the Clark County School District's failure to give step increases after the  
5 expiration of the collective bargaining agreement is a violation of NRS 288.270(1)(a) and (e).

6 The parties entered into the Negotiated Agreement between the Clark County School  
7 District and the Police Officers Association of the Clark County School District on November  
8 14, 2013 (the "Agreement"). The Agreement provided its term was from July 1, 2013, to June  
9 30, 2014, but a clause written into the Agreement renewed it on July 1 of every year until a new  
10 agreement was entered into. Pursuant to this "evergreen clause" the Agreement renewed for one  
11 (1) year from July 1, 2014, through June 30, 2015.

12 As of June 30, 2015, the parties had yet to enter into a new Agreement. Pursuant to the  
13 evergreen clause, the Agreement may have renewed for another one (1) year from July 1, 2015,  
14 through June 30, 2016, but the Governor signed legislation, designated as SB 241, effective June  
15 1, 2015, and which prohibited the renewal of any contracts by way of evergreen clauses. SB 241  
16 Sec. 5 provided, in part:

17  
18 Insofar as they conflict with the provisions of such an agreement,  
19 the amendatory provisions of this act . . . do apply to any extension  
20 or renewal of such an agreement and to any collective bargaining  
21 agreement entered into on or after the effective date of this act.

22 SB 241, Sec. 1.3 also provided, in part:

23 upon the expiration of a collective bargaining agreement, if no  
24 successor agreement is effective and until a successor agreement  
25 becomes effective, a local government employer shall not pay to or  
26 on behalf of any employee in the affected bargaining unit any  
27 compensation or monetary benefits in any amount greater than the  
28 amount in effect as of the expiration of the collective bargaining  
29 agreement.

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1 Accordingly, on July 1, 2015, CCSD suspended the awarding of step increases to POA  
2 employees. The POA thereupon filed the instant Complaint, alleging that the suspension of the  
3 step increases was a unilateral change of the Agreement.

4 To resolve the dispute, pursuant to NRS 288.110 the Board held an evidentiary hearing  
5 on the matter on March 3, 2016. Based upon the pleadings, testimony, evidence, argument and  
6 briefing submitted by the parties, the Board makes the following Findings of Fact and  
7 Conclusions of Law:

#### 8 FINDINGS OF FACT

- 9 1. The parties entered into the Negotiated Agreement between the Clark County School  
10 District and the Police Officers Association of the Clark County School District on  
11 November 14, 2013 (the "Agreement"). CCSD Exhibit 3.<sup>1</sup>
- 12 2. The Agreement included Article 21, Clark County School District Police Officer Pay  
13 Ranges, which established a system of pay with standardize step increases which were  
14 identified on page 28 of the Agreement. CCSD Exhibit 3.
- 15 3. The Agreement contained an evergreen clause which renewed the Agreement for one (1)  
16 year from July 1, 2014, to June 30, 2015. CCSD Exhibit 3.
- 17 4. The extension of the Agreement expired on June 30, 2015 when no successor agreement  
18 was in place.
- 19 5. Effective July 1, 2015, CCSD suspended all step increases until a new agreement with  
20 POA went into effect.
- 21 6. If any of the foregoing findings is more appropriately construed as a conclusion of law, it  
22 may be so corrected.

#### 23 CONCLUSIONS OF LAW

- 24 1. SB 241 became effective on June 1, 2015, which prevented the Agreement from being  
25 renewed by the evergreen clause on July 1, 2015.
- 26 2. SB 241 Sec. 5 provides, in part:

27 \_\_\_\_\_  
28 <sup>1</sup> There was a problem with ratification of the Agreement, but the parties agreed that the relevant  
articles were agreed to.

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Insofar as they conflict with the provisions of such an agreement, the amendatory provisions of this act . . . do apply to any extension or renewal of such an agreement and to any collective bargaining agreement entered into on or after the effective date of this act.

