

Monday, October 29, 2018

SEIU, Local 73

300 S. Ashland

Chicago, IL 60314

OFFICER ELECTION APPEAL

To Whom it May Concern:

Pursuant to the LMRDA and the OLMS, I hereby challenge the election for officers in SEIU, Local 73 that concluded with the ballot count of October 23, 2018. Essentially, the International took this Local over in Trusteeship in August of 2016 and despite no valid reason to continue the Trusteeship, nor any legal authority to continue the Trusteeship, failed to return the Local to its own control until a lawsuit was brought to effectuate an election. See Hunter v. SEIU, et al., docket 1:18-cv-0096, filed in February, 2018, in Federal District Court for the Northern District of Illinois, and still pending before the Honorable Judge Rebecca Pallmeyer.

The Trustees deemed that the current version of the Constitution and Bylaws were inadequate and required amendment only *after* facing two lawsuits for elections, after the expiration of the 18 month presumption of validity and after Judge Pallmeyer threatened to order immediate elections this past summer. The trustees then nominated and controlled a committee to amend that Constitution, called the “Committee on the Future” and then claimed a majority vote had ratified that Amendment Constitution, when in fact less than 4% of the membership voted in favor of the referendum. The Amendments essentially changed all of the rules for election, including the positions of governance and the procedure for nominations. Following that self-declared victory, elections were held by mail-in ballot (the first time anything other than in-person voting for officers was done at this Local), and only two slates were on that ballot: one being led by Trustee Dian Palmer. Not surprisingly, Trustee Palmer’s slate won, allowing the Trustees to retain control of Local 73.

I hereby object to the following election violations:

I. PRE-ELECTION ACTIVITY

A. THE RETALIATORY TERMINATION OF NINE DULY ELECTED OFFICERS AS A WAY OF STIFLING POLITICAL ADVERSARIES.

The Trustees suspended and terminated nine staff members of Local 73, all of whom (with the exception of Mr. Simpson) were also elected officers of either Local 73 or SESU. The Trustees suspended and terminated these individuals (Willie English, Remzi Jaos, Ricardo Loza, Brenda Woodall, Bashir Nurrudin, Tom Haley, Leonard Simpson, Ron Lee and Terri Barnett) without notice of charges, a reasonable time to prepare a defense and without due process, grievance hearing or progressive discipline. These individuals were all terminated as a result of exercising their political free speech and for participating in an election slate (Members-Leading-Members) to run against the trustees. Such terminations were part of an ongoing scheme to stifle criticism and dissent, all in violation of Title I of the LMRDA. Additional details of those

violations can be found in the complaint regarding same, filed in the Federal District Court for the Northern District of Illinois and captioned English v. SEIU, et al. docket no.1:18-cv-05272, pending before the Honorable Judge Alonso, a copy of which is attached hereto.

B. THE IMPROPER AND ILLEGAL PASSAGE OF CONSTITUTION AND BYLAW AMENDMENTS AFTER ELECTION ORDERED BUT BEFORE NOMINATIONS SOUGHT.

The Trustees did not comply with either the Local or the International Constitution requirements for the passage of Constitutional Amendments. The passage of any Constitutional Amendments should have been done at a membership meeting, and the proposed Amendments should have been read aloud at a prior membership meeting, with time allowed for discussion and debate, as required by both the Local and International Constitutions. Instead, the proposed changes were campaigned for, in toto, on job sites and were literally sold to the few voters that voted as the way to get the local out of Trusteeship. Individuals with questions about the proposed changes were treated rudely and their questions were not answered.

Further, the entire process of appointing a committee favorable to the Trustees and headed by the Trustees was an improper exertion of the Trustees' control over the outcome of those recommendations. This was the "Committee on the Future." The majority of the constituents of this appointed Committee were candidates on Trustee Palmer's election slate, were appointed to the election committee or, in the case of Mr. Edelman, who was later deputized by Trustee Palmer to oversee the entire election process. Worse, the committee formation and reporting to members was an improper use of Local funds and staff time which was, essentially, the beginning of a campaign for election. The mailings and website postings regarding the committee were actually ways to put the Trustees' candidates before the members just before an election and garner favor and votes.

Both procedurally and substantively, the attempt to amend the Local Constitution was erroneous, unfair, violative of both the letter and spirit of the LMRDA and the Local and International Constitutions and resulted in a distinct disadvantage to the opposition slate. Amending the Constitution and Bylaws changed the rules so that it put the political adversaries of the Trustees at a distinct disadvantage. *See* the 6/11/18 Election Status Report and 6/14/18 Supplemental Election Status Report, attached hereto.

C. THE TRUSTEES IMPROPERLY CAMPAIGNED AND SOUGHT SIGNATURES ON THEIR PETITION ON UNION TIME, USED UNION RESOURCES AND ASSERTED UNDUE INFLUENCE ON THE MEMBERSHIP.

During the time period to collect signatures on the petitions for this election, Local 73 staff employee Science Meles called a meeting to talk about Contract Negotiation, then pulled out the signature form for Trustee Palmer and asked members to sign for the 73 Rising slate. This was during Union time and at Local 73 premises. *See* the Letter to Election Committee chairperson, Joseph Iosbaker, and the attached affidavit of Mario Martinez.

Jeff Howard, at the September 4th Indiana Bus Drivers contract ratification, asked members to sign the petition for the 73 Rising slate. This was also during Union time.

Dian Palmer and Manny Trinidad sought signatures during work time September 7th from 12pm to 2:45pm , see Chris Logan email and video as well as September 11th email from Veola Hankle email to Manny Trinidad complaining that Diane was not invited at the Picnic and how she bombarded the hall and spoiled the time they had with employees. Chris Logan called the Local 73 Office at the same time Diane was at the picnic and asked to talk to Diane Palmer but was told she is in a meeting.

Additionally, union email and blast text messaging was used throughout the campaign to the benefit and support of the 73 Rising slate and candidate/Trustee Dian Palmer, including without limitation her use of member contact information lists to facilitate these emails and texts, when candidate Jaos was denied such access by the election committee, in direct violation of the LMRDA.

**D. THE TRUSTEES WERE CLEARLY SUPPORTED BY THE
INTERNATIONAL UNION AND THE USE OF THE INTERNATIONAL
SLOGAN CAUSED CONFUSION AND EXERTED UNDUE INFLUENCE.**

There was not enough notice of the election given to members in order to allow them time to formulate a slate. Trustee Palmer was given more than 3 weeks advance notice, ahead of all other members and candidates, of the International's decision to waive the 2 year membership requirement. See the attached letter of SEIU President Mary Kay Henry. Further, it was improper for the two year membership requirement to be waived by International so that the Trustees would be allowed to run for office. See letter written by International President, Mary Hay Henry dated July 30th , allowing Dian Palmer and Jeff Howard, to run for office with 6 months membership, when the constitutional requirement is 2 years. Potentially hundreds of members who wanted to run for office, that had been members for 6 months did not get notice well over 3 weeks later after August 21st. Disenfranchising members from participating in the election process, which is a violation of the LMRDA.

The entire slogan of the Trustees' slate, 73 Rising, was in line with the International slogan, "Together we Rise" and improperly put the weight and authority of an SEIU International program and agenda, funded entirely by the International parent union, for the exclusive benefit of Trustee Palmer's slate. Much campaign literature was distributed for the International slogan, and thus, caused confusion and support for the Trustee slate. See Status Report of 8/28/18, attached hereto, and Docket No. 70 of 1:18-cv-986 for the substantiating documentation, which is too voluminous to attach hereto but has been served on your attorneys, Barry Bennett.

**E. THERE WAS MUCH COLLUSION BETWEEN THE ELECTION
COMMITTEE AND THE TRUSTEES AND THE 73 RISING SLATE.**

The interaction between the election committee and the Trustees and the 73 Rising slate was inappropriate and amounted to voters fraud.

A September 10th email from Regina Russell copying Election Committee Chair Joe Iosbaker and candidate for 73 Rising Cathleen Jenson to members of UIC about a meeting for

contract negotiations was very suspect because Contract Negotiation do not start for one more year!

One of the candidates on a slate or at large (Darryl Wright) Cook County did not authorized, nor did he solicit petitions to be on a slate. Mr. Wright is a supporter of mine, and voluntarily transferred his petitions to my candidacy for Union President, and submitted a document to the election committee stating the same. Election committee added Darryl Wright in the Ballot as on independent for Region 3 Cook County without signatures and at the direction of the trustees! Region 3 requires 75 Signature's to be placed in the Ballot. See the attached email forwarded by Chris Logan.

Trustee Dian Palmer deputized International Business Agent, Kurt Edelman, who has never been a member of Local 73, to oversee the entire election process and the election ballot counting. Candidate Jaos objected to Mr. Edelman's appointment at the signature verification meeting, but that objection was overruled by the Election Committee at that time. Mr. Edelman is the International Union's specialist at data mining and membership list extraction. His involvement in this election, at the explicit appointment of candidate/trustee Palmer, was an impermissible interference in the Local election by the International Union and violating of the democratic process.

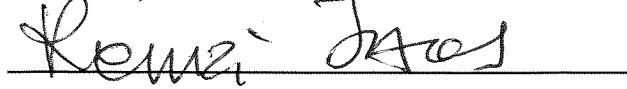
F. THE ENTIRE ELECTION PROCESS IS SUSPECT AS IT DISENFRANCHISED MORE THAN 90% OF MEMBERS.

Less than 2300 members allegedly cast ballot from a membership of more than 28,000, which represents less than 9% participation. Hundreds, potentially thousands, of members did not receive a ballot and when they called the 800 number they still did not receive one. (See, e.g., Johnny Jimmerson challenge). Further, the Trustees purposely sent a solicitation for a credit card one week before mailing the ballots, in the same or similar envelope as the ballot. This was done to purposely limit the number of voters. Ostensibly, the Trustees knew if they limited the ballots to the few (1%) of members they had in support of them, they could win the percentages.

Also, being the first time a mail in process was utilized for officer elections, there were many members confused about procedures and deadlines. The fact that only 2,355 ballots were submitted in a union with approximately 28,000 members, in itself proves the disenfranchising of more than 90% of the members. Clearly, something was done right in running this election.

I am demanding the Final Vote Tally and Regional Vote count, as well as names and units of voters. I am also demanding that this election be vacated and that a new election proceed with the oversight of the Department of Labor. Should this matter not be addressed internally, I will be seeking the Department of Labor's intervention.

Submitted,



Date: Oct. 29, 2018

REMZI JAOS

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

WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA,)
BRENDA WOODALL, BASHIR B. NURUDDIN,)
TOM HALEY, and LEONARD SIMPSON,)
)
)
Plaintiffs,)
)
)
v.)
)
)
SERVICE EMPLOYEES INTERNATIONAL UNION,)
LOCAL #73; DENISE POLOYAC, Individually and)
as former Trustee of SEIU, LOCAL 73,)
)
)
Defendants.)
)

Case No.
JURY DEMANDED

COMPLAINT

NOW COME PLAINTIFFS, WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA, BRENDA WOODALL, BASHIR B. NURUDDIN, TOM HALEY and LEONARD SIMPSON, by and through their attorneys, MELISSA CASEY, of the MPC LAW GROUP, and GLEN J. DUNN, JR., of GLEN J. DUNN & ASSOCIATES, LTD., and hereby bring this Complaint in Equity seeking money damages and injunctive relief.

I. SUMMARY

Specifically, SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #73, (hereinafter, "Local 73") was taken into trusteeship on August 6, 2016, by the International parent union, SEIU, for the alleged inability of its then President, Christine Boardman, to maintain democratic procedures. Following the imposition of the trusteeship, the International union began a campaign to systematically suppress any and all perceived opposition, criticism and stifle political dissent. This campaign was manifest, in part, by the harassment, intimidation and later suspension and termination of the Plaintiffs herein immediately following their public

declaration of intention to seek candidacy and run for democratic office in a political slate called “members leading members” in the next democratic election in Local 73 following the termination of the trusteeship. The political slate “members leading members” did not have the support or endorsement of Local 73 management or the trusteeship.

Plaintiffs assert that their suspensions and terminations violate sections 101(a)(1); 101(a)(2); 101(a)(4) [and their accompanying expulsion from membership in Local 73 violates sections 101(a)(5) and 609] of Title 1 of the Labor-Management Reporting and Disclosure Act of 1959 (“LMRDA”) because, without limitation, their suspensions and terminations deprived the union membership of their elected officials, and of the slate candidates of their choosing. The systematic dismissal of all Plaintiffs was part of a purposeful and deliberate attempt to suppress criticism and stifle dissent within Local 73 while under the Trusteeship of Service Employees International Union, the parent union, and designed to eliminate the only political slate organized independently by the Local 73 membership. Plaintiffs seek the injunctive relief of immediate reinstatement of their union membership in Local 73 and reinstatement of their positions as staff and elected officials within Local 73 and/or SESU.

Additionally, Plaintiffs (with the exception of REMZI JAOS), were also members of the internal staff union of Local 73, SERVICE EMPLOYEES STAFF UNION, (hereinafter, “SESU”), and as such, the terms of their employment was governed by the collective bargaining agreement between Local 73 and SESU. Plaintiffs allege that their suspensions and terminations violate Article 11, sections 1-6 and Article 12 of the CBA. Plaintiffs seek injunctive relief for reinstatement to their positions and money damages for their lost wages, benefits and other pecuniary damages associated with their dismissal. In support of this Complaint for injunctive and monetary relief, Plaintiffs state:

II. JURISDICTION AND VENUE

1. This Court has jurisdiction of this action under Section 102 of the Labor-Management Reporting and Disclosure Act of 1959, as amended (“LMRDA”), 29 U.S.C. 412, which mandates that “[a]ny person whose rights secured by the provisions of this title have been infringed by any violation of this title may bring a civil action in a district court of the United States for such relief (including injunctions) as may be appropriate.
2. Jurisdiction is also conveyed on this Court by virtue of 28 U.S.C. 1331 as this claim arises under the laws of the United States of America.
3. This Court has jurisdiction over certain claims, including without limitation those arising under the Collective Bargaining Agreement between Local 73 and SESU pursuant to 28 U.S.C. 1367(a) as those claims are so related to the claims arising under, *inter alia*, the LMRDA that they form the part of the same case or controversy under Article III of the U.S. Constitution.
4. Venue exists and is proper in this District pursuant to Section 102 of the Labor-Management Reporting and Disclosure Act of 1959, as amended (“LMRDA”), 29 U.S.C. 412, which mandates that “[a]ny such action against a labor organization shall be brought in the district court of the United States for the district where the alleged violation occurred, or where the principal office of such labor organization is located.”

III. PARTIES

5. Plaintiff, REMZI JAOS, at the time of his termination on or about June 26, 2017, was a member in good standing of Local 73.

6. Plaintiffs, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDDIN, TOM HALEY and LEONARD SIMPSON, at the time of their suspensions, on or before January 8, 2018, were all members in good standing of Local 73.

7. Plaintiffs, WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDDIN, TOM HALEY and LEONARD SIMPSON at the time of their suspensions on or before January 8, 2018, were also members in good standing of SESU.

8. Plaintiff WILLIE ENGLISH, on and before January 8, 2018, was also the duly elected Vice President of SESU.

9. Plaintiff REMZI JAOS, on and before August 5, 2016 was a duly elected Executive Board member of Local 73, the elected term extended through April of 2018.

10. On and after August 5, 2016, after the trusteeship took over Local 73, REMZI JAOS was stripped of his elected title and demoted to the position of Director of the Higher Education Division. As Director of the Higher Education Division, REMZI JAOS was responsible as the lead negotiator over the second largest division within Local 73, covering 19 contracts and representing approximately 5,500 Local 73 members.

11. Plaintiff BRENDA WOODALL, on and before January 8, 2018, was also the duly elected President of SESU.

12. Plaintiff BASHIR B. NURUDDIN, on and before January 8, 2018, was also the duly elected Vice President of SESU.

13. Plaintiff TOM HALEY, on and before January 8, 2018, was also the duly elected organizing steward of SESU.

14. Plaintiffs RICARDO LOZA and LEONARD SIMPSON, on and before January 8, 2018, were bargaining unit negotiators and members of both Local 73 and SESU.

15. Local 73 is a labor organization engaged in industries affecting commerce within the meaning of Section 3 of the LMRDA, 29 U.S.C. Section 402. Local 73 maintains its principal office at 300 South Ashland, Chicago, which is within this judicial district. The suspensions, terminations and expulsions from membership at issue in this case all occurred within this judicial district.

16. At all times relevant hereto, Defendant, DENISE POLOYAC (hereinafter "POLOYAC"), was one of the Trustees of Local 73, assigned to the position by SEIU.

17. At all times relevant hereto, POLOYAC was acting in the course of and within the scope of her employment and/or agency relationship with Local 73.

IV. COMMON FACTS

18. On or about August 3, 2016, Local 73 was taken into Trusteeship by the International Union.

19. In early December, 2016, then Trustees Eliseo Medina and Dian Palmer conducted a private meeting with REMZI JAOS and Terri Barnett where Mr. Jaos and Ms. Barnett were told by Mr. Medina that they had 24 hours to withdraw a pending lawsuit they and SESU filed alleging defamation against Local 73 or else they would be terminated from their employment with Local 73.

20. On and after January 1, 2017, Mr. Jaos began voicing criticism of the leadership, direction and decisions of the trusteeship, and in particular, of Trustee POLOYAC, by, for

example, pointing out that POLOYAC was devoting too much of the Local 73 staff manpower and resources to the International union's directive of conducting surveys for the purpose of meeting increased political contributions (COPE deductions) quotas, which was having a negative impact on the Local Union's ability to represent Local 73 members in contract negotiations and grievance processing.

21. On and after January 1, 2017, Mr. Jaos voiced dissent and criticism of management and the trusteeship , including asking direct questions that were in the best interest of the membership at the bi-weekly senior staff meetings for Local 73 by, for example, questioning the efficacy and value of removing Local 73 staff manpower and resources from their day-to-day job duties in order to conduct multi-week mandatory phone, email and in-person organizing efforts for turnout to International union political agenda events, such as immigration, LGBT and anti-trump rallies when such efforts were disrupting stewards and bargaining representatives from serving the Local membership by way of contract negotiations, grievance processing and day-to-day representation.

22. Beginning on or about March 1, 2017, Remzi Jaos, a full share and in good standing member of Local 73, began to publicly campaign within Local 73 for a political slate, headed by Mr. Jaos as the candidate for the office of President, to run in the first democratic elections that would follow the termination of the Trusteeship. This campaign was given the name "Members Leading Members."

23. On or about April 21, 2017, Mr. Jaos was approached by then trustee POLOYAC and Kurt Edelman regarding his public dissent and criticism of trusteeship. During that conversation,

Mr. Jaos was told directly that he was either going to support the trusteeship or be terminated from Local 73.

24. At all times, Mr. Jaos, who has more than 30 years as a member in Local SEIU and more than 20 years' experience as a Union representative, was acting according to the interests and concerns of the more than 1800 Local 73 members who endorsed his candidacy, with whom he had engaged in political discussions on the topic of leadership and direction of the union, and with whom he had served as their bargaining representative.

25. On or about June 26, 2017, Mr. Jaos was terminated without notice, written charges, hearing, or progressive discipline.

26. The termination of Mr. Jaos on June 26, 2017, was motivated by the desire to eliminate political opposition and the stifle the political criticism and dissent of the existing trusteeship, including without limitation trustee POLOYAC.

