
IN THE SUPREME COURT OF THE STATE OF NEVADA

ROBERT CLARKE,)	No. 80520	Electronically Filed
)		Aug 24 2020 05:07 p.m.
<i>Appellant,</i>)		Elizabeth A. Brown
)		Clerk of Supreme Court
Vs.)		
)		
SERVICE EMPLOYEES)		
INTERNATIONAL UNION)		
("SEIU"); SEIU LOCAL 1107 AKA)		
SEIU NEVADA;)		
<i>Respondents.</i>)		
)		
)		
)		

Appendix I

MICHAEL J. MCAVOYAMAYA, ESQ.
MICHAEL J. MCAVOYAMAYA LAW
Nevada Bar No. 14082
4539 Paseo Del Ray Dr.
Las Vegas, Nevada 89121
Attorneys for Petitioner

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Exhibit 2



August 23, 2016

Robert Clarke

I am pleased, on behalf of the membership of the Service Employees International Union, Local 1107, to extend to you this offer of employment with our organization, in the capacity of **Director of Finance & Human Resources**. This offer of employment shall commence on September 6, 2016.

The wage and benefit package for this position includes the following:

1. Effective **September 6, 2016**, you will commence employment with Local 1107. The annual salary for your position will be \$80,000.
2. Effective **October 1, 2016**, you will be entitled to a fully employer-funded health care plan including medical, dental, vision and prescription benefits.
3. Pension benefit where 20% of your gross salary is contributed to the Affiliates Officers and Employees Pension Fund administered by the Service Employee International Union Benefits Office. Such contributions shall be in addition to the other wage and economic benefits provided herein.
4. Commencing on your first full pay period, the accrual of eight (8) hours of leave for each bi-weekly pay period, which may be used for sick leave, vacation, or personal leave.
5. An auto allowance of \$500.00 will be paid once a month, usually the first pay period of that month.
6. A one-time relocation reimbursement of \$2,500.00 will be paid within two weeks of the commencement of your employment.
7. Termination of this employment agreement may be initiated by the SEIU Nevada President for cause and is appealable to the local's Executive Board, which shall conduct a full and fair hearing before reaching a final determination regarding your employment status.

On behalf of the officers and staff of Local 1107, I would like to express how very excited we are that you have decided to join us.

Sincerely,

Cherie Mancini
President
SEIU Nevada Local 1107

I accept this offer and will begin work on September 6, 2016.

Signed:

Robert Clarke

Date:

8/23/2016

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1107, CTW, CLC

3785 E. Sunset Drive
Las Vegas, NV 89120

PHONE 702-386-8849
FAX 702-386-4883

www.seiunv.org

6

Exhibit 10



**ORDER OF EMERGENCY TRUSTEESHIP
APPOINTING A TRUSTEE AND DEPUTY TRUSTEE
TO TAKE CHARGE AND CONTROL OF THE AFFAIRS OF
SEIU LOCAL 1107, CTW, CLC**

**TO: All Members and Former Officers and Executive Board
Members of SEIU Local 1107, CtW, CLC**

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

SCOTT COURTNEY
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

Pursuant to my authority under Article VIII, Sections 7(a) and 7(f), of the SEIU Constitution and Bylaws, I have determined that an emergency situation exists within SEIU Local 1107, CtW, CLC (hereinafter "Local 1107," "Local Union" or "Local"), and that the interests of Local 1107 and the membership require the immediate appointment of a Trustee and Deputy Trustee to preserve the Local Union's status as collective bargaining representative and the performance of its representational duties and functions, restore democratic procedures at the Local, protect the interests of the Local and its members, and otherwise carry out the legitimate objects of the International Union.

In the summer and fall of 2016, I received complaints from Local 1107 members that democratic governance at Local 1107 had broken down, that the Local Executive Board was incapable of functioning properly and that divisions among various factions in the Local leadership were impeding the Local's work. In light of these concerns, pursuant to my authority under Article VIII, Section 7(g) of the SEIU Constitution, I appointed SEIU Vice President Carol Nieters to conduct a hearing on the internal needs of Local 1107 and on what, if any, remedial steps should be taken by the International Union to ensure effective democratic governance at Local 1107, promote and protect the interests of Local 1107 members, and build power for working people in Nevada. Local 1107 members were invited to appear at the hearing to share their views regarding these issues. Hearing Officer Nieters conducted the hearing on October 29, 2016, in Las Vegas, Nevada.

On April 26, 2017, Hearing Officer Nieters submitted her Report and Recommendations to me on the internal needs of Local 1107. Based on Sister Nieters' findings and recommendations, and based on a request that I received from Local 1107's Executive Board that I place the Local into an emergency trusteeship, I have determined that there is justification to place Local 1107 into an emergency trusteeship, and that there is justification to place Local 1107 into trusteeship without first holding a hearing.

The specific circumstances that make this Order of Emergency Trusteeship necessary include the following:

- There has been an on-going and serious breakdown in internal union governance and democratic procedures at Local 1107, stemming from warring factions on the Local Executive Board. The persistent conflict interferes with the Executive Board's ability to function in an orderly and democratic manner. Executive Board meetings regularly deteriorate into chaotic, bitter confrontations, name calling and shouting matches. The inability to maintain order and resolve even routine conflict prevents Local 1107's leaders from completing the work that the Local's members have elected them to do.
- Leadership conflicts and in-fighting in Local 1107 have caused great instability in the Local and interfered with its carrying out its collective bargaining responsibilities properly and effectively. For example, when Local 1107 members working at the University Medical Center ("UMC") were preparing to ratify a collective bargaining agreement last year, Local 1107's then-President, who had not actively participated in the bargaining process in spite of her constitutional obligation to do so, abruptly and unilaterally canceled the ratification vote by posting the cancellation notice on a public website. In the public notice, she announced that there would be an investigation into charges that the bargaining team had breached their fiduciary duty and failed to represent their unit members properly. In addition to undermining the bargaining team's authority, the former President's conduct signaled to employers the Local's lack of unity, thereby weakening the union's stature and damaging its ability to effectively advocate for and represent its members. Although the former President eventually relented under pressure from UMC members and leaders and the contract was ratified, the delay in ratification meant delayed longevity pay and raises for Local 1107.
- Local 1107's failure to communicate adequately with the Local membership interferes with its collective bargaining responsibilities. Members and stewards complained that difficulty getting the information and assistance from the Local that they need to represent themselves and their colleagues has impeded their ability to perform their representational duties properly.
- In addition, the communication breakdown in the Local impeded staff oversight, leaving Local staff without clear direction on the work they are required to perform, to whom they should report and from whom they will receive feedback. This confusion impedes the proper and efficient functioning of the Local and detracts the staff from expending resources and energy toward serving the membership.
- Local 1107's former Executive Vice President usurped the former President's constitutional authority to hire and fire Local staff by attempting to terminate a staff member while the former President was on vacation, undermining democratic governance in the Local.
- Several conflicting provisions in Local 1107's Constitution and Bylaws pertaining to the authority of the Local's officers and Executive Board members contribute to the conflict and confusion in the Local. The existence of multiple, conflicting provisions on a subject is not unique in the Local Constitution; it is a problem that exists on multiple topics throughout the Constitution. In addition, Local Executive Board does not make use of tools

at its disposal to navigate conflicts that arise during Executive Board meetings, such as Robert's Rules of Order.

- On April 26, 2017, the Local 1107 Executive Board voted to request that the International Union place the Local into an emergency trusteeship.

Therefore, in light of the situation facing Local 1107, and based the request received from the Local's Executive Board, I have this date placed Local 1107 into an emergency trusteeship, and appointed Luisa Blue as Trustee of Local 1107 and Martin Manteca as Deputy Trustee of Local 1107, with all of the powers that they are entitled to assume under the SEIU Constitution and Bylaws and applicable law, for the purposes of preventing disruption of contracts, assuring that the Local Union performs its duties as collective bargaining representative, restoring democratic procedures, protecting the interests of Local 1107 and its membership, and otherwise carrying out the legitimate objects of the International Union. The Trustee and Deputy Trustee shall assume responsibility for Local 1107 on April 28, 2017. In addition, I have determined that an emergency exists that justifies the pre-hearing appointment of a Trustee and Deputy Trustee at the Local Union.

Local 1107's Constitution and Bylaws are suspended for the period of the trusteeship. In addition, in accordance with Article VIII, Section 7(f) of the SEIU Constitution and Bylaws, I will request that the International Executive Board appoint a hearing officer and that a Notice of Hearing, Appointment of Hearing Officer and Rules of Procedure be issued in the very near future. Further, consistent with this notice, a hearing regarding the imposition of an emergency trusteeship over Local 1107 will be held.

Further, pursuant to Article VIII, Section 7(b) of the SEIU Constitution, I hereby remove all Local 1107 officers, Executive Board Members, trustees and representatives from their positions as such, and all trustees of trust funds over which the Local Union has the power of appointment.

Consistent with the requirements of Article VIII, Section 7(f) of the SEIU Constitution, I will request that the International Executive Board appoint a hearing officer and that a notice of hearing be issued in the near future. Pursuant to that provision of the SEIU Constitution, a hearing regarding the SEIU's imposition of an emergency trusteeship over Local 1107 shall be held within thirty (30) days from the imposition of this trusteeship.

I request that all members and employees of Local 1107 cooperate with the Trustee and Deputy Trustee in every respect. All former officers, Executive Board members, trustees, representatives and employees of Local 1107 shall immediately make available to the Trustee and Deputy Trustee all books, records, funds and other property of the Local Union in their possession and control.

Dated this 28th day of April, 2017.


Mary Kay Henry
International President

cc: Gerald Hudson, International Secretary-Treasurer
Neal Bisno, Executive Vice President
Heather Conroy, Executive Vice President
Leslie Frane, Executive Vice President
Carol Nieters, Hearing Officer
Luisa Blue, SEIU Local 1107 Trustee
Martin Manteca, SEIU Local 1107 Deputy Trustee
Former Officers and Executive Board Members, SEIU Local 1107
Deedee Fitzpatrick, Deputy Chief of Staff
Nicole G. Berner, General Counsel
LaRell Purdie, Managing Counsel



Exhibit 11



SEIU Nevada Local 1107
2250 S. Rancho Drive, Suite 165
Las Vegas, NV 89102
Phone (702) 386-8849

May 4, 2017

HAND DELIVERED

To: Dana Gentry

Dear Ms. Gentry:

As you know, Local 1107 has been placed under trusteeship by the Service Employees International Union. The Trustees of Local 1107 have been charged with the restoration of democratic procedures of Local 1107. In connection with formulating a program and implementing policies that will achieve this goal, going forward the Trustees will fill management and other positions at the Local with individuals they are confident can and will carry out the Local's new program and policies. In the interim, the Trustees will largely be managing the Local themselves with input from member leaders.

For these reasons, the Trustees have decided to terminate your employment with Local 1107, effective immediately. You are hereby directed to immediately return any property of the Local that you have in your possession, including but not limited to credit cards, phones, keys or key cards, vehicles, computers, files (both electronic and hard copy) and any other property in your possession.

Sincerely,

A handwritten signature in blue ink, appearing to read "MM", with a long, sweeping underline.

Martin Manteca
Deputy Trustee, SEIU Local 1107



SEIU Nevada Local 1107
2250 S. Rancho Drive, Suite 165
Las Vegas, NV 89102
Phone (702) 386-8849

May 4, 2017

HAND DELIVERED

To: Robert Clarke

Dear Mr. Clarke:

As you know, Local 1107 has been placed under trusteeship by the Service Employees International Union. The Trustees of Local 1107 have been charged with the restoration of democratic procedures of Local 1107. In connection with formulating a program and implementing policies that will achieve this goal, going forward the Trustees will fill management and other positions at the Local with individuals they are confident can and will carry out the Local's new program and policies. In the interim, the Trustees will largely be managing the Local themselves with input from member leaders.

For these reasons, the Trustees have decided to terminate your employment with Local 1107, effective immediately. You are hereby directed to immediately return any property of the Local that you have in your possession, including but not limited to credit cards, phones, keys or key cards, vehicles, computers, files (both electronic and hard copy) and any other property in your possession.

Sincerely,

A handwritten signature in blue ink, appearing to read "MM", written over a horizontal line.

Martin Manteca
Deputy Trustee, SEIU Local 1107

Exhibit 12

From: Dee Dee Fitzpatrick <deedee.fitzpatrick@seiu.org> on behalf of
Dee Dee Fitzpatrick <deedee.fitzpatrick@seiu.org>
Sent: Friday, May 5, 2017 6:09 AM
To: Luisa Blue <Luisa Blue <luisa.blue@seiu.org>>
Cc: martin.manteca@seiu.org <martin.manteca@seiu.org <martin.manteca@seiu.org>>
Subject: Re: Bargainer

That sounds great. From the sound of it, you guys have things pretty well in hand for the moment, though I know we have to figure out a solid field lead that you can count on for longer than the next few weeks. Luisa, I know you're speaking to Michelle so let me know if anything changes in that. Otherwise, do either of you have ideas from other local union staff? If so, please let me know and I'd like MK to help loosen things up to get staff on a longer term loan (or Luisa, depending on the local you may be the better person but let's talk first). It's important to let me know before going to other locals to make the ask -- MK's policy is that needs to know when we are suggesting asking other locals to support a trustee local, just so it's aligned with other moving parts between her and SEIU locals. In general, it's a good way to fill gaps; the process should just move through exec office.

I hear that the separation conversation with Dana was uneventful and that Richard's was more dramatic but ultimately okay. Hopefully things get smoother from here (w/ the exception of Peter). You may want to think about doing his meeting off-site, and either bringing him his personal things or telling him that they will be delivered to his house same day/shortly thereafter. He will no doubt be disruptive when you meet -- Steve knows him well so I'm sure you've got the low down on his usual tactics. He's also no doubt been in touch with Cheri and Dana and will know that others have been let go.

For how long do you need to have Inga Crearey on the ground? I'd like to check in with her supervisors here to make sure you can keep her a while longer. I've asked Steve to arrange for a call with him, me, Inga and whichever of you wants to be on, to review the areas of concern that are arising out of our understanding of the books/records at L1107. I think there are a handful, and I'd like to understand the range of them before I make a decision about who to send in to conduct the IU's financial review.

As I mentioned, in other trusteeships, we've had success with using temp to hire arrangements for professional financial/accounting staff. Is that something you are thinking to do here? Again, I'm not sure what Richard's role was and whether it needs replacing, but until you tell me otherwise, I'm assuming it's a hole in the staffing structure you're trying to fill (not just patch).

Thanks so much for your great work.
Deedee

On Fri, May 5, 2017 at 1:57 AM, Luisa Blue <luisa.blue@seiu.org> wrote:

Martin will be talking to Philliou about bargaining the Renown Hosp contract in Reno, NV [REDACTED] membership and closer to where he lives, Jim is not cheap but I have known him for many years and I may be able get a cheaper rate. Philliou is bargaining Loc 221's San Diego County contract and says he can do some bargaining depending on the status of 221.

"This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this information is prohibited and may be unlawful. If you have received this electronic transmission in error, please reply immediately to the sender that you have received the message in error, and delete it. Thank you."

> On May 4, 2017, at 4:09 PM, Dee Dee Fitzpatrick <deedee.fitzpatrick@seiu.org> wrote:

From: Dee Dee Fitzpatrick <deedee.fitzpatrick@seiu.org> on behalf of
Dee Dee Fitzpatrick <deedee.fitzpatrick@seiu.org>
Sent: Friday, May 5, 2017 5:53 PM
To: Mary Kay Henry <Mary Kay Henry <marykay.henry@seiu.org>>
Subject: Re: Luisa report

They are getting rid of the managers who are not a fit with the new direction of the local, including Peter Nguyen. Positive steps. They need to temper themselves on the rest, for a variety of reasons. Documenting is good.

My memory is that the local is well over half white, with significant latino, API, and black membership in lesser proportions. What I have heard, though, is that Vegas as a geography has the second largest Filipino population in the US outside of Los Angeles. I'll find out about membership and about [REDACTED]

On Fri, May 5, 2017 at 5:44 PM, Mary Kay Henry <marykay.henry@seiu.org> wrote:

1. Can you get demographic data on the 1107 membership? Luisa has impression that it is majority Filipino. I think in certain RN heavy hospitals that could be true, but it can't be true for all the members - I would like to have data.
 2. She is on the program to get rid of staff quickly. She is documenting the staff.
- [REDACTED]

Sent from my iPad

On May 5, 2017, at 4:50 PM, Dee Dee Fitzpatrick <deedee.fitzpatrick@seiu.org> wrote:

Luisa,

[REDACTED]

I understand that you're working on a solution for the communications slot (that should be paid with funds that used to pay Dana) and it seems you'll need to figure out whether/how to replace Robert in the area of Finance. I believe you're working on an option that doesn't involve a f/t hire. For the short term, you've got Steve Ury heading up trusteeship-related legal needs, and I understand Joshua Manner will stay on another few weeks to help on the IT side of things.

I'd be glad to talk with you about this in more detail. Perhaps you, me and Martin should do a check in call on this and any other loose ends early next week.

The work you all have done is incredible. I am glad to hear that folks are moving in the field, and I understand that Martin and you are already working with all of the bargaining committees and getting the urgent work of our members well in hand.

Thank you!

Deedee

On Fri, May 5, 2017 at 4:29 PM, Luisa Blite <luisa.blite@seiu.org> wrote:

CONFIDENTIAL

A-Appdx. at 013 SEIU0204

Hi Dee Dee,

One of the 1107 E. board members said they were told by Neal that the trusteeship would be paid for by the International. I asked Martin if he had received a trusteeship budget and he says no. What is the IU covering besides IU staff related costs (air, housing, car) to help out on the trusteeship. It would be helpful if you can provide me with a budget so I can track it.

So far so good 8 days into the trusteeship. 2 dirs., Financial Dir. and Communications Dir. were let go yesterday, Nguyen comes in May 11 to meet with Martin.

Worksite organizers received training over the past day and a half (they complained about no training and it turns out the senior staff had received training by Grace Vergara and Brian Shepard) and will go out this afternoon and this Saturday to visit hospitals.

Thx, Luisa

--

Deputy Chief of Staff
Service Employees International Union
1800 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Desk: (202) 730-7154
Mobile: (202) 679-3975

--

Deputy Chief of Staff
Service Employees International Union
1800 Massachusetts Avenue, N.W.
Washington, D.C. 20036
Desk: (202) 730-7154
Mobile: (202) 679-3975

Exhibit 13

CHRISTENSEN JAMES & MARTIN, CHTD.
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

RSPN
CHRISTENSEN JAMES & MARTIN
EVAN L. JAMES, ESQ. (7760)
7440 W. Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 255-1718
Facsimile: (702) 255-0871
Email: elj@cjmlv.com,
Attorneys for Local 1107, Luisa Blue and Martin Manteca
Local Counsel for SEIU International

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

DANA GENTRY, an individual; and
ROBERT CLARKE, an individual,

CASE NO.: A-17-764942-C

DEPT. No. XXVI

Plaintiffs,

vs.

**LOCAL 1107'S RESPONSES TO
PLAINTIFFS' REQUESTS FOR
ADMISSIONS**

SERVICE EMPLOYEES
INTERNATIONAL UNION, a nonprofit
cooperative corporation; LUISA BLUE, in
her official capacity as Trustee of Local
1107; MARTIN MANTECA, in his
official capacity as Deputy Trustee of
Local 1107; MARY K. HENRY, in her
official capacity as Union President;
SHARON KISLING, individually;
CLARK COUNTY PUBLIC
EMPLOYEES ASSOCIATION UNION
aka SEIU 1107, a non-profit cooperative
corporation; DOES 1-20; and ROE
CORPORATIONS 1-20, inclusive,

Defendants.

NEVADA SERVICE EMPLOYEES UNION ("Local 1107"), misnamed as
"CLARK COUNTY PUBLIC EMPLOYEES ASSOCIATION UNION aka SEIU 1107"
("Local 1107"), by and through the law firm Christensen James & Martin, hereby
responds to Plaintiffs' Document Production Requests.

DATED this 31st day of May, 2019.

CHRISTENSEN JAMES & MARTIN

By: /s/ Evan L. James
Evan L. James, Esq. (7760)
7440 W. Sahara Avenue

Las Vegas, NV 89117
Telephone: (702) 255-1718
Fax: (702) 255-0871
*Attorneys for Local 1107, Luisa Blue
and Martin Manteca*

INITIAL EXPLANATION

Only Local 1107 responds to the Requests for Admissions because the title of the requests is directed specifically to Local 1107.

OBJECTION TO DEFINITIONS

Local 1107 objects to Plaintiffs' propounded definition of "Local 1107" as it includes attorneys and seeks to characterize certain individuals, i.e. SEIU International Trustees over Local 1107 and "other person acting ... on SEIU International's behalf", in a particular legal light and legal relationships that have not been established as a matter of law or fact. Such a definition requires Local 1107 to assume who was and was not acting on behalf of SEIU International and is therefore argumentative. The definition is also too broad, indefinite and argumentative as it includes "any other person ... purporting to act on SEIU International's behalf."

Local 1107 objects to the Plaintiffs' propounded definition of "Defendants" as it includes attorneys and requires speculation with regard to someone who may be working on behalf of a defendant. One defendant cannot speculate upon who might be acting on behalf of other defendants nor can a one defendant bind another defendant as to who may be acting on behalf of that defendant.

Local 1107 objects to the Plaintiffs' propounded definition of "Subordinate local union" as argumentative.

Local 1107 objects to the Plaintiffs' propounded definition of "Complaint" as vague.

Without waiving the objections, even where additional specific objections are made, Local 1107's responses are set forth below.

RESPONSES

Request for Admissions No. 1. Admit that the Local — 003 is an authentic, true and correct copy of the employment contract between Local 1107 and Dana Gentry.

Response to Request for Admission No. 1. Admit to the extent that the request is referring to Bates No. “Local – 003” produced in Local 1107’s Initial Disclosures.

Document Request No. 2. Admit that the Local — 026 is an authentic, true and correct copy of the employment contract between Local 1107 and Robert Clarke.

Response to Request for Admission No. 2. Admit to the extent that the request is referring to Bates No. “Local – 026” produced in Local 1107’s Initial Disclosures.

Dated this 31st day of May, 2019.

CHRISTENSEN JAMES & MARTIN

By: /s/ Evan L. James

Evan L. James, Esq.

Nevada Bar No. 7760

7440 W. Sahara Avenue

Las Vegas, NV 89117

Telephone: (702) 255-1718

Fax: (702) 255-0871

*Attorneys for Local 1107, Luisa Blue and
Martin Manteca, Local Counsel for SEIU
International*

CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin and caused a true and correct copy of the foregoing document to be served in the following manner on the date it was filed with the Court:

✓ ELECTRONIC SERVICE: Through the Court's E-Service System to the following:

Michael Macavoyamaya: mmcavoyamayalaw@gmail.com

Jonathan Cohen: jcohen@rsglabor.com

Evan L. James: elj@cjmlv.com

CHRISTENSEN JAMES & MARTIN

By: /s/ Natalie Saville
Natalie Saville

Exhibit 14

CHRISTENSEN JAMES & MARTIN, CHTD.
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

RSPN
CHRISTENSEN JAMES & MARTIN
EVAN L. JAMES, ESQ. (7760)
7440 W. Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 255-1718
Facsimile: (702) 255-0871
Email: elj@cjmlv.com,
Attorneys for Local 1107, Luisa Blue and Martin Manteca
Local Counsel for SEIU International

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

DANA GENTRY, an individual; and
ROBERT CLARKE, an individual,

CASE NO.: A-17-764942-C

Plaintiffs,

DEPT. No. XXVI

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, a nonprofit
cooperative corporation; LUISA BLUE, in
her official capacity as Trustee of Local
1107; MARTIN MANTECA, in his
official capacity as Deputy Trustee of
Local 1107; MARY K. HENRY, in her
official capacity as Union President;
SHARON KISLING, individually;
CLARK COUNTY PUBLIC
EMPLOYEES ASSOCIATION UNION
aka SEIU 1107, a non-profit cooperative
corporation; DOES 1-20; and ROE
CORPORATIONS 1-20, inclusive,

**LOCAL 1107'S RESPONSES TO
PLAINTIFFS' SECOND REQUESTS
FOR ADMISSIONS**

Defendants.

NEVADA SERVICE EMPLOYEES UNION ("Local 1107"), misnamed as
"CLARK COUNTY PUBLIC EMPLOYEES ASSOCIATION UNION aka SEIU 1107"
("Local 1107"), by and through the law firm Christensen James & Martin, hereby
responds to Plaintiffs' Second Requests for Admissions.

DATED this 22nd day of July 2019.

CHRISTENSEN JAMES & MARTIN

By: /s/ Evan L. James
Evan L. James, Esq. (7760)
7440 W. Sahara Avenue

Las Vegas, NV 89117
Telephone: (702) 255-1718
Fax: (702) 255-0871
*Attorneys for Local 1107, Luisa Blue
and Martin Manteca*

INITIAL EXPLANATION

Only Local 1107 responds to the Requests for Admissions because the title of the requests is directed specifically to Local 1107.

OBJECTION TO DEFINITIONS

Local 1107 objects to Plaintiffs' propounded definition of "Local 1107" as it includes attorneys and seeks to characterize certain individuals, i.e. SEIU International Trustees over Local 1107 and "other person acting ... on SEIU International's behalf", in a particular legal light and legal relationships that have not been established as a matter of law or fact. Such a definition requires Local 1107 to assume who was and was not acting on behalf of SEIU International and is therefore argumentative. The definition is also too broad, indefinite and argumentative as it includes "any other person ... purporting to act on SEIU International's behalf."

Local 1107 objects to the Plaintiffs' propounded definition of "Defendants" as it includes attorneys and requires speculation with regard to someone who may be working on behalf of a defendant. One defendant cannot speculate upon who might be acting on behalf of other defendants nor can a one defendant bind another defendant as to who may be acting on behalf of that defendant.

Local 1107 objects to the Plaintiffs' propounded definition of "Subordinate local union" as argumentative.

Local 1107 objects to the Plaintiffs' propounded definition of "Complaint" as vague.

Without waiving the objections, even where additional specific objections are made, Local 1107's responses are set forth below.

RESPONSES

Request for Admission No. 1. Admit that you are not disputing that Sharon Kisling made statements to SEIU Local 1107 members that Plaintiff Dana Gentry was misusing the Local 1107 credit card.

Response to Request for Admission No. 1. Deny.

Request for Admission No. 2. Admit that you are not disputing that Sharon Kisling made statements to SEIU Local 1107 members that Plaintiff Dana Gentry was consuming alcohol at work.

Response to Request for Admission No. 2. Deny.

Request for Admission No. 3. Admit that you are not disputing that the Kisling statements referenced in Requests No. 1 and 2 were false.

Response to Request for Admission No. 3. Objection. Request for Admission No. 3 is argumentative. It requires an acceptance that statements were made, especially as argued. Without waiving the objection and to the extent necessary, all allegations and inferences in Request for Admission No. 3 are denied.

Request for Admission No. 4. Admit that you are not disputing that Local 1107 and Plaintiff Dana Gentry entered into a contract for employment that included a provision that Ms. Gentry's employment could only be terminated for cause and that any such termination was appealable to the Local 1107 Executive Board.

Response to Request for Admission No. 4. Objections. Compound. Vague and ambiguous as to the meaning of "for cause". Calls for a legal conclusion as to the meaning of "for cause". Without waving the objections, the following responses are given in an effort to cooperate: Local 1107 admits that an employment contract between Local 1107 and Dana Gentry existed. Local 1107 denies that the contract could only be terminated for cause. Local 1107 denies that any such termination was appealable to the Local 1107 Executive Board. Any other express or implied admission is denied.