- 3. Because the Agreement expired on June 30, 2015, SB 241's provisions apply to relations between the parties after this date.
- 4. SB 241, sec. 1.3 provides:
  - upon the expiration of a collective bargaining agreement, if no successor agreement is effective and until a successor agreement becomes effective, a local government employer shall not pay to or on behalf of any employee in the affected bargaining unit any compensation or monetary benefits in any amount greater than the amount in effect as of the expiration of the collective bargaining agreement.
- 5. Under the plain meaning of SB 241, CCSD could not increase employee wages after the expiration of the Agreement under the system of pay that was in effect prior the expiration of the Agreement.
- 6. CCSD was not required to maintain the system of pay that was in effect prior to the expiration of the Agreement.
- 7. That the POA's Complaint is not well-taken.
- 8. That an award of costs or fees pursuant to NRS 288.110(6) is not warranted in this case.
- 9. If any of the foregoing conclusions is more appropriately construed as a finding of fact, it may be so corrected.

**DISCUSSION**

The Board notes that it relies, in part, on the June 22, 2016 Eighth Judicial District Court Decision and Order in the case of *Clark County v. Nevada Local Government Employee-Management Relations Board and Service Employees International Union, Local 17*, case number A-15-728412-J in making its ruling in this case.

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1       **A. Senate Bill 241 Eliminated Evergreen Provisions**

2           The original version of NRS 288.155 read: “Agreements entered into between local  
3 government employers and employee organizations pursuant to this chapter may extend beyond  
4 the term of office of any member or officer of the local government employer.” The amended  
5 version of NRS 288.155 provides:

- 6           1. A collective bargaining agreement:  
7           (a) May extend beyond the term of office of any member or officer  
8           of the local government employer.  
9           (b) Expires for the purposes of this section at the end of the term  
10           state in the agreement, notwithstanding any provision in the  
11           agreement that it remain in effect, in whole or part, after the  
12           end of that term until a successor agreement becomes effective.  
13           2. Except as otherwise provided in subsection 3 and notwithstanding  
14           any provision of the collective bargaining agreement to the  
15           contrary, upon the expiration of a collective bargaining  
16           agreement, if no successor agreement is effective and until a  
17           successor agreement becomes effective, a local government  
18           employer shall not pay to or on behalf of any employees in the  
19           affected bargaining unit any compensation or monetary  
20           benefits in any amount greater than the amount in effect as of  
21           the expiration of the collective bargaining agreement.

22           With regard to existing contracts, SB 241 provides that:

23           Insofar as they conflict with the provisions of such an agreement,  
24           amendatory provision of this act do not apply during the current  
25           term of any contract of employment or collective bargaining  
26           agreement entered into before the effective date of this act, but do  
27           apply to any extension or renewal of such an agreement entered  
28           into on or after the effective date of this act and to any agreement  
            entered into on or after the effective date of this act. For the  
            purposes of this section, the term of any agreement ends on the  
            date provided in the agreement, notwithstanding any provision of  
            the agreement that it remains in effect, in whole or in part, after  
            that date until a successor agreement is reached.

29           SB 241, Sec. 5. The new law went into effect upon passage on June 1, 2015. Under SB 241, a  
30           collective bargaining agreement expires “at the end of the term stated in the agreement,  
31           notwithstanding any provisions of the agreement that it remain in effect, in whole or in part, after  
32           the end of that term, until a successor agreement become effective.” SB 241, Sec. 1.3(1)(b). The

1 new law also mandated that employers “shall not” provide interim pay increases after an  
2 agreement expires until a new agreement becomes effective. SB 241, Sec. 1.3(2).

3 **B. The Agreement Expired on June 30, 2015**

4 The 2013-2014 Agreement between the parties renewed yearly on July 1 under an  
5 evergreen provision unless the parties reached a new agreement. SB 241 came into effect during  
6 the collective bargaining agreement’s 2014-2015 extension or renewal under the evergreen  
7 provision. SB 241 eliminated evergreen provisions. Under SB 241, a collective bargaining  
8 agreement expires “at the end of the term stated in the agreement, notwithstanding any  
9 provisions of the agreement that it remain in effect, in whole or in part, after the end of that term,  
10 until a successor agreement become effective.” SB 241, Sec. 1.3(1)(b). The July 1, 2014  
11 extension of the agreement happened before SB 241 came into effect. SB 241 did not impact  
12 this extension. SB 241 only impacted the agreement when a renewal or extension was scheduled  
13 to take place after the law came into effect.

