

Title 4 - Codification of Board Policy Statements

Chapter 4

PROFESSIONAL STAFF COLLECTIVE BARGAINING REGULATIONS

Section 1.	Introduction.....	2
Section 2.	Definitions	2
Section 3.	Right to Join Employee Organizations.....	4
Section 4.	Bargaining Unit.....	4
Section 5.	Representative Application	5
Section 6.	Election.....	6
Section 7.	Balloting Shall Be in Two Parts.....	6
Section 8.	Decertification.....	8
Section 9.	External Funding	9
Section 10.	Agreements Shall Be in Writing	9
Section 11.	Written Notice; Duration of Agreement	9
Section 12.	Informal Discussions	10
Section 13.	Scope of Collective Bargaining.....	10
Section 14.	Commencement of Negotiations.....	11
Section 15.	Use of Mediator.....	11
Section 16.	Selecting a Factfinder	11
Section 17.	Recommendation of Factfinder.....	12
Section 18.	Deadlock.....	13
Section 19.	Strikes; Lockouts.....	13
Section 20.	Injunctions.....	14
Section 21.	Violations.....	14
Section 22.	Suspension of Striking Employees.....	15
Section 23.	System Prohibitions	15
Section 24.	Employee Prohibitions.....	16

Section 1. Introduction

1. This chapter shall be known and may be cited as the Nevada System of Higher Education (NSHE) Professional Employee Collective Bargaining Regulations.
2. These regulations have been adopted by the Board of Regents of the NSHE under the Board's authority established by Article 11, Section 4 of the Nevada Constitution to manage and control the government and the essential functions of the University of Nevada.

(B/R 2/90)

Section 2. Definitions

As used in this chapter, unless the context otherwise requires, the words and terms defined in this section shall have the following meanings ascribed to them:

1. "Adjunct faculty member" means any individual holding a professional position with any member institution or unit of the System, except as a clinical faculty member, for which the individual receives no salary.
2. "Administrator" means any Assistant or Associate Dean, Dean, Vice President, President, Deputy Treasurer, Assistant Chief Counsel, Vice Chancellor, Chancellor, professional employee in the Presidents' or the Chancellor's Office(s), Secretary to the Board of Regents, confidential, supervisory or managerial employee or assistant to any of the above named administrators.
3. "Board of Regents" means the board specified in Section 4 of Article 11 of the Nevada Constitution, and constituted pursuant to *Nevada Revised Statutes* 396.040, which controls the NSHE.
4. "Chancellor" means the Chancellor of the NSHE.
5. "Clinical faculty member" means any individual holding a professional position with the University of Nevada School of Medicine or the Orvis School of Nursing, University of Nevada, Reno, for which the individual receives no salary.
6. "Community college bargaining unit" means a bargaining unit consisting of the professional employees of one or more community colleges of the System who have elected to belong to the bargaining unit.
7. "Confidential employee" means any employee who works in a Personnel Office or has, as part of his or her regular duties, access to management information, personnel information affecting employee relations or confidential information used by management in collective bargaining, or any employee in the Offices of the Chancellor or the Presidents.
8. "Employee" means any individual employed by a member institution or unit of the System.
9. "Employee organization" means any organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of collective bargaining.

