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9 Attorneys for Petitioner:
 10 TEAMSTERS LOCAL UNION NO. 533

11 UNITED STATES DISTRICT COURT
 12 DISTRICT OF NEVADA

13 TEAMSTERS LOCAL UNION NO. 533,
 AFFILIATED WITH THE INTERNATIONAL
 14 BROTHERHOOD OF TEAMSTERS,
 15
 Petitioner,
 16
 v.
 17 KEOLIS TRANSIT AMERICA, INC.,
 18
 Defendant.

Case No. 3:20-CV-517

**COMPLAINT TO COMPEL
 IMMEDIATE ARBITRATION AND
 FOR INJUNCTIVE RELIEF PENDING
 ARBITRATION**

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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. PARTIES, JURISDICTION AND VENUE**

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. FACTUAL ALLEGATIONS**

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
24 and safety of employees and the public, and will mutually make every reasonable
25 effort to improve hazardous working conditions, as they become apparent. The
26 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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“Section 32.6 – Federal Compliance. 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.”

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 Keolis “. . . improve hazardous conditions as they become apparent . . .” and comply with “. . . state . . .safety and health rules . . .” Governor Sisolak’s orders and universally accepted safety practices require that all passengers wear a mask in order to maintain a safe workplace. The contract requires Keolis to adopt and maintain mandatory mask rules.

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

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

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.

20 **III. CLAIMS FOR RELIEF**

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

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

1 Dated: September 11, 2020

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3 Respectfully Submitted:

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5 By:

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