

Section 19.7 (*Non-Bargaining Unit Employees*), Section 20.1 (*Qualifications*), and Article 24, Section 24.1 of Exhibit H (*Duration*), as well as the *Foreword* to the CBA and the recitals to Exhibit H.

2. Several provisions of the parties' CBA obligate Spirit to retain the bargaining unit work at its manufacturing plant in McAlester, Oklahoma (*Plant*) and not relocate the bargaining unit's work elsewhere. Defendants have repudiated and are continuously breaching material terms of the contract by colluding to close the Plant and then relocate the entirety of the bargaining unit's work to other Spirit facilities and to lay off the entire McAlester bargaining unit. Contrary to both the express terms and the spirit of the CBA, they initially kept their closure plans secret from the Union and since the Plant closing and work relocation was finally announced, have refused to engage in discussions with Union officials regarding options for maintaining workforce levels in McAlester. By these actions, Defendants have engaged in a campaign to dismantle the bargaining unit recognized in the contract with the result that at least 127 employees are in imminent danger of losing their jobs.

2. The Union presented a grievance (MCAL-2020-58319) (*Grievance*) to Spirit in accordance with the parties' negotiated grievance and arbitration procedures to redress the Company's violations of the labor contract. The Union is seeking expedited arbitration of the Grievance. The Union has brought this action seeking a preliminary injunction to maintain the status quo, prevent irreparable injury, and ensure that arbitration is a meaningful remedy when the labor dispute is presented to an arbitrator for determination.

Grounds of Motion

1. Pursuant to Fed. R. Civ. P. 65, the Union requests that the Court enter an order setting a date for an expedited hearing on Plaintiffs' motion for preliminary injunction and requiring Defendants to appear and show cause why a preliminary injunction in this matter should

not be granted, and that at the conclusion of the hearing, the Court issue a preliminary injunction as follows:

- a. Restraining and enjoining Defendants Spirit AeroSystems Holdings, Inc. and Spirit AeroSystems, Inc., their officers, employees, agents, representatives, and those acting in concert or participation with them, to cease and desist from proceeding in any manner or taking any steps to effect the permanent closing of the Plant and relocate the bargaining unit's work to other Spirit facilities pending final arbitration of the Union's Grievance and further order of this Court, including, without limitation, to cease and desist from doing any of the following:
 - i. relocating or diverting any of the work of the McAlester bargaining unit to any other Spirit facility,
 - ii. relocating or diverting any of the work of the McAlester bargaining unit to any third party,
 - iii. assigning any of the work of the McAlester bargaining unit to any other location or facility,
 - iv. laying off or discharging any members of the McAlester bargaining unit in connection with the planned relocation of the work to other facilities,
 - ii. moving, abandoning, or selling any of the McAlester Plant's machinery, equipment, and tools to any other facility,
 - iii. listing or advertising that the Plant and/or the real property on which it is situated is for sale or lease,

- iv. selling, abandoning, dismantling, or otherwise disposing of the Plant and the real property on which it is situated, or
 - v. laying off or otherwise discharging any members of the McAlester bargaining unit.
- b. Affirmatively requiring and enjoining Defendants Spirit AeroSystems Holdings, Inc., and Spirit AeroSystems, Inc., their officers, employees, agents, representatives, and those acting in concert or participation with them to do all the following within 14 days of the date of the Court's order granting injunctive relief:
- i. return any of the McAlester bargaining unit work that has been relocated or diverted from the McAlester Plant at any time since October 1, 2020,
 - ii. reassign any of the McAlester bargaining unit work that has been assigned to any other facility at any time since October 1, 2020, and
 - iii. return to the McAlester Plant any machinery, tools, equipment, work plans, work processes, or work instructions that have been moved from the McAlester Plant at any time since October 1, 2020.
4. The grounds of the motion are as follows:
- a. The parties' CBA will remain in full force and effect until December 7, 2025.
 - b. The following provisions of the CBA, as well as the CBA's *Foreword* and the recitals to Exhibit H, the parties' July 8, 2017, Letter of Understanding,

contain job security and work preservation clauses: Section 7.1 (*Contingency Matters*), Section 19.6 (*Outsourcing, Subcontracting and External Assistance*), Section 19.7 (*Non-Bargaining Unit Employees*), Section 20.1 (*Qualifications*), and Section 24.1 (*Duration*) of Exhibit H. These clauses are separate but complementary.

