

STATE OF RHODE ISLAND  
PROVIDENCE, SC.

SUPERIOR COURT

BURRILLVILLE SCHOOL COMMITTEE;  
MARY KARMOZYN, CHAIRPERSON;  
RAYMOND TRINQUE, VICE CHAIRPERSON;  
DOROTHY CARDON, JOAN M. COTE,  
PAUL COUTURE, PETER F. LAMBERT,  
SCOTT MOORE, MEMBERS;  
STEVEN WELFORD, SUPERINTENDENT AND  
THE TOWN OF BURRILLVILLE

VS.

C.A. NO. 07-4506

BURRILLVILLE TEACHERS ASSOCIATION;  
DAVID SHEEHAN, PRESIDENT AND  
INDIVIDUALLY; NICHOLAS SERVIDIO, VICE  
PRESIDENT AND INDIVIDUALLY;  
MICHAEL CLIFFORD, TREASURER AND  
INDIVIDUALLY; NANCY HODYS, VICE  
PRESIDENT AND INDIVIDUALLY; AND  
SUSAN REMINGTON, SECRETARY AND  
INDIVIDUALLY; ALL OF ITS MEMBERS  
(SEE ATTACHED SCHEDULE "A")

**VERIFIED COMPLAINT**  
**AND REQUEST FOR INJUNCTIVE RELIEF**

**COUNT I**

1. The Town of Burrillville is a public corporate body, with its principal offices located at 105 Harrisville Main Street, Harrisville, Rhode Island 02830 ("Town").
2. The Burrillville School Committee is a public corporate body, with its principal offices located at 2300 Bronco Highway, Harrisville, Rhode Island 02830 ("School Committee").
3. Plaintiff, Mary Karmozyn, of Glendale, Rhode Island, sues in her official capacity as Chairperson of the Burrillville School Committee;
4. Plaintiff, Raymond Trinque, of Pascoag, Rhode Island, sues in his official capacity as Vice Chairperson of the Burrillville School Committee;

5. Plaintiff, Dorothy Cardon, of Glendale, Rhode Island, sues in her official capacity as a member of the plaintiff School Committee.

6. Plaintiff, Joan M. Cote, of Mapleville, Rhode Island, sues in her official capacity as a member of the plaintiff School Committee.

7. Plaintiff, Paul Couture, of Pascoag, Rhode Island, sues in his official capacity as a member of the plaintiff School Committee.

8. Plaintiff, Peter F. Lambert, of Pascoag, Rhode Island, sues in his official capacity as a member of the plaintiff School Committee.

9. Plaintiff, Scott Moore, of Nasonville, Rhode Island, sues in his official capacity as a member of the plaintiff School Committee.

10. Plaintiff, Steven Welford, of Harrisville, Rhode Island, sues in his official capacity as Superintendent of Schools.

11. The Defendant, Burrillville Teachers Association ("BTA") is an association whose membership consists of certified school teachers employed by the School Committee.

12. The officers of said BTA, upon information and belief, are: David Sheehan, President; Nicholas Servidio, Vice President; Nancy Hodys, Vice President; Susan Remington, Secretary and Michael Clifford, Treasurer.

13. The remaining Defendants are all of the members of the BTA (see Schedule A attached hereto and made a part hereof) who constitute a class so numerous as to make it impossible to bring them all before this Court.

14. All named individual Defendants occupy a relationship with reference to BTA and the members thereof sufficient to ensure fair and adequate representation of all members of said BTA. All individual Defendants are sued herein in their individual capacities and in their representative capacities as officers of said BTA.

15. Pursuant to R.I.G.L. §16-2-9, the School Committee is charged generally to have the entire care, control and management of all public school interests in the Town of Burrillville.

16. At all times relevant hereto the School Committee has been engaged in carrying out the duties entrusted to it, as an agent of the State, under the Constitution of the State of Rhode Island and the laws and statutes of the State of Rhode Island.

17. Effective September 1, 2006, the School Committee and the BTA entered into an

**agreement concerning teachers' employment, which agreement expires according to its terms on August 31, 2007.**

**18. The Plaintiff, School Committee, and the Defendants have engaged in lengthy collective bargaining sessions over an extended period, including statutory mediation with an appointed mediator, in an attempt to agree upon the terms of a new contract.**

**19. The Plaintiff, School Committee, and Defendants remain significantly apart in their respective positions on several important issues and a resolution does not appear achievable in the reasonably foreseeable future.**

**20. Upon information and belief, the officers and members of Defendant BTA met and voted to engage in an illegal strike.**

**21. On August 29, 2007, the Plaintiff made sure that its schools were open as scheduled and the members of Defendant BTA refused and failed to report for their scheduled duties and have since refused and failed to do so.**

**22. Said strike constitutes an intentional and concerted effort designed to impair the normal operation of the Burrillville School District and to frustrate and impede the collective bargaining process, including negotiation and mediation, in which the parties are now engaged.**

**23. The Defendants' actions are in violation of R.I.G.L. §28-9.3-1 et seq.**

**24. Notwithstanding the clear, unequivocal, and much-reported rule of law declaring strikes by public school teachers to be illegal, and with full knowledge that a strike would cause significant disruption and irreparable harm to the lives of students and other citizens within the school district, the Defendants and its members have knowingly, intentionally and willfully engaged in such unlawful behavior.**

**25. The actions of Defendants, its officers, agents and members, if not restrained, constitute and will result in irreparable harm to the citizens and inhabitants of the Burrillville School District as follows:**