1 Request for Admission No. 5. Admit that you are not disputing that Local 1107 and
2 Plaintiff Robert Clarke entered into a contract for employment that included a provision
3 that Mr. Clark's employment could only be terminated for cause and that any such
4 termination was appealable to the Local 1107 Executive Board.

5 Response to Request for Admission No. 5. Objections. Compound. Vague and
6 ambiguous as to the meaning of "for cause". Calls for a legal conclusion as to the meaning
7 of "for cause". Without waving the objections, the following responses are given in an
8 effort to cooperate: Local 1107 admits that an employment contract between Local 1107
9 and Robert Clarke existed. Local 1107 denies that the contract could only be terminated
10 for cause. Local 1107 denies that any such termination was appealable to the Local 1107
11 Executive Board. Any other express or implied admission is denied.

12 Dated this 22nd day of July 2019.

13 CHRISTENSEN JAMES & MARTIN

14 By: /s/ Evan L. James
15 Evan L. James, Esq.
16 Nevada Bar No. 7760
17 7440 W. Sahara Avenue
18 Las Vegas, NV 89117
19 Telephone: (702) 255-1718
20 Fax: (702) 255-0871
21 *Attorneys for Local 1107, Luisa Blue and*
22 *Martin Manteca, Local Counsel for SEIU*
23 *International*
24
25
26
27

CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin and caused a true and correct copy of the foregoing document to be served in the following manner on the date it was filed with the Court:

✓ ELECTRONIC SERVICE: Through the Court's E-Service System to the following:

Michael Macavoyamaya: mmcavoyamayalaw@gmail.com

Jonathan Cohen: jcohen@rsglabor.com

Evan L. James: elj@cjmlv.com

CHRISTENSEN JAMES & MARTIN

By: /s/ Natalie Saville
Natalie Saville

Exhibit 15

CHRISTENSEN JAMES & MARTIN, CHTD.
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

1 **RESP**

2 **CHRISTENSEN JAMES & MARTIN**

3 EVAN L. JAMES, ESQ. (7760)

4 7440 W. Sahara Avenue

5 Las Vegas, Nevada 89117

6 Telephone: (702) 255-1718

7 Facsimile: (702) 255-0871

8 Email: elj@cjmlv.com,

9 *Attorneys for Local 1107, Luisa Blue and Martin Manteca*

10 *Local Counsel for SEIU International*

11 **EIGHTH JUDICIAL DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 DANA GENTRY, an individual; and
14 ROBERT CLARKE, an individual,

CASE NO.: A-17-764942-C

15 Plaintiffs,

DEPT. No. XXVI

16 vs.

**LOCAL 1107'S RESPONSES TO
PLAINTIFFS' THIRD REQUEST FOR
ADMISSIONS**

17 SERVICE EMPLOYEES
18 INTERNATIONAL UNION, a nonprofit
19 cooperative corporation; LUISA BLUE, in
20 her official capacity as Trustee of Local
21 1107; MARTIN MANTECA, in his
22 official capacity as Deputy Trustee of
23 Local 1107; MARY K. HENRY, in her
24 official capacity as Union President;
25 SHARON KISLING, individually;
26 CLARK COUNTY PUBLIC
27 EMPLOYEES ASSOCIATION UNION
aka SEIU 1107, a non-profit cooperative
corporation; DOES 1-20; and ROE
CORPORATIONS 1-20, inclusive,

Defendants.

NEVADA SERVICE EMPLOYEES UNION ("Local 1107"), misnamed as
"CLARK COUNTY PUBLIC EMPLOYEES ASSOCIATION UNION aka SEIU 1107"
("Local 1107"), by and through the law firm Christensen James & Martin, hereby
responds to Plaintiffs' Third Request for Admissions.

DATED this 14th day of August 2019.

CHRISTENSEN JAMES & MARTIN

By: /s/ Evan L. James

Evan L. James, Esq. (7760)

7440 W. Sahara Avenue

Las Vegas, NV 89117
Telephone: (702) 255-1718
Fax: (702) 255-0871
*Attorneys for Local 1107, Luisa Blue
and Martin Manteca*

OBJECTION TO DEFINITIONS

Local 1107 objects to the Plaintiffs' propounded definition of "Defendants" as it includes attorneys and requires speculation with regard to someone who may be working on behalf of a defendant. One defendant cannot speculate upon who might be acting on behalf of other defendants nor can a one defendant bind another defendant as to who may be acting on behalf of that defendant.

Local 1107 objects to the Plaintiffs' propounded definition of "Subordinate local union" as vague.

Local 1107 objects to the Plaintiffs' propounded definition of "Complaint" as vague.

Local 1107 objects to the requests because Plaintiffs have failed to clearly delineate to whom the requests are directed, many of the requests causing confusion.

Without waiving the objections, even where additional specific objections are made, Local 1107's responses are set forth below.

REQUEST NO. 1:

Admit that the trusteeship imposed over Local 1107 by SEIU International was not imposed because the members of Local 1107 voted in a secret ballot election to allow SEIU International impose a trusteeship over Local 1107.

RESPONSE TO REQUEST NO. 1:

Local 1107 provides the following qualified admission. Local 1107's Executive Board was duly elected by membership to act in behalf of the membership, so it is admitted that a secret ballot vote did not occur, but to say that the members did not vote

1 for the trusteeship inaccurately characterized the authority of the elected Executive Board
2 to act on behalf of members.

3 **REQUEST NO. 2:**

4 Admit that Luisa Blue was not democratically elected to the position of Local
5 1107 Trustee by the members of Local 1107.

6 **RESPONSE TO REQUEST NO. 2:**

7 Local 1107's denies the request because its democratically elected Executive
8 Board voted for the imposition of the trusteeship.

9 **REQUEST NO. 3:**

10 Admit that Martin Manteca was not democratically elected to the position of
11 Local 1107 Deputy Trustee by the members of Local 1107.

12 **RESPONSE TO REQUEST NO. 3:**

13 Local 1107's denies the request because its democratically elected Executive
14 Board voted for the imposition of the trusteeship.

15 **REQUEST NO. 4:**

16 Admit that Dana Gentry was not terminated from employment with Local 1107
17 by an elected officer of Local 1107 elected by the Local 1107 membership.

18 **RESPONSE TO REQUEST NO. 4:**

19 Local 1107 denies the request because SEIU President Mary Kay Henry, who was
20 elected to the position of SEIU President, appointed Martin Manteca to the position of
21 Deputy Trustee following the vote of the elected Local 1107 Executive Board allowing
22 for the appointment of a trustee but admits that Mr. Manteca was not directly elected by
23 Local 1107's entire membership body.

24 **REQUEST NO. 5:**

25 Admit that Robert Clarke was not terminated from employment with Local 1107
26 by an elected officer of Local 1107 elected by the Local 1107 membership.
27

1 **RESPONSE TO REQUEST NO. 5:**

2 Local 1107 denies the request because SEIU President Mary Kay Henry, who was
3 elected to the position of SEIU President, appointed Martin Manteca to the position of
4 Deputy Trustee following the vote of the elected Local 1107 Executive Board allowing
5 for the appointment of a trustee but admits that Mr. Manteca was not directly elected by
6 Local 1107's entire membership body.

7 **REQUEST NO. 6:**

8 Admit that Dana Gentry was not terminated from employment from Local 1107
9 because the SEIU International trustees became aware that she expressed opposition to
10 the trusteeship prior to her termination.

11 **RESPONSE TO REQUEST NO. 6:**

12 Admit, based upon available evidence.

13 **REQUEST NO. 7:**

14 Admit that Robert Clarke was not terminated from employment from Local 1107
15 because the SEIU International trustees became aware that he expressed opposition to
16 the trusteeship prior to his termination.

17 **RESPONSE TO REQUEST NO. 7:**

18 Admit, based upon available evidence.

19 **REQUEST NO. 8:**

20 Admit that the Local 1107 Constitution that was in effect when the trusteeship
21 was imposed over Local 1107 "gives Local 1107 Sister Mancini responsibility for hiring,
22 firing, assigning, and directing Local staff." *See Garcia et al. v. SEIU et al.*, 2:17-cv-
23 1340, (ECF No. 271-18), at RG0025.

24 **RESPONSE TO REQUEST NO. 8:**

25 Objection. The request is disproportionate to the needs of this case, irrelevant and
26 subject to the best evidence rule. To the extent a response is deemed necessary and
27 without waiving the objection, Local 1107 denies the request because the cited sentence

1 reads as follows: “Management of employees, including terminating them, falls within
2 the realm of ‘Presidential duties.’”

3 **REQUEST NO. 9:**

4 Admit that the Local 1107 Constitution that was in effect when the trusteeship
5 was imposed over Local 1107 provides that “Management of employees, including
6 terminating them, falls within the realm of ‘Presidential duties.’” *Id.*

7 **RESPONSE TO REQUEST NO. 9:**

8 Objection. The request is disproportionate to the needs of this case, irrelevant and
9 subject to the best evidence rule. To the extent a response is deemed necessary and
10 without waiving the objection, Local 1107 denies the request as the cited sentence reads
11 as follows: “Management of employees, including terminating them, falls within the
12 realm of ‘Presidential duties’ so that it is the Executive Vice President’s duty to exercise
13 those duties in the absence of the President.”

14 **REQUEST NO. 10:**

15 Admit that Sharon “Kisling artificially seized the opportunity of Sister Mancini’s
16 brief absence from the office to achieve an ulterior goal – the removal of [Peter] Nguyen
17 from the Local.” *Id.*

18 **RESPONSE TO REQUEST NO. 10:**

19 Objection. The request is disproportionate to the needs of this case, irrelevant and
20 hearsay. To the extent a response is deemed necessary and without waiving the objection,
21 Local 1107 denies the request. The request is a clear attempt to conduct discovery in the
22 *Nguyen v. SEIU, et al.*, A-19-794662-C litigation. To the extent a response is deemed
23 necessary and without waiving the objection, Local 1107 denies the request because it
24 cannot reasonably be expected to know the mind of the declarant and because the citation
25 appears to be taken out of context.

1 **REQUEST NO. 11:**

2 Admit that Sharon “Kisling’s actions in attempting to terminate Peter Nguyen
3 amount to an abuse of her position and a blatant attempt to aggrandize to herself the
4 authority of Sister Mancini long enough to rid herself of an individual staff member who
5 had long been a thorn in her side.” *Id.* at RG0026.

6 **RESPONSE TO REQUEST NO. 11:**

7 Objection. The request is disproportionate to the needs of this case, irrelevant and
8 hearsay. The request is a clear attempt to conduct discovery in the *Nguyen v. SEIU, et al.*,
9 A-19-794662-C litigation. To the extent a response is deemed necessary and without
10 waiving the objection, Local 1107 denies the request because it cannot reasonably be
11 expected to know the mind of the declarant.

12 **REQUEST NO. 12:**

13 Admit that Sharon “Kisling accosted, hounded, berated, and threatened [Peter]
14 Nguyen.” *Id.*

15 **RESPONSE TO REQUEST NO. 12:**

16 Objection. The request is disproportionate to the needs of this case, irrelevant and
17 hearsay. The request is a clear attempt to conduct discovery in the *Nguyen v. SEIU, et al.*,
18 A-19-794662-C litigation. To the extent a response is deemed necessary and without
19 waiving the objection, Local 1107 denies the request because it cannot reasonably be
20 expected to know the mind of the declarant.

21 **REQUEST NO. 13:**

22 Admit that Sharon Kisling is currently a member of SEIU Local 1107.

23 **RESPONSE TO REQUEST NO. 13:**

24 Deny.

25 **REQUEST NO. 14:**

26 Admit that Dana Gentry was not involved in bargaining contracts on behalf of
27 Local 161107. *See* Local – 383-84.

1 **RESPONSE TO REQUEST NO. 14:**

2 Objection. The request is vague and ambiguous as to “involved in.” Subject to
3 and without waiving the objection, Local 1107 denies the request.

4 **REQUEST NO. 15:**

5 Admit that Robert Clarke was not involved in bargaining contracts on behalf of
6 Local 1107. *See* Local – 381-82.

7 **RESPONSE TO REQUEST NO. 15:**

8 Objection. The request is vague and ambiguous as to “involved in.” Subject to
9 and without waiving the objection, Local 1107 denies the request.

10 **REQUEST NO. 16:**

11 Admit that Dana Gentry was not involved in seeking contracts on behalf of Local
12 1107. *See* Local – 383-84.

13 **RESPONSE TO REQUEST NO. 16:**

14 Objection. The request is vague and ambiguous as to “involved in seeking
15 contracts.” Subject to and without waiving the objection, Local 1107 denies the request.

16 **REQUEST NO. 17:**

17 Admit that Dana Gentry was not involved in representing Local 1107 members
18 in any matters related to collective bargaining agreements with employers. *See* Local –
19 383-84.

20 **RESPONSE TO REQUEST NO. 17:**

21 Objection. The request is vague and ambiguous as to “involved in.” Subject to
22 and without waiving the objection, Local 1107 denies the request.

23 **REQUEST NO. 18:**

24 Admit that Robert Clarke was not involved in representing Local 1107 members
25 in any matters related to collective bargaining agreements with employers. *See* Local –
26 381-82.

1 **RESPONSE TO REQUEST NO. 18:**

2 Deny.

3 **REQUEST NO. 19:**

4 Admit that Robert Clarke was not involved in organizing new members or
5 otherwise responsible for increasing Local 1107's membership. *See* Local – 381-82.

6 **RESPONSE TO REQUEST NO. 19:**

7 Objection. The request is vague and ambiguous as to “involved in.” Subject to
8 and without waiving the objection, Local 1107 denies the request.

9 **REQUEST NO. 20:**

10 Admit that the word “policy” and/or “policies” is not found in the job description
11 of the Finance and Human Resources Director. *See* Local – 381-82.

12 **RESPONSE TO REQUEST NO. 20:**

13 Objection. The request is argumentative. Without waving the objection, Local
14 1107 provides a qualified admission. While the words “policy” or “policies” do not
15 appear in the job description, the job description contains the following synonyms of the
16 words “policy” or “policies”: Planning, schedule, systems, practices, custom, and
17 procedures.

18 **REQUEST NO. 21:**

19 Admit that the word “policy” and/or “policies” is not found in the job description
20 of the Communications Director. *See* Local – 383-84.

21 **RESPONSE TO REQUEST NO. 21:**

22 Objection. The request is argumentative. Without waving the objection, Local
23 1107 provides a qualified admission. While the words “policy” or “policies” do not
24 appear in the job description, the job description contains the following synonyms of the
25 words “policy” or “policies”: Plans, strategy, approaches, strategies, strategic vision, and
26 practices.
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Dated this 14th day of July 2019.

CHRISTENSEN JAMES & MARTIN

By: /s/ Evan L. James
Evan L. James, Esq.
Nevada Bar No. 7760
7440 W. Sahara Avenue
Las Vegas, NV 89117
Telephone: (702) 255-1718
Fax: (702) 255-0871
*Attorneys for Local 1107, Luisa Blue and
Martin Manteca, Local Counsel for SEIU
International*

CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin and caused a true and correct copy of the foregoing document to be served in the following manner on the date it was filed with the Court:

✓ ELECTRONIC SERVICE: Through the Court's E-Service System to the following:

Michael Macavoyamaya: mmcavoyamayalaw@gmail.com

Jonathan Cohen: jcohen@rsglabor.com

Glenn Rothner: grothner@rsglabor.com

Evan L. James: elj@cjmlv.com

CHRISTENSEN JAMES & MARTIN

By: /s/ Natalie Saville
Natalie Saville

Exhibit 16

**RSPN
ROTHNER, SEGALL & GREENSTONE**

Jonathan Cohen (10551)
510 South Marengo Avenue
Pasadena, California 91101-3115
Telephone: (626) 796-7555
Fax: (626) 577-0124
E-mail: jcohen@rsglabor.com

CHRISTENSEN JAMES & MARTIN

Evan L. James (7760)
7440 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 255-1718
Fax: (702) 255-0871

Attorneys for Service Employees International Union
and Mary Kay Henry

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DANA GENTRY, an individual; and
ROBERT CLARKE, an individual,

Plaintiffs,

vs.

SERVICE EMPLOYEES INTERNATIONAL
UNION, a nonprofit cooperative corporation;
LUISA BLUE, in her official capacity as
Trustee of Local 1107; MARTIN MANTECA,
in his official capacity as Deputy Trustee of
Local 1107; MARY K. HENRY, in her official
capacity as Union President; SHARON
KISLING, individually; CLARK COUNTY
PUBLIC EMPLOYEES ASSOCIATION
UNION aka SEIU 1107, a non-profit
cooperative corporation; DOES 1-20; and ROE
CORPORATIONS 1-20, inclusive,

Defendants.

Case No.: A-17-764942-C

DEPT. XXVI

**DEFENDANT SERVICE EMPLOYEES
INTERNATIONAL UNION'S
RESPONSE TO PLAINTIFFS' THIRD
REQUEST FOR ADMISSIONS**

Defendant Service Employees International Union responds to plaintiffs' third request for admissions as follows.

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1 **REQUEST NO. 1:**

2 Admit that the trusteeship imposed over Local 1107 by SEIU International was not
3 imposed because the members of Local 1107 voted in a secret ballot election to allow SEIU
4 International impose a trusteeship over Local 1107.

5 **RESPONSE TO REQUEST NO. 1:**

6
7 SEIU denies this request insofar as Local 1107's Executive Board, which was composed
8 of members elected by the membership of Local 1107, voted to allow SEIU to impose a
9 trusteeship over Local 1107. SEIU admits that, although the Local 1107 Executive Board voted
10 to allow SEIU to impose a trusteeship over Local 1107, the entire membership did not participate
11 in that vote by a secret ballot election.

12 **REQUEST NO. 2:**

13
14 Admit that Luisa Blue was not democratically elected to the position of Local 1107
15 Trustee by the members of Local 1107.

16 **RESPONSE TO REQUEST NO. 2:**

17 SEIU denies this request insofar as Mary Kay Henry, the elected President of SEIU,
18 appointed Luisa Blue to the position of Trustee of Local 1107 following the vote of Local 1107's
19 executive board to impose a trusteeship by SEIU. SEIU admits that, although the elected
20 President of SEIU appointed Blue as Trustee over Local 1107, Blue was not directly elected to
21 the position of Trustee by the entire membership of Local 1107.

22 **REQUEST NO. 3:**

23
24 Admit that Martin Manteca was not democratically elected to the position of Local 1107
25 Deputy Trustee by the members of Local 1107.

26 **RESPONSE TO REQUEST NO. 3:**

27 SEIU denies this request insofar as Mary Kay Henry, the elected President of SEIU,
28

1 appointed Martin Manteca to the position of Deputy Trustee of Local 1107 following the vote of
2 Local 1107's executive board to allow SEIU to impose a trusteeship. SEIU admits that, although
3 the elected President of SEIU appointed Manteca as Deputy Trustee over Local 1107, Manteca
4 was not directly elected to the position of Deputy Trustee by the entire membership of Local
5 1107.
6

7 **REQUEST NO. 4:**

8 Admit that Dana Gentry was not terminated from employment with Local 1107 by an
9 elected officer of Local 1107 elected by the Local 1107 membership.

10 **RESPONSE TO REQUEST NO. 4:**

11 SEIU denies this request insofar as SEIU President Mary Kay Henry, who was elected to
12 the position of SEIU President, appointed Martin Manteca to the position of Deputy Trustee
13 following the vote of the Local 1107 Executive Board to allow SEIU to impose a trusteeship.
14 SEIU admits that, although Manteca was appointed by President Henry following the vote of the
15 Local 1107 executive board to allow SEIU to impose a trusteeship, Manteca was not elected to
16 the position of Deputy Trustee by the membership of Local 1107.
17

18 **REQUEST NO. 5:**

19 Admit that Robert Clarke was not terminated from employment with Local 1107 by an
20 elected officer of Local 1107 elected by the Local 1107 membership.
21

22 **RESPONSE TO REQUEST NO. 5:**

23 SEIU denies this request insofar as SEIU President Mary Kay Henry, who was elected to
24 the position of SEIU President, appointed Martin Manteca to the position of Deputy Trustee
25 following the vote of the Local 1107 Executive Board to allow SEIU to impose a trusteeship.
26 SEIU admits that, although Manteca was appointed by President Henry following the vote of the
27 Local 1107 executive board to allow SEIU to impose a trusteeship, Manteca was not elected to
28

1 the position of Deputy Trustee by the membership of Local 1107.

2 **REQUEST NO. 6:**

3 Admit that Dana Gentry was not terminated from employment from Local 1107 because
4 the SEIU International trustees became aware that she expressed opposition to the trusteeship
5 prior to her termination.
6

7 **RESPONSE TO REQUEST NO. 6:**

8 SEIU admits that the SEIU Local 1107 trustees, mislabeled SEIU International trustees,
9 did not terminate Dana Gentry because they became aware, prior to her termination, that she
10 expressed opposition to the trusteeship. However, during discovery SEIU obtained evidence
11 establishing that Gentry expressed hostility and opposition to the trusteeship.
12

13 **REQUEST NO. 7:**

14 Admit that Robert Clarke was not terminated from employment from Local 1107 because
15 the SEIU International trustees became aware that he expressed opposition to the trusteeship
16 prior to his termination.

17 **RESPONSE TO REQUEST NO. 7:**

18 SEIU admits that the SEIU Local 1107 trustees, mislabeled SEIU International trustees,
19 did not terminate Robert Clarke because they became aware, prior to his termination, that he
20 expressed opposition to the trusteeship. However, during discovery SEIU obtained evidence that
21 Clarke expressed hostility and opposition to the trusteeship.
22

23 **REQUEST NO. 8:**

24 Admit that the Local 1107 Constitution that was in effect when the trusteeship was
25 imposed over Local 1107 “gives Local 1107 Sister Mancini responsibility for hiring, firing,
26 assigning, and directing Local staff.” *See Garcia et al. v. SEIU et al.*, 2:17-cv-1340, (ECF No.
27 271-18), at RG0025.
28

1 **RESPONSE TO REQUEST NO. 8:**

2 SEIU objects to this request as irrelevant. Subject to and without waiving the objection,
3 SEIU denies this request insofar as the Local 1107 Constitution was no longer in effect when the
4 trusteeship was imposed over Local 1107. Subject to that denial, SEIU admits that the quoted
5 passage appears in ECF No. 271-18, filed in *Garcia, et al. v. SEIU et al.*, 2:17-cv-1340, but the
6 entire sentence is as follows: “On the first question, I reiterate that the Constitution and Bylaws
7 gives Local 1107 Sister Mancini responsibility for hiring, firing, assigning, and directing Local
8 staff.”

9
10 **REQUEST NO. 9:**

11 Admit that the Local 1107 Constitution that was in effect when the trusteeship was
12 imposed over Local 1107 provides that “Management of employees, including terminating them,
13 falls within the realm of ‘Presidential duties.’” *Id.*

14
15 **RESPONSE TO REQUEST NO. 9:**

16 SEIU objects to this request as irrelevant. Subject to and without waiving the objection,
17 SEIU denies this request insofar as the Local 1107 Constitution was no longer in effect when the
18 trusteeship was imposed over Local 1107. Subject to that denial, SEIU admits that the quoted
19 passage appears in ECF No. 271-18, filed in *Garcia, et al. v. SEIU et al.*, 2:17-cv-1340, but the
20 entire sentence is as follows: “Management of employees, including terminating them, falls
21 within the realm of ‘Presidential duties’ so that it is the Executive Vice President’s duty to
22 exercise those duties in the absence of the President.”

23
24 **REQUEST NO. 10:**

25 Admit that Sharon “Kisling artificially seized the opportunity of Sister Mancini’s brief
26 absence from the office to achieve an ulterior goal – the removal of [Peter] Nguyen from the
27 Local.” *Id.*

1 **RESPONSE TO REQUEST NO. 10:**

2 SEIU objects to this request as irrelevant. SEIU further objects that this request appears
3 to be an improper attempt to conduct discovery in a different lawsuit, *Nguyen v. SEIU, et al.*, A-
4 19-794662-C. Subject to and without waiving the objection, SEIU admits that the quoted
5 passage appears in ECF No. 217-18, filed in *Garcia, et al. v. SEIU et al.*, 2:17-cv-1340, but the
6 entire sentence is as follows: “As it was, the inference seems unavoidable that Sister Kisling
7 artificially seized the opportunity of Sister Mancini’s brief absence from the office to achieve an
8 ulterior goal – the removal of Brother Nguyen from the Local.”

10 **REQUEST NO. 11:**

11 Admit that Sharon “Kisling’s actions in attempting to terminate Peter Nguyen amount to
12 an abuse of her position and a blatant attempt to aggrandize to herself the authority of Sister
13 Mancini long enough to rid herself of an individual staff member who had long been a thorn in
14 her side.” *Id.* at RG0026.

16 **RESPONSE TO REQUEST NO. 11:**

17 SEIU objects to this request as irrelevant. SEIU further objects that this request appears
18 to be an improper attempt to conduct discovery in a different lawsuit, *Nguyen v. SEIU, et al.*, A-
19 19-794662-C. Subject to and without waiving the objection, SEIU admits that the quoted
20 passage appears in ECF No. 271-18, filed in *Garcia, et al. v. SEIU et al.*, 2:17-cv-1340, but the
21 entire sentence is as follows: “In sum, Sister Kisling’s actions in attempting to terminate Peter
22 Nguyen amount to an abuse of her position and a blatant attempt to aggrandize to herself the
23 authority of Sister Mancini long enough to rid herself of an individual staff member who had
24 long been a thorn in her side.”

26 **REQUEST NO. 12:**

27 Admit that Sharon “Kisling accosted, hounded, berated, and threatened [Peter] Nguyen.”
28

1 *Id.*

2 **RESPONSE TO REQUEST NO. 12:**

3 SEIU objects to this request as irrelevant. SEIU further objects that this request appears
4 to be an improper attempt to conduct discovery in a different lawsuit, *Nguyen v. SEIU, et al.*, A-
5 19-794662-C. Subject to and without waiving the objection, SEIU admits that the quoted
6 passage appears in ECF No. 271-18, filed in *Garcia, et al. v. SEIU et al.*, 2:17-cv-1340, but the
7 entire sentence is as follows: “Sister Kisling accosted, hounded, berated, and threatened Brother
8 Nguyen.”
9

10 **REQUEST NO. 13:**

11 Admit that Sharon Kisling is currently a member of SEIU Local 1107.

12 **RESPONSE TO REQUEST NO. 13:**

13 SEIU objects to this request as irrelevant. Subject to and without waiving the foregoing
14 objection, SEIU responds as follows: Deny.
15

16 **REQUEST NO. 14:**

17 Admit that Dana Gentry was not involved in bargaining contracts on behalf of Local
18 1107. *See* Local – 383-84.

19 **RESPONSE TO REQUEST NO. 14:**

20 SEIU objects to this request as vague regarding the phrase “involved in.” Subject to and
21 without waiving the foregoing objection, SEIU responds as follows: Deny.
22

23 **REQUEST NO. 15:**

24 Admit that Robert Clarke was not involved in bargaining contracts on behalf of Local
25 1107. *See* Local – 381-82.

26 **RESPONSE TO REQUEST NO. 15:**

27 SEIU objects to this request as vague regarding the phrase “involved in.” Subject to and
28

1 without waiving the foregoing objection, SEIU responds as follows: Deny.

