

CIVIL NO. 89/82
ACTION FOR TEMPORARY
RESTRAINING ORDER AND
PRELIMINARY INJUNCTION

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MEMORANDUM OPINION AND JUDGMENT
(March 19, 1982)

Plaintiffs' Motion for a Preliminary Injunction requires this court to determine whether it should adjudicate a dispute involving an alleged violation of a labor agreement before the dispute has been submitted to arbitration. The court believes that strong public policy considerations favor submission of the dispute to arbitration.

At a February 12, 1982 hearing, the court made the following findings of fact:

1. On or about August 1, 1980, the plaintiffs entered into a written labor agreement with the United Steelworkers of America AFL-CIO on behalf of Local No. 8249.

2. On January 20, 1982, between 8:15 a.m and 8:25 a.m., in response to a telephone call from a maid, defendants, Tito Morales and Dorothy Felix, representatives of the local union, entered the maid's quarters on plaintiff's property before the maid's working hours.

3. The maid had a complaint about the lockers provided by plaintiffs.

4. After discussing the complaint with the maid, Morales spoke by telephone with the manager and plaintiff, Dale Shakespeare, and attempted to arrange a meeting.

5. Shakespeare refused to meet with Morales because Shakespeare believed that Morales had failed to follow the steps outlined in the labor agreement concerning the reporting of a grievance.

6. On January 21, 1982, Morales and Felix entered plaintiff's property to have breakfast in a public dining area.

7. A maid stopped Morales and informed him that the maids were about to have a meeting.

8. Morales told her: "If you need us, you know where we are." There was no further contact between Morales, Felix and the maids.

Section 16.1 of the labor agreement provides that "the representative of the local union . . . on request and by appointment, will be permitted to visit the office of the company during working hours" Section 8.3, entitled "Grievance Procedure," establishes a four-step procedure for settling grievances. Step one provides, in part, that "if an employee has a grievance, the shop steward and/or employees shall take it up with the department head within twenty-four (24) hours from the occurrence of the events which gave rise to the grievance."

Plaintiffs specifically alleged that Morales and Felix violated sections 16.1 and 8.3 of the agreement because they did not make an appointment to enter plaintiff's property or follow the procedures outlined for settling grievances. Thus, the plaintiffs contend that the presence of Morales and Felix on the property amounted to a trespass. Plaintiffs further allege that there was no grievance pending. Whether that

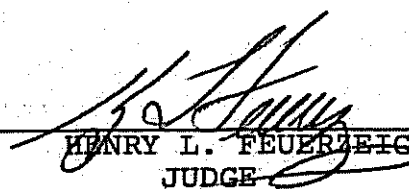
reading of §16.1 and §8.3 is correct clearly involves an interpretation of those sections and of the entire agreement.

The labor agreement explicitly provides that matters involving the interpretation of the agreement shall be submitted to arbitration. Specifically, §8.1, entitled "Settlement of disputes," provides: "Any grievances or complaint that may arise . . . as to the meaning, application or interpretation of this agreement, shall be settled as promptly as possible by using the procedure outlined in this Article." (emphasis added.)

When a labor agreement specifically provides for arbitration of a dispute, the court will enforce the provision and require the parties to submit to arbitration. United Steelworkers v. American Manufacturing, Co, 363 U.S. 564 (1960), United Steelers v. Warrior Gulf Navigation Co., 363 U.S. 574 (1960), and United Steelworkers v. Enterprise Wheel and Car Corp., 362 U.S. 598 (1960). As this court stated in Remole v. Sullivan, Civil No. 554/1980 (Terr. Ct. St. T. and St. J., January 27, 1981), strong public policies favor arbitration. Importantly, arbitration helps to ease crowded court dockets. Also, by requiring parties to submit to arbitration, the court enforces the clear intent of the parties and their labor agreements. If the court were to ignore such arbitration provisions, arbitration clauses would become ambiguous, if not meaningless, when inserted in contracts in this territory. Id p.7.^{1/} Accordingly, it is

ORDERED that these proceedings are stayed pending arbitration.

DATED: March 19, 1982


HENRY L. FEUERBERG
JUDGE

^{1/} Because this matter will be submitted to arbitration, the court expresses no opinion as to whether the claimed activity of defendants is protected by §7 of the National Labor Relations Act, 29 U.S.C. §157, or that the activity of Morales and Felix is protected by the free speech and free assembly clauses of the First Amendment of the United States Constitution made applicable to the Virgin Islands by §3 of the Revised Organic Act of 1954. prec. 1 V.I.C. (1980 Supp.).