



**Lyon  
County  
Education  
Association**

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# The Tutorial Enterprise

## Featured in this issue:

- Page 2 - Membership Pays
- Pages 3-6 - Collective Bargaining in Nevada
- Page 7 - WEA/UCN Annual Wild Island Picnic
- Page 8 - Discount Season Passes at Kirkwood
- Pages 9-11 - Know Your Negotiated Agreement
- Page 12 - Lyon County Education Association's Vision of Educators



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To find out more about Insurance Programs, Financial Services, Member Discounts, Tools and Tips, Free Giveaways, and Featured Offers click on the links at the NEA Member Benefits Website:

<http://www.neamb.com/>



**Login and use your NSEA Access membership card for members' only discounts at:**

<http://www.memberweb.com/memberweb/NewLogin.asp>

# Membership Pays

Visit the NEA Member Benefits website at <http://www.neamb.com/>

If you haven't already done so, visit the NEA Member Benefits website. If you have visited the NEA Member Benefits website, you must be aware of the wide variety of ways to save money and are certain to return.



The website includes the following categories:

- Money
- Everyday Living
- Health & Wellness
- Professional Resources
- Travel & Leisure

Each category is full of numerous ways for you to save enough money that your membership will more than pay for itself.

Visit the NEA Member Benefits website soon and return often as they keep on adding new benefits. Go to <http://www.neamb.com/>

# Collective Bargaining

*A fundamental tool of local control*

*in Nevada*

## *History*

In 1969, the Nevada State Legislature passed NRS 288 “Relations Between Governments and Public Employees.” For several years following its enactment, it was referred to as the “Dodge Act” due to the fact that the bill was championed by Republican Senator Carl Dodge. In its original form, the law was modeled after the National Labor Relations Act (private sector bargaining) with some modifications taken from the few states that had adopted “public sector” laws. Since 1969, the Statute has undergone numerous revisions, primarily as a response to needs by both management and labor to fine tune the law and to make it “Nevada friendly.”

The law was first adopted in response to the rise in collective bargaining nationwide among public employees. Prior to the adoption of NRS 288, the only way that public employee organizations in Nevada could exert “pressure” on management to resolve issues in negotiations was to strike. For the most part, this was not acceptable to either management, labor, teachers, or school districts. The Nevada State Legislature, under the leadership of Senator Dodge, sought a means to provide for discussions and resolution of differences regarding wages, hours, and conditions of employment while ensuring that services to the public would continue without interruption. There were one-day walkouts involving teacher associations. These occurred in Washoe and Clark counties, during the spring of 1969, with support from all NSEA’s rural affiliates. The need for legislation to provide a level playing field” between public sector management and labor was obvious. Equally obvious was the potential impact of teacher strikes. The top priority of NSEA’s lobby effort was the enactment of collective bargaining legislation.

Before the adoption of NRS 288, local education associations included as members all licensed employees in each school district All administrators; including the superintendent, were eligible for membership in the local education association, and in many counties, administrators were not only members but also officers. The enactment of NRS 288 dramatically changed the picture. While they could form their own association, administrators could not be a part of the “teacher” bargaining unit in local associations representing members in collective bargaining.

There have been 15 sessions of the Nevada Legislature since the adoption of NRS 288 in 1969. Due to the lobby efforts of NSEA and its affiliates, as well as efforts by other public employee organizations, we currently work under the Act (NRS 288) which provides the level playing field sought in the early years.

All of NSEA’s affiliates, which include licensed employees and support staff, engage in collective bargaining under NRS 288.

# The Bargaining Process

## A. Identifying Issues and/or Areas of Concern

This is the first step in the process. The development of a good contract never stops. Preparation for the next set of negotiations begins as soon as each bargaining session finishes. The needs of employees change all the time. New demands are created by the employer, modernization of equipment, and the ebb and flow of public school money from the Nevada Legislature, as well as local and federal sources. Problems that only contract language can solve crop up regularly. It becomes very important to continuously identify issues and areas of concern to be addressed at the bargaining table.