27. On or about July 27, 2017, Mr. Jaos timely filed charges relating to his retaliatory discharge with the SEIU ethics ombudsman and made a formal request for hearing with the President of the SEIU on those charges, in conformance with the SEIU International Constitution. Mr. Jaos, through counsel, again attempted to schedule a hearing on the charges related to his termination on November 14, 2017, and notified Local 73 and the SEIU International of his intention to file in District Court as he had exhausted his administrative remedies. As of the filing of this complaint, no hearing has ever been set for these charges.

28. Since the date of his termination up to the present, Mr. Jaos has continued to submit his membership dues for payment to Local 73 in a timely manner, but Local 73 has returned the

checks uncashed and expelled him from membership in Local 73 since the date of his termination on June 26, 2017.

29. Since his termination up to the present, Mr. Jaos has continued his efforts as the candidate for the office of President of Local 73 in the “Members Leading Members” political slate and intends to run in the upcoming democratic elections.

30. On and after March 1, 2017, Mr. Jaos formed a complete political election slate according to the Local 73 Constitution and By-laws, including candidates to fill run for the executive offices of President, Recording Secretary, Secretary Treasurer, five Vice Presidents, and candidates for the one hundred executive board members.

31. On and after January 6, 2018, Mr. Jaos began the process of collecting the signatures necessary to support a formal nomination of the slate of candidates, in conformance with the Local 73 Constitution and By-laws. To date, the “Members Leading Members” slate has amassed more than 1800 signatures of Local 73 members, well in excess of the required 3% of membership.

32. As of the filing of this lawsuit, the “Members Leading Members” political slate is the only declared complete slate with sufficient signatures to nominate its candidates in the upcoming democratic elections.

33. Since his termination up to the present, Mr. Jaos has been physically blocked from attending Local 73 membership meetings.

34. On and before November 8, 2017, Local 73 management, including without limitation POLOYAC, conducted a series of private meetings with staff persons who were members of

SESU, where management interrogated SESU members if they intended to run on a slate in the next Local 73 democratic elections, under threat of discipline and/or termination if they refused to answer the questions.

35. On and before November 8, 2017, Local 73 management, including without limitation POLOYAC, conducted a series of private meetings with staff persons who were members of SESU, where management attempted to coerce, and in certain cases, did coerce under threat of discipline and/or termination, SESU members to sign a waiver of the “just cause” requirement for discipline under the CBA between Local 73 and SESU, in an attempt to circumvent the collective bargaining process.

36. On or about November 8, 2017, charges were filed in the NLRB on behalf of all SESU members and against Local 73, charging that the coercion and improper circumvention of the CBA, on behalf of management of Local 73, in attempting to obtain waivers of the “Just cause” requirement of discipline under the CBA between Local 73 and SESU, was illegal.

37. On or about January 16, 2018, then President of SESU, BRENDY WOODALL, filed grievances on behalf of herself, WILLIE ENGLISH, RICARDO LOZA, BASHIR NURUDDIN and TOM HALEY to contest their suspensions and terminations from Local 73 and requesting a hearing. The request was denied.

38. On or after January 19, 2018, LEONARD SIMPSON filed a request for grievance hearing related to his suspension and termination from Local 73.

39. On or about March 1, 2018, Plaintiffs BRENDY WOODALL, WILLIE ENGLISH, RICARDO LOZA, BASHIR NURUDDIN and TOM HALEY filed charges in the NLRB against Local 73, contesting their suspensions and terminations.

40. On or about January 5, 2018, the “Members Leading Members” campaign published their slate and positions on the website www.membersleadingmembers.com.

41. On the “Members Leading Members” website, it was published that plaintiff WILLIE ENGLISH was seeking the nomination for the executive office of Secretary-Treasurer.

42. On the “Members Leading Members” website, it was published that plaintiff BRENDA WOODALL was seeking the nomination for one of the five executive offices of Vice President.

43. On the “Members Leading Members” website, it was published that plaintiff RICARDO LOZA was seeking the nomination for one of the five executive offices of Vice President.

44. On the “Members Leading Members” website, it was published that plaintiff BASHIR NURUDDIN was seeking the nomination for one of the five executive offices of Vice President.

45. On the “Members Leading Members” website, it was published that plaintiff TOM HALEY was seeking the nomination for one of the members of the Executive Board.

46. On the “Members Leading Members” website, it was published that plaintiff LEONARD SIMPSON was seeking the nomination for one of the members of the Executive Board.

47. On or about January 8, 2018, plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were all suspended without notice from their employment at Local 73.

48. On or about January 10, 2018, plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN and TOM HALEY were all terminated from their employment with Local 73.

49. On or about January 19, 2018, Plaintiff LEONARD SIMPSON was terminated from his employment with Local 73.

50. On or after January 10, 2018, plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN and TOM HALEY were each provided with termination letters that cited their participation in the “Members Leading Members” campaign, as published on the website www.membersleading members.com as the grounds for their dismissal.

51. On or after January 19, 2018, plaintiff LEONARD SIMPSON was provided with a termination letter that cited his participation in the “Members Leading Members” campaign, as published on the website www.membersleading members.com as the grounds for his dismissal.

52. At no time were plaintiffs WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY, LEONARD SIMPSON and RON LEE provided with notice of their pending suspensions.

53. At no time were plaintiffs WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON provided with written charges prior to their suspensions or terminations.

54. At no time were plaintiffs WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON provided with a union representative to represent them in defense of their suspensions or terminations.

55. At no time were plaintiffs WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON subjected to the progressive discipline process on June 26, 2017, January 8, 2018, January 10, 2018 and/or January 19, 2018.

56. The plaintiffs WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON have exhausted their administrative remedies for seeking redress for their suspensions and terminations, and the Plaintiffs have no adequate remedy at law for reinstatement.

57. The suspensions and termination of plaintiffs WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON on June 26, 2017, January 8, 2018, January 10, 2018 and January 19, 2018 were motivated by the desire to eliminate political opposition and to stifle the political criticism and dissent to the existing trusteeship, including without limitation trustee POLOYAC.

58. On and after June 26, 2017, up to the present, plaintiff REMZI JAOS has continued to submit his membership dues for payment to Local 73 in a timely manner, but Local 73 has returned the checks uncashed and expelled him from membership in Local 73, including without limitation barring him from attending membership meetings and from voting in union matters.

59. On and after January 10, 2018, up to the present, plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON have continued to submit their membership dues for payment to Local 73 in a timely manner, but Local 73 has returned the checks uncashed and expelled them all from

membership in Local 73, including without limitation barring them all from attending membership meetings and from voting in union matters.

60. From January 10, 2018 up to the present, plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON have continued their efforts as candidates for executive office in Local 73 in the “Members Leading Members” political slate and all of them intend to run in the upcoming democratic elections.

61. Since January 10, 2018 up to the present, plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON have been physically blocked from attending Local 73 membership meetings.

62. Even prior to their terminations, Local 73 management, including without limitation POLOYAC, barred RICARDO LOZA, WILLIE ENGLISH and BRENDA WOODALL from attending the September 23, 2017, Local 73, membership meeting by assigning them to entrance duties, outside the meeting hall, for the duration of the meeting.

63. On or about March 13, 2018, Local 73 denied Mr. Simpson’s request for a grievance hearing relating to his January 8, 2018 suspension and January 19, 2018 termination, by and through a letter from its general counsel, Tyson Roan, wherein Mr. Roan confirmed that Mr. Simpson’s mere association with those criticizing the trusteeship in the “members leading members” political slate was the basis for his termination, stating: “There is no reason that he could not have done so promptly after he first became aware of the website if he really was not associated with this slate of candidates and their platform and wanted his name to be removed from the website. When the trusteeship was put in place, all employees, including the Grievant, were asked if they would support the trusteeship, and each employee said they would. That

support was, and is, a continuing condition of employment for individuals who wish to work for the Local Union in appointed staff positions while in trusteeship. The Local Union cannot have employees who are criticizing the union on a public website on the one hand be expected to support the Union and run its program on the other. Even if we were to assume that Mr. Simpson was not actively involved in creating the contents of this website, or joining on as a participant in this website's anti-trusteeship platform, his name associated with the website gives the appearance that he is undermining the programs of the Local Union, and Mr. Simpson took no prompt action to disassociate himself with those contents."

64. After initially agreeing to set a hearing for the grievance relating to the termination of LEONARD SIMPSON, SESU, by and through its President, Trumaine Reeves, notified Mr. Simpson on July 11, 2018, that they would not advance his request for a grievance hearing, such denial occurring immediately following Mr. Simpson's live testimony in the proceeding *Hunter, et al. v. SEIU International, et al.*, case no. 18-cv-986.

COUNT I

VIOLATION OF TITLE I, SECTION 101(a)(1) of the LMRDA

1-64. Plaintiffs adopt and incorporate by reference paragraphs 1 through 64 above as and for paragraphs 1 through 64 of Count I herein.

65. Section 101(a)(1) of Title I of 29 U.S.C. 411 provides, in pertinent part: "EQUAL RIGHTS: Every member of a labor organization shall have equal rights and privileges within such organization to nominate candidates, to vote in elections or referendums of the labor organization, to attend membership meetings and to participate in the deliberations and voting

upon the business of such meetings, subject to reasonable rules and regulations in such organization's constitution and bylaws."

66. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they expelled REMZI JAOS from membership in Local 73 following his termination on June 26, 2017, including without limitation barring him from membership meetings and voting in union matters.

67. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they refused to accept the timely payment of membership dues by REMZI JAOS on and after June 26, 2017.

68. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they precluded Plaintiffs LOZA, WOODALL and ENGLISH from attending the September 23, 2017 membership meeting.

69. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they expelled WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON from membership in Local 73 following their terminations on January 10, 2018 (and January 19, 2018 for Mr. Simpson), including without limitation barring them from membership meetings and voting in union matters.

70. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they refused to accept the timely payment of membership dues by WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON on and after January 10, 2018.

COUNT II

VIOLATION OF TITLE I, SECTION 101(a)(2) of the LMRDA

1-70. Plaintiffs adopt and incorporate by reference paragraphs 1 through 70 above as and for paragraphs 1 through 70 of Count II herein.

71. Section 101(a)(2) of Title I of 29 U.S.C. 411 provides, in pertinent part: "FREEDOM OF SPEECH AND ASSEMBLY: Every member of any labor organization shall have the right to meet and assemble freely with other members; and to express any views, arguments, or opinions; and to express at meetings of the labor organization his views, upon candidates in an election of the labor organization or upon any business properly before the meeting, subject to the organization's established and reasonable rules pertaining to the conduct of meetings: *Provided*, That nothing herein shall be construed to impair the right of a labor organization to adopt and enforce reasonable rules as to the responsibility of every member toward the organization as an institution and to his refraining from conduct that would interfere with its performance of its legal or contractual obligations."

72. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they subjected REMZI JAOS to discipline, up to and including his termination on June 26, 2017, for voicing dissent and criticism, in the interest of the membership, to management and the trusteeship of Local 73.

73. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they subjected REMZI JAOS to discipline, up to and including his termination on June 26, 2017, for organizing a political slate, "members-leading members," to run in democratic elections within Local 73 following the termination of the trusteeship.

74. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they subjected WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON to discipline, up to and including their terminations on January 10, 2018 (and January 19, 2018 for Mr. Simpson), for voicing dissent and criticism, in the interest of the membership, to management and the trusteeship of Local 73.

75. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they subjected WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON to interrogation, on threat of discipline and/or termination, regarding their intentions to run in elections and seek office.

76. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they subjected WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON to discipline, up to and including their terminations on January 10, 2018 (and January 19, 2018), for seeking candidacy in (and seeking to nominate others in) the political slate, “members-leading members,” to run in democratic elections within Local 73 following the termination of the trusteeship.

COUNT III

VIOLATION OF TITLE I, SECTION 101(a)(4) of the LMRDA

1-76. Plaintiffs adopt and incorporate by reference paragraphs 1 through 76 above as and for paragraphs 1 through 76 of Count III herein.

77. Section 101(a)(4) of Title I of 29 U.S.C. 411 provides, in pertinent part: “PROTECTION OF THE RIGHT TO SUE: No labor organization shall limit the right of any member thereof to institute an action in any court, or in a proceeding before any administrative agency, irrespective

of whether or not the labor organization or its officers are named as defendants or respondents in such action or proceeding, or the right of any member of a labor organization to appear as a witness in any judicial, administrative, or legislative proceeding, or to petition any legislature or to communicate with any legislator: *Provided*, That any such member may be required to exhaust reasonable hearing procedures (but not to exceed a four-month lapse of time) within such organization, before instituting legal or administrative proceedings against such organizations or any officer thereof: *And provided further*, That no interested employer or employer association shall directly or indirectly finance, encourage, or participate in, except as a party, any such action, proceeding, appearance, or petition."

78. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they threatened REMZI JAOS with discipline, up to and including his termination, if he refused to withdraw his defamation lawsuit against Local 73.

79. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they refused to conduct an administrative hearing on the charges filed by REMZI JAOS relating to his termination.

80. Local 73 and POLOYAC, and each of them, violated Section 101(a)(1) when they summarily denied the requests for grievance hearings by WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON relating to their respective terminations from Local 73.

COUNT IV

VIOLATION OF TITLE I, SECTION 101(a)(5) and SECTION 609 of the LMRDA

1-80. Plaintiffs adopt and incorporate by reference paragraphs 1 through 80 above as and for paragraphs 1 through 80 of Count IV herein.

81. Section 101(a)(4) of Title I of 29 U.S.C. 411 provides, in pertinent part: "SAFEGUARDS AGAINST IMPROPER DISCIPLINARY ACTION.-- No member of any labor organization may be fined, suspended, expelled, or otherwise disciplined except for nonpayment of dues by such organization or by any officer thereof unless such member has been (A) served with written specific charges; (B) given a reasonable time to prepare his defense; (C) afforded a full and fair hearing."

82. Section 609 of Title VI, 29 U.S.C. 529, provides, in pertinent part: "It shall be unlawful for any labor organization, or any officer, agent, shop steward, or other representative of a labor organization, or any employee thereof to fine, suspend, expel, or otherwise discipline any of its members for exercising any right to which he is entitled under the provisions of this Act. The provisions of section 102 shall be applicable in the enforcement of this section."

83. The suspension and termination of plaintiffs WILLIE ENGLISH, REMZI JAOS, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON were improperly and illegally used to deprived plaintiffs of their membership rights and privileges in the Local 73 because none of them were: (i) served with written and specific charges prior to their suspension or termination; (ii) given a reasonable time to prepare their defense to any charges; (iii) afforded a full and fair hearing on any charges.

COUNT V

VIOLATION OF ARTICLE 11 of the Local 73/SESU CBA

1-83. Plaintiffs adopt and incorporate by reference paragraphs 1 through 83 above as and for paragraphs 1 through 83 of Count V herein.

84. Article 11 of the Collective Bargaining Agreement between Local 73 and SESU governs the applicable policies and procedures relating to Discipline and Discharge of SESU members. (*A copy of the Local 73/SESU CBA is attached as Exhibit 1*).

X85 Section 1 of Article 11 of the aforementioned CBA states, in pertinent part: "No employee shall be discharged or otherwise disciplined except for just cause."

86. The January 8, 2018 suspensions and January 10, 2018 terminations of plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON violate Article 11 of the CBA because the stated reason, in writing, for their terminations was participation in internet based publication of the "Members Leading Members" political slate, which constitutes political speech and is a protected activity under the LMRDA and other Federal Law.

87. The aforementioned failure led to the suspension and termination of plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON, without notice or due process, and has caused each of them the personal and pecuniary losses, including without limitation, their employment, wages, benefits, membership rights and privileges in Local 73, and mental anguish.

COUNT VI

VIOLATION OF ARTICLE 12 of the Local 73/SESU CBA

1-87. Plaintiffs adopt and incorporate by reference paragraphs 1 through 87 above as and for paragraphs 1 through 87 of Count VI herein.

88. Article 12 of the Collective Bargaining Agreement between Local 73 and SESU governs the applicable policies and procedures relating to the Grievance and Arbitration Procedure. (*See Ex. 1*).

89. Plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON timely requested a grievance hearing relating to their January 8, 2018 suspensions and January 10, 2018 terminations (and January 19 termination for Mr. Simpson), in conformance with the requirements of Article 12 of the Local 73/SESU CBA, however , Local 73 has never performed any of its obligations under Article 12 is response to that request, including without limitation those under Step 1, 2 or 3. This failure violates Article 12.

90. The aforementioned failure led to the suspension and termination of plaintiffs WILLIE ENGLISH, RICARDO LOZA, BRENDA WOODALL, BASHIR NURRUDIN, TOM HALEY and LEONARD SIMPSON without notice or due process, and has caused each of them the personal and pecuniary losses, including without limitation, their employment, wages, benefits, membership rights and privileges in Local 73, and mental anguish.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment and permanent injunctive relief in favor of Plaintiffs as follows:

- 1) Enter Judgment against Defendants Local 73, POLOYAC, and each of them, and in favor of Plaintiffs; and
- 2) Award money damages to each Plaintiff for the wages they would have earned at their respective positions since the date of their terminations through the date of judgment, plus interest; and

- 3) Award money damages to each Plaintiff for the present cash value of the non-monetary benefits and other privileges they enjoyed in their employment, but were deprived of from the dates of their respective terminations through to the date of judgment, plus interest; and
- 4) Enter injunctive relief of reinstatement of each Plaintiff to their last position or comparable job title and responsibility, salary and benefits of employment they enjoyed as of the dates of their respective terminations; and
- 5) Award in favor of Plaintiffs and against Defendants, jointly and severally, the costs, expenses and attorneys' fees incurred in bringing this action; and
- 6) Award such other and further relief as this Honorable court deems proper and just.

Respectfully submitted,

/s/ Melissa P. Casey

Melissa P. Casey

/s/ Glen J. Dunn, Jr.

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**Collective Bargaining Agreement Between
SEIU Local 73
&
Service Employees Staff Union
SESU**

January 1, 2017 – December 31, 2017

ARTICLE 1. PURPOSE AND PREAMBLE

Section 1. This agreement is made and entered into as of this day, March 6, 2017 by and between the Service Employees International Union Local 73, (hereinafter referred to as the "Employer") and the Service Employees Staff Union (SESU), (hereinafter referred to as the "Union").

Section 2. The parties enter into this Agreement acknowledging the following fundamental understandings:

- A. The Employer and the Union share a common mission to organize workers, to win industrial power in order to achieve higher standards for our members. The parties additionally agree that achieving the goals and objectives set by the International Union is critical to the success and achievements of the local and its membership.
- B. The parties agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the members and to meet the highest standards in such service.
- C. The parties agree that it is their mutual aim to act at all times in such a manner as to treat all bargaining unit and non-bargaining unit employees of SEIU Local 73, the officers of SEIU Local 73, and the members of SEIU Local 73 with dignity and respect.
- D. Issues involving dignity and respect must first be addressed in a Labor Management Meeting. If an agreement or resolution is not reached in the labor Management meeting then the issue may be considered grievable. The parties agree that A and B of Section 2 are not grievable.

ARTICLE 2. RECOGNITION

Section 1. Union Recognition. The Employer recognizes Service Employees Staff Union (SESU) as the exclusive bargaining agent for the purpose of collective bargaining with respect to rates of pay, hours of work, and working conditions, pursuant to the Recognition Agreement entered into between the parties covering all hourly and salaried non-managerial, non-confidential classifications.

