

IN THE SUPREME COURT OF THE STATE OF NEVADA

ROBERT CLARKE, an individual,

Appellant,

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION, a nonprofit
cooperative corporation; and CLARK
COUNTY PUBLIC EMPLOYEES
ASSOCIATION, A/K/A SEIU 1107, a
non-profit cooperative corporation,

Respondents.

Supreme Court No. 80520

District Case No. A764942
Electronically Filed
Oct 07 2020 04:17 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

SERVICE EMPLOYEES
INTERNATIONAL UNION, an
unincorporated association; and NEVADA
SERVICE EMPLOYEES UNION A/K/A
CLARK COUNTY PUBLIC
EMPLOYEES ASSOCIATION, SEIU
1107, a non-profit cooperative corporation,

Appellants,

v.

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

Respondents.

Supreme Court No. 81166
District Case No. A764942

**APPENDIX OF SERVICE EMPLOYEES INTERNATIONAL UNION AND
CLARK COUNTY PUBLIC EMPLOYEES ASSOCIATION A/K/A SEIU
LOCAL 1107, VOLUME 5**

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APPENDIX, VOLUME 5

<u>Date</u>	<u>Document Description</u>	<u>Page</u>
10/29/19	Local 1107's Appendix in support of Summary Judgment (pp. 1-250)	817

ALPHABETICAL APPENDIX

<u>Date</u>	<u>Document Description</u>	<u>Page</u>
10/29/19	Appendix ISO Deidre Fitzpatrick Declaration	590
10/29/19	Appendix ISO Jonathan Cohen Declaration	414
11/20/17	Complaint	1
10/29/19	Declaration of Deidre Fitzpatrick ISO Summary Judgment	586
01/16/20	Declaration of Jonathan Cohen ISO Motion for Attorneys' Fees	1204
10/29/19	Declaration of Jonathan Cohen ISO Summary Judgment	412
10/29/19	Declaration of Luisa Blue ISO Summary Judgment	400
10/29/19	Declaration of Martin Manteca ISO Summary Judgment	388
03/25/19	First Amended Complaint	327
02/02/18	Local 1107 Answer	18
04/08/19	Local 1107 Answer to Amended Complaint	343
01/14/20	Local 1107 Motion for Attorneys' Fees	1161

10/15/18	Local 1107 Opposition to and Counter Motion for Summary Judgment	218
02/05/20	Local 1107 Reply ISO Attorneys' Fees	1322
10/29/19	Local 1107's Appendix in support of Summary Judgment (continued)	1067
10/29/19	Local 1107's Appendix in support of Summary Judgment (pp. 1-250)	817
10/29/19	Local 1107's Motion for Summary Judgment	795
11/22/19	Local 1107's Reply in support of Summary Judgment	1135
05/11/20	Notice of Appeal	1384
04/14/20	Notice of Entry of Judgment	1379
01/03/20	Notice of Entry of Order Granting Summary Judgment	1153
07/16/19	Offer of Judgment	354
01/03/20	Order Granting Summary Judgment	1147
09/26/18	Plaintiffs' Motion for Partial Summary Judgment, pages 1-3, and 11	28
01/29/20	Plaintiffs' Opposition to Motion for Attorneys' Fees	1251
11/01/18	Plaintiffs' Reply ISO Partial Summary Judgment, pages 1-2, 18	324
03/19/18	SEIU Answer	23
04/11/19	SEIU Answer to First Amended Complaint	349
01/16/20	SEIU Motion for Attorneys' Fees	1193

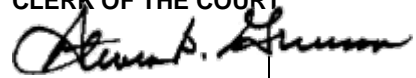
10/15/18	SEIU Opposition to Plaintiffs' Motion for Partial Summary Judgment	32
02/05/20	SEIU Reply ISO Attorneys' Fees	1310
10/29/19	SEIU's Motion for Summary Judgment	357
11/22/19	SEIU's Reply in support of Summary Judgment	1068
11/22/19	Supplemental Declaration of Jonathan Cohen ISO Summary Judgment	1091
02/18/20	Transcript of Hearing	1331

DATED: October 7, 2020

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6 **EIGHTH JUDICIAL DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

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

CASE NO.: A-17-764942-C

DEPT. No. XXVI

10 Plaintiffs,
11 vs.

**APPENDIX TO MOTION FOR
SUMMARY JUDGMENT**

12 SERVICE EMPLOYEES
13 INTERNATIONAL UNION, a nonprofit
14 cooperative corporation; LUISA BLUE, in
15 her official capacity as Trustee of Local
16 1107; MARTIN MANTECA, in his
17 official capacity as Deputy Trustee of
18 Local 1107; MARY K. HENRY, in her
19 official capacity as Union President;
20 SHARON KISLING, individually;
21 CLARK COUNTY PUBLIC
22 EMPLOYEES ASSOCIATION UNION
23 aka SEIU 1107, a non-profit cooperative
24 corporation; DOES 1-20; and ROE
25 CORPORATIONS 1-20, inclusive,

26 Defendants.
27

APPENDIX
LOCAL 1107'S SUMMARY JUDGMENT
TABLE OF CONTENTS

EXHIBITS	PAGE NOS.
A. Gentry Deposition Excerpts	
Testimony.....	002 – 038.
Exhibit 1, Employment Contract.....	039.
Exhibit 7, Evidence of Gentry's Spokesperson Role.....	040 – 047.
Exhibit 13, Job Description.....	048 – 049.
Exhibit 14, Work Assignment Questionnaire.....	050 – 059.
Exhibit 17, Employment Termination Notice.....	060.
Exhibit 18, Press Release.....	061 – 062.
B. Clarke Deposition Excerpts	
Testimony.....	064 – 092.
Exhibit 25, Employment Contract.....	093
Exhibit 26, Job Description.....	094 – 095.
Exhibit 27, Work Assignment Questionnaire.....	096 – 099.
Exhibit 30, Text Messages.....	100 – 123.
Exhibit 33, Employment Termination Notice.....	124.
C. Luisa Blue Declaration	
Declaration.....	125 – 128.
Exhibit A, Trusteeship Order.....	129 – 133.
D. Ninth Circuit Decision	
Memorandum Decision.....	135 – 138.

EXHIBITS	PAGE NOS.
E. Shepherd Declaration	
Declaration.....	140 – 141.
Exhibit A, Gentry Job Description.....	142 – 144.
Exhibit B, Clarke Job Description.....	145 – 147.
Exhibit C, International Constitution.....	148 – 224.
F. Marzan Deposition Excerpts	
Testimony.....	226 – 239.
Exhibit 2, Kisling Report.....	240 – 244.
Exhibit 5, Urban Report.....	245 – 248.

EXHIBIT

A

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DANA GENTRY, an individual;)
and ROBERT CLARKE, an)
individual,)
Plaintiffs,) Case No.
vs.) A-17-764942-C
SERVICE EMPLOYEES)
INTERNATIONAL UNION, a)
nonprofit cooperative)
corporation; et al.,)
Defendants.)

DEPOSITION OF DANA GENTRY

Taken on Wednesday, May 29, 2019

By a Certified Court Reporter

At 10:36 a.m.

At 7440 West Sahara Avenue

Las Vegas, Nevada

Reported by: Wendy Sara Honable, CCR No. 875
Nevada CSR No. 875
California CSR No. 13186
Washington CCR No. 2267
Utah CCR No. 7357039-7801
Job No. 34101

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1			
2			
3			
4		EXAMINATION INDEX	
5			
6	EXAMINATION BY:		PAGE NO.
7	MR. JAMES		7
8			268
9	MR. COHEN		283
10	MR. MCAVOYAMAYA		134
11			273
12		<<<<<< >>>>>>	
13			
14			
15		EXHIBIT INDEX	
16			
17	EXHIBIT NO.	DESCRIPTION	PAGE NO.
18			
19	1	Letter to Gentry from Mancini	24
20		dated 4/18/16; 1 page	
21		Local - 003	
22	2	Cell Phone Agreement	25
23		dated 7/11/16; 1 page	
24		Local - 007	
25	3	Plaintiffs' Responses to	26
		Defendants' First and Second	
		Requests for Production of	
		Documents	
		dated 10/15/18; 42 pages	
			823

1	INDEX: (continuing)		
2			
3			
4	4	E-Mail Message to Mueller from Gentry and Attached Documentation dated 4/6/16; 7 pages	83
5			
6	5	E-Mail Message to Eboard Members from Gentry and Attached Message dated 5/3/17; 2 pages	92
7		Gentry-Clarke000073 - 74	
8			
9	6	E-Mail Message to Gentry from Ury and Attached Message dated 5/4/17; 2 pages	110
10		Gentry-Clarke000069 - 70	
11			
12	7	E-Mail Message to Manteca from Gentry and Attached Documentation dated 5/7/17; 8 pages	111
13			
14	8	SEIU Nevada News dated October 2016; 7 pages	113
15			
16	9	E-Mail Message to Kisling from Gentry and Attached Messages dated 9/1/16; 3 pages	116
17			
18	10	Cherie A. Mancini - business card and Attached Documentation dated 6/22/16; 43 pages	123
19		001 - 043	
20			
21	11	Curriculum Vitae undated; 3 pages	136
22		Gentry-Clarke000083 - 85	
23	12	E-Mail Message to Gentry from Mancini dated 4/18/16; 1 page	137
24		Gentry-Clarke000068	
25			
			824

1	INDEX: (continuing)		
2			
3			
4	13	SEIU Nevada Local 1107 Job Description Communications Director undated; 2 pages	157
5			
6	14	Work Assignment Questionnaire undated; 10 pages Gentry-Clarke000028 - 37	183
7			
8	15	Text Message Threads various dates; 14 pages	198
9			
10	16	E-Mail Message to SEIU Nevada Staff from Manteca dated 4/28/17; 2 pages	210
11			
12	17	Letter to Gentry from Manteca dated 4/4/17; 1 page Gentry-Clarke000008	224
13			
14	18	E-Mail Message to A. Smith from Gentry dated 5/14/17; 2 pages RG016645 - 46	230
15			
16	19	Letter to Gentry from Bodner and Attached Documentation dated 3/13/18; 4 pages Gentry-Clarke000038 - 40	257
17			
18	20	1040 US Individual Income Tax Return 2016 undated; 14 pages Gentry-Clarke000041 - 54	266
19			
20	21	Form 1040-V Payment Voucher and Attached Documentation undated; 8 pages Gentry-Clarke000020 - 27	266
21			
22			
23			
24			
25			825

1	INDEX: (continuing)		
2			
3			
4	22	2018 Form 1099-MISC dated 2/22/19; 2 pages Gentry-Clarke000161 - 162	267
5			
6			
7			
8			
9			
10	<<<<<< >>>>>>		
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
	826		

1 P R O C E E D I N G S

2 (Counsel stipulated to waive

3 the reporter requirements

4 under Rule 30(b)(4).)

5 (Witness sworn.)

6

7 DANA GENTRY,

8 having been first duly sworn, was

9 examined and testified as follows:

10

11

12 EXAMINATION

13 BY MR. JAMES:

14 Q. Dana, my name is Evan James. I'm an
15 attorney in this case. I represent Local 1107 as
16 well as the former trustees, Martin Manteca, as well
17 as Luisa Blue.

18 Would you please state and spell your
19 name for the record?

20 A. Dana Gentry, D-a-n-a, G-e-n-t-r-y.

21 Q. We're going to go over some formalities
22 of having deposition etiquette, things like that,
23 and so the next little bit, I'm going to ask you a
24 few questions about, you know, your history with
25 depositions and give you some instructions.

827

1 position is important to me.

2 Q. Okay. Good enough. Let's turn to a
3 couple of documents.

4 (Exhibit No. 1 marked
5 for identification.)
6

7 BY MR. JAMES:

8 Q. This will be attached to the deposition
9 transcript as well as all the exhibits that we use
10 today, and it will be numbered.