10. "Managerial employee" means any individual employed in a position in which the principal functions performed are characterized by the administration of collective bargaining agreements or major personnel decisions, or both, including the staffing, hiring, firing, transferring, laying off, disciplining, evaluating, promoting or training of professional employees.
11. "Member institution " means the University of Nevada, Reno; the University of Nevada, Las Vegas; the Desert Research Institute; the Nevada State College, Henderson; the College of Southern Nevada; the Great Basin College; the Truckee Meadows Community College; or the Western Nevada College.
12. "President" means the chief administrative officer of the University of Nevada, Reno; the University of Nevada, Las Vegas; the Desert Research Institute; the Nevada State College, Henderson; the College of Southern Nevada; the Great Basin College; the Truckee Meadows Community College; or the Western Nevada College.
13. "Professional employee" means any employee issued a contract or letter of appointment by a member institution or unit of the System for employment in the professional service of the System for a period exceeding six months at .50 FTE or more, but excluding adjunct faculty members, administrators and clinical faculty members.
14. "Strike" means any concerted action of the following types:
 - a. Stoppage of work, slowdown or interruption of operations by employees of a member institution or unit of the System;
 - b. Absence from work by employees of a member institution or unit of the System upon any pretext or excuse, including but not limited to illness, which is not founded in fact; or
 - c. Interruption of the operations of a member institution or unit of the System by an employee organization.
15. "Supervisory employee" means any individual in a position in which the principal functions are characterized by two or more of the following:
 - a. Performing such management duties as scheduling, assigning, overseeing or reviewing the work of subordinate employees, or effectively recommending the same; or
 - b. Performing such duties as are distinct and dissimilar from those performed by the employees supervised; or
 - c. Exercising judgment in adjusting grievances, applying other established personnel policies and procedures and in enforcing the provisions of the collective bargaining agreement, or effectively recommending the same; or

- d. Establishing or participating in the establishment of performance standards for subordinate employees and taking corrective measures to implement those standards, or effectively recommending the same, provided, that in connection with any of the foregoing, the exercise of such functions or authority is not merely of a routine or clerical nature, but requires the use of independent judgment.

16. "System" means the NSHE.

17. "System bargaining unit" means a bargaining unit consisting of the professional employees of the two universities of the System, the Desert Research Institute, the state college, and one or more, if any, of the community colleges of the System whose professional employees have elected not to belong to the community college bargaining unit.

18. "Unit" means any component of the NSHE.
(B/R 2/05)

Section 3. Right to Join Employee Organizations

It is the right of every professional employee of the System who is not specifically excluded by this chapter, to join any employee organization of his or her choice or to refrain from joining any such organization. The System shall not discriminate in any way among its employees on account of advocacy of membership or non-membership in any such organization.

(B/R 2/90)

Section 4. Bargaining Unit

1. For the purposes of this chapter, except as otherwise provided herein, all of the professional employees of the System are deemed by the Board of Regents to have a substantial community of interest and shall constitute one bargaining unit only.
2. If the conditions specified in Sections 5, 6 and 7 of this chapter for establishing two bargaining units are met, then there shall be two bargaining units only as provided herein, one of which shall be the System bargaining unit and one of which shall be the community college bargaining unit.
3. If a majority of the department chairs or those professional employees whose duties are functionally equivalent to department chairs in a unit, not otherwise excluded from a collective bargaining unit as provided in this chapter, specify that they wish to be included in the collective bargaining unit, they shall be included in the collective bargaining unit, but otherwise they shall not be included in the collective bargaining unit. Such employees will notify the President of their preference as to inclusion or exclusion from the collective bargaining unit at least ten calendar days prior to any election held under this chapter.

(B/R 2/90)

Section 5. Representative Application

1. An employee organization seeking to represent System employees in their employment relationship must submit an application in writing to the Chancellor and include the following:
 - a. A copy of its articles of incorporation;
 - b. A copy of its bylaws;
 - c. A roster of its officers and representatives, including name, address, and official function or title;
 - d. Identification of the unit sought for representation; and
 - e. Signed evidence of interest in being represented by the employee organization from no less than 30 (thirty) percent of all of the eligible professional employees contained in the unit sought.
 - f. In order to establish a single, separate community college bargaining unit, an application must also contain signed evidence of interest in being represented by an employee organization in such a community college bargaining unit from no less than 30% (thirty percent) of all of the eligible professional employees of any community college in the System whose faculty may desire to collectively bargain, and this shall authorize the Board of Regents to hold a representation election, as provided in Sections 6 and 7 of this chapter, only among the professional employees of the community college(s) whose faculty have submitted an application required by this section through an employee organization. Any other community college professional employees may participate in the election by submitting an application through an employee organization as required by this section no later than ten calendar days prior to the date of the scheduled election.
2. Any revision or changes as to paragraphs a., b., and c. of subsection 1 shall be furnished to the Chancellor and to each member of the employee organization.
(B/R 2/90)