Excluded from the unit are all managerial, confidential, Attorneys and law fellows, and Executive Officers SEIU Local 73. Persons holding any of these positions are excluded from the unit even if they are performing work traditionally assigned to covered classification.

In addition, SEIU Local 73 members who are temporary employees of the employer and are on lost time and are covered by a different Collective Bargaining Agreement represented by Local 73 are excluded from the SESU bargaining unit.

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Section 2. Temporary and Subsidized Employees. In determining which employees shall be eligible for inclusion in the bargaining unit described in Section 1 above, the following shall apply:

- a. A temporary employee is any person employed for a specific project or for a specific length of time, doing work within the scope of the bargaining unit and not to exceed nine (9) months. All temporary employees shall be informed at their time of hire, in writing, of their temporary status of employment.
- b. Temporary employees who are SEIU Local 73 members who are on "lost time" from their permanent positions in a SEIU Local 73 bargaining unit shall not be included in the SESU bargaining unit. In the event that the "lost time" member is offered a permanent position in the bargaining unit and accepts the position, then the member will be considered to be included in the bargaining unit described in Section 1 above.
- c. When an employee completes his/her temporary status, and becomes a permanent employee, all time served during his/her term of temporary employment shall be credited toward the employee's seniority.
- d. The layoff or termination of temporary employees shall not be subject to the grievance procedure of this Agreement.
- e. The SEIU Local 73 Health and Welfare Fund is a separate and distinct entity from SEIU Local 73. The Health and Welfare Fund is run on a day to day basis by the Administrator and final decisions are made by the Board of Trustees for the Fund. This means that Fund employees are not employees of SEIU Local 73 and they cannot, at this time, be included in the SESU bargaining unit. The Union Trustees will seek to gain voluntary recognition for the Health and Welfare Fund employees (excluding the Administrator and the Asst. Administrator) to be recognized for purposes of collective bargaining. In the event voluntary recognition is achieved through agreement with the Trustees, SESU representatives and the Health and Welfare Fund representatives would negotiate the terms and conditions of employment for the Health and Welfare employees.

ARTICLE 3. UNION SECURITY AND DUES CHECK OFF

Section 1. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall on or before the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement who are hired after its effective date shall, not later than the 31st day following the beginning of such employment, become and remain members in

good standing with the Union. All the foregoing provisions shall be implemented in accordance with and consistent with the applicable provisions of state and federal law.

Section 2. Maintenance of Membership. Employees who are required hereunder to maintain membership in the Union and fail to do so shall upon notice of such fact in writing from the Union to the Employer be terminated thirty (30) days after receipt of said written notice to the Employer.

Section 3. Deductions. The Employer shall deduct from the first salary check of each bargaining unit employee each month and shall pay to the Union by the end of each month, the dues and any initiation fees levied by the Union for the current month; provided however, that the Employer shall have received from each employee on whose account such deductions are made a voluntary written assignment as set forth in Appendix B, attached hereto. The Employer will provide each month a list of members whose dues and any initiation fees have been so deducted. Additionally, within thirty (30) days of any change in an employee's status, the Employer will provide the Union a copy of the Authorization to Change Employment Status Form.

Section 4. Hold Harmless. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits that arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 5. Orientation. The SESU President or her/his designee shall be permitted to have a thirty (30) minute meeting with each newly hired bargaining unit employee during the work day provided that the scheduling for such meeting is approved by a SEIU Vice President or Division Director.

ARTICLE 4. FUNCTIONS OF MANAGEMENT

The parties agree and understand that SEIU Local 73 management shall exercise to its full extent the regular and customary functions of management, except as otherwise specifically provided in this Agreement, including, but not limited to:

- A. Ability to fully determine the direction and policies of the local union;
- B. Authority and responsibility for the direction and supervision of employees and of their work;
- C. The express ability to create new classifications and positions;
- D. The determination of what duties shall be performed by employees and of employee competency;
- E. The selection, hiring, transfer, promotion, demotion and layoff of employees;

F. The discipline, suspension, termination of employees for just cause.

These rights shall not be exercised in a capricious or discriminatory manner.

ARTICLE 5. PROBATIONARY PERIOD

Section 1. Permanent Employees

- A. The probationary period for new employees shall be twelve (12) months. No later than half way through the probationary period for the employee, the Employer shall evaluate the probationary employee's work performance, review that evaluation with the employee and provide the employee with a copy of such evaluation which will be placed in the employee's personnel file; provided, however that the contents of the evaluation shall not be the subject of a grievance. During the twelve (12) month probationary period the employee may be discharged for any reason without recourse to the grievance procedure.
- B. If an employee is out on sick leave or unpaid leave in excess of a total of eight (8) work days during his/her probationary period, the probationary period shall be extended by the number of work days missed.
- C. The Employer may, for just cause, decide to extend the probationary period of a specific employee. In no event, however, shall the extended length of probation go beyond an additional three (3) months. Before extending the probationary period, the Employer will meet with the Employee and the Union to discuss this implementation and provide specific goals and expectations to be met during the extended period.
- D. Orientation and training specific to the new employee's job duties will be provided during the probationary period.

Section 2. Temporary Employees. Time spent as a temporary employee shall be credited towards satisfying the probationary period for the particular job involved. When a temporary employee is converted into a permanent employee he/she shall serve a probationary period consisting of that number of months which when added to the period of temporary employment equals twelve (12) months.

ARTICLE 6. HOURS OF WORK, WORKLOAD, AND COMPENSATORY TIME

Section 1. Salaried Professional Employees. The Employer and the Union recognize that due to the nature of the organization, employees may be required to work long and irregular hours; to work on weekends and holidays; and to work away from home for extended periods of time. However, every effort shall be made to balance the demands of the employees' professional and personal lives. With the above in mind; an employee's

supervisor shall be responsible for approving a projected work schedule of goals, hours, and assignments at the beginning of each workweek. This schedule is designed to give bargaining unit members a reasonable expectation as to what their hours, schedule, and goals shall be for that week, in particular, those events or assignments that involve weekend or evening work. In the event that changes need to be made to that work schedule the employee's Supervisor shall give as much notice to the employee as possible. In the event that the employee has pre-approved leave time and or an emergency occurs that cannot be altered, every effort shall be made to accommodate the employee. If accommodations cannot be made, the employee shall be reimbursed for all un-reimbursable costs incurred due to the change in scheduling.

Section 2. Compensatory Time. Employees may be assigned to work by the Chief of Staff and/or designee involving no more than up to two (2) consecutive Saturdays or Sundays per month. Weekend assignments shall be limited to situations arising that cannot be typically scheduled on a week day such as; work relating to an organizing drive one (1) month prior to an election, organizing blitzes, special training and leadership meetings and conferences, strike support, events that require immediate response by the organizing staff and representational staff, such as membership meetings, rallies, any mandatory event and political events; before compensatory time is earned. In no event shall any employee work more than seven straight days without at least one (1) day off.

In the event the employee is required by the Employer to work beyond the limits described above, or on a Holiday, the employee shall receive Compensatory time in the amount as follows:

One (1) to three (3) hours and 59 minutes equals four (4) hours of comp time.

Four (4) to eight (8) hours equals eight (8) hours of comp time.

Time worked exceeding eight hours in a given day shall be compensated hour for hour only for hourly employees. All time shall be filled out within ten (10) days of earning the time, unless you are on an out of state assignment which must be filled out promptly upon returning.

Section 3. Compensatory Time Carryover. Employees who accumulate compensatory days may cash out up to three (3) unused compensatory days at the end of the calendar year. No unused days may be carried over into the following calendar year.

Section 4. Terms of Compensatory Time. The terms of this section represent the parties' full agreement on compensatory time; no employee shall be entitled to any additional compensatory time off except as described in the sections above.

Section 5. Administrative Support Staff Hours & Overtime.

- A. The regular workweek for Administrative Support Staff shall consist of five (5), eight (8) hour days inclusive of a paid one (1) hour lunch period and two fifteen (15) minute breaks. Parties agree that the Administrative Support Staff shall sign in with

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the designated time keeper upon the beginning and end of each break period and at the start and end of the workday on the daily time sheets.

- B. The normal hours of office operation are 8:00 a.m. through 5:00 p.m. By mutual agreement between the employee and the manager responsible for the operation of the office, administrative staff hours can be any eight (8) hours between 8 a.m. and 6:00 p.m., provided that office operational needs are met.
- C. Overtime shall be compensated at one and one-half (1½) times the employee's regular straight time hourly rate of pay. Overtime shall be defined as those required hours of work which exceed forty (40) hours in a week. An employee requested to work on the sixth (6th) day, Sunday, or paid holiday shall be guaranteed a minimum of four (4) hours of overtime pay. An employee requested to work on the seventh (7th) day shall be compensated at two (2) times the employee's regular rate of pay.
- D. For administrative staff all paid time shall be considered, as time worked, for the purposes of overtime payment.

Section 6. Office Closures/Inclement Weather. In the case where the office is closed for any reason by the President or his/her designee, employees are not expected to report to work and the employees will be paid his or her normal days' pay without loss of any benefit time. In the event of inclement weather that causes severe delays in transportation routes, affects employee commuting times, and causes employees to report late to work, he/she will not be required to utilize benefit time and may leave work at their normal scheduled time, provided that the employee arrives within ninety (90) minutes of their normal start time.

ARTICLE 7. HOLIDAYS

Section 1. Paid Holidays. Each calendar year the Employer shall allow time off with pay for the following holidays:

New Year's Day (or day observed)
Martin Luther King's Birthday
Lincoln's Birthday
President's Day (the official day designated by government & business)
Friday before Easter
Memorial Day
Independence Day (or day observed)
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Eve (or day observed)
Christmas Day (or day observed)

New Year's Eve (or day observed)
Employee's Birthday

Section 2. Holiday Observance. In the event a holiday falls on a Saturday, the preceding Friday shall be observed. In the event a holiday falls on a Sunday, the following Monday shall be observed. A calendar will be issued at the beginning of each calendar year indicating the dates on which holidays fall.

Section 3. Work on Holidays. When work assignments require that an employee work on a scheduled holiday, he/she shall arrange with the immediate supervisor to take an alternate day off within the next six (6) months. Prior written approval is necessary from the immediate supervisor to work on a scheduled holiday.

Section 4. Holidays Falling During Vacation. If a paid holiday occurs during an employee's vacation leave, the employee will be granted an additional day of vacation with pay or have the vacation leave day available for later use during the next six (6) months.

Section 5. Personal Days. Employees shall be granted four (4) personal days per calendar year. Such time shall not carry over from year to year. Personal days may be used for any personal reason, provided the employee gives reasonable notice in advance, when possible, to secure permission from his/her supervisor. Personal leave cannot be taken in increments of fewer than four (4) hours, except that no more than three (3) times per year, hourly employees may use personal leave in increments of fewer than four (4) hours.

ARTICLE 8. VACATIONS

Section 1. Employees shall be entitled to paid vacation leave. Vacation leave shall be made available six (6) months after the employee's date of hire for up to five (5) days within that calendar year, pro-rated according to the amount of time the employee has completed. The Employer agrees to red circle all vacation accruals for employees hired prior to September 1, 2006.

Vacation Leave shall be provided according to the following schedule:

<u>Years of Service</u>	<u>Number of Paid Vacation Days Each Year</u>
From Date of Hire through completion of 1 st year	5 days
After completion of 1 year through completion of 3 years	10 days
After completion of 3 years through completion of 5 years	15 days
After completion of 5 years through completion of 10 years	20 days
After completion of 10 years through completion of 25 years	25 days
After completion of 25 years and thereafter	30 days

Section 2. Accrual During Time Off. Employees will continue to accrue vacation leave as long as the employee is working or on a compensated leave of absence which includes sick leave and approved medical absences. Employees will not accrue vacation days if the employee is on an unpaid leave of absence for one (1) entire pay period or more.

Section 3. Vacation Leave Scheduling.

- A. Vacation leave must be approved in accordance with the following procedure. An employee must submit a written request for vacation leave to their supervisor for initial approval; the employee will then provide a copy to Human Resources who will forward the approved request to the President of the local for final approval. The President or his/her designee shall provide a written response as to whether a vacation request is approved or denied within ten (10) working days after the employee submits their request. Generally an employee's request for specific vacation time will be honored. However, in order to meet the needs of the union membership, the Employer reserves the right to deny an employee's specific request for vacation. In such instance, the Employer shall make reasonable efforts to grant an alternative vacation schedule for the employee. Employees are not allowed to utilize vacation time without advance approval of their supervisor of at least five (5) days. Subject to the advance approval of the supervisor, and the Union's membership operating needs, vacation leave will include Saturdays and Sundays for purposes of when the employee leave starts and when the employee's vacation leave ends.
- B. In order for the employer to efficiently address the concerns of the membership, Employees are encouraged to submit requests for vacations by March of each year. Employees submitting requests after March will be scheduled based on seniority consistent with the operational demands of the organization. Employees submitting requests for vacation after March will be scheduled, consistent with the operational needs of the organization on a first come basis. If two (2) employees submit vacation requests on the same day for the same time period, the most senior employee will receive preference for their requested vacation.

Section 4. Vacation Carry-over. In general, carryover of vacation time is not permitted. However, in the event an employee cannot utilize their vacation time within the calendar year, an employee may request to carry over their vacation time from one (1) year to the next, but at no time may an employee carry, or be eligible to carry more than twice the number of days to which the employee is entitled to receive. (Example: If you have completed 10 years of service, you may carry no more than 40 days of vacation - two times the annual amount of 20 vacation days). If an employee has reached the maximum number of days that he/she is allowed to carry, he/she shall not accrue any additional days until their total number of accumulated days has been reduced below their maximum.

Section 5. Vacation Payment upon Terminating Employment. An employee terminating employment shall have his/her vacation pro-rated for the full months worked within that calendar year. Upon termination, he/she shall receive cash payment for all unused accumulated vacation time.

ARTICLE 9. PAID SICK LEAVE

Section 1. Sick Leave. In each year of employment, each employee shall accumulate one (1) day's paid sick leave for each calendar month of employment for a yearly total of twelve (12) days. An employee shall continue to accumulate credited sick leave as long as the employee is on paid benefit time. An employee shall not be eligible to continue to accumulate paid sick leave credit, if the employee is on an unpaid leave of absence.

Section 2. Sick Leave Accumulation. An employee may accumulate a maximum of fifty (50) days of paid sick leave.

Section 3. Sick Leave Utilization. Sick leave may be utilized for illness of the employee, of his/her dependent children, spouse, and/or parents. Certification by a physician or visiting nurse duly authorized by the Employer may be required whenever it appears to be justified. Absences due to the disability of employees with pregnancy, childbirth, or related medical conditions are treated in the same manner as absences resulting from other temporary medical disabilities.

Section 4. Payment of Benefits during Paid Sick Leave. Fringe benefits such as health insurance; vacation accumulation, paid holidays, personal days and additional accumulation of sick days will continue during paid sick leave as if the employee were actively at work. However, the employee's car allowance will be reduced to four hundred dollars (\$400) during paid leaves that exceed sixty (60) calendar days. Sick leave pay will continue until exhausted, or the employee is no longer disabled, whichever occurs first. The employee may then apply for an unpaid leave of absence. In the event an employee exhausts all paid benefit time accumulated, the employee shall be entitled to continue health insurance through COBRA utilization.

Section 5. Holiday Occurrence During Paid Sick Leave. In the event a paid holiday occurs during a period of paid sick leave, the employee, if otherwise eligible, shall receive holiday pay and such day shall not be charged or used as a sick leave day.

Section 6. Termination of Benefit. Accumulated sick leave is not payable to employees upon termination of employment.

Section 7. FMLA Leave. Employees are eligible for Family Medical Leave (FMLA) under the terms and conditions of the Family and Medical Leave Act (FMLA) law. All employees are required to give as much notice as possible under the conditions and to fill out a FMLA form provided by the Employer in order to be eligible for FMLA coverage through certification.

At their option, employees may choose to use vacation, sick days, comp time and/or personal days to cover absences from work that fall with the FMLA's definition of qualifying condition(s) (for the employee or family members, as defined in the FMLA).

Section 8. Abuse of Sick Leave. Local 73 leadership will address the abuse of sick leave through progressive discipline. Such abuse includes consistent use of sick time in order to leave work early on daily notice; consistent absenteeism on Mondays and

Fridays, and/or the day before and the day after a scheduled holiday and/or employee vacation.

Section 9. Coordination of Benefit Time. Employees on qualified disability leave covered under Article 27, Section 4, may, at their discretion, coordinate sick leave with disability coverage (e.g. disability insurance covers 60% of the employee's salary, and an employee may use earned and accrued sick leave to cover the remaining 40%).

Section 10. Family Responsibility Leave

Employees with parental responsibilities shall be allowed to take paid leave with the following stipulations:

- (a) Employees will be eligible for twenty (20) days of paid leave for the birth or adoption of a child or the placement of a child. Exceptions to this may be granted by the President or Designee for reasonable cause.
- (b) The leave shall be used to perform the normal household duties associated with having a newborn child in the household. Violation of this provision shall result in immediate revocation of the leave and may result in appropriate disciplinary action.
- (c) The leave request must be accompanied by a physician's statement. In the case of adoption, the leave request may be accompanied by a statement from an attorney or other person in authority directly connected with the adoption.
- (d) The leave must be for consecutive workdays.

ARTICLE 10. OTHER LEAVES OF ABSENCE

Section 1. Jury Duty Leave. If an employee is selected for jury duty, he/she shall be required to submit a Request for Absence Form to their Division Director/Supervisor, with a copy to the President of the Local. A copy of the court summons or notice shall be included to allow the employee to remain in paid status. Employees shall be expected to report for work on days and at times when the court does not ask you to report for jury duty. All compensation received by the employee for jury duty service shall be retained by the employee and not remitted to Local 73. However, a copy of the check shall be submitted to the Local as proof of attendance.

Section 2. Bereavement Leave. When a death occurs in the immediate family of an employee, the employee shall be entitled to a paid leave of absence of up to three (3) days. However, in the event the employee's spouse, significant other, parent(s) or child or children passes away, the employee shall be entitled to five (5) days paid leave. If an employee has to travel more than 250 miles for the funeral/memorial service, paid

bereavement leave will be paid for up to five (5) days. If additional time is required, accrued vacation leave or accrued sick leave time may be utilized.

Immediate family shall be defined as spouse, significant other, children, mother, father, brother, sister, grandparents, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandchildren, stepchildren, foster children, or anyone properly residing in the employee's household.

The employee is required to complete an absence request form as soon as they can for the approval of the employee's supervisor and President of the local. A copy of the announcement, memorial service card, funeral arrangement and/or obituary will be presented to the local upon return.

Section 3. Military Leave. Employees inducted into the armed forces shall accumulate seniority and upon return be reinstated to their former positions or a comparable position, provided that the employee notifies the Employer in writing as soon as possible. The Employer will comply with all terms of USERRA and/or any other applicable federal or state law that applies to military leave.