11 Do you understand?

12 A. Uh-huh.

13 COURT REPORTER: Is that a "yes"?

14 THE WITNESS: Yes. I'm sorry. Yes.

15 MR. JAMES: Thank you.

16 BY MR. JAMES:

17 Q. Do you recognize this document?

18 A. Yes.

19 Q. Is this the contract you claim to have
20 had with SEIU Local 1107?

21 A. Yes.

22 Q. Is that your signature?

23 A. Yes.

24 Q. Who presented this document to you?

25 A. I believe it was Cheri Mancini or it
828

1 Q. Did that make you feel good?

2 A. I -- not really. I mean, it was nice
3 that they got -- that the people up in Elko got
4 their contract resolved, but that was what part of
5 my job was.

6 Q. With regard to the hospital, was it a
7 dispute up in Elko?

8 A. Yes.

9 Q. Did you appear on local TV with regard to
10 that dispute up there?

11 A. I don't know if I appeared. I appeared
12 -- I remember I was on a radio interview. I don't
13 know if I appeared on local TV.

14 I believe a station came out to a picket
15 that I was at, and I directed them to members of the
16 union to interview. I don't think I appeared on TV,
17 though, no.

18 Q. What were you doing at the picket?

19 A. I had gone up there for -- I think they
20 were in a bargaining, and I had gone up there with
21 LaNita Troyano and -- no.

22 I went up there by myself and I drove
23 back with LaNita Troyano. But I went up there, and
24 the day we were leaving, there was a picket
25 scheduled. So I went out to the picket, and I think

1 And then the event on August 31st when
2 she claimed that I was drunk at work and stealing
3 from my -- I think she said excessive spending or
4 something, which I don't -- I had no idea what she
5 meant by that.

6 Q. Did you actually hear her utter the words
7 that you were drunk at work and had excessive
8 spending?

9 A. No.

10 Q. Do you know anybody who actually heard
11 her utter those words?

12 A. Yes. People came in to me and told me
13 that she said -- not that I was drunk at work, but
14 that her people -- she had some people working
15 there, some interns -- not interns.

16 They were actual like part-time staff
17 people that she was trying to get jobs for, and they
18 had told her allegedly that I smelled of alcohol.

19 That's what she said at the meeting, that
20 I smelled of alcohol, which I was like, That's quite
21 amazing.

22 Q. So she had taken reports given to her to
23 the executive board?

24 A. Yes --

25 Q. Okay.

1 Q. Would you say that those events and court
2 cases and issues were designed to promote the goals
3 of Local 1107?

4 A. Yes.

5 Q. How would you communicate information to
6 be collected to President Mancini?

7 A. It depends on the communication.
8 Sometimes verbally, sometimes in writing.

9 Q. I think you had mentioned that Local 1107
10 had thousands and thousands of members during your
11 employment; is that true?

12 A. No. They had 19,000 people,
13 approximately, in the bargaining unit, and about
14 9500 members.

15 Q. And your role as communications director
16 was to disseminate information to those -- all of
17 those individuals, correct?

18 A. Yes. Sometimes just members, sometimes
19 the entire bargaining unit. For instance, when we
20 put out a flier with our endorsements, we mailed it
21 to all of the bargaining members.

22 Q. Were there any verbal contract agreements
23 with Local 1107, between you and Local 1107?

24 A. Yes.

25 Q. What were those agreements?

1 Q. Okay. If I understood your testimony
2 correct, you reported directly to Cherie Mancini; is
3 that right?

4 A. I did.

5 Q. Okay. And she was then the president of
6 1107, right?

7 A. When I first was hired, she was the vice
8 president, and she was elected in the end of June as
9 president. So, technically, no. She was the vice
10 president at the beginning.

11 Q. And when you first started and she was
12 vice president, you reported directly to her?

13 A. I did.

14 Q. And then when she was elected president,
15 you continued to report directly to her?

16 A. Yes. I believe when she was the vice
17 president, she was kind of like the acting president
18 because there was no president.

19 Q. I see. Okay.

20 Other than Cherie Mancini, did you report
21 directly to anybody else at 1107?

22 A. Report directly? Just like if Mary
23 Grillo was in town, I reported to her --

24 Q. Okay.

25 A. -- but that was basically it, just those

832

1 A. Right.

2 Q. Got it.

3 A. But there was an investigation without me
4 being questioned, so who's to say?

5 Q. And prior to the time you were
6 terminated, were you ever disciplined or counselled?

7 A. No, I was not.

8 Q. Okay. When you took that vacation in
9 2016 or that vacation in 2017, who did you inform
10 that you were intending to take vacation?

11 A. Well, I informed Cherie first, and then I
12 informed everyone to let them know that I would be
13 gone; if there was anything I needed in my absence,
14 to get it to me before I left.

15 Q. So first you would ask Cherie for
16 permission --

17 A. Yes.

18 Q. -- and then you would notify the rest of
19 your staff?

20 A. Yes.

21 Q. Okay. And did you supervise anyone at
22 1107? I wasn't entirely clear about your answer.

23 A. Not really, no. I mean, I didn't have
24 any direct reports, nothing like that.

25 Q. Okay. Okay.

1 (Exhibit No. 13 marked
2 for identification.)
3

4 BY MR. COHEN:

5 Q. Ms. Gentry, I'm showing you a document
6 that's been marked as Exhibit 13. It was attached
7 in an earlier pleading in this case as your job
8 description.

9 Does it look familiar to you?

10 A. Yes.

11 Q. Okay. And does it look like the job
12 description that was in effect while you were the
13 communications director?

14 A. As far as I know, yes.

15 Q. Okay. So I would like to just spend some
16 time going over the duties and responsibilities
17 listed here and try to understand better what
18 exactly they are.

19 The -- under Key duties and
20 responsibilities, it says, The communication
21 director serves as a key adviser to Local 1107
22 leadership in a variety of internal and external
23 communications, develops short-term and long-term
24 campaigns strategies, and plans for increasing the
25 size, strength, activism, and savvy of our union

834

1 membership.

2 Is that an accurate description of your
3 key duties and responsibilities when you were the
4 communications director?

5 A. Yes, I suppose it is.

6 Q. Okay. And when it says "key adviser to
7 Local 1107 leadership," who were the leaders that
8 you were a key adviser to during the time you were
9 the communications director?

10 A. I suppose that was meant to be the
11 officers and the Eboard.

12 Q. Okay. And at the time you were the
13 communications director, Cherie Mancini was
14 president, except for a short time at the beginning,
15 it sounds like?

16 A. Right.

17 Q. Well, there were elections in June of
18 2016, right?

19 A. Yes.

20 Q. And so leadership changed at that time?

21 A. Yes.

22 Q. As of June 2016, am I correct that Sharon
23 Kisling was the vice president?

24 A. Yes --

25 Q. Okay.

1 A. I don't know that there was much strategy
2 involved in that. Another example would be they
3 were having issues with UMC regarding its
4 contract -- I believe an election was put off or
5 something -- and Cherie and Peter and some of the
6 organizers were in a room, and they wrote up a
7 statement to put out.

8 And then they came into my office to get
9 my input on the statement, and I read it and advised
10 them to take out a reference to fiduciary duty, but
11 they didn't listen to me.

12 And that ended up being an issue, so I
13 guess -- I mean, I advise, but nobody -- not a lot
14 of people would listen to what I had to say, so --

15 Q. Okay.

16 A. So my advisory function was, I would say,
17 somewhat limited, but, yeah. I mean, so my strategy
18 in that was that you don't accuse somebody of a
19 legal term, of violating a legal standard kind of.

20 Q. And I guess more generally, the
21 development of short-term and long-term campaign
22 strategies was, for your part, determining the best
23 message to achieve the union's goal; is that fair?

24 A. Right. And, for instance, when the ACA
25 was under attack, you know, I would advise to go out

1 and lobby -- not lobby, but protest outside Heller's
2 office and get our partners to come out and that
3 sort of thing, but nothing revolutionary, I'm sure.

4 Q. Was there anybody at the local at that
5 time also engaged in strategic communications?

6 A. At the local? No, but they had people
7 come in from the International.

8 Q. Okay. Let's just stick with the local
9 for now.

10 A. Okay.

11 Q. Other than you, no one else really worked
12 on strategic communications?

13 A. No, not really.

14 Q. Okay.

15 A. Peter would, you know, sometimes tell me
16 what he thought we should do and -- on
17 communications, on messaging, and things because he
18 was the organizing political director, but,
19 directly, no.

20 Q. So you got input from other directors on
21 messaging?

22 A. Sure.

23 Q. That happened regularly, I'm assuming?

24 A. Sure.

25 Q. But it was your job to kind of marshal

1 Q. Okay. The second bullet point talks
2 about production of newsletters, website, social
3 media content, press releases, public remarks, and
4 speeches, fliers, brochures, op-eds, talking points,
5 letters to the editor, and other materials.

6 Did you actually prepare those types of
7 communications during the time you were the
8 communications director?

9 A. Yes.

10 Q. Okay. Let's take, for example, public
11 remarks and speeches.

12 Were you actually drafting speeches and
13 public remarks for 1107 representatives?

14 A. Yes --

15 Q. Okay.

16 A. -- but she would often discard them and
17 go off and ad lib.

18 Q. And when you say "she," you mean Cherie?

19 A. The bane of my existence, but, you know,
20 it happens.

21 Q. Yeah.

22 A. Yeah, Cherie.

23 Q. Okay. So I'm assuming you drafted public
24 remarks and speeches for Cherie?

25 A. Yes.

1 Q. Okay. The next sentence says, Also
2 responsible for training and preparing members and
3 leadership for press events and/or other public
4 statements.

5 Is that something different than what we
6 have already discussed?

7 A. Not really, no.

8 Q. Okay. The next bullet point is
9 development of proactive earned media and digital
10 campaigns that reenforce, protect, and expand
11 awareness of the union's branding and mission.

12 What does that entail? I guess we could
13 take it piece by piece.

14 What's development of proactive earned
15 media?

16 A. Proactive earned media is just a story
17 placed in the newspaper or a magazine about
18 something that the union has achieved.

19 Q. And how would you go about developing
20 that?

21 A. Well, sometimes it could be campaign
22 based, in which case, you know, you're initiating --
23 you're trying to sell a story, but sometimes there
24 were actual events to base it off of.

25 2015 was a horrible legislative session
839

1 for unions in Nevada, and so when I came on in 2016,
2 they had -- the union had been challenging several
3 of the laws -- several of the results of the laws
4 and how it affected bargaining unit members.

5 So much of the beginning of my work was
6 interpreting court rulings and sending the court
7 rulings out to members and things like that.

8 Q. Okay. Was part of the development of
9 proactive earned media just reaching out to contacts
10 you had in the news media --

11 A. Yeah.

12 Q. -- and, you know, trying to get them
13 interested in the story that you thought was
14 important?

15 A. Yes. And that's what I was saying. For
16 -- on those issues, you know, when there's a court
17 ruling, it's much easier to sell a story than if
18 it's something nebulous but trying to say, This is a
19 great union, come do a story on it, you know.

20 Q. Right.

21 And as far as you know, you were the only
22 person at 1107 that played that role -- right? --
23 reaching out to the press, trying to get the press
24 engaged in --

25 A. No, I was not.

1 Q. Okay.

2 A. There was sabotage going on in a major
3 way.

4 Q. Okay. Well, let me -- before we get to
5 the sabotage --

6 A. Okay.

7 Q. -- were you the person who was supposed
8 to be --

9 A. Yes, sir.

10 Q. -- solely responsible for cultivating
11 those relationships with the press?

12 A. Yes, sir.

13 Q. Okay. And it was -- you were supposed to
14 be the only person who got the press to cover
15 certain campaigns by 1107?