2 **REQUEST NO. 16:**

3 Admit that Dana Gentry was not involved in seeking contracts on behalf of Local 1107.

4 *See* Local – 383-84.

5 **RESPONSE TO REQUEST NO. 16:**

6 SEIU objects to this request as vague regarding the phrase “involved in seeking
7 contracts.” Subject to and without waiving the foregoing, SEIU responds as follows: Deny.

8 **REQUEST NO. 17:**

9 Admit that Dana Gentry was not involved in representing Local 1107 members in any
10 matters related to collective bargaining agreements with employers. *See* Local – 383-84.

11 **RESPONSE TO REQUEST NO. 17:**

12 SEIU objects to this request as vague regarding the phrase “involved in.” Subject to and
13 without waiving the foregoing objection, SEIU responds as follows: Deny.

14 **REQUEST NO. 18:**

15 Admit that Robert Clarke was not involved in representing Local 1107 members in any
16 matters related to collective bargaining agreements with employers. *See* Local – 381-82.

17 **RESPONSE TO REQUEST NO. 18:**

18 SEIU objects to this request as vague regarding the phrase “involved in.” Subject to and
19 without waiving the foregoing objection, SEIU responds as follows: After a reasonable inquiry,
20 SEIU is without sufficient information to admit or deny this request, and on that basis denies it.

21 **REQUEST NO. 19:**

22 Admit that Robert Clarke was not involved in organizing new members or otherwise
23 responsible for increasing Local 1107’s membership. *See* Local – 381-82.

1 **RESPONSE TO REQUEST NO. 19:**

2 SEIU objects to this request as vague regarding the phrase “involved in.” Subject to and
3 without waiving the foregoing objection, SEIU responds as follows: After a reasonable inquiry,
4 SEIU is without sufficient information to admit or deny this request, and on that basis denies it.
5

6 **REQUEST NO. 20:**

7 Admit that the word “policy” and/or “policies” is not found in the job description of the
8 Finance and Human Resources Director. *See* Local – 381-82.

9 **RESPONSE TO REQUEST NO. 20:**

10 SEIU objects to this request as argumentative. The job description itself is the best
11 evidence of its contents. The requesting party is able to search the document referenced to
12 determine if it includes the word “policy” and/or “policies.” In order to aid the requesting
13 party’s ability to do so, attached hereto as Exhibit “A” is a copy of the documents referenced,
14 Bates stamped Local 381-382.
15

16 **REQUEST NO. 21:**

17 Admit that the word “policy” and/or “policies” is not found in the job description of the
18 Communications Director. *See* Local – 383-84.

19 **RESPONSE TO REQUEST NO. 21:**

20 SEIU objects to this request as argumentative. The job description itself is the best
21 evidence of its contents. The requesting party is able to search the document referenced to
22 determine if it includes the word “policy” and/or “policies.” In order to aid the requesting
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1 party's ability to do so, attached hereto as Exhibit "B" is a copy of the documents referenced,
2 Bates stamped Local 383-384.

3
4 DATED: August 14, 2019

ROTHNER, SEGALL & GREENSTONE
CHRISTENSEN JAMES & MARTIN

5
6
7 By /s/ Jonathan Cohen
8 JONATHAN COHEN
9 Attorneys for Service Employees International
10 Union and Mary Kay Henry
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EXHIBIT “A”

SEIU Local 1107 seeks a Director of Finance and Human Resources

POSITION DESCRIPTION

The Director of Finance and Human Resources is responsible for the financial health of the Local and is directly responsible for financial management, general office administration, personnel systems, technology, legal compliance, and reporting.

This is a full-time position that offers a competitive salary and benefits package. The Director of Finance and Human Resources is a senior level position and reports directly to the president of the Local.

ESSENTIAL FUNCTIONS

Financial Management

- Maintain accurate records in Quickbooks, prepare monthly financial statements, monitor and improve systems for accounts payable and receivable, review invoices, prepare checks for payments;
- Process payroll through ADP, assure benefits are properly distributed and recorded;
- Maintain all vendor and financial files for the Local;
- Analyze and advise on revenue and expense trends and cash flow projections;
- Lead in annual budget planning and prepare month and year-to-date reports for the Finance Committee and Executive Board
- Establish, improve, and monitor internal controls;
- Review and analyze bank accounts and credit card statements, ensure proper documentation for all activity, reconcile monthly;
- Prepare deposits for the bank, establish and maintain bank relationships, assess the value of account structure to limit liability;
- Maintain PAC and COPE accounts for political funds of the Local, transfer political dues funds to International, ensure COPE funds are returned to the Local once quota has been met;
- Calculate and prepare Per Capita reports and payments to International and other relevant entities;
- Oversee period-end accounting procedures;
- Troubleshoot complex bookkeeping issues and technical problems in accounting software and data;
- Develop custom financial reports and other analysis tools;
- Prepare for and schedule the annual audit, coordinate with the auditor, assist in filing LM-2, DOL and other local and federal government reporting requirements.
- Perform periodic audits for Pension and Health and Welfare funds as directed by International;
- Manage cash and maintain all P&L and Balance Sheet accounts;
- Reconcile affiliate member dues to ensure proper income from employers;
- Oversee all tax and reporting obligations
- All other financial and accounting procedures and related matters.

Human Resources

- Serve as the primary Human Resource Manager for the Local;
- Maintain staff personnel records, including the tracking of employee time and attendance, maintain current and accurate records for employee benefits relating to the International Pension and Health and Welfare Funds;
- Assure adequate systems for certain personnel administration, such as legal reporting, time-tracking, specifically PTO, Lost Time, pensions and health benefits;
- All other matters pertaining to personnel administration.

Political Reporting

- Otherwise build, implement, and improve systems for complying with state and federal laws regarding campaign finance and lobbyists' activities.

Office Administration

- Maintain leases, contracts, equipment and office space for the organization.

REQUIRED KNOWLEDGE AND EXPERIENCE

- 5+ years progressive experience in bookkeeping or accounting (preferably in the labor movement);
- Competence with accounting software, specifically Quickbooks and familiarity with ADP
- Bachelors in Accounting and/or Certified Public Accountant (CPA)
- Excellent computer skills in Windows operating systems and in a broad range of office and communications applications. This should include a basic understanding of databases and an advanced facility with spreadsheets,
- Familiarity or experience with state and federal campaign-finance disclosure;
- A demonstrated ability to prioritize work and achieve success with minimal supervision;
- Excellent communication skills,
- Work with labor movement and all financials aspects of labor related accounting practices

Salary and Benefits

Salary depending on experience. Excellent full benefits package provided.

TO APPLY

Send cover letter and resume to Jenny Valdecantos at jvaldecantos@seiunv.org. No phone calls please.

Subject line: "Director of Finance and Human Resources"

EXHIBIT “B”

SEIU Nevada Local 1107 Job Description

Position: Communications Director

Key Duties and Responsibilities:

The Communications Director serves as a key advisor to Local 1107 leadership in a variety of internal and external communications, develops short-term and long-term campaign strategies and plans for increasing the size, strength, activism and savvy of our union membership.

The Communications Director is responsible for:

- Development and implementation of Local 1107 internal and external strategic communications plans, including the areas of press, graphic design, mail and digital communications.
- Production of newsletters, website, social media content, press releases, public remarks and speeches, fliers, brochures, op-eds, talking points, letters to the editor and other materials. Also responsible for training and preparing members and leadership for press events and/or other public statements.
- Development of proactive earned media and digital campaigns that reinforce, protect and expand awareness of the union's branding and mission.

An ideal applicant will possess these qualifications:

- **Strategic Vision:** A successful record of implementing innovative internal and external communications strategies and initiatives that have contributed to significant advancement of an organization's purpose and goals.
- **Creativity:** A record of effectiveness utilizing novel and creative approaches that engage members, allies, and adversaries. Solid grasp of how to use emerging technology to connect across a wide demographic spectrum.
- **Organizing/Results Orientated:** Has shown results in building power and accomplishing goals through messaging, branding and related communications efforts aligned with the needs and aspirations of constituents and strategic allies.
- **Effective Communicator:** Strong interpersonal skills, evidenced in group and individual settings. A significant team contributor with political savvy. Exceptional writing and editing skills.
- **Self-awareness:** A mature sense of one's strengths; a willingness to accept feedback non-defensively and operate flexibly in a complex and sometimes ambiguous work environment.
- **Values Match:** Demonstrated commitment to principles of organizational equity and inclusion. A core belief in the importance of empowering people through active engagement and collective action at work and in the community. Comfortable with taking direction from elected member leaders.

Additional Knowledge/Experience:

- 3-7 years of experience in political campaigns and/or progressive advocacy communications, branding and media relations.
- Proven record of success directing rapid response and crisis communications efforts.
- Extensive on the record media experience.
- Familiarity with social media strategy and digital best practices.
- Project management experience, the ability to handle multiple projects simultaneously, and meet established deadlines.
- Experience in designing and implementing strategic communications plans for organizing and political campaigns, as well as collective bargaining.
- Excellent writing, editing and interpersonal communication skills.
- Familiarity with local and national media.
- Proficiency with both PC and Mac-based word-processing tools, web site software such as WordPress

and graphic design experience is a plus.

Education:

Minimum of a Bachelor's Degree from an accredited four-year college or university and a record of lifelong learning including recent professional development work. Relevant experience will be considered in lieu of education.

Degree in media, communications, marketing, writing, or related area a plus.

All interested applicants should send a resume, cover letter, and 2 writing samples to Chris Mueller at cmueller@seiunv.org. Subject line the e-mail "Communications Director Application." No phone calls please.

Salary commensurate with experience.

1 **CERTIFICATE OF SERVICE**

2 I am an employee of Rothner, Segall & Greenstone; my business address is 510 South
3 Marengo Avenue, Pasadena, California 91101. On August 14, 2019, I served the foregoing
4 document described as **DEFENDANT SERVICE EMPLOYEES INTERNATIONAL**
5 **UNION'S RESPONSE TO PLAINTIFFS' THIRD REQUEST FOR ADMISSIONS** on the
interested parties in this action as follows:

6 **(By ELECTRONIC SERVICE)**

7 ☒ Pursuant to Rule 8.05 of the Rules of Practice for the Eighth Judicial District Court of the
State of Nevada, the document was electronically served on all parties registered in the
case through the E-Filing System.

8 Michael Macavoyamaya: mmcavoyamayalaw@gmail.com

9 Evan James: elj@cjmlv.com

10 Glenn Rothner: grothner@rsglabor.com

11 Jonathan Cohen: jcohen@rsglabor.com

12 **(By U.S. MAIL)**

13 ☐ By depositing a true and correct copy of the above-referenced document into the United
14 States Mail with prepaid first-class postage, addressed as follows:

15
16 /s/ Lisa C. Posso
17 Lisa C. Posso

Exhibit 18



Service Employees International Union

SEIU Local 1107
3785 E. Sunset Road, Suite 1
Las Vegas, NV 89120

Constitution and Bylaws

As Amended April 2010 and January 2012

CHARGES
HEARING OFFICER

EXHIBIT 2

10/29/16

Stephanie Coop Quintero
CSR 13749

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ATTACHMENT 1 CHANGES IN APRIL 2010 AMENDMENT
ATTACHMENT 2 CHANGES IN JANUARY 2012 AMENDMENT

PREAMBLE

As almost every improvement in the condition of working people has been accomplished by the efforts of organized Labor and as the welfare of wage, salary, and professional workers can best be protected and advanced by their united action in one International Union, we have organized this Local Union and are affiliated with the Service Employees International Union and have adopted the following Constitution and Bylaws:

ARTICLE 1

NAME

The name of this Local Union shall be the Nevada Service Employees Union (NSEU), SEIU Local 1107, affiliated with the Service Employees International Union, CTW, CLC (also referred to herein as the "International" or the "International Union"), and shall hereinafter be referred to as the "Local Union" or the "Union".

The name of the Local Union shall not be used publicly by any person or organization, including any member, other than by members for use on their membership cards for identification purpose, without express written permission of the Executive Board. This shall not restrict the Officers, appointees or agents of the Local Union in the use of the name to carry out the purpose and business of the Local Union.

ARTICLE 2

MISSION STATEMENT

We are public and private sector and healthcare employees in Nevada. We are taxpayers, parents property owners and renters, community activists and leaders. We believe workers are the most valuable resource of any organization and we are committed to excellence in the services we provide and in improving our communities.

We are affiliated with the Service Employees International Union, united by the belief in the dignity and their families and creating a more just and humane society.

We are the public workers, healthcare workers, building service workers, office workers, professional workers, and industrial and allied workers. We seek a stronger Union to build power for ourselves and to protect the people we serve.

Women and men of every race, ethnicity, religion, age, physical ability and sexual orientation, we are the standard-bearers in the struggle for social and economic justice begun nearly a century ago by janitors who dared to dream beyond their daily hardships and to organize for economic security, dignity and respect.

Our vision is of a society:

Where all workers and their families live and work in dignity.

Where work is fulfilling and fairly rewarded.

Where workers have a meaningful voice in decisions that affect them.

Where workers have the opportunity to develop their talents and skills.

Where the collective voice and power of workers is realized in democratic and progressive unions.

Where Union solidarity stands firm against the forces of discrimination and hate and the unfair employment practices of exploitative employers.

Where government plays an active role in improving the lives of working people.

To achieve this vision:

We must organize workers, extending to them the gains of unionism while securing control over our industries and labor markets.

We must build political power to ensure that workers' voices are heard at every level of government to create economic opportunity and foster social justice.

We must provide meaningful paths for member involvement and participation in strong, democratic unions.

We must develop highly trained and motivated leaders at every level of the Union who reflect the membership in all its diversity.

We must bargain contracts that improve wages and working conditions, expand the role of workers in workplace decision-making, and build a stronger Union.

We must build coalitions and act in solidarity with other organizations who share our concern for social and economic justice.

We must engage in direct action that demonstrates our power and our determination to win.

To accomplish these goals we must be unified – inspired by a set of beliefs and principles that transcends our social and occupational diversity and guides our work.

We believe we can accomplish little as separate individuals, but that together we have the power to create a just society.

We believe unions are the means by which working people build power – by which ordinary people accomplish extraordinary things.

We believe our strength comes from our unity, and that we must not be divided by forces of discrimination based on gender, race, ethnicity, religion, age, physical ability or sexual orientation.

We believe our power and effectiveness depend upon the active participation and commitment of our members, the development of our leaders and solidarity with each other and our allies.

We believe we have a special mission to bring economic and social justice to those most exploited in our community – especially to women and workers of color.

We believe our future cannot be separated from that of workers in other parts of the world who struggle for economic justice, a decent life for their families, peace, dignity and democracy.

We believe unions are necessary for a democratic society to prevail, and that unions must participate in the political life of our society.

We believe we have a moral responsibility to leave the world a better place for our children – and everyone's children.

ARTICLE 3

OBJECTIVES AND PURPOSES

Section 1. Objective and Purpose of this Constitution and Bylaws

The objective and purpose of this Constitution and Bylaws is to provide rules not in conflict with any higher authority and to govern the Local Union. The sole intent of this Constitution and Bylaws is to establish rules of acceptance self-government.

Section 2. Objective and Purposes of the Local Union

The objectives and purposes of the Nevada Service Employees Union are to benefit its members and improve their working conditions by all means, including but not limited to the following:

1. Organize and unite all workers within our jurisdiction;
2. Achieve recognition and respect;
3. Assure that all workers are treated equally and fairly, with dignity and respect, and have a true voice in the workplace;
4. Secure workplace democracy;
5. Promote and protect our economic and social interests;
6. Secure and improve wages, hours, benefits and working conditions through organization, collective bargaining, legislative and political action, united action and the utilization of other lawful means;
7. Protect and enhance civil liberties by exposing and fighting all forms of bigotry, prejudice, intolerance and discriminatory practices;
8. Expand our strength and influence;
9. Support legislative and political actions to ensure that workers' voices are heard at every level of government;
10. Protect and preserve the Local Union as an institution;
11. Foster a better understanding between our membership and the general public;
12. Join with the rest of Organized Labor in Solidarity in all efforts to achieve a better life for working men and women everywhere;
13. By engaging in all such civic, social, political, legal, economic, cultural, educational, charitable, and other activities, whether on local, national, or international levels, as will advance this Union's standing in the community and the labor movement and further the interest of this organization and its membership, directly or indirectly; and
14. By affiliating workers in independent organizations through agreements which recognize the long history, unique needs and traditions, and successes of such organizations, and making every effort possible to provide such organizations the same types of services which have benefited our existing members.

ARTICLE 4

JURISDICTION

The jurisdiction of this Local Union shall be all public and private sector and healthcare employees in Nevada, and any additional private and public sector jurisdictions as may be authorized by the Service Employees International Union, CTW, CLC.

ARTICLE 5

MEMBERSHIP

Section 1. Definitions of Employee Members

A. Public Sector Employee Member

A public sector employee member is a member who is a public sector employee as defined by the Nevada Revised Statutes (NRS), Chapter 288, as amended, or any other applicable law.

B. Private Sector Employee Member

A private sector employee member is a member who is a private sector employee as defined by the National Labor Relations Act (NLRA), as amended, or any other applicable law.

Section 2. No Discrimination

There shall be no discrimination or advocating of discrimination against any member or applicant for membership for reason of race, color, gender, gender expression, creed, national origin, disability, religion, ancestry, political opinion, affiliations, age, sexual orientation citizenship status or marital status.

Section 3. Membership Categories

A. Regular Member.

Bargaining unit eligible employees in Bargaining Units represented by the Local Union are eligible to be Regular Members of the Local Union, with full membership rights and benefits, by signing, completing and submitting to the Local Union a membership application and dues deduction agreement card, and by timely payment of the appropriate and correct amount of dues, maintaining a member in good standing status. Probationary employees are eligible for regular membership. Although they may not be covered by all provisions of the applicable Collective Bargaining Agreement, including but not limited to just cause job protection, until they are off of and have completed probation, probationary employees may nevertheless choose to become a Regular Member of this Local Union at any time during their probation by payment of dues.

B. Associate Member.

Union staff, former or prospective members, who are not employed in Bargaining Units represented by this Local Union may become Associate Members by signing, completing and submitting to the Local Union a membership application and dues deduction agreement card and by timely payment of the appropriate and correct amount of dues, which shall be the same as the dues of regular members, maintaining a member in good standing status. Associate Members will be allowed to attend membership meetings of the Local Union, as the Executive Board deems appropriate, but shall have no voting rights at such meetings nor the right to nominate or run for Union office.

C. Retired Member.

A Regular Member, as described in Section 3 (A), who retires from employment and who has been a member in continuous good standing for at least one (1) year prior to retirement, is eligible for membership as a Retired Member. Retired Members shall have the right to vote in Local Union elections, but may not run for office nor nominate any candidate for office. Retired Members shall pay appropriate dues, which shall be one-third (1/3) the dues that Regular Members pay.

D. Life Member.

Retired members who are 75 years of age or older, and who have been paying dues continuously to the Local Union, either as regular members or retired members, for at least ten (10) years immediately prior thereto, shall be considered to be Life Members and shall have no continuing dues obligations, but they shall nonetheless be eligible to enjoy all the benefits and privileges of retired members in the International Union.

E. Probationary Employee Member

Probationary employees, provided they are bargaining unit eligible in a bargaining unit represented by the Local Union, are eligible for regular membership. Although they may not be covered by all provisions of the applicable Collective Bargaining Agreement, including but not limited to just cause job protection, until they are off of and have completed probation, probationary employees may nevertheless choose to become a regular member of this Local Union at any time during their probation by timely payment of the appropriate and correct amount of dues. By signing, completing and submitting to the Local Union a Membership Application and Dues Deduction Agreement card, whether or not such a probationary employee member pays dues or not, they are allowed to vote in Union elections, including Officer elections.

F. Organizing/Prospective Member.

Any employee in a jurisdiction in which this Local Union is organizing may become an organizing/prospective member of the Local Union by signing, completing and submitting to the Local Union a Membership Application and Dues Deduction Agreement card and no dues shall be collected by this Local Union for newly organized/prospective members who sign a membership application and dues deduction agreement authorization card until the first Collective Bargaining Agreement is ratified by the membership of the newly organized jurisdiction and is in place between this Local Union and the employer. In continuation of the past practice of the Local Union, such organizing/prospective members do not have the right to run for or nominate for any office or position in the Local Union or to vote on any election in the Local Union until their first Collective Bargaining Agreement is ratified.

ARTICLE 6

MEMBERSHIP OBLIGATIONS

Exhibit 20

CHRISTENSEN JAMES & MARTIN, CHTD.
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

RESP

CHRISTENSEN JAMES & MARTIN

EVAN L. JAMES, ESQ. (7760)

7440 W. Sahara Avenue

Las Vegas, Nevada 89117

Telephone: (702) 255-1718

Facsimile: (702) 255-0871

Email: elj@cjmlv.com,

Attorneys for Local 1107, Luisa Blue and Martin Manteca

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DANA GENTRY, an individual; and
ROBERT CLARKE, an individual,

Plaintiffs,

vs.

SERVICE EMPLOYEES

INTERNATIONAL UNION, a nonprofit
cooperative corporation; LUISA BLUE, in
her official capacity as Trustee of Local 1107;
MARTIN MANTECA, in his official capacity
as Deputy Trustee of Local 1107; MARY K.
HENRY, in her official capacity as Union
President; SHARON KISLING, individually;
CLARK COUNTY PUBLIC EMPLOYEES
ASSOCIATION UNION aka SEIU 1107, a
non-profit cooperative corporation; DOES 1-
20; and ROE CORPORATIONS 1-20,
inclusive,

Defendants.

CASE NO.: A-17-764942-C

DEPT. No. 26

**LOCAL 1107'S RESPONSES TO
PLAINTIFF CLARKE'S SECOND
SET OF INTERROGATORIES TO
SEIU LOCAL 1107 AND SEIU
INTERNATIONAL**

Defendant, Nevada Service Employees Union ("Local 1107"), misnamed Clark
County Public Employees Association Union aka SEIU 1107 acting by and through
Christensen James & Martin, hereby submits responses to Clarke's Second set of
Interrogatories to SEIU Local 1107 and SEIU International.

GENERAL OBJECTIONS

Local 1107 has not concluded its investigation of the facts relating to this case,
completed formal discovery, or begun preparation for trial. The following Responses
represent Local 1107's reasonable efforts to provide requested information based upon

1 documents presently in Local 1107's possession and based upon Local 1107's current
2 knowledge. Local 1107 reserves the right to produce evidence of any subsequently-
3 discovered facts, to amend the following Responses, and to otherwise assert factual and
4 legal contentions as additional facts are ascertained and legal research is conducted.

5 Local 1107 objects to each and every Interrogatory insofar as it may be construed
6 as limiting or restricting Local 1107's right to rely upon any document or information
7 (including later-discovered documents or information) for any purpose whatsoever,
8 including, but not limited to, the use of responsive documents or information as evidence
9 at any subsequent hearing, trial or other proceeding.

10 Local 1107 objects to the Interrogatories being jointly served upon it and SEIU
11 International, which creates confusion.

12 As more specifically set forth below, Local 1107 objects to Clarke's
13 Interrogatories to the extent that:

14 A) They seek information relating to "any" "each" "every" or "all"
15 persons, facts or things. Local 1107 is not presently capable of identifying all facts or
16 things relevant or responsive to the questions presented in the Interrogatories. There are
17 hundreds (thousands including the *Garcia* case) of pages of documents produced and
18 disclosed in this case by Plaintiffs and Defendants, and discovery continues. Local 1107
19 intends to provide reasonable answers to all Interrogatories. However, there may be
20 relevant documents or information about which Local 1107 is not yet aware.
21 Furthermore, additional analysis of already-disclosed documents is likely to result in
22 identification of additional issues and facts. Local 1107 will supplement these responses
23 as necessary under applicable rules.

24 B) They seek disclosure of information or documents which are or may
25 be unavailable to Local 1107. Such facts or documentation, if any, may not be within the
26 possession, custody, or control of Local 1107, is already in the possession of Plaintiffs,
27

1 or would duplicate documentation or information previously disclosed by the
2 Defendants.

3 C) They seek disclosure of documents that are not proportionate to the
4 needs of this case, as a matter of law, irrelevant, immaterial, burdensome, overly-broad,
5 and/or not calculated to lead to the discovery of admissible evidence.

6 D) They seek information or documentation which, if it exists, is or
7 may be, in whole or in part, protected from discovery by a valid privilege or by the work
8 product doctrine.

9 E) They seek information that may be determined by examining,
10 auditing, compiling, abstracting, or summarizing records (whether on paper or in digital
11 formats) that have already been disclosed in discovery and are therefore equally available
12 to both parties, and the burden of deriving or ascertaining the answer is the same for
13 either party; in all such cases, and consistent with Nev. R. Civ. P. 33(d), the propounding
14 plaintiff is hereby directed to conduct its own examination of the records to locate
15 requested answers.

16 PLEASE NOTE: While Local 1107 reviewed generally the “Instructions” and
17 “Definitions” sections which precede the text of Gentry’s Interrogatories in order to
18 better understand the intent of each question, the following answers are based upon a
19 common understanding of the English language, and are responsive only to the actual
20 text of the Interrogatories. Local 1107 will not be bound by a highly-technical reading of
21 the following Responses in conjunction with Gentry’s definitions section. Effort was
22 made to use the provided definitions, but it would be improper to conclude that the given
23 responses are not without appropriate variations given the nature of language, its use, and
24 existing conditions, circumstances and other understandings.

25 Further, the definitions are overbroad, oppressive and/or require legal analysis or
26 improper opinion testimony. All of the requests, in general, lack foundation as to how
27 policies are made. The lack of foundation creates argumentative questions that require an

1 inference that a “policy making employee” means that policies are actually made by that
2 employee. Local 1107 specifically objects to Clark’s efforts to narrowly define the
3 meaning and application of “policy” and what constitutes a “policy making employee.”
4 Without waiving the objections, the following responses are given:

5 **REQUEST NO. 1:**

6 Please identify all “policy making employees” and/or “confidential employees”
7 that worked for Local 1107 on the date of imposition of the trusteeship.^{1 2}

8 **RESPONSE TO REQUEST NO. 1:**

9 Objection. The interrogatory impermissibly seeks attorney work product. The
10 interrogatory as compound. The interrogatory seeks legally irrelevant information and is
11 therefore beyond the scope of discovery and is disproportional to the needs of this case.
12 *See* NRCP 26(b)(1); *See also Womack v. United Service Employees Union Local 616*,
13 1999 WL 219738, at *5 (N.D.Cal.,1999)(evaluating *Screen Extras Guild v. Superior*
14 *Court*, 51 Cal.3d 1017 (1990)(noting, “[Plaintiffs were] considered, by virtue of the tasks
15 [they were] charged with performing, as a union management employee[s]” and further
16 rejecting efforts to distinguish management employees through comparisons:

17 The court rejected this distinction, and any other attempt to
18 parse the factual impetus for a union policymaker’s firing.
19 “It is important not to base a preemption rule on such a

20 ¹ With regards to Local 1107’s definition of “policy making employee,” the Local 1107
21 Defendants are instructed to prescribe the meaning to this term that the Local 1107
22 Defendants prescribed to the term “policy making staff members” in the Local 1107
23 Defendants’ Opposition and Counter Motion for Summary Judgment at page 10:1-2.
24 With regards to SEIU International’s definition of “policy making employee,” the SEIU
25 International Defendants are instructed to prescribe the meaning to this term that the
26 SEIU International Defendants prescribed to the term “policy making employees” in their
27 Opposition and Counter MSJ, at page 13:1-3.

