

## White and Williams Obtains Injunction for Massachusetts Coalition of Police in Contract Dispute with I.U.P.A

12.5.19

In *Massachusetts Coalition of Police, et al. v. International Union of Police Association, AFL-CIO*, White and Williams represents the Massachusetts Coalition of Police (Mass C.O.P.), the largest law enforcement union in Massachusetts, and its executive officers in a dispute with the International Union of Police Association, AFL-CIO (I.U.P.A.), an international union with which Mass C.O.P. has been affiliated since 1979.

In November 2019, Mass C.O.P. invited I.U.P.A. to attend a Mass C.O.P. board meeting at which potential disaffiliation with I.U.P.A. would be discussed. I.U.P.A. responded by purportedly imposing an "administratorship" over Mass C.O.P., which entailed, among other things, firing the executive officers, freezing Mass C.O.P.'s bank accounts, cancelling the board meeting, directing all employees to report to the purported administrator, and informing the Mass C.O.P. membership that I.U.P.A. had taken over. Mass C.O.P. and the executive officers promptly sued and moved for a preliminary injunction, arguing that the I.U.P.A. constitution – the contract that governs the Mass C.O.P./I.U.P.A. relationship – exempted Mass C.O.P. from the definition of affiliates over which I.U.P.A. was empowered to impose an administratorship. I.U.P.A. responded by claiming that its board had amended the constitution to give itself the power to avoid the exemption on which Mass C.O.P. was relying, and that it had invoked that power. Mass C.O.P. responded that the alleged amendment and alleged invocation of the alleged new power were invalid because Mass C.O.P. had received no notice of either the alleged amendment or the alleged invocation.

By Memorandum of Decision and Order on Plaintiffs' Motion for Preliminary Injunction, dated December 5, 2019, an associate justice of the Massachusetts Superior Court granted Mass C.O.P.'s motion for a preliminary injunction. The court ruled that Mass C.O.P. and the individual plaintiffs had demonstrated that they are likely to prevail, accepting their interpretation of the constitution and agreeing that the amendment was invalid; it is "hornbook" law that contract amendments require mutual consent, and the amendment was invalid because Mass C.O.P. had not consented to it. The court enjoined I.U.P.A. from "exercising or purporting to exercise any powers of [a] dministratorship," declared all of I.U.P.A.'s actions pursuant to its asserted administratorship "null and void *ab initio*," ordered I.U.P.A. to inform Mass C.O.P.'s membership of same, ordered I.U.P.A. to cease interfering with Mass C.O.P.'s access to its accounts, and ordered I.U.P.A. to notify Mass C.O.P.'s bank of the terms of the order.

Mass C.O.P. and its executive officers are represented by David Chaffin, Rachel Eisenhaure and Craig Stewart.