16 A. Yes, sir.

17 Q. Okay. At some point, that was sabotaged?

18 A. Yes.

19 Q. By whom?

20 A. I don't know, but I can only assume it
21 was Sharon Kisling as well as the people at UMC.

22 Q. And what led you to believe there was
23 sabotage?

24 A. Because people brought me pictures of --
25 or they brought me fliers that had a -- like a

841

1 yeah. Once the hearing in October was over, things
2 got -- pretty much went back to normal, and we were
3 just trying to do our jobs --

4 Q. Okay.

5 A. -- with as little interference as
6 possible, so --

7 Q. Did you have regular meetings with
8 director-level staff at the local?

9 A. Yes.

10 Q. Okay. And who was at those meetings?

11 A. We had a meeting every Monday morning
12 with the directors and Cherie, and then we would go
13 into the staff meeting.

14 Q. Okay. And tell me, who was present at
15 the director meeting besides you and Cherie?

16 A. Peter.

17 Q. And that's Peter Nguyen?

18 A. Yes.

19 Q. And he was the director of organizing?

20 A. Yes.

21 Q. Okay.

22 A. And once Robert came on, Robert was
23 there.

24 Q. And that's Robert Clarke --

25 A. Yes.

1 we were told to go home.

2 So I didn't -- I mean, I was in my office
3 for all of maybe 30 minutes, an hour, and I was told
4 to go home, and then I never went back there --

5 Q. Okay.

6 A. -- except to be terminated --

7 Q. And --

8 A. -- oh, no. I went to that meeting with
9 them, and then I was terminated.

10 Q. At some point, were you asked to complete
11 a questionnaire about your work duties?

12 A. Yes, I was.

13 (Exhibit No. 14 marked
14 for identification.)

15

16 BY MR. COHEN:

17 Q. And, Ms. Gentry, do you recognize Exhibit
18 Number 14?

19 A. Yes.

20 Q. And what is it?

21 A. This is the questionnaire they asked us
22 to fill out.

23 Q. Okay. And does this look like the
24 answers you gave to the questions that were posed to
25 you?

1 A. Yes.

2 Q. Okay. Now, under 1, it says, List your
3 job title and describe your job duties and
4 responsibilities.

5 Am I correct that you then filled -- the
6 rest of that language before Number 2 is what you
7 completed?

8 A. Yes.

9 Q. Okay. And the same for the rest of this
10 questionnaire, correct?

11 A. Yes.

12 Q. Okay. And this was your attempt to
13 accurately set forth what your duties and
14 responsibilities were, correct?

15 A. Yes.

16 Q. Okay. And am I correct that what you're
17 describing here is very similar to the job
18 description that we looked at earlier in terms of
19 your job duties?

20 A. Yes.

21 Q. Okay. So a few lines down, it says,
22 Research and produce investigative reports to
23 augment campaigns and influence members of the
24 public and decision-makers. That's something we
25 haven't talked about before.

1 What did that entail?

2 A. Well, we did -- I mentioned in Elko, they
3 had a problem getting a contract signed, and one of
4 the issues we kept hearing from the nurses up there
5 was that people were leaving because of the working
6 conditions and the lack of security.

7 So I wrote some stories about the lack of
8 security and the working conditions and generated
9 some media attention, and they were willing to sign
10 the contract, so --

11 Q. Got it.

12 That's an example of an investigative
13 report that augmented a campaign?

14 A. Yes.

15 Q. Got it.

16 Then I --

17 A. They were the most profitable hospital in
18 Nevada, the Elko hospital.

19 Q. Which is why they spend so much on
20 security, right?

21 A. A doctor had to use his TASER on a
22 patient. That was one of the stories I did.

23 Q. The next line down, it says, Produce
24 opposition research as needed.

25 A. Right.

1 Q. Is that similar to what you just
2 described, or is that something different?

3 A. No. It's the same thing. For instance,
4 when the -- as I mentioned, the trauma system issue,
5 we did opposition research on HCA and UHS and their
6 efforts to do trauma for profit, basically, so --

7 Q. Got it.

8 A. And I wrote about it or I gave, you know,
9 Cherie information to speak at the health district
10 when she talked about it, so that sort of thing.

11 Q. Right.

12 And she depended on you for that, right?

13 There was no other person on her staff
14 who fulfilled a similar role; is that right?

15 A. No, but she was pretty good at doing it
16 herself, too.

17 Q. Okay.

18 A. She was very astute.

19 Q. Yeah.

20 The next bullet point says, Maintain
21 editorial calendars for social and print media.

22 What's that?

23 A. Just what it says, maintain a calendar
24 with, you know, scheduling, basically, social media
25 campaigns and other communications campaigns.

1 Q. Okay.

2 A. Kind of like a communications plan, but
3 just on a calendar.

4 Q. Got it.

5 A. You know, when to send out the mailer so
6 that it hits before early voting starts and just
7 things like that.

8 Q. Got it.

9 So it's syncing up your messaging with
10 the timing of a particular campaign?

11 A. Yes.

12 Q. Okay. The next point down, it says,
13 Assign/assist staff to produce newsletter material
14 as needed.

15 A. Right.

16 Q. Give me an example of assigning staff to
17 produce newsletter material.

18 A. So we would have a staff meeting and tell
19 them we were coming out with another of our
20 quarterly newsletters or a monthly newsletter or we
21 were hoping to get some input from them on story
22 ideas.

23 Anything going on in the bargaining units
24 that they covered that we could report on; any, you
25 know, employee recognitions, acknowledgements that

847

1 reporters --

2 Q. Okay.

3 A. -- so that they will, you know --

4 Q. Run stories?

5 A. -- take an interest in your stuff, yeah.

6 Q. Got it. Okay.

7 A. For instance, next week, I'm speaking --
8 I was invited by the AFL-CIO to speak -- there's a
9 machinists' union convention here, and they're
10 having a media panel.

11 And that's what I'm talking about, is how
12 union communications people can facilitate
13 relationships with the media and get their stuff.

14 Q. Got it.

15 The second page describes a number of
16 major campaigns you were involved with, and it lists
17 a number of them. For example, 2017 legislature, it
18 says, Assisting with legislative strategy.

19 Can you just describe, in your own words,
20 what was your role in assisting with that
21 legislative strategy?

22 A. Well, I just know a lot of the lawmakers
23 because I had them on my show so many times --

24 Q. Got it.

25 A. -- so I was able to tell them who to
848

1 approach for different things. That's all.

2 Q. Got it.

3 A. Nothing important.

4 Q. Okay. And when you say you were able to
5 tell them who to approach, meaning you would tell
6 1107's leadership who were sympathetic legislators
7 or --

8 A. Yes.

9 Q. Okay. And it says the union was part of
10 a coalition working to reign in the cost of
11 pharmaceuticals.

12 Did you participate in coalition meetings
13 on behalf of 1107?

14 A. Yes.

15 Q. Okay. And what was your role at those
16 meetings?

17 A. Well, a lot of the communications people
18 like Bethany Kahn of Culinary 226. We would meet
19 and talk about strategy for the campaign.

20 Q. Got it. Okay.

21 The next one down is mass transit/RTC.
22 I'm helping to assess the mass transit needs of
23 members and the community as part of a local
24 coalition --

25 COURT REPORTER: I need you to slow down
849

1 Q. Okay. So it was just you, Steve, and
2 Martin at the meeting?

3 A. Yes.

4 Q. Okay.

5 A. I believe they had a lady there from -- I
6 didn't know her -- from the International, maybe --

7 Q. Okay.

8 A. -- who came in at one point.

9 Q. Okay. But she wasn't there the whole
10 time?

11 A. I don't think so.

12 Q. Did she say anything?

13 A. I don't think so.

14 Q. Okay.

15 (Exhibit No. 17 marked
16 for identification.)
17

18 BY MR. COHEN:

19 Q. So, Ms. Gentry, do you recognize Exhibit
20 Number 17?

21 A. Yes.

22 Q. And when did you receive this letter?

23 A. That day when they terminated me, I
24 think.

25 Q. Okay. Was it at that meeting?

1 A. I believe so, yes.

2 Q. Okay. And who presented you with this
3 letter?

4 A. Martin.

5 Q. Martin?

6 And this conversation -- I'm sorry if you
7 already told me -- it was at 1107's offices?

8 A. Yes.

9 Q. Okay. And do you recall Martin saying
10 anything that was different from what is described
11 in this letter as the reason for your termination?

12 A. No.

13 Q. Okay. So what he told you verbally was
14 consistent with what the letter says about why the
15 local was terminating you?

16 A. I don't remember what he said. Sorry.

17 Q. Okay. Other than what you just described
18 a moment ago?

19 A. I don't remember what he said except
20 that, you know, We're terminating you.

21 Q. Okay. Was it a long conversation?
22 How long do you think it lasted?

23 A. No. And I think I already knew because
24 they were calling in other people, and I had already
25 heard from other people that they had been

1 terminated.

2 Q. Okay.

3 A. I don't remember who it was.

4 Q. Do you recall roughly how long the
5 meeting lasted?

6 A. A minute.

7 Q. It was short?

8 A. Yeah. Two minutes, maybe.

9 Q. Okay. So other than Martin conveying to
10 you that you had been terminated and that they were,
11 I think you said -- I'm sorry.

12 What did you say he said?

13 A. They were going to bring in their own
14 people.

15 Q. Other than him saying that, do you recall
16 anything else he said?

17 A. That was it.

18 Q. And what about Steve Ury?

19 Did he say anything during the meeting?

20 A. I don't believe so, no.

21 Q. Okay. And the third individual who came
22 in, do you know who that was?

23 A. I don't. I'm sorry.

24 Q. Do you know what organization she was
25 with?

1 Q. Okay.

2 A. I had forgotten about that, but
3 apparently I did, yeah. I believe I was getting
4 media inquiries.

5 Q. So you were getting media inquiries after
6 you were terminated?

7 A. About the trusteeship, because people
8 didn't know I was terminated, I suppose.

9 Q. Got it. Sure, sure.
10 Is that what prompted you to notify
11 Martin to take you off as press contact?

12 A. Yes.

13 Q. Okay. Now, you -- you issued some sort
14 of press release on May 14th, correct?

15 A. I don't remember the day. I'm sorry.

16 Q. Okay. Okay.

17 (Exhibit No. 18 marked
18 for identification.)

19

20 BY MR. COHEN:

21 Q. So, Ms. Gentry, do you recognize the
22 document that was marked as Exhibit 18?

23 A. I do.

24 Q. Okay. And describe for me what that is.

25 A. This is the news release that they had me
853

1 send out that Peter and Andrea and Robert came to my
2 house to talk about.

3 Q. Okay. So when did that meeting occur, if
4 you can recall?

5 A. I'm sorry. I don't remember.

6 Q. Okay.

7 A. It was probably within a week or two of
8 the terminations.

9 Q. Okay. Well, this is dated May 14th.
10 Am I correct that it was sometime prior
11 to May 14th?

12 A. Yes. It would have been -- this is dated
13 May 15th, so it probably was that day, Sunday, that
14 we had the meeting.

15 Q. So Sunday, May 14th, is the date of the
16 e-mail?

17 A. As in -- yeah, we probably had the
18 meeting at my house that day.

19 Q. Okay. Let's go through just the
20 individuals on this e-mail.

21 It's sent from you at
22 danagentrylv@gmail.com.

23 Is that your personal e-mail address?

24 A. It is.

25 Q. Okay. And then it's sent to --

1 MR. MCAVOYAMAYA: I'm just going to do a
2 standing objection to the relevance of any event
3 that occurred after the trustee -- after the
4 termination.