ARTICLE 11 DISCIPLINE AND DISCHARGE

Section 1. Just Cause. No employee shall be discharged or otherwise disciplined except for just cause. In the event of discharge, suspension, demotion, written warning or verbal warning, the employee shall be given a reason in writing, and a copy of such notification shall be forwarded to the Union at the same time. The Employer shall adhere to the principles of progressive discipline, except for major cause infractions, which may lead to immediate discharge or suspension on the first offense without resorting to progressive discipline such as:

- A. Sexual Harassment;
- B. Theft of SEIU Local 73 property or property of other employees or members;
- C. Falsification of SEIU Local 73 documentation;
- D. Failure to return to work at the conclusion of a leave of absence, including an FMLA leave;
- E. Unauthorized absence from work for a period exceeding five (5) consecutive days;
- F. Fighting on the job, physical violence or the threat of physical violence;
- G. Being under the influence of alcohol or any illegal substances on the job;

- H. Insubordination or refusal to perform assigned work;
- I. Disclosure of confidential SEIU Local 73 information to parties who are not authorized to receive such information such as employers and other labor unions;
- J. Violation of the Union's policy on firearms;
- K. Activity that undermines Elected Officers or members or that willfully undermines members' collective bargaining goals, organizing goals or other programs of Local 73.
- L. Prohibited and/or unauthorized use of the Union's technology including, but not limited to, using the Union's technology to bully or stalk, posting or sharing obscene material, granting access to unauthorized users, using the Union's technology for personal commercial gain, or using, sharing or copying licensed software.

Section 2. Notification of Disciplinary Action. Disciplinary action shall only be valid when, within thirty (30) calendar days after the date of the alleged violation, or within thirty (30) calendar days from when the Employer could reasonably know of the alleged violation, the employee is notified in writing of the Employer's intent to initiate disciplinary action.

Section 3. Right to Representation. An employee shall have the right to have representation by a Union steward, either in person or where the steward is based at the employee's work location, or by conference call, in any meeting with the Employer which is investigatory in nature and could lead to disciplinary action being imposed on the employee.

Section 4. Privacy. If SEIU Local 73 management sees reason to discipline an employee, it shall be done in a manner that will not embarrass the employee in front of other employees or the public and shall be done in a timely fashion.

Section 5. Right to Administer Discipline. Managers have the authority to discipline staff who they supervise. Termination of staff requires a written memo co-signed by the President, (or the equivalent Chief Executive Officer) or their designee.

Section 6. Expiration of Prior Discipline. Oral and written warnings shall expire and not be used to support additional progressive discipline one (1) year from the date of issuance if no other similar or like infraction is committed during that year.

ARTICLE 12. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievance Defined. A grievance within the meaning of this Agreement shall be any complaint by one or more employees which involves the interpretation, application,

or compliance with, the provisions of this Agreement. All grievances shall identify the Article(s) and Section(s) of the Agreement alleged to have been violated and shall specify the remedy requested.

Section 2. Procedure. A grievance shall be processed as follows:

If the grievant believes there is a basis for a grievance, the grievant may first discuss the matter with the immediate supervisor in an effort to resolve the problem informally provided the adjustment is not inconsistent with the terms of this agreement.

If the grievance is not resolved at the informal step or if the aggrieved has chosen not to use the informal procedure, the employee or employees shall file the grievance in writing not later than fifteen (15) calendar days after the date of the event upon which the grievance is based or the date on which such event should reasonably have become known. The grievance shall be filed with the employee's immediate supervisor. A copy of the grievance shall also be sent to the President or his/her designee.

Step 1. Within ten (10) working days after receipt of the grievance from the employee, the immediate supervisor shall attempt to schedule and hold a meeting with the grievant(s) and his/her Union steward for the purpose of attempting to resolve the grievance. Within five (5) working days after the meeting, the grievant shall receive a written response by the designated Employer Representative.

Step 2. If the grievance is not resolved at Step 1, the Union may submit the grievance to Step 2, by appealing the grievance to Step 2 in writing to the President or his/her designee within seven (7) working days of the Employer's Step 1 response. Within seven (7) working days of the receipt of the Step 2 grievance, the President, or his/her designee, shall attempt to schedule a meeting with the grievant(s) and his/her Union representative in an attempt to resolve the grievance. Within seven (7) working days of that meeting, the President, or his/her designee, shall provide the grievant a written response to their Step 2 grievance.

Step 3. If a grievance is not resolved to the Union's satisfaction at Step 2, the Union may submit the grievance to arbitration, provided that a written request for arbitration must be sent by certified mail or personal delivery to the President, or his/her designee, within twenty (20) working days after receipt of the Employer's Step 2 answer. Upon the Employer's receipt of a timely appeal to arbitration, the parties shall jointly contact an arbitrator from the permanent panel of arbitrators mutually agreed upon by the parties.

The arbitrator shall render an award within thirty (30) days after the arbitration hearing has ended or briefs have been received, whichever occurs later. The arbitrator shall have no power to alter, amend, add to or subtract from the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Employer, the Union and the employee(s). The fees and expenses of the arbitrator shall be borne by the losing party, except that if any expenses are

incurred because a party unilaterally withdraws a case then that party alone shall bear any such expense.

Section 3. Miscellaneous.

- A. Extensions of the aforesaid time limits may be mutually agreed upon and shall be confirmed in writing. Unless an extension is mutually agreed upon between the Employer and the Union, the time limits set forth herein shall be applicable.
- B. A failure by the Union or employee at any step of the grievance procedure to appeal a grievance in writing to the next step within the specified time limits shall be deemed an acceptance of the Employer's decision rendered at that step.
- C. A failure by the Employer at any step of the grievance procedure to attempt to schedule and hold a meeting or to respond to a grievance within the specified time limits shall result in the grievance being automatically moved to the next step without written appeal from the Union.
- D. Grievant(s) shall not suffer any loss of pay for time spent attending an arbitration hearing and/or participating in Step 1, 2 or 3 meetings or conference calls.
- E. Once an employee has filed a grievance, all subsequent notices and documents shall be sent to the designated Union steward as well as the grievant.

Neither the Employer nor the Union shall be permitted to present any grounds or evidence before the arbitrator which were not previously disclosed to the other party unless it is reasonably shown that it was not possible to have provided the newly discovered evidence to the other party prior to the arbitration.

ARTICLE 13. PERSONNEL FILES

Section 1. General. The Employer must keep personnel records for all employees and staff. Employee personnel records are kept in strict confidence. Employee personnel records may contain documents of the following type:

- A. Application for employment
- B. Resume
- C. References
- D. History of Pay and Benefits
- E. Training and Education
- F. Honors and Awards
- G. Duties and Job Classifications
- H. Performance Evaluations
- I. Supervisor Assessments
- J. Letters
- K. Statements

L. Corrective and dismissal actions
M. Grievances

Personnel records will contain not only those matters relating to an employee's work performance that need improvement, but also the employee's accomplishments and achievements. Personnel records are kept to ensure that every employee fulfills their responsibilities and receives the recognition for their work that they deserve. Anonymous materials shall not be placed in an employee's personnel file.

Section 2. Review of File. An employee shall have the right, upon written request, to review the contents of his/her personnel file. There shall be only one (1) official personnel file per employee.

Section 3. Employee Response to Information in File. An employee shall have the right to answer or respond to any material in the file to which the employee desires to add their response. Such employee answer shall be attached to the document to which he/she wishes to respond.

Section 4. Information Requests about an Employee. When the Employer receives an inquiry regarding an employee's status within the local union (ex. Another employer, a bank, a creditor), the only information that will be released is the following:

- A. the employee's date of hire at the local union;
- B. the employee's position (job title);
- C. The employee's date of separation at the local union, if the employee has left employment.

The Employer will only provide additional information, if the employee has given the Employer written authorization, or if the information is sought through a subpoena or other court approved legal document which requires production of the requested information.

ARTICLE 14. UNION BUSINESS

Section 1. Stewards. The Union shall furnish the names of stewards at least ten (10) days prior to the effective date of their appointment or change in appointment. The Union shall provide the Employer with a list of alternate stewards who shall assume the duties and rights of a steward when the regular steward is absent or if a conflict of interest requires the regular steward to withdraw from the matter involved. At no time will more than one (1) Steward be involved in Representation or investigation of a grievance unless mutually agreed upon by both parties.

Section 2. Steward/Officer Activity.

- A. Stewards or Officers of the Union, who are employed by SEIU Local 73, may utilize a reasonable amount of work time without loss of pay to confer with an affected employee with respect to any matters for which remedial relief may be sought

pursuant to the terms and conditions of this Agreement, or to interview witnesses, review documents, or prepare materials necessary to process a grievance, provided such activity is reported on the steward's weekly activity reports.

- B. Any meeting between any Employer official and a Union steward concerning a matter for which remedial relief may be sought pursuant to the terms of this agreement may be held on work time, provided such meeting is reported on the steward's weekly activity report.
- C. A steward will inform their supervisor in advance of any steward activity on work time which will require a significant amount of time during the normal work hours to ensure no conflict with SEIU Local 73 work requirements and membership needs. No request will be unreasonably denied. If such a conflict exists, the supervisor and the steward will mutually agree on an alternative arrangement to accomplish the Union's work. If no agreement can be reached then the President or designee shall make the decision as to whether a conflict exists, which interferes with union performance for its members.

Section 3. Bulletin Boards. The Employer shall provide a bulletin board for the Union's use at each SEIU Local 73 field office location.

Section 4. List. The Employer agrees to provide the Union a quarterly list of members in the bargaining unit which included their last reported home address and phone, their work address and phone, their rate of pay, their job classification, and their date of hire. The Union will inform the Employer of any information it learns is inaccurate on the list.

Section 5. Use of Facilities. The Employer agrees that the Union and its representatives shall have the right to use offices for meetings and to transact official business on Local 73 property provided permission has been granted by the President of Local 73 or her/his designee and provided it does not interfere with or interrupt normal SEIU operations. The Employer also agrees to allow the Union reasonable use of office equipment for official Union business. The Employer also agrees to allow the Union reasonable use of the Employer's email system to communicate with their members during non-work time. The Union shall provide the Employer with a summary of equipment and property used.

Section 6. Membership Meetings. When notified at least five (5) days in advance, the employer will schedule lunch hour coverage so that all administrative staff are able to attend Union meetings of no more than one (1) hour, which are scheduled during the work day.

ARTICLE 15: LABOR / MANAGEMENT COMMITTEE

The Employer and the Union agree to maintain a standing labor management committee. Such meetings will be conducted during normal working business hours. The Committee shall be composed of three (3) members from SEIU Local 73 and three (3) members of SESU. The Committee shall ordinarily meet every quarter, but the parties may meet more

or less often by mutual agreement. One (1) representative from each party shall work together to finalize an agenda no later than ten (10) days before the next scheduled meeting. The parties may identify subjects for inclusion in a future agenda at the end of a labor management meeting. The Committee shall give consideration to all matters of mutual concern.

ARTICLE 16. DISCRIMINATION AND SEXUAL HARASSMENT

Section 1. No Discrimination. It is the policy of SEIU Local 73 to provide equal opportunity in employment for all qualified persons and to prohibit discrimination in employment for all on the basis of race, creed, color, religion, sex, sexual orientation, national origin, veteran status, ancestry, marital status, handicap or age (subject to the exceptions with respect to age or handicap contained in applicable law). This includes a commitment to maintain a work environment free from prohibited forms of harassment. The Union and/or bargaining unit employees who observe or suspect discrimination should immediately report it to the Local 73 Personnel Manager, in writing for investigation.

Section 2. Sexual Harassment.

- A. SEIU Local 73 is committed to maintaining a work environment that encourages and fosters appropriate conduct among employees and members and respect for individual values and sensibilities. Accordingly, the Employer intends to enforce its Sexual Harassment Policy at all levels within the work place in order to create an environment free from discrimination of any kind, including sexual harassment.
- B. Sexual harassment affects the victim and other employees as well. Each incident of harassment contributes to a general atmosphere in which everyone suffers the consequence. Sexually oriented acts or sex based conduct have no legitimate business purpose.
- C. Sexual harassment consist of unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical acts of a sexual or sex-based nature where:
 1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 2. An employment decision affecting an employee is based on that individual's acceptance or rejection of such conduct; or
 3. Such conduct interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment.
- D. Prohibited acts of sexual harassment can take a variety of forms from subtle pressure for sexual activity or contact to physical contact. At times the offender

may be unaware that his or her conduct is offensive or harassing to others. Examples of conduct which could be considered sexual harassment include:

1. Unwelcome or unwanted advances or physical contact, including sexual advances. This includes a wide range of behaviors, such as touching, pinching, patting, hugging, kissing, cornering, fondling, and brushing up against;
2. Unwelcome requests or demands for dates or sexual favors, whether or not accompanied by implied or stated promises of preferential treatment or negative consequences concerning employment opportunities or status.

ARTICLE 17 BUSINESS EXPENSES AND REIMBURSEMENT

Section 1. Reimbursable Expenses. All approved business expenses incurred by the employee which are not covered in this Agreement, including but not limited to, meeting expenses, postage, mileage and office expenses shall be submitted for reimbursement under the procedures established by the Employer and CBA. All expenses related to the use of cellular phone and the use of the employee's vehicle, shall be covered by the provisions of Automobile and Cell Phone Allowances in Sections 3, 4, and 5 and shall not be a reimbursable expense.

All expense forms, with receipts, and other required documentation, must be timely submitted for reimbursements in accordance with the Employer's procedures. Expenses which are submitted in accordance with the Employer's policy shall be reimbursed by the employer within three (3) weeks. Expenses which are submitted more than thirty (30) days after the month in which they incurred shall be reimbursed within six (6) weeks. Failure to submit expenses in a timely manner may result in additional delays in reimbursement and possible discipline for chronic failure to abide by the Local 73 policy for reimbursement. Any expenses submitted more than sixty (60) days after the close of the month in which the expenses were incurred will not be immediately reimbursed by the Employer, but will be paid at the employee's termination of employment, provided that business related documentation of the expense is provided to the employer. The President may grant an extension of time based on extenuating circumstances, providing it is consistent with the requirements of the law.

Section 2. Business Meals. Should it be necessary to take other people for business related meals, the expense will be reimbursed in accordance with the policies of the Employer. Such expenses shall be kept to a reasonable amount and shall be reported for reimbursement as established by the Employer.

The employee shall receive forty-five dollars (\$45) per day to cover the cost of meals for each night of an overnight stay when he/she travels out of town on Local 73 business. If an employee is required to travel out of state on assignment to the International or any other organization the per diem shall be fifty-five dollars (\$55) per day. All submissions

must be accompanied by proper documentation, including receipts and purpose of expense.

Section 3. Automobile Usage. Those employees who are in a position which requires the use of an automobile shall have a vehicle which is in good working order. The following levels of insurance coverage must be maintained at all times on the vehicle:

Liability Insurance:

Bodily Injury	\$100,000 each person \$300,000 each occurrence
Property Damage	\$100,000 each occurrence

Uninsured Motorist Insurance (including under-insured coverage):

Bodily injury	\$100,000 each person \$300,000 each occurrence
Automobile Medical Payments	\$10,000

Proof of coverage and a copy of the employee's automobile insurance must be provided to the Employer on an annual basis. In addition to insurance, the employees are responsible for all other expenses related to the usage of their vehicle including but not limited to repairs, routine maintenance, and fuel expenses, whether or not those expenses were incurred on union business, except as provided in other provisions of this agreement.

In order to receive a car allowance, the employee must show proof of car ownership and insurance as indicated in this agreement. In the event an employee is without a car, the employee must report this fact to the employer. Until such time as the employee regains use of a car, the car allowance will be suspended.

Section 4. Cellular Phones. Those employees for whom the Employer requires regular communications in the field shall have a cellular telephone which is in good working order. Employees shall provide the Employer with the cell phone number and with any changes in the number. When employees are out of the office during regular business hours, they should respond to calls from the Employer unless their job duties at the time prevent them from doing so. In that case, they should respond as soon as reasonably possible. All phones shall have an Illinois or Northwest Indiana area code. When there is a genuine need for a new cell phone which is beyond the parameters set forth in Section 5 (B) below, the employee must obtain prior approval from the SEIU 73 President.

All Representational staff shall provide their cell phone number to all Union Officers and Stewards via email and USPS first class mail and copying SEIU Leadership.

Section 5. Automobile and Cell Phone Allowance. Those employees who are required to have an automobile or cellular phone in accordance with the previous sections shall be paid the following allowances:

A. Automobile Allowance:

All employees who are to be reimbursed for mileage must submit a monthly summary of all the mileage they have incurred in the course of performing their job. This summary must include the date of the business travel, the beginning number of miles and the ending number of miles and the employer facility and/or organizing target for which the mileage was incurred. Failure to submit such report on a monthly basis will mean that the employee concerned shall not receive their automobile allowance that month but will receive it on the pay period following submission of such monthly summary report which will not exceed two (2) calendar months.

The monthly taxable auto allowance shall be \$550 per month plus mileage payable at the quarterly IRS rate for all mileage incurred during the course of their work assignment.

B. Cellular Phone Allowance.

The monthly cost of cell phone use up to a maximum of \$125.00 reimbursement per month for cell phone use. An additional amount of the actual cost of electronic data/internet use of up to \$25 per month shall be paid for employees who also receive electronic data and access on their cell phones for a total of the actual cell and data monthly cost up to a maximum \$150 per month cell phone allowance. The employee must submit the cover sheet of their cell phone bill in order to qualify for reimbursement of the cell and data monthly charges.

In addition to the cell phone allowance, the Employer shall reimburse employees every two years from the date of employment and activation of a work phone a reimbursement of up to three hundred dollars (\$300) for the purchase of a PDA, Blackberry, computer wireless card, or similar device to be used for work-related email communications.

The automobile allowance shall be paid on the first payday of each month.

Section 6. Parking. Management agrees to provide paid parking for all employees who regularly park on a daily basis at the Chicago office based at 300 S. Ashland, Chicago, Illinois (and any successor locations). For employees who work or visit in the Chicago office two (2) days or less in the office, they shall receive a paid parking sticker. Employees who decide not to utilize their parking passes and instead park in front of the office shall have their parking passes revoked, and they shall also be directly responsible to the landlord for any towing fees that occur due to their repeated violation of the parking policy and agreement that Local 73 has with the landlord.

ARTICLE 18. DEFINITION OF SENIORITY

Section 1. Definition. The term "Seniority" as used hereinafter shall be defined as the length of an employee's service with the Employer from their date of hire with SEIU Local 73. The parties agree that certain employees that are currently in the bargaining unit received credit for prior service with other SEIU locals and/or the SEIU International. Appendix "A" of the Collective Bargaining Agreement contains a list of all of the current bargaining unit members, job classifications, and credited date of seniority. All employees hired after the date of September 1, 2006 shall have their date of hire with SEIU Local 73 as their official seniority date. However, for purposes of vacation only all employees hired after September 1, 2006 but prior to December 31, 2013 shall receive service credit for employment with SEIU added to their seniority date. Such service must be documented in writing and their adjusted vacation credit will begin upon such submission.

Section 2. Classification Seniority. The term "Job Classification Seniority" as used herein shall be defined as the length of an employee's service within a particular job classification. Job Classification Seniority shall be utilized in evaluating the employee's length of service within a title for the purposes of applying reduction in force language for any affected title.

Section 3. Seniority of Current Employees. The Seniority dates of employees hired prior to September 1, 2006 shall be listed in Appendix A of this Agreement. These dates shall apply to all seniority issues except that these employees may have a different date for determining the amount of vacation and other benefits that they may be due, in which case the secondary date of employment and type of benefit to which it applies will be confirmed in a Letter of Agreement.