One way is to begin by asking a few questions. Do the employees need this protection? Are the employees benefiting from this provision? How have employees suffered with this practice? Have employees complained about this issue or situation?

Another way is to look at grievances filed by the association. What are employees grieving? What issues come up regularly as grievances? Has the association lost grievances because of language interpretation made?

Worksite visits and classification meetings are good sources of information. Labor/management meetings also provide issues to be addressed. During the course of the year, associations survey their members and leaders regarding issues or concerns. The bargaining committee comes together to sort through the surveys and compiles the information for further work by the bargaining team.

Once the issues are confirmed, the contract language is written. The newly written language is then discussed by the team and other interested members and leaders to be certain it addresses the concerns and will improve the contract. Once it has been determined that there are no other changes necessary, the proposal is ready for exchange with the district. The school district's board of trustees and administrators go through a similar process and may come to the table with proposals of their own.

## 2. Negotiations Begin

At this point, the sides are ready to exchange and review proposals. The school district gives the association their proposals and explains why they want the changes. The association goes through the same process. It is important for both sides to understand why the changes are being requested. This is called the "intent" of the language. Later on through the year when a grievance is filed, the "intent" of the language may play a very important part in the settlement of the grievance or decision of the arbitrator under a "contract arbitration."

After review, both sides go to their own area to discuss the other side's proposal. This is called a "caucus." During a caucus, the respective teams talk about why they can or cannot accept the language proposed from the other side. These discussions take many hours and can span numerous bargaining session caucuses. Each team may rewrite proposals using some of the other side's language in modifying its positions. This is how both sides move closer to an agreement.

Through this process, we are able to improve the contract a little more each year. It is important for the bargaining team to be familiar with the history of the language, the progression of the bargaining process, and the goals for the future.

### C. Agreement is Reached

When both sides have completed the process of sending proposals back and forth to each other and have finally agreed that they can live with the new language, they sign off. The chief negotiators sign all of the "tentative agreements," or TAs. The language is tentative because it must be voted on by the employees and the school board. This is called the "ratification" process. The association then must communicate with all the employees to explain the new language and ask them to vote.

As a general rule, once the association's and district's bargaining teams have tentatively agreed proposals, they are obligated to recommend those proposals to their respective "organizations" for ratification. With few exceptions to do otherwise would most likely result in an "unfair labor practice".

### D. *Impasse*

There may come a time when both sides decide they cannot accept the proposals from the other side. They simply cannot reach agreement. This is called "impasse". Impasse can be declared by either side. The process then becomes more involved. If both parties agree, a mediator may be called in to attempt to resolve the dispute. If mediation is used but doesn't work, the parties then select an arbitrator from a list provided by the American Arbitration Association or the Federal Mediation and Conciliation Service. Hearing dates are selected and the arbitrator hears the issues at impasse with the respective parties' positions. Pre-hearing statements or briefs may be required as well as post-hearing briefs. Under NRS 288, the arbitrator's decision is final and binding on both parties. While either party may appeal the decision of the arbitrator to state district court, this rarely occurs. Unless the arbitrator's decision violates state statutes in some way, arbitrators' decision are seldom overturned by the courts

NRS 288 is designed to "force" the parties to reach agreement whenever possible. This is accomplished through what is called last-best-offer total package". Under this method, the arbitrator is required by law to accept either the association's position or the district's position totally. The arbitrator cannot "split the baby," by modifying certain issues or accepting only portions of each package.

Another feature of NRS 288 requires the arbitrator to determine the district's "ability to pay" when monetary issues are at impasse. This is called a "threshold issue."

Unless the district has agreed (stipulated) that it can afford to pay for the issue(s) at impasse, the first major order of business in the hearing is a determination of the ability to pay. The association through analysis of the district's budget and expert testimony must prove that the district can afford to pay for the issues which are before the arbitrator. It is this requirement in NRS 288 which requires that the association's negotiators understand and analyze the district's financial situation.