5 BY MR. COHEN:

6 Q. Ms. Gentry, it's sent to
7 inignem@outlook.com.

8 Who's that?

9 A. I have no idea. Sorry.

10 Q. Okay. And it CCs three individuals. The
11 first one is peterjkd@gmail.com.

12 Is that Peter Nguyen?

13 A. Yes.

14 Q. The second person on the e-mail is
15 benita24@gmail.com.

16 Who's that?

17 A. I don't know.

18 Q. Is that Ms. Bond?

19 A. I don't know.

20 Q. Okay. And then the third individual is
21 hellcat66@att.net.

22 A. That's Cherie.

23 Q. Okay. So there was a meeting that
24 occurred at your house. Tell me the genesis of that
25 meeting.

1 How did it come about?

2 A. I believe somebody called me. I'm not
3 sure if it was -- I feel like it was Andrea who
4 called me and told me they were speaking with an
5 attorney, and they were trying to get the
6 trusteeship overturned or Cherie reinstated or
7 something like that, and they needed help with a
8 news release.

9 So I said, I'm happy to help in any way I
10 can. They wanted me to send it out to national
11 media contacts, not local.

12 So I didn't have any national media
13 contacts. I believe they supplied me with a list of
14 people to send it to.

15 Q. Okay.

16 A. I was just kind of the stenographer.

17 Q. Okay. So she calls you and says she
18 wants your help in this effort, and the next thing
19 that happens is a meeting at your house; is that
20 right?

21 A. Yes.

22 Q. Or are there additional communications
23 prior to a meeting?

24 A. No. I think they just came over.

25 Q. Okay. And when you say "they," it's
856

1 Peter -- Peter Nguyen, Andrea Bond, and Robert
2 Clarke?

3 A. I'm not really sure if Robert was at the
4 meeting --

5 Q. Okay.

6 A. -- but I believe Andrea and Peter were
7 there.

8 Q. Okay. What about Cherie?

9 A. I don't think Cherie was there.

10 Q. Okay.

11 A. I don't remember seeing Cherie after she
12 got fired until I ran into her at a gas station like
13 not -- maybe six, eight months ago, so --

14 Q. Okay. Okay. And when they come to your
15 house, what do you guys discuss?

16 A. I don't remember. They just -- as I
17 said, I wasn't that into it. They just pretty much
18 gave me this and I sent it out. I don't even think
19 I wrote it.

20 Q. When you say you weren't that into it,
21 why weren't you into it?

22 A. Well, I had kind of a bad taste in my
23 mouth after the -- when they couldn't give me my
24 phone back. I felt that was unfair --

25 Q. Right.



April 18, 2016

Dana Gentry

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 **Communications Director**. This offer of employment shall commence on April 18, 2016.

After a Six (6) month probation period, you will meet with the President of the Local to evaluate your performance and position.

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

1. Effective **April 18, 2016**, you will commence employment with Local 1107, the annual salary for your position will be \$70,000.
2. Effective **June 1, 2016**, you will be entitled to a fully employer funded health care 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, you will accrue 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. 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 April 18, 2016.

Signed:

Dana Gentry

Date:

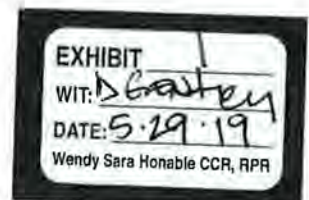
4/18/16

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



Logg 003

Appendix 039



Michael Mcavoyamaya <mmcavoyamayalaw@gmail.com>

Fwd: Website

1 message

Dana Gentry <danagentrylv@gmail.com>

Sat, Sep 1, 2018 at 1:57 PM

To: Michael Mcavoyamaya <mmcavoyamayalaw@gmail.com>

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

From: **Dana Gentry** <danagentrylv@gmail.com>

Date: Sun, May 7, 2017 at 4:22 PM

Subject: Website

To: Martin Manteca <martin.manteca@seiu.org>, <janet.veum@seiu.org>, <luisa.blue@seiu.org>, Steven Ury <steven.ury@seiu.org>

Please remove me as the media contact. Thank you.

Sent from my iPhone



859
Gentry-Clarke000071

Appendix 040

9/4/2018, 4:26 PM

Valley Hospital Medical Center cut ties with union, union official says



Valley Hospital is seen on Friday, Oct. 17, 2014. (David Becker/Las Vegas Review-Journal)

By MICHAEL SCOTT DAVIDSON LAS VEGAS REVIEW-JOURNAL



March 1, 2017 - 5:12 pm

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Valley Hospital Medical Center has severed ties with Service Employees International Union Local 1107, the union reports.

The move, which came Feb. 17, cut off contract negotiations, SEIU spokeswoman Dana Gentry said. The hospital no longer recognizes the SEIU as representing a bargaining unit of more than 500 registered nurses.

Union President Cherie Mancini believes Desert Springs Hospital Medical Center is trying to follow suit, according to an internal union memo

obtained by the Las Vegas Review-Journal.

“We have received numerous reports that Desert (Springs Hospital) employees have been forced or otherwise coerced to sign (decertification) cards or had their information used electronically without consent for the purpose of removing your union,” Mancini said in the memo.

A spokeswoman for both hospitals declined to comment.

But the SEIU provided the Review-Journal with a letter from Valley Hospital Medical Center, dated Feb. 17 and apparently signed by hospital CEO Elaine Glaser, that states the recognition was withdrawn because the union lost support from a majority of bargaining unit members.

“Specifically, we have verified that over 50 percent of the current bargaining unit RNs (registered nurses) signed cards indicating they did ‘not wish to be represented’ by the union ‘for the purpose of collective bargaining with my Employer,’” the letter states.

Union spokeswoman Dana Gentry said the SEIU represents 535 registered nurses at Valley Hospital Medical Center. At Desert Springs Hospital, the union represents 439 registered nurses and 91 health care technicians.

Contracts for nurses in bargaining units at both hospitals expired last May, Gentry said.

Both for-profit hospitals are owned by King of Prussia, Pennsylvania-based Universal Health Services Inc. and are part of The Valley Health System, a network of six local acute-care hospitals. The SEIU organized at both hospitals in 2000, Gentry said.

Last week, the union filed a complaint against Valley Hospital Medical Center with the U.S. National Labor Relations Board. The complaint alleges

the hospital withdrew its recognition without producing proper evidence to back its claims about lost support.

UNLV law professor Ruben Garcia, a labor law expert, said the union's complaint could reverse the hospital's decision.

"If they've been found to improperly withdraw recognition, they'll be forced to go back to the table and bargain in good faith," he said.

MORE LABOR COMPLAINTS

Since September, the SEIU has submitted at least five complaints against Valley Hospital Medical Center to the NLRB.

The union claims the hospital stopped collecting union dues from employee paychecks seven months ago, restricted union representatives' access to the hospital and removed postings from union bulletin boards at the hospital.

Another complaint accuses hospital management of implying that supporting the union would impede employees' career advancement.

The NLRB has not held a hearing for most of the complaints yet, Gentry said. All cases remain open, according to the board's website.

Contact Michael Scott Davidson at sdavidson@reviewjournal.com or 702-477-3861. Follow @davidsonlvvj on Twitter.

Top 2 elected officials removed from Nevada service union



Service Employees International Union Local 1107 members and supporters, wearing purple shirts, wait for public comment to take place during the County Commission meeting at Clark County Government Center, Tuesday, June 16, 2015, in Las Vegas. Las Vegas Review-Journal

By Michael Scott Davidson Las Vegas Review-Journal



April 26, 2017 - 2:30 pm

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Service Employees International Union removed its Nevada chapter's two highest-ranking elected officials Wednesday, according to an internal memo obtained by the Review-Journal.

President Cherie Mancini and executive vice president Sharon Kisling are barred from holding office for one year and are suspended from union membership for six months, the memo states.

SEIU Local 1107 spokeswoman Dana Gentry confirmed via email that Mancini and Kisling have been ousted. Both were elected in June, but

Mancini had served as the local's president since Martin Bassick resigned in October 2015.

Although Mancini and Kisling campaigned together, the two clashed repeatedly during their time at the helm of SEIU 1107.

The infighting prompted in a private two-day hearing in October, during which members of SEIU International's executive board and hearing officer Carol Nieters heard complaints about how the local union was being run.

"The overall pattern that emerges from the evidence is one of a President willing, and even inclined, to sideline her fellow officers so that she can function autocratically or, at best, with a small cadre of staff whose hiring was never even approved by the (SEIU 1107 Executive) Board," Nieters wrote in a report of her findings. "Her conduct is not to be condoned."

Mancini declined an interview through Gentry. Kisling could not immediately be reached for comment.

SEIU Local 1107 represents about 18,000 workers in Nevada. About half are government employees and half are private sector health care workers.

SEIU International executive vice president Neal Bisno and deputy chief of staff Deedee Fitzpatrick attended a SEIU 1107 executive board meeting Wednesday night "in order to discuss how the Local can move forward in the way that best serves its members," the memo states.

SEIU International president Mary Kay Henry appointed SEIU International staff members Kathy Eddy and Steve Ury to assist Local 1107 leaders "with carrying out the Local's priorities and commitments," the memo states.

Months of infighting

Nieters recommended Mancini's removal because of actions the president took in July against members of SEIU 1107's contract bargaining team at

University Medical Center.

Mancini unilaterally canceled an imminent contract ratification vote with the hospital and announced she was opening an internal investigation into the bargaining team members for violating their fiduciary duty “without any explanation or evident justification,” Nieters wrote.

“Her accusation impugned the integrity of the bargaining committee members and their loyalty to their members, and put the Local and its entire membership in a terrible light with the employer and the community,” Nieters wrote.

Mancini was also faulted for hiring union staff and approving service contracts without the permission of the other members of SEIU 1107’s executive board, and for meeting with administrators from different companies without inviting vice presidents on the union’s corresponding bargaining units.

Nieters recommended removing Kisling from office because of her attempt in August to usurp Mancini’s authority.

While Mancini was on vacation, Kisling tried to fire SEIU 1107 Director of Organizing and Representation Peter Nguyen. During a confrontation at the union hall, Nieters wrote, Kisling “accosted, hounded, berated and threatened” Nguyen, resulting in another executive board member putting her body between Kisling and Nguyen in fear that the altercation would become physical.

“In sum, Sister Kisling’s actions in attempting to terminate Peter Nguyen amounted to an abuse of her position and a blatant attempt to aggrandize to herself the authority of Sister Mancini long enough to rid herself of an individual staff member who had long been a thorn in her side,” the hearing officer wrote. “Such conduct cannot be countenanced.”

Contact Michael Scott Davidson at sdavidson@reviewjournal.com or 702-477-3861. Follow @davidsonlvvj on Twitter.

[View this document on Scribd](#)

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:

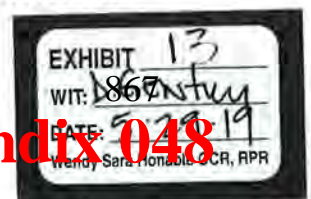
- Development and implementation of Local 1107 internal and external strategic communications plans, including the areas of press, graphic design, mail and digital communications.
- Production of newsletters, website, social media content, press releases, public remarks and speeches, fliers, brochures, 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.

WORK ASSIGNMENT QUESTIONNAIRE

Please answer the following questions about your work. Feel free to attach additional sheets if there is not enough room for your answer.

1. List your job title and describe your job duties and responsibilities.

Communications Director

Develop and execute communications plan in keeping with budget and designed to support members and advance goals of SEIU Nevada

Maintain internal and external communications including email, texts, flyers, news releases, social media, event notification, newsletters (electronic and print) and website

Produce literature and other content as needed

Create messaging, plans, strategy and media for priority campaigns of both Local and IU

Research and produce investigative reports to augment campaigns and influence members, public and decision makers

Produce opposition research as needed

Maintain editorial calendars for social and print media

Assign/assist staff to produce newsletter material as needed

Monitor employer activity via public meetings, public filings, news reports, etc.

Execute special projects as directed

Assist in planning and execution of member/volunteer events

Cultivate and maintain media relationships

Collaborate with advocacy organizations within a variety of coalitions

2. Who do you report to?

I previously reported to the president.

