

NEVADA STATE LAW IS CLEAR!

As A Teamster You Will Be Protected

When you vote to form your union with the Teamsters, the Clark County School District must continue your current benefits and protections until a new Teamsters contract is negotiated. This is called "*status quo*."

All support staff for the Clark County School District, regardless of whether you are a member of ESEA or not, are entitled to vote in the election.

Everything you have now will remain the same and be protected, until you negotiate a Teamster contract to improve your working conditions.

If you're interested in learning more about "*status quo*" and your rights, read this explanation from McCracken, Stemerma & Holsberry, Attorneys at Law with offices in Las Vegas:

October 29, 2014

*McCracken, Stemerma & Holsberry
Attorneys at Law*

Larry Griffith
Teamsters Local 14
1250 South Burnham Ave.
Las Vegas NV 89104-1921

Re: Clark County School District Support Staff Election

Dear Mr. Griffith:

You stated that some School District employees have been told that if Teamsters Local 14 wins the election between Local 14 and ESEA, the employee will lose their benefits and other protections in their collective bargaining agreement. That is incorrect. The collective bargaining agreement with ESEA will be void because ESEA will no longer represent the employees, the School District will be required to maintain the status quo. If School District employees choose to replace ESEA with Local 14, then the School District will not be permitted to change employees' terms and conditions of employment while School District bargains with Local 14 for a new contract. The following decisions make this rule clear. The status quo rule applies when a collective bargaining agreement is no longer in effect:

It is the duty of the employer to maintain the status quo during the period following expiration of a collective bargaining agreement and [while] negotiation of a successor agreement is in

process. To implement a change in wages, hours or working conditions other than was negotiated in the expired contract would improperly alter this static requirement. When no collective bargaining agreement is in place, the status quo can only be maintained by continuing past practices while the parties negotiate the initial agreement.

Stationary Engineers Local 39 v. Airport Auth. Of Washoe County, Item No. 133, EMRB Case No. A1-045349, at 5 (1982). The same rule applies, even when employees decide to replace the existing union with a new union, as would be the case if CCSD employees vote to replace ESEA with Local 14:

[T]he law is clear that when one union replaces another as the employees' bargaining representative, the employer is obligated to maintain existing terms and conditions of employment during negotiations for a new collective bargaining agreement. Although the contract between an employer and an incumbent union is terminated when another union supersedes it, the employer is obligated to maintain the status quo memorialized in the contract until an agreement or a lawful impasse has been reached with the new union.

CoFire Paving Corp., 359 NLRB No. 10, at slip op. 5 n.15 (2012).

Please let me know if you have any additional questions.

Sincerely,
Kristin L. Martin

KLM/dl
cc: Scott Greenberg, CCSD



CCSD TEAMSTERS: Real UNION, Real POWER

To find out more, call **Grant Davis** with Teamsters Local 14 at **702-384-7841, ext. 25** or email **yourvotecounts2015@gmail.com**. Visit us online, **www.teamster.org/CCSDTeamsters**, and on Facebook, **<https://www.facebook.com/CCSDTeamsters>**. Text **CCSD** to **86466** for updates*

*Standard message and data rates from your carrier may apply.