ARTICLE 19. REDUCTION OF FORCE - RECALL FROM LAYOFF

Section 1. Reduction of Force. Should the Employer find it necessary to decrease the number of employees working within a job classification, the Employer shall give written notice to the Union at least thirty (30) calendar days prior to the effective date of the layoff of employees. Within each job classification, employees shall be laid off in the following order:

1. Temporary employees
2. Probationary employees
3. Part-time employees
4. Regular bargaining unit employees in reverse order of their seniority within their bargaining unit classification.

Employees subject to a layoff may bump any other employee with less seniority in a different job classification but the same salary grade or a lower job classification, provided that the employee has the ability and qualifications and work experience to perform the work with only minimum orientation. Employees that are bumped may in turn exercise their right to bump.

Employees who bump into a lower classification shall have their salary adjusted to the level of pay in a lower classification that is closest in range to their current salary.

Section 2. Recall from Layoff. Employees who have completed their probationary period and are laid off shall be maintained on a recall list for two (2) years from the date of layoff.

Whenever a position becomes available from which the employee(s) were laid off or a position becomes available that the employee has the ability and qualification or work experience to perform, the employee shall be recalled to the open position on a basis of seniority.

Notice of recall will be sent to the most recent home address/email address and phone number provided by the laid off employee. It is the responsibility of a laid off employee to inform the employer of any change of addresses and/or phone number in order to be eligible for recall. Upon notice of recall to a position, an employee will have fifteen (15) business days to respond with their intent to return or not. An employee offered recall, who does not accept recall to a position for which they are eligible and qualified, will forfeit any future right to recall.

When recalled to a position other than the position the employee held prior to his/her layoff, that employee will be provided instruction and orientation in the position for which they are recalled. However, if a position within the classification that the employee was originally laid off from becomes available once the employee has returned to work, that employee shall be given that open position. There will be a trial period of ninety (90) days, during which either the employee or the Employer may choose to return the employee to layoff status.

ARTICLE 20. VACANCY & PROMOTION

Section 1. Prior to filling a vacant SESU position in the bargaining unit, management shall post the vacancy for not less than ten (10) working days.

Section 2. The bid shall be posted on the SESU bulletin board located in SEIU Local 73's Chicago office. The notice shall also be transmitted to all SESU members via the SEIU Local 73 email system.

Section 3. Any SESU member may apply for the position, in which case, he/she shall submit a written application including information he/she deems pertinent to be considered for the position.

Section 4. Management shall interview all SESU applicants for the vacant position and then decide which employee, if any, shall be given the vacant position. Applicants who are not selected for the vacant position will have the opportunity to meet with the President and or the selecting official in order to hear why they were not selected for the position.

Section 5. Evaluation Appeals:

When the performance of a bargaining unit member is considered unsatisfactory, the following procedures shall take place:

The Vice President or his/her designee shall notify the bargaining unit member in writing stating the reasons for the unsatisfactory ratings and offer positive suggestions and assistance to the employee including additional training for improving their skills, knowledge and ability to perform their job to a satisfactory rating. The performance evaluation notification shall be given to the affected employee in a private conference and held confidential. A copy of the unsatisfactory evaluation shall be sent to the President of Local 73 and a copy shall be placed in the employee's personnel file.

Employees of the bargaining unit who disagree with any portion of his/her evaluation shall have the right to appeal to the President within ten (10) days of receiving his/her evaluation.

Within 10 days of receipt of the appeal the President shall convene a meeting to properly address the employee's appeal. The President shall have a reasonable period of time not to exceed twenty (20) days after said meeting to render a decision to the employee's appeal.

ARTICLE 21. SUCCESSIONSHIP

This Agreement and any other mutually agreed upon amendments shall be binding on the parties hereto, their heirs, successors, administrators, and assigns which shall include but shall not be limited to mergers, restructuring of local unions, reorganizations, and affiliations of any kind. In the event of any changes of employer administration, merger, restructuring of local unions, reorganizations and/or affiliations, the Employer shall be obligated to notify any potential successor and assign of the existence of a Collective Bargaining Agreement, the rights, responsibilities, and obligations herein. The Employer shall also advise the bargaining unit of any potential change in successor or assign as soon as notice is practicable.

ARTICLE 22. SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect in such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

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ARTICLE 23. STRIKES AND WORK INTERRUPTIONS

During the term of this Agreement, neither the Union nor the employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work or any other intentional interruption of work concerning this bargaining unit. In the event that any employee or group of employees shall participate or engage in any activities herein prohibited, the Union agrees, immediately upon being notified by the Employer, to direct such employees or group of employees to cease such activity and resume work at once.

The Employer has the right to discharge or otherwise discipline any employee who fails to resume working.

During the term of this Agreement, the Employer will not institute a lockout or permanently replace bargaining unit members over a dispute with the Union so long as there is good faith compliance by the Union with this Article.

ARTICLE 24. WAGES

All new employees hired on or after September 16, 2006, or current employees promoted to a higher classification or level, shall be placed at appropriate salaries/wages as listed in Appendix B, Employee Wage/Salary Schedule (see attached) provided that, current employees promoted to higher levels/classification shall receive no less than a 3% increase as a result of the promotion.

All employees hired prior to September 16, 2006 shall receive salaries/wages as listed in Appendix C, Current Employees Wage/Salary Schedule (see attached). Seniority dates listed in Appendix C are subject to correction and confirmation, but all dates will be determined by management by October 31, 2014.

Management at its discretion may assign employees to an appropriate level within their classification based upon performance and evaluations. Employees who dispute this assignment shall be able to present documentation to substantiate being assigned to a higher level within their classification. Management will not use its discretion in an arbitrary, capricious or discriminatory manner.

See Attached Memorandum of Understanding.

Section 2. INTERPRETATION PAY. Local 73 shall pay a monthly stipend of fifty (\$50) dollars to those employees who are identified by management who are fluent speaking in a non-English language and an additional monthly stipend of fifty (\$50) dollars shall be paid to those employees who are identified by management who are also fluent writing in a non-English language. This shall be documented on a monthly basis. (See side letter)

Salary Schedule

SESU bargaining unit members who are red circled will receive a one-time lump sum bonus of one thousand (\$1000.00) dollars on July 1, 2017.

All remaining SESU bargaining unit members will receive an increase of 2% to their base salary and a one-time signing bonus of five hundred (\$500.00) dollars on July 1, 2017.

Title	Effective July 1, 2017	
	Minimum	Maximum
Adm. Asst. I	\$ 33,966.40	\$ 37,672.88
Adm. Asst. II	\$ 40,000.00	\$ 45,029.19
Legal Admin. Asst.	\$ 40,000.00	\$ 45,029.19
Amin. Finance Dept.	\$ 40,000.00	\$ 45,029.19
Adm. Asst. to the Executive	\$ 42,366.40	\$ 47,612.16
Asst. Division Director	\$ 61,200.00	\$ 66,244.85
MRC Operator	\$ 33,958.66	\$ 40,470.22
Org in training	\$ 35,636.43	\$ 38,574.03
Organizer	\$ 44,493.54	\$ 48,161.25
Field Organizer	\$ 44,493.54	\$ 48,161.25
Sr. Organizer	\$ 50,937.98	\$ 55,677.48
Sr. Field Organizer	\$ 50,937.98	\$ 55,677.48
Lead Organizer	\$ 56,223.34	\$ 60,857.96
Lead Field Organizer	\$ 56,223.34	\$ 60,857.96
Hearing Officer	\$ 50,937.98	\$ 55,677.48
Office Manager (Spr)	\$ 43,592.47	\$ 47,754.36
Research Assist.	\$ 50,000.00	\$ 58,366.44

Job Descriptions to be attached as appendixes _____ thru _____

ARTICLE 25. TRAINING

The Employer and staff recognize that staff development is a key element in the quality of Local 73's organizing the unorganized and representation of its members. The Employer recognizes its responsibility to provide and promote the development of employees. The employees recognize their obligation to develop the skills, ability and knowledge necessary for promoting SEIU's programs and mission, organizing the unorganized, training new worksite leaders and providing quality representation.

The Employer shall provide appropriate training for employees. This training shall include in-house training seminars, off-site training seminars, making available training materials, including books, manuals, etc., and assigning less-experienced employees to work with and learn from more-experienced employees. Employees understand and accept their responsibility to fully participate in these training opportunities. To the extent possible these trainings will be conducted during the course of the employee's regular work day. But the parties agree that many training opportunities may occur outside of the employee's regular work schedule.

Employees may apply to attend classes of instruction relevant to their work duties. The Employer will reimburse employees the cost of these training classes provided the following elements are met:

- A. The Employer is provided with a proposal of the description of the class and educational institution and the employee receives written approval from the Employer to enroll prior to the employee enrolling in the class;
- B. The Employer determines that the class is relevant to the employee's work duties and that the proposal is budgetary feasible;
- C. The employee attends and successfully completes the class with a passing grade and submits proof of same.

ARTICLE 27. HEALTH INSURANCE, LIFE INSURANCE AND PENSION

Section 1. Health Insurance. The Employer shall provide the health, dental and vision insurance to the employees and their dependents. During the life of the agreement, the Employer shall pay 100% of the premium for health, dental and vision coverage. In consideration for this, the Union agrees that in the event that a decrease or substantial change in benefits occurs, the Employer will meet with the Union to meaningfully discuss the proposed changes and explore methods of reducing the cost of health insurance to the Employer and the Employee. The Union shall have the right to name two representatives to the Employer's Insurance Review Committee. The purpose of the Insurance Review Committee is to review any concerns or proposed changes in the insurance programs of the Union. Any decisions of the Committee must be approved by the Union and SEIU Local 73; such decisions shall be incorporated into and become a part of this Agreement.

pw

Section 2. Life Insurance. The Employer commits to providing all employees with life insurance in the amount of \$50,000 per employee, except for employees age 70 or over, in which case the amount shall be \$25,000, and will provide a copy of the policy to each employee.

Section 3. Pension and Retirement Benefits. International Pension. All bargaining unit employees shall be covered by the Service Employees International Union Affiliates Pension.

Section 4. Disability Insurance. At the Employer's expense, the employer shall provide all bargaining unit employees with short and long term disability insurance. In the event, the employer determines to change carriers or modify coverage the employer will continue to provide substantially the same or similar coverage as that which was agreed to during these negotiations (2017). The Employer will notify the Union in writing prior to any changes in the coverage or carriers. The Employer will provide a summary of the changes and meet with the Union if requested.

Section 5. Supplemental Insurance (Aflac). The Employer will process through voluntary payroll deduction, premiums for supplemental insurance plans selected by the employee and offered by Aflac. The Employer will not be responsible for the payment of premiums, for the administration of the benefits, for claims processing or for the failure to meet the minimum enrollment requirements set by Aflac.

ARTICLE 28. DURATION

This Agreement shall remain in full force and effect from January 1, 2017 until December 31, 2017, and from year to year thereafter unless either party desires a change. In the event a change is desired by either party, written notice shall be given to the other at least sixty (60) days prior to the expiration date of this Agreement.

It is further agreed that the non-economic provisions of this Agreement shall remain in effect during the period of negotiations for a new Agreement and either party may terminate this Agreement by written notice to the other at least thirty (30) days prior to December 31, 2017, or any date thereafter. Wages shall remain at the December 31, 2017 rate until such time as they are altered by the Agreement reached by the parties.

Signed this date _____, 20

SESU

SEIU Local 73

President

Trustee

Brenda Woodall
22 May 2017

Vice-President

Committee

Committee

Madeleine Hartinger
Committee

Trustee

DN

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

DENISE HUNTER, DIANE AVILA, and)	
SHERIDA HUDAK,)	
)	
)	
Plaintiffs,)	
V.)	
)	
SERVICE EMPLOYEES INTERNATIONAL UNION, ("SEIU"), ELISEO MEDINA, Individually and as Trustee of SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #73, and MARY KAY HENRY, Individually and as President of SEIU,)	Case No. 18 C 986 Judge Pallmeyer
Defendants.)	

PLAINTIFFS' STATUS REPORT

NOW COME PLAINTIFFS, DENISE HUNTER, DIANE AVILA, and SHERIDA HUDAK, by and through their attorneys, MELISSA CASEY, of the MPC LAW GROUP, and GLEN J. DUNN, JR., of GLEN J. DUNN & ASSOCIATES, LTD., and hereby submit this status report on the relevant facts of the dispute prior to the hearing on June 12, 2018.

Plaintiffs are seeking a Court Order to decree that the trusteeship imposed over the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL #73, (hereinafter, "Local 73" or "the Local") by Defendants be immediately discontinued pursuant to section 304 (a) of the Labor-Management Reporting and Disclosure Act of 1959 ("LMRDA") (29 U.S.C. 464). Further, pursuant to the discontinuance of the trusteeship, Plaintiffs seek to have Local 73 restored to self-governance through the entry of an injunctive order compelling the initiation of the democratic process within Local 73 to hold elections, in an orderly and timely manner, and in accordance with the existing and governing Constitution and By-laws, or, in the alternative, the

election procedures outlined in the United States Department of Labor guidebook entitled, “Conducting Local Union Officer Elections.”

I. OVERVIEW

Plaintiffs have filed this action as representatives of the Local membership to compel the restoration of self-governance after a protracted and contentious trusteeship. Defendants have submitted a litany of reasons as to why the immediate cessation of the trusteeship and commencement of elections is not feasible. In support of this proposition, Defendants are acting in direct contravention of the provisions of Section 304(a) of the Labor-Management Reporting and Disclosure Act of 1959, as amended (“LMRDA”), 29 U.S.C. section 464(c), which mandates that “after the expiration of eighteen months, the Trusteeship shall be presumed invalid...and its discontinuance shall be decreed [by a federal district court].” This trusteeship has been presumptively invalid since February 3, 2018, meaning it is already more than four months past its maximum tenure.

Instead of having to comply with the unambiguous language of federal legislation designed to protect against this very conduct, Defendants have proffered excuse after excuse as reasons for its failure to return the Local to its members to delay elections. However, Defendants have not met the high burden of proof by clear and convincing evidence that the Trusteeship has a legal basis to continue and to overcome the presumption of invalidity. Thus, this Honorable Court should not delay in ruling that the trusteeship is discontinued and Order the immediate commencement of elections. Before addressing the applicability of the LMRDA and exposing the defects and inaccuracies within the defendant’s reasons to delay the enforcement of

same, plaintiffs would like to provide a brief history of the imposition of the trusteeship to provide context to these proceedings.

II. HISTORY OF THE TRUSTEESHIP

Beginning sometime in 2015, the then Secretary Treasurer of Local 73, Matt Brandon, had been seeking to gain the Presidency position from the then President, Christine Boardman. Ms. Boardman had been the President of the Local since 2000 and had hinted at a desire to step down and retire. Mr. Brandon acted as if Ms. Boardman's retirement was already effectuated and he sought to declare himself in charge of the Local. An Executive board meeting was held on July 15, 2016, at which time, Mr. Brandon claimed to have authority over the Local and would not cede control of the proceedings to Ms. Boardman; the meeting proceeded in a disorderly manner, with no official business taking place. The follow day the general membership meeting was cancelled.

As part of his agenda, Mr. Brandon was also aligning his supporters and maligning his rivals. On August 24, 2015, a defamatory email was circulated in which several well-respected and long-standing individuals who were likely to assume control after the retirement of Ms. Boardman were accused of outrageous conduct, including acts of racism. These defamed individuals were officer candidates under the Members-leading-members slate, including Remzi Jaos and members of the Service Employees Staff Union, who were later terminated, plaintiffs assert, for exercising their political free speech rights under Article I of the LMRDA and because they posed the most direct threat to the International Union's continued control of Local 73. This was done ostensibly to tarnish their reputations and prevent the advancement of those

members and entities defamed. On February 24, 2016, a lawsuit was filed on behalf of the individuals defamed in order to restore their hard earned reputations. The Local was named a defendant in the suit both for recirculating the original email to a larger population than it was originally dispersed to, and also for not pursuing disciplinary action against the alleged perpetrators of the defamation.

Ms. Boardman ultimately resolved this litigation by reaching a settlement that, *inter alia*, terminated Mr. Brandon and two other individuals who were acting in conjunction with Brandon. The settlement protected the defamed individuals from termination for one year. They were all retaliated against, and ultimately terminated after the expiration of these protection. On June 1, 2016, Ms. Boardman, on behalf of the Local, filed an eight count complaint bringing charges against Matt Brandon and sought International to assume jurisdiction of those charges.

After assuming jurisdiction over the charges, the International took the Local into trusteeship on August 3, 2016, citing infighting between Boardman and Brandon as its justification. There was no issue alleged regarding financial malfeasance or corruption. Similarly, no criticism was made of the current Constitution and Bylaws of Local 73 or the leadership structure being a barrier to effective self-governance. On the required filing after the imposition of a Trusteeship with the Department of Labor, Form LM-15, the International Union stated that the reasons for the imposition of the Trusteeship were as follows:

International President Mary Kay Henry placed SEIU Local 73 into an emergency trusteeship, after **incessant in-fighting** between Local 73's former top governing officers escalated to the point where the in-fighting impeded the Local Union's ability to carry out its basic governance functions and meet its collective bargaining responsibilities properly, thereby jeopardizing the interests of the Local Union and the membership. President Henry appointed a Trustee and Deputy Trustees at Local 73 to provide the stability and oversight needed to protect the interests of the members of Local 73, safeguard the internal integrity of the Local Union, assure the

performance of the Local Union's collective bargaining responsibilities, **ensure that the Local Union follows democratic procedures**, and otherwise carry out the legitimate objectives of the International Union. (See LM-15 of August 18, 2016, section 8 "Provide a detailed statement which explains each reason checked in Item 7, above." Attached hereto as Exhibit A, emphasis added. See also the Order of Emergency Trusteeship, entered by Henry on August 3, 2016, attached hereto as Exhibit B.

Note that at the time the emergency trusteeship was established, the only stated reason was to address the situation between the then leaders, Brandon and Boardman. In fact, Section 7 of the August 18, 2016 LM-15 contains boxes to be checked enumerating the possible reasons for the establishment of a trusteeship. The first one, "to correct corruption or financial malpractice" is NOT checked.

There was much press generated by the imposition of the trusteeship and all of it concerns the infighting between the aforementioned leaders. Upon assuming control of the Local, both Brandon and Boardman were terminated without hearing.

Once in power, the trusteeship focused its energies on advancing the international agenda and its PAC, not restoring democratic procedures or seeking to amend the Local Constitution or leadership structure, while local members' needs were neglected and long-standing benefits, like retiree health insurance were unilaterally terminated. Executive committee members who were outspoken about the direction of the Local and/or the continuation of the trusteeship were terminated without cause in violation of a valid collective bargaining agreement and Title I of the LMRDA. At no juncture did the trustees make any efforts to return the Local to self-governance. At no time prior to April, 2018, was there any discussion that the current Constitution was ineffective. Defendants now place much emphasis on what they retrospectively deem to be a "financial crisis" which they struggled to correct. They articulate several areas of financial

problems; the lack of reserves, the operational costs being over budget, and less than stringent policies for expenses. It is stated that the “viability” of the Local was in “danger.” None of these amount to the standard required to impose a legal trusteeship, and certainly do not meet the burden required to continue the Trusteeship after the expiration of the presumption of validity.

Ironically, the trusteeship was established to “restore democracy,” and until last month, the trustees did absolutely nothing toward that goal. They merely assumed control and ran the union to serve the interests of international.