Section 6. Election

1. Upon verification by the Chancellor that the above requirements have been met, the Chancellor shall place the application for recognition on the agenda as an action item of the next regularly scheduled meeting of the Board of Regents. The Board of Regents shall at that meeting provide for the American Arbitration Association to conduct an election in accordance with its rules. The election by secret ballot among the employees for whom representation is sought shall be held no sooner than 15 calendar days and no longer than 30 calendar days from the date of the Board of Regents meeting at which the request was presented.
2. Ballots for the election shall be mailed to all eligible professional employees for the bargaining unit involved. The professional employees receiving the ballots shall be given the option, to be stated on the ballot, of casting their votes either by return mail or in person at designated voting locations and at designated times and dates.

(B/R 2/90)

Section 7. Balloting Shall Be in Two Parts

1. In an election among the employees for whom representation is sought, two issues may be placed on the same ballot, the first of which in all events must be placed on the ballot and the second of which must be placed on the ballot only if two or more employee organizations have applied for representation of professional employees.
2. In only one employee organization has applied for representation of professional employees, the first part of the ballot shall be worded as follows: (Name of employee organization) has applied to represent all of the eligible professional employees in (identify the bargaining unit) for purposes of collective bargaining with the NSHE. If a majority of all of the eligible professional employees in the bargaining unit for whom representation is sought vote "yes", then (name of employee organization) shall be elected to serve as the professional employees' bargaining agent.

Vote for one alternative:

_____ Yes, I want (name of employee organization) designated as my agent for collective bargaining purposes.
(B/R 2/90)

_____ No, I do not want collective bargaining.

3. If two or more employee organizations have applied for representation:
 - a. The first part of the ballot shall be worded as follows: Several employee organizations have applied to represent all the eligible professional employees in (identify the bargaining unit) for purposes of collective bargaining with the NSHE. If a majority of all of the eligible professional employees in the bargaining unit for whom representation is sought vote "yes", then one of the employee organizations on the second part of the ballot shall be elected to serve as the professional employees' bargaining agent.

Vote for one alternative:

_____ Yes, I want (name of employee organization) designated as my agent for collective bargaining purposes.
(B/R 2/90)

_____ No, I do not want collective bargaining.

- b. If a majority of all of the eligible professional employees in the unit for whom representation is sought fail to vote "yes", the party or organization conducting the election shall not count the votes cast for labor organizations on the second part of the ballot.
- c. The second part of the ballot shall be worded as follows: If a majority of all of the eligible professional employees in the bargaining unit for whom representation is sought vote "yes" in favor of designating an agent for collective bargaining purposes, one of the following organizations shall be so designated. Regardless of how you voted on the first part of the ballot, vote for one of the organizations listed below to serve as agent for collective bargaining purposes. The employee organization receiving a majority of the votes cast shall be elected to serve as the professional employees' bargaining agent, provided the requisite minimum number of "yes" votes has been cast in the first part of the ballot.

_____ (organization)

_____ (organization)

_____ (organization)

- 4. After the Board of Regents has set the date of the election, additional employee organizations seeking to represent the eligible professional employees of the unit in question may file an application with the Chancellor no later than ten calendar days prior to the election. The application shall contain the information specified in Section 5, subsections a. through d. of this chapter. If the application contains signed evidence of interest in being represented by the employee organization from no less than 10 (ten) percent of all the eligible professional employees contained in the unit in question, the organization shall be included on the ballot of the election.
- 5. The results of the election shall be binding on all parties as of the date certified by the party or organization conducting the election, and no other application or elections involving the same bargaining unit shall be accepted or permitted for a period of one calendar year from the date of the certification, with the exception of a runoff election which might be necessitated where no employee organization received a majority of the votes cast in a two part ballot. Runoff elections shall be held no sooner than five calendar days and no longer than ten calendar days after the election. Only the top two vote-getting employee organizations from the previous election shall be listed on the ballot for the runoff election. The employee organization receiving a majority of the votes cast in a runoff election shall be elected to serve as the professional employees' bargaining agent.

