

STATE OF NEW HAMPSHIRE
ROCKINGHAM COUNTY SUPERIOR COURT
NO.

COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1400
PLAINTIFF,

V.

BARBARA TUCKER
DEFENDANT

PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL

1. The Plaintiff Communications Workers of America, Local 1400 ("Local 1400") is a duly organized Local Unit of the Communications Workers of America, AFL-CIO ("CWA"). Local 1400, maintains a regular and usual place of business in Portsmouth, Rockingham County, New Hampshire.
2. The Defendant, Barbara Tucker, is a former member of Local 1400 who resides in Merrimack, New Hampshire.
3. Local 1400 is the duly certified bargaining representative for a group of employees of the Verizon Corporation. Tucker is an employee of Verizon and worked at Verizon's location in Lowell, Massachusetts and is a member of the bargaining unit of employees represented by Local 1400.

COUNT I
BREACH OF AGREEMENT

4. At all times relevant hereto, Tucker was a member of CWA and Local 1400 and subject to the Constitution of the CWA and the By-laws of Local 1400. Tucker applied for membership and became a member of the CWA and Local 1400 on or about July 13, 2012. At that time, she agreed to be bound by the Constitution of the CWA, amendments thereto, and rules and

regulations in effect or subsequently enacted by the CWA or Local 1400.

5. On or about April 13, 2016, Local 1400, along with other local units of CWA, commenced a duly authorized strike against Verizon. The strike included the Verizon location where Tucker is employed in Lowell, Massachusetts. All members of the Local were ordered to strike and to report to picket assignments.
6. Local 1400 duly authorized and established picket lines at various Verizon locations including the Lowell location where Tucker was employed.
7. On April 14, 2016, Tucker ignored the order to strike and her picket assignments, crossed the duly authorized picket line established by Local 1400 at her work location in Lowell and reported to work.
8. Tucker apologized to the Union for ignoring the strike order.
9. The strike continued until June 1, 2016.
10. Tucker continued to work throughout the strike and earned considerable compensation including regular time compensation, overtime compensation, incentive compensation and healthcare and other benefits.
11. The CWA Constitution provides in relevant part that:

Members may be fined, suspended and/or expelled by Locals ... for any of the following acts:

(d) Disobeying or willfully failing to comply with any lawful decision or order of the Union or Local;

(e) Working without proper Union authorization, during the period of a properly approved strike in or for an

establishment which is being struck by the Union or Local;

...

(i) For such other offenses, equally serious, which tend to bring the Union or Local thereof into disrepute.

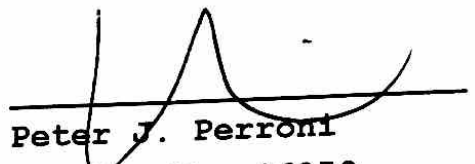
12. Article XVI, Section 1 of the by-laws of Local 1400, provides that Members "may be fined, suspended, or expelled for any of the acts enumerated in Article XIX for the Constitution."
13. On June 8th, 2016, Local 1400 received charges against Tucker from its President alleging violation of the above referenced provisions. Tucker was provided notice of the charges.
14. The charges were presented and reviewed by Local 1400's Executive Board and referred for investigation and potential prosecution.
15. Following investigation, the charges were referred to a trial body for judgment. A trial date was set and Tucker was provided, and acknowledged receipt of, notice of the date, time and location of the trial.
16. On September 25, 2016, a trial was held before a trial body of randomly selected Local 1400 members.
17. After a careful review of all evidence presented, the Local 1400 trial body found that Tucker had violated the above-referenced provisions of the CWA Constitution.
18. The trial body judgment imposed a fine of \$24,676.46 against Tucker based upon her violation of her membership obligations. The fine included amounts for wages received during the strike, healthcare benefits received during the strike, vouchers and incentive compensation received during

the strike, sanctions for crossing picket lines and costs of prosecution of the charges.

19. Tucker was given written notice of the specific charges against her.
20. Tucker was given a reasonable time to prepare her defense and respond to the charges.
21. Tucker was afforded a full and fair hearing by Local 1400.
22. The CWA Constitution and Local 1400 by-laws authorize all actions taken by Local 1400 including this action to collect and enforce the fines levied against Tucker.
23. Tucker has refused, despite demand, to pay the fine imposed by the trial body.
24. Local 1400 is entitled to obtain judgment in this Court based upon Tucker's breach of her membership for the full amount of the fines imposed upon her.
25. The fines imposed herein are reasonable and non-arbitrary.
26. The CWA Constitution and Local 1400 by-laws form an enforceable agreement between Tucker and the Local.
27. Tucker breached her agreement with Local 1400 and is liable for the fines imposed upon her.
28. Tucker has refused, despite demand, to pay the Local amounts due.

Wherefore, the Local demands judgment in the amount of \$24,676.46 plus interest, attorney fees and costs associated with the prosecution of this action together with any other fees the Court deems mete and just.

Respectfully submitted,
CWA, Local 1400
By its lawyer,



Peter J. Perroni
NH Bar. No. 16259
Nolan Perroni, PC
73 Princeton Street
Suite 306
North Chelmsford, MA 01863

Dated: April 24, 2017