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TAMARA CHARLES
CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. THOMAS

GOVERNMENT OF THE VIRGIN ISLANDS,
VIRGIN ISLANDS POLICE DEPARTMENT,

Plaintiffs,

V.

POLICE BENEVOLENT ASSOCIATION, LOCAL
816, AND ALL THOSE UNNAMED MEMBERS
OF THE BARGAINING UNIT WHO ARE
PARTICIPATING IN UNLAWFUL JOB ACTIONS,

Defendants.

CIVIL NO.: _____

**ACTION FOR: BREACH OF
CONTRACT; TEMPORARY
RESTRAINING ORDER;
PRELIMINARY AND PERMANENT
INJUNCTION; and VIOLATION OF
TITLE 24, CHAPTER 24**

COMPLAINT

COMES NOW, Plaintiff, Government of the Virgin Islands, Virgin Islands Police Department (hereinafter "Government" or "VIPD") by and through the Office of Collective Bargaining, and as for its Complaint against the Defendants identified above, states as follows:

JURISDICTION

1. This Court has jurisdiction over this matter pursuant to Title 4 V.I.C. § 76 and Title 24 V.I.C. § 383(a), which provides that suits for violations of contracts between a public employer and an exclusive representative may be brought in the Superior Court of the Virgin Islands.

2. This Court has jurisdiction to enter mandatory injunctions against labor organizations and its members who are employees of the Government pursuant to Title 24 V.I.C. § 375(b) if those employees fail to adhere to the provisions set.

PARTIES

3. Plaintiff, Government is now, and at all times mentioned in this Complaint has been a duly constituted governing entity of the unincorporated Territory of the United States Virgin Islands and is a public employer under the Public Employees Labor Relations Act codified at 24 V.I.C. § 361, et. seq.

4. The VIPD is an agency within the executive branch of government that is responsible for maintaining law and order, protecting citizens and property, and ensuring public safety throughout the U.S Virgin Islands. Also including responding to crimes, enforcing laws, and promoting community safety initiatives.

5. The VIPD objectives are prevention of crimes, deterrence of crime, apprehension of offenders, recovery and return of property, movement of traffic and public safety

6. Defendant, Police Benevolent Association, Local 816 (hereinafter "Union") is the exclusive bargaining representative for police officers and corporals (hereinafter "members") employed at VIPD in the St. Thomas-St. John District.

7. Defendants are all those unnamed members of the bargaining unit who are employed as police officers of the VIPD and are participating in an unlawful strike.

FACTS

8. The Government and the Union are parties to a Collective Bargaining Agreement ("CBA") that governs the terms and conditions of employment for members employed at the VIPD. The CBA has an effective date of September 1, 2018, and an expiration

date of September 30, 2023. *See* attached Plaintiffs **Exhibit A** - Collective Bargaining Agreement.

9. Pursuant to Title 24 V.I.C. § 371, members are Class III employees in that they perform services in which work stoppage may not be sustained for even the shortest period of time without serious effects on the health and safety of the public.

10. Title 24 V.I.C. § 362(o) defines a strike as "the deliberate and concerted action of public employees to neglect to perform their duties, their willful absenting of themselves collectively from their work stations, their collective stoppage of work, or their collective abstinence, in whole or in part, from the full, faithful and proper performance of their duties for the purpose of inducing or influencing a change of condition, compensation, rights, privileges, or obligations of their employment."

11. Article VI of the CBA (page 20) prohibits members from "engaging in a strike as provided by Act 4440."

12. Pursuant to Title 24 V.I.C. § 375(c), the Superior Court must immediately enjoin a strike upon motion by the public employer.

13. VIPD functions as the law enforcement body for the government of the U.S. Virgin Islands, responsible for exercising general control over the enforcement of the laws relating to public safety. *See* attached Plaintiff's **Exhibit B** – Affidavit of VIPD Commissioner Mario Brooks.

14. On Sunday, June 15, 2025¹ through June 16, 2025, the following occurred:

¹ For safety reasons, VIPD does not provide the number of sworn personnel on each shift in public documents or forums. Therefore, the format outlined in this section of the complaint is in furtherance of this practice.

