	Case 3:20-cv-00517 Document 1 Filed 09/11/20 Page 1 of 6				
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9 10	Attorneys for Petitioner: TEAMSTERS LOCAL UNION NO. 533				
11	UNITED STATES DISTRICT COURT				
12	DISTRICT OF NEVADA				
13 14	TEAMSTERS LOCAL UNION NO. 533, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,	Case No. 3:20-CV-517			
15		COMPLAINT TO COMPEL IMMEDIATE ARBITRATION AND			
16		FOR INJUNCTIVE RELIEF PENDING ARBITRATION			
17	KEOLIS TRANSIT AMERICA, INC.,				
18	Defendant.				
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28	COMPLAINT TO COMPEL IMMEDIATE ARBITRATION AND FOR INJUNCTIVE RELIEF PENDING ARBITRATION Case No.				

1	Petitioner, Teamsters Local Union No. 533, Affiliated with the International Brotherhood				
2	of Teamsters ("Union" or "Local 533"), by way of Complaint, alleges as follows:				
3	I. <u>PARTIES, JURISDICTION AND VENUE</u>				
4	1. Petitioner Local 533 is a labor organization as defined by 29 U.S.C. § 152(5), with				
5	offices located in Reno, Nevada and members in Washoe County, Nevada.				
6	2. Respondent Keolis Transit Services, Inc., doing business as Keolis Transit				
7	America ("Keolis" or "Employer") is an employer as defined by 29 U.S.C. § 152(2), and is a				
8	private for-profit corporation doing business in the Washoe County, Nevada.				
9	3. This Court has jurisdiction of this matter pursuant to Section 301 of the Labor				
10	Management Relations Act, 29 U.S.C. § 185.				
11	4. Venue is proper in this Court because the matters giving rise to this Complaint				
12	occurred within this division of the judicial district.				
13	II. <u>FACTUAL ALLEGATIONS</u>				
14	5. Local 533 is the sole and exclusive bargaining representative for certain bus				
15	operators, maintenance, dispatchers and road supervisors employed by Keolis under Keolis'				
16	contract to run the bus system for the Regional Transit Commission of Washoe County ("RTC").				
17	The RTC serves the residents of Reno and Sparks, Nevada, along with the unincorporated areas				
18	of Washoe County, Nevada. It does so through a service contract with Keolis. Keolis operates				
19	hundreds of bus routes for RTC and provides approximately 20,000 rides to residents per day.				
20	6. Keolis and Teamsters Local 533 are subject to a Collective Bargaining Agreement.				
21	(Agreement) Sections 28.1 and 32.6 provide:				
22	"Section 28.1 – [Health and Safety] General. The Company and the Union				
23	recognize the importance of adequate provisions for the protection of the health and safety of employees and the public, and will mutually make every reasonable				
24	effort to improve hazardous working conditions, as they become apparent. The				
25	Union agrees that it will encourage its members to cooperate with the Company in reporting conditions that might be unsafe, and to make every reasonable effort to assist in making the Company's property and equipment safe, sanitary and dependable."				
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	Image: PETITIONER'S COMPLAINT FOR INJUNCTIVE RELIEF PENDING ARBITRATION Case No.				

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"<u>Section 32.6 – Federal Compliance.</u> The Company agrees to comply with all applicable city, county, state and federal safety and health rules, regulations and laws. An alleged violation of such safety and health rules, regulations and laws may be the subject of a grievance under the grievance procedure. Nothing in this section shall limit the right of the Union to bring unsafe conditions to the attention of the Company, or applicable city, county, state and federal regulatory agencies."

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7. Keolis allows transit passengers to ride RTC buses without wearing a mask on a
daily basis. The Collective Bargaining Agreement between Keolis and the Union requires that
8 Keolis "... improve hazardous conditions as they become apparent ..." and comply with "...
9 state ... safety and health rules ..." Governor Sisolak's orders and universally accepted safety
10 practices require that all passengers wear a mask in order to maintain a safe workplace. The
11 contract requires Keolis to adopt and maintain mandatory mask rules.

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The Union has informed Keolis on multiple occasions orally, in written

13 correspondence, and in photographs that passengers are not wearing masks. This puts bus drivers 14 at higher risk of contracting COVID-19 at work. Despite the Union's efforts, Keolis has refused 15 to enforce this basic safety practice on RTC's transit vehicles. Worse yet, Keolis has threatened 16 and continues to threaten to discipline and discharge the Union's members who require 17 passengers to wear masks. Keolis must take immediate action to protect the health of the Union's 18 members and the public or it runs the risk of massive COVID-19 outbreaks among its employees 19 and transit riders. The Agreement requires Keolis to act in accordance with this basic safety 20 practice and state law to avoid illness and death, both of which are imminent if Keolis does not 21 act immediately.