6. When an election is held only among the eligible professional employees of one or more community colleges, as provided in Section 5(1)(f) of this chapter, the following procedures shall be in effect:
 - a. If a community college bargaining unit is established as provided in Sections 5, 6 and 7 of this chapter and if the professional employees of one or more community colleges have also elected not to belong to the community college bargaining unit as provided in those sections, the professional employees of any such nonparticipating community college may seek to join the community college bargaining unit at a later time by filing an application through an employee organization and by participating in an election under the provisions of Sections 5, 6 and 7 of this chapter. However, such an application may not be filed for a period of more than 180 calendar days nor less than 120 calendar days before the date of expiration of any bargaining agreement then in existence under this chapter. The ballot shall be limited to the single issue of whether the professional employees of the community college(s) involved wish to be represented or not by the employee organization already representing the professional employees who are already in the bargaining unit. For this purpose the ballot established in Section 7(2) of this chapter shall be used.
 - b. After the professional employees of any community college elect to belong to a single, separate community college bargaining unit, the professional employees of a community college in the unit cannot choose to leave the community college bargaining unit. This paragraph shall not be deemed to prohibit the decertification, under Section 8 of this chapter, of an employee organization representing all of the professional employees of the community college bargaining unit.

(B/R 2/90)

Section 8. Decertification

1. Except during the calendar year specified in Section 7 of this chapter, the System will withdraw recognition of an employee organization if the subject organization has been decertified within the provisions of this section by a majority vote of all eligible professional employees of the bargaining unit represented.
2. Decertification shall be initiated by one of the following methods:
 - a. Members of the negotiating unit seeking to decertify a recognized employee organization must submit notice of intent in writing to the Chancellor and the employee organization and include signed evidence of intent to decertify from no less than 30 (thirty) percent of the eligible professional employees in the unit represented by the recognized employee organization; or
 - b. The Chancellor notifies the Board of Regents that the Chancellor has a good faith reason to believe that the presently certified employee organization representing the bargaining unit is no longer supported by a majority of the professional employees of the bargaining unit. The American Arbitration Association shall also be notified of this belief by the Chancellor and the Association shall be requested to review the matter upon appropriate hearing and report to the Board of Regents on whether the Chancellor's action is justified. The Board shall take no action on the matter unless the American Arbitration Association indicates that the Chancellor's notification is justified.

3. Upon a finding by the Board of Regents that the above requirements have been met, an election shall be scheduled in a manner consistent with the procedures specified for elections in Section 6 of these regulations.
4. No action to decertify shall be considered during the effective term of a bargaining agreement except for a period of not more than 180 calendar days to not less than 120 calendar days before its date of termination. For the purposes of timeliness of notice, an existing written collective bargaining agreement for a term in excess of two years shall be treated as a two-year agreement.

(B/R 2/90)

Section 9. External Funding

The System is constrained by funding resources external to its control and subject to approval by bodies not participant in negotiations such as are provided by these regulations. No provision of any bargaining agreement negotiated pursuant to this chapter which requires the expenditure of funds for any purpose shall be effective unless and until funds are appropriated and are made available to the System by the Nevada Legislature. It is therefore imperative that the negotiating parties function in a spirit of mutual respect and cooperation toward the achievement of their common, as well as individual, objectives.

(B/R 2/90)

Section 10. Agreements Shall Be in Writing

1. It is the duty of the System and the employee organization designated as the bargaining agent for the unit to negotiate in good faith through their chosen representatives as required by this chapter.
2. All agreements reached shall be reduced to writing and submitted for ratification to the professional employees represented by an employee organization and to the Board of Regents. If the agreement is ratified by both parties, then it shall be signed by legally empowered representatives.