III. THE LMRDA’S STRICT REGULATION OF TRUSTEESHIPS

The federal government long ago recognized that unions are rife with abuses. Notably, the LMRDA was enacted for the specific purpose of curtailing those abuses. The preamble to the Act states its purpose is “[t]o provide for the reporting and disclosure of certain financial transactions and administrative practices of labor organizations and employers, to **prevent abuses in the administration of trusteeships by labor organizations, to provide standards with respect to the election of officers by labor organizations, and for such other purposes.**”

Emphasis added. The United States Department of Labor, Office of Labor-Management Standards (OLMS) has issued a document entitled, “Trusteeship Requirements Under the LMRDA and the CSRA,” a copy of which is attached hereto as Exhibit C. Its preamble states:

“Trusteeships are normally established by parent body unions to assist subordinate unions having operational or financial problems or to restore democratic procedures. During hearings held prior to the enactment of the LMRDA, however, Congress became aware that the power to impose a trusteeship was sometimes used to “milk” local treasuries and **perpetuate power by controlling votes undemocratically.**” Emphasis added.

The Act then delineates both lawful and unlawful purposes for the imposition and continuation of a trusteeship. While the “restoration of democratic procedures,” is a legal basis for the imposition of a trusteeship and certainly appears to be the case for the initial imposition of this trusteeship in 2016, “a trusteeship established for the general purpose of safeguarding the best interests of the local union, its membership, and the international union,” is an unlawful purpose, and yet, it is the admitted reason behind the continuation of this trusteeship. Appearing during these proceedings during negotiations which were ordered by this court to ostensibly discuss the election proceedings, was Clare Prestel, attorney for the international. Ms. Prestel admitted that the trusteeship was existing merely to “safeguard the best interest” of Local 73, mostly in anticipation of the United States Supreme Court’s impending ruling in the case of *Janus v. AFSCME*.¹

All portions of Defendants’ arguments relating to financial reasons forming the basis to continue the trusteeship should be discounted as not meeting the legal standards of the LMRDA. In order for a trusteeship to exist for financial reasons, the law clearly provides that there must be “the purpose of correcting corruption or financial malpractice.” LMRDA, Sec. 302. Never has any claim about the financial status of the Local risen to that standard. In fact, the financial filings with the Department of Labor demonstrate that the Local had net assets of \$601,619 at the end of 2015, and net assets of \$1,143,301 at the end of 2016. The trusteeship was imposed two-thirds of the way through 2016.

¹ *Janus v. AFSCME* is currently pending before the United States Supreme Court and a ruling is expected imminently. The predominantly conservative court is predicted to rule that union dues are no longer required to be paid under doctrines of “fair share” for receiving the benefits negotiated for by unions. This may result in decreased union membership and/or decreased union dues. This outcome would affect every union in the country- not merely this Local or SEIU.

It is imperative to the intent and purpose behind the LMRDA that this Court decree that this trusteeship be terminated immediately and Local 73 be restored to self-governance. The presumption of invalidity cannot be overcome absent a specific decree of validity; that cannot happen without the International proving, by clear and convincing evidence, that the continuation of the trusteeship is for a lawful purpose, according to Section 303 of the LMRDA. The International must meet this high burden. The defendants have not even sought this relief. Maintaining a trusteeship of a local 23 months after its establishment merely to “safeguard its best interests” is delineated as an unlawful purpose. Likewise, International is certainly not entitled to continue a now invalid trusteeship by making weak and unfounded allegations that it is merely inconvenient to do otherwise. Unilaterally deciding that the Local’s Constitution and By-Laws need amending to completely change, *inter alia*, the leadership structure and election process, is not a legally valid reason to continue a trusteeship beyond the LMRDA maximum time limit. In declaring the Trusteeship discontinued, this Honorable Court can and should enjoin the Trusteeship from seeking to amend the Local 73 Constitution and By-Laws, instead initiating elections now and leaving the ratification of the COF recommendations to be implemented by the democratically elected officials of the Local Membership’s choosing following the elections. This would also allow the newly elected leaders to formulate and implement a transition plan for any election and leadership changes, something that is lacking from the current proposal by the Defendants.

IV. THE DEFENDANTS’ EXCUSES TO DELAY ELECTIONS

After this lawsuit was commenced, after this Court indicated that elections should commence, after the 18 month period of presumed validity had elapsed, and after facing a TRO by members

and 2000 petitions seeking elections, the Defendants decided that the Constitution and By-Laws needed to be amended. This argument is disingenuous and should not form the basis to delay the discontinuation of the trusteeship. Additionally, the Defendants have alleged that elections should not commence until the fall, so as not to “disenfranchise” the members who work for the Chicago Public Schools. Defendants failed to inform the Court, when offering this excuse, that the CPS members are not teachers, or other seasonal employees, but rather comprise 12 month employees who will be working and convenign at their workplaces throughout the summer. Therefore, there is no reason to believe that a) the members could not participate in elections even if school were out, b) the majority of Local 73 members who are employed within the CPS are not still working during the summer months and c) that there are not other members who would be more able to participate in the summer months when it is a less busy time of year. In either case, Defendants’ delay in commencing election proceedings cannot now be the basis to further delay justice.

A. THE “AMENDMENTS” TO THE LOCAL CONSTITUTION

1. There is no evidence that there is anything wrong with the existing Constitution and By-laws.

There is absolutely no evidence to indicate that either the currently valid constitution and by-laws were problematic, that members had made any complaints about them, or that they were substantially any different from the constitution and by-laws of many other locals within SEIU.

2. If the existing Constitution and By-laws could be improved through amendment, that is the purview of the membership of the Local, and not something international should be controlling.

Amending a sovereignty's governing documents is a lofty goal and should be left to that sovereignty. It is illogical that the International should be the one to direct and control this process. Elections should occur and the new, democratically elected leaders can then move forward with any amendments, should it be determined by those leaders that such amendments are even advisable.

3. The timing of Defendants' averment that the Constitution and Bylaws need amending is suspect, as is the procedure in place for any such amendments.

As discussed *supra*, the Defendants have claimed that the Local's current Constitution and Bylaws are unwieldy. Therefore, the Trustees appointed a "committee" to discuss and recommend amendments and changes thereto. Interesting that this committee was only established after this lawsuit was brought and long after the trusteeship's 18 month period of presumed validity. The committee is lead by the current Trustee, Eliseo Medina, and is comprised of individuals he selected; there were no nomination or elections for these other positions. The first meeting of this committee, called the "Committee of the Future," or "COF," was not until April of this year, and that was only for the three separate 10 person sub-committees. The entire COF of 30 members did not convene until May 19, 2018, less than one month ago.

The governing documents of the Local that are not now nor have they ever have been the cause of any dysfunction within the Local. Complying with the LMRDA should not be contingent upon remedying this fictitious ailment. Clearly, there may be arguments that certain provisions could be modified and there may be individuals who espouse opinions that there could be a better way to establish the governance within the Local. But these are opinions only and do not nearly rise to the standard that doing this justifies an extension of an invalid trusteeship or that this process should more appropriately be overseen by the actual members of the Local who are put into power through the democratic process.

4. The allegation that this process, which just began in April, could or should be completed prior to elections is not borne out by the facts.

Defendants have represented that this is a process that has been ongoing for a long while and is nearing completion. Defendants' status report, submitted to this Court on May 25, 2018, claims that the COF recommendations will be presented to the membership and the members will be able to vote between June 11 and June 23, 2018. The SEIU, Local 73 website shows that there will indeed be some sort of voting on the COF recommendations at one location over two days on June 12 and 13. It also appears that this voting process has already begun. Defendants have presented the voting as a vote of "yes" or "no" on the "recommendations of the COF," rather than a vote on amending the constitution. (See web page from Local 73, attached hereto as Exhibit D.) Further, there has been little time for members to discuss, analyze, seek legal counsel, contemplate and compare to other Local constitutions, etc. Rather, these amendments have literally been thrust upon the membership and an improper onsite vote sprung upon them. In fact, members have expressed much confusion and disapproval over the lack of notice they

have been given on this issue. Plaintiffs strenuously object to the legality of this process.

Article XVII of the Local Constitution and By-Laws states:

The Constitution and By-Laws of this Local Union may be amended by a two-thirds ($\frac{2}{3}$) vote at any regular meeting of this Local Union, provided the amendment be voted on has been presented in writing and read at least one regular meeting before the regular meeting at which action is taken.

Section 3 of Article IV provides that regular meetings are to be held quarterly. This means that for any provision of the Constitution and By-Laws to be ratified, it will require at least two regular membership meetings. Moreover, the COF proposals, which are numerous, are not itemized separately for voting, but rather, members are given the opportunity to vote simply “yes,” or “no” to the “recommendations” in toto. This hardly qualifies as a membership ratification for constitutional amendment.

This entire process should be halted as it is improper for it to be spearheaded by International, it is being done for an improper purpose and the methodology used is entirely flawed and unconstitutional and should be enjoined by this Court from proceeding further. It should certainly not be the basis for any delay in commencing elections.

B. THE ALLEGED UNAVAILABILITY OF CERTAIN MEMBERS OVER THE SUMMER.

Defendants have alleged that to begin the election process now would disenfranchise nearly 30% of its membership- all of the CPS employees who are “off” for the summer. The fact is that the membership numbers are misrepresented by Defendants and the impact on the CPS members is distorted.

The reality is that the SEIU is made up of 23,200 individuals. The total amount of CPS employees is 6,225. However, those members are predominately on a 12 month work schedule, as they are mostly custodians who continue to work in the summer months. It is not the case that those members would be unavailable to participate in the election process were it to commence immediately.

C. THE REAL REASON DEFENDANTS WANT TO DELAY ELECTIONS

The Trustees do not want to cede control of the Local. The arguments for the need for its continued governance are and have been, specious and self-serving. If this Court were to order the commencement of elections, the current Constitution and By-Laws would make it difficult, if not impossible, for the candidates the Trustees would like in power (basically a continuation of the Trusteeship), to be eligible to run, and they would not have the requisite support to present a slate in compliance with the current election procedures. As a last ditch attempt to retain control of the Local, the International has sought this court to allow them to try to change the rules of the election. The rules do not need changing. This Honorable Court should Order that the rules still apply and they should apply at once.

V. THE ELECTION PROPOSAL

Article X of the SEIU Local 73 Constitution and Bylaws, “Nominations and Elections,” Section 1, provides that “nominations for officers shall take place at the regular membership meeting and at least fifteen (15) days notice shall be given of the time and place of the meeting and that such nominations shall take place.” Plaintiffs propose that this meeting be scheduled for June 30, 2018, and that notice of this meeting be sent out at once. Article X, Section 2, of the

SEIU Local 73 Constitution and Bylaws then states that “nominations shall be made in writing, designating the name of the person nominated, the office for which nominated, and must be signed by at least three (3%) percent of the membership in good standing (based on the membership reported in the previous December) with at least ten (10) signatures from each of the four (4) separate bargaining units.”

Article X of the SEIU Local 73 Constitution and Bylaws also provides that elections shall take place “no more than sixty (60) nor less than thirty (30) days following the close of nominations.” The ballots containing the officers to be elected shall be printed in the following order:

- (1) President
- (2) Secretary-Treasurer
- (3) Five (5) Vice-Presidents
- (4) Recording Secretary
- (5) Executive Board Members (one hundred (100) to be elected).

Plaintiffs propose that the election then be held on August 4, 2018, with the ballot as articulated above. This would result in results of the ballots being counted by mid-August and the newly elected officers taking the reins by August 30, 2018.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment and permanent injunctive relief in favor of Plaintiffs as follows:

- 1) Declare that the August 3, 2016 Trusteeship of the Local 73 is discontinued; and
- 2) Declare the Constitution and By-laws of Local 73 reinstated; and
- 3) Order Defendants to implement the democratic process and initiate election procedures immediately pursuant to and in accordance with the Constitution and By-Laws of the

Local 73 according to the timetable as proposed *supra*, or something substantially similar, and

- 4) In the alternative, Order Defendants to immediately implement the election procedures as contained within the United States Department of Labor Guidebook “Conducting Local Union Officer Elections.”; and
- 5) Award in favor of Plaintiffs and against Defendants, jointly and severally, the costs, expenses and attorneys’ fees incurred in bringing this action; and
- 6) Award such other and further relief as this Honorable court deems proper and just.

Respectfully submitted,

/s/ Melissa P. Casey

Melissa P. Casey

/s/ Glen J. Dunn, Jr.

Glen J. Dunn, Jr.

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

DENISE HUNTER, DIANE AVILA, and)	
SHERIDA HUDAK,)	
)	
Plaintiffs,)	
V.)	
)	Case No. 18 C 986
SERVICE EMPLOYEES INTERNATIONAL UNION,)	Judge Pallmeyer
("SEIU"), ELISEO MEDINA, Individually and as)	
Trustee of SERVICE EMPLOYEES INTERNATIONAL)	
UNION, LOCAL #73, and MARY KAY HENRY,)	
Individually and as President of SEIU,)	
Defendants.)	

PLAINTIFFS' SUPPLEMENTAL STATUS REPORT

NOW COME PLAINTIFFS, DENISE HUNTER, DIANE AVILA, and SHERIDA HUDAK, by and through their attorneys, MELISSA CASEY, of the MPC LAW GROUP, and GLEN J. DUNN, JR., of GLEN J. DUNN & ASSOCIATES, LTD., and hereby submit this supplemental status report.

I. DEFENDANTS' ARGUMENT THAT THE SEIU, LOCAL #73'S CONSTITUTION AND BY-LAWS NEED AMENDMENT PRIOR TO ELECTIONS IS CONTRARY TO THE LMRDA AND CASE LAW

International imposed the Trusteeship on Local #73 on August 3, 2016. At no time during the eighteen month period of presumed validity did the Trustees aver that the current Constitution and By-Laws were deficient or that the survival of the Local was dependant upon amendments thereto. It is not mentioned in the LR-2 reports, which are submitted under oath and penalty of criminal fines and imprisonment, with the Department of Labor. It was not articulated in the Order granting the Trusteeship by Defendant, Mary Kay Henry, President of the

International. It was not mentioned during the entire hearing process nor in the Order establishing the Trusteeship. In fact, the first time this was raised at all was after this suit was brought to restore Local #73 to self-governance and after the Trusteeship was presumptively invalid. As recently as January of this year, when the Trusteeship was just weeks away from the 18 month cut-off imposed by Section 304 (a) of the Labor-Management Reporting and Disclosure Act of 1959 (“LMRDA”) (29 U.S.C. 464), the Trustee of Local #73, Denise Poloyac, sent an email to the staff members which purported to “reiterate the goals of the Trusteeship,” and there was nothing mentioned about the importance of amending the Constitution and By-Laws. (See email of January 8, 2018, attached hereto as Exhibit A.)

Other courts in the Northern District of Illinois have faced nearly identical arguments by a Trusteeship past its 18 month period of presumed validity. See, e.g., the opinion of Judge Conlon in *Smith et. al. v. International Brotherhood of Teamsters, AFL-CIO, et. al.*, No. 98 C 0960 (1998 WL 150703), wherein the Defendants sought to postpone elections in order to amend the Constitution and By-Laws, in a Trusteeship in existence over 18 months. Judge Conlon stated, “the mere fact that defendants have scheduled an election does not moot the question whether the trusteeship is being extended beyond eighteen months for proper or improper purposes. If merely scheduling an election rendered a Section 464 claim moot, trustees would be allowed to extend the trusteeship for improper purposes so long as they also scheduled an election for some later date. Clearly that is not the law.” Judge Conlon went on to say that “[i]t is apparent the parties dispute not only (1) whether defendants’ proffered reasons for postponing the election are sufficient under the circumstances of this case to justify an extension of the trusteeship, but also (2) whether defendant’s’ proffered reasons are genuine or pretextual and (3)

whether the trustee's actions relating to the new by-laws and charges were not undertaken earlier because the trustees numerous duties prevented him from doing so, or whether those actions were intentionally postponed to extend the trusteeship." The court ordered an evidentiary hearing on those issues, and new leadership was elected within 90 days of that Order.

Similarly, the 7th Circuit Court of Appeals found that a trusteeship did not have the power to determine for itself whether continuing a trusteeship for longer than eighteen months was justified. *International Union v. Local Union No. 589*, 693 F.2d 666 (7th Cir.1982). "Given the language of 29 U.S.C. § 464(c), which presumes a trusteeship invalid after eighteen months, this court is doubtful that a union would ever have the power to determine for itself whether continuing a trusteeship for longer than eighteen months was justified, especially when the time it takes to make that decision has the effect of continuing the trusteeship indefinitely beyond eighteen months. Intra-union appeals in such cases are unlikely to provide relief since the protests are entertained by the very bodies that imposed the trusteeships." *Id.*

In this case, the Trustees have not sought to extend the trusteeship through the Department of Labor, as presumably to do so would require a showing that there was a valid basis for that extension. Instead, Defendants have failed, during the entire eighteen months of its tenure, to even contemplate a return of the Local to its own control. Only in response to this lawsuit have Defendants raised the argument that Constitutional overhaul is warranted and even imperative.

Other Illinois courts have also readily terminated trusteeships after the expiration of eighteen months. In *Cross v. United Mine Workers of America*, 353 F. Supp., 504 (S.D. Ill.

1973), plaintiff sought to enjoin the defendant international union from continuing a trusteeship after eighteen months. The Court held that “the trusteeship over District 12 is not necessary for any allowable purpose under Section 302 of LMRDA, 29 U.S.C. § 462, and must be presumed invalid under Section 304(c) of the Act, 29 U.S.C. § 464(c) since it has been in existence for more than 18 months.” The *Cross* court then ordered Defendant International Union and officers be enjoined from continuing the Trusteeship and for The American Arbitration Association to conduct secret ballot nominations and an election within four months from the date of this order and for The American Arbitration Association to have control over the entire election process, including the creation of election rules governing nominations, eligibility of candidates, resolution of contested nominations and elections, campaigning, fair election procedures, balloting and counting of the ballots, consistent with the provisions of LMRDA. The *Cross* court also ordered that the funds of the local the and the Defendant International Union were not be used directly or indirectly, to support the candidacy of any person, and it awarded reasonable attorneys’ fees and costs to the plaintiffs for the prosecution of the action. *Id.*

The legislature considered the potential abuses of trusteeships in unions of utmost import and sought to curtail those abuses in enacting the LMRDA. Congress recognized that trusteeships had, at times, been used as a means of consolidating the power of corrupt union officers, plundering and dissipating the resources of local unions, and **preventing growth of competing political elements within the organization.** *McDonald, et. al. v. Oliver, et. al.*, 525 F.2d 1217 (5th Cir. 1976), *citing, United Brotherhood of Carpenters and Joiners of America v. Brown*, 10 Cir. 1965, 343 F.2d 872, 882. The purpose of the Act as a whole is not only to stop and prevent outrageous conduct by thugs and gangsters but also to stop lesser forms of

objectionable conduct by those in positions of trust and to protect democratic processes within union organizations. . . . (T) he rights of individual members of a labor union are protected by federal statute with a view to allowing those members to conduct local matters with a minimum of outside interference. In short, local affairs are to be governed by local members under democratic processes. *Id.*

With that lofty intention, this Court must be made aware that both the substantive changes being proposed in the Constitutional amendments and the procedure by which they are being voted upon are problematic, and violative of democratic principles and the purpose of the LMRDA. Specifically, the substantive changes to the governing structure of the organization would disenfranchise an entire group of members. The amendments would prohibit any staff member from seeking an elected position. This is being proffered by Defendants solely to stifle political dissent, as the current slate seeking election is comprised of several SEIU staff members. In fact, the “Members Leading Members” executive officer candidates are the very same people that were terminated in January, 2018, the day after they announced their slate by publishing it on the internet.

