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- Happy Valley Inc Case Study

- If Happy Valley Inc. did anything wrong, what was it?

Good faith bargaining between the union and the employer requires the employer to provide the union representative with information regarding employment data (Walsh, 2012). Good faith does not require specification in legal agreements. It is presumed the parties involved will act fairly and honestly in order to maintain mutual rights to the benefits of the agreement. The NLRA requires good faith bargaining by every employer working with a union so an agreement is reached.

In the instance of Happy Valley Inc, the announcement of the change in policy regarding tardiness was send at 6pm July 3. The policy was implemented July 5, and the employee was terminated July 6. There was no opportunity in the time frame of one day for union negotiations over the change. It is not included if Happy Valley Inc. informed the employees in any fashion, but as they are associated with a union the information is distributed by the union representative. The representative is normally allowed time to determine if the change requires negotiation and to arrange for the negotiation with Happy Valley management.

- Did P. O. O. have any recourse against Happy Valley, Inc for implementing the attendance policy? If so, what was it?

The National Labor Relations Act may rule the employer is in violation of his responsibilities under his agreement with the union and declare a period of arbitration until a resolution or impasse. An impasse is reached when a deadlock occurs and there is no possible advancement toward a resolution. An impartial mediator is assigned to work with both parties and if not

successful, fact finding is conducted. Should this fail also, economic action or binding arbitration takes place (Archive. org, 2014).

If the NLRB determines the employer has violated good faith bargaining standards by refusing negotiation, the case goes before a legal courtroom for determination. Also, as a last resort, the union employees could strike and picket, withholding their labor until their employer reaches an understanding with the union concerning working conditions (Walsh, 2012).

- Did Mr. Hackenberg have any recourse to get his job back? If so, what was it?

The definition for an employee grievance is the act of initiating a formal procedure to express a feeling of injustice or dissatisfaction with a work situation (employee grievances, 2014). An organization is required to have grievance policies and procedures in place for Human Resource management. An employee grievance may be imagined or real, major or minor. As in the case of Mr. Hackenberg, He can file a grievance either personally or with the union. Should the employee file his own grievance with the employer, the union representative must be notified. Arbitration between the union representative and company management takes place and if the grievance is upheld, the employee receives a remedy (Walsh, 2012). If Mr. Hackenberg files the grievance and it is not resolved, it may take the form of a collective dispute (Managementstudyguide. com, 2014). Effective management takes steps concerning an employee grievance to eliminate the cause of the grievance. By acting quickly the effect on the workplace is minimized. If Mr. Hackenberg is offered his previous position and he opts to accept it, his attitude and performance is maintained. Other

employees are also affected by a positive resolution to a grievance. By acknowledging the validity of the complaint and gathering information, managers show lack of bias. Looking at the cause of the grievance also allows managers to eliminate the possibility of future complaints for the same reason. After reaching a decision and acting on it, review of the results determines if resolution is complete and adequate.

- Buckeye Case Study

- What is the issue presented by this fact pattern?

Heisman Howard, an employee undergoing treatment for cancer, exhausted his 12 weeks of FMLA leave and new CEO Brady Hoke for an additional four-month leave of absence to complete radiation treatment. While Howard's shifts have been covered using temporary workers, the company has a policy stating he will be automatically terminated if he doesn't return to work after six months.

CEO Hoke is concerned about showing leniency early in his employment by granting Howard additional leave. Walsh (2012) states fair dealing and good faith in relation to contracts requires Hoke to treat the situation with Howard the same as he would any other employee. The treatment has to be considered fair and not perceived as terminating him for the purpose of depriving him of the benefits of his job.

In addition, it is necessary Hoke proceed concerning decisions and processes with Hoke to avoid accusations of discrimination. It would benefit research by the Human Relations department of Wolverine Poultry to determine if past instances similar to Howard's exist and how they were resolved.

Dependent on which state Howard lives and works, Wolverine Poultry has the

ability to terminate his employment after missing too many days for illness.

In this instance, Hoke takes into account the responsibilities of his position to maintain the company's profitability and the humanity of the policy in

Howard's personal trials.

- What is the rule/test that a court would apply to this issue?

A drastic conclusion to reach is terminating Howard due to frustration of contract.