(B/R 2/90)

Section 11. Written Notice; Duration of Agreement

Whenever a recognized employee organization or the Board of Regents desires to negotiate concerning any matter which is subject to negotiation pursuant to this chapter, it shall provide written notice to the other party. The employee organization and the Board of Regents may not provide written notice to the other party for a period of 60 calendar days from the date of certification of the election by the party or organization conducting the election. Collective bargaining agreements resulting from such negotiations shall be for duration of not less than two years, with this agreement duration to be congruent with the fiscal biennium concept used within the System. The minimum duration required by this section does not preclude agreements for more than two fiscal years, nor does the minimum duration apply to the initial agreement negotiated between the System and the employee organization.

(B/R 2/90)

Section 12. Informal Discussions

These regulations neither preclude nor require informal discussion between an employee organization and the System of any matter which is not subject to mandatory collective bargaining negotiations or a collective bargaining agreement under this chapter. Any such informal discussion is exempt from all requirements of notice or time schedule.

(B/R 2/90)

Section 13. Scope of Collective Bargaining

1. The scope of mandatory collective bargaining negotiations under this chapter shall be limited to the following topics:
 - a. Salary or wage rates or other forms of direct monetary compensation.
 - b. Sick leave.
 - c. Vacation leave.
 - d. Holidays.
 - e. Other paid or nonpaid leaves of absence.
 - f. Insurance benefits.
 - g. Total hours of work required of a professional employee on each work day or work week.
 - h. Total number of days worked required of a professional employee in a work year.
 - i. Discharge and disciplinary procedures.
 - j. Recognition clause.
 - k. Deduction of dues for the recognized employee organization.
 - l. Protection of employees in the bargaining unit from discrimination because of participation in recognized employee organizations consistent with the provisions of this chapter.
 - m. Grievance and arbitration procedures for resolution of disputes relating to interpretation or application of collective bargaining agreements.
 - n. General savings clauses.
 - o. Duration of collective bargaining agreements.
 - p. Safety of the employee.
 - q. Procedures for reduction or addition in work force.

2. All provisions of the NSHE Code, institutional bylaws and all other policies, procedures, rules and regulations of whatever nature of the NSHE, its member institutions or any other unit of the System, not specifically modified by the terms of any collective bargaining agreement made pursuant to this chapter, shall remain in force and effect unless and until modified by the appropriate System authority, which it may do at any time.
 3. Except as modified in collective bargaining agreement regarding the topics enumerated in paragraph 1 above, the Board of Regents, in accordance with its authority under Article 11, Section 4 of the Nevada Constitution, has retained and will continue to retain, whether exercised or not, the sole right, responsibility, authority or prerogative to make rules for the government of the NSHE and shall determine the mission, means, number and types of personnel, as well as the general policies of the NSHE, its member institutions and any unit of the System including, but not limited to, those concerning academic, curricular, programmatic, financial and personnel matters.
- (B/R 2/90)

Section 14. Commencement of Negotiations

The recognized employee organization and the System's negotiating representatives designated by the Board of Regents shall promptly commence negotiation upon receipt of notice as specified in Section 11 of this chapter.

(B/R 2/90)

Section 15. Use of Mediator

During the course of negotiations, the parties may mutually agree to utilize the services of a mediator to assist them in resolving any dispute. If the parties agree to utilize a mediator, but are unable to agree on the identity of a mediator, either party may request from the American Arbitration Association, a list of seven potential mediators who have a background in postsecondary education. The parties shall, within three days after receipt of the list, select their mediator from this list by alternately striking one name until the name of only one mediator remains, who will be the mediator to consider the dispute in question. The employee organization shall strike the first name. The mediator shall have the authority to schedule meetings between the parties. The System and the employee organization each shall pay one half of the cost of mediation; however, each party shall pay its own costs incurred in the preparation and presentation of its case.