Once the hearing is concluded and any required briefs are filed, the law requires the arbitrator render a decision within ten days. As a practical matter, the ten day requirement is usually waived by the parties to give the arbitrator more time. A decision is usually rendered in about thirty days.

Often the parties will reach agreement just prior to, during, or following the arbitration hearing as a result of the "last-best" feature in the statute. Due to the possibility of total loss, the parties tend toward compromise whenever possible

Under NRS 288, the arbitrator can also order the parties to return to the bargaining table in an attempt to resolve the issues at Impasse, thereby postponing the hearing for a specific period of time

As a general rule, negotiations in Nevada under NRS 288 result in few arbitrations; less than 5% require an arbitration decision to resolve the issues.

Since the adoption of Nevada's bargaining statute and the twenty-six years of revision there have been no public employee strikes. Services to the public have continued without interruption in an atmosphere of compromise which we call "collective bargaining" or negotiations.

While various segments of both management and labor would choose to make changes in NRS 288, we cannot escape the conclusion that the statute works; services to the public are not interrupted and the parties are able to "peacefully" resolve their differences.

*Summary prepared by*  
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# WEA/UCN ANNUAL WILD ISLAND PICNIC



**250 Wild Island Court, Sparks  
Saturday, September 11<sup>th</sup>, 2010  
10:00am to 7:00pm  
Doors will open at 10:00am**

**We have reserved the whole park for association members and their families to enjoy!**

Come out for the wave pool and water slides, Miniature Golf and Indy Cars, Bowling and High Ballocity!

**A BBQ buffet will be available from 10:30 – 6:30**

**Music will be provided by Bluegrass band: "HOMEMADE JAM"**

**Admission: \$10/person\***

(Admission includes entry to all park attractions, tube rental, and the all-you-can-eat buffet.)

**FREE- 3 years old and younger**

***We must have an accurate count by September 2<sup>nd</sup>!***  
***RSVP to Val Friskey at [vfriskey@lyon.k12.nv.us](mailto:vfriskey@lyon.k12.nv.us) or 775-720-0072.***

American Fidelity, one of our endorsed companies, sponsors this event.

**FOR ASSOCIATION MEMBERS AND THEIR FAMILIES**

\*Because we subsidize a large portion of this event, one member is limited to no more than 10 guests.



## Discount Season Passes at Kirkwood

The Ormsby County Education Association and Lyon County Education Association have teamed up again to offer discounted season passes at Kirkwood. We have expanded our team to include members of any local affiliate of the Uniserv Council of Nevada, the Nevada State Education Association or the National Education Association. Kirkwood has expanded the offer to include your family, friends, and even friends of friends. Below are some details on the best deal on an unrestricted Kirkwood 2010-2011 Network pass.

- There are no blackout dates.
- Never miss a powder day.
- Ski or ride any weekend, any holiday and never have to wait in a ticket window line.
- Kirkwood gets the deepest and driest snow in the Sierra Nevada Mountains.

### **The price is only \$329\* per pass!**

(Order early to get next season's pass at a lower price.)

Network Pass Benefits: 2 per day \$10 off buddy tickets on weekends and holidays (\$20 off midweek), 20% off Sun-Friday lodging, 10% off logo items and pass holder pricing at ShopKirkwood.com.

Greetings! As your 10/11 Kirkwood Network Pass Representative, I'm happy to share with you this sale price of just \$329\* - the lowest of the season and the best deal anywhere, anytime on a full, every day, all day, unrestricted winter of Tahoe's best skiing and riding! Take advantage of this early-bird deal and purchase using the login below:

Network Log In: **fargan**

Network Password: **kirkwood68**

Purchase Your Pass Here:

<http://www.kirkwood.com/networkpass>

or

<https://skikirkwood.com/e-commerce/grpLogin2.aspx>

\*Network Pass Rate Increase Dates: April 25, 2010; September 6, 2010; December 20, 2010. Final Network Pass price is \$499.

