

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

C.A. NO.

VEOLIA TRANSPORTATION)
SERVICES, INC.)

Plaintiff)

v.)

UNITED STEELWORKERS)
AFL-CIO-CLC)
Local 8751 and John Does 1-100,)

Defendants)

Emergency Request
for Injunction

VERIFIED COMPLAINT

1. This is a complaint for an injunction against an unlawful wildcat strike over issues that are subject to the mandatory binding arbitration pursuant to a Collective Bargaining Agreement between the parties.

Parties

2. Plaintiff Veolia Transportation Services, Inc. (“Veolia”), is a Delaware corporation with its principal place of business at One Mid America Plaza, Suite 401, Oakbrook Terrace, IL 60181-7320, qualified to do business within the Commonwealth of Massachusetts and having an office at 101 Federal Street, Boston, Suffolk County, Massachusetts 02110.

3. Veolia is an “employer” as that term is defined in the National Labor Relations Act (“NLRA”), 29 U.S.C. §§ 151, *et seq.*

4. Veolia is engaged in the business of providing school bus services for the Boston public schools pursuant to a contract with the Boston School Department.

5. Defendant United Steelworkers AFL-CIO-CLC Local 8751 (“Union”) is a labor organization as that term is defined in the NLRA, having its principal office at 25 Colgate Road,

Roslindale, Suffolk County, Massachusetts 02131. The Union is a recognized, certified organization representing for collective bargaining purposes bus drivers employed by Veolia.

6. Defendant John Does 1-100 are bus drivers employed by Veolia in Boston who are currently conspiring to engage in unauthorized, extra-contractual “wildcat” strikes. These drivers are members of the Union.

7. The full membership of the Union is so numerous that it is impossible and impractical to name all members thereof as parties to this suit and bring them all before this Court. Union members are herein designated by their fictitious names of “John Does 1-100.”

Jurisdiction

8. This Court has federal question jurisdiction over this matter under 28 U.S.C. §1331 as Veolia’s claims arise under Section 301 of the Labor Management Relations Act (“LMRA”), 29 U.S.C. §§185, *et seq.*

9. This Court has personal jurisdiction over the Union pursuant to 29 U.S.C. §185(c), as the Union either maintains a principal office in this district or acts on behalf of members in this district.

10. This Court has personal jurisdiction over John Does 1-100 because such defendants reside in or can be found in this district, and the acts complained of herein have occurred in this district.

11. Venue is proper in this Court under 29 U.S.C. §185(a), as this Court has jurisdiction over defendants in this district as set forth in paragraph 5 above.

Factual Allegations

12. Prior to July 1, 2013, First Student, Inc. (“First Student”), provided transportation services for the Boston School Department. The Union and First Student entered into a

collective bargaining agreement (“CBA”) effective July 1, 2011 through June 30, 2014. A true and current copy of the CBA is incorporated herein by reference and attached hereto as Exhibit A.

13. Beginning July 1, 2013, Veolia replaced First Student as the provider of transportation services for the Boston public schools pursuant to a vendor agreement with the Boston School Department.

14. On June 18, 2013, Veolia and the Union signed a Memorandum of Agreement (“MOA”) in which both parties agreed to honor all the terms and conditions of the CBA between First Student and the Union. A true and correct copy of the MOA is incorporated herein by reference and attached hereto as Exhibit B.

15. Article 16 of the CBA contains an express no-strike provision, which states in relevant part:

Section 1. The Union agrees that there will be no strikes, stoppages of work, or slowdowns during the life of this Agreement.

(Ex. A, CBA, Art. 16, § 1, p. 84).

16. Appended to the CBA are two letters of agreement between the Union and the Boston School Department and the Mayor of the City of Boston. (Ex. A, CBA, pp. 141-145) Both Letter of Agreement “A” and Letter of Agreement “B” contain no strike provisions. (Ex. A, CBA, p. 142). Letter of Agreement “A” states:

The Union agrees that there will be no strikes, stoppage of work, or slowdowns during the life of this Agreement. The Union agrees that in the event of any violation of the previous sentence, the Union will immediately order that such violation cease and that the work be fully resumed

(Ex. A, CBA, Letter of Agreement “A,” p. 142”)

17. Letter of Agreement “B” contains an identical no-strike provision. (Ex. A, CBA, p. 145) It states:

This Agreement is subject to the approval of the Boston School Committee, and subject to the ratification of the Union; The [sic] Union agrees that there will be no strikes, stoppages of work, or slowdowns during the life of this Agreement. The Union agrees that in the event of any violation of the previous sentence, the Union will immediately order that such violation cease and that the work be fully resumed

(Ex. A, CBA, Letter of Agreement “B,” p. 145).