- 3.



Describe the major campaigns you are involved in, including the campaign, the issue, the goal(s), departments involved, key member activists in the campaign and actions already taken.

2017 Legislature

Assisting with legislative strategy, including fix for 2015 anti-union measure, which abolished Evergreen clauses from public employee union contracts. State Senate Minority Leader Michael Roberson is spearheading the effort to preserve the 2015 legislation. He is also hoping to eliminate banked time from public employee contracts.

We are also working to put teeth in the state's hospital staffing law and raise the minimum wage.

The union is also part of a coalition working to rein in the cost of pharmaceuticals. Bethany Khan of Culinary 226 is the contact. bkhan@culinaryunion226.org She has asked that we provide a member who is affected by the high cost of diabetes drugs for a hearing this Wednesday, May 3 at Noon.

A full list of our priority bills can be found [on the website](#). Lobbyist - Mariene@thelockardgroup.net

Mass Transit/RTC

I am helping to assess the mass transit needs of members and the community as part of a local coalition supporting the \$23 billion vision of the Regional Transportation Commission, which is one of our public employers. The project offers many job opportunities for members. Bill Marion is a private consultant who represents the RTC. 702-283-0813. **Have meeting scheduled with Bill and mass transit expert on May 23 at 11:30.**

Las Vegas Raiders Stadium

We joined five unions in a news release expressing the need for good, union jobs should the project proceed.

I have been attending stadium board meetings and monitoring progress. **Next meeting is May 11 at 1 p.m., County Govt Center.**

We have submitted a vendor interest form for custodial and/or food service positions.

President Mancini had discussions with the Laborers' Union. This is a politically sensitive

topic because of the Culinary Union's opposition to the project and reluctance to take part. We stand to gain however it is at the risk of damaging our relationship with Culinary and State Senator Yvanna Cancela, formerly the Comms/Political Director of Local 226.

Contacts: Tommy White <tommylocal872@aol.com>, Tom Morley <tom@local872.com>

Bargaining

I am assisting the Addus organizers find affordable insurance to propose in negotiations. Consulted with SEIU IU Health and Welfare and advised to find policy locally. Have identified one at half the premium currently paid by Addus employees. Current employee contribution is about three time the amount that would make the premium affordable under ACA guidelines, or no more than 9.6 percent of gross income. Don't know how Addus is getting away without massive fines. May be able to use as a bargaining chip.

Presenting to bargaining team at May 12 negotiations.

Insurance broker is George Maalouf of Brown & Brown Insurance (702)457-2268

UHS Opposition Research/FBI Investigation

I have been compiling instances of questionable activity by UHS hospitals in Las Vegas. Some has already been reported on our website and elsewhere. Please let me know if you want links.

Additionally, the FBI has asked to interview our sources and is expected to visit Las Vegas this month.

Wage Theft

I have lined up an attorney who is willing to file a lawsuit on behalf of home care workers who have been victims of wage theft, which is rampant among local employers. We have published stories and our workers have testified before lawmakers.

One worker, Detra Page, is expected to leave her agency this month so that she may identify other workers and file a lawsuit.

Bradley Schrager of Wolf Rifkin Shapiro is the attorney. BSchrager@wrslawyers.com

4. Do you work with allied groups (non-profits, advocacy organizations, other unions or the AFL, etc.)? If so, please list any such groups, your individual contacts there and in what context you work with them.

I collaborate with the following people to generate interest and participation in actions,

events, trainings, etc.

Battle Born Progress, Annette Magnus annette@battlebornprogress.org

For Our Future, Alicia Briancon alicia@forourfuturefund.org

Progressive Leadership Alliance of Nevada, Laura Martin lmartin@planaction.org

Planned Parenthood, Raquel Cruz-Juarez raquel.cruz-juarez@ppfa.org

Children's Advocacy Alliance, Denise Tanata denise.tanata@caanv.org

Organizing For America, Jose Rivera jrivera@ofa.us

Alliance for Health Care Security, Andres
Ramirez, andres@ramirezgroup.com

America Votes, Kenia Morales
kmorales@americavotes.org

Nevadans Together for Medicaid, Jessica Lamb, jessica.lamb@caanv.org

For Our Future, Artie Blanco, artie@forourfuturefund.org

4. List all standing meetings you have/are involved with, including labor-management meetings, committee meetings and worksite or facility meetings. Include the regular date/time/location, regular agenda items and regular participants from the unions and, if applicable, the employer.

Board of Clark County Commission, UMC, Water Rec (First and third Tuesdays at 9 a.m.)

Stadium Authority (TBD)

SNHD Board of Health (TBD)

LVCVA (TBD)

RTC (TBD) Second Thursday at 8:45 a.m.

SEIU Executive Board (Final Wednesday)

Communications Committee (Second Saturday 11 a.m. ?)

5. List all current contract negotiations (including meditation/fact-finding) underway at your worksites. Include name of worksite, names of bargaining committee members, schedule of bargaining dates that have been set and the name and contact information for the employer's representative at the table.

6. Identify any pending grievances, arbitrations, ULPs, litigation or any other claims filed on behalf of members. Include worksite, grievant(s)/plaintiff, steward involved, status of the case, timeline for next stage. Also, identify the location of any files related to these cases/claims, electronic or hard copy.

7. Identify the lists and the location of the lists or databases that you use or keep in the course of representing members within your assigned area, including lists of members, stewards, leaders, etc.

Blue State Digital email database

Revolution Messaging Text database

SEIUNV.ORG

8. Identify all the forms that you use in the course of your representation work including forms for updates/tracking membership, COPE, member activity, etc.

9. Describe the training done or orientation done for new and current stewards in your area. Who conducts the training? How often are the trainings available to stewards in your area?

10. List any Local 1107 property that you use/have access to and can take outside of the office such as a cell phone, laptop, office key or key card, etc.

Cell Phone 702-401-2032

Key to SEIU office door

Key to my office door

11. Do you do any work in Reno or Elko? If so, please describe the work and how often you visit that office.

12. Do you work with any consultants or vendors, including law firms, lobbyists, auditors, political consultants, etc.? List the name of the company/firm, any individuals you work with and in what context you work with them.

Lobbyist Marlene Lockard - Legislative and local government strategy

Anthony Patti, PDQ Printing - Design/Print of paper goods, T-shirts, union bling, etc.



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:

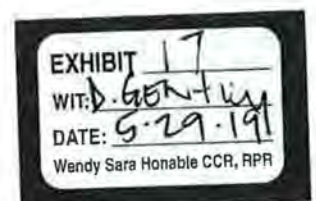
As you know, Local 1107 has been placed under trusteeship by the Service Employees International Union. The Trustees of Local 1107 have been charged with the restoration of democratic procedures of Local 1107. In connection with formulating a program and implementing policies that will achieve this goal, 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 dark ink, appearing to read "Martin Manteca", written over a light-colored background.

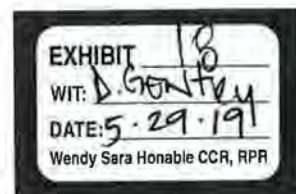
Martin Manteca
Deputy Trustee, SEIU Local 1107



Subject: Re: Press Release
From: Dana Gentry (danagentrylv@gmail.com)
To: inignem@outlook.com;
Cc: peterjkd@gmail.com; benita24@gmail.com; hellcat66@att.net;
Date: Sunday, May 14, 2017 5:44 PM

For Immediate Release May 15, 2017

Contact: Dana Gentry 702-870-8119



Local Union Members Attempt to Regain Control from International

Members of SEIU Nevada Local 1107 are going to court Tuesday to regain control of their Union, which has been seized and placed in trusteeship by SEIU International, at great peril to members.

The removal of Director of Organizing and Representation, Peter Nguyen, from his role as chief negotiator at numerous bargaining tables causes irreparable and permanent harm to union

members and the bargaining process.

Specifically, in the case of Clark County negotiations, Mr. Nguyen's removal and the cancellation of bargaining sessions has made it nearly impossible for an on-time contract to be finalized.

With regard to the Southern Nevada Health District, the trustees placed in control by the International Union have refused to move forward with charges of bad faith and regressive bargaining and intimidation of Union bargaining team members.

Negotiations with Las Vegas Convention Visitors Authority, which had yielded key tentative agreements, have been derailed, as have Mr. Nguyen's preparations for talks with Addus Home Care.

Communication between International Trustees and SEIU Local members has been nearly non-existent. Furthermore, the communication that has trickled to members has been incomplete and misleading.

For example, the International falsely informed news media that all staff would be retained. Three staff members have been terminated and the International Trustees rescinded an offer to a candidate who relocated to Las Vegas.

Additionally, with just weeks left in the 2017 legislative session, the International Trustees are ignoring priorities, including a seminal measure to hold hospitals accountable for patient safety. The International has also abandoned efforts to undue the effects of anti-worker legislation passed in 2015 (SB241), which potentially delays raises and benefits for hard working public employees.

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7/5/2018, 4:33 PM

The International Trustees have cancelled training sessions, bargaining sessions and halted member representation, including grievance processes, also at great peril to members.

The trusteeship also highlights how international unions have fallen out of touch with the bread and butter needs of members on a local level at a time when the working class desperately needs legitimate representation.

The International Trustee's actions in removing a duly elected officer are repugnant and holy unjustified. In fact, President Mancini acted in response to members' requests and demands to protect their interests. The

International's own investigative findings confirm that President Mancini's actions were in the best interest of members. President Mancini currently has an appeal pending with SEIU International's executive board.

Absent any financial impropriety, the International president assumed original jurisdiction without exhausting the local union process first and manufactured an emergency to falsely justify the need for an illegitimate take-over of

the local.

The trusteeship comes on the heels of SEIU international's announcement of drastic budget cuts amid reduced membership and political challenges.

On Sun, May 14, 2017 at 5:20 PM, Adam Smith <inignem@outlook.com> wrote:

|

EXHIBIT

B

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

DANA GENTRY, an individual;)
and ROBERT CLARKE, an)
individual,)
Plaintiffs,) Case No.
vs.) A-17-764942-C
SERVICE EMPLOYEES)
INTERNATIONAL UNION, a)
nonprofit cooperative)
corporation; et al.,)
Defendants.)

DEPOSITION OF ROBERT L. F. CLARKE

Taken on Thursday, May 30, 2019

By a Certified Court Reporter

At 9:33 a.m.