- a. On June 15, 2025, on the St. Thomas, three police officers were assigned to work the 8am to 6pm shift. All three called out "sick;"
 - b. On June 15, 2025, on St. John they are five police officers assigned to the 7 a.m. to 5 p.m. shift: Two called out "sick", one had the day-off, one had vacation day and one reported to work.
 - c. On June 15, 2025, on St. Thomas, for the 2 p.m. to 10 p.m. shift, four officers had the day off, two officers called out "sick", one officer was on vacation leave, and one on military leave.
 - d. On June 15, 2025, two officers from the downtown patrol assignment who were reassigned to the Frenchtown Village also called out "sick."
 - e. On June 16, 2025, on St. Thomas during the 8 a.m. to 6 p.m. six police officers from the Specials Operations Bureau called out "sick."
 - f. On June 16, 2025, all seven school security officers called out "sick."
 - g. On June 16, 2026, on St. Thomas during the 8 a.m. to 6 p.m. shift, six officers in the Criminal Investigations Bureau called out "sick."
 - h. On June 16, 2025, all five officers in the Traffic Investigations Bureau called out "sick."
15. Since the filing of this Complain, few police officers have reported to work.
16. June 15, 2025, was the culmination of the annual festivities sponsored by the Committee for the Betterment of Carenage and held in Frenchtown. This draws hundreds of people, includes live music, and continues late into the night.
17. Upon information and belief, the members made a calculated decision to strike during the peak of the festivities in Frenchtown.
18. Upon information and belief, the members intend to continue the strike until Thursday, June 19, 2025, and resume the strike during the St. John Festival. The St. John festival is underway and culminates with live entertainment and a parade between June 29 to July 4, 2025. Thousands of residents and visitors converge upon St. John during the week referenced above.

19. The police officers who have failed to report to work as assigned are failing to perform their duties for the purpose of inducing or influencing a change in the condition, compensation, rights, privileges, or obligations of their employment.

20. Upon information and belief, the police officers who have failed to report to work as assigned are failing to perform their duties for the purpose of inducing or influencing a change in their wages and salary.

21. Upon information and belief, the above-identified concerted activities by the police officers and their failure to report to work at the VIPD have been authorized, approved, and/or sanctioned by the Union and, as such, any harm suffered by the Government is attributable to said Defendant, as well. See attached Plaintiff's **Exhibit C - Letter from PBA President Joel Browne Connors**.

22. The failure of a large percentage of police officers to report for his/her assigned shift constitutes a reasonable basis for a court to conclude that the employees are engaging in concerted activity to voice displeasure with some aspect of their working conditions. *See for example, Foam and Plastics Div. Tenneco Chemicals, Inc. v. General Drivers and Helpers Local Union 401*, 520 F.2d 945 (3d Cir. 1975).

23. The actions of Defendant Union and the bargaining unit members participating in this unlawful strike and/or work stoppage will cause serious harm to the health and safety of the public.

24. The continued actions by Defendants will result in immediate and irreparable injury to Plaintiff, the staff, and to the general public.

25. It is fully anticipated that without intervention by the Superior Court that the Union and the police officers participating in this unlawful strike and/or work stoppage will continue to not report for duty as scheduled, or to engage in similar actions in the near future.

**COUNT I:
VIOLATION OF TITLE 24, CHAPTER 14**

26. Plaintiff re-alleges each and every allegation made in paragraphs 1 through 25.

27. The actions by Defendants constitute a violation of Title 24, Chapter 14, Section 375.

28. As a result, Plaintiff has suffered damages as alleged herein.

**COUNT II:
BREACH OF COLLECTIVE BARGAINING AGREEMENT**

29. Plaintiff re-alleges each and every allegation made in paragraphs 1 through 28.

30. The actions by the Defendant constitute an anticipatory breach and/or an outright breach of the parties' collective bargaining agreement.

31. As a result, Plaintiff has suffered damages as alleged herein.

**COUNT III:
FAILURE TO ACT IN GOOD FAITH**

32. Plaintiff re-alleges each and every allegation made in paragraphs 1 through 32.

33. The actions by the Defendants constitute a failure to act in good faith.

34. As a result, Plaintiff has suffered damages as alleged herein.

WHEREFORE, the Plaintiff prays that this Honorable Court enter an order issuing a temporary restraining order, and preliminary and permanent injunctive relief against Defendant Union, and its member police officers, restraining and enjoining them from striking, and further ordering every striking police officer back to work; award Plaintiff its expenses incurred as a result of Defendants' violation of statute and contract; and for its costs, including reasonable attorneys' fees, and for such further relief as the Court may deem necessary and proper.

Respectfully submitted,

GORDON RHEA, ESQ.
ATTORNEY GENERAL

Dated: June 17, 2025

By: /s/ Eric Chancellor, Esq.
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