

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
at LOUISVILLE
*Electronically Filed***

LABORERS’ INTERNATIONAL UNION)	
OF NORTH AMERICA, LOCAL UNION)	
NO. 576,)	
)	
Plaintiff,)	
)	Case No. 3:19CV-936-RGJ
v.)	
)	
CHURCHILL DOWNS RACETRACK,)	
LLC,)	
)	
Defendant.)	

* * * * *

COMPLAINT TO COMPEL ARBITRATION

Plaintiff Laborers’ International Union of North America, Local Union No. 576 (“the Union”), by counsel, hereby brings this Complaint to Compel Arbitration against Defendant Churchill Downs Racetrack, LLC (“CDRT” or “the Company”) under Section 301(a) of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 185(a).

In support, the Union alleges as follows:

PARTIES

1. The Union is a labor organization representing employees in an industry affecting commerce as those terms are defined in LMRA, 29 U.S.C. § 152(5). The Union maintains its principal place of business in Louisville, Kentucky.

2. CDRT is a Kentucky corporation and an employer as defined in the LMRA, 29 U.S.C. § 152(7). Defendant may be served by its Registered Agent, CT Corporation System, at 306 W. Main Street, Suite 512, Frankfort, KY 40601.

3. The Union is the exclusive bargaining representative for all full-time, hourly, maintenance department and housekeeping employees at CDRT's 700 Central Avenue and 4520 Poplar Level Road Louisville, Kentucky facilities.

JURISDICTION AND VENUE

4. Jurisdiction is vested in this Court under Section 301 of the LMRA, 29 U.S.C. § 185, as CRDT and its affiliates do business in this District.

5. Venue is proper in this Court under Section 301(a) of the LMRA, 29 U.S.C. § 185. Plaintiff maintains its principal place of business within this District, and Plaintiff's authorized officers and agents are engaged in the representation of employees within this District.

FACTUAL ALLEGATIONS

6. The Union and CDRT are parties to a collective bargaining agreement ("CBA") in effect from February 15, 2018 through February 14, 2023. The CBA is attached hereto as **Exhibit A**.

7. Exhibit A of the CBA states, ". . . the Employer has the right to hire part-time Employees after the close of the Spring Race Meeting and must terminate these Employees prior to the beginning of the Fall Race Meeting. . ."

8. On or about October 27, 2019 the Company continued employing part-time employees from a temporary Staffing Agency over the Union's objection and after the start of the Fall Race Meeting.

9. The Union filed a grievance ("the Grievance") on November 4, 2019. The grievance is attached hereto as **Exhibit B**.

10. The grievance states, in relevant part: “Churchill Downs is using a Staffing Agency to have part-time temporary employees perform bargaining unit work past the beginning of the Fall Race Meet which began on October 27, 2019. This work is being performed at Churchill Downs Racetrack, 700 Central Ave.”

11. Article VI of the CBA is the Grievance Procedure and Arbitration Section – a mandatory mechanism by which disputes arising under the terms and conditions of the CBA are to be resolved.

12. The Union processed the Grievance under Article VI of the CBA.

13. On or about November 11, 2019, CDRT informed the Union that it would not arbitrate the Grievance. CDRT’s letter to the Union is attached hereto as **Exhibit C**.

14. The Union had contested a similar violation the year before and resolved the grievance after the Company agreed to discontinue its practice.

15. The CBA does not give CDRT the right to refuse to arbitrate a grievance.

16. On or about November 13, 2019, the Union sent its intent to arbitrate to CDRT. The Union’s intent to arbitrate is attached hereto as **Exhibit D**.

17. The Union requested an arbitration panel from the Federal Mediation and Conciliation Service (“FMCS”) on November 21, 2019.

18. On November 27, 2019, CDRT unilaterally asked FMCS to discontinue processing the case. CDRT’s letter to FMCS is attached hereto as **Exhibit E**.

19. Later that day, counsel for the Union requested that CDRT’s counsel strike the arbitration panel so that the case could proceed to arbitration. The Union’s request to strike the panel is attached hereto as **Exhibit F**.

20. Counsel for CDRT refused to strike the panel and sent a responsive letter to that effect. The letter from counsel for CDRT is attached hereto as **Exhibit G**.

21. To date, the Union and Company have not scheduled the arbitration nor has an arbitrator been selected.

COUNT I: BREACH OF CONTRACT

22. Plaintiff incorporates the allegations of Paragraphs 1 through 18 as if fully set forth herein.

23. Defendant CRDT is required to arbitrate grievances and comply with its contractual obligations under the CBA.

24. Defendant's failure to and refusal to arbitrate the Grievance has been willful, in bad faith, and it constitutes a blatant disregard of Defendant's obligations under the Contract.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Union respectfully requests that this Court:

- a. Order Defendant CRDT to arbitrate the Grievance in accordance with the parties' CBA;
- b. Award Plaintiff all reasonable costs, expenses, and attorney's fees incurred in connection with this action; and
- c. Grant such other and further relief as the Court may deem just and proper.

Dated: December 30, 2019

Respectfully submitted,

/s/ David O'Brien Suetholz

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