26 ² With regard to “confidential employee,” Defendants are instructed to prescribe the same
27 meaning that the SEIU International Defendants prescribed to the term
confidential...employees” in their Opposition and Counter MSJ, at page 13:1-3.

1 subjective distinction. To do so would permit wrongful
2 discharge claims against unions by business agents that
3 would inhibit the ability of elected union officials to freely
4 choose their staffs and would thus impermissibly frustrate
5 full realization of the goals of the LMRDA.”

6 *Womack*, 1999 WL 219738, at *5; citing *Screen Extras*, at 1017. This case law
7 establishes any efforts to distinguish the Plaintiffs by comparison to other employees or
8 positions is impermissible as a matter of law and therefore disproportionate to the needs
9 of this case.

10 Any position by position analysis of employees seeking to tease out possible
11 employees responsive to the request is burdensome and oppressive given the state of the
12 law, especially given that such employees are not parties to this litigation. Moreover, the
13 request is further problematic because LMRDA preemption is not limited to “policy
14 making” employees. *See, Packowski v. United Food and Commercial Workers Local*
15 *951*, 796 N.W. 2d 94, 104 (Ct. App. Mich. 2010) (applying federal preemption under
16 Labor Management Reporting and Disclosure Act to “policymaking or policy-
17 implementing” positions, which is consistent with *Womack*); *Hodge v. Drivers,*
18 *Salesmen, Warehousemen, Milk Processors, Cannery, Dairy Employees*, 707 F.2d 961
19 (7th Cir. 1983) (noting that “*Finnegan [v. Leu]* by its very terms is not limited to powerful
20 decision makers but includes ‘administrators’ and ‘staff’”).

21 Subject to and without waiving the objections, Local 1107 asserts that each of the
22 following individuals are known to fall within the scope of the request: Robert Clarke,
23 Dana Gentry and Peter Nguyen.

24 **REQUEST NO. 2:**

25 Please identify all employees that worked for Local 1107 on the date of
26 imposition of the trusteeship that do not fit the description of “policy making employees”
27 and/or “confidential employees” described in Request No. 1.

1 **RESPONSE TO REQUEST NO. 2:**

2 See response to No. 1

3 **REQUEST NO. 3:**

4 Please identify all facts that you intend to use at trial to explain the difference
5 between the employees identified in your response to Request No. 1 and the
6 employees identified in your response to Request No. 2.

7 **RESPONSE TO REQUEST NO. 3:**

8 See response to No. 1.

9 Furthermore, the request is overbroad and burdensome because it seeks “all facts”
10 intended for introduction at trial. *See, e.g., MGM Mirage Securities Litigation*, Case No.
11 2:09-CV-1558-GMN, 2014 WL 6675732, at *5 (D. Nev. Nov. 25, 2014); *Switch*
12 *Commc’ns Group v. Ballard*, Case No. 2:11-cv-00285-KJD, 2011 WL 3957434, *8 (D.
13 Nev. Sept. 7, 2011) (noting that “contention interrogatories are often overly broad and
14 unduly burdensome when they require a party to state ‘every fact’ or ‘all facts’ supporting
15 identified allegations or defenses”).

16 Local 1107 further objects to this interrogatory on the basis that discovery, its
17 investigation and trial preparation are not complete. It therefore cannot identify “all facts”
18 it intends to introduce at trial.

19 Subject to and without waiving the objections, Local 1107 hereby notes facts
20 generally known. Plaintiff Clarke, the former Local 1107 Director of Finance and Human
21 Resources, was a management policymaking, policy implementing, and/or confidential
22 employee because he was responsible for establishing and implementing policies
23 regarding all of Local 1107’s financial and human resources matters; was the head of his
24 departments and supervised staff reporting to him; had access to all of Local 1107’s
25 confidential financial accounts, books and records; had access to all of Local 1107’s
26 confidential personnel files; was responsible for legal compliance related to financial and
27 human resources matters; provided confidential support and information to Local 1107

1 in its collective bargaining with its staff union; participated in weekly managers'
2 meetings with Local 1107's former president and other managers regarding the day-to-
3 day management of Local 1107; reported directly to Local 1107's former president,
4 executive board and finance committee; and admitted in earlier papers filed with this
5 court that he was a "management employee" and in a "management position."

6 Plaintiff Gentry, the former Local 1107 Communications Director, was a
7 management policymaking, policy implementing, and/or confidential employee because
8 she was responsible for establishing and implementing Local 1107's strategic internal
9 and external communications regarding, among other things, its ongoing political,
10 organizing, community and collective bargaining campaigns; prepared speeches and
11 talking points for the union's elected leaders; acted as the union's public spokesperson
12 with print, online, television, and radio media related to, among other things, Local
13 1107's organizing and collective bargaining campaigns; cultivated relationships with
14 journalists and the press in order to advance Local 1107's strategic objectives; advised
15 the union regarding legislative strategy; coordinated media strategy with community
16 allies; reported directly to the former Local 1107 president; participated in weekly
17 managers' meetings with Local 1107's former president and other managers regarding
18 the day-to-day management of Local 1107; and admitted in earlier papers filed with this
19 court that she was a "management employee" and in a "management position."

20 Plaintiffs are also directed to Local 1107's prior responses to interrogators.
21 Additional facts are expected to be discovered and presented.

22 **REQUEST NO. 4:**

23 Please define what a "policy" is as it pertains to your defense that Plaintiffs
24 were "policymaking employees" in your Counter-Motion for Summary Judgment. *See*
25 SEIU Intl. Counter-MSJ, at page 13:1-3; Local 1107 Counter-MSJ, at 9:9-11.

26 **RESPONSE TO REQUEST NO. 4.**

27 Objection. A legal conclusion is requested. In addition, Local 1107 cannot speak

1 for SEIU International as the request is compound. The quotations appear to be in
2 reference to the case of *Screen Extras Guild, Inc. v. Superior Court*, 51 Cal. 3d 1017
3 (1990). Plaintiffs may refer to that case for its discussion on the matter. Plaintiffs are also
4 referred to the Response to Interrogatory No. 1 for further case law discussing the
5 application of the LMRDA. Plaintiffs are also directed to *Packowski v. United Food and*
6 *Commercial Workers Local 951*, 796 N.W. 2d 94, 104 (Ct. App. Mich. 2010) (applying
7 federal preemption under Labor Management Reporting and Disclosure Act to
8 “policymaking or policy-implementing” positions); *Hodge v. Drivers, Salesmen,*
9 *Warehousemen, Milk Processors, Cannery, Dairy Employees*, 707 F.2d 961 (7th Cir.
10 1983) (noting that “*Finnegan [v. Leu]* by its very terms is not limited to powerful decision
11 makers but includes ‘administrators’ and ‘staff’”); *Finnegan v. Leu*, 456 U.S. 431 (1982);
12 *Screen Extras Guild, Inc.*, 51 Cal. 3d 1017; *Thunderburk v. United Food & Commercial*
13 *Workers’ Union, Local 3234*, 92 Cal. App. 4th 1332 (2001); *Hansen v. Aerospace*
14 *Defense Related Indus. District Lodge 725*, 90 Cal. App. 4th 977 (2001); *Ramirez v.*
15 *Butcher*, 2006 WL 2337661 (Cal. Ct. App. 2006); *Burell v. Cal. Teamsters, Public*
16 *Professional and Medical Employees Union, Local 911*, 2004 WL 2163421 (Cal. Ct.
17 App. 2004); *Hurley v. Teamsters Union Local No. 856*, Case No. C-94-3750 MHP, 1995
18 WL 274349 (N.D Cal. May 1, 1995); *Womack v. United Service Employees Union Local*
19 *616*, Case No. No. C-98-0507 MJJ, 1999 WL 219738 (N.D. Cal. 1999); *Vitullo v. Int’l*
20 *Bhd. of Elec. Workers, Local 206*, 75 P.3d 1250, 1256 (Mont. Sup. Ct. 2003); *Packowski*
21 *v. United Food & Commercial Workers Local 951*, 796 N.W.2d 94, 100 (Mich. Ct. App.
22 2010); *Dzwonar v. McDevitt*, 791 A.2d 1020, 1024 (N.J. App. Div. 2002), *aff’d on other*
23 *grounds*, 828 A.2d 893 (N.J. Sup. Ct. 2003).

24 **REQUEST NO. 5:**

25 Please identify and explain all facts that support of your defense that the
26 SEIU International trustees believed Dana Gentry could not “carry out the Local’s new
27 program and policies.”

1 **RESPONSE TO REQUEST NO. 5:**

2 Objection. Overbroad and burdensome requiring all facts. *See, e.g., MGM Mirage*
3 *Securities Litigation*, Case No. 2:09-CV-1558-GMN, 2014 WL 6675732, at *5 (D. Nev.
4 Nov. 25, 2014); *Switch Commc 'ns Group v. Ballard*, Case No. 2:11-cv-00285-KJD, 2011
5 WL 3957434, *8 (D. Nev. Sept. 7, 2011) (noting that “contention interrogatories are often
6 overly broad and unduly burdensome when they require a party to state ‘every fact’ or
7 ‘all facts’ supporting identified allegations or defenses”).

8 The request is also argumentative by concluding a defense on behalf of the
9 Defendants.

10 Subject to and without waiving the foregoing objections, the following non-
11 exhaustive list of facts developed in discovery to date support the conclusion of the Local
12 1107 Trustees that Gentry was unlikely to “carry out the Local’s new program and
13 policies.” Gentry was hired by and reported directly to former Local 1107 President
14 Cherie Mancini, and was one of several director-level managers at the union responsible
15 for developing and implementing union policy during Mancini’s tenure as President;
16 according to Gentry, “a lot” of union members believed that Gentry supported Mancini
17 in a factional dispute with other leaders of Local 1107, and as a result “shunned” Gentry;
18 Gentry agreed that Mancini’s subsequent removal from office following an internal
19 disciplinary proceeding was “repugnant and wholly unjustified”; following Mancini’s
20 removal from office, Gentry reported to Mancini about what was occurring at Local 1107;
21 the emergency trusteeship order dated April 28, 2017 issued by SEIU President Mary
22 Kay Henry described a host of significant problems with the ongoing functioning of
23 Local 1107 during a time when Gentry was a director-level manager; following the
24 imposition of the trusteeship, Gentry issued a nationwide press release dated on or about
25 May 15, 2017, which strongly criticized the trusteeship over Local 1107, accused SEIU
26 of, among other things, “an illegitimate take-over” of Local 1107 which placed members
27 in “great peril,” and accused Local 1107 Trustees of communicating with members in an

1 “incomplete and misleading” manner, “ignoring” the union’s legislative priorities,
2 cancelling “[t]raining sessions, [and] bargaining sessions,” and “halt[ing] member
3 representation.”

4 **REQUEST NO. 6:**

5 Please identify and explain all facts that support your defense that the SEIU
6 International trustees believed Robert Clarke could not “carry out the Local’s new
7 program and policies.”

8 **RESPONSE TO REQUEST NO. 6:**

9 Objection. Overbroad and burdensome requiring all facts. *See, e.g., MGM Mirage*
10 *Securities Litigation*, Case No. 2:09-CV-1558-GMN, 2014 WL 6675732, at *5 (D. Nev.
11 Nov. 25, 2014); *Switch Commc’ns Group v. Ballard*, Case No. 2:11-cv-00285-KJD, 2011
12 WL 3957434, *8 (D. Nev. Sept. 7, 2011) (noting that “contention interrogatories are often
13 overly broad and unduly burdensome when they require a party to state ‘every fact’ or
14 ‘all facts’ supporting identified allegations or defenses”).

15 The request is also argumentative by concluding a defense on behalf of the
16 Defendants.

17 Subject to and without waiving the foregoing objections, the following non-
18 exhaustive list of facts developed in discovery to date support the conclusion of the Local
19 1107 Trustees that Clarke was unlikely to “carry out the Local’s new program and
20 policies.” Clarke was hired by and reported directly to former Local 1107 President
21 Cherie Mancini, and was one of several director-level managers at the union responsible
22 for developing and implementing union policy during Mancini’s tenure as President; the
23 emergency trusteeship order dated April 28, 2017 issued by SEIU President Mary Kay
24 Henry described a series of significant problems with the ongoing functioning of Local
25 1107 during a time when Clarke was a director-level manager; Clarke had concerns about
26 the legitimacy of the trusteeship and did not want to work for a union that was
27 illegitimately placed into trusteeship; Clarke described the vote of the former Local 1107

1 executive board in favor of the trusteeship as a “self inflicted” injury; Clarke stated that
2 “You would have to be a fucking idiot to vote to trustee,” referring to the vote of former
3 elected executive board members of Local 1107; Clarke believed that the vote of Local
4 1107’s former executive board members in favor of a trusteeship was “stupid”; Clarke
5 believed that Deputy Trustee Martin Manteca was a “bully” and “a tyrant” and did not
6 want to work under Manteca; Clarke urged at least one co-worker to delete her text
7 communications with him and others because the messages were critical of the
8 trusteeship and he understood the disclosure of the messages would result in their
9 termination from Local 1107; Clarke texted a fellow director at Local 1107, and in
10 anticipation of his fellow director’s lawsuit against Local 1107, noted as follows:
11 “[Employee] Inc. – doing what Wall Street does, but with a personal touch. Taking
12 money from stupid assholes”; and Clarke participated with other former directors of
13 SEIU Local 1107 to issue a nationwide press release dated on or about May 15, 2017,
14 which strongly criticized the trusteeship over Local 1107, accused SEIU of, among other
15 things, “an illegitimate take-over” of Local 1107 which placed members in “great peril,”
16 and accused Local 1107 Trustees of communicating with members in an “incomplete and
17 misleading” manner, “ignoring” the union’s legislative priorities, cancelling “[t]raining
18 sessions, [and] bargaining sessions,” and “halt[ing] member representation.”

19 **REQUEST NO. 7:**

20 Identify who drafted the offer of employment that Local 1107 sent to Dana
21 Gentry.

22 **RESPONSE TO REQUEST NO. 7:**

23 Local 1107 is unsure at this time.

24 **REQUEST NO. 8:**

25 Identify who drafted the offer of employment that Local 1107 sent to Robert
26 Clarke.

27

1 **RESPONSE TO REQUEST NO. 8:**

2 Local 1107 is unsure at this time.

3 **REQUEST NO. 9:**

4 Identify all witnesses you intend to present at trial to prove that the term “for
5 cause” in the offers of employment made to Ms. Gentry and Mr. Clarke was “not
6 limited to employee misconduct or failure” as indicated in the Local 1107 Defendants’
7 response to Plaintiff Gentry’s First Requests for Interrogatories, Request No. 6.

8 **RESPONSE TO REQUEST NO. 9:**

9 Objection. The interrogatory calls for attorney work product. The interrogatory
10 also calls for a legal conclusion. Subject to and without waving the objections, Gentry
11 and Clark will be witnesses. It is also expected that Brenda Marzan, Martin Manteca, and
12 Luisa Blue may testify about the matter. Additional witnesses may be called.

13 **REQUEST NO. 10:**

14 Identify all witnesses you intend to present at trial to prove that the offers of
15 employment made to Ms. Gentry and Mr. Clarke included a condition precedent that
16 “Ms. Gentry be willing to accept acting as a policy making, confidential employee” as
17 indicated in the Local 1107 Defendants’ response to Plaintiff Gentry’s First Requests
18 for Interrogatories, Request No. 15.

19 **RESPONSE TO REQUEST NO. 10:**

20 Objection. The interrogatory calls for attorney work product. The interrogatory
21 also calls for a legal conclusion. The request is also vague and unintelligible as Local
22 1107 Defendants’ response to Plaintiff Gentry’s First Request for Interrogatories
23 Request No. 15 contains no such statement.

24 **REQUEST NO. 11:**

25 Identify all witnesses you intend to present at trial in support of your defense
26 that Plaintiffs were policy making employees.

1 **RESPONSE TO REQUEST NO. 11:**

2 Objection. The request seeks attorney work product and trial strategy. Local
3 1107 will disclose witness in accordance with EDCR 2.67. The request further
4 impermissibly seeks to limit Local 1107's argument(s) to a specific phrase. See case
5 law cited in other responses.

6 Subject to and without waiving the objections, it is common knowledge that
7 Robert Clarke, Dana Gentry, Martin Manteca, Luisa Blue, Mary Grillo, Brenda Marzan,
8 and Deidre Fitzpatrick are likely witnesses. Local 1107 reserves the right to designate
9 additional witnesses, including those identified in any other parties' disclosures, or any
10 individuals that have been or will be deposed by any party.

11 **REQUEST NO. 12:**

12 Identify all witnesses you intend to present at trial in support of your defense
13 that Sharon Kisling's "concerns" presented to the Local 1107 Executive Board on
14 August 20, 2016, and/or August 31, 2016 that Plaintiff Gentry was misusing the Local
15 1107 credit card were made in good faith.

16 **RESPONSE TO REQUEST NO. 12:**

17 Objection. The request is argumentative. There is no requirement upon any
18 Defendant to show that the alleged statement was "made in good faith."

19 **REQUEST NO. 13:**

20 Identify all references to Plaintiff Gentry or Clarke's job performance found
21 in the Internal Needs Report and Recommendation. *See Garcia et al. v. SEIU et al.*,
22 2:17-cv-1340, 12(ECF No. 271-19), at SEIU2465-78.

23 **RESPONSE TO REQUEST NO. 13:**

24 Objection. The request is burdensome and oppressive. Plaintiffs have the report
25 and can perform such a task for themselves pursuant to NRCP 33(d)(1). *See Garcia et al.*
26 *v. SEIU et al.*, 2:17-cv-1340 (ECF No. 271-19), at SEIU2465-78. The request is also not
27 proportionate to the needs of this case as the Internal Needs Report and recommendations

1 have no bearing on issues in this matter.

2 **REQUEST NO. 14:**

3 Identify all individuals that participated in drafting the Internal Needs
4 Report and Recommendation signed by Carol Nieters. *Id.*

5 **RESPONSE TO REQUEST NO. 14:**

6 Objection. The requests seeks information not proportionate to the needs of this
7 case. *See* NRCP 26(b)(1). The phrase “participated in drafted [sic]” is also vague.

8 Furthermore, the request appears to be directed toward the SEIU International
9 Defendants. Local 1107 cannot answer on their behalf.

10 **REQUEST NO. 15:**

11 The last known home address of SEIU International Hearing Officer Carol
12 Nieters.

13 **RESPONSE TO REQUEST NO. 15:**

14 Objection. The request seeks information not proportionate to the needs of this
15 case. Moreover, Ms. Nieters home address has no relevant bearing on any conceivable
16 matter at issue or that could be at issue in this case. Moreover, the request does not
17 appear to be directed toward Local 1107.

18 **REQUEST NO. 16:**

19 The last known working address of SEIU International Hearing Officer Carol
20 Nieters.

21 **RESPONSE TO REQUEST NO. 16:**

22 See response to request no. 15.

23 **REQUEST NO. 17:**

24 The date that Ken Ubani was terminated, or otherwise left employment with
25 Local 1107 and why.

26 **RESPONSE TO REQUEST NO. 17:**

27 Objection. The request seeks information not proportionate to the needs of this

1 case as Mr. Ubani's employment separation occurred in 2019, well after the
2 employment separation of Plaintiffs in May of 2017.

3 Dated this 14th day of August 2019.

4 CHRISTENSEN JAMES & MARTIN

5 By: /s/ Evan L. James
6 Evan L. James, Esq.
7 Nevada Bar No. 7760
8 7440 W. Sahara Avenue
9 Las Vegas, NV 89117
10 Telephone: (702) 255-1718
11 Fax: (702) 255-0871
12 *Attorneys for Local 1107, Luisa Blue and*
13 *Martin Manteca, Local Counsel for SEIU*
14 *International*

15 **VERIFICATION**

16 I declare under penalty of perjury that the foregoing is true and correct based upon
17 my knowledge and or belief.

18 Executed on this 14 day of August 2019.

19 By: Brenda C. Manzan
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CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin and caused a true and correct copy of the foregoing document to be served on August 14, 2019 upon the following:

- Michael Macavoyamaya: mmcavoyamayalaw@gmail.com
- Jonathan Cohen: jcohen@rsglabor.com
- Glenn Rothner: grothner@rsglabor.com
- Evan L. James: elj@cjmlv.com

CHRISTENSEN JAMES & MARTIN

By: /s/ Natalie Saville
Natalie Saville

Exhibit 23

CHRISTENSEN JAMES & MARTIN, CHTD.
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

RSPN
CHRISTENSEN JAMES & MARTIN
EVAN L. JAMES, ESQ. (7760)
7440 W. Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 255-1718
Facsimile: (702) 255-0871
Email: elj@cjmlv.com,
Attorneys for Local 1107, Luisa Blue and Martin Manteca
Local Counsel for SEIU International

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

DANA GENTRY, an individual; and
ROBERT CLARKE, an individual,

CASE NO.: A-17-764942-C

DEPT. No. XXVI

Plaintiffs,

vs.

**RESPONSES TO PLAINTIFF
CLARKE'S FIRST REQUESTS FOR
INTERROGATORIES TO SEIU
LOCAL 1107**

SERVICE EMPLOYEES
INTERNATIONAL UNION, a nonprofit
cooperative corporation; LUISA BLUE, in
her official capacity as Trustee of Local
1107; MARTIN MANTECA, in his
official capacity as Deputy Trustee of
Local 1107; MARY K. HENRY, in her
official capacity as Union President;
SHARON KISLING, individually;
CLARK COUNTY PUBLIC
EMPLOYEES ASSOCIATION UNION
aka SEIU 1107, a non-profit cooperative
corporation; DOES 1-20; and ROE
CORPORATIONS 1-20, inclusive,

Defendants.

NEVADA SERVICE EMPLOYEES UNION ("Local 1107"), misnamed as
SERVICE EMPLOYEES INTERNATIONAL UNION Local 1107, by and through the
law firm Christensen James & Martin, hereby responds to Plaintiff Clarke's First Requests
for Interrogatories to SEIU Local 1107.

DATED this 3rd day of July, 2019.

CHRISTENSEN JAMES & MARTIN

By: /s/ Evan L. James
Evan L. James, Esq. (7760)
7440 W. Sahara Avenue

Las Vegas, NV 89117
Telephone: (702) 255-1718
Fax: (702) 255-0871
*Attorneys for Local 1107, Luisa Blue
and Martin Manteca*

GENERAL OBJECTIONS

Local 1107 has not concluded its investigation of the facts relating to this case, completed formal discovery, or begun preparation for trial. The following Responses represent Local 1107's reasonable efforts to provide requested information based upon documents presently in Local 1107's possession and based upon Local 1107's current knowledge. Local 1107 reserves the right to produce evidence of any subsequently-discovered facts, to amend the following Responses, and to otherwise assert factual and legal contentions as additional facts are ascertained and legal research is conducted.

Local 1107 objects to each and every Interrogatory insofar as it may be construed as limiting or restricting Local 1107's right to rely upon any document or information (including later-discovered documents or information) for any purpose whatsoever, including, but not limited to, the use of responsive documents or information as evidence at any subsequent hearing, trial or other proceeding.

As more specifically set forth below, Local 1107 objects to Clark's Interrogatories to the extent that:

A) They seek information relating to "any" "each" "every" or "all" persons, facts or things. Local 1107 is not presently capable of identifying all facts or things relevant or responsive to the questions presented in the Interrogatories. There are hundreds (thousands including the *Garcia* case) of pages of documents produced and disclosed in this case by Plaintiffs and Defendants, and discovery continues. Local 1107 intends to provide reasonable answers to all Interrogatories. However, there may be relevant documents or information about which Local 1107 is not yet aware. Furthermore, additional analysis of already-disclosed documents is likely to result in

1 identification of additional issues and facts. Local 1107 will supplement these responses
2 as necessary under applicable rules.

3 B) They seek disclosure of information or documents which are or may
4 be unavailable to Local 1107. Such facts or documentation, if any, may not be within the
5 possession, custody, or control of Local 1107, is already in the possession of Plaintiffs,
6 or would duplicate documentation or information previously disclosed by the
7 Defendants.

8 C) They seek disclosure of documents that are, as a matter of law,
9 irrelevant, immaterial, burdensome, overly-broad, and/or not calculated to lead to the
10 discovery of admissible evidence.

11 D) They seek information or documentation which, if it exists, is or
12 may be, in whole or in part, protected from discovery by a valid privilege or by the work
13 product doctrine.

14 E) They seek information that may be determined by examining,
15 auditing, compiling, abstracting, or summarizing records (whether on paper or in digital
16 formats) that have already been disclosed in discovery and are therefore equally available
17 to both parties, and the burden of deriving or ascertaining the answer is the same for
18 either party; in all such cases, and consistent with Nev. R. Civ. P. 33(d), the propounding
19 plaintiff is hereby directed to conduct its own examination of the records to locate
20 requested answers.

21 PLEASE NOTE: While Local 1107 reviewed generally the “Instructions” and
22 “Definitions” sections which precede the text of Clark’s Interrogatories in order to better
23 understand the intent of each question, the following answers are based upon a common
24 understanding of the English language, and are responsive only to the actual text of the
25 Interrogatories. Local 1107 will not be bound by a highly-technical reading of the
26 following Responses in conjunction with Clark’s definitions section. Effort was made to
27 use the provided definitions, but it would be improper to conclude that the given

1 responses are not without appropriate variations given the nature of language, its use, and
2 existing conditions, circumstances and other understandings.

3 Further, the definitions are overbroad, oppressive and/or require legal analysis or
4 improper opinion testimony. All of the requests, in general, lack foundation as to how
5 policies are made. The lack of foundation creates argumentative questions that require
6 an inference that a “policy making employee” means that policies are actually made by
7 that employee. Local 1107 specifically objects to Gentry’s efforts to narrowly define
8 the meaning and application of “policy” and what constitutes a “policy making
9 employee.” Without waiving the objections, the following responses are given:

10 RESPONSES

11 Interrogatory Request No. 1: Please identify all policies that you allege Plaintiff Clarke
12 made while he was employed with Local 1107. *See* Local 1107 Opposition and Counter
13 MSJ, 10/15/18, at 9:9-12.

14 Response to Request No. 1: Local 1107 objects to this Interrogatory as overbroad, unduly
15 burdensome and calling for attorney work product, trial preparation, and theories of the
16 case. Additionally, certain information may only be in the possession of Plaintiffs and
17 other parties and not yet available to Local 1107. This Response is not intended to
18 constitute an exhaustive list of each and every fact pertinent to this Request. Discovery
19 is in its initial stages and ongoing, and Local 1107 reserves the right to supplement as
20 necessary. Local 1107 further objects because this request is premised upon a definition
21 of Policy, as set forth in Paragraph 21 of the “Definitions Section” that may or may not
22 be consistent with law or what Local 1107 considers to be a policy. As such, this
23 Interrogatory is vague and requires a legal conclusion. Local 1107 also objects because
24 this Interrogatory is argumentative by requiring a predetermined conclusion that a policy
25 is made by a single individual, Mr. Clarke in this situation. Subject to, and without
26 waiving said objections, and in an effort to cooperate, Local 1107 responds as follows:
27 Mr. Clarke operated as part of Local 1107’s management team. He was involved with

1 building, implementing, and improving systems for complying with state and federal
2 laws regarding campaign finance and lobbyists' activities. He also served as the Human
3 Resource Director. He was also Director of Finance being responsible for the financial
4 health of Local 1107 and was directly responsible for financial management, general
5 office administration, personnel systems, technology, legal compliance, and reporting.
6 These duties and responsibilities required his participation in policy matters as part of
7 Local 1107's management team. He was responsible for ensuring that Local 1107
8 complied with proper accounting procedures and policies. Mr. Clark also initiated cost
9 savings policies with regard to Local 1107's information technology. He established an
10 information access policy to restrict employee access to only that information pertinent
11 to an employees position. He established a policy of tracking Local 1107's operational
12 contracts such as leases.