18. The MOA, which the Union agreed to on June 13, 2013, provides, “The parties will cooperate to accomplish a smooth transition in all matters pertaining to benefits as contained in the current Collective Bargaining Agreement” (Ex. B, MOA, ¶ 2)

19. The CBA quoted above also includes a grievance and arbitration provision.

20. Article 13, Section 1, of the CBA provides, “A ‘grievance,’ as used in this Agreement is defined as a complaint or request of an employee covered by this Agreement which involves the interpretation or application of, or compliance with, the provisions of this Agreement.” (Ex. A, CBA, art. 13, § 1)

21. Despite the three no-strike provisions contained in the CBA, on the morning of October 8, 2013, the Boston School bus drivers of the Union, including John Does 1-100, staged a wildcat strike. An on-line report of the strike on Boston.com (a true copy of which is attached hereto as Exhibit C) quotes a representative of Local 8751 as describing the reasons for the strike as follows:

Steve Kirschbaum, Chairman of the Grievance Committee for United Steelworkers Local 8751, which represents approximately 700 school bus drivers who work for Veolia, said the protest reflected the drivers’ frustration at the way they’ve been treated since Veolia took over the busing contract this year.

He said the drivers’ grievances include changes in their healthcare plan and the company’s failing to provide “key route information to the drivers and not communicating with the drivers in a coherent way, resulting in a decline in the

timeliness and quality of bus service being provided to students and their families.”

“We don’t have any of the tools to provide safe and timely transportation.” he said.

(Ex. C)

22. The wildcat strike of the Union affects approximately 30,000 students whom the drivers transport to and from school each day. The strike leaves the students without predictable transportation, and interrupts their education by either preventing their attendance or reducing the amount of time they spend in class.

23. The wildcat strike of the Union is a violation of the no strike clause in Article 16, Section 1, of the Collective Bargaining Agreement.

24. Veolia is attempting to operate during the strike on a limited basis in order to provide transportation services to students attending Boston public schools and ensure that students have a safe method of transportation from their schools to their homes.

25. The Union and its members, including many of John Does 1-100, have sponsored these work stoppages by engaging in picketing and other actions designed to prevent Veolia from fulfilling its contractual obligation with the Boston School Department.

26. Veolia is informed and believes that it is the purpose, plan, and intention of Defendants and other persons acting in concert with them to unlawfully obstruct, hinder, delay, and prevent Veolia from carrying on its lawful business operations, and functions; that Defendants and other persons have conspired, confederated, and banded together to accomplish said unlawful purpose; and that all things done by said Defendants and those acting in concert with them to promote the ends complained of herein are unlawful, illegal, and violative of the rights of Veolia, its employees and others dealing with it.

27. Veolia has notified the Union of the strikes and the Union has failed to take any steps to prevent them.

28. Because of the strike, Veolia will suffer irreparable damage in its ability to fulfill its contract with the Boston School Department.

29. Veolia is without adequate remedy at law and is suffering and will continue to suffer irreparable damages by reason of the unlawful and illegal conduct of the Defendants and all others who act in concert with them. Suits at law, if brought, would be too numerous and would result in Veolia not obtaining adequate or substantial relief.

30. In addition, by their actions, Defendants have harmed the public welfare of the citizens of the city of Boston inasmuch as school children who are dependent on buses as their sole means of transportation to school have been prevented from using Veolia's buses to travel to school.

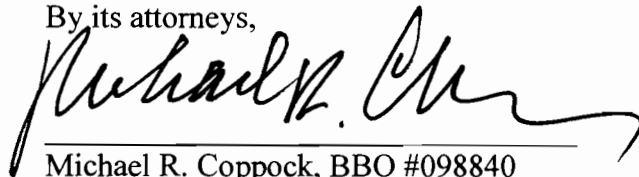
31. The continued illegal and unlawful conduct, acts, and threatened course of action by Defendants, and those acting in concert with them or on their behalf, have made it impossible for Veolia to protect, preserve, obtain, and enforce its right and the rights of those employees of Veolia who desire to work at Veolia's facilities, as well as those students requiring transportation to and from their schools, and have created an emergency of such grave and serious nature as to require issuance forthwith of a temporary restraining order because if Veolia is required to await a hearing, Veolia would suffer immediate, irreparable injury, loss, or damage.

32. An injunction against the wildcat strike is in the public interest, and is required as a matter of law in order to prevent a violation of the no strike clause of the Collective Bargaining Agreement.

WHEREFORE, plaintiff Veolia respectfully requests this Court to issue a temporary restraining order, preliminary injunction and permanent injunction against the Union and its membership, directors, agents, servants, employees, members, and attorneys, and those persons in active concert or participation with any of them, including John Does 1-100, from engaging in any work stoppage in violation of the collective bargaining agreement between the Union and Veolia. In addition, Veolia respectfully requests the Court award its costs in bring this action, and for all such other relief as the Court deems just and proper.

VEOLIA TRANSPORTATION
SERVICES, INC.

By its attorneys,



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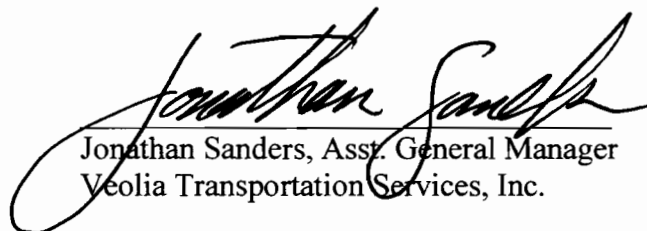
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I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief. Executed on October 8, 2013.



Jonathan Sanders, Asst. General Manager
Veolia Transportation Services, Inc.