Contact [Steve Fargan](mailto:lolo@loloville.com) at: [lolo@loloville.com](mailto:lolo@loloville.com) (home e-mail) if you have any questions.

# Know Your Negotiated Agreement

By Steve Fargan, LCEA President

Article 6 of the Negotiated Agreement covers many areas of Teacher Work Schedule. The areas covered include the following:

- The teacher's work year shall consist of 185 days for post-probationary teachers and 187 days for newly hired and/or probationary teachers.
- All full-time licensed personnel shall be required to work seven and one-half (7 ½) hours per day.
- A duty free lunch of not less than thirty (30) consecutive minutes must be provided.
- The School District shall provide at least 250 minutes during the teacher's normal work week for preparation time.
- At least three of the preparation times during the teacher's normal work week shall be a minimum of thirty minutes that are continuous, uninterrupted and duty free.

These are just a few of the many areas covered in Article 6. Look below at the complete language for further details and more important items concerning Teacher Work Schedule.

## ARTICLE VI TEACHER WORK SCHEDULE

### .1 TEACHING HOURS AND TEACHING LOADS

6-1-1 The teacher's work year shall consist of 185 days for post-probationary teachers and 187 days for newly hired and/or probationary teachers.

All full-time licensed personnel shall be required to work seven and one-half (7 ½) hours per day.

Unless excused by the administrator, as part of their professional responsibilities, teachers shall attend parent/teacher conferences, site open house, and/or graduation/promotion. When a school function is scheduled outside of the regular work day or contract year, there shall be compensation in time within that same school year.

REVISED 2007

Personal and Association business shall not be conducted during instructional time. The building administration working with a committee of teachers, selected by the teachers and agreed to by the Principal, which is representative of the grade levels in the school will make reasonable efforts to reduce non-instructional duty time for teachers and to equalize non-instructional duties of the teachers.

APPROVED 1991  
REVISED 1997  
REVISED 2001

In order that employees may begin planning and preparation for the coming school year, employees other than newly employed or transferred employees, shall be notified by the principal or supervisor by posting not later than the last day of the school year, a duty schedule for the coming school year showing tentative employee assignments including their programs for the coming school year, the schools to which they will be assigned, the grades and/or subjects that they will teach, the number of the classroom in which they will teach, and any special or unusual classes that they will have.

REVISED 2010

- 6-1-2 Teachers should not be required to serve as substitutes except when deemed necessary by the administrator in which event they shall be paid additional compensation at the rate of \$21.00 per hour.  
APPROVED 1981  
REVISED 1997  
REVISED 2005  
REVISED 2007
- 6-1-3 When a particular teacher or group of teachers receives administrative approval for a curriculum project, which requires special planning, adequate release time from classroom duties may be provided.
- 6-1-4 When a particular teacher or group of teachers receives administrative approval for a curriculum project to be carried out during the summer months, the teacher or group of teachers shall receive an agreed upon salary.
- 6-1-5 The District shall provide a duty free lunch of not less than thirty (30) consecutive minutes within the 7 ½ hour school day, however deviations may be made with the consent of the teacher. The thirty (30) minute lunch period may be modified on days when the school's normal schedule is altered.  
APPROVED 1983  
REVISED 2005
- 6-1-6 Except for emergency situations, as determined by the administration, legitimate efforts shall be made to give employees reasonable prior notice of meetings and training sessions where their presence is required. Should a teacher not be present for a meeting or training session, it shall be the teacher's professional responsibility to review and implement any and all information as all other staff members. It shall be the responsibility of the site administrator to provide the teacher with all pertinent materials.  
APPROVED 2001  
REVISED 2005

## .2 EXTRA CURRICULAR

- 6-2-1 Realizing that Class Advisors in Article XXII are activities which are a valid extension of a teacher's obligations, the following will be in effect:
- a) Teachers assigned as Class Advisors will be expected to carry out their responsibilities in full.
  - b) Student extra-curricular activities will be posted at least two weeks in advance, except when prevented by circumstances beyond the control of the administration, and the licensed personnel involved will be so notified of their duties in the particular activities.