(B/R 2/90)

Section 16. Selecting a Factfinder

1. If after 60 calendar days following receipt of notice of desire to negotiate, the parties have not reached agreement, and mediation, if undertaken, has been unproductive, either party may request that the dispute be submitted to an impartial factfinder for findings and recommendations. These findings and recommendations are not binding on the parties.

2. If the parties are unable to agree on an impartial factfinder within five calendar days after a request for submission of the dispute to a factfinder has been made, either party may request from the American Arbitration Association, a list of seven potential factfinders who have a background in postsecondary education factfinding. The parties shall, within three calendar days, select their factfinder from this list by alternately striking one name until the name of only one factfinder remains, who shall be the factfinder to hear the dispute in question. The employee organization shall strike the first name.
3. The System and the employee organization shall each pay one half of the cost of factfinding, but each party shall pay its own costs incurred in the preparation and presentation of its own case in factfinding.
4. The powers of the factfinder selected are limited exclusively to an examination, report, and recommendations pertaining to the disputed subjects jointly submitted by the System and employee organization and the factfinder shall not address any other issue.
5. The factfinder shall report the factfinder's findings and recommendations only to the parties joining in submittal of the dispute. These findings and recommendations shall be in writing and shall be delivered within 30 calendar days after the conclusion of the factfinding hearing. The factfinder is prohibited from disclosing the findings and recommendations, including public media disclosure, without the prior written consent of the parties originally submitting the dispute to the factfinder's jurisdiction.
6. If, during the course of factfinding hearing,
 - a. It appears that the financial ability of the System to comply with a request is a substantial issue; and
 - b. The Legislature is then in a session at which appropriation of money for the support of the System or authorization of expenditures by the System may be made, the hearing shall be stayed until the expiration of ten days after the adjournment sine die of the Legislature.

(B/R 2/90)

Section 17. Recommendation of Factfinder

1. Any factfinder shall base the factfinder's recommendation on the following criteria:
 - a. A preliminary determination shall be made as to the financial ability of the System, based on existing available revenues, to comply with the request of the employees' organization, and the reasonableness of such request, and with due regard for the obligation of the University to provide instruction, research and public services at a System level and instruction at a community college level;
 - b. A comparison shall be made of the annual income and benefits of the professional employees in question with the annual income and benefits of professional employees with like or similar qualifications, skills, training and experience performing the same or similar work under the same or similar working conditions in comparable institutions;

- c. A consideration shall be made of the impact on and consistency of treatment of such proposals on the other employees of the System; and
 - d. The interest and welfare of the public.
2. The factfinder's written report shall state the facts upon which the factfinder based the recommendation.
(B/R 2/90)

Section 18. Deadlock

1. If the parties have negotiated in good faith and have been unable to reach an agreement, and have utilized the factfinding procedure and are still unable to resolve their differences and negotiate a settlement within 45 calendar days of receipt of the factfinder's report, a negotiation deadlock shall be considered to exist.
2. When a negotiation deadlock exists, the report of the factfinder may be made public by either party along with any statements issued by the employee organization or the Board of Regents.
3. Within ten calendar days of release of the factfinder's report, the parties shall again meet and attempt to reach an agreement.
4. Nothing in this chapter shall be interpreted as requiring either the employee organization or the Board of Regents to agree to a settlement.
(B/R 2/90)

Section 19. Strikes; Lockouts

1. The Board of Regents finds as facts:
 - a. That some of the services provided by the System are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety, and welfare of the people of the State of Nevada;
 - b. That the continuity of such services is likewise essential, and their disruption incompatible with the responsibility of the state to its people, and;
 - c. That every person who enters or remains in the employment of the System accepts the facts stated in paragraphs a. and b. as an essential and non-negotiable condition of his or her employment.
2. The Board of Regents therefore declares it to be the public policy of the NSHE that strikes against the System are contrary to these regulations.