- c. By deciding to close the Plant and relocate all the bargaining unit's work during the term of the binding and enforceable CBA, Spirit has violated, and is in continuing violation of the sections of the CBA outlined above.
- d. Immediate, substantial and irreparable injury to the contractual and property rights of the Union and approximately 127 members of the bargaining unit will result unless the requested preliminary relief is granted promptly.
- e. As to each item of relief granted, greater injury will be inflicted upon the Union by the denial of relief than will be inflicted upon Spirit by the granting of relief.
- f. The Union has no adequate remedy at law.
- g. The balance of the equities weighs heavily in favor of the Union.
- h. The public interest is in favor of enforcing labor arbitration agreements.
- i. The Union has fulfilled all obligations imposed by law in this labor dispute and has made every reasonable effort to settle the dispute by prior to the filing of this complaint.
- j. The Union has informed Spirit of its decision to invoke arbitration in this dispute and the Union's grievance is subject to mandatory and binding arbitration under the parties' CBA. Arbitration would not only be rendered

futile and a “hollow formality” unless the Court grants injunctive relief to maintain the status quo pending arbitration, but also the Union’s contractual right to arbitration would be destroyed. Accordingly, the only remedy available to the Union that would be substantial, complete and adequate to prevent irreparable injury is the equitable remedy of a preliminary injunction to maintain the status quo until an arbitrator has rendered a decision.

Supporting Documents

This motion is supported by Plaintiffs’ *Complaint* and their *Appendix to Complaint* (*Appendix*), both of which are filed contemporaneously with this motion and incorporated herein by reference. All exhibits are included in the Appendix, with the *Declaration of David Barker*, UAW International Representative, being Exhibit A.

Request for Relief

WHEREFORE, Plaintiffs International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America and its Local 1558 request the following relief:

1. The Court enter an order setting a date for an expedited hearing on Plaintiffs’ motion for preliminary injunction and requiring Defendants to appear and show cause why a preliminary injunction in this matter should not be granted;
2. The Court grant a preliminary injunction at the conclusion of the expedited hearing as follows:
 - a. Restraining and enjoining Defendants Spirit AeroSystems Holdings, Inc. and Spirit AeroSystems, Inc., their officers, employees, agents, representatives, and those acting in concert or participation with them, to cease and desist from proceeding in any manner or taking any steps to effect the permanent closing of the Plant and relocate the bargaining unit’s work to other Spirit facilities

pending final arbitration of the Union's Grievance and further order of this Court, including, without limitation, to cease and desist from doing any of the following:

- i. relocating or diverting any of the work of the McAlester bargaining unit to any other Spirit facility,
 - ii. relocating or diverting any of the work of the McAlester bargaining unit to any third party,
 - iii. assigning any of the work of the McAlester bargaining unit to any other location or facility,
 - iv. laying off or discharging any members of the McAlester bargaining unit in connection with the planned relocation of the work to other facilities,
 - iv. moving, abandoning, or selling any of the McAlester Plant's machinery, equipment, and tools to any other facility,
 - v. listing or advertising that the Plant and/or the real property on which it is situated is for sale or lease,
 - vi. selling, abandoning, dismantling, or otherwise disposing of the Plant and the real property on which it is situated, or
 - vii. laying off or otherwise discharging any members of the McAlester bargaining unit.
- c. Affirmatively requiring and enjoining Defendants Spirit AeroSystems Holdings, Inc., and Spirit AeroSystems, Inc., their officers, employees, agents, representatives, and those acting in concert or participation with them to do all

the following within 14 days of the date of the Court's order granting injunctive relief:

- i. return any of the McAlester bargaining unit work that has been relocated or diverted from the McAlester Plant at any time since October 1, 2020,
- ii. reassign any of the McAlester bargaining unit work that has been assigned to any other facility at any time since October 1, 2020, and
- iii. return to the McAlester Plant any machinery, tools, equipment, work plans, work processes, or work instructions that have been moved from the McAlester Plant at any time since October 1, 2020.

3. The Union be awarded reasonable attorneys' fees and costs of court; and

4. The Court grant such other and further relief to which the Union may be justly entitled.

Dated February 23, 2021.

Respectfully submitted,

/s/ Mark Bonner

Mark Bonner

Oklahoma Bar No. 14541

Norman & Edem, PLLC

127 Northwest 10th Street

Oklahoma City, Oklahoma 73103

405.272.0200 (phone)

405.235.2949 (fax)

lmb@nemw.com

Rod Tanner [Motion Pro Hac Vice Pending]

Texas Bar No. 19637500

rtanner@rodtannerlaw.com

Jamie King Harrison [Motion Pro Hac Vice Pending]

Texas Bar No. 11449230

jharrison@rodtannerlaw.com

Aarika Johnson [Motion Pro Hac Vice Pending]

Texas Bar No. 24120927

ajohnson@rodtannerlaw.com

Tanner and Associates, PC

6300 Ridglea Place, Suite 407

Fort Worth, Texas 76116-5706

817.377.8833 (phone)

817.377.1136 (fax)

Attorneys for Plaintiffs