It is virtually certain that, in the upcoming elections, there will only be two slates - the slate of “Members Leading Members,” led by Remzi Jaos with 100 executive board candidates who have already collected over 1800 signatures (more than twice the requirement) for the positions under the election procedures of the suspended Local Constitution - and the slate of those members handpicked by the International Union and trusteeship, led by Jeff Howard. The proposed changes to the election procedures seek to undermine and eliminate the only political dissent to the leadership slate hand-chosen by the Trusteeship. Clearly, Defendants are

committing the very abuses the LMRDA is meant to eliminate as they are now and have always acted to prevent growth of competing political elements within the organization.

Further, the procedures being utilized to obtain two-thirds of members ratification for the amendments appear to be, on their face, unfair and corrupt. The Trustees are actively campaigning for a “yes” vote. The members have never been presented with any forum for which they could debate the amendments. The members are being shut down, debased and ignored when they attempt to ask a question about the amendments. The vote is an “up or down” vote to adopt the entire report and recommendation of the Committee on the Future, without any delineation or breakdown of what a “yes” vote will actually accomplish. Moreover, the members, who have been frustrated by a contentious and volatile union situation for years, particularly since the imposition of the Trusteeship, are being told that the report will solve all of the unions problems - it will make the union stronger, more financially sound, and allow more member involvement - and lead to an election. Without any opportunity to learn about the real ramifications of the amendments, of course someone would be persuaded to vote “yes” as a quick fix and panacea for all that ails. The amendments were never presented at a membership meeting where they could be discussed. Had that occurred, there would have been a forum for dissent, an opportunity to table them, or to modify them, or to eliminate certain provisions, while retaining others, but most importantly, an opportunity for the Membership at large, and not just the individuals handpicked by the trustees, to exercise control and oversight over what amounts to a complete overhaul of the leadership structure of Local 73 and material changes to the election process and rules. The tables that were set up at campuses seeking the members “yes” vote simply have a cardbox box, that remains unattended, to collect the ballots. SEIU member

Chris Logan filed a written protest with Local 73 regarding democratic process and election neglect and offenses. As of this filing, Mr. Logan's protest has already been summarily denied by a management representative without disclosure of (or even time enough for) any substantive investigation into his complaints, which is in and of itself telling as to whether the vote on the Constitutional and election process changes are pretextual, not genuine. (See June 13, 2018 email string between Chris Logan and Tyson Roan, attached as Exhibit B).

There was never a legitimate purpose behind the current attempt to amend the Local #73 Constitution and By-Laws. It should not form the basis to delay an immediate dissolution of the Trusteeship and commencement of elections under the suspended Constitution and election procedures. Once democratically elected leadership has been elected and installed, they can oversee the ultimate results, if any, from the proposed recommendations from the Committee on the Future and, if necessary, formulate and implement a transition plan for these sweeping changes, should they ultimately be ratified and adopted. To allow an invalid Trusteeship to oversee that process, which is what the International Union is attempting to ram down on the Local Membership, violates the fundamental protections afforded by the LMRDA and provides a basis for legal challenge to that process and its outcome, which would delay an election based on them by many months or even years. That is why the International Union and the trusteeship are basing their arguments on this process - they seek to use it as a pretextual tool of delay to remain in power and stifle any political dissent once the elections do take place. They are trying to change the rules of the game at the last minute to fix the result.

We urge the Court to seek a more reasonable and defensible approach to resolving this dispute that affords the Local Membership an opportunity to elect the leadership slate of their

choosing under an unbiased process while ultimately putting the execution, if any, of Constitutional, organizational and electoral changes to the Local in the hands of the democratically elected officials, and not the Trusteeship and the International Union. In furtherance of this goal, and as this Honorable Court has requested of Plaintiffs, a proposed election timeline consistent with the United States Department of Labor Guidebook on "Electing Local Union Officers" is attached as Exhibit C for the Court's reference.

WHEREFORE, Plaintiffs respectfully request this Honorable Court to enter judgment and permanent injunctive relief in favor of Plaintiffs as follows:

- 1) Declare that the August 3, 2016 Trusteeship of the Local 73 is discontinued; and
- 2) Declare the Constitution and By-laws of Local 73, as amended and approved at the MArch 11, 2007 Membership Meeting, be reinstated; and
- 3) Order Defendants to implement the democratic process and initiate election procedures immediately pursuant to and in accordance with the Constitution and By-Laws of the Local 73 according to the election schedule attached as Exhibit C; and
- 4) In the alternative, Order Defendants to immediately implement the election procedures as contained within the United States Department of Labor Guidebook "Conducting Local Union Officer Elections."; and
- 5) Award in favor of Plaintiffs and against Defendants, jointly and severally, the costs, expenses and attorneys' fees incurred in bringing this action; and
- 6) Award such other and further relief as this Honorable court deems proper and just.

Respectfully submitted,

/s/ Melissa P. Casey

Melissa P. Casey

/s/ Glen J. Dunn, Jr.

Glen J. Dunn, Jr.

Glen J. Dunn, Jr.
Glen J. Dunn & Associates, Ltd.
221 N. LaSalle Street, Suite 1414
Chicago, IL 60601
(312) 546-5056
(312) 546-5058
gdunn@gjdlaw.com

Melissa P. Casey
MPC Law Group
221 N. LaSalle Street, Suite 1414
Chicago, IL 60601
(312) 399-2528
Mpclawgroup@gmail.com

Joseph Iosbaker
Election Committee Chairperson
SEIU Local 73
300 South Ashland Ave.
#400
Chicago, IL 60607

Via hand delivery

Re: Local 73 2018 democratic officer election objection

Mr. Iosbaker:

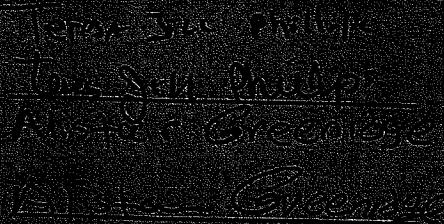
By this letter we, as full share voting members of SEIU Local 73, officially object to the presently scheduled officer election to proceed on the following grounds:

1. Candidates Dian Palmer and Jeff Howard should be disqualified from running for office as they do not meet the “two years of continuous membership in Local 73” criteria for officer candidates.
2. Candidates Jeff Howard and Science Meles should be disqualified from running for office as they have been and are currently engaged in an impermissible personal relationship at the workplace.
3. The “Together We Rise” or “We Rise” platform is an agenda that has been formulated, funded, implemented and endorsed by SEIU International, specifically targeting leadership in SEIU public sector Locals. See, e.g. Ex. D and E. According to the SEIU International Website, the “SEIU Rise’ movement is paid for by SEIU COPE, www.seiu.org and should not be authorized by any candidate or candidate’s committee. COPE is the International political contribution fund that Mr. Jaos identified in his evidentiary hearing testimony before Judge Pallmeyer in July of 2018 in the matter of *Hunter, et al. v. SEIU, et al.*, case no. 18 cv 986, as the new focus of Denise Poloyac, Dian Palmer and the trusteeship, at the expense of the Local’s usual business of grievance processing and contract negotiations. Mr. Jaos testified that his criticism of this shift in focus led to his termination as part of a pattern to stifle criticism and dissent at Local 73 by the trusteeship. The election slate of current trustee, Dian Palmer, “Local 73 Rising” seeks to impermissibly utilize funding from SEIU International and the weight of a nationwide SEIU International Agenda (#WeRise) to create an unfair advantage over the “Members-Leading-Members” slate, led by Remzi Jaos.
4. Members of Local 73 have notified Judge Pallmeyer, via a status report, of these issues. A copy of that status report and exhibits can be found in the public record at doc. no. 70 of *Hunter, et al v. SEIU, et al.*, case no. 18 cv 986.
5. Current trustee and candidate for President, Dian Palmer, have appropriate the international slogan, control the election committee through the appointment of the chairperson, and have utilized Local 73 staff and funds to promote her candidacy and the “Local 73 Rising” slate.

6. Members of the slate lead by Dian Palmer used SEIU Local 73 resources to campaign for their slate. Science Meles, candidate for executive Vice President of the Local 73 Rising slate, both individually and directed staff of Local 73 to attend an orientation meeting of the new officers for another year. Ms. Meles and former Trustee, Jerry Heim, the holder of 9,400 individual signatures on September 4, 2013. During that meeting the candidates for Local 73 slate informed participants of their positions for the Local 73 Rising slate and asked the audience to sign their slate signatures for the Dian Palmer slate. When one participant declined to sign and to obtain signatures, Ms. Meles approached this individual personally at the end of the meeting and again requested him to sign the Local 73 slate. Dian Palmer and no like other members of the Local 73 Rising slate petitioned Dian Palmer signatures from the group of members she represented.
- A copy of all of at least 2 other similar occurrences where candidates from the Local 73 Rising slate have improperly used the influence, resources and manpower of Local 73 to recruit the Local 73 Rising slate, led by current Trustee Dian Palmer.
- b. The above described occurrences are all in violation of the ILMRDA Local 73 Constitution Article 7.9 Election Rules and Procedures Section 8.0(a).

In this letter, we demand that you cancel the upcoming Local 73 officer election, won by Dian Palmer, Jeff Howard and Science Meles from candidacy, choose your own election chairperson and seek the independent and unbiased oversight of the Department of Labor for the newly convened officer election. Any response to this complaint should be directed to Shirley, Melissa Casey and Glenn J. Dunn, Jr., who are copied below.

Respectfully,



CC: Michael Armstrong, General Counsel, SEIU
John S. Rutherford, National President, SEIU
Diane L. Palmer, Local 73 President

cc: Shirley, Melissa Casey, Glenn J. Dunn, Jr.

In the U.S. District Court
FOR THE Northern District of Illinois
EASTERN Division

Hunter, et al.

Case No: 18cv986

v.

SEIU Local 73, et al.

I, Mario J. Martinez, being first duly sworn on & oath depose and state under penalty of perjury as follows:

1. This declaration is based on my personal knowledge and if called as a witness, I would testify competently as follows:

2. I am a current member in good standing of SEIU, Local 73.

3. On Sept. 4, 2018 I attended a meeting at the staff office of Local 73, 300 S Ashland Ave. And at the meeting I observed [REDACTED] Seivree Meles and Tremaine Reeves, and John the Political Director [REDACTED] along with Chicago Park District staff. The meeting began at 9 AM and concluded at around 11:30 AM.

4. On Aug. 30, 2018 Science Meles sent me and others an email informing me that Local 73 was holding a meeting on Sept. 4, 2018 regarding my pension plan and Contract Negotiations. See Ex. A

5. At the Sept. 4 meeting, the focus was not pensions and Contract Negotiation but instead Science Meles distributed signature petitions for Dian Palmer's election ~~to~~ state and asked us to sign ~~it~~ and at the end of the meeting Science Meles approached me directly and asked ~~me~~ to sign the petition.

6. Pursuant to U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true.



Mario I. Martinez
Sept. 14, 2018

Glen Dunn

Subject: FW: CPD Contract & Pension Meeting - Tues, Sep. 4

----- Forwarded message -----

From: Science Meles <smeles@seiu73.org>

Date: Thu, Aug 30, 2018 at 12:19 PM

Subject: CPD Contract & Pension Meeting - Tues, Sep. 4

To: Mario Martinez <patron1069@gmail.com>

JOIN US ON TUESDAY, **SEPTEMBER 4**



You can attend the meeting in the morning (9am) or in the evening (5:30pm). The same information will be covered at both times.

In solidarity,

Science Meles, CPS-CPD Division Director



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*SEIU
300 S Ashland
Chicago, IL 60607
United States*

If you believe you received this message in error or wish to no longer receive email from us, please
[unsubscribe](#).



Glen Dunn

From: Remzi Jaos <jaosremzi@gmail.com>
Sent: Friday, October 26, 2018 11:39 AM
To: Dunn Glen; Melissa Casey
Subject: FW: Appreciation Picnic

FYI

Sent from Mail for Windows 10

From: Remzi Jaos
Sent: Sunday, September 16, 2018 1:52 PM
To: Alice Johnson
Subject: Fwd: Appreciation Picnic

----- Forwarded message -----

From: Remzi Jaos <jaosremzi@gmail.com>
Date: Sun, Sep 16, 2018 at 1:50 PM
Subject: Fwd: Appreciation Picnic
To: Dunn Glen <gjdunn@gjdlaw.com>, James Balanoff <jimbalanoff@gmail.com>, Melissa Casey <mpclawgroup@gmail.com>, Rick Loza <rickloza@gmail.com>

----- Forwarded message -----

From: Chris Logan <clogan303@yahoo.com>
Date: Sun, Sep 16, 2018 at 1:11 PM
Subject: Fwd: Appreciation Picnic
To: Remzi Jaos <jaosremzi@gmail.com>

Logan

Begin forwarded message:

Date: September 11, 2018 at 12:46:03 PM CDT
To: Chris Logan <clogan303@yahoo.com>
Subject: Fw: Appreciation Picnic

From: Veola Hankle <Veola.Hankle@cityofchicago.org>
Sent: Tuesday, September 11, 2018 11:42 AM
To: Manny Trinidad
Cc: Bill Kenan; Charles Billows; Doniece Stevens; Charles Sheppard; Donald Knox
Subject: Re: Appreciation Picnic

Good morning,

Last Friday our senior management team sponsored an appreciation picnic for our employees. The purpose of this picnic was to help boost the morale to bridge the gap between management and our employees. However our picnic was bombarded with SEIU representatives that was invited by your chief union steward Karen Lindberg without notifying either of the senior managers.

Our senior management staff has received several complaints from Parking Enforcement Aides stating they were uncomfortable with the SEIU being present. Because they were unable to enjoy the picnic due to constant interruption of the union. Our staff also stated they felt pressured to vote for the prospective president that was canvassing our picnic. This set a totally different tone to our event and was totally different from the one we held last year.

Karen contacted all of our Parking Enforcement Aides and instructed them to report to the picnic at 11:30. This would have caused a disruption to our operations. Therefore we had to call and advise our staff to come in during the previously assigned schedule. Please be advised that Karen Lindberg behavior was totally unacceptable and will not be tolerated.

According to your CBA Agreement Article 16 Section 16.1 "The Union shall be responsible for keeping the Employer continuously informed of the Union's authorized representatives. The Employer may change or set rules of access, provided any change in current practice shall be reasonable" Moving forward we are requesting at least a 24 hour notice prior to SEIU representatives entering into any of our facilities.

Kindest regards,
Veola

Veola Hankle-Sample MBA,MHRM
Assistant Director
City of Chicago
Department of Finance/ Street Operations
Office: 312-747-0110

This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

Glen Dunn

From: Remzi Jaos <jaosremzi@gmail.com>
Sent: Monday, October 29, 2018 1:45 PM
To: Dunn Glen
Subject: FW: You can help protect everyone's right to vote

Sent from Mail for Windows 10

From: Summer Alexander
Sent: Saturday, October 13, 2018 4:03 PM
Subject: Fwd: You can help protect everyone's right to vote

Begin forwarded message:

From: "Dwight Palmer, SEIU" <info@seiu.org>
Date: October 13, 2018 at 1:35:22 PM CDT
To: "Summer Alexander" <summertymealexander@yahoo.com>
Subject: You can help protect everyone's right to vote
Reply-To: info@seiu.org



ing a union member has made a big difference in my life, and in the quality of life I've been able to provide for my s
ell him, when you grow up, you want to be in a strong union because that's how we ensure everyone is treated fairl
d equally.

ck in the day, unions fought to make sure African Americans have the same rights as other members on their jobs.
day we are still fighting; we're fighting racism, we're fighting greed, and we're fighting attacks on our unions. In
der to win, we all have to stick together and vote.



Fortunately, for too many people that's easier said than done. Thanks to coordinated efforts of wealthy special interests and the politicians they fund, too many people still face obstacles to casting their vote.

It's no accident that communities of color and poor neighborhoods typically experience the longest wait times at the polls. Politicians backed by billionaires have purged the voter rolls in states like Ohio which has hurt low income voters and Black voters the most. They've also passed voter ID bills and spread misinformation about ID requirements to try to discourage immigrants, people of color, poor people, and students from voting.

Voting should be easy—could be easy—but for many people, it just isn't. **That's why I'm asking you to share this election protection information far and wide ahead of Election Day.** We want our communities to be armed with good information about where and when to vote, as well as how to report voter suppression when they see it.

We've fought long and hard for the rights we have and we cannot go backwards. **Our vote is our voice and we**

We will not be silenced.

gether we rise!

Vivian Palmer
Human Services Case Manager
Portland SEIU Member
Portland, OR

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SEIU
1800 Mass Ave. NW
Washington, DC 20036
United States

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MEET YOUR EXECUTIVE BOARD MEMBERS

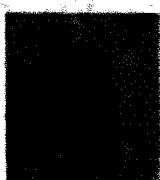
The five vice presidents are joined by executive board members on the 73 Rising slate. These rank and file Local 73 members represent a diverse cross-section of jobs and employers through Illinois and northwest Indiana.



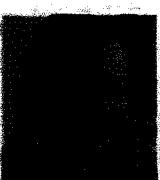
Marilyn Arnold
UIC



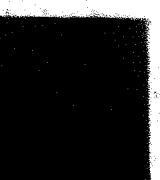
Kim Adams
CPS



Angie Daniels
Chicago Park District



Jennifer Johnson
CPS



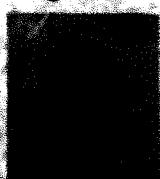
Jennifer Hyman
Secretary of State



Karen Hyman
CPS



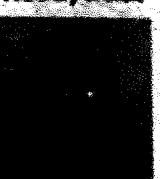
Adrienne Cole
City of Chicago



Joy Dillard
City of Chicago



Karen Murphy
BAMC



Alvin Tillery
UIC



Diane Gandy
UIC



Veronica Heard
CPS



Shirley Johnson
Cook County



Adam Jones
Secretary of State



Cindy Diaz-Garcia
Chicago District 99



Shirley Johnson
Chicago State U



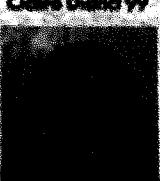
Shirley Johnson
Oakley Public Schools



Shirley Johnson
SEIU Local 73



Shirley Johnson
Cook County



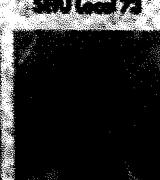
Shirley Johnson
UIC



Shirley Johnson
Metra



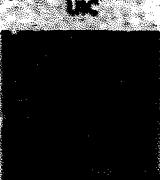
Shirley Johnson
Chicago Park District



Shirley Johnson
Illinois Dept. of Health



Shirley Johnson
Cook County



Shirley Johnson
Cook County

OPTION	73 Rising Slate	Fill in this oval on your ballot to vote for the 73 Rising slate
1	Diane Palmer	18
2	Joseph Richter	28
3	Jeffrey Howard	38
4	Science Miles	48
5	Robert Stiles	58
6	Roy Chavady	68
7	Cathleen Johnson	78
8	Carrie Redman	88
9	Alfred Rodriguez	98

HOW TO VOTE

Local 73 members are running for election on November 4, 2003.

