

IN THE IOWA DISTRICT COURT FOR SCOTT COUNTY

DEERE & COMPANY,)	
)	Case No. <u>_CVCV301295_____</u>
Petitioner,)	
)	
vs.)	
)	ORDER FOR TEMPORARY
THE INTERNATIONAL UNION, UNITED)	INJUNCTION
AUTOMOBILE, AEROSPACE AND)	
AGRICULTURAL IMPLEMENT WORKERS)	
OF AMERICA, and ITS LOCAL UNION NO.)	
281, an unincorporated association,)	
PRESIDENT TRAVIS HANRAHAN, and all)	
others conspiring, acting in concert or otherwise)	
participating with them or acting in their aid or)	
behalf,)	
)	
Respondents.)	

This cause came to be heard upon the Petition of Deere & Company (“Deere”) for a temporary injunction against The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local Union No. 281 (“Union”) pursuant to Iowa R. Civ. P. 1.1502.

The Court, upon consideration of the facts presented, FINDS:

1. Deere is incorporated under the laws of the State of Delaware, with its principal place of business at One John Deere Place, Moline, Illinois 61265, and it is authorized to do business in the State of Iowa.
2. The Union is a local affiliate of a national labor organization with its principal place of business located at 21135 Holden Dr., Davenport, Iowa.
3. This Court has jurisdiction over the parties and the subject matter of this suit pursuant to Article I, Section 1 of the Iowa Constitution.
4. Venue is proper under Iowa Code § 616.18 because the actions and events giving rise to Deere’s claims occurred in Scott County, Iowa.

5. Deere employs members of the Union at Davenport Works pursuant to a collective bargaining agreement dated October 1, 2015.

6. The collective bargaining agreement between Deere and the Union expired on October 1, 2021. Deere and representatives of the Union have been engaged in negotiations to renew the Union's contract, but they have been unable to agree to a new contract.

7. As is sometimes the case when bargaining units and employers fail to reach an agreement and a contract is allowed to expire, the Union members have instituted a strike. As part of this strike, Union members have trespassed and have engaged in mass picketing thereby blocking ingress and egress to parking lots and plant entrances. Union members have prevented or attempted to prevent or hinder non-striking employees, customers and/or suppliers from entering or exiting Davenport Works. They have screamed through megaphones and other audible enhancing devices, paraded in the public road up leading to Davenport Works with banners and signs, impeded customers or contractors from attempting to enter and leave Davenport Works and have otherwise blocked the free flow of traffic on the public highways and/or into and out of Davenport Works. They have committed acts of verbal and physical harassment, intimidation, mass picketing and other direct and indirect forms of intimidating acts and threaten to continue these acts.

8. Deere's non-striking employees, vendors and customers have been unable to safely enter and exit Davenport Works without fear of blocking or damage to themselves or others, including to their persons or property.

9. The Union members did not have authorization, license or permission to enter or block access to Deere's property for the purposes described above, or for any other reason, and do not currently have authorization, license or permission to engage in the acts described above to the

detriment of Deere's rights.

10. The Union members' activities are unwarranted, impermissible and unlawful.

11. Deere has attempted to resolve the Union members' continued unlawful acts through non-judicial means including issuing cease and desist demands to the Union and its members, and verbally asking Union members to remove themselves from Deere's property and neutral gates and to refrain from committing unlawful acts. Deere has also contacted law enforcement. Despite these efforts, the Union members' unlawful acts continue unabated, and the Union members refuse to cease these acts absent a court order.

12. Having exhausted all available options, application to this Court for injunctive relief is appropriate. Deere is not seeking injunctive relief against non-disruptive and peaceful Union strike picketers.

13. As a proximate result of the Union's wrongful acts, Deere has suffered and will continue to suffer substantial and irreparable injury by preventing Deere from lawfully managing, controlling and operating its business.

14. The injuries to Deere outweigh the relative hardship to the Union and its members if they are enjoined from trespassing on Deere's private property or otherwise engaging in unlawful acts in violation of Deere's rights.

15. Deere has no adequate remedy at law.

16. In order to prevent continuation of the Union's unlawful activity, which in the absence of injunctive relief is likely to occur, Deere is entitled to an injunction pursuant to Iowa R. Civ. P. 1.1502.

17. No petition for the same has been previously presented to and refused by any court or justice.

18. The facts alleged in the Petition are adequately supported by signed statements and attachments.

Now, therefore, it is ORDERED that Deere shall indemnify any financial losses of Respondents, if any, which result to Respondents as a result of this injunction; and that a Writ of Temporary Injunction shall issue as follows:

a. The Union, its members or affiliates and all other non-Deere associated persons who act in concert with the Union, are prohibited and enjoined, directly or indirectly, from:

- (i) trespassing on Petitioner's property at Davenport Works or the driveways leading to Davenport Works from the public roads;
- (ii) obstructing the ways of ingress and egress to and from Petitioner's premises, bodily or through the use of physical objects or in any other way or manner preventing Petitioner's guests, officials, representatives, agents, employees, customers, suppliers, common carriers, visitors, and all others from entering or leaving Petitioner's premises;
- (iii) picketing, loitering, or congregating near the contractor gate entrance;
- (iv) engaging in unlawful activities including unlawful mass picketing and/or parading, verbal and physical harassment, intimidation, vandalism, blocking, or impeding human and vehicular traffic to and from Davenport Works, and any other activity resulting in the infringement of Petitioner's rights and disruption of Petitioner's business operations;
- (v) damaging, obstruction or otherwise making unusable or unsafe any part of Petitioner's facility, including but not limited to entrances, exits, alleyways, and public roadways adjacent to Petitioner's property;
- (vi) damaging the vehicles or property of Petitioner's guests, agents, employees, or contractors, or threatening damage to the vehicles or property of Petitioner's guests, agents, employees or contractors;
- (vii) threatening or harassing any non-striking employees, drivers vendors or customers who are lawfully conducting business with Petitioner;
- (viii) picketing, loitering, or congregating at or near any entrance to or exit from Petitioner's property in numbers larger than four;
- (ix) advising, encouraging, or participating in any of the above-mentioned acts;

and

(x) committing any other unlawful or disruptive acts this Court deems appropriate for injunctive relief.

b. The Union shall provide each of its officers, representatives, agents, members and picketers with a copy of this Order and a clear written directive to refrain from engaging in any of the misconduct enjoined by this Order.

c. The Union shall post this Order in its business offices and local meeting halls.

d. The Union shall provide the Court, within 3 days of the issuance of this Order, sworn affidavits describing with specificity what steps it has taken to comply with the terms of this Order.

e. The Union shall designate a responsible person as the captain who shall at all times be present at the picket line and who shall control the conduct of all pickets and limit the number of picketers to no more than four (4) peaceful picketers at each gate (two on each side).

f. The Union shall not start fires, bring wood or other debris, material or fuel, whether or not in barrels, use chairs or other similar items, and shall obey instructions of law enforcement and police officers. The Union shall, prior to leaving a picket site, police and remove any and all debris.

g. The Union and its members shall be advised a violation of this injunction may result in the Union or any member being found in contempt of court for violating this order and could result in jail time up to six months and/or a fine of up to \$500.

h. This case shall remain open on the docket of this Court until such time as the Union and Deere conclude their bargaining, at which time Deere shall cause this case to be dismissed.



State of Iowa Courts

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Type:

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DEERE & COMPANY VS UAW LOCAL NO. 281
OTHER ORDER

So Ordered

Marlita A. Greve, Chief District Judge,
Seventh Judicial District of Iowa

Electronically signed on 2021-10-20 11:20:11