- a. Impede and obstruct the governmental functions of the School Committee;**
- b. Impair the normal operation of the school district;**

c. Endanger the public health and safety of the of the citizens and inhabitants of the Burrillville School District because the children in school district are being and will continue to be deprived of the education to which they are entitled pursuant to state and federal law;

d. Plaintiffs will incur significant additional costs and expenses in areas which include, but are not limited to, additional transportation services, personnel costs and spoilage of perishable items; and said illegal strike will continue to cause, if not restrained and enjoined, further additional costs and expenses beyond those necessary for the normal operation of the district for the regularly-scheduled school year, including, but not limited to, additional costs to provide special education services to students statutorily entitled to same;

e. The lives of many of the citizens of the school district will be disrupted in the ordinary affairs of family and work obligations of parents and other family members of students, childcare scheduling, and other, similar events of normal, everyday life, which will, in turn, affect the health, safety and well-being of the inhabitants of the school district;

f. The students enrolled in public schools will be deprived of the benefits of the public school education to which they are entitled, including, but not limited to the following:

(i) Students with disabilities will be denied special education services and the continuity of such services to which they are statutorily entitled, and which the Plaintiff is mandated to provide. Many of those students, owing to the nature of their disabilities, are in danger of suffering a non-recoverable regression of their educational progress in the absence of continuing services.

(ii) Low-income children eligible for, and in need of, the free and reduced cost lunch and breakfast programs will be denied those meals and the nutrition they provide;

(iii) Children who would otherwise benefit from the health care services provided in the schools will not receive the same; and

(iv) Scarce budgeted funds which would otherwise be devoted to the educational needs of the students will instead have to be allocated to the additional, unnecessary, costs incurred by reason of the illegal strike action of the Defendants.

26. At this time, the strike is one of indefinite duration and there appears no reasonable prospect for the successful resolution of the differences between the parties

which have thus far prevented such an agreement, unless an injunction is issued.

27. The Plaintiffs have no adequate remedy at law.

**WHEREFORE, Plaintiffs demand judgment and the order of this Court as follows:**

1. The Defendants and each of them, including each individual member of the BTA, be temporarily and permanently restrained and enjoined from engaging in a strike.

2. The Defendants and each of them, including each individual member of the BTA, be temporarily and permanently restrained and enjoined from proposing, adopting or approving any vote or resolution for any further strikes.

3. The Defendants and each of them, including BTA, and each individual member of said BTA, be temporarily and permanently restrained from engaging in any concerted action to impede or obstruct the governmental functions of the School Committee; from engaging, assisting (through financial support or otherwise), encouraging or participating in any strike, sanction, work slow down, work limitation, work-to-rule, or any other concerted effort in any form which is designed to impair in any fashion the normal operation of the school district as the same existed during the 2006-2007 school year; from entering into, making or carrying out under whatever name or by whatever manner or means arrived at, either openly or secretly, any activity, the effect of which is to impede or obstruct the governmental functions entrusted to the School Committee; and from taking any steps designed to interfere with the normal governmental activities of the School Committee.

4. In the meantime, pending a hearing on a temporary restraining order and/or temporary and/or permanent injunction on the prayers for relief in this petition, the Defendants and each of them, including BTA and each individual member of said BTA, be restrained and enjoined from engaging in a strike or from proposing, adopting or approving any vote or resolution for any strike, from providing any financial support of any kind to BTA and/or any of its members in furtherance of said illegal strike, from engaging in any concerted action to impede or obstruct the governmental functions of the School Committee, and from entering into, making or carrying out under whatever name and by whatever manner or means arrived at, either openly or secretly, any activity the effect of

which is to impede or obstruct the governmental functions entrusted to the School Committee and the normal operation of the Burrillville School District.

5. The Defendants and all members of the BTA, named or unnamed, be ordered and directed to rescind and recall any vote, resolution or order declaring such strike.

6. The Defendants and all members of the BTA, named or unnamed, be ordered and directed forthwith to resume and to continue the performance of their duties as certified teachers in the Burrillville School District, as directed by the Burrillville School Committee.

7. The Plaintiffs be awarded compensatory damages in an amount sufficient to allow the Plaintiffs to recover all of its monetary losses incurred as a result of the Defendants' illegal strike.

8. The Plaintiffs be awarded punitive damages in an amount determined by this Court as an adequate sanction in response to Defendants intentional, willful and flagrantly illegal acts, and as a deterrence to others from similar wrongful and flagrant conduct.

9. The Plaintiffs be awarded its costs in the prosecution of this action, including reasonable attorney's fees.

10. The Plaintiffs have such other and further relief as to this Court may seem meet and just under the circumstances.

WHEREFORE, Plaintiffs request this Court find that Defendants, each and every one, in their individual and official capacities, has bargained in bad faith and request an award of punitive damages and such other relief as this Court deems meet and just under the circumstances.

Plaintiffs,  
By their attorneys,



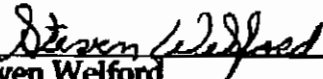
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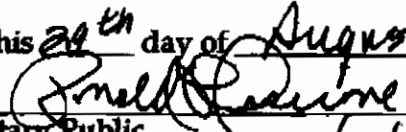
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**VERIFICATION**

I, Steven Welford, Superintendent of Schools of the Burrillville School District, on oath depose and say that I have read the foregoing complaint, know the contents thereof, and the facts therein alleged are true except as to those matters to be on information and belief, and as to those matters, I believe them to be true.

  
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Steven Welford  
Superintendent of Schools

Subscribed and sworn to before me this 29<sup>th</sup> day of August, 2007.

  
\_\_\_\_\_  
Notary Public  
My commission expires: 6/23/09