

## COA Opinion: A federal statute protecting union democracy preempts a union employee's attempt to enforce a just-cause employment contract

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In *Packowski v. United Food & Commercial Workers Local 951*, No. 282419 (published July 8, 2010), a divided panel of the Court of Appeals held that the federal Labor Management Reporting Disclosure Act, 29 U.S.C. § 401 *et seq.*, preempted a union employee's claim that the union breached his employment contract by firing him without just cause. Writing for the [majority](#), Judge Wilder explained that the Act's purpose was to protect union democracy, which meant that an elected union president could choose employees who would reflect the president's views and, correspondingly, fire those who did not. Because the employee here did not dispute that he was a policy-implementing employee, the majority concluded that the Act protected the union official's authority to fire him. Accordingly, the majority held that recognizing a state-law cause of action based on the employee's claim he could be terminated only for cause conflicted with the purpose the Act and was therefore preempted.

In [dissent](#), Judge Beckering reasoned that when a union makes the decision to offer a just-cause employment contract to an employee, that contract can be enforced without violating the Act. Holding otherwise allows unions to offer just-cause employment contracts even though the just-cause requirement would be unenforceable. The relevant U.S. Supreme Court precedent, she continued, did not mean that state law could never restrict a union leader's discretion to terminate an employee.