At 7440 West Sahara Avenue

Las Vegas, Nevada

Reported by: Wendy Sara Honable, CCR No. 875
Nevada CSR No. 875
California CSR No. 13186
Washington CCR No. 2267
Utah CCR No. 7357039-7801
Job No. 34103

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626.796.7555
626.577.0124 Fax
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<<<<<< >>>>>>

1			
2			
3			
4		EXAMINATION INDEX	
5			
6	EXAMINATION BY:		PAGE NO.
7	MR. COHEN		6 246
8			
9	MR. JAMES		182 243
10	MR. MCAVOYAMAYA		204 252
11			
12		<<<<<< >>>>>>	
13			
14		EXHIBIT INDEX	
15			
16	EXHIBIT NO.	DESCRIPTION	PAGE NO.
17			
18	23	Letter to Mancini from Clarke dated 7/5/16; 1 page Gentry-Clarke000095	9
19			
20	24	Curriculum Vitae undated; 3 pages Gentry-Clarke000092 - 94	11
21			
22	25	Letter to Clarke from Mancini dated 8/23/16; 1 page Gentry-Clarke000091	14
23			
24	26	Position Description undated; 2 pages Gentry-Clarke	35
25			
			885

1	INDEX: (continuing)		
2			
3			
4	27	Work Assignment Questionnaire undated; 4 pages	55
5			
6	28	E-Mail Message to SEIU Nevada Staff from Manteca and Attached Documentation dated 4/28/17; 6 pages	60
7			
8	29	Text Message Thread dated 4/26/17; 10 pages Gentry-Clarke000163 - 172	74
9			
10	30	Text Message Thread dated 4/26/17; 24 pages Gentry-Clarke000173 - 196	88
11			
12	31	Text Message Thread dated 4/27/17; 4 pages Gentry-Clarke000197 - 200	116
13			
14	32	Text Message Thread dated 4/30/17; 2 pages Gentry-Clarke000201 - 202	121
15			
16	33	Letter to Clarke from Manteca dated 4/4/17; 1 page Gentry-Clarke000009	126
17			
18	34	Text Message Thread various dates; 5 pages	132
19			
20	35	Text Message Thread undated; 7 pages Gentry-Clarke000103 - 109	138
21			
22	36	Letter to Clarke from Asperas and Attached Documentation dated 12/22/17; 2 pages Gentry-Clarke000111 - 118	153
23			
24			
25			886

1	INDEX:	(continuing)
2		
3		
4	37	Plaintiffs' Responses to 159 Defendant's First Requests for Interrogatories dated 4/24/19; 20 pages
6	38	LinkedIn Page 178 dated 5/28/19; 4 pages
8	39	US Individual Income Tax Return 179 Form 1040 2016 undated; 2 pages Gentry-Clarke000099 - 100
10	40	US Individual Income Tax Return 179 Form 1040 2017 undated; 2 pages Gentry-Clarke000101 - 102
13	41	Letter to Clarke from Nevada 180 Department of Employment dated 6/29/17; 3 pages Gentry-Clarke000096 - 98
16	42	Text Message to Clarke from 203 Castro and Attached Messages dated 6/30/17; 2 pages Gentry-Clarke000134 - 135
20		<<<<<< >>>>>>
21		
22		
23		
24		
25		

887

1 P R O C E E D I N G S

2 (Counsel stipulated to waive

3 the reporter requirements

4 under Rule 30(b)(4).)

5 (Witness sworn.)

6

7 ROBERT L. F. CLARKE,

8 having been first duly sworn, was

9 examined and testified as follows:

10

11

12

EXAMINATION

13 BY MR. COHEN:

14 Q. Do you mind stating and spelling your
15 name for us?

16 A. It's R-o-b-e-r-t; last name, C-l-a-r-k-e.

17 Q. Mr. Clarke, I'm Jonathan Cohen. I
18 represent SEIU and Mary Kay Henry in this action.

19 Have you had your deposition taken
20 before?

21 A. No.

22 Q. Okay. I want to go over some basic
23 instructions for depositions. The court reporter's
24 going to take down everything we say and prepare a
25 transcript of the deposition.

888

1 (Exhibit No. 25 marked
2 for identification.)
3

4 BY MR. COHEN:

5 Q. Mr. Clarke, I'm showing you what's been
6 marked as Exhibit 25.

7 Do you recognize that document?

8 A. Yes, I do.

9 Q. And what is it?

10 A. It's my offer of employment.

11 Q. Okay. And is that your signature at the
12 bottom?

13 A. Yes.

14 Q. And is -- am I correct that you signed
15 that on August 23rd, 2016?

16 A. Yes.

17 Q. Okay. Did you negotiate this contract
18 with anyone at 1107?

19 A. Did I negotiate it? No. This was a --
20 I'm just trying to think. I think the only thing I
21 might have requested was a relocation reimbursement
22 on this.

23 Q. And with whom did you make that request?

24 A. With Cherie.

25 Q. With Cherie?

1 Did you negotiate with anyone else other
2 than Cherie --

3 A. No.

4 Q. -- with respect to this contract?

5 A. No.

6 MR. JAMES: And I'm sorry. He shook his
7 head "no"?

8 THE WITNESS: No, I didn't negotiate with
9 anyone, but I do -- I just recall you asked about
10 where I was in July, and I was just trying to think
11 because I was going back to that date, you know, and
12 I think I said I was in California, but I could have
13 been in Virginia at that time. I would have to
14 double-check. We're going back quite a bit, so --
15 BY MR. COHEN:

16 Q. Okay. So who sent this contract to you?

17 A. I believe it was e-mailed by Ken.

18 Q. And who's Ken?

19 A. He was the accountant there.

20 Q. Is that Ken Ubani?

21 A. Yes, Ubani.

22 Q. Okay. And you said you negotiated at
23 least one term with Ms. Mancini, and you didn't
24 negotiate with anyone else other than her; is that
25 right?

1 A. Yeah.

2 Q. So you and Cherie would meet weekly just
3 to discuss the matters of importance to you as the
4 director of finance and human resources?

5 A. Right.

6 Q. Okay. And prior to the time that you
7 were terminated, were you ever disciplined or
8 counselled by anybody?

9 A. No.

10 Q. When you wanted to take time off, who
11 would you inform?

12 A. Cherie.

13 Q. Cherie?

14 Anybody else?

15 A. No.

16 Q. Okay. Same for when you called in sick?
17 You would inform Cherie?

18 A. Correct.

19 Q. Okay. Did you supervise anybody?

20 A. Yes.

21 Q. And who did you supervise?

22 A. Ken -- I forgot some of the names. I
23 know Ricky; Jennifer, I believe.

24 Q. Okay.

25 A. Basically, people in the administrative

891

1 Exhibit 26, and I'll represent to you that this was
2 attached to a pleading earlier in the case. It has
3 a copy of your job description.

4 Does this look familiar to you?

5 A. It looks familiar.

6 Q. Okay. Does it look like the job
7 description that was in effect during the time you
8 were the director of finance and human resources?

9 A. That's possible. I don't recall the
10 exact -- everything that's on here, but --

11 Q. Okay.

12 A. -- it looks like it would be correct.

13 Q. Okay. I want to spend some time going
14 through this.

15 First of all, Mr. Clarke, I've reviewed
16 your job description, and it's my assumption that
17 you had access to all of the union's financial
18 records; is that correct?

19 A. That would be correct.

20 Q. Okay. And the job description says, The
21 director of finance and human resources is a senior-
22 level position and reports directly to the president
23 of the local.

24 Do you agree with that?

25 A. Where does it say "senior"?

1 Q. I'm looking at the second paragraph under
2 Position Description.

3 A. Oh, I would agree with that.

4 Q. Okay. So I want to go over the first
5 paragraph under Position Description. And it says
6 that the position is responsible for financial
7 management.

8 And just in broad terms, what does that
9 mean, financial management?

10 A. I mean, it means taking care of finances
11 in terms of budgeting, spending, you know, income
12 coming in, projections, making sure that the money
13 is being spent where it should be and approved to be
14 spent, that type of stuff.

15 Q. Okay. Okay. And what's general office
16 administration?

17 A. I think that just deals with just the
18 general ongoing operations of the office, making
19 sure things are staffed, that the administrative
20 folks that need to be in the office are there, that
21 they're doing -- that they're actually carrying out
22 their duties that need to be done for the ongoing
23 daily operations.

24 Q. Got it.

25 Personnel systems, what's that?

1 A. That deals with, you know, making sure --
2 maintaining, you know, personnel files. Also, I
3 think the systems that you're actually using to
4 document that, and also I would say making sure that
5 you are ensuring that those documents are secure,
6 things of that nature.

7 Q. Got it.

8 Technology, what is -- what was your role
9 with respect to technology at 1107?

10 A. Well, one of the things I did there was
11 worked to bring down the cost of our IT in a big
12 way. So we switched to an IT company that was, I
13 think, charging around 900 bucks a month.

14 So significantly less than, I think, 3-
15 to 6,000 that was being spent prior to that change.
16 So it was about making sure you have all of the
17 modern technology to make things efficient in
18 operating.

19 Q. The next phrase there is "legal
20 compliance."

21 What does that entail?

22 A. It means that you try your very best to
23 adhere to the law when it comes to personnel
24 matters, when it comes to making sure that, you
25 know, grievances, for example, are filed on time,

894

1 that type of -- you know, making sure we don't break
2 any rules.

3 Q. Got it.

4 And then the last phrase there is
5 "reporting."

6 What does that mean, generally?

7 A. Well, you know, reporting both to Cherie,
8 but also reporting to the board. The financial
9 statements I think would be the key report, but
10 there was also committees. So making sure that you
11 report to those committees as well.

12 Q. Got it.

13 So I want to go through these bullet
14 points, and I think some of them are fairly
15 self-explanatory, but for the sake of the record, I
16 just want to go through your duties with respect to
17 the bullet points.

18 The first one under Financial Management
19 concerns maintenance of records in QuickBooks,
20 preparing monthly financial statements, monitoring
21 and improving systems for accounts payable and
22 receivable, reviewing invoices, preparing checks for
23 payments.

24 Can you summarize what your duties were
25 with respect to those matters?

1 A. I mean, that summarizes -- that
2 summarizes it right there.

3 Q. Okay. Prepare monthly financial
4 statements.

5 Can you just describe what that entailed?

6 A. That entails making sure the actual
7 income statement, you know, balance sheet are
8 prepared, you know, and reviewed and accurate and
9 then presented to the board.

10 Q. And would you prepare that yourself, or
11 would your staff do that subject to your review?

12 A. A combination. So Ken would be involved
13 in doing that. Sometimes I would do it myself, just
14 depending if he was doing something or if he was
15 out.

16 But mostly he would do the initial
17 preparation, and then I would do, you know, a review
18 of the financial statements. That's part of the
19 reason why I was realizing that he was changing
20 things, so --

21 Q. Monitor and improve systems for accounts
22 payable and receivable.

23 Just summarize what that would entail.

24 A. Well, that's just making sure -- you
25 know, just trying to stay on top of the technology,

1 making sure that, you know, the bills that you have
2 are actually paid, you know, properly, on time; that
3 they're being recorded accurately.

4 Same thing if anybody owes us money, you
5 know, if we haven't received revenue documenting
6 that, you know, what's not come in, when should it
7 come in, and just making sure we have systems in
8 place to catch that.

9 Q. Got it.

10 And the next two, Review invoices,
11 prepare checks for payments, that's just reviewing
12 the invoices from vendors coming in and making sure
13 that checks are properly prepared?

14 A. That is correct.

15 Q. Okay. The next bullet point says,
16 Process payroll through ADP, assure benefits are
17 properly distributed and recorded.

18 What does that entail?

19 A. That just makes sure your payroll is
20 actually processed properly and on time, as far as
21 ensure benefits are properly distributed and
22 recorded, making sure, essentially, again, that
23 you're sending the -- you know, the funds that you
24 need to send to International for health insurance
25 and pension payments.

1 of running the union. It would have been something
2 along those lines.

3 Q. So you expressed to them that you had no
4 issues working under the trustee; is that what you
5 expressed?

6 A. Yeah. It would have been something
7 along -- you know, along those -- along those lines.

8 Q. At that time when you were interviewed,
9 did you have any issues working under the trustees?

10 A. Well, at that time, everything was just
11 taking place, right? So I think, you know, part of
12 my job as a manager is also to make sure that this
13 is all correct, right?

14 You know, you don't just blindly accept
15 certain things. You want to make sure that is
16 everything right, you know.

17 Obviously, the staff, I think, at the
18 time didn't know -- were thinking -- we were all
19 wondering, What's going on? This all happened like
20 that, right?

21 So, you know, at the time, you know, I
22 don't have a problem with any legitimate structure
23 that's in place to run the union.

24 So I think my answer from that time would
25 have been along those lines, and it would be

1 scheduling.

