

The Burger Court Opinion Writing Database

Howard Johnson Co. v. Hotel Employees
417 U.S. 249 (1974)

Paul J. Wahlbeck, George Washington University
James F. Spriggs, II, Washington University
Forrest Maltzman, George Washington University



Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
THE CHIEF JUSTICE

May 29, 1974

Re: 73-631 - Howard Johnson Co. v. Detroit Local Joint
Executive Board, Hotel and Restaurant
Employees and Bartenders International
Union, AFL-CIO

Dear Thurgood:

Please join me.

Regards,

WB

Mr. Justice Marshall

Copies to the Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WILLIAM O. DOUGLAS

May 23, 1974

MEMO TO THE CONFERENCE:

My dissent in 73-631, Howard
Johnson Co. v. District Local is at the
Printer.

WILLIAM O. DOUGLAS

The Conference

To : The Chief Justice

1st DRAFT

SUPREME COURT OF THE UNITED STATES

No. 73-631

Plaintiff: *Howard Johnson Co.*

Circulated: *5-24*

Howard Johnson Company,
Inc., Petitioner,

v.
Detroit Local Joint Executive
Board, Hotel and Restaurant
Employees and Bartenders
International Union,
AFL-CIO.

Recirculated:
On Writ of Certiorari
to the United States
Court of Appeals for
the Sixth Circuit.

[May —, 1974]

MR. JUSTICE DOUGLAS, dissenting.

The petitioner, Howard Johnson, in 1959 and 1960 entered into a franchise agreement with P. L. Grissom, Ben Bibb, and the Belleville Restaurant Company (Grissom) under which the franchise operated a Howard Johnson Restaurant and Motor Lodge. In 1968 Grissom entered into a collective-bargaining agreement with the respondent union affecting both its restaurant and motel employees. On June 16, 1972, Grissom sold the business to Howard Johnson, the transfer of management to take place on July 24, 1972. On June 28, Howard Johnson notified Grissom that it would not recognize or assume its labor agreements and on July 9, 1972, Grissom gave notice to its employees that they would be terminated at midnight, July 23. Howard Johnson began interviewing prospective employees in early July, and when it took over the operation on July 24 it retained only 10 of Grissom's employees; at least 40 were permanently replaced. The Union brought this action under § 301 of the Labor Management Relations Act, and the District Court issued an order compelling petitioner to arbitrate.

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WM. J. BRENNAN, JR. May 23, 1974

RE: No. 73-631 Howard Johnson v. Detroit
Local, etc.

Dear Thurgood:

I agree.

Sincerely,



Mr. Justice Marshall

cc: The Conference

✓
Supreme Court of the United States
Washington, D. C. 20543
3

CHAMBERS OF
JUSTICE POTTER STEWART

May 23, 1974

73-631 - Howard Johnson v. Hotel Employees

Dear Thurgood,

I am glad to join the opinion you have
written for the Court in this case.

Sincerely yours,

C.S.
P.J.

Mr. Justice Marshall

Copies to the Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE BYRON R. WHITE

May 23, 1974

Re: No. 73-631 - Howard Johnson Co. v. Detroit
Local Joint Executive Bd

Dear Thurgood:

I agree with your opinion in this case.

Sincerely,



Mr. Justice Marshall

Copies to Conference

To: The Chief Justice
Mr. Justice Douglas
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Blackmun
Mr. Justice Powell
Mr. Justice Rehnquist

From: Marshall, J.

Circulated: MAY 22 19

Recirculated: _____

1st DRAFT
SUPREME COURT OF THE UNITED STATES
No 73-631

Howard Johnson Company,
Inc., Petitioner,

v.

Detroit Local Joint Executive
Board, Hotel and Restaurant
Employees and Bartenders
International Union,
AFL-CIO.

On Writ of Certiorari
to the United States
Court of Appeals for
the Sixth Circuit.

[May —, 1974]

MR. JUSTICE MARSHALL delivered the opinion of the
Court.

Once again we are faced with the problem of defining the labor law obligations of a "successor" employer to the employees of his predecessor. In this case, petitioner Howard Johnson Company is the bona fide purchaser of the assets of a restaurant and motor lodge. Respondent Union was the bargaining representative of the employees of the previous operator, and had successfully concluded a collective-bargaining agreement with him. In commencing its operation of the restaurant, Howard Johnson hired only a small fraction of the predecessor's employees. The question presented in this case is whether the Union may compel Howard Johnson to arbitrate, under the arbitration provision of the collective-bargaining agreement signed by its predecessor, the extent of its obligations under that agreement to the predecessor's employees.

Prior to the sale at issue here, the Grissom family—Charles T. Grissom, P. L. Grissom, P. L. Grissom & Son,

To: The Chief Justice
Mr. Justice Douglas
Mr. Justice Brennan
Mr. Justice Stewart
Mr. Justice White
Mr. Justice Black
Mr. Justice Powell
Mr. Justice Rehnquist

2nd DRAFT

From: Marshall, J.

SUPREME COURT OF THE UNITED STATES

No. 73-631

Recirculated: MAY 2 1974

Howard Johnson Company,
Inc., Petitioner,
v.
Detroit Local Joint Executive
Board, Hotel and Restaurant
Employees and Bartenders
International Union,
AFL-CIO.

On Writ of Certiorari
to the United States
Court of Appeals for
the Sixth Circuit.

[May —, 1974]

MR. JUSTICE MARSHALL delivered the opinion of the Court.

Once again we are faced with the problem of defining the labor law obligations of a "successor" employer to the employees of his predecessor. In this case, petitioner Howard Johnson Company is the bona fide purchaser of the assets of a restaurant and motor lodge. Respondent Union was the bargaining representative of the employees of the previous operator, and had successfully concluded a collective-bargaining agreement with him. In commencing its operation of the restaurant, Howard Johnson hired only a small fraction of the predecessor's employees. The question presented in this case is whether the Union may compel Howard Johnson to arbitrate, under the arbitration provision of the collective-bargaining agreement signed by its predecessor, the extent of its obligations under that agreement to the predecessor's employees.

Prior to the sale at issue here, the Grissom family—Charles T. Grissom, P. L. Grissom, P. L. Grissom & Son,

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE HARRY A. BLACKMUN

May 28, 1974

Re: No. 73-631 - Howard Johnson Co. v. Detroit Local

Dear Thurgood:

Please join me.

Sincerely,



Mr. Justice Marshall

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20530

CHAMBERS OF
JUSTICE LEWIS F. POWELL, JR.

May 28, 1974

No. 73-631 Howard Johnson Co. v. Detroit Local

Dear Thurgood:

Please join me.

Sincerely,

Mr. Justice Marshall

lfp/ss

cc: The Conference

Supreme Court of the United States
Washington, D. C. 20543

CHAMBERS OF
JUSTICE WILLIAM H. REHNQUIST

May 23, 1974

Re: No. 73-631 - Howard Johnson Co. v. Detroit Local

Dear Thurgood:

Please join me in your opinion for the Court in this case.

Sincerely,

WV
WM

Mr. Justice Marshall

Copies to the Conference