13 Interrogatory Request No. 2: For every policy identified in your response to Request No.
14 1, identify the provision of Local 1107's governing documents that granted Plaintiff
15 Clarke the authority to make said policy.

16 Response to Request No. 2: Local 1107 objects to this request because it contains
17 incomplete facts or assumes facts which are not in evidence and which would make an
18 unqualified response misleading. Local 1107 objects further in that the Request is
19 argumentative because it requires an inference that Mr. Clark's position and activities
20 needed authorization from Local 1107's governing documents. Further objection is made
21 in that the Request requires a legal conclusion as to the legal effect of language in
22 identified documents. Without waving the objections, Local 1107 responds that Mr.
23 Clark operated as a confidential employee as Director of Finance and Human Resources
24 and that the position was part of a management team. Local 1107 notes that the Preamble
25 of the Code of Ethics to the International Constitution identifies officers and managers as
26 having authority and fiduciary duties regarding execution of union management and the
27 need to avoid corruption. The Code of Ethics of the International Constitution also has

1 various other authorizations and obligations associated with officer and management
2 personnel. Article 15 of Local 1107's Constitution generally sets forth Mr. Clark's
3 obligations, as Director of Finance and Director of Human Resources, in support of the
4 Local 1107 President.

5 Interrogatory Request No. 3: For every policy identified in your response to Request No.
6 1, identify when that policy was first implemented.

7 Response to Request No. 3: Local 1107 objects to this request because it contains
8 incomplete facts or assumes facts which are not in evidence and which would make an
9 unqualified response misleading. Local 1107 further objects because this question lacks
10 foundation for how Local 1107 policies were made. It is also ambiguous by failing to
11 distinguish between various types and levels of policies. Subject to, and without waiving
12 said objections, Mr. Clarke as a policy making and confidential employee generally met
13 with Local 1107's President on a weekly basis. These meetings were usually limited to
14 management level employees such as President Mancini and Dana Gentry,
15 Communications Director. On occasion, lead Organizers, such as Debbie Miller, also
16 participated in the meetings. Issues and plans relating to Local 1107 policies, programs,
17 and management were discussed during these meetings. As Financial Director, Mr.
18 Clarke had management level impute and expectation of input associated with the duties
19 and tasks outlined in his Job Description (*See* Exhibit 26 to Mr. Clark's Deposition) and
20 as he set forth in his Work Assignment Questionnaire (*Id.* Exhibit 27). Mr. Clarke's role
21 and activities as Director of Finance and Human Resources were not limited to a single
22 policy or set of policies that were adopted or rejected. The Request is misleading because
23 it suggests Mr. Clarke had limited input into the management of Local 1107 despite the
24 reality that his input affected policies, rules, and conduct on an ongoing and pervasive
25 basis.

26 Interrogatory Request No. 4: For every policy identified in your response to Request No.
27 1, identify how that policy was proposed prior to implementation.

1 Response to Request No. 4: Local 1107 objects to this Interrogatory as overbroad and
2 unduly burdensome. Further objection is made as the Request lacks foundation as to how
3 policies, procedures and practices were created. Subject to, and without waiving said
4 objections, Local 1107 responds that as a management level policy making employee Mr.
5 Clarke owed a duty to Local 1107 to advise and propose policies and practices designed
6 to meet Local 1107's organizational needs and goals. If Mr. Clarke is asserting that he
7 refused to do so or was incapable of doing so, then Local 1107 considers such a refusal
8 or inability as a reason to terminate employment for cause. In addition, Local 1107's
9 President and Executive Board were expected to consider Mr. Clarke's expertise and
10 experience when deliberating policies and programs. This included, but is not limited to,
11 management of finances and organizational operations. Mr. Clarke's input was therefore
12 expected to directly influence deliberations and any voting that may occur among the
13 Executive Board. In sum, Mr. Clarke's management level employment activities were
14 expected to impact and influence all policies and programs, some admittedly more than
15 others and those adopted, altered or rejected.

16 Interrogatory Request No. 5: For every policy identified in your response to Request No.
17 1, identify if that policy was approved by President of Local 1107 or the Local 1107
18 Executive Board.

19 Response to Request No. 5: Local 1107 objects to this Interrogatory as overbroad and
20 unduly burdensome. Subject to, and without waiving said objections, see the Responses
21 to Request Nos. 1-4.

22 Interrogatory Request No. 6: Identify the "for cause reasons" for terminating Plaintiff
23 Clarke's employment with Local 1107. *See* Local 1107 Opposition and Counter MSJ,
24 10/15/18, at 10:3-19; *see also* Local 1107 Answer, 4/8/19, at 4:4 (Affirmative Defense
25 33).

26 Response to Request No. 6: Certain information may only be in the possession of
27 Plaintiffs and other parties and not yet available to Local 1107. This Response is not

1 intended to constitute an exhaustive list of each and every fact pertinent to this Request.
2 Discovery is ongoing, and Local 1107 reserves the right to supplement as necessary.
3 Subject to, and without waiving said objections, refer to the detailed allegations in Local
4 1107's Opposition and Countermotion for Summary Judgment (filed October 15, 2018)
5 at 10:3-17 and Reply in Support of Local 1107's Summary Judgment Motion at 4:24-27,
6 5:1-7. Local 1107 was placed in trusteeship. The trustees made the decision regarding
7 employment termination. From Local 1107's position, for cause termination is not
8 limited to employee misconduct or failure. Mr. Clarke had been hired by the removed
9 President Mancini. He had participated in the management of Local 1107 during a
10 substantial part of Mancini's tenure and during a time of significant discord within Local
11 1107. Mr. Clarke's termination notice makes clear that the trustees intended to "fill
12 management and other positions at the Local with individuals they are confident can and
13 will carry out the Local's new program and policies." *See* Gentry-Clark 0009. Mr. Clarke
14 played a central role in a conspiracy to overthrow and/or impede the trusteeship and Local
15 1107.

16 Interrogatory Request No. 7: Identify the federal statutes that you allege preempt Plaintiff
17 Clarke's claims as indicated in Local 1107's Affirmative Defense 3. *See* Local 1107
18 Answer, 4/8/19, at 2:7-10.

19 Response to Request No. 7: Local 1107 objects to this Interrogatory as overbroad, unduly
20 burdensome and calling for attorney work product, trial preparation, and theories of the
21 case. Subject to, and without waiving the objections, Local 1107 notes that matters
22 associated with Request No. 7 have been briefed for the Court and disclosed to Plaintiffs'
23 counsel. *See generally* Local 1107's Opposition and Countermotion for Summary
24 Judgment (filed October 15, 2018) at 10:3-17 and Reply in Support of Local 1107's
25 Summary Judgment Motion at 4:24-27, 5:1-7 and all other pleadings filed by Local 1107
26 in this matter.
27

1 Interrogatory Request No. 8: Identify all collective bargaining agreement negotiations
2 that Plaintiff Clarke was involved in during his employment with Local 1107.

3 Response to Request No. 8: Local 1107 objects to this Interrogatory as overbroad, vague
4 and unduly burdensome. Additionally, certain information may only be in the possession
5 of Plaintiffs and other parties and not yet available to Local 1107. This Response is not
6 intended to constitute an exhaustive list of each and every fact pertinent to this Request.
7 Discovery is ongoing, and Local 1107 reserves the right to supplement as necessary.
8 Subject to, and without waiving the objections, Mr. Clarke did not play a significant role
9 in actual negotiations with bargaining units although the information he managed and
10 collected, e.g. finances, would have been pertinent to the bargaining teams.

11 Interrogatory Request No. 9: Identify how Plaintiff Clarke “fraudulently induced Local
12 1107 to hire them by misrepresenting their education and work history” as identified in
13 Local 1107’s Affirmative Defense 29. *See* Local 1107 Answer, 4/8/19, at 3:24-25.

14 Response to Request No. 9: Local 1107 objects to this Interrogatory as overbroad, unduly
15 burdensome and calling for attorney work product, trial preparation, and theories of the
16 case. Additionally, certain information may only be in the possession of Plaintiffs and
17 other parties and not yet available to Local 1107. This Response is not intended to
18 constitute an exhaustive list of each and every fact pertinent to this Request. Discovery
19 is ongoing, and Local 1107 reserves the right to supplement as necessary. Subject to, and
20 without waiving the objections, the affirmative defense was pleaded to avoid waiver. To
21 date, Local 1107 has found no evidence of fraudulent inducement on Mr. Clarke’s part.

22 Interrogatory Request No. 10: Identify what prior bad acts Plaintiff Clarke committed
23 that would have disqualified them from employment with Local 1107 as identified in
24 Local 1107’s Affirmative Defense 29. *See* Local 1107 Answer, 4/8/19, at 3:25-26.

25 Response to Request No. 10: Local 1107 objects to this Interrogatory as overbroad,
26 unduly burdensome and calling for attorney work product, trial preparation, and theories
27 of the case. Additionally, certain information may only be in the possession of Plaintiffs

1 and other parties and not yet available to Local 1107. This Response is not intended to
2 constitute an exhaustive list of each and every fact pertinent to this Request. Discovery
3 is ongoing, and Local 1107 reserves the right to supplement as necessary. Subject to, and
4 without waiving the objections, the affirmative defense was pleaded to avoid waiver. To
5 date, Local 1107 has found no evidence of prior bad acts on Mr. Clarke's part that would
6 have prevented him from being hired.

7 Interrogatory Request No. 11: Identify the condition precedent referenced in Local
8 1107's Affirmative Defense 32. *See* Local 1107 Answer, 4/8/19, at 4:3.

9 Response to Request No. 11: Local 1107 objects to this Request as the Offer of
10 Employment (Bates Stamped Local 003) speaks for itself.

11 Interrogatory Request No. 12: Identify what the "for-cause reasons for terminating"
12 Plaintiff Gentry's employment were as referenced in Local 1107's Affirmative Defense
13 33. *See* Local 1107 Answer, 4/8/19, at 4:4.

14 Response to Request No. 12: Local 1107 objects to this request because it is duplicative
15 of Interrogatory No. 6 in the Interrogatory Requests from Gentry to Local 1107. Without
16 waiving said objection, please refer to Local 1107's Responses to Plaintiffs Gentry's First
17 Interrogatories, Response No. 6.

18 Interrogatory Request No. 13: Identify all third parties that are responsible for Plaintiff
19 Clarke's claims as referenced in Local 1107's Affirmative Defense 39. *See* Local 1107
20 Answer, 4/8/19, at 4:11-12.

21 Response to Request No. 13: Certain information may only be in the possession of
22 Plaintiffs and other parties and not yet available to Local 1107. This Response is not
23 intended to constitute an exhaustive list of each and every fact pertinent to this Request.
24 Discovery is ongoing, and Local 1107 reserves the right to supplement as necessary.
25 Local 1107 has not yet identified any such parties.

1 Dated this 3rd day of July, 2019.

2 CHRISTENSEN JAMES & MARTIN

3 By: /s/ Evan L. James
4 Evan L. James, Esq.
5 Nevada Bar No. 7760
6 7440 W. Sahara Avenue
7 Las Vegas, NV 89117
8 Telephone: (702) 255-1718
9 Fax: (702) 255-0871
10 *Attorneys for Local 1107, Luisa Blue and*
11 *Martin Manteca, Local Counsel for SEIU*
12 *International*

13 **VERIFICATION**

14 I declare under penalty of perjury that the foregoing is true and correct based upon
15 my knowledge and or belief.

16 Executed on this 3 day of July, 2019.

17 By: Brenda C. Mayan
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CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin and caused a true and correct copy of the foregoing document to be served on July 3, 2019 upon the following:

MICHAEL J. MCAVOYAMAYA
Michael J. Mcavoyamaya (14082)
5534 Paseo Del Ray
Las Vegas, NV 89121
Attorney for Plaintiffs

The document was also served electronically as follows:

Michael Macavoyamaya: mmcavoyamayalaw@gmail.com
Jonathan Cohen: jcohen@rsglabor.com
Evan L. James: elj@cjmlv.com

CHRISTENSEN JAMES & MARTIN
By: /s/ Natalie Saville
Natalie Saville

Exhibit 24

CHRISTENSEN JAMES & MARTIN, CHTD.
7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117
PH: (702) 255-1718 § FAX: (702) 255-0871

CHRISTENSEN JAMES & MARTIN

EVAN L. JAMES, ESQ. (7760)

7440 W. Sahara Avenue

Las Vegas, Nevada 89117

Telephone: (702) 255-1718

Facsimile: (702) 255-0871

Email: elj@cjmlv.com,

Attorneys for Local 1107, Luisa Blue and Martin Manteca

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DANA GENTRY, an individual; and
ROBERT CLARKE, an individual,

Plaintiffs,

vs.

SERVICE EMPLOYEES
INTERNATIONAL UNION, a nonprofit
cooperative corporation; LUISA BLUE, in
her official capacity as Trustee of Local 1107;
MARTIN MANTECA, in his official capacity
as Deputy Trustee of Local 1107; MARY K.
HENRY, in her official capacity as Union
President; SHARON KISLING, individually;
CLARK COUNTY PUBLIC EMPLOYEES
ASSOCIATION UNION aka SEIU 1107, a
non-profit cooperative corporation; DOES 1-
20; and ROE CORPORATIONS 1-20,
inclusive,

Defendants.

CASE NO.: A-17-764942-C

DEPT. No. 26

**LOCAL 1107'S RESPONSES TO
PLAINTIFFS GENTRY'S FIRST
INTERROGATORIES**

Defendant, Nevada Service Employees Union ("Local 1107"), misnamed Clark County Public Employees Association Union aka SEIU 1107 acting by and through Christensen James & Martin, hereby submits responses to Gentry's First Requests for Interrogatories.

GENERAL OBJECTIONS

Local 1107 has not concluded its investigation of the facts relating to this case, completed formal discovery, or begun preparation for trial. The following Responses represent Local 1107's reasonable efforts to provide requested information based upon documents presently in Local 1107's possession and based upon Local 1107's current

1 knowledge. Local 1107 reserves the right to produce evidence of any subsequently-
2 discovered facts, to amend the following Responses, and to otherwise assert factual and
3 legal contentions as additional facts are ascertained and legal research is conducted.

4 Local 1107 objects to each and every Interrogatory insofar as it may be construed
5 as limiting or restricting Local 1107's right to rely upon any document or information
6 (including later-discovered documents or information) for any purpose whatsoever,
7 including, but not limited to, the use of responsive documents or information as evidence
8 at any subsequent hearing, trial or other proceeding.

9 As more specifically set forth below, Local 1107 objects to Gentry's
10 Interrogatories to the extent that:

11 A) They seek information relating to "any" "each" "every" or "all"
12 persons, facts or things. Local 1107 is not presently capable of identifying all facts or
13 things relevant or responsive to the questions presented in the Interrogatories. There are
14 hundreds (thousands including the *Garcia* case) of pages of documents produced and
15 disclosed in this case by Plaintiffs and Defendants, and discovery continues. Local 1107
16 intends to provide reasonable answers to all Interrogatories. However, there may be
17 relevant documents or information about which Local 1107 is not yet aware.
18 Furthermore, additional analysis of already-disclosed documents is likely to result in
19 identification of additional issues and facts. Local 1107 will supplement these responses
20 as necessary under applicable rules.

21 B) They seek disclosure of information or documents which are or
22 may be unavailable to Local 1107. Such facts or documentation, if any, may not be
23 within the possession, custody, or control of Local 1107, is already in the possession of
24 Plaintiffs, or would duplicate documentation or information previously disclosed by the
25 Defendants.

1 C) They seek disclosure of documents that are, as a matter of law,
2 irrelevant, immaterial, burdensome, overly-broad, and/or not calculated to lead to the
3 discovery of admissible evidence.

4 D) They seek information or documentation which, if it exists, is or
5 may be, in whole or in part, protected from discovery by a valid privilege or by the work
6 product doctrine.

7 E) They seek information that may be determined by examining,
8 auditing, compiling, abstracting, or summarizing records (whether on paper or in digital
9 formats) that have already been disclosed in discovery and are therefore equally available
10 to both parties, and the burden of deriving or ascertaining the answer is the same for
11 either party; in all such cases, and consistent with Nev. R. Civ. P. 33(d), the propounding
12 plaintiff is hereby directed to conduct its own examination of the records to locate
13 requested answers.

14 PLEASE NOTE: While Local 1107 reviewed generally the “Instructions” and
15 “Definitions” sections which precede the text of Gentry’s Interrogatories in order to
16 better understand the intent of each question, the following answers are based upon a
17 common understanding of the English language, and are responsive only to the actual text
18 of the Interrogatories. Local 1107 will not be bound by a highly-technical reading of the
19 following Responses in conjunction with Gentry’s definitions section. Effort was made to
20 use the provided definitions, but it would be improper to conclude that the given
21 responses are not without appropriate variations given the nature of language, its use, and
22 existing conditions, circumstances and other understandings.

23 Further, the definitions are overbroad, oppressive and/or require legal analysis or
24 improper opinion testimony. All of the requests, in general, lack foundation as to how
25 policies are made. The lack of foundation creates argumentative questions that require an
26 inference that a “policy making employee” means that policies are actually made by that
27 employee. Local 1107 specifically objects to Gentry’s efforts to narrowly define the

1 meaning and application of “policy” and what constitutes a “policy making employee.”

2 Without waiving the objections, the following responses are given:

3 **Request No. 1.** Please identify all policies that you allege Plaintiff Gentry made while
4 she was employed with Local 1107. *See* Local 1107 Opposition and Counter MSJ,
5 10/15/18, at 9:9-12.

6 **Response to Request No. 1.** Local 1107 objects to this Interrogatory as overbroad,
7 unduly burdensome and calling for attorney work product, trial preparation, and theories
8 of the case. Additionally, certain information may only be in the possession of Plaintiffs
9 and other parties and not yet available to Local 1107. This Response is not intended to
10 constitute an exhaustive list of each and every fact pertinent to this Request. Discovery is
11 ongoing, and Local 1107 reserves the right to supplement as necessary. Local 1107
12 further objects because this request is premised upon a definition of Policy, as set forth in
13 Paragraph 21 of the “Definitions Section” that may or may not be consistent with law or
14 what Local 1107 considers to be a policy. As such, this Interrogatory is vague and
15 requires a legal conclusion. Local 1107 also objects because this Interrogatory is
16 argumentative by requiring a predetermined conclusion that a policy is made by a single
17 individual, Ms. Gentry in this situation. Subject to, and without waiving said objections,
18 and in an effort to cooperate, Local 1107 responds as follows: Ms. Gentry operated as
19 part of Local 1107’s management team. She was involved with planning and executing
20 all internal and external communications of Local 1107. Ms. Gentry regularly, usually on
21 a weekly basis, counseled with Local 1107’s President on Local 1107 issues and policies
22 associated with those issues. Ms. Gentry would create, messaging, plans, strategy and
23 media for priority campaigns. She researched and produced investigative reports to
24 augment campaigns and influence members, public, and decision makers. One of these
25 campaigns involved a labor dispute with the hospital in Elko, Nevada, and President
26 Cherie Mancini specifically singled out Ms. Gentry with public praise for her speaking on
27 behalf of Local 1107 to the media and coordinating the media’s coverage of the dispute.

1 Ms. Gentry produced opposition research. She maintained editorial calendars for social
2 and print media; assigned and assisted staff to produce newsletter material; monitored
3 employer activity via public meetings, public filings, news reports; assisted in the
4 planning and execution of member and volunteer events; cultivated and maintained
5 media relationships; and collaborated with advocacy organizations with which Local
6 1107 had common interests and purposes. In 2017, Ms. Gentry assisted with developing
7 legislative policy an strategy, including the effort to change 2015 legislation associated
8 with abolishing evergreen clauses in public employ collective bargaining agreements.
9 Ms. Gentry also advised Local 1107 on legislative policy and effort to change laws
10 associated with hospital staffing and minimum wage. Ms. Gentry was also starting to
11 assess appropriate policies and positions for Local 1107 to assume regarding mass transit
12 as it may affect Local 1107 members. These examples of Ms. Gentry's Director level
13 involvement often required her to collaborate as an official Local 1107 Director with
14 programs such as Battle Born Progress, For Our Future, Progressive Leadership Alliance
15 of Nevada, Planned Parenthood, Children's Advocacy Alliance, Organizing for
16 American, Alliance for Health Care Security, America Votes, Nevadans Together for
17 Medicaid, and For Our Future.

18 **Request No. 2.** For every policy identified in your response to Request No. 1, identify
19 the provision of Local 1107's governing documents that granted Plaintiff Gentry the
20 authority to make said policy.

21 **Response to Request No. 2.** Local 1107 objects to this request because it contains
22 incomplete facts or assumes facts which are not in evidence and which would make an
23 unqualified response misleading. Local 1107 objects further in that the Request is
24 argumentative because it requires an inference that Ms. Gentry's position and activities
25 needed authorization from Local 1107's governing documents. Further objection is made
26 in that the Request requires a legal conclusion as to the legal effect of language in
27 identified documents. Without waving the objections, Local 1107 responds that Ms.

1 Gentry operated as a confidential employee as Director of Commutations and that the
2 position was part of a management team. Local 1107 notes that the Preamble of the Code
3 of Ethics to the International Constitution identifies officers and managers as having
4 authority and fiduciary duties regarding execution of union management and the need to
5 avoid corruption. The Code of Ethics of the International Constitution also has various
6 other authorizations and obligations associated with officer and management personnel.
7 Article 15 of Local 1107's Constitution generally sets forth Ms. Gentry's obligations, as
8 Director of Communications, in support of the Local 1107 President.

9 **Request No. 3.** For every policy identified in your response to Request No. 1, identify
10 when that policy was first implemented.

11 **Response to Request No. 3.** Local 1107 objects to this request because it contains
12 incomplete facts or assumes facts which are not in evidence and which would make an
13 unqualified response misleading. Local 1107 further objects because this question lacks
14 foundation for how Local 1107 policies were made. It is also ambiguous by failing to
15 distinguish between various types and levels of policies. Subject to, and without waiving
16 said objections, Ms. Gentry as a policy making and confidential employee generally met
17 with Local 1107's President on a weekly basis. These meetings were usually limited to
18 management level employees such as President Mancini, Ms. Gentry, and
19 Finance/Human Resources Director Robert Clark. On occasion, lead Organizers, such as
20 Debbie Miller, also participated in the meetings. Issues and plans relating to Local 1107
21 policies, programs, and management were discussed during these meetings. As
22 Communications Director, Ms. Gentry had management level input and expectation of
23 input associated with the duties and tasks outlined in her Job Description (*See* Exhibit 13
24 to Ms. Gentry's Deposition) and as she set forth in her Work Assignment Questionnaire
25 (*Id.* Exhibit 14). Ms. Gentry's role and activities as Communications Director were not
26 limited to a single policy or set of policies that were adopted or rejected. The Request is
27 misleading because it suggests Ms. Gentry had limited input into the management of

1 Local 1107 despite the reality that his input affected policies, rules, and conduct on an
2 ongoing and pervasive basis.

3 **Request No. 4.** For every policy identified in your response to Request No. 1, identify
4 how that policy was proposed prior to implementation.

5 **Response to Request No 4.** Local 1107 objects to this Interrogatory as overbroad and
6 unduly burdensome. Further objection is made as the Request lacks foundation as to how
7 policies, procedures and practices were created. Subject to, and without waiving said
8 objections, Local 1107 responds that as a management level policy making employee Ms.
9 Gentry owed a duty to Local 1107 to advise and propose policies and practices designed
10 to meet Local 1107's organizational needs and goals. If Ms. Gentry is asserting that she
11 refused to do so or was incapable of doing so, then Local 1107 considers such a refusal or
12 inability as a reason to terminate employment for cause. In addition, Local 1107's
13 President and Executive Board were expected to consider Ms. Gentry's expertise and
14 experience when deliberating policies and programs. This included, but is not limited to,
15 interfacing with union members, the media and other organizations with similar goals.
16 Ms. Gentry was expected to attend various meetings and report back to Local 1107's
17 President and Executive Board on matters of interest, concern and policy. Ms. Gentry's
18 reporting and input was therefore expected to directly influence deliberations and any
19 voting that may occur among the Executive Board. In sum, Ms. Gentry's management
20 level employment activities were expected to impact and influence all policies and
21 programs, some admittedly more than others and those adopted, altered or rejected.

22 **Request No. 5.** For every policy identified in your response to Request No. 1, identify if
23 that policy was approved by President of Local 1107 or the Local 1107 Executive Board.

24 **Response to Request No. 5.** Local 1107 objects to this Interrogatory as overbroad and
25 unduly burdensome. Subject to, and without waiving said objections, see the Responses
26 to Request Nos. 1-4.
27

1 **Request No. 6.** Identify the “for cause reasons” for terminating Plaintiff Gentry’s
2 employment with Local 1107. *See* Local 1107 Opposition and Counter MSJ, 10/15/18, at
3 10:3-19; *see also* Local 1107 Answer, 4/8/19, at 4:4 (Affirmative Defense 33).

4 **Response to Request No. 6.** Certain information may only be in the possession of
5 Plaintiffs and other parties and not yet available to Local 1107. This Response is not
6 intended to constitute an exhaustive list of each and every fact pertinent to this Request.
7 Discovery is ongoing, and Local 1107 reserves the right to supplement as necessary.
8 Subject to, and without waiving said objections, refer to the detailed allegations in Local
9 1107’s Opposition and Countermotion for Summary Judgment (filed October 15, 2018)
10 at 10:3-17 and Reply in Support of Local 1107’s Summary Judgment Motion at 4:24-27,
11 5:1-7. Local 1107 was placed in trusteeship. The trustees made the decision regarding
12 employment termination. From Local 1107’s position, for cause termination is not
13 limited to employee misconduct or failure. Ms. Gentry had been hired by the removed
14 President Mancini. She had participated in the management of Local 1107 during a
15 substantial part of Mancini’s tenure and during a time of significant discord within Local
16 1107. Ms. Gentry’s termination notice makes clear that the trustees intended to “fill
17 management and other positions at the Local with individuals they are confident can and
18 will carry out the Local’s new program and policies.” *See* Gentry-Clark 0008. In addition,
19 on or about July 31, 2016, Ms. Gentry’s loyalty to President Mancini was evident when
20 the UMC bargaining team demanded that President Mancini and Ms. Gentry resign from
21 Local 1107. Ms. Gentry also played a central role in a conspiracy to overthrow and/or
22 impede the trusteeship and Local 1107. She issued a scathing press release critical of the
23 trusteeship and Local 1107, calling removal of certain personnel “irreparable and
24 permanent harm to the union members and bargaining process.” *See* Gentry Deposition
25 Exhibit 18. Her actions caused jeopardy in negotiations between Local 1107 and Clark
26 County. Ms. Gentry’s attorney seized on the Clark County bargaining process as a basis
27 for seeking a preliminary injunction against Local 1107 and SEIU International. *See*

1 *Mancini v. SEIU*, 2:17-cv-02137-APG-NJK, ECF No. 25. Her actions also jeopardized
2 the relationship between Local 1107 and its bargaining units by challenging the
3 legitimacy of the trusteeship.