3. The Board of Regents acknowledges that the facts noted above must also lead to the conclusion that it would be contrary to public policy for the Board of Regents to prohibit its employees to work by virtue of a "lockout" and pledges that no "lockout" shall occur. However, if any employee is unable to work because equipment or facilities are not available due to a strike, work stoppage, or slowdown by any other employees, such inability to work shall not be deemed a lockout under the provisions of this section. In the event of a lockout the System shall be liable to the employee organization for reasonable damages. In no event shall these damages exceed the wages which would have been earned had the employees not been locked out.

(B/R 2/90)

Section 20. Injunctions

If a strike occurs or is threatened against the System, the System may apply to a court of competent jurisdiction to enjoin such strike. The application shall set forth the facts constituting the strike or threat to strike.

(B/R 2/90)

Section 21. Violations

If a strike or violation is commenced or continued in violation of a court order issued pursuant to Section 20, the System may, in conformity with due process as specified in a collective bargaining agreement, if such collective bargaining agreement exists, or in conformity with the NSHE Code if a collective bargaining agreement is not in existence:

1. Dismiss all or any of the employees who participate in such strike or violation;
2. Cancel the contracts of employment of all or any of the employees who participate in such strike or violation;
3. Cancel any existing collective bargaining agreement with the employee organization participating, or whose members are participating, in such strike or violation and refuse to bargain or negotiate with such organization until a new election has been held in conformity with this chapter.
4. In the case of any strike, slowdown, or other suspension of work not authorized by the employee organization, its officers or agents, the Board of Regents declares that such violation shall not cause the employee organization, its officers or agents, to be liable for damages; provided the employee organization complies fully with the following:
 - a. The employee organization's obligation to take action shall commence immediately upon receipt of notice from the Chancellor that a violation has occurred.
 - b. Immediately upon receipt of such notice the responsible employee organization representative shall immediately notify in writing those employees responsible for or participating in such violation, and also talk with those same employees, stating to them that
 - (1) their action is in violation of these regulations, subjecting them to discharge or discipline;

- (2) the employee organization will not oppose their discharge or discipline;
 - (3) the employee organization has not authorized the strike, slowdown, or suspension of work and does not approve or condone it;
 - (4) the employee organization instructs the employees to return to work immediately.
5. If the due process hearing procedures of a collective bargaining agreement or the NSHE Code provide for the participation of professional employees of the collective bargaining unit involved and, if, as a result of the strike or violation, such professional employees neglect, refuse or fail to participate in such due process hearing procedures, the System may utilize professional employees from any institution of the System to participate in such due process hearing procedures.
- (B/R 2/90)

Section 22. Suspension of Striking Employees

If a strike occurs in violation of this chapter, the System may immediately suspend from its payroll all participating employees. Such suspension shall be in conformity with due process. Such payroll moneys shall not be recoverable by the employees involved but shall revert to the governmental fund or accounts from which they are derived.

(B/R 2/90)

Section 23. System Prohibitions

It is prohibited for the System or its designated representatives to:

1. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under this chapter;
2. Dominate, interfere, or assist in the formation or administration of any employee organization;
3. Discriminate in regard to hiring or any term or condition of employment in order to encourage or discourage membership in any employee organization;
4. Discharge or otherwise discriminate against any employee because the employee signed or filed an affidavit, petition or complaint or given any information or testimony under this chapter, or because he has formed, joined or chosen to be represented by any employee organization;
5. Refuse to bargain collectively in good faith with an employee organization as required by this chapter.

(B/R 2/90)

Section 24. Employee Prohibitions

It is prohibited for an employee of the System, or for an employee organization or its designated agents to:

1. Interfere with, restrain or coerce any employee in the exercise of any right guaranteed under this chapter;
2. Cause or attempt to cause the System or any of its representatives to discriminate in regard to hiring or any term or condition of employment in order to encourage or discourage membership in any employee organization,
3. Refuse to bargain collectively in good faith with the System as required by this chapter if the employee organization is designated as the bargaining agent for the unit.
4. Discriminate against any employee because of membership or nonmembership in any employee organization.

(B/R 2/90)