The situation occurs when an employee cannot fulfill the responsibilities of his position for an indefinite amount of time due to illness. Snelling (2014)

details the test of Marshall v Harland & Wolff Ltd established in 1972.

- What is a case from the text addressing this issue?

Walsh (2012) states in the case of Bryson v Regis hairstylists. 498 F. 3d 561 [6th Cir. 2007] an employee was terminated when she was not able to return to work following medical leave. After exhausting FMLA, she was tardy in providing a medical clearance to return to work. The verdict of the court was the Bryson was terminated because she was not able to fulfill the responsibilities of her position and her medical condition did not qualify as a disability (Findlaw, 2014)

- Provide an analysis of the relevant facts.

The facts involved in the situation of the employee Howard becoming ill with cancer and requesting time past that allowed by the policy of Wolverine Poultry for possible recovery. The CEO Hoke must weigh the necessity of enforcing the policy of automatic termination after sixty days. A previous court case presented the classification of Howard's illness as a disability; Hoke has the right to terminate Howard with 30 days notice. Using the

opinion of medical authority, Hoke should discharge Howard based on Howard's disability and the policy of the company. Hoke's decision in the matter sets a precedent for other situations in the future.

- Buckeye Bakery Case Study

- Identify the issue presented by this fact pattern

Employee Braxton was an exceptional employee that left Buckeye Bakery for another opportunity. When he was rehired, he became a new employee once again. Although he had worked enough hours to qualify for health insurance to cover his injury, the lapse in employment disqualified him for benefits. He was terminated for inability to work for 2-3 weeks.

- Identify the rule/test that a court would apply to this issue Walsh (2012)

states cites the Consolidated Omnibus Budget Reconciliation Act (COBRA) which says an employer with group health plans and at least 20 employees must offer continuation of coverage for up to 18 months, regardless of whether the employee became unemployed through involuntary or voluntary termination. Termination for gross misconduct negates the rule. Braxton elected not to continue the coverage.

- Identify a case from the text addressing this issue

An employee was terminated for reasons other than gross conduct. His wife had breast cancer and he was told on his last day of work by the office that he could continue his health insurance. Nine months later, he found he and his wife were uninsured. Case was Sec, McDowell v. Krawchison, 125 F. 3d954 (6th Cir. 1997).

- Provide an analysis of the relevant facts.

The employee Brady worked for Buckeye Bakery for one year and was

eligible for health insurance. He left for another employer, then returned to Buckeye. Two weeks after returning, he sustained an injury that prevented performance of job responsibilities for 2-3 weeks. It is not clear whether Buckeye offered Brady COBRA health insurance, but in the event the company did, Brady had the option for coverage. The same is true of his employment with Hostess; he may have been eligible for health insurance after 4 months, and was offered COBRA on leaving that company. The company was within its rights to terminate him according to its attendance policy.

- Cornhusker Kettle Korn Case Study

- What is an absolute defense CKK has to Kristine's claims?

Kristine did not inform management of her aversion to the behavior of the other employees. Had she done so, it would have been their responsibility to address the issue.

- Can Kristine establish a prima facie case of harassment?

In order to establish a prima facie case, she would need to produce testimony by witnesses of the harassment incidences. If employees or others present in the store at the time of the behavior can attest to its presence, Kristine has a prima facie case.

- Analyze whether CKK can establish a strong defense to the allegation of harassment.

CKK management is responsible for appropriate conduct both on and off the sales floor in their company. Kristine's attorney can accuse CKK of improper protection of Kristine against harassment. Since the harassment was offensive sexually, a designation of sexual harassment can be alleged. If the

company had completed employee training addressing the behavior of sexual harassment and the steps to be taken when it occurs, the defense would rest on the fact that management was not made aware of the situation. If, however, she can prove management was aware of the circumstances, defense will be more difficult.

According to Walsh (2012), an employer is negligent if he should have known about the harassment and did not take steps to stop it. In this case, it would be difficult to create a case for defense.

- What is the most significant piece of information I will take away from the Employment and Labor Law course content?

While it covers a broad range of information and procedures, the most significant piece of information I take away from this course is the importance of following legal precedents and policy. It is my responsibility to assure my actions are in accordance with state and federal regulations, not to simply assume company policy is correct. In the event my employer has a questionable policy or situation, I believe it is my job to bring the conflict into question and seek positive solutions.

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