

IN THE SUPREME COURT OF NEVADA

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Sup. Ct. No. 68975
Tracie K. Lindeman
Clerk of Supreme Court
Dist. Ct No.:A-12-661726-C
Dept. No. XXVIII

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NEVADA YELLOW CAB)
CORPORATION, NEVADA)
CHECKER CAB CORPORATION,)
NEVADA STAR CAB)
CORPORATION,)

Petitioners,)

vs.)

THE EIGHTH JUDICIAL DISTRICT)
COURT of the State of Nevada, in)
and For the County of Clarki, and)
THE HONORABLE RONALD J.)
ISRAEL, District Judge,)

Respondents,)

AND)

CHRISTOPHER THOMAS and)
CHRISTOPHER CRAIG,)

Real Parties in Interest)

APPENDIX TO
AMICUS BRIEF OF INDUSTRIAL TECHNICAL PROFESSIONAL
EMPLOYEES UNION/OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 4873, AFL-CIO IN SUPPORT OF
RESPONDENT'S ANSWERING BRIEF

RICHARD SEGERBLOM
Law Office of Richard Segerblom, Ltd.
700 S. 3rd St.
Las Vegas, NV 89101
Tel (702) 388-9600
Fax (702) 385-2909
rsegerblom@lvcoxmail.com

Attorney for Amici

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LEON GREENBERG, ESQ., SBN 8094
DANA SNIEGOCKI, ESQ., SBN 11715
Leon Greenberg Professional Corporation
2965 South Jones Blvd- Suite E3
Las Vegas, Nevada 89146
(702) 383-6085
(702) 385-1827(fax)
leongreenberg@overtimelaw.com
dana@overtimelaw.com

Attorneys for Plaintiffs

DISTRICT COURT
CLARK COUNTY, NEVADA

CHRISTOPHER THOMAS, and)	Case No.:	A-12-661726-C
CHRISTOPHER CRAIG,)	Dept.:	XXVIII
Individually and on behalf of)		
others similarly situated,)		
)		
Plaintiffs,)		
)		
vs.)		
)		
NEVADA YELLOW CAB)		
CORPORATION, NEVADA CHECKER)		
CAB CORPORATION, and NEVADA)		
STAR CAB CORPORATION,)		
)		
Defendants.)		

Parker "Sam" Moffitt, hereby affirms under penalty of perjury that:

1. I am currently the chief shop steward for the taxi drivers employed by Nevada Yellow Cab Corporation, Nevada Checker Cab Corporation and Nevada Star Cab Corporation ("Yellow Checker Star" or "YCS") in this case. Those taxi driver employees are represented by the Industrial Technical and Professional Employees union, Local 4873 ("ITPE"), of which I am a member and which has appointed me to

1 my position as chief shop steward for those employees. The ITPE
2 has been the certified labor union representing the taxi driver
3 employees of YCS from before 2006 and through the current date.
4 During that time it has been a party to a series of collective
5 bargaining agreements ("CBA's") with YCS governing the employment of
6 all of the YCS taxi drivers with the current CBA having been entered
7 into in 2013 and expiring in July of 2017. I have been intimately
8 involved with the negotiations between the ITPE and YCS in respect
9 to the CBA's that have been agreed upon since 2005. As a member of
10 the bargaining committee of the ITPE for the YCS taxi drivers I
11 attended almost all of the meetings held with the representatives of
12 YCS in connection with those CBA negotiations since 2005 and I am
13 one of the signatories for the ITPE of both the 2008 and 2013 CBA
14 with YCS.

15 2. Since 2006, when Section 16, Article 15 was added to the
16 Nevada Constitution to grant minimum wage rights to employees, YCS
17 has repeatedly requested that the ITPE agree to waive those minimum
18 wage rights in its CBA for the YCS taxi drivers. Those requests by
19 YCS began no later than 2008 when a new CBA was being negotiated. I
20 know that for a fact because I was present at negotiating meetings
21 with YCS where that request was presented to the ITPE by YCS.

22 3. The ITPE refused the 2008 request by YCS that it agree to a
23 CBA that would waive the minimum wage rights of Section 16, Article
24 15 of the Nevada Constitution. The ITPE had no interest in
25 negotiating away that right and did not propose any concessions from
26 YCS be granted in exchange for such a waiver. A new CBA was agreed
27 upon by YCS and the membership of the ITPE in 2008 that did not
28 include any waiver of those minimum wage rights. When the

1 subsequent CBA negotiations began in 2012 one of the negotiating
2 request of YCS was, again, that the ITPE agree to a CBA that waived
3 the minimum wage rights of Section 16, Article 15 of the Nevada
4 Constitution.

5 4. The CBA negotiations between YCS and the ITPE in 2012 were
6 very acrimonious and unsuccessful. The ITPE called a strike which
7 lasted for 60 days in 2013 before a new CBA was negotiated and
8 agreed upon. That new CBA also did not waive the minimum wage
9 rights of the YCS taxi drivers under Section 16, Article 15 of the
10 Nevada Constitution. The ITPE never proposed to YCS waiving those
11 rights as a trade off for other concessions from YCS at anytime
12 during the negotiations leading up to the 2013 CBA.

13 5. The ITPE, as directed by its members, the YCS taxi drivers,
14 fought to preserve the rights of the YCS taxi drivers to minimum
15 wages, which came into existence with the amendment of the Nevada
16 Constitution in 2006 to add Section 16, Article 15. That position
17 by the ITPE was different from that taken by the other union
18 representing Las Vegas area taxi drivers, the United Steel Workers
19 (the "USW), which acceded to taxi company employers requests for
20 such a waiver in the USW CBA's starting in 2008.

21 6. The fight that the ITPE members, the YCS taxi drivers,
22 have engaged in to preserve their minimum wage rights under Section
23 16, Article 15 of the Nevada Constitution, and not waive them in
24 their CBA, has been costly. The 2013 strike called by the ITPE
25 imposed a significant hardship on the ITPE and YCS taxi drivers and
26 their families who lost a large amount of wages while on such a
27 lengthy strike. If the YCS taxi drivers had agreed to waive those
28 minimum wage rights in the 2013 CBA negotiations it would have been

1 easier to secure a new CBA, either without any strike or through a
2 shorter strike. Presumably the ITPE in exchange for waiving those
3 rights could have secured other valuable CBA terms from YCS that
4 would have benefitted the YCS taxi drivers. Instead of securing
5 such other valuable CBA terms for the benefit of the YCS taxi
6 drivers the ITPE, at the behest of its members, the YCS taxi
7 drivers, negotiated to have their CBA preserve the minimum wage
8 rights of the YCS taxi drivers.

9

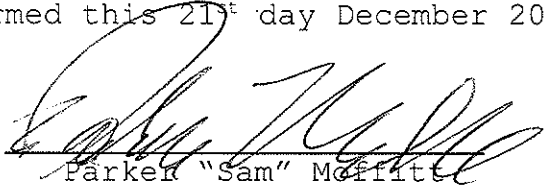
10 I have read the foregoing and affirm the same is true and correct.

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12 Affirmed this 21st day December 2015

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Parker "Sam" Merritt

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