REVISED 2007

### .3 PREPARATION TIME

6-3-1 The School District recognizes that preparation time during the teacher's workday is an important part of effective education. The School District shall provide at least 250 minutes during the teacher's normal work week for preparation time. However, a schedule outside of the regular five-day standard schedule, such as block and 75-30-75, may require an extended time period of scheduling to equalize preparation time. Preparation time shall be defined as structured time for preparation of lessons and correction of papers, planning instruction and coordinating with colleagues, contacting and conferencing with parents and administration. At least three of the preparation times during the teacher's normal work week shall be a minimum of thirty minutes that are continuous, uninterrupted and duty free. Early release or late start will not be considered preparation time, nor will any other professional development during the regular work day or contract time.

REVISED 1997  
REVISED 2001  
APPROVED 2007  
REVISED 2010

### .4 SCHOOL CALENDAR

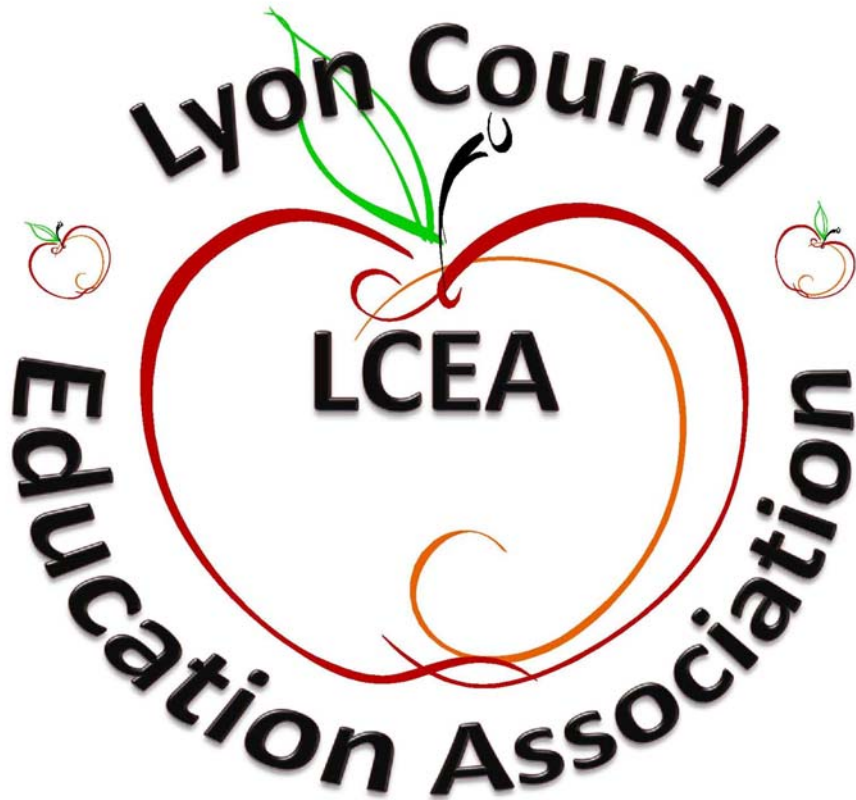
6-4-1 On or before March 1 of each year, the Association may develop a school calendar for the following year. The Association may submit the calendar to the District for its consideration.

APPROVED 1982

### .5 YEAR ROUND SCHOOL

6-5-1 In the event a Lyon County school goes on a year-round schedule, the District shall meet with the Association by the 4<sup>th</sup> week of the semester prior to the beginning of the year-round schedule to negotiate, pursuant to NRS 288, and related Articles of this Agreement.

APPROVED 1994  
REVISED 1999  
REVISED 2007



## ***Lyon County Education Association's Vision of Educators***

***We are educators. We need to educate the voting public and public officials. We have already endured more than enough cuts----made compromises and concessions. The voting public and public officials need to understand that educators contribute to the economy and make a positive difference.***