

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

METROPOLITAN CHICAGO, INC.,)	
)	
Plaintiff,)	
)	
v.)	Case No. 99 C 2886
)	
TEAMSTERS LOCAL 705,)	
)	
Defendant.)	

INSTRUCTIONS GIVEN TO THE JURY

(GENERAL INSTRUCTIONS AND VERDICT FORMS OMITTED)

“Primary activity”

When a labor union has a dispute with an employer regarding that employer’s labor and employment policies, the dispute is called a “primary dispute,” and the employer is called a “primary employer.” Federal law protects the right of a labor union to lawfully picket, or take other lawful action, against an employer with which the union has a primary dispute concerning that employer’s labor and employment practices. The action taken by the union is referred to as “primary activity.”

“Secondary activity”

Federal law prohibits a union from unlawfully threatening or coercing an employer with which the union does not have a dispute in order to force that employer to cease doing business with a primary employer. The employer with whom the union does not have a dispute is called a “neutral” or “secondary employer.” The union’s activity against this neutral or secondary employer is called “secondary activity.” Federal law allows anyone who is injured by a union’s unlawful secondary activity to bring a lawsuit to recover the damages that he sustained.

Plaintiff's claims

The plaintiff, Metropolitan Chicago, Inc. has made two claims against the defendant, Teamsters Local 705. The first claim concerns Top Five Productions. The second claim concerns Aon. You are required to give separate consideration to each of these claims.

Claim concerning Top Five Productions

The plaintiff has the burden of providing each of the following propositions with regard to its claim concerning Top Five Productions:

First, that the defendant engaged in unlawful threats or coercion directed at Top Five Productions;

Second, that the defendant's acts were intended to force Top Five to stop doing business with the plaintiff; and

Third, that the defendant's acts proximately caused damage to the plaintiff.

If you find from your consideration of all the evidence that plaintiff has proved each of these propositions against the defendant, then you should find in favor of the plaintiff on its claim concerning Top Five Productions.

If you find from your consideration of all the evidence that any of these propositions has not been proved against the defendant, then you should find in favor of the defendant and against the plaintiff on its claim concerning Top Five Productions.

Claim concerning Aon

The plaintiff has the burden of providing each of the following propositions with regard to its claim concerning Aon:

First, that the defendant engaged in unlawful threats or coercion directed at Aon:

Second, that the defendant's acts were intended to force Aon to stop doing business with the plaintiff; and

Third, that the defendant's acts proximately caused damage to the plaintiff.

If you find from your consideration of all the evidence that plaintiff has proved each of these propositions against the defendant, then you should find in favor of the plaintiff on its claim concerning Aon.

If you find from your consideration of all the evidence that any of these propositions has not been proved against the defendant, then you should find in favor of the defendant and against the plaintiff on its claim concerning Aon.

Unlawful threats or coercion

The following may constitute unlawful threats or coercion on the part of a labor union:

- engaging in “secondary activity,” as I have previously defined that term;
- picketing at a separate gate that a primary employer has maintained for the exclusive use of a secondary employer; however, if the primary employer or its employees or suppliers uses the separate gate, then the union may lawfully picket at that gate.

The following do not constitute unlawful threats or coercion on the part of a labor union:

- engaging in, or threatening to engage in, primary picketing;
- threatening or warning a neutral employer that the union intends to picket a primary employer, or advising a neutral employer of the likely effects of lawful primary picketing;
- making an appeal to a neutral employer to stop doing business with a primary employer, so long as the appeal is not accompanied by unlawful threats or coercion;
- when a strike is being conducted against a company that operates trucks, the union may picket while the trucks are at another location, so long as the primary employer is identified as the object of the picketing.

Intent

As I have stated, the plaintiff has the burden of proving that the defendant had the intent of forcing a neutral employer to stop doing business with the plaintiff.

The plaintiff is not required to prove that this was the union's sole intent. If the plaintiff proves that the union acted with mixed motives – that is, with the intent to affect both a primary and a secondary employer – that may suffice to show that the union had the necessary wrongful intent.

However, the fact that a union's conduct may have had a foreseeable effect on the neutral or secondary employer is not enough to establish that the union had the necessary wrongful intent.