14 On June 30, 2015, the Agreement expired and it could not be renewed or extended owing  
15 to SB 241. CCSD continued to allow step increases until the Agreement expired on June 30,  
16 2015. On July 1, 2015, CCSD suspended all step-increases for employees of the bargaining unit.

17 **C. CCSD did not Commit a Unilateral Change when it Suspended Step Increases**

18 The Agreement established a system of pay with standardized step increases which were  
19 identified on page 28 of the Agreement and provided for pay increases pursuant to a step system  
20 of the sort depicted on page 28 of the Agreement. CCSD Exhibit 3; Hrg. Trans., p. 17. Because  
21 the Agreement expired on June 30, 2015, SB 241’s provisions apply to relations between the  
22 parties after this date. SB 241, sec. 1.3 provides:

23 upon the expiration of a collective bargaining agreement, if no  
24 successor agreement is effective and until a successor agreement  
25 becomes effective, a local government employer shall not pay to or  
26 on behalf of any employee in the affected bargaining unit any  
27 compensation or monetary benefits in any amount greater than the  
28 amount in effect as of the expiration of the collective bargaining  
agreement.

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1 Under the plain meaning of SB 241, CCSD could not increase employee wages. The  
2 legislative intent of the statute was to prohibit pay raises for employees unless agreed in a  
3 contract.

4 **ORDER**

5 Based on the foregoing, it is hereby ordered that the Board finds in favor of Respondent  
6 Clark County School District as set forth above. Complainant Police Officers Association of the  
7 Clark County School District shall take nothing by way of its Complaint.

8 DATED this 1st day of July, 2016.

9 LOCAL GOVERNMENT EMPLOYEE-  
10 MANAGEMENT RELATIONS BOARD

11 BY:   
12 PHILIP E. LARSON, Chairman

13 BY:   
14 BRENT C. ECKERSLEY, Vice-Chairman

15 BY:   
16 SANDRA MASTERS, Board Member

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STATE OF NEVADA  
LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT  
RELATIONS BOARD

POLICE OFFICERS ASSOCIATION OF  
THE CLARK COUNTY SCHOOL  
DISTRICT,  
  
Complainant,  
  
vs.  
  
CLARK COUNTY SCHOOL DISTRICT,  
  
Respondent.

CASE NO. 2015-031

**NOTICE OF ENTRY OF ORDER**

TO: POLICE OFFICERS ASSOCIATION OF THE CLARK COUNTY SCHOOL DISTRICT, and their attorney, Adam Levine, Esq. and the Law Offices of Daniel Marks;


TO: CLARK COUNTY SCHOOL DISTRICT, and their attorney Scott Greenberg, Esq. and the Office of the General Counsel of the Clark County School District.

PLEASE TAKE NOTICE that an **ORDER** was entered in the above-entitled matter on July 1, 2016.

A copy of said order is attached hereto.

DATED this 5th day of July, 2016.

LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD

BY   
MARISU ROMUALDEZ ABELLAR  
Executive Assistant



1 **CERTIFICATE OF MAILING**

2 I hereby certify that I am an employee of the Local Government Employee-Management  
3 Relations Board, and that on the 5th day of July 2016, I served a copy of the foregoing ORDER  
4 by mailing a copy thereof, postage prepaid to:

5  
6 Law Office of Daniel Marks  
7 Daniel Marks, Esq.  
8 Adam Levine, Esq.  
9 610 South Ninth Street  
10 Las Vegas, NV 89101

11 Scott Greenberg  
12 Asst. General Counsel  
13 Clark County School District  
14 Office of the General Counsel  
15 5100 West Sahara Ave.  
16 Las Vegas, NV 89146

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MARISU ROMUALDEZ ABELLAR  
Executive Assistant