4 **Request No. 7.** Identify the federal statutes that you allege preempt Plaintiff Gentry's
5 claims as indicated in Local 1107's Affirmative Defense 3. *See* Local 1107 Answer,
6 4/8/19, at 2:7-10.

7 **Response to Request No. 7.** Local 1107 objects to this Interrogatory as overbroad,
8 unduly burdensome and calling for attorney work product, trial preparation, and theories
9 of the case. Subject to, and without waiving the objections, Local 1107 notes that matters
10 associated with Request No. 7 have been briefed for the Court and disclosed to Plaintiffs'
11 counsel. *See generally* Local 1107's Opposition and Countermotion for Summary
12 Judgment (filed October 15, 2018) at 10:3-17 and Reply in Support of Local 1107's
13 Summary Judgment Motion at 4:24-27, 5:1-7 and all other pleadings filed by Local 1107
14 in this matter.

15 **Request No. 8.** Identify what "alleged statements were true" as referenced in Local
16 1107's Affirmative Defense 7. *See* Local 1107 Answer, 4/8/19, at 2:16.

17 **Response to Request No 8.** Local 1107 objects to this Interrogatory as overbroad,
18 unduly burdensome and calling for attorney work product, trial preparation, and theories
19 of the case. Additionally, certain information may only be in the possession of Plaintiffs
20 and other parties and not yet available to Local 1107. This Response is not intended to
21 constitute an exhaustive list of each and every fact pertinent to this Request. Discovery is
22 ongoing, and Local 1107 reserves the right to supplement as necessary. Subject to, and
23 without waiving the objections, the affirmative defense of truth was made to avoid
24 waiving the defense. While discovery is ongoing, identifying the alleged statements were
25 true has not been confirmed.

1 **Request No. 9.** Identify what “alleged statements were authorized and/or required” as
2 referenced in Local 1107’s Affirmative Defense 8. *See* Local 1107 Answer, 4/8/19, at
3 2:17-18.

4 **Response to Request No. 9.** Local 1107 objects to this Interrogatory as overbroad,
5 unduly burdensome and calling for attorney work product, trial preparation, and theories
6 of the case. Additionally, certain information may only be in the possession of Plaintiffs
7 and other parties and not yet available to Local 1107. This Response is not intended to
8 constitute an exhaustive list of each and every fact pertinent to this Request. Discovery is
9 ongoing, and Local 1107 reserves the right to supplement as necessary. Subject to, and
10 without waiving the objections, the statements referred to are those that Ms. Gentry
11 asserts were made. In an effort to provide additional context and clarity, it is Local
12 1107’s position that Ms. Gentry mischaracterizes statements alleged to have been made
13 by Sharon Kisling to Local 1107’s Executive Board. Ms. Kisling did not make accusation
14 about Ms. Gentry. Rather, she brought concerns to the Executive Board for the purpose of
15 determining how the concerns should be handled. Ms. Gentry has mischaracterized the
16 statements as being reported as fact rather than for the purposes of investigation.

17 **(First) Request No. 10.** Identify what “statements were retracted” as referenced in Local
18 1107’s Affirmative Defense 9. *See* Local 1107 Answer, 4/8/19, at 2:19.

19 **Response to (First) Request No. 10.** Local 1107 objects to this Interrogatory as
20 overbroad, unduly burdensome and calling for attorney work product, trial preparation,
21 and theories of the case. Additionally, certain information may only be in the possession
22 of Plaintiffs and other parties and not yet available to Local 1107. This Response is not
23 intended to constitute an exhaustive list of each and every fact pertinent to this Request.
24 Discovery is ongoing, and Local 1107 reserves the right to supplement as necessary.
25 Subject to, and without waiving the objections, no retraction was necessary as the
26 concerns were not asserted as truth or otherwise adopted by Local 1107 or its officers as
27

1 true. Moreover, Ms. Gentry was never disciplined nor had any adverse employment
2 action occur as a result of matter.

3 **(Second) Request No. 10.** Identify the “alleged statements” that were self-published as
4 referenced in Local 1107’s Affirmative Defense 16. See Local 1107 Answer, 4/8/19, at
5 3:7.

6 **Response to (Second) Request No. 10.** Local 1107 objects to this Interrogatory as
7 overbroad and unduly burdensome. Additionally, certain information may only be in the
8 possession of Plaintiffs and other parties and not yet available to Local 1107. This
9 Response is not intended to constitute an exhaustive list of each and every fact pertinent
10 to this Request. Discovery is ongoing, and Local 1107 reserves the right to supplement as
11 necessary. Subject to, and without waiving the objections, the statements are those
12 announced by Ms. Gentry to others regarding the alleged defamation.

13 **Request No. 11.** Identify when statements identified in your response to Request No. 10
14 were self-published.

15 **Response to Request No. 11.** Local 1107 objects to this Interrogatory as overbroad and
16 unduly burdensome. Additionally, certain information may only be in the possession of
17 Plaintiffs and other parties and not yet available to Local 1107. This Response is not
18 intended to constitute an exhaustive list of each and every fact pertinent to this Request.
19 Discovery is ongoing, and Local 1107 reserves the right to supplement as necessary.
20 Subject to, and without waiving the objections, known dates include on or about August
21 18, 2016, September 1, 2016 and October 21, 2016. It is also known from Ms. Gentry
22 that she spoke to people about the matter at various times, including providing testimony
23 associated with Ms. Mancini’s discipline and the trusteeship.

24 **Request No. 12.** Identify how statements identified in your response to Request No.
25 10 were self-published.

26 **Response to Request No. 12.** Local 1107 objects to this Interrogatory as overbroad and
27 unduly burdensome. Additionally, certain information may only be in the possession of

1 Plaintiffs and other parties and not yet available to Local 1107. This Response is not
2 intended to constitute an exhaustive list of each and every fact pertinent to this Request.
3 Discovery is ongoing, and Local 1107 reserves the right to supplement as necessary.
4 Subject to, and without waiving the objections, the statements made by Ms. Gentry were
5 oral and written.

6 **Request No. 13.** Identify all collective bargaining agreement negotiations that Plaintiff
7 Gentry was involved in during her employment with Local 1107.

8 **Response to Request No. 13.** Local 1107 objects to this Interrogatory as overbroad,
9 vague and unduly burdensome. This Response is not intended to constitute an exhaustive
10 list of each and every fact pertinent to this Request. Discovery is ongoing, and Local
11 1107 reserves the right to supplement as necessary. Further objection is made as the term
12 “involvement” is vague as used. Subject to, and without waiving the objections, Ms.
13 Gentry’s position as Communications Director required her involvement with all
14 negotiations during her employment period as she was responsible for internal and
15 external communications of Local 1107 and counseling with Local 1107’s President. It
16 would be improper to state that “involvement” means that Ms. Gentry sat with
17 negotiation each team, but as Communications Director it is not improper to state that
18 Local 1107 expected Ms. Gentry to be involved with communication to bargaining unit
19 members regarding the adoption of a collective bargaining agreement.

20 **Request No. 14.** Identify how Plaintiff Gentry “fraudulently induced Local 1107 to hire
21 them by misrepresenting their education and work history” as identified in Local 1107’s
22 Affirmative Defense 29. *See* Local 1107 Answer, 4/8/19, at 3:24-25.

23 **Response to Request No. 14.** Ms. Gentry asserts that she lacked the expertise or
24 willingness to act in as part of Local 1107’s executive team in the role of
25 Communications Director and as outlined in her job description. If that is her position,
26 then Ms. Gentry fraudulently induced her hiring, having no intention of acting as a
27

1 Director of Communications consistent with her job description, education and work
2 history.

3 **Request No. 15.** Identify what prior bad acts Plaintiff Gentry committed that would have
4 disqualified them from employment with Local 1107 as identified in Local 1107's
5 Affirmative Defense 29. *See* Local 1107 Answer, 4/8/19, at 3:25-26.

6 **Response to Request No. 15.** Ms. Gentry testified to the use of cocaine. She also
7 testified to use of marijuana although it is unclear to what extent.

8 **Request No. 16.** Identify the condition precedent referenced in Local 1107's Affirmative
9 Defense 32. *See* Local 1107 Answer, 4/8/19, at 4:3.

10 **Response to Request No. 16.** Local 1107 objects to this Request as the Offer of
11 Employment (Bates Stamped Local 003) speaks for itself. Without waiving the objection,
12 it was a condition precedent that Ms. Gentry be willing to accept acting as a management
13 level, policy making, confidential employee.

14 **Request No. 17.** Identify what the "for-cause reasons for terminating" Plaintiff Gentry's
15 employment were as referenced in Local 1107's Affirmative Defense 33. *See* Local 1107
16 Answer, 4/8/19, at 4:4.

17 **Response to Request No. 17.** Local 1107 objects to this Request as it has already been
18 asked and answered. *See* Response to Request No. 6.

19 **Request No. 18.** Identify all third parties that are responsible for Plaintiff Gentry's
20 claims as referenced in Local 1107's Affirmative Defense 39. *See* Local 1107 Answer,
21 4/8/19, at 4:11-12.

22 **Response to Request No. 18.** Local 1107 objects to the Request as argumentative to the
23 extent it requires a conclusion that claims exist. Without waiving the objections, Local
24 1107 has discovered no parties responsive to the Request.

25 **Request No. 19.** Identify all Local 1107 employees that had individual employment
26 contracts with the words "for-cause" in them on the date the Trusteeship over Local
27 1107 was imposed by SEIU International and the positions they held.

1 **Response to Request No. 19.** Local 1107 objects to this Interrogatory as irrelevant and
2 overbroad. Subject to, and without waiving the objections, Dana Gentry (Communication
3 Director), Robert Clark (Financial Director) and Peter Nguyen (Organizing Director) are
4 those presently known have such provisions.

5 **Request No. 20.** Identify all Local 1107 employees that were terminated by Local 1107
6 between April 28, 2017 and May 30, 2017.

7 **Response to Request No. 20.** Local 1107 objects to this Interrogatory as to relevance.
8 Information regarding such terminations, if any, has no bearing on the present matter and
9 is not likely to lead to any evidence that could have a bearing on the present matter.

10 Dated this 3rd day of July, 2019.

11 CHRISTENSEN JAMES & MARTIN

12 By: /s/ Evan L. James
13 Evan L. James, Esq.
14 Nevada Bar No. 7760
15 7440 W. Sahara Avenue
16 Las Vegas, NV 89117
17 Telephone: (702) 255-1718
18 Fax: (702) 255-0871
19 *Attorneys for Local 1107, Luisa Blue and*
20 *Martin Manteca, Local Counsel for SEIU*
21 *International*

22 **VERIFICATION**

23 I declare under penalty of perjury that the foregoing is true and correct based upon
24 my knowledge and or belief.

25 Executed on this 3 day of July, 2019.

26 By: Bundal Mayan
27

CERTIFICATE OF SERVICE

I am an employee of Christensen James & Martin and caused a true and correct copy of the foregoing document to be served on July 3, 2019 upon the following:

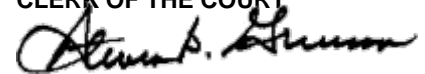
MICHAEL J. MCAVOYAMAYA
Michael J. Mcavoyamaya (14082)
5534 Paseo Del Ray
Las Vegas, NV 89121
Attorney for Plaintiffs

The document was also served electronically as follows:

Michael Macavoyamaya: mmcavoyamayalaw@gmail.com
Jonathan Cohen: jcohen@rsglabor.com
Evan L. James: elj@cjmlv.com

CHRISTENSEN JAMES & MARTIN

By: /s/ Natalie Saville
Natalie Saville



**ORD
ROTHNER, SEGALL & GREENSTONE**

Glenn Rothner (*Pro hac vice*)
Jonathan Cohen (10551)
Maria Keegan Myers (12049)
510 South Marengo Avenue
Pasadena, California 91101-3115
Telephone: (626) 796-7555
Fax: (626) 577-0124
E-mail: jcohen@rsglabor.com

CHRISTENSEN JAMES & MARTIN

Evan L. James (7760)
7440 West Sahara Avenue
Las Vegas, Nevada 89117
Telephone: (702) 255-1718
Fax: (702) 255-0871

Attorneys for Service Employees International Union
and Mary Kay Henry

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DANA GENTRY, an individual; and
ROBERT CLARKE, an individual,

Plaintiffs,

vs.

SERVICE EMPLOYEES INTERNATIONAL
UNION, a nonprofit cooperative corporation;
LUISA BLUE, in her official capacity as
Trustee of Local 1107; MARTIN MANTECA,
in his official capacity as Deputy Trustee of
Local 1107; MARY K. HENRY, in her official
capacity as Union President; SHARON
KISLING, individually; CLARK COUNTY
PUBLIC EMPLOYEES ASSOCIATION
UNION aka SEIU 1107, a non-profit
cooperative corporation; DOES 1-20; and ROE
CORPORATIONS 1-20, inclusive,

Defendants.

Case No.: A-17-764942-C

Dept. 26

**ORDER GRANTING SUMMARY
JUDGMENT IN FAVOR OF
DEFENDANTS**

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input type="checkbox"/> Default Judgment
<input checked="" type="checkbox"/> Motion to Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

1 On December 3, 2019, at 9:30 a.m., in the above-titled courtroom, the Court heard
2 argument concerning the motion for summary judgment of defendants Service Employees
3 International Union (“SEIU”) and Mary Kay Henry (“Henry”); the motion for summary
4 judgment of defendants Nevada Service Employees Union, Local 1107 (misnamed “Clark
5 County Public Employees Association Union aka SEIU 1107”) (“Local 1107”), Luisa Blue and
6 Martin Manteca; and the motion for partial summary judgment of plaintiffs Dana Gentry
7 (“Gentry”) and Robert Clarke (“Clarke”) (collectively, “Plaintiffs”). Jonathan Cohen appeared
8 on behalf of SEIU and Henry. Evan L. James appeared on behalf of Local 1107, Blue and
9 Manteca. Michael J. McAvoyamaya appeared on behalf of Gentry and Clarke.

10 The Court, based on the pleadings and papers in the record, and having considered
11 counsel’s oral arguments, hereby grants summary judgment in favor of all defendants on all
12 claims in the first amended complaint (“FAC”), and denies Plaintiffs’ motion for partial
13 summary judgment.

14 I. Preemption Under the Labor Management Reporting and Disclosure Act

15 The Court finds that all of the claims in the FAC are preempted by the Labor
16 Management Reporting and Disclosure Act, 29 U.S.C. 401, *et seq.* (“LMRDA”).

17 “When Congress does not include statutory language expressly preempting state law,
18 Congress’s intent to preempt state law nonetheless may be implied . . .” *Nanopierce Techs.,*
19 *Inc. v. Depository Trust and Clearing Corp.*, 123 Nev. 362, 371 (2007). For example,
20 “Congress’s intent to preempt state law is implied to the extent that federal law actually conflicts
21 with any state law.” *Id.* Conflict preemption requires a court to determine whether, “in light of
22 the federal statute’s purpose and intended effects, state law poses an obstacle to the
23 accomplishment of Congress’s objectives.” *Id.* at 372.

24 Such a conflict is presented here. The LMRDA is a comprehensive federal statute that
25 regulates the internal affairs of unions. *See* 29 U.S.C. § 401, *et seq.* In *Finnegan v. Leu*, 456
26 U.S. 431 (1982), the U.S. Supreme Court, construing Title I of the LMRDA, observed that the
27 statute “does not restrict the freedom of an elected union leader to choose a staff whose views are
28 compatible with his own.” *Id.* at 441. As the Court emphasized,

1 Indeed, neither the language nor the legislative history of the [LMRDA] suggests that it
2 was intended even to address the issue of union patronage. To the contrary, the
3 [LMRDA's] overriding objective was to ensure that unions would be democratically
4 governed, and responsive to the will of the union membership as expressed in open,
5 periodic elections. Far from being inconsistent with this purpose, the ability of an elected
6 union president to select his own administrators is an integral part of ensuring a union
7 administration's responsiveness to the mandate of the union election.

8 *Id.* (internal citation omitted).

9 Relying on *Finnegan*, in *Screen Extras Guild, Inc. v. Superior Court*, 51 Cal.3d 1017
10 (1990), the California Supreme Court held that conflict preemption barred the plaintiff's claims
11 against her former employer, a labor union, for wrongful discharge in breach of an employment
12 contract, intentional and negligent infliction of emotional distress, and defamation, and directed
13 the trial court to enter judgment in favor of defendants. *See id.* at 1024-33. The court held that
14 "to allow [wrongful discharge] actions to be brought by former confidential or policymaking
15 employees of labor unions would be inconsistent with the objectives of the LMRDA and with the
16 strong federal policy favoring union democracy that it embodies." *Id.* at 1024. The court
17 reasoned that "[e]lected union officials must necessarily rely on their appointed representatives
18 to carry out their programs and policies. As a result, courts have recognized that the ability of
19 elected union officials to select their own administrators is an integral part of ensuring that
20 administrations are responsive to the will of union members." *Id.* at 1024-25. Thus, "allowing
21 [wrongful discharge claims] to proceed in the California courts would restrict the exercise of the
22 right to terminate which *Finnegan* found [to be] an integral part of ensuring a union
23 administration's responsiveness to the mandate of the union election." *Id.* at 1028 (internal
24 quotation marks and citations omitted).

25 Because this is an issue of first impression in Nevada, the Court looks to *Screen Extras*
26 *Guild* as persuasive authority and applies it here. *See Whitemaine v. Aniskovich*, 124 Nev. 302,
27 311 (2008) ("As this is an issue of first impression in Nevada, we look to persuasive authority for
28 guidance."). The decision is particularly persuasive given that several other jurisdictions have

1 adopted its holding.¹ See, e.g., *Packowski v. United Food & Commercial Workers Local 951*,
2 796 N.W.2d 94, 100 (Mich. Ct. App. 2010); *Vitullo v. Int'l Bhd. of Elec. Workers, Local 206*, 75
3 P.3d 1250, 1256 (Mont. Sup. Ct. 2003); *Dzwonar v. McDevitt*, 791 A.2d 1020, 1024 (N.J. App.
4 Div. 2002), *aff'd on other grounds*, 828 A.2d 893 (N.J. Sup. Ct. 2003); *Young v. Int'l Bhd. of*
5 *Locomotive Eng'rs*, 683 N.E.2d 420 (Ohio Ct. App. 1996).

6 Based on the foregoing, the Court finds and concludes that Plaintiffs are policymaking
7 and/or confidential staff whose claims are preempted under the LMRDA. Notably, Plaintiffs
8 have described themselves in briefs to this Court as former managers at Local 1107.² See *Screen*
9 *Extras Guild*, 51 Cal.3d at 1028 (concluding that "Congress intends that elected union officials
10 shall be free to discharge management or policymaking personnel."); see *id.* at 1031 ("Smith
11 herself acknowledges . . . she was considered a management employee."). The evidence of
12 Plaintiffs' former job duties and responsibilities reinforces that conclusion, establishing that they
13 each had significant responsibility for developing and implementing union policy in a wide range
14 of matters. See *id.* at 1031. The evidence also establishes that Plaintiffs had access to sensitive
15 confidential materials regarding the internal affairs of Local 1107. See *id.* at 1029 (noting that
16 "confidential staff are in a position to thwart the implementation of policies and programs" at a
17 union); *Thunderburk v. United Food and Commercial Workers' Union*, 92 Cal. App. 4th 1332,
18 1343 (2001) (holding that secretary was confidential employee within meaning of *Finnegan*

19
20 ¹ Plaintiffs argue that *Screen Extras Guild* does not apply here because the Local 1107 Trustees
21 who terminated their employment were not elected to their positions, but instead appointed
22 pursuant to SEIU's emergency trusteeship order. The Court disagrees. Several courts have
23 concluded that the holding of *Finnegan* applies equally to appointed union leaders. See *Vought*
24 *v. Wisconsin Teamsters Joint Council No. 39*, 558 F.3d 617, 622-23 (8th Cir. 2009); *English v.*
Service Employees Int'l Union, Local 73, Case No. 18-c-5272, 2019 WL 4735400, *3-*4 (N.D.
Ill. Sep. 27, 2019); *Dean v. General Teamsters Union, Local Union No. 406*, Case No. G87-286-
CA7, 1989 WL 223013, *5 (W.D. Mich. Sept. 18, 1989).

25 ² See Plaintiffs' Motion for Partial Summary Judgment, filed 9/26/18, at 11:19-20 ("It cannot be
26 disputed that Ms. Gentry and Mr. Clarke were hired *to their management positions* with Local
27 1107 by former Local 1107 President Cherie Mancini.") (emphasis added); see also *id.* at 11:21
28 (stating that Plaintiffs were "*management employees* that were not covered by" staff union
collective bargaining agreement) (emphasis added); Plaintiffs' Reply in Support of Motion for
Partial Summary Judgment, filed 11/1/18, at 18:8 (admitting that Plaintiffs were "*management*
employees that answered to [the union's former president].") (emphasis added).

1 where she “had access to confidential union information, which, if disclosed, could have
2 thwarted union policies and objectives”); *Hodge v. Drivers, Salesmen, Warehousemen, Milk*
3 *Processors, Cannery, Dairy Employees & Helpers Local Union 695*, 707 F.2d 961, 964 (7th Cir.
4 1983) (holding that secretary was confidential employee within meaning of *Finnegan* where she
5 had “wide-ranging . . . access to sensitive material concerning vital union matters”).

6 II. Preemption of Plaintiff Gentry’s Defamation Claim

7 In addition to grounds cited above, plaintiff Gentry’s defamation claim against Local
8 1107 is preempted because it interferes with the internal management of Local 1107. “Federal
9 labor law preempts state defamation law when applied in ways that interfere with the internal
10 management of union.” *Sullivan v. Conway*, 157 F.3d 1092, 1099 (7th Cir. 1998).

11 Local 1107’s Executive Board had a duty to address the concerns of former Local 1107
12 Executive Vice-President Sharon Kisling, who raised her concerns about the internal
13 management of Local 1107 during a closed session Executive Board meeting. The union then
14 enlisted its attorney to investigate Kisling’s concerns. Local 1107 and its officers were required
15 to receive and investigate Kisling’s concerns, and they did so without subjecting themselves to
16 liability for defamation. *See id.* at 1099.

17 III. Liability of SEIU and Henry.

18 In addition to the grounds described above, the Court finds and concludes that SEIU and
19 Henry are not liable for any of the claims in the FAC because Plaintiffs did not have any
20 employment contract with SEIU or Henry, and because Plaintiffs were not employed by SEIU
21 and Henry. In the absence of any contractual or employment relationship between them and
22 SEIU or Henry, Plaintiffs have failed to establish any basis for the claims against SEIU or Henry
23 in the FAC. Additionally, the Court finds and concludes that Plaintiffs have failed to raise a
24 genuine issue of material fact regarding their claim against SEIU and Henry for intentional
25 interference with contract.

26 ///


27 ///

28 ///

1 Based on the foregoing, the Court grants summary judgment in favor of defendants
2 Service Employees International Union, Mary Kay Henry, Nevada Service Employees Union,
3 Local 1107, Luisa Blue, Martin Manteca, and Sharon Kisling, on all claims in the first amended
4 complaint, and denies Plaintiffs' motion for partial summary judgment.

5 **IT IS SO ORDERED.**

6
7
8 DATED: December 30, 2019 EIGHTH JUDICIAL DISTRICT COURT

9
10 
11 HONORABLE GLORIA J. STURMAN
DISTRICT COURT JUDGE

12 Submitted By:

13 CHRISTENSEN JAMES & MARTIN

14
15 By Evan L. James
16 EVAN JAMES
17 Attorneys for Service Employees International Union,
Local 1107, Martin Manteca
and Luisa Blue

18
19 ROTHNER, SEGALL & GREENSTONE

20
21 By J. Cohen
22 JONATHAN COHEN
23 Attorneys for Service Employees International Union
and Mary Kay Henry

24 Reviewed By:

25
26 By Michael J. McAvoyamaya
27 MICHAEL J. MCAVOYAMAYA
Attorney for Dana Gentry and Robert Clarke



Service Employees International Union

SEIU Local 1107
3785 E. Sunset Road, Suite 1
Las Vegas, NV 89120

Constitution and Bylaws

As Amended April 2010 and January 2012

CHARGES
HEARING OFFICER

EXHIBIT 2

10/29/18

Stephanie Coop Guzman
CSR 13748

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ATTACHMENT 1 CHANGES IN APRIL 2010 AMENDMENT
ATTACHMENT 2 CHANGES IN JANUARY 2012 AMENDMENT

PREAMBLE

As almost every improvement in the condition of working people has been accomplished by the efforts of organized Labor and as the welfare of wage, salary, and professional workers can best be protected and advanced by their united action in one International Union, we have organized this Local Union and are affiliated with the Service Employees International Union and have adopted the following Constitution and Bylaws:

ARTICLE 1

NAME

The name of this Local Union shall be the Nevada Service Employees Union (NSEU), SEIU Local 1107, affiliated with the Service Employees International Union, CTW, CLC (also referred to herein as the "International" or the "International Union"), and shall hereinafter be referred to as the "Local Union" or the "Union".

The name of the Local Union shall not be used publicly by any person or organization, including any member, other than by members for use on their membership cards for identification purpose, without express written permission of the Executive Board. This shall not restrict the Officers, appointees or agents of the Local Union in the use of the name to carry out the purpose and business of the Local Union.

ARTICLE 2

MISSION STATEMENT

We are public and private sector and healthcare employees in Nevada. We are taxpayers, parents property owners and renters, community activists and leaders. We believe workers are the most valuable resource of any organization and we are committed to excellence in the services we provide and in improving our communities.

We are affiliated with the Service Employees International Union, united by the belief in the dignity and their families and creating a more just and humane society.

We are the public workers, healthcare workers, building service workers, office workers, professional workers, and industrial and allied workers. We seek a stronger Union to build power for ourselves and to protect the people we serve.

Women and men of every race, ethnicity, religion, age, physical ability and sexual orientation, we are the standard-bearers in the struggle for social and economic justice begun nearly a century ago by janitors who dared to dream beyond their daily hardships and to organize for economic security, dignity and respect.

Our vision is of a society:

Where all workers and their families live and work in dignity,

Where work is fulfilling and fairly rewarded,

Where workers have a meaningful voice in decisions that affect them.

Where workers have the opportunity to develop their talents and skills,

Where the collective voice and power of workers is realized in democratic and progressive unions.

Where Union solidarity stands firm against the forces of discrimination and hate and the unfair employment practices of exploitative employers.

Where government plays an active role in improving the lives of working people.

To achieve this vision:

We must organize workers, extending to them the gains of unionism while securing control over our industries and labor markets.

We must build political power to ensure that workers' voices are heard at every level of government to create economic opportunity and foster social justice.

We must provide meaningful paths for member involvement and participation in strong, democratic unions.

We must develop highly trained and motivated leaders at every level of the Union who reflect the membership in all its diversity.

We must bargain contracts that improve wages and working conditions, expand the role of workers in workplace decision-making, and build a stronger Union.

We must build coalitions and act in solidarity with other organizations who share our concern for social and economic justice.

We must engage in direct action that demonstrates our power and our determination to win.

To accomplish these goals we must be unified – inspired by a set of beliefs and principles that transcends our social and occupational diversity and guides our work.

We believe we can accomplish little as separate individuals, but that together we have the power to create a just society.

We believe unions are the means by which working people build power – by which ordinary people accomplish extraordinary things.