2 Q. Okay. And was she one of the people you
3 were communicating with over text message about the
4 trusteeship?

5 A. She was one of those people.

6 Q. Okay. And were you communicating with
7 Peter Nguyen as well?

8 A. He was one of those people.

9 Q. What about Robert -- sorry.

10 A. Yeah, I was there.

11 Q. Forgive me.

12 What about Dana Gentry?

13 A. She was, I think, on those messages at
14 some point, but -- yeah.

15 Q. You were talking over text, or you were
16 communicating over text --

17 A. Right.

18 Q. -- with the people you just identified
19 about the trusteeship, correct?

20 A. Correct.

21 Q. And is it fair to say that those people
22 were each, including yourself, critical of the
23 trusteeship?

24 A. Yeah, that would be fair to say.

25 Q. And would it be fair to say that you were
899

1 each critical of the representatives of the
2 International union who were administering the
3 trusteeship?

4 A. I don't think that necessarily would be
5 fair initially. I think what happened is that we
6 looked up the names of the people, and Manteca had a
7 reputation of being a bully --

8 Q. Okay.

9 A. -- and being a tyrant, and so when you --
10 you know, you had -- and I think there's one
11 document we discovered that had 55 signatures of his
12 -- of the people who worked for him who signed a
13 document basically stating that this guy was a bully
14 and a tyrant.

15 So when you read those types of things,
16 it makes you question. And then just meeting him on
17 the first day, yeah, he wasn't -- he wasn't a
18 pleasant person, so that was obvious.

19 Q. Okay. So let's start with the document
20 that you found that described him as a bully, I
21 think was your word.

22 When did you find that document?

23 A. I don't know the exact day or date, but
24 once we knew who the trustees were, I mean,
25 different people Googled the names of who these

900

1 people were, so --

2 Q. Right.

3 And did someone share that document with
4 you, or did you find it yourself?

5 A. I might have found it myself and other
6 people, I think, found things themselves.
7 Everybody, I think, Googled.

8 Q. And do you recall seeing that document
9 before first meeting Mr. Manteca?

10 A. No, I did not see that document before I
11 first met with him.

12 Q. Okay. But you just described meeting
13 Mr. Manteca and agreeing that your first impression
14 with him was a negative one; is that fair?

15 A. That would be fair.

16 Q. Okay. What happened that led you to draw
17 that conclusion about him?

18 A. His demeanor, his talk, you know, the way
19 he carried himself, the way he interacted with the
20 people, his refusal to let anybody go back to their
21 office to get any personal things that they had back
22 there that didn't belong to the union, that -- that
23 type of action.

24 Q. So that first meeting with him, did it
25 add to the concerns you had about the legitimacy of

1 conversation and all because they disagreed with the
2 trusteeship.

3 Q. Okay.

4 A. I figured, even though it was on her
5 personal phone, I could see Martin demanding to see
6 your phone, even though it wasn't the union phone,
7 and if you didn't show him, I could see him probably
8 terminating you.

9 Q. Given your impression of Martin Manteca
10 at that time, did you really want to work under him?

11 A. I wouldn't want to work with -- like what
12 we discussed, that, I mean, I wouldn't want to work
13 under somebody who seems to be like a tyrant or a
14 bully, so --

15 Q. Right.

16 And you never changed your opinion about
17 him between the time you met him and the time you
18 were terminated, right?

19 A. No.

20 Q. Okay. At 10:10 a.m., Andrea texts you,
21 Steve has to attend an investigatory meeting today.

22 I understand you're not Ms. Bond and you
23 don't know who she had in mind, but was this -- was
24 your impression that this is the same Steve you
25 referred to earlier, that staff person?

1 THE WITNESS: Okay. I'm just trying to
2 make sure that that -- my response was related
3 directly to that last comment.

4 BY MR. COHEN:

5 Q. Yeah. Fair enough. Take your time.

6 A. Because I also have a comment that says,
7 Yes, right?

8 Q. Yeah.

9 A. So that somehow went hand in hand with
10 the suspensions of both Cherie and Sharon? I think
11 the "yes" is in response to that.

12 Q. Okay.

13 A. And the, If true, self-inflicted, I think
14 is kind of referring to perhaps that -- the local
15 Eboard.

16 Q. The local Eboard having voted?

17 A. Having voted the trusteeship themselves,
18 yes.

19 Q. Okay. So if it's self-inflicted, it
20 would be because the Eboard themselves voted to have
21 a trusteeship?

22 A. I think -- yes. In my understanding,
23 some of the board members didn't realize that they
24 wouldn't be board members, so --

25 Q. Okay. If you would turn to Page 5, at
903

1 8:37 p.m., you say, You would have to be a fucking
2 idiot to vote to trustee.

3 A. Yeah.

4 Q. Why did you say that?

5 A. Because, like I said, some of them didn't
6 realize that they would not be -- they wouldn't hold
7 their positions. I think -- I think -- oh, what's
8 her name? The treasurer didn't realize that she
9 would no longer be treasurer, so --

10 Q. What about those people who did realize
11 what the impact of a trusteeship meant?

12 Did you believe that they were also
13 fucking idiots?

14 MR. MCAVOYAMAYA: Objection. Calls for
15 speculation.

16 Go ahead and answer.

17 THE WITNESS: You know, I think I said
18 what I said, which is, essentially, I think if you
19 voted to trustee, it was stupid.

20 BY MR. COHEN:

21 Q. And why did you think that?

22 A. Because, one, I didn't think that they
23 were really -- you know, from what I could tell at
24 that time, I didn't believe there were any grounds
25 for the trusteeship.

1 Q. And these would -- when you're -- the
2 people you're referring to are --

3 A. Those five board members and Cherie just
4 did not get along.

5 Q. Okay. And there was, would you agree,
6 quite a bit of conflict between them?

7 A. Uh-huh.

8 Q. Is that a "yes"?

9 A. Yes. Sorry. Yes.

10 Q. Okay. So on the bottom of Page 10 --
11 sorry. On the bottom of Page 9, Mr. Nguyen says,
12 Robert, I am reading the International report, and
13 it basically seems to adopt my version of the events
14 of August 17. And you respond, Oh, I did not forget
15 that. Yes. Fing stupid I want 10 percent. You'll
16 Dave on taxes.

17 A. That was "save." It probably meant
18 "save."

19 Q. Okay.

20 A. I was probably joking with him.

21 Q. You're teasing him about his eventual --

22 A. Yeah.

23 Q. -- I guess, judgment in a lawsuit; is
24 that --

25 A. Exactly.

1 Q. Okay.

2 A. I'm just teasing with him on that.

3 Q. Okay. And am I correct that Ms. Bond and
4 Mr. Nguyen are all joking about this anticipated
5 lawsuit against the local and the International?

6 A. Yeah. I think this whole page seems to
7 just be joking about the fact that they actually
8 wrote what they wrote about Sharon on August 17th --

9 Q. And also --

10 A. -- and just joking about it, yeah.

11 Q. Oh, I'm sorry.

12 A. Yeah. That was just it. We're just
13 joking about that here.

14 Q. And you're also talking specifically,
15 though, about a payout from a lawsuit against the
16 local and the International union, right?

17 A. Well, like I just said, we were just
18 joking about that based on -- based on what was
19 mentioned on the bottom of Page 9 --

20 Q. Right.

21 A. -- the fact that they actually said what
22 they said in terms of basically confirming
23 everything that we just said occurred, the
24 International simply reaffirmed that.

25 Q. At the bottom of Page 10, you say, Peter

906

1 Inc. - doing what Wall Street does, but with a
2 personal touch. Taking money from stupid assholes.

3 A. Yeah.

4 Q. There you're referring -- you're
5 teasing --

6 A. Yeah, I'm just joking, but it's referring
7 to, obviously, them.

8 Q. And the anticipated lawsuit, right?

9 A. Well, yeah.

10 Q. And the taking money from stupid assholes
11 in this instance would be the local and the
12 International, perhaps, in a lawsuit; is that right?

13 A. Correct.

14 Q. Okay. Did you know at the time that
15 Mr. Nguyen had sued his former employer, your former
16 employer?

17 A. Yes.

18 Q. That's the United Public Union Number 1;
19 is that right?

20 A. Public Employees Union --

21 MR. MCAVOYAMAYA: I'm also going to make
22 a standing objection to the relevance of any
23 discussion about Peter Nguyen's prior litigation
24 with a different union employer. That has no
25 bearing on the issues in this case, so that will be

907

1 A. I -- yeah. So far, I don't think --
2 yeah, because you've just given me Peter and Andrea,
3 and, I think, Cherie.

4 Q. Okay. So, I mean, I'll represent to you,
5 I've gone through the texts that we have looked at
6 so far and haven't seen any from Dana Gentry, but it
7 appears that you're specifically concerned about
8 Dana's texts.

9 So is there some other group of text
10 messages other than the ones that we've looked at
11 that involved her?

12 A. Well, if Dana was texting and it's not
13 here, then I guess I don't have those texts. I
14 think -- I think there were other people throughout
15 these texts like, I think, Luisa and Debbie, I
16 think, had mentioned that they had texted with Dana,
17 I believe.

18 So I'm probably referring to those types
19 of texts, like she's -- you know, she was texting
20 them, I believe.

21 Q. And then at the bottom of that page, do
22 you see where Mr. Nguyen says, Tell her to delete
23 them, and then he says, She probably needs to do a
24 clean reset.

25 Do you see that?

1 A. Yeah, I see that.

2 Q. And then at the -- Page 4 at the top, you
3 respond, I told her - she doesn't seem to quite
4 understand ... thinks that she hasn't said anything
5 bad.

6 A. Right.

7 Q. So you told her to delete her text
8 messages, correct?

9 A. I probably would have told her to -- if
10 she was using the union phone about -- talking about
11 the -- talking about the trusteeship. I mean, I
12 think regarding that, when I say I told her, it
13 probably means I told her to do that.

14 I don't -- I don't specifically remember
15 that conversation, but I think it's reasonable to
16 conclude that I probably said that to her --

17 Q. Okay.

18 A. -- but, again, it would have been talking
19 about -- just talking about the whole trusteeship
20 issue.

21 Q. Got it.

22 A. See where Peter says, Impress upon her
23 that things can be misconstrued against her?

24 Q. Yes.

25 A. So we're not talking about anything bad.

1 It's just that it could be misconstrued. That was
2 -- that was the issue, so --

3 Q. Okay.

4 A. -- just to fully answer your question.

5 Q. Sure.

6 (Exhibit No. 32 marked
7 for identification.)
8

9 BY MR. COHEN:

10 Q. Mr. Clarke, I'm showing you a document
11 that's been marked as Exhibit 32.

12 Do you recognize this text thread?

13 A. Yeah. It's some other text messages,
14 yes.

15 Q. Okay. And these are additional text
16 messages that you retrieved from your personal
17 phone?

18 A. Correct.

19 Q. And the thread is dated from April 30th
20 to April 30th, 2017, correct?

21 A. Correct, correct.

22 Q. Okay. And it's between yourself,
23 Mr. Nguyen, Ms. Bond, Ms. Troyano, Ms. Mancini, and
24 another phone number that's unidentified, right?

25 A. Correct.

1 A. Yes.

2 Q. Okay.

3 (Exhibit No. 33 marked
4 for identification.)

5

6 BY MR. COHEN:

7 Q. Mr. Clarke, I'm showing you what's been
8 marked as Exhibit 33.

9 Do you recognize that document?

10 A. Yes, I do.

11 Q. And was this the termination letter that
12 you received at that meeting?

13 A. Yes.

14 Q. Okay. Did what Mr. Manteca conveyed to
15 you depart from what's described in this letter?

16 A. No.

17 Q. Okay. Did he say anything about the
18 reason that you were terminated that was different
19 from what is described in this letter?

20 A. No.

21 Q. Okay. So this letter accurately reflects
22 what Mr. Manteca conveyed to you about the reason
23 for your termination at that meeting?

