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# I'm A Rat, But I'm Just Chillin'

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When is the inflatable rat not disruptive? Apparently, when he appears at a job site in New York where a non-union contactor is employed. Then he's just "Chillin." A federal judge in New York this week determined that he could not enter an injunction against the use of the rat even though the employer involved had a contractual provision that prevented "strikes, walkouts, picketing, work stoppages, slowdowns, boycotts or other disruptive activity of a similar nature at a job site of, or otherwise directed at any Employer during the terms of this Agreement." Judge Joseph F. Bianco of the U.S. District Court for the Eastern District of New York held the Norris-LaGuardia Act prohibited him from entering an injunction, and he held further that the contractual bar cited by the employer was intended only to prohibit strike-like activity. The employer asserted that the use of the rat at the job site was "other disruptive activity" as spelled out in the CBA. However, Judge Bianco disagreed. "[T]here is no allegation that the use of the rat has any impact on labor at the job site." In fact, the ban on "disruptive activity" that appears in the CBA is limited by the phrase "of a similar nature," Bianco said. Because of that, disruptive activity had to be activity that had an effect similar to a strike or work stoppage. "To hold otherwise would be to prohibit the union from engaging in any speech that is harmful to plaintiff's business image." The case is Microtech Contracting Corp. v. Mason Tenders Dist. Council of Greater N.Y., E.D.N.Y., No. 2:14-cv-04179, 10/27/14. A copy of the decision is available here.

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