We believe our strength comes from our unity, and that we must not be divided by forces of discrimination based on gender, race, ethnicity, religion, age, physical ability or sexual orientation.

We believe our power and effectiveness depend upon the active participation and commitment of our members, the development of our leaders and solidarity with each other and our allies.

We believe we have a special mission to bring economic and social justice to those most exploited in our community – especially to women and workers of color.

We believe our future cannot be separated from that of workers in other parts of the world who struggle for economic justice, a decent life for their families, peace, dignity and democracy.

We believe unions are necessary for a democratic society to prevail, and that unions must participate in the political life of our society.

We believe we have a moral responsibility to leave the world a better place for our children – and everyone's children.

ARTICLE 3

OBJECTIVES AND PURPOSES

Section 1. Objective and Purpose of this Constitution and Bylaws

The objective and purpose of this Constitution and Bylaws is to provide rules not in conflict with any higher authority and to govern the Local Union. The sole intent of this Constitution and Bylaws is to establish rules of acceptance self-government.

Section 2. Objective and Purposes of the Local Union

The objectives and purposes of the Nevada Service Employees Union are to benefit its members and improve their working conditions by all means, including but not limited to the following:

1. Organize and unite all workers within our jurisdiction;
2. Achieve recognition and respect;
3. Assure that all workers are treated equally and fairly, with dignity and respect, and have a true voice in the workplace;
4. Secure workplace democracy;
5. Promote and protect our economic and social interests;
6. Secure and improve wages, hours, benefits and working conditions through organization, collective bargaining, legislative and political action, united action and the utilization of other lawful means;
7. Protect and enhance civil liberties by exposing and fighting all forms of bigotry, prejudice, intolerance and discriminatory practices;
8. Expand our strength and influence;
9. Support legislative and political actions to ensure that workers' voices are heard at every level of government;
10. Protect and preserve the Local Union as an institution;
11. Foster a better understanding between our membership and the general public;
12. Join with the rest of Organized Labor in Solidarity in all efforts to achieve a better life for working men and women everywhere;
13. By engaging in all such civic, social, political, legal, economic, cultural, educational, charitable, and other activities, whether on local, national, or international levels, as will advance this Union's standing in the community and the labor movement and further the interest of this organization and its membership, directly or indirectly; and
14. By affiliating workers in independent organizations through agreements which recognize the long history, unique needs and traditions, and successes of such organizations, and making every effort possible to provide such organizations the same types of services which have benefited our existing members.

ARTICLE 4

JURISDICTION

The jurisdiction of this Local Union shall be all public and private sector and healthcare employees in Nevada, and any additional private and public sector jurisdictions as may be authorized by the Service Employees International Union, CTW, CLC.

ARTICLE 5

MEMBERSHIP

Section 1. Definitions of Employee Members

A. Public Sector Employee Member

A public sector employee member is a member who is a public sector employee as defined by the Nevada Revised Statutes (NRS), Chapter 288, as amended, or any other applicable law.

B. Private Sector Employee Member

A private sector employee member is a member who is a private sector employee as defined by the National Labor Relations Act (NLRA), as amended, or any other applicable law.

Section 2. No Discrimination

There shall be no discrimination or advocating of discrimination against any member or applicant for membership for reason of race, color, gender, gender expression, creed, national origin, disability, religion, ancestry, political opinion, affiliations, age, sexual orientation citizenship status or marital status.

Section 3. Membership Categories

A. Regular Member.

Bargaining unit eligible employees in Bargaining Units represented by the Local Union are eligible to be Regular Members of the Local Union, with full membership rights and benefits, by signing, completing and submitting to the Local Union a membership application and dues deduction agreement card, and by timely payment of the appropriate and correct amount of dues, maintaining a member in good standing status. Probationary employees are eligible for regular membership. Although they may not be covered by all provisions of the applicable Collective Bargaining Agreement, including but not limited to just cause job protection, until they are off of and have completed probation, probationary employees may nevertheless choose to become a Regular Member of this Local Union at any time during their probation by payment of dues.

B. Associate Member.

Union staff, former or prospective members, who are not employed in Bargaining Units represented by this Local Union may become Associate Members by signing, completing and submitting to the Local Union a membership application and dues deduction agreement card and by timely payment of the appropriate and correct amount of dues, which shall be the same as the dues of regular members, maintaining a member in good standing status. Associate Members will be allowed to attend membership meetings of the Local Union, as the Executive Board deems appropriate, but shall have no voting rights at such meetings nor the right to nominate or run for Union office.

C. Retired Member.

A Regular Member, as described in Section 3 (A), who retires from employment and who has been a member in continuous good standing for at least one (1) year prior to retirement, is eligible for membership as a Retired Member. Retired Members shall have the right to vote in Local Union elections, but may not run for office nor nominate any candidate for office. Retired Members shall pay appropriate dues, which shall be one-third (1/3) the dues that Regular Members pay.

D. Life Member.

Retired members who are 75 years of age or older, and who have been paying dues continuously to the Local Union, either as regular members or retired members, for at least ten (10) years immediately prior thereto, shall be considered to be Life Members and shall have no continuing dues obligations, but they shall nonetheless be eligible to enjoy all the benefits and privileges of retired members in the International Union.

E. Probationary Employee Member

Probationary employees, provided they are bargaining unit eligible in a bargaining unit represented by the Local Union, are eligible for regular membership. Although they may not be covered by all provisions of the applicable Collective Bargaining Agreement, including but not limited to just cause job protection, until they are off of and have completed probation, probationary employees may nevertheless choose to become a regular member of this Local Union at any time during their probation by timely payment of the appropriate and correct amount of dues. By signing, completing and submitting to the Local Union a Membership Application and Dues Deduction Agreement card, whether or not such a probationary employee member pays dues or not, they are allowed to vote in Union elections, including Officer elections.

F. Organizing/Prospective Member.

Any employee in a jurisdiction in which this Local Union is organizing may become an organizing/prospective member of the Local Union by signing, completing and submitting to the Local Union a Membership Application and Dues Deduction Agreement card and no dues shall be collected by this Local Union for newly organized/prospective members who sign a membership application and dues deduction agreement authorization card until the first Collective Bargaining Agreement is ratified by the membership of the newly organized jurisdiction and is in place between this Local Union and the employer. In continuation of the past practice of the Local Union, such organizing/prospective members do not have the right to run for or nominate for any office or position in the Local Union or to vote on any election in the Local Union until their first Collective Bargaining Agreement is ratified.

ARTICLE 6

MEMBERSHIP OBLIGATIONS

Section 1. Observation of the Constitution and Bylaws

Members of this Local Union pledge to faithfully observe the Constitution and Bylaws of this Local Union and of the Service Employees International Union, CTW, CLC (The International). Members promise never to discriminate against another member nor see another wronged if in their power to prevent it.

Section 2. Exclusive Bargaining Agent

Every member in a Bargaining Unit of this Local Union, by virtue of his/her membership in this Local Union, authorizes this Local Union, as directed by the General Membership, to act as the exclusive bargaining agent and representative with full and exclusive power to execute agreements with members' employers governing terms and conditions of employment. Such member further authorizes this Local Union to act for all members, including the individual member, and have final authority in presenting, processing and adjusting any individual or group grievance, difficulty or dispute arising under his/her Collective Bargaining Agreement or out of his/her employment with such employer, in such manner as this Local Union determines.

Section 3. Terms and Conditions

Each member shall adhere to the terms and conditions of his/her respective Collective Bargaining Agreement or other applicable agreements and shall refrain from any conduct that would interfere with the performance by this Local Union of its contractual obligations.

Section 4. Non Disestablishment

No member shall be a party to any activity to secure the disestablishment of this Local Union as the collective bargaining agent for any employee or group of employees.

Section 5. Use of Name, Union Letterhead, Union Logo, Etc.,

The name, Union letterhead, Union logo, etc., of the Local Union shall not be used publicly by any person, member, steward, Officer, committee, or staff person, without express written permission of the Executive Board, the President, or the Executive Vice President. This shall not restrict the Officers, appointees, agents or staff of the Local Union in the use of the name, letterhead, logo, etc., to carry out the purpose and business of the Local Union.

Section 6. Collective Bargaining Agreement Enforcement

It is the responsibility and the right of every member to enforce the Collective Bargaining Agreement however, members, including Officers, and staff, shall not have any authority in any manner, either directly or indirectly, to make any change in wages, hours or working conditions, or grant any new demands that are contrary or in any way different to the wage, hours or working conditions in existence pursuant to the applicable Collective Bargaining Agreement and any past practices.

Section 7. Organizational Authority And Agency

Every member has the right to be active in the Local Union, however, a member shall not make any representation on behalf of the Local Union or vote on any issue or have authority that would bind

and hold responsible the Local Union without the prior written permission of the Executive Board, or the permission of any two of the following: the President, the Executive Vice President.

ARTICLE 7

OFFICERS

Section 1. Officers

The Officers of this Local Union shall be a President, an Executive Vice President, a Secretary, a Treasurer, and three (3) Trustees. The Officers shall also include a Vice President from each Bargaining Unit (or employer jurisdiction if two or more Bargaining Units have the same employer) and at least one (1) Chief Steward from each Chapter. The succession of Officers shall be the following Officers which are elected by the membership at large:

The President
The Executive Vice President

Section 2. Electorate

The President, Executive Vice President, Secretary, Treasurer, and three (3) Trustees shall be elected by the membership at large. The Vice Presidents shall be elected by the members of their respective Bargaining Units (or employer jurisdiction if two or more Bargaining Units have the same employer). The Chief Stewards shall be elected by the members of their respective Chapters.

Section 3. Qualifications For and Terms of Office

A. Qualifications for Office

No person who has been convicted of a felony as defined in Section 504 of the Landrum-Griffin Act (or an indictable offense in Canada) shall, in accordance with applicable law, be eligible to hold office in this Local Union. No person shall be eligible for nomination as an Officer or for any other elected position of the Local Union who has not been a member in continuous good standing in regard to dues paying requirements, in the Local Union for at least two (2) years immediately preceding the nomination. In cases of newly represented jurisdictions (less than two years), the nominee must have been a member for the entire time the jurisdiction has been represented by the Local Union.

B. Terms of Office

All Officers of this Local Union shall serve three (3) year terms (except if elected to serve the remainder of a term for a vacant Officer position in accordance with Article 13 of this Constitution and Bylaws or except if elected as an additional/second Chief Steward in accordance with this Constitution and Bylaws) and may serve any number of consecutive terms.

Section 4. Duty to Attend and Report at Executive Board Meetings and Membership Meetings.

A. Attendance

All Officers of this Local Union have the duty to attend Executive Board meetings. If an Officer has two (2) unexcused absences at Executive Board meetings in a twelve (12) calendar month period, the Secretary of this Local Union shall send a written letter to that Officer, and the other Officers from the same Bargaining Unit, that if he/she has a third unexcused absence in a twelve (12) calendar month period at Executive Board meetings, he/she will be charged with failure to perform the duties of the office and may be removed from the office pursuant to Article 21 – Trials and Appeals. An Officer of this Local Union may be removed from office by the Trial Body after a trial when the Officer has three (3) unexcused absences in a twelve (12) calendar month period at Executive Board meetings. The Secretary of this Local Union shall notify the Executive Board and the Officer involved when any Officer has three (3) unexcused absences in a twelve (12) calendar month period from Executive Board meetings of the trial and possible removal of the Officer.

All Officers of this Local Union are also expected to attend membership meetings (as provided for in Article 12 – Membership Meetings) when held.

B. Reports

All Officers of this Local Union have the duty to report, both orally and in writing, their activities at Executive Board meetings and at Membership meetings (as provided for in Article 12).

Section 5. Expenses

In recognition of the responsibilities of the office, the Officers of the Local Union may be paid an expense allowance as determined by the Executive Board.

Section 6. The President

A. Accountability

The President of this Local Union shall be accountable to all the members of this Local Union and to the Executive Board and shall report to the Executive Board.

B. Duties

The President shall be the presiding Officer of the Local Union. The duties of the President shall include, but not be limited to:

1. Preside at all meetings of the Executive Board and at membership meetings, conference, conventions and other Union functions, as necessary;
2. Call special meetings of the Executive Board, membership or specific committees and other bodies of the Union, as necessary;
3. Participate and support in the organizing efforts for new members of this Local Union by visiting the work sites of the membership at large from time to time;
4. Sign all Collective Bargaining Agreements as the Local Union's official representative after ratification by the membership and signatures of the appropriate negotiating committees and/or staff;
5. Serve as an ex-officio member of all bargaining committees of the Local Union and it is the very important duty and responsibility of the President to actively take part in and

- stay informed of bargaining in all areas and to participate with the bargaining committees (see Article 16 – Collective Bargaining, Section 6 – Bargaining Committee);
6. Coordinate policies and act as liaison to the Local department Directors;
 7. Serve as the Local Union's first delegate to the SEIU International Convention and to all other conferences and conventions for which the Local Union is eligible to participate;
 8. Serve as an ex-officio member of all committees of the Local Union;
 9. Make appointments to any vacant position(s) with the advice and consent of the Executive Board, as consistent with the provisions of this Constitution and Bylaws;
 10. Appoint Stewards with the advice and consent (input and approval) of either the Vice President of that Bargaining Unit or the Chief Steward of that Chapter;
 11. Co-sign all checks, vouchers, orders on funds, contracts and agreements of the Local Union, subject to the policies of the Executive Board and the Constitution and Bylaws;
 12. Perform other duties as may be assigned by the Executive Board; and
 13. Preside over the Local Union's Constitutional Conventions

In recognition of all of the duties of the office of President, the importance of the office, the goal of being available for and with all the members, and that the President is the highest ranking elected Officer of this Local Union, it shall be a continuing goal of this Local Union that the President be granted from his/her employer forty (40) hours release time each week with pay including premiums and the accrual of the earned benefits to accomplish Union business, and that when an employee has completed their service as President, they shall be returned to their previous position without loss of any status or benefit governed by the applicable Collective Bargaining Agreement. Where this exists in a Collective Bargaining Agreement, it shall be vigorously defended, and where this does not exist in a Collective Bargaining Agreement, it shall be a major goal of the respective bargaining committee to achieve. In all cases, the objective is to have an available and working President responsive to all the members, and that the President be able to achieve this while incurring no economic harm. This Local Union shall make reasonable efforts to ensure no financial loss to the member during their term of office as President.

Section 7. Executive Vice President

A. Accountability

The Executive Vice President shall be accountable to all the members of the Local Union and to the Executive Board and shall report to the President of this Local Union.

B. Duties

The duties of the Executive Vice President shall include, but not be limited to:

1. Report to the President on his/her activities;
2. Coordinate the organizing and recruitments of new members;
3. Serve in the absence of the President and perform Presidential duties at such time;
4. Complete the term of the President should be President be unable to complete it; and
5. Perform other duties as may be assigned by the President.

Section 8. Secretary

A. Accountability

The Secretary shall be accountable to all the members of this Local Union and to the Executive Board and shall report to the President of this Local Union.

B. Duties

The duties of the Secretary shall include, but not be limited to:

1. Keep an accurate record of proceedings and attendance of all Executive Board and Membership meetings (as provided for in Article 12), and keep an accurate record and file of all written reports by Officers, and record the actions and minutes of the meetings of the Executive Board and general membership, and the minutes of the last Executive Board meeting and the agenda of the next Executive Board meeting (which may be subject to change) shall be transmitted and mailed or delivered prior to the next Executive Board meeting to each Officer no later than fifteen (15) calendar days from the previous Executive Board meeting and shall be available to the membership at large upon request;
2. Furnish the chairperson of each committee a copy of such resolutions as may be adopted by the Local Union, applicable to that committee's respective duties;
3. The Secretary shall send a written letter to an Officer, and to the other Officers from the same Bargaining Unit, if the Officer has two (2) unexcused absences at Executive Board meetings in a twelve (12) calendar month period. The letter shall warn the Officer that if he/she has a third unexcused absence at Executive Board meetings in a twelve (12) calendar month period, he/she will be charged with failure to perform the duties of the office and may be removed from office pursuant to Article 21 – Trials and Appeals. The Secretary shall notify the Executive Board and the Officer involved when any Officer has three (3) unexcused absences at Executive Board meetings in a twelve (12) calendar month period of the Trial and possible removal of the Officer; and
4. In the case where the office of Treasurer is declared vacant, the Secretary shall assume the duties of the office of Treasurer until the office is no longer vacant (until a newly elected Officer fills the vacant position).

Section 9. Treasurer

A. Accountability

The Treasurer shall be accountable to all the members of this Local Union and to the Executive Board and shall report to the President and Trustees of this Local Union. The Treasurer will work with the President of this Local Union.

B. Duties

The duties of the office of Treasurer shall include, but not limited to:

1. Co-sign all checks drawn against Local Union accounts, whenever possible;
2. Attend all meetings of the Finance Committee;

3. Co-sign all checks, vouchers, orders on funds, contracts and agreements of the Local Union, subject to the policies of the Executive Board and the Constitution and Bylaws of this Local Union;
4. Submit a monthly financial report of the Local Union of the Trustees and the Executive Board of the previous month's actual income and actual Expenses versus budgeted Income and Expenses, and prepare a short, less than one page, narrative describing the highlights of the Local Union's budget, to be submitted at each Executive Board meeting;
5. In conjunction with the Finance Committee and the President, prepare and present a proposed annual budget to the Executive Board;
6. As appropriate, make recommendations for the investment and/or deposition of Union funds and
7. In the case where the office of Secretary is declared vacant, the Treasurer shall assume the duties of the office of Secretary until the office is no longer vacant (until a newly elected Officer fills the vacant position).

Section 10. Trustees

A. Duties

Trustees shall be elected from the membership at large and shall have duties which include, but are not limited to:

1. Act as guardians of the welfare of the Local Union;
2. See that the Officers fulfill their duties and obligations and that the Local Union Constitution and Bylaws are followed and that parliamentary procedure is adhered to;
3. Examine all bills presented and report on them to the Executive Board; and
4. Examine the books of the Local Union and, with the approval of the Executive Board, arrange for a financial review once every year and an independent audit once every three (3) years (but not necessarily both), of financial records of the Local Union, and at periods of time deemed appropriate by the Trustees, as approved by the Executive Board. At the conclusion of a review or independent audit, a report on same shall be made by the Trustees to the Executive Board. Therefore, there shall be a financial review once every year, and once every three years there shall be an independent audit of the financial records of the Local Union. The independent audits should be conducted in a time period to coincide with the elections of Officers and when their term of office would start and with the end of the fiscal year. A financial review or are independent audit shall take place following the month of June. Thus, an independent financial audit shall be conducted after June of 2001. A financial review shall be conducted after June of 2002, and after June 2003. In the year of 2004, an independent financial audit shall be conducted, and this cycle will continue into the future. The Executive Board may request a financial review or an independent audit at any time it deems appropriate.

Section 11. Vice Presidents

A. Jurisdiction

There shall be one Vice President from each Bargaining Unit represented by the Local Union (e.g., Addus, AMR, Southern Nevada Regional Housing Authority, Clark County Non-Supervisory Unit, Clark County Supervisory Unit, Southern Nevada Health District, Desert Springs Hospital, Las Vegas Convention and Visitors Authority Non-Supervisory, Las Vegas

Convention and Visitors Authority Supervisory, Valley Hospital, St Rose Hospitals, Southern Hills Hospital, Sunrise Hospital, Mountain View Hospital, Renown Medical Center, North East Nevada Regional Hospital (Elko), Regional Transportation Commission and University Medical Center of Southern Nevada). Vice Presidents shall be elected by the members of the Local Union employed by the Bargaining Units they represent.

In the event that two (2) or more Bargaining Units have the same employer, one (1) Vice President shall be elected from the employer jurisdiction that is made up of the Bargaining Units for each of the supervisory and non-supervisory units when applicable.

B. Accountability

Vice Presidents shall be accountable to the membership which elected them to office and to the Executive Board and shall report to the President of this Local Union. The Vice Presidents will work with the Local Union Field Staff Representative(s).

C. Duties

Vice Presidents shall have duties which include, but not limited to:

1. Coordinate the organizing and recruitment of new members within their areas;
2. If from the Bargaining Unit that is in collective bargaining negotiations, automatically serve on the Bargaining Committee; and furthermore, if an election for office occurs while bargaining is in process and not reelected to office, shall still retain position on and continue to serve on the Bargaining Committee (see Article 16 – Collective Bargaining, Section 6 – Bargaining Committee);
3. Resolve disputes between Chapters and/or Chief Stewards, Stewards, and members, within the Bargaining Units they represent;
4. Attend any meetings with administrators or executive management in their respective Bargaining Units;
5. Give advice and consent (input and approval) to the President on the appointment of Stewards; and
6. If the Chief Steward is unavailable, for any reason, for an extended period of time, for example, due to illness, vacation, etc; then the Vice President shall perform the Chief Steward duties in the workplace until the Chief Steward returns and is available, and in the case of a vacant Chief Steward Officer position, until a new Chief Steward is elected.
7. Have such powers and perform such other duties as may be assigned by the Executive Board.

Section 12. Chief Stewards

A. Jurisdiction

There shall be at least one (1) Chief Steward in each Chapter of each Bargaining Unit represented by this Local Union. If, at any time, a Chapter has one thousand five hundred (1,500) or more dues paying Union members, and that Chapter has a Union membership level based on the applicable bargaining unit number of employees of sixty-five percent (65%) or greater, then that Chapter shall be entitled to an additional/second Chief Steward. The nomination and election shall occur at this time in accordance with this Constitution and

Bylaws. Chief Stewards shall be elected by the members of the Local Union employed by the Chapters they represent.

B. Accountability

Chief Stewards shall be accountable to the membership that elected them to office and to the Executive Board and shall keep the Vice President of the Bargaining Unit that they are from and represent informed of their actions. The Chief Stewards will work with the Local Union Field Staff Representative(s).

C. Duties

The Chief Stewards duties and obligations shall include, but not limited to, the following:

1. Serve as communication link between the Local Union Executive Board and the Stewards;
2. Distribute directly to Stewards and members any material and information which must be dispensed to members in a timely manner;
3. Distribute "New Member" packets to members and/or Stewards for distribution to new members;
4. Keep all Stewards and members at the work location informed of Local Union activities through regular meetings, updated bulletin boards, and timely distribution of special information;
5. Serve as an organizer and recruit new members for this Local Union at his/her work location;
6. Assist in contract action campaigns and keep members informed during contract negotiations;
7. If from the Bargaining Unit that is in collective bargaining negotiations, automatically serve on the Bargaining Committee, if he/she chooses to do so (if a Chapter has two (2) Chief Stewards, then only (1) shall automatically serve on the Bargaining Committee, and this shall be decided amongst the Chief Stewards, however, if a decision is unable to be reached then the Chief Steward who received the most votes will serve on the Bargaining Committee, and in the event of a tie, then a coin toss shall determine the outcome); and, furthermore, if an election for office occurs while bargaining is in process and not reelected to office, shall still retain position on and continue to serve on the Bargaining Committee, if he/she chooses to do so (see Article 16 – Collective Bargaining, Section 6 – Bargaining Committee);
8. Assist the Stewards with Grievances and keep stewards informed and involved about grievances in their work areas;
9. Enforce the Collective Bargaining Agreement, however, Chief Stewards shall not have any authority in any matter, either directly or indirectly, to make any change in wages, hours or working conditions, or grant any new demands that are contrary or in any way different to the wage, hours or working conditions in existence pursuant to the applicable Collective Bargaining Agreement;
10. Receive and, as appropriate, process grievances, and report them within three (3) working days to the Field Representative and give copies of all grievances to the Field Representative. Investigations of every problem or incident must be fair and complete. Each member must be kept informed about each step taken on his/her behalf and there is to be coordination between the Chief Steward and Field Representative on grievances;

11. Within thirty (30) days of being elected, appoint a member to each standing committee;
12. Visit the Local Union office at least once a week to check your mail and receive new information;
13. Notify the Local Union office in a timely manner of any Steward resignations or requests for appointments;
14. Give advice and consent (input and approval) to the President on the appointment of Stewards;
15. Honor your commitments to any and all meetings and committees;
16. Listen to and communicate with your Stewards;
17. Participate in, and encourage and recruit your members to become involved with the various Local Union activities;
18. Attend Steward Training and mandatory monthly Steward meetings;
19. Work with all to establish a strong and unified workplace;
20. As important as any of these duties, put personal agendas aside, and shall in all instances work for the greater good of all members.

D. Additional Chief Steward

In the event that a Chapter has one thousand five hundred (1,500) or more dues paying Union members, and that Chapter has a Union membership level of sixty-five percent (65%) or greater based on the applicable bargaining unit employees, then such a Chapter shall be entitled to an additional or second Chief Steward. The nomination and election for this office shall take place in accordance with this Constitution and Bylaws. If this provision is met at the time of a nomination meeting, then the second Chief Steward shall be elected along with all other Officers. However, if this provision is met during the three (3) year elected term of office cycle for all other Officers, then this second Chief Steward shall be nominated and elected accordingly at such time, but the term of office shall not be three (3) years, rather, it shall be to the end of the three (3) year elected cycle as if the second Chief Steward was elected along with all other Officers of this Local Union. In the event the second Chief Steward office becomes vacant, the provisions of Article 13 of this Constitution and Bylaws control. In the event the Chapter duly elects a second Chief Steward and subsequently falls below the threshold membership level which entitles the Chapter to a second Chief Steward, and at the time of the next nomination meeting the Chapter is below the threshold membership level which entitles the Chapter to a second Chief Steward, then that second Chief Steward office position will no longer exist, but shall be nominated and elected again when the Chapter obtains the required membership level.

Section 13. Convention Delegates

All Officers of this Local Union who were in conformity with all applicable statutes shall, by virtue of such election, be considered to be eligible delegates to any International Convention which may take place during their term of office.

If a number less than all the Officers of the Local Union are authorized to attend an International, due to budgetary constraints or delegate/alternate limitation, the order in which the Officers are designated shall be as follows: President, Executive Vice President, Secretary, Treasurer, and Trustees (the order of Trustees who attend conventions, if less than three, shall be determined by their years of service in SEIU.) If a number more than all the Officers of this Local Union is authorized to attend, then nominations and a secret ballot election of additional delegates and alternates shall be conducted by the Executive Board of this Local Union consistent with the

provisions of this Constitution and Bylaws (i.e., nominated at a Special Membership Meeting or by a petition signed by at least fifty (50) members in good standing).

ARTICLE 8

EXECUTIVE BOARD

Section 1. Definition

The Executive Board is the governing body of this Local Union and is authorized and empowered to take all lawful actions consistent with the Constitution and Bylaws of this Local Union. Actions of the Executive Board shall become effective immediately and shall be considered the action of the Local Union. The actions of the Executive Board shall be decided by a majority vote of those members present, unless otherwise required by any other provision of this Constitution and Bylaws.

The Executive Board shall meet monthly, unless it decides, by a majority vote of those members present, to meet more or less frequently.

The actions and minutes of the meetings of the Executive Board shall be recorded in minutes by the Secretary. The minutes and Agenda (which may be subject to change) shall be transmitted and mailed or delivered prior to the next Executive Board meeting to each Officer within fifteen (15) calendar days from the previous Executive Board meeting and shall be made available to the membership at large upon request.

The Executive Board shall consist of elected Officers (See Article 7, Section 1) (at-large and representative).