9. On March 12, 2020, the Governor of Nevada, Steve Sisolak issued a Declaration
of Emergency concerning the COVID-19 virus and the effects of its spread.

24 10. On June 24, 2020, Governor Sisolak, issued a Declaration of Emergency and
25 Executive Order requiring private businesses to require their customers and employees to wear
26 face coverings or masks to reduce the spread of COVID-19.

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1 11. Between March 12, 2020 and June 25, 2020, Governor Sisolak issued twenty-three
 2 directives pursuant to the March 12 Declaration of Emergency to provide for the safety, well 3 being and public health of Nevadans to prevent further spread of the COVID-19 virus.

4 12. On June 26, 2020, the Union filed a grievance pursuant to the Collective
5 Bargaining Agreement between Keolis and Local 533 alleging that Keolis' refusal to require
6 passengers to wear masks violates Articles 28, 32 and 35 of the parties' Collective Bargaining
7 Agreement.

8 13. On several occasions including June 24, 2020 and September 10, 2020, the Union
9 demanded that Keolis comply with the requirement of the Collective Bargaining Agreement that
10 passengers wear masks pending the resolution of the grievance. On July 21, 2020 and again on
11 September 11, 2020, Keolis refused to require passengers to wears masks pending the outcome of
12 the grievance.

- 13 14. On August 19, 2020, the parties chose a neutral arbitrator, Arbitrator James
  14 Merrill, to hear the case and issue a final and binding decision. On September 9, 2020, the parties
  15 set a hearing date with Arbitrator Merrill for January 21, 2021. On September 9 and September
  16 10, 2020, the Union demanded that Keolis accept Arbitrator Merrill's offer to hear the matter by
  17 video conference on September 28, 29 or October 6, 8, 2020. Keolis refuses to accept these
  18 earlier dates. Keolis also continues to refuse to require passengers to wear masks pending the
  19 outcome of the arbitration.
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## III. CLAIMS FOR RELIEF

21 15. Petitioners reallege and incorporate by reference the allegations made in
22 Paragraphs 1 through 14 above.

16. The Employer's refusal to comply with and implement a universal mask
requirement state law, violates Section 301 of the LMRA, 29 U.S.C. § 185, and violates the
Employer's obligations under the parties' collective bargaining agreement. The Union has
properly challenged the Employer's actions by filing grievances and demanding arbitration under
the collective bargaining agreement. As a result, this dispute must properly be resolved in
arbitration.

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1	17. The foregoing actions by the Employer will, unless promptly enjoined,	cause the			
2	Union and the employees it represents irreparable harm and will frustrate the arbitral process				
3	initiated by the Union to protect its members from a preventably unsafe workplace. Immediate				
4	injunctive relief is appropriate and necessary to maintain the status quo to permit the arbitrator to				
5	consider and act upon the dispute.				
6	18. Unless promptly enjoined, the Employer will not cease and desist from	ı its			
7	unlawful course of action. This is demonstrated by Keolis' refusal to require passengers to wear				
8	masks and by Keolis threatening workers with discharge for requiring that passengers wear masks				
9	as referenced above.				
10	19. An injunction maintaining the status quo will not cause measurable has	rm to the			
11	Employer other than political embarrassment.				
12	20. The Unions have complied with all obligations imposed by law in com	nection with			
13	this dispute.				
14	IV. <u>PRAYER FOR RELIEF</u>				
15	WHEREFORE, Petitioners pray that this Court award them the following relief:				
16	1. Preliminary and permanent injunctive relief preserving the status quo r	equiring			
17	masks and barring disclosure of Union members who so demand pending the resolution of the				
18	parties' dispute under their collective bargaining agreement through a final and bindir	ng			
19	arbitration award;				
20	2. An order directing the parties to submit this dispute to arbitration by vi	deo			
21	conference or in person on either September 28, 2020, September 29, 2020, October 6, 2020 or				
22	October 8, 2020;				
23	3. The costs of the suit herein, including reasonable attorney's fees; and				
24	4. Such other and further relief as the Court deems proper.				
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	4 PETITIONER'S COMPLAINT FOR INJUNCTIVE RELIEF PENDING ARBITRATION Case No.				

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1 2	Dated: September 11, 2020		LAW OFFICES OF KRISTINA L. HILLMAN Affiliated with Weinberg, Roger & Rosenfeld A Professional Corporation
3			Respectfully Submitted:
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5		By:	Kristina L. Hillman
6			Tiffany L. Crain Sean McDonald
7			Attorneys for Petitioner: TEAMSTERS LOCAL UNION NO. 533
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