Local 73 members are running for election on November 4, 2003.

73 RISING SLATE





July 30, 2018

Eliseo Medina, Co-Trustee
SEIU Local 73
300 South Ashland Avenue, Suite 400
Chicago, IL 60607-2746

MARY KAY HENRY
International President

GERRY HUDSON
International Secretary-Treasurer

NEAL BISNO
Executive Vice President

LUISA BLUE
Executive Vice President

HEATHER CONROY
Executive Vice President

LESLIE FRANE
Executive Vice President

VALARIE LONG
Executive Vice President

ROCIO SÁENZ
Executive Vice President

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

1800 Massachusetts Ave., NW
Washington, DC 20036

202.730.7000

www.SEIU.org

Dear Co-Trustee Medina:

This letter responds to your July 10, 2018, letter requesting (among other things) a partial waiver of the two (2)-year continuous good standing requirement for candidate eligibility for the upcoming SEIU Local 73 Officer and Executive Board member elections, pursuant to my authority under Article XV, Section 2 of the SEIU Constitution and Article 12, Section 4 of the Local 73 Constitution.

Specifically, you have asked me to reduce the continuous good standing requirement from two (2) years prior to the time of nominations to six (6) months prior to the last date on which nominations can be timely submitted. You have indicated that granting this partial waiver would expand the pool of Local 73 members eligible for nomination and would encourage membership participation in this first election being held to bring the Local out of trusteeship.

Pursuant to my authority under Article XV, Section 2 of the SEIU Constitution and Article 12, Section 4 of the Local 73 Constitution, and for the reasons outlined in your letter, I find that good cause has been shown for reducing the continuous good standing requirement for candidate eligibility for the upcoming elections to six (6) months prior to the last date on which nominations can be timely submitted.

In solidarity,

A handwritten signature in black ink, appearing to read "Mary Kay Henry".
Mary Kay Henry
International President

cc: Dian Palmer, SEIU Local 73 Co-Trustee
Deedee Fitzpatrick, Chief of Staff
Nicole Berner, General Counsel

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

DENISE HUNTER, DIANE AVILA, and)	
SHERIDA HUDAQ,)	
)	
Plaintiffs,)	
V.)	
)	
SERVICE EMPLOYEES INTERNATIONAL UNION,)	Case No. 18 C 986
("SEIU"), ELISEO MEDINA, Individually and as)	Judge Pallmeyer
Trustee of SERVICE EMPLOYEES INTERNATIONAL)	
UNION, LOCAL #73, and MARY KAY HENRY,)	
Individually and as President of SEIU,)	
)	
Defendants.)	

PLAINTIFFS' STATUS REPORT

NOW COME Plaintiffs, and for their Status Report, state the following:

1. The Trusteeship has initiated officer elections. An election committee has been formed and the Trusteeship has appointed defense witness, Joe Iosbecker, as the Chairperson of the Elections Committee. He is the person designated to accept nomination petitions, including the petition from the "Members Leading Members" slate.
2. According to a current member of the staff, the Local 73 Legal Team, led by Tyson Roan, informed the staff in a staff meeting the week of August 13, 2018, that Remzi Jaos, Candidate for President on the "Members Leading Members" slate, would be eligible to run but that other current and former staff and SESU members would not be eligible to run in the upcoming elections.
3. New election and nomination rules were instituted on August 21, 2018. The newly reformed (and currently challenged) Constitution and By-Law amendments have been implemented into the election rules and new nomination form. (See Ex. A and B).

4. All original Nomination petitions must be received no later than 5 pm on September 14, 2018. (*See Ex. A, pg. 2*).

5. The Trusteeship has already put together a slate to run in the upcoming elections, called “Local 73 Rising.” That slate is led by current SEIU Trustee, Dian Palmer, as candidate for President of Local 73 with SEIU International Agent, Jeff Howard, as her candidate for Executive Vice President. (*See Ex. C*).

6. Even though Dian Palmer has served as a Trustee of Local 73 for SEIU International since August of 2016, her bio on the election slate promotional website omits any reference to her involvement in the trusteeship of Local 73 or her current title as Trustee for the International. Instead, it only discusses her past service with SEIU Healthcare Wisconsin. (*See Ex. C, pg. 3*). The concern being that there may be an inference that Local 73 members who will vote in the upcoming election may not understand or be informed as to who they are voting for, especially since “Local 73 Rising” is the only declared slate besides “Members Leading Members.”

7. The “Together We Rise” or “We Rise” platform is an agenda that has been formulated, funded, implemented and endorsed by SEIU International, specifically targeting leadership in SEIU public sector Locals. *See, e.g.* Ex. D and E. According to the SEIU International Website, the “SEIU Rise’ movement is “paid for by SEIU COPE, www.seiu.org. Not authorized by any candidate or candidate’s committee.” (Ex. E, pg. 5). COPE is the International political contribution fund that Mr. Jaos identified in his evidentiary hearing testimony as the new focus of Denise Poloyac and the trusteeship, at the expense of the Local’s usual business of grievance processing and contract negotiations. Mr. Jaos testified that his criticism of this shift in focus led to his termination as part of a pattern to stifle criticism and dissent.

8. The SEIU International website advertises the date and location, by state, of all the "#WeRise" events. There are 72 pages of events listed across every state in the union, and that was only for the week of February 24, 2018. (*See Ex. G*).

9. The "Together We Rise" agenda was implemented at SEIU Healthcare Wisconsin, which was Dian Palmer's last assignment before her role as Trustee at Local 73. (*See Ex. F*).

10. SEIU International has already implemented the "We Rise" agenda at public sector Locals, just like Local 73, across the country. For example, SEIU has implemented this agenda at the following Locals: 521; 668; 888; 99; 775; 1199; 550; 1000; 1021; 221 and California 2015, the largest Local in the country. (Ex. H thru R). A Google search returns even more results.

11. This raises the concern that the new slate, headed by the International Trustee for President and International Representative as Executive Vice President, formulated under the Constitution and By-Law Referendum changes, is using the platform and agenda funded and endorsed by the International and with the weight of a nationwide SEIU International program behind it that has been adopted and implemented at virtually every public sector Local in the country. This lawsuit was brought in an attempt to avoid this type of inequity or bias in the return of Local 73 to the democratic process and the reason that plaintiffs requested that the election be administered and monitored by the DOL and not by persons loyal to the International.

Respectfully submitted,

/s/ Melissa P. Casey

Melissa P. Casey

/s/ Glen J. Dunn, Jr.

Glen J. Dunn, Jr.

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Glen Dunn

From: Remzi Jaos <jaosremzi@gmail.com>
Sent: Tuesday, October 16, 2018 1:49 PM
To: officer.elections@seiu73.org
Cc: Dunn Glen; Melissa Casey
Subject: ballets/concerns

To whom it may concern,

I have traveled to many units visiting member's of local 73, and it seems everywhere I go there are members that did not get a ballot. I give these members the designated phone number to call but when they do call and leave a voce massage they do not get a call back.

I hope your keeping a record of all the phone calls because I will audit this list to see if the election committee has responded.

Remzi Jaos
Sent from Mail for Windows 10

Glen Dunn

From: Remzi Jaos <jaosremzi@gmail.com>
Sent: Wednesday, October 24, 2018 12:06 PM
To: Dunn Glen; Melissa Casey
Subject: FW: Election

FYI

Sent from Mail for Windows 10

From: KEVIN FORTE
Sent: Wednesday, October 24, 2018 8:14 AM
To: Remzi Jaos
Subject: Election

Thank you for fighting to have an election. This would have not been possible without your efforts. Unfortunately, I like many others, never received ballots or received them the day of. I was unable to vote even after requesting a ballot. SMH.

Sent from Yahoo Mail on Android

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

DENISE HUNTER, DIANE AVILA, and)
SHERIDA HUDAK,)
Plaintiffs,)
V.)
SERVICE EMPLOYEES INTERNATIONAL UNION,) Case No. 18 C 986
("SEIU"), ELISEO MEDINA, Individually and as)
Trustee of SERVICE EMPLOYEES INTERNATIONAL)
UNION, LOCAL #73, and MARY KAY HENRY,)
Individually and as President of SEIU,)
Defendants.)
Judge Pallmeyer

PLAINTIFFS' STATUS REPORT

NOW COME Plaintiffs, and for their Status Report, state the following:

1. Plaintiffs unilaterally submit this status report to provide the Court with an update on election proceedings at Local 73. The election is proceeding and nominations were accepted. There are only two slates on the ballot. The "Local 73 Rising" slate is headed by current Trustee Dian Palmer as presidential candidate and former Trustee Jeff Howard as Executive Vice President. Trustee Palmer and Mr. Howard have been allowed by the election committee to appear on the ballot after SEIU International President, Mary Kay Henry, authorized an exception to the tenure eligibility requirements for both.

2. The opposition to the Trustee slate, the "Members-Leading-Members" slate, reformulated itself to comply with the newly passed Constitution and By-Law referendum changes, obtained the required signatures, and has been allowed by the election committee to appear on the ballot. Presidential candidate for that slate, Remzi Jaos, was initially disqualified for failure to be employed in unit, however, following a legal challenge to this ruling, the

election committee reversed that decision and has now deemed Mr. Jaos eligible to run on the condition that he sign a membership card application by a date certain and pay outstanding dues, which he has already timely completed. Another individual candidate for President, Chris Long, was disqualified from running based on his failure to obtain the requisite signatures on his petition.

3. The current concern is to ensure the integrity of the election itself. To wit, the Trustees appointed the election committee and unilaterally issued the election procedures without input from Plaintiffs, the membership at large or this Honorable Court. The ballots are slated to be printed and mailed out by a third party company, Merriman River Group, and scheduled to be mailed to the membership on October 2, 2018. The ballots need to be mailed back before 10:00 a.m on October 23, 2018, to P.O. Box 5597, located at the Post Office Lobby in the 433 West Harrison building, second floor. At that time, the ballots will be transported to the offices of Local 73 on south Ashland Avenue where ballot counting will be conducted until winners are announced.

4. A concern has been raised as to the safeguards and security of the ballots as they will be left, unattended and unprotected, in a Post Office Box that is accessible 24/7 by the general public, for up to three weeks. An additional concern has been raised as to the "election contractor" being used by Local 73 to issue replacement ballots .

5. First: The Post Office Box lobby at the 433 W. Harrison building is open to the general public 24 hours a day, 7 days a week, therefore it is impossible to station an observer to watch the box for the duration of the three week period that ballots will be cast and received at the box. The concern is that anyone with access to the box - and it has not been disclosed who will retain a key to this box - could open the box during this period and either remove or

otherwise tamper with the mail ballots contained therein. For example, ballots could be removed, tampered with, and placed back prior to counting or fraudulent ballots could be placed in the ballot box, as the election is an anonymous election. This concern could be cured by having this Honorable Court require compliance with LMRDA and OLMS guidelines for union elections by directing post office officials not to allow access to the box until the date of pick up. (See United States Department of Labor OLMS Guidelines on Electing Officers by Mail, attached as Exhibit 1).

6. The concern with the unidentified “election contractor” - the entity charged with providing replacing ballots, is that this entity has been used by other SEIU Locals and has a connection to Defendant SEIU International, which is currently paying a salary to Trustee and Presidential Candidate, Dian Palmer. The very identity of this entity is in question as there is no name or address provided, and the phone number provided (888-317-1906) is also associated with an electronic repair shop located in Forrest City, Arkansas. If this entity is issuing “replacement ballots,” the plaintiffs are entitled to more details about the integrity of that procedure to ensure ballots are not counted twice and that the procedure is being performed by an uninterested, third party. Separately, no discernable procedure has been disclosed to follow what, if anything, will be done with ballots that are returned as “undeliverable” and how, if at all, those members will be provided an opportunity to vote. This can be cured by instituting a requirement that undeliverable ballots be sent to a separate P.O. Box and those addresses be reviewed for accuracy and reissue, so as to avoid disenfranchising those members.

Respectfully submitted,

/s/ Melissa P. Casey
Melissa P. Casey

/s/ Glen J. Dunn, Jr.
Glen J. Dunn, Jr.

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Mpclawgroup@gmail.com

Glen Dunn

Subject: FW: Ballot Box and Voter Suppression

From: Chris Logan <clogan303@yahoo.com>

Date: June 13, 2018 at 9:19:30 AM CDT

To: Chris Logan <clogan303@yahoo.com>, "lorna.abraham@seiu.org" <lorna.abraham@seiu.org>, Tyson Roan <troan@seiu73.org>

Cc: Jeffrey Howard <jhoward@seiu73.org>, Doris Mosley <dmosley@seiu73.org>, Dian Palmer <dpalmer@seiu73.org>, "lorna.abraham@seiu.org" <lorna.abraham@seiu.org>, "eliseo.medina@seiu.org" <eliseo.medina@seiu.org>

Subject: RE: Ballot Box and Voter Suppression

Reply-To: Chris Logan <clogan303@yahoo.com>

Tyson,

Thank you for your response, even if you are inaccurate with your assessment. If I had wanted to, I could have taken the ballot box to the elevator. Not sure how you would know the number of ballots vs. the number of signatures, I don't recall seeing you when I voted. That is you, or no one else would know until after the box is opened. Your lack of response to my question speaks volumes. Is Dian Palmer a member YES or No? What day(s) will the union be coming to our worksite? The union went to UIC with the ballot box. We're members also. Please bring the ballot box to our workplace.

Subject: RE: Ballot Box and Voter Suppression

To: "Chris Logan" <clogan303@yahoo.com>, "lorna.abraham@seiu.org" <lorna.abraham@seiu.org>

Cc: "Jeffrey Howard" <jhoward@seiu73.org>, "Doris Mosley" <dmosley@seiu73.org>, "Dian Palmer" <dpalmer@seiu73.org>, "lorna.abraham@seiu.org" <lorna.abraham@seiu.org>, "eliseo.medina@seiu.org" <eliseo.medina@seiu.org>

Date: Wednesday, June 13, 2018, 8:44 AM

Chris:

I have investigated your claims and found no evidence of any irregularities in the election process. The process was carefully planned in order to ensure a fair elections process with adequate safeguards, and that process has been followed.

There

are procedures in place, and individuals coordinating the election have received training on those procedures, to ensure that ballot boxes are empty before they are assembled, that ballots are accounted for at all times, that the number of voters matches the number of ballots cast, that only those who are eligible are permitted to vote (and individuals are given a provisional ballot where there is any question to eligibility), that there is no tampering with the ballots or ballot boxes, which remain reasonably secure at all times, and that there is an appropriate chain of custody for the ballots and boxes. I have spoken with Martha Gallegos, who is coordinating the elections process

at the office, and she has verified that these procedures have been followed at the office.

By going out to worksites, the Local is providing greater opportunities for member involvement than requiring members to come to the office at a single meeting to participate in their union. And it is not true that there has not been a meeting to discuss these proposals. Two separate meetings were held on Friday where members were invited to, and did, participate to hear about the bylaws, discuss them, and then cast their vote.

As to your question concerning the eligibility of certain individuals, as it sounds like Eliseo and Kurt have already advised you, it would be inappropriate for us to pre-determine if any particular individual is or is not eligible for union office should they seek nomination for office. Those determinations will be made by the Elections Committee at the appropriate time. And with respect to Ms. Wright Shumaker, I understand that there was a discrepancy between the name that she provided us and what was on our official list of voters, and that the discrepancy was resolved.

In short, I find no merit to your complaint and have verified that the procedures in place to ensure a fair election are being followed.

Tyson Roan
General Counsel
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73
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7499 (fax)

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For the latest information from SEIU Local

73:

- Like us on Facebook

- Check out our redesigned
website www.seiu73.org

-Text LOCAL73 to PURPLE(787753)

-----Original Message-----

From: Chris Logan [mailto:clogan303@yahoo.com]

Sent: Tuesday, June 12, 2018 11:07 AM
To: Tyson Roan; lorna.abraham@seiu.org
Cc: Tyson Roan; Jeffrey Howard; Doris Mosley;
Dian Palmer; lorna.abraham@seiu.org;
eliseo.medina@seiu.org
Subject: Ballot Box and Voter Suppression

Today I, along with Seiu local
73 staff, and members witnessed official misconduct and
voter suppression.

Today,

I met with an individual by the name of Kirk, from the international. I was escorted to Kirk's office by Martha, Seiu local 73 staff. I was told we, the members would have an opportunity to ask questions before voting. I simply asked Kirk, on the new proposal will the current trustees or non-members will become members of Seiu local 73? He refused to answer my question and told me, the new proposed bylaws read what it reads. I responded if you were on the subcommittee, it a simple yes or no question. He refused to answer and I was escorted out of his off to the front desk. As I was at the front desk, Mr. Medina approached the desk. I took this opportunity to ask him the same question, his response was he was not a member as a trustee, but Dian Palmer is. I asked Mr. Medina to produce Dian Palmer's membership card, he refused. I asked Mr. Medina how is dian a trustee member, and you're not? He and Kirk left the office together. Before Mr. Medina left, he stated all I wanted to do is argue, and patted me on my back like some dog. Attached are photos the ballot box. This ballot box has no markings, unsecured, and no operating signatures indicating the ballot box was empty prior to voting. In addition, long time member Michelle Wright-Shumaker was told she does not have a union membership card. Michelle is a local 73 union steward, and on the negotiation committee for unit 2, city of Chicago division. Michelle asked a valid question, if she fill out a new membership card, will she be

committed to the membership after the Janus ruling? I think how the that question is answered, has voter suppression written all over it. Also, members were told that the vote will take place at members work place; yet no date, times, or locations has been announced when it will take place, again, voter suppression.

I am concerned that local 73 are misleading the membership with deceptive practices.

None of what the trustees stated would occur has occurred. Simple put, it's apparent, it is a foregone conclusion that these bylaws will pass rather the membership participate in the elections or not. The appropriate way to hold an election is at a membership meeting, not where the trustee decide where to take the ballot box or not take the ballot box.

This email is my official protest and complaint.

Glen Dunn

From: Remzi Jaos <jaosremzi@gmail.com>
Sent: Monday, October 29, 2018 3:21 PM
To: Dunn Glen
Subject: FW: Candidates

Sent from Mail for Windows 10

From: Chris Logan
Sent: Wednesday, September 26, 2018 8:46 AM
To: Remzi Jaos
Subject: Re: Candidates

I'm sure they won't. But I have to have the protest on record.

Logan

On Sep 26, 2018, at 8:25 AM, Remzi Jaos <jaosremzi@gmail.com> wrote:

Good luck Chris, I don't think they will move I know these people by now!

Sent from Mail for Windows 10

From: Chris Logan
Sent: Wednesday, September 26, 2018 1:17 AM
To: officerelections@seiu73.org
Cc: joeiosbaker@gmail.com; Guerra.Claudia@dol.gov; Remzi Jaos; lorna.abraham@seiu.org; hollands45862@att.net
Subject: Candidates

Dear Election Committee,

I am accusing this election committee of voters fraud. I am asking the dept of labor to immediately cancel the upcoming election for Seiu Local 73. One of the candidates on a slate or at large (Darryl Wright) Cook County did not authorized, nor did he solicit petitions to be on a slate. Mr. Wright is a supporter of mine, and voluntarily transferred his petitions to my candidacy for Union President, and submitted a document to the election committee stating the same.

<http://seiu73.org/candidates/>

Logan