Section 2. Authority

Authority of the Executive Board includes, but is not limited to:

- A. The establishment of plans, policies and procedures that are required for the direction and operation of the Local Union and the carrying out of decisions of the membership;
- B. Approval of a budget, including the establishment of staffing levels, and ensuring that annual financial reviews occur and independent audits occur once every three (3) years. The Executive Board may, at its discretion, request a financial review and/or an independent audit at any time and shall ensure that the mandate of Article 7, Section 10 (4) is met;
- C. Approve the compensation, terms and conditions of employment for the staff of the Local Union; and approval of all contracts for service rendered such as legal, auditing or payroll services member benefit programs or office leases;
- D. Supervise the handling of Local Union funds, including approval of budgets and authorizing investment of Local Union funds;
- E. Determine when a group of members is considered a functioning Chapter for the purpose of representation on the Executive Board;
- F. Assume responsibility for the legislative and political activities of the Local Union; and

- G. Establish such committees as are necessary and consistent with the achievement of the purposes of the Local Union.

Section 3. Disapproval of Executive Board Action

See Article 20, Initiative And Referendum

Section 4. Attendance and Vacancies

All elected Officers shall attend Executive Board meetings. Any member of the Executive Board who cannot appear at a Board meeting shall notify the President that they will be absent and state the reason for such absence. The President may excuse the Officer subject to the approval of the Executive Board. In the event any member of the Executive Board fails to attend three (3) meetings, of the Executive Board, without excuse, in a twelve (12) calendar month period, the Trial Body, pursuant to Article 21 – Trials And Appeals, may declare that Officer's seat vacant after a trial.

All Officers of this Local Union have the duty to attend Executive Board meetings. If an Officer has two (2) unexcused absences at Executive Board meetings in a twelve (12) calendar month period, the Secretary of this Local Union shall send a written letter to the Officer, and the other Officers from the same Bargaining Unit, that if he/she has a third unexcused absence in a twelve (12) calendar month period at Executive Board meetings, he/she may be removed from office. An Officer of this Local Union may be removed from office by the Trial Body when the Officer has three (3) unexcused absences in a twelve (12) calendar month period at Executive Board meetings. The Secretary of this Local Union shall notify the Executive Board and the Officer involved when any Officer has three (3) unexcused absences in a twelve (12) calendar month period from the Executive Board meetings of the trial and possible removal of the Officer.

Section 5. Quorum

The Executive Board shall have a quorum when fifty percent (50%) plus one of the Executive Board is present (excluding vacant offices, as defined in Article 13).

Section 6. Membership Appearance Before The Executive Board

Upon request to the President, members shall have the right to address the Executive Board on issues of unresolved problems in accordance with reasonable procedural guidelines which shall be established by the Executive Board.

The Executive Board of this Local Union, on March 30, 1994, duly adopted the following:

Policy – Membership Appearances before the Executive Board

In furtherance of the objectives contained in Article 8, Section 6 of the Constitution and Bylaws of NSEU, SEIU Local 1107, the Executive Board hereby adopts a membership appearance policy.

1. It is the policy of the Executive Board to provide an opportunity to individual members to raise their concerns and bring those concerns to the attention of the Executive Board.
2. In order to effectuate an appearance before the Board, the member shall contact, either verbally or in writing, the President of the Local Union no later than ten (10) days before the scheduled Board meeting for which they desire to make an appearance. The ten (10) day limit referred to herein may be waived by the President for good cause.
3. Good cause shall include, but not be limited to, the seriousness of the issue and if the time constraint would render the issue to be raised moot.

4. Membership presentations to the Board shall be limited to fifteen (15) minutes, with a period thereafter reserved to provide the Board the opportunity to direct any questions to the member concerning the issue. The time limits referred to herein may be waived by the Executive Board on a case-by-case basis.

Section 7. Membership Complaints and Hearings

The Executive Board shall act, or refer to the Ethics Committee to act, as a hearing board for complaints (not charge) of individual members who wish to contest actions of members, Officers, Chapters or employees of this Local Union. In the event that individual members are not satisfied with the ruling of the Executive Board or its delegated committee, the members may further appeal according to the provisions of the SEIU International Constitution and Bylaws. Any charge brought by or against any member or Officer of this Local Union shall be handled pursuant to the procedures and provisions of Article 21 – Trials and Appeals.

Section 8. Rules of Order

Executive Board meetings shall be governed by Robert's Rules of Order, as revised, and this Constitution and Bylaws, which shall also control in the event of any conflict. A Parliamentarian shall be appointed by the President of the Local Union, subject to confirmation by the Executive Board. The Parliamentarian shall rule on questions of order.

Section 9. Suggested Agenda

The following is the suggested agenda to be followed at Executive Board meetings, however, it is subject to change upon a vote on a motion by the Executive Board.

Agenda

Executive Board Meeting

Date: Usually The Last Wednesday Of The Month

Time: 5:30 P.M.

Place: Union Office, 3785 E. Sunset Road

- | | | |
|----|---|-------------------------|
| 1. | A. Call To Order | President |
| | B. Roll Call of Officers | President |
| | C. Approval Of Agenda | Vote By Executive Board |
| 2. | Approval Of Minutes of Last Executive Board Meeting | |
| | Date of Previous Meeting | Vote By Executive Board |
| 3. | Reports | |
| | A. President's Report | |
| | B. Executive Vice President's Report | |

C. Communications/Secretary's Report

D. Financial/Treasurer's Report

E. Trustees' Reports

- 1) Trustee Receiving The Most Votes
- 2) Trustee Receiving The Second Most Votes
- 3) Trustee Receiving The Third Most Votes

F. Vice President's Reports

- 1) Addus
- 2) AMR
- 3) Clark County Non-Supervisory
- 4) Clark County Supervisory
- 5) Desert Springs Hospital
- 6) Las Vegas Convention And Visitors Authority (LVCVA) Non-Supervisory
- 7) Las Vegas Convention And Visitors Authority (LVCVA) Supervisory
- 8) Mountain View
- 9) North Eastern Nevada Regional Hospital (Elko)
- 10) Regional Transportation Commission (RTC)
- 11) Renown Hospital (Reno)
- 12) Southern Hills Hospital
- 13) Southern Nevada Health District
- 14) Southern Nevada Regional Housing Authority
- 15) St Rose Hospitals
- 16) Sunrise Hospital
- 17) University Medical Center (UMC)
- 18) Valley Hospital

G. Chief Stewards' Reports

- 1) Addus
- 2) AMR
- 3) Clark County Non-Supervisory, General Unit
- 4) Clark County Non-Supervisory, Dept of Aviation
- 5) Clark County Non-Supervisory, DFS/DJJS
- 6) Clark County Non-Supervisory, WRD
- 7) Clark County Supervisory
- 8) Desert Springs Hospital, Ancillary
- 9) Desert Springs Hospital, Nursing
- 10) Las Vegas Convention And Visitors Authority (LVCVA) Non-Supervisory
- 11) Las Vegas Convention And Visitors Authority (LVCVA) Supervisory
- 12) Mountain View
- 13) North Eastern Nevada Regional Hospital (Elko), Ancillary
- 14) North Eastern Nevada Regional Hospital (Elko), Nursing
- 15) Regional Transportation Commission (RTC)
- 16) Renown Hospital (Reno)
- 17) Southern Hills Hospital, Ancillary
- 18) Southern Hills Hospital, Nursing
- 19) Southern Nevada Health District
- 20) Southern Nevada Regional Housing Authority

- 21) St Rose Hospitals, De Lima Campus
- 22) St Rose Hospitals, San Martin Campus
- 23) St Rose Hospitals, Siena Campus
- 24) Sunrise Hospital, Ancillary
- 25) Sunrise Hospital, Nursing
- 26) University Medical Center (UMC), Ancillary
- 27) University Medical Center (UMC), Nursing
- 28) University Medical Center (UMC, Off Site
- 29) Valley Hospital

H. Standing Committee Reports

- 1) Organizing
- 2) Bylaws
- 3) Civil And Human Rights
- 4) Collective Bargaining Agreements Review
- 5) Committee On Political Education (COPE) Political Action Committee (PAC) /
Legislative Committee
- 6) Communications
- 7) Election
- 8) Ethics
- 9) Finance
- 10) Health And Safety
- 11) Healthcare Oversight Committee
- 12) Senior And Retired Members

I. Ad Hoc Committee Reports

J. Field Staff Reports

- 4. Old Business
- 5. New Business
 - A. Bargaining Update
 - B. Organizing Update
- 6. Membership Appearances
- 7. Good And Welfare Of Local Union
- 8. Adjourn

Next Executive Board Meeting – Usually The Last Wednesday Of Next Month

ARTICLE 9

STEWARDS

Stewards are the vital life stream of any Local Union. Stewards have no greater rights than any other member, but many more responsibilities. Not the least of these is to put personal positions aside and work for the greater good of all members.

Section 1. Role

As a Steward of this Local Union, this job involves much, much more than handling grievances.

Grievances are important. They are often the most visible and dramatic aspects of the Union's presence. Sometimes they will take up most of the Steward's time.

But grievances should never be confused with your most important responsibility as a Steward: To build a united, organized and involved membership in the workplace of the Steward.

Without this involvement and solidarity, no Union in the world can protect and serve its members.

As a leader in the workplace, the Steward will have his/her hands full. That is because Stewards are organizers, problem solvers, educators, communicators and work site leaders.

Section 2. Duties

The Steward's duties and obligations are many and shall include the following:

- A. Serve as an organizer and recruit new members for this Local Union at his/her work location;
- B. Assist the Chief Steward in organizing and recruiting new members for this Local Union at the work site;
- C. Get to know all the workers in the work site;
- D. Assist the Chief Steward in keeping all members at the work location informed of Local Union activities through regular meetings, updated bulletin boards, and timely distribution of special information;
- E. Assist in contract action campaigns and keep members informed during contract negotiations;
- F. Participate in and recruit members' participation in activities of this Local Union;
- G. Attend Steward training and mandatory monthly Steward meetings;
- H. Enforce the Collective Bargaining Agreement, however, Stewards shall not have any authority in any matter, either directly or indirectly, to make any change in wages, hours or working condition, or grant any new demands that are contrary or in any way different to the wages, hours or working conditions in existence pursuant to the applicable Collective Bargaining Agreement;
- I. Receive and, as appropriate, process grievances, and report them immediately and give copies to the Chief Steward. Investigations of every problem or incident must be fair and complete. Each member must be kept informed about each step taken on his/her behalf. Do not lose a grievance because a time limit ran out. Cases must be based on facts and merit, not personalities, nor be arbitrary, capricious or subjective;

- J. Act as the first line of contact with management on the work site; and
- K. Honor your commitments to all meetings and committees.

Section 3. Accountability

Stewards are accountable and shall report to the Chief Steward of his/her respective Chapter.

Section 4. Qualifications For and Terms of Office

A. Qualifications for Office

No person who has been convicted of a felony as defined in Section 504 of the Landrum-Griffin Act (or an indictable offense in Canada) shall, in accordance with applicable law, be eligible to be a Steward in this Local Union.

No person shall be eligible for nomination as a Steward of the Local union who has not been a member in continuous good standing in regard to dues paying requirements, in the Local Union, for at least six (6) months immediately preceding the Nomination. In cases of newly represented jurisdictions (less than six (6) months), the nominee must have been a member for the entire time the jurisdiction has been represented by the Local Union.

B. Terms of Office

All Stewards of this Local Union shall serve three (3) year terms from July 1st of the general election year to June 30th of the next general election year if elected during the general election. If appointed during off election years a steward shall serve until June 30th of the next general election year. Stewards may serve any number of consecutive terms.

Section 5. Nominations, Elections or Appointments

Stewards shall be nominated, elected or appointed to office in accordance with written procedures established by the Executive Board or by Chapters with approval by the Executive Board. The President of the Local Union may, with the advice and consent of either the Vice President of the Bargaining Unit or the Chief Steward or the Chief Steward of the respective Chapter, appoint Stewards if any portion of a term remains, whenever there is a vacancy.

Elections for Stewards shall be in June. Nominations for Stewards shall be received by this Local Union no later than fourteen (14) calendar days after the Stewards/Membership Meeting of the Chapter in the month of April preceding the election.

ARTICLE 10

BARGAINING UNITS

Section 1. Definition

A Bargaining Unit is that group of employee members that a Collective Bargaining Agreement governs as to their wages, hours and terms and conditions of employment, and that is negotiated by and legally binding between this Local Union and the respective employer.

Section 2. Bargaining Units

A. Listing

Bargaining Unit

- 1) ADDUS Home Care
- 2) AMR Ambulance Service
- 3) Clark County - Non Supervisory
- 4) Clark County – Supervisory
- 5) Desert Springs Hospital
- 6) Las Vegas Convention and Visitors Authority (LVCVA) – Non Supervisory
- 7) Las Vegas Convention and Visitors Authority (LVCVA) – Supervisory
- 8) Mountain View
- 9) North Eastern Nevada Regional Hospital (NeNRH) (Elko)
- 10) Regional Transportation Commission (RTC)
- 11) Renown Hospital (Reno)
- 12) Southern Hills Hospital
- 13) Southern Nevada Health District (SNHD)
- 14) Southern Nevada Regional Housing Authority (SNHRA)
- 15) St. Rose Hospitals
- 16) Sunrise Hospital
- 17) University Medical Center (UMC)
- 18) Valley Hospital

The membership of this Local Union shall be organized into Chapters that are divisions of Bargaining Units of this Local Union (refer to Article 11 – Chapters).

The following Bargaining Units currently exist for this Local Union:

B. Additions And/Or Changes

These may be added to and/or changed, as needed, from time to time, or as required, without the need to list the changes and print a new Constitution of Bylaws unless the Constitution and Bylaws are amended substantively subsequently thereof.

Section 3. Chapters Within Bargaining Units

A. Listing

The following Chapters currently exist, compose and fall under the following respective Bargaining Units:

Bargaining Unit	Chapter
1) ADDUS Home Care	All ADDUS workers
2) AMR Ambulance Service	All AMR workers
3) Clark County - Non Supervisory	1) Department of Aviation 2) Department of Family Services and Department of Juvenile Justice

	3) General Unit 4) Water Reclamation District
4) Clark County – Supervisory	All Clark County supervisors
5) Desert Springs Hospital	1) Ancillary 2) Nursing
6) Las Vegas Convention and Visitors Authority (LVCVA) – Non Supervisory	All non supervisory LVCVA workers
7) Las Vegas Convention and Visitors Authority (LVCVA) – Supervisory	All LVCVA supervisors
8) Mountain View	All Mountain View workers
9) North Eastern Nevada Regional Hospital (NeNRH) (Elko)	1) Ancillary 2) Nursing
10) Regional Transportation Commission (RTC)	All RTC workers
11) Renown Hospital (Reno)	All Renown workers
12) Southern Hills Hospital	1) Ancillary 2) Nursing
13) Southern Nevada Health District (SNHD)	All SNHD workers
14) Southern Nevada Regional Housing Authority (SNHRA)	All SNHRA workers
15) St. Rose Hospitals	1) De Lima Campus 2) San Martin Campus 3) Siena Campus
16) Sunrise Hospital	1) Ancillary 2) Nursing
17) University Medical Center (UMC)	1) Ancillary 2) Nursing 3) Off Site
18) Valley Hospital	All Valley workers

The following definitions shall apply in terms of defining the membership of the Chapters at University Medical Center (UMC) and who the respective electorate will be insofar as electing Officers recognizing that the below is for UMC at it exists in August of 1999, and Chapter status may be addressed through Article 11 of this Constitution and Bylaws and an Executive Board vote at subsequent dates. Further, the following definitions shall be a guideline, but not determinative, in assisting the Executive Board in determining what, if any, Chapters to grant to any other current or future healthcare institutions that have membership within our Local Union.

The Ancillary Chapter is defined as all employees of the hospital who are not part of the Nursing Chapter and who are employed at the main facility (located on Charleston and Shadow Lane).

The Nursing Chapter is defined as those employees who are licensed or certified or who fall within the jurisdiction of the Nevada Nurse Practice Act, Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC), Chapter 632, and the Nevada State Board of Nursing, namely Registered Nurses (RNs), Licensed Practical Nurses (LPNs) and Certified Nursing Assistants (CNAs), and who are employed at the main facility (located on Charleston and Shadow Lane).

The Off-Site Chapter is defined as all employees, whether they would have been in the Ancillary or Nursing Chapter at the main facility, who work at any satellite, Quick Care, clinic, rehab facility, etc., UMC location not physically connected to or located with the main hospital facility.

B. Additions And/Or Changes

There may be added to and/or changed, as needed, from time to time, or as required, without the need to list the changes and print a new Constitution and Bylaws unless the Constitution and Bylaws are amended substantively subsequently thereof.

Section 4. Collective Bargaining

Each Bargaining Unit shall elect a Bargaining Committee, pursuant to the provisions and procedures as contained in Article 16 – Collective Bargaining, and any other relevant Articles of this Constitution and Bylaws.

Section 5. Vice President

Each Bargaining Unit shall elect a Vice President, to serve on the Local Union Executive Board, every three (3) years pursuant to the provisions and procedures as contained in this Constitution and Bylaws.

In the event that two (2) or more Bargaining Units have the same employer, then one (1) Vice President shall be elected from the Bargaining Units (employer jurisdiction).

Section 6. Additional Bargaining Units

Additional Bargaining Units may be added to this Local Union and, as such, will be incorporated by reference and subject to the criteria contained herein in this Article and be subject to the Constitution and Bylaws of this Local Union, without the need to print a new Constitution and Bylaws unless the Constitution and Bylaws are amended substantively subsequently thereof.

ARTICLE 11

CHAPTERS

Section 1. Definition

The membership of this Local Union shall be organized into Chapters by employer, department, function or occupation as determined by this Constitution and Bylaws, or subsequently, by the Executive Board. In continuation of past practice of this Local Union, Chapter status is given to a group of members by the Executive Board because such group of members are representative of a unit defined on a geographic, craft, shift, or similar basis.

Chapters are divisions of Bargaining Units of this Local Union. A Bargaining Unit is that group of employee members that a Collective Bargaining Agreement governs as to their wages, hours and terms and conditions of employment, and that is negotiated by and legally binding between this Local Union and the respective employer.

A. Current Chapters - Listing

The following Chapters are established and currently exist for this Local Union:

- | | |
|---|--|
| 1) ADDUS Home Care | All ADDUS workers |
| 2) AMR Ambulance Service | All AMR workers |
| 3) Clark County - Non Supervisory | 1) Department of Aviation |
| | 2) Department of Family Services and
Department of Juvenile Justice |
| | 3) General Unit |
| | 4) Water Reclamation District |
| 4) Clark County – Supervisory | All Clark County supervisors |
| 5) Desert Springs Hospital | 1) Ancillary |
| | 2) Nursing |
| 6) Las Vegas Convention and Visitors
Authority (LVCVA) – Non Supervisory | All non-supervisory LVCVA workers |
| 7) Las Vegas Convention and Visitors
Authority (LVCVA) – Supervisory | All LVCVA supervisors |
| 8) Mountain View | All Mountain View workers |
| 9) North Eastern Nevada Regional
Hospital (NeNRH) (Elko) | 1) Ancillary |
| | 2) Nursing |
| 10) Regional Transportation Commission (RTC) | All RTC workers |
| 11) Renown Hospital (Reno) | All Renown workers |
| 12) Southern Hills Hospital | 1) Ancillary |
| | 2) Nursing |
| 13) Southern Nevada Health District (SNHD) | All SNHD workers |
| 14) Southern Nevada Regional Housing
Authority (SNHRA) | All SNHRA workers |
| 15) St. Rose Hospitals | 1) De Lima Campus |
| | 2) San Martin Campus |
| | 3) Siena Campus |
| 16) Sunrise Hospital | 1) Ancillary |
| | 2) Nursing |
| 17) University Medical Center (UMC) | 1) Ancillary |
| | 2) Nursing |
| | 3) Off Site |
| 18) Valley Hospital | All Valley workers |

B. Additions And/Or Changes

These may be added to and/or changed, as needed, from time to time, or as required, without the need to list the changes and print a new Constitution and Bylaws unless the Constitution and Bylaws are amended substantively subsequently thereof.

C. Requesting Chapter Status

Any group of employees seeking representation by this Local Union shall have the right and responsibility to request Chapter status of the Executive Board. If so requested by any such group of employees, the President shall have the right to appoint a steering committee to act in

behalf of any group preceding presentation of a request to the Executive Board for Chapter status. Only Chapters as approved by the Executive Board shall have official Chapter status in this Local Union. Each Chapter shall be responsible for all activities of the Chapter in representing its members within its jurisdiction.

Section 2. Responsibilities and Authority

A. Requirements

Chapters must meet the following requirements:

1. Hold a Stewards/Membership meeting at least every month;
2. The minutes of the monthly Stewards/Membership meeting shall be posted on Union bulletin boards at the work site within fifteen (15) working days and a copy shall be given or mailed to the Secretary of the Local Union;
3. Elect Stewards every three (3) years;
4. Notify the Local Union Secretary of any dissenting action taken on the minutes of the Executive Board within sixty (60) days of the Executive Board action;
5. Have minutes of the meeting of the Chapter available upon request of the Local Union.

B. Chapter Bylaws, Policies and Procedures

Chapters may adopt bylaws, policies and procedures relating to their governance and operation if in accordance with this Constitution and Bylaws. Such bylaws, policies and procedures must be filed with the Secretary of the Local Union. Any bylaws of any Chapter shall at all times be subordinate to the Constitution and Bylaws of this Local Union, as amended. If any conflict arises between the bylaws of a Chapter, or any amendments thereto, and the Constitution and Bylaws of this Local Union, or any amendments thereto, the provisions of the Constitution and Bylaws of this Local Union shall control. Any Chapter bylaws, or any amendments thereto, shall and must be submitted for approval to the Executive Board of this Local Union before presentation to and vote upon by the appropriate respective membership and before becoming operational. The Executive Board may act as a whole or refer to the Bylaws Committee any consideration and review upon proposed Chapter bylaws or amendments thereto, and the Executive Board as a whole shall vote on any proposed Chapter bylaws, or amendments thereto.

C. No Financial Authority

No Chapter shall be empowered to contract financial obligations for which any liability would attach to the Local Union. No Chapter may hire staff to conduct the business of the Local Union, the Bargaining Unit or the Chapter.

D. Chapters Without Chapter Bylaws

Chapters functioning without Chapter bylaws shall be governed by this Local Union Constitution and Bylaws and adoption of such policies as are consistent with this Local Union Constitution and Bylaws and the Constitution and Bylaws of the Service Employees International Union.

Section 3. Chief Steward

Each Chapter shall elect a Chief Steward, to serve on the Local Union Executive Board, every three (3) years, pursuant to the provisions and procedures as contained in this Constitution and Bylaws. There shall be at least one (1) Chief Steward in each Chapter of each bargaining unit represented by this Local Union. If at any time, a Chapter has one thousand five hundred (1,500) or more dues paying Union members, and that Chapter has a Union membership level of sixty-five (65%) or greater based on the applicable bargaining unit employees, then that Chapter shall be entitled to an additional Chief Steward. The nomination and election shall occur at this time in accordance with this Constitution and Bylaws.

ARTICLE 12

MEMBERSHIP MEETINGS

Section 1. Schedule

A. Bi-Annual Dates, Nominations

Membership meetings will be held at least twice a year, in April and September. Nominations for all Local Union Officers will be taken at the April meeting. The dates of the meetings will be set by the Executive Board and notice of the meeting dates will be announced at least (30) calendar days prior to the meeting.

B. Additional Meetings

Additional meetings may be called by a majority vote of the Executive Board or by petition to the Executive Board of at least fifteen percent (15%) of the membership at large.

Section 2. Rules of Order, Quorum and Agenda

A. Rules of Order

Meetings will be conducted in accordance with Robert's Rules of Order, as revised.

B. Quorum

Membership meetings shall have a quorum when fifty (50) regular members are present.

C. Agenda

The regular order of business for the general membership meetings, subject to waiver upon proper notice, shall be:

The following is the suggested agenda to be followed at general membership, nomination or Executive Board meetings, however, it is subject to change upon a vote on a motion by the Executive Board or the membership.

Agenda

General Membership Meeting

Date: To Be Announced

Time: To Be Announced

Place: Union Office, 3785 E. Sunset Road

- | | |
|--------------------------|--------------------------|
| 1. A. Call To Order | President |
| B. Roll Call Of Officers | President |
| C. Quorum Check | Signing In By Membership |
| D. Approval Of Agenda | Vote By Membership |

2. Approval of Minutes Of Last General Membership Meeting

Date of Previous Meeting	Vote By Membership
--------------------------	--------------------

3. Reports

A. President's Report

B. Executive Vice President's Report

C. Communications/Secretary's Report

D. Financial/Treasurer's Report

E. Trustees' Report

- 1) Trustee Receiving the Most Votes
- 2) Trustee Receiving the Second Most Votes
- 3) Trustee Receiving the Third Most Votes

F. Vice Presidents' Reports

- 1) Addus
- 1) AMR
- 2) Clark County Non-Supervisory
- 3) Clark County Supervisory
- 4) Desert Springs Hospital
- 5) Las Vegas Convention And Visitors Authority (LVCVA) Non-Supervisory
- 6) Las Vegas Convention And Visitors Authority (LVCVA) Supervisory
- 7) Mountain View
- 8) North Eastern Nevada Regional Hospital (Elko)
- 9) Regional Transportation Commission (RTC)
- 10) Renown Hospital (Reno)
- 11) Southern Hills Hospital
- 12) Southern Nevada Health District
- 13) Southern Nevada Regional Housing Authority

- 14) St Rose Hospitals
- 15) Sunrise Hospital
- 16) University Medical Center (UMC)
- 17) Valley Hospital

G. Chief Stewards' Report

- 1) Addus
- 2) AMR
- 3) Clark County Non-Supervisory, General Unit
- 4) Clark County Non-Supervisory, Dept of Aviation
- 5) Clark County Non-Supervisory, DFS/DJJS
- 6) Clark County Non-Supervisory, WRD
- 7) Clark County Supervisory
- 8) Desert Springs Hospital, Ancillary
- 9) Desert Springs Hospital, Nursing
- 10) Las Vegas Convention And Visitors Authority (LVCVA) Non-Supervisory
- 11) Las Vegas Convention And Visitors Authority (LVCVA) Supervisory
- 12) Mountain View
- 13) North Eastern Nevada Regional Hospital (Elko), Ancillary
- 14) North Eastern Nevada Regional Hospital (Elko), Nursing
- 15) Regional Transportation Commission (RTC)
- 16) Renown Hospital (Reno)
- 17) Southern Hills Hospital, Ancillary
- 18) Southern Hills Hospital, Nursing
- 19) Southern Nevada Health District
- 20) Southern Nevada Regional Housing Authority
- 21) St Rose Hospitals, De Lima Campus
- 22) St Rose Hospitals, San Martin Campus
- 23) St Rose Hospitals, Siena Campus
- 24) Sunrise Hospital, Ancillary
- 25) Sunrise Hospital, Nursing
- 26) University Medical Center (UMC), Ancillary
- 27) University Medical Center (UMC), Nursing
- 28) University Medical Center (UMC, Off Site
- 29) Valley Hospital

H. Standing Committee Reports

- 1) Organizing
- 2) Bylaws
- 3) Civil And Human Rights
- 4) Collective Bargaining Agreements Review
- 5) Committee On Political Education (COPE) / Political Action Committee (PAC)/Legislative Committee
- 6) Communications
- 7) Election
- 8) Ethics
- 9) Finance
- 10) Health And Safety
- 11) Healthcare Oversight Committee