

1 BEFORE THE LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD
2 IN THE MATTER OF THE CLARK COUNTY
3 TEACHERS ASSOCIATION'S COMPLAINT
4 REGARDING THE CLARK COUNTY SCHOOL
5 DISTRICT INTERPRETATION OF
6 NRS. 288.150 CONCERNING THE NEGOTIATION OF PREPARATION TIME.

7 D E C I S I O N

8 HAVING COME ON REGULARLY FOR HEARING, on the 13th day of
9 August, 1971, and petitioner and respondent having appeared and
10 presented evidence through their counsel and the matter having
11 been submitted for decision; the BOARD, having jurisdiction over
12 the matter pursuant to NRS 288, hereby enters its decision as
13 follows:

14 I.

15 In a recent decision involving a dispute over the inter-
16 pretation of NRS 288.150 between the Washoe County School District
17 and the Washoe County Teachers Association, the BOARD noted that
18 with the passage of Chapter 288 of NRS, local government employees
19 were asked to give up the threat of strike as a motivating factor
20 to fruitful negotiation. Under Chapter 288 local government
21 employees cannot organize or apply for recognition without giving
22 up the threat to strike through a no-strike pledge.

23 The local government employer, on the other hand, in the
24 usual instance of a delegated administrator, threatened neither by
25 the imminent possibility of a strike or facing the personal
26 responsibility for the kind of economic loss that is such a vital
27 part of the bargaining process in the private sector, could avoid
28 meaningful negotiation by applying an arbitrary and excessively
29 broad interpretation on subsection 2 of NRS.150, thus making a
30 nullity of the statute.

31 The need for reasonable interpretation of 288.150 was well
32 illustrated by the Appellant's suggestion that a proposal to increase
33 teacher's salaries by about 300% to approximately \$25,000 per year

1 would certainly place wages (subsection 1) in a management pre-
2 rogative area (subsection 2). Even at such extreme, the BOARD is
3 comfortable that binding arbitration, under a professional
4 arbitrator as stipulated by the legislature's most recent revision,
5 would not make an excessive award, particularly in view of the
6 specific fiscal restrictions which the legislature placed upon the
7 professional arbitrator.

8 The BOARD in its concern that the statute not be made a
9 nullity in practice is not trying to make the statute more practic-
10 able or more workable. However, the B OARD is attempting to
11 interpret, in those areas left to its judgement, the spirit and
12 intent of this legislation in the most workable fashion for all
13 parties concerned; the traditional role of the public administra-
14 tor is no more, or less, important than the motivation of local
15 government employees and both should cooperate to most effectively
16 serve the needs of the citizenery.

17 The BOARD therefore concludes, without interfering with the
18 local government employer's management prerogative to schedule and
19 administer the details of any agreement negotiated between the
20 teachers and the school district trustees, that the matter of pre-
21 paration time, as proposed in article XXII, is a negotiable issue
22 within the provisions of NRS 288.150, subsections 1 and 2.

23 FINDINGS OF FACT

24 1. Preparation time affects a teacher's effectiveness and
25 the achievement of the students.

26 2. Denial of preparation time extends a teacher's work day
27 and affects wages as such time is uncompensated.

28 CONCLUSIONS OF LAW

29 1. Preparation time affects a teacher's effectiveness and
30 the achievement of the students.
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1 2. Denial of preparation time extends a teacher's work day
2 and affects wages as such time is uncompensated.

3 3. Preparation time is significantly related to wages,
4 hours, and working conditions and is negotiable, even though said
5 matters also relate to questions of management prerogative in terms
6 of scheduling and administration.

7 Las Vegas, Nevada March 22, 1972.

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9 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT RELATIONS BOARD.

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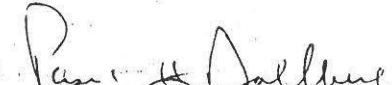
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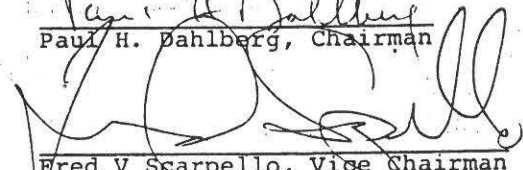
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Paul H. Dahlberg, Chairman


Fred V. Scarpello, Vice Chairman


Dennis Pletzke, Member