A third year employee of a chemical company was represented some hydrochlorine.

HYPOTHETICAL CASE 2

Forth the basis for your recommendations to your client.

You have been retained by the union to represent them. When Remedies are available to the union? When Remedies would you recommend to the union? Please set

Judgment: Promote the employer’s business.

deep access to their premises to any individual or group whose activities do not, in their own view, promote the employer’s business. The Union shall allow no solicitation of distribution activity on their premises.

The employer also states that because limited access to customers by “suitable means to customers by soliciting persons or individuals at company premises is material to their business.”

The employer received on the basis of their written policy on solicitation of

information which ordered the union’s activity on public property to be away from the stores.

The Enfield supermarket consists of two stores, one in a shopping plaza in Lowell

HYPOTHETICAL CASE

617-593-4000

PROFESSOR FREDERICK T. GOLDER

FINAL EXAM, DECEMBER 1, 1995

LABOR LAW - PRIVATE SECTOR

MASSACHUSETTS SCHOOL OF LAW
decision based upon the facts given and provide the rationale for your decision.

You are the administrative law judge assigned to hear this case. Please write a

The employer's unilateral action. On December 2, 1994, the union filed an unfair labor practice charge protesting

deductions from their paychecks.

health benefits were being increased and that the increased cost would be covered through employer contributions. The employer gave the employees a memo notifying them that insurance premiums for employees would be in the contract to the applicable union. On November 30, 1994, the union responded that the employer's package of proposals, and announced that they had rejected the November 28th meeting they were being presented on December 1, 1994. During the November 28th meeting, the

At the beginning of negotiations, the employer told the union that health benefits

in advance and implemented the terms of their final offer.

sessions were held. The last one on April 1, 1995. At that meeting, the employer declared an impasse and implemented the terms of their final offer.

agreement. After the collective bargaining agreement ended, four more bargaining negotiations prior to the expiration of the collective bargaining agreement on November 30, 1994. The parties met on that day. The employer would pay one hundred percent of the health benefits of the employees.

A collective bargaining agreement between the employer and union provided that

Hypothetical Case

Procedure?

employees? What arguments would you make to the arbitrator at the arbitration?

would you take on behalf of the employee and why? If you are available to the

You have been retained by the union to represent the employee. What action

dispute.

basis for his discharge. The employer has refused the union's request to stipulate the

record revealed no serious infractions. Violation of the no-smoking rule was the sole

employer's discipline until restructuring, even though the employee was disciplined even though he had failed to follow the rules of conduct, and that no-smoking signs were posted in the building. However, the employer steadfastly denied the employee's and pollution of the building. However, the employee's and pollution of the building. The employee admitted that he was holding a cigarette. He also admitted that

The employee filed a grievance.

With the facts given, the employee was immediately reprimanded of duty and discharged.