24 A. Correct.

25 Q. Now, did Mr. Ury do any talking during

911



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:

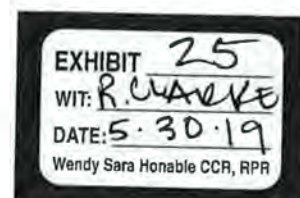
8/23/2016

SERVICE EMPLOYEES
INTERNATIONAL UNION
LOCAL 1107, CTW, CIO

3785 E. Sunset Drive
Las Vegas, NV 89120

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

WWW.SEIUNV.ORG



SEIU Local 1107 seeks a Director of Finance and Human Resources

POSITION DESCRIPTION

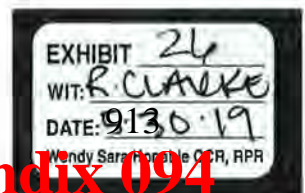
The Director of Finance and Human Resources is responsible for the financial health of the Local and is directly responsible for financial management, general office administration, personnel systems, technology, legal compliance, and reporting.

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"

WORK ASSIGNMENT QUESTIONNAIRE

Please answer the following questions about your work. Feel free to attach additional sheets if there is not enough room for your answer.

1. List your job title and describe your job duties and responsibilities.

Director of Finance & Human Resources.

Maintain accurate records in QuickBooks, prepare monthly financial statements, track and prepare accounts payables and receivables, prepare checks for payments. Track staff reimbursements and evaluate expenditures. Maintain all vendor and financial files for the Local. Lead in annual budget planning and prepare year and month-to-date reports for the Finance Committee and Executive Board, work to establish monthly staff and departmental "budgets". Present monthly reports to the governing div.

Serve as the primary Human Resource manager for the organization. Maintain staff personnel records, the tracking of employee time & attendance, maintain current and accurate records for employee benefits as they relate to the National Pension & Health and Welfare Funds. Compile a Policy & Procedure Manual.

Ensure payroll is processed on time, bank deposits are prepared and funds deposited, bank and credit card statements are reconciled, Establish and maintain bank relationships, assess value of account structure.

Reconcile bank and credit card statements

Onboard new employees, orientation of new employees and setting up their new office, etc. Prepare and submit all job postings.

Maintain PAC & COPE accounts for political funds of the Local, transfers political dues funds to National every two weeks, ensures COPE monies are returned to the Local once "quota" has been met.

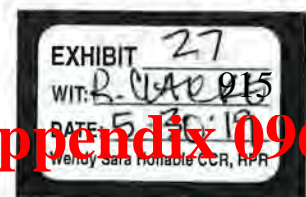
Calculates and prepares per capita reports and payments to National and to other relevant entities.

Assists in the filing of LM2's, DOL and other federal and local government reporting in addition to assisting accountants in preparation of the financial audit conducted every year.

Reconciles and audits member dues with the database team to ensure proper income from employers through the members' dues system.

Ensure the smooth functioning of the computer and internet systems.

Supervise the administrative staff, manage the day-to-day flow of the office and related support services. Manage all leases, equipment as well as office space.



Appendix 096

2. Who do you report to?

I reported to the president, Executive Board, and Finance Committee.

3. Describe the major campaigns you are involved in, including the campaign, the issue, the goal(s), departments involved, key member activists in the campaign and actions already taken.

N/A.

4. Do you work with allied groups (non-profits, advocacy organizations, other unions or the AFL, etc.)? If so, please list any such groups, your individual contacts there and in what context you work with them.

No, I do not.

5. List all standing meetings you have/are involved with, including labor-management meetings, committee meetings and worksite or facility meetings. Include the regular date/time/location, regular agenda items and regular participants from the unions and, if applicable, the employer.

Weekly managers' meeting; Finance Committee; Executive Board.

6. List all current contract negotiations (including meditation/fact-finding) underway at your worksites. Include name of worksite, names of bargaining committee members, schedule of bargaining dates that have been set and the name and contact information for the employer's representative at the table.

N/A.

7. Identify any pending grievances, arbitrations, ULPs, litigation or any other claims filed on behalf of members. Include worksite, grievant(s)/plaintiff, steward involved, status of the case, 916

timeline for next stage. Also, identify the location of any files related to these cases/claims, electronic or hard copy.

N/A.

8. Identify the lists and the location of the lists or databases that you use or keep in the course of representing members within your assigned area, including lists of members, stewards, leaders, etc.

N/A.

9. Identify all the forms that you use in the course of your representation work including forms for updates/tracking membership, COPE, member activity, etc.

N/A.

10. Describe the training done or orientation done for new and current stewards in your area. Who conducts the training? How often are the trainings available to stewards in your area?

N/A.

11. List any Local 1107 property that you use/have access to and can take outside of the office such as a cell phone, laptop, office key or key card, etc.

Office Key, and filing cabinet keys.

12. Do you do any work in Reno or Elko? If so, please describe the work and how often you visit that office.

No, I do not.

13. Do you work with any consultants or vendors, including law firms, lobbyists, auditors, political consultants, etc.? List the name of the company/firm, any individuals you work with and in what context you work with them.

Law Offices of Daniel Marks, I usually communicate with Adam Levine. Anexeon, they provide our IT services. Paychex processes our payroll, I usually work with Mike Endean and/or Brandon Andrade. UIG, they are our insurance brokers, I work with Amanda Wisniewski. Lindquist LLP, partner is Rich Thiermann,

Chat with Peter & Andrea

4/26/2017 1:21:13 PM - 4/30/2017 3:42:58 PM

Export Details:

Device Phone Number (202) 549-1570

Device Name WxYz

Device ID 3a0d3197f35bd47d1abda03a35d755f5e6fa7f7b

Backup Date Sunday, April 30, 2017 11:16 PM

Backup Directory C:\Users\User\AppData\Roaming\Apple Computer\MobileSync\Backup\3a0d3197f35bd47d1abda03a35d755f5e6fa

iOS 10.3.1

Current Time Zone (UTC-08:00) Pacific Time (US & Canada)

Created with iExplorer v4.2.6.0

Participants:

+1 310-774-7777, Peter 'Phong' Nguyen JD

+1 678-777-4570, Andrea Bond

Apparently the international issued an email today to the eboard saying that Sharon and Cherie are both suspended. I'm trying to get details- but thought you both should know.

The staff is panicked because Michelle and Keishe showed up together saying "did you see the email" "oh you will"

...and now Sharon just showed up.

Fuck

So who is in charge?

Peter 'Phong' Nguyen JD

What?

This is not a dream.



Andrea Bond

We are trusteeed

Oh btw - intl hand delivered ur case against them - can't believe they wrote what they wrote about Sharon

it'll be a whole new world when u get back...rest up

Peter Phong Nguyen JD

So who's in charge?

Peter Phong Nguyen JL

Can you send a copy of what they wrote?

Peter Phong Nguyen JD

I just landed in Moscow and now this...I can never go on vacation!

Peter Phong Nguyen JL

Yes

Ok

Peter Phong Nguyen JD

Who's giving Day-to-day instructions?

Who are they?

Robert

It happened

8:09 PM

8:20 PM

Robert

8:30 PM

Robert

8:41 PM

8:42 PM

8:43 PM

8:44 PM

Robert

Peterjkd?

8:44 PM

8:45 PM

Robert

I'm ahead of u

8:45 PM

Robert

Check ur email

8:45 PM

8:45 PM

8:45 PM

Robert

Don't know - intl sent two monitors

8:45 PM

8:46 PM

Peter Phong Nguyen JD

Not Bryan and Grace?

Pete Phong Nguyen JD

Ok

It's Kathleen Ebby and Steve Yry (so?) I met them tonight-slimy nimrods

Pete Phong Nguyen JD



Kathleen was talking to me and Ysidro said- oh I'm sorry my husband is calling. I followed her out of the hall room and she walked right into the conference room with Michelle, Clara, Sheila and I think Sharon

They wouldn't let Cherie stay- she is a hot fucking mess

No more eboard- no more at large officers- effective immediately twiddle dee and twiddle dumb are in charge...

Peter Phong Nguyen JD

Yikes... well, look out for one another while I'm away. Also, document every conversation. Also, don't let them mess with me in my absence, please.

Andre Bona

I hope Chad can still start Monday!!

Peter 'Phong' Nguyen JL

Well, The local made a commitment to him, so I think we are legally obligated to follow through, even under new leadership. How is the staff holding up?

8:31 PM

Andrea Bond

Not well honestly

8:33 PM

Peter 'Phong' Nguyen JL



8:33 PM

Robert

Apparently the local board voted to trustee

8:34 PM

Robert

That's what LaNita said

8:34 PM

Peter 'Phong' Nguyen JL

But that somehow went hand-in-hand with the suspensions of both Cherie and Sharon?

8:35 PM

Robert

If true, self inflicted

8:35 PM

Robert

Yes

8:35 PM

Peter 'Phong' Nguyen JL

But what are those two separate and independent ask, ordered one result from the other?

8:36 PM

Robert

But they voted to trustee so that part dosnt make sense to me

8:36 PM

Peter 'Phong' Nguyen JL

Sorry, what are those two separate and independent acts, or did one lead to the other?

8:36 PM

Peter 'Phong' Nguyen JL

*were

8:36 PM

Robert

Separate

8:36 PM

If true, Intl must have told them to do it

Again doesn't make sense to me

Pete: ion: f-gu, in JU

So the international was going to suspend both of them anyway, even at the local did not ask to be trustees?

Ud have to be a fucking idiot to vote to trustee

I guess

Pete: 'hong' Nguyen JU

And yet look who we're dealing with...

A: the Ch-ia

I had to step in between Cherie and Michelle today because Michelle was trying to get Cherie in the room with Sharon, Keishe and Michelle. I stepped in between them and said, oh no - now is not the time for that- she needs a minute. She just found out- Michelle started yelling at me telling me not to talk to her that way- telling me to come back (because I was escorting Cherie away) - saying don't walk away- I just got here so I had no right-

but guys - Cherie would have lost her shit in the same room as Sharon today. She was crying and screaming- it was horrible

Tanisa said they absolutely voted to be trustee and then realized what that meant. Clara had the audacity at the end to say- so Cherie is still suspended right- she can't be voted back in...



Andrea Bond

What da fun

3:23 PM

Robert

lol lol u can't write this shit - they voted themselves

3:23 PM

Robert

So much for having the board on ur side

3:28 PM

Andrea Bond

So fucking stupid

3:28 PM

Robert

So how's the vacation coming along?

3:34 PM

Peter Phong Nguyen JL

We did repeatedly warn Cherie to mind her board.

3:35 PM

Robert

Yes WE FING DID!!

3:43 PM

Andrea Bond

Right - back to important things...how are you

3:44 PM

Peter Phong Nguyen JL

First day in NYC with friends was great! We ate at one of my favorite steak houses, and I had a great time. I am now in Moscow transferring to a flight that will take me to Hanover Germany.

3:45 PM

Andrea Bond

I thought trustee was a possibility- but I knew it was going to happen when Brandi was here. She evaluated each of us and submitted it to international

3:46 PM

Andrea Bond

Enjoy!!

3:47 PM

Andrea Bond

Robert how is Chicago

3:48 PM

Robert

well she told cherie to get rid of Julie b/c that was intl plan - cherie shoulda done it on day one

3:48 PM

Chicago is beautiful- but honestly can't enjoy it that much for obvious reasons

Peter Phong Nguyen JD

I'm sorry I can't be there to support the rest of you, especially you, Andrea. I feel a measure of responsibility getting you involved in this deficient organization.

Peter Phong Nguyen

It's not your fault SEIU is a clusterfuck. I'm happy you brought me on- this is the most hilarious story of how our consulting biz started

Peter Phong Nguyen JD

True!

Andrea Bond

So people are already saying I'm not working for the local anymore....talk about warm and fuzzy

Someone told Theresa Diaz that

Robert

Theresa just told u?

Andrea Bond

Theresa told Romina. Romina called me to say what happened to you today, you ok- I was like why what did you hear? She said Theresa told her this evening that she was told that by someone at SEIU office

Peter Phong Nguyen JD

What input did Barry and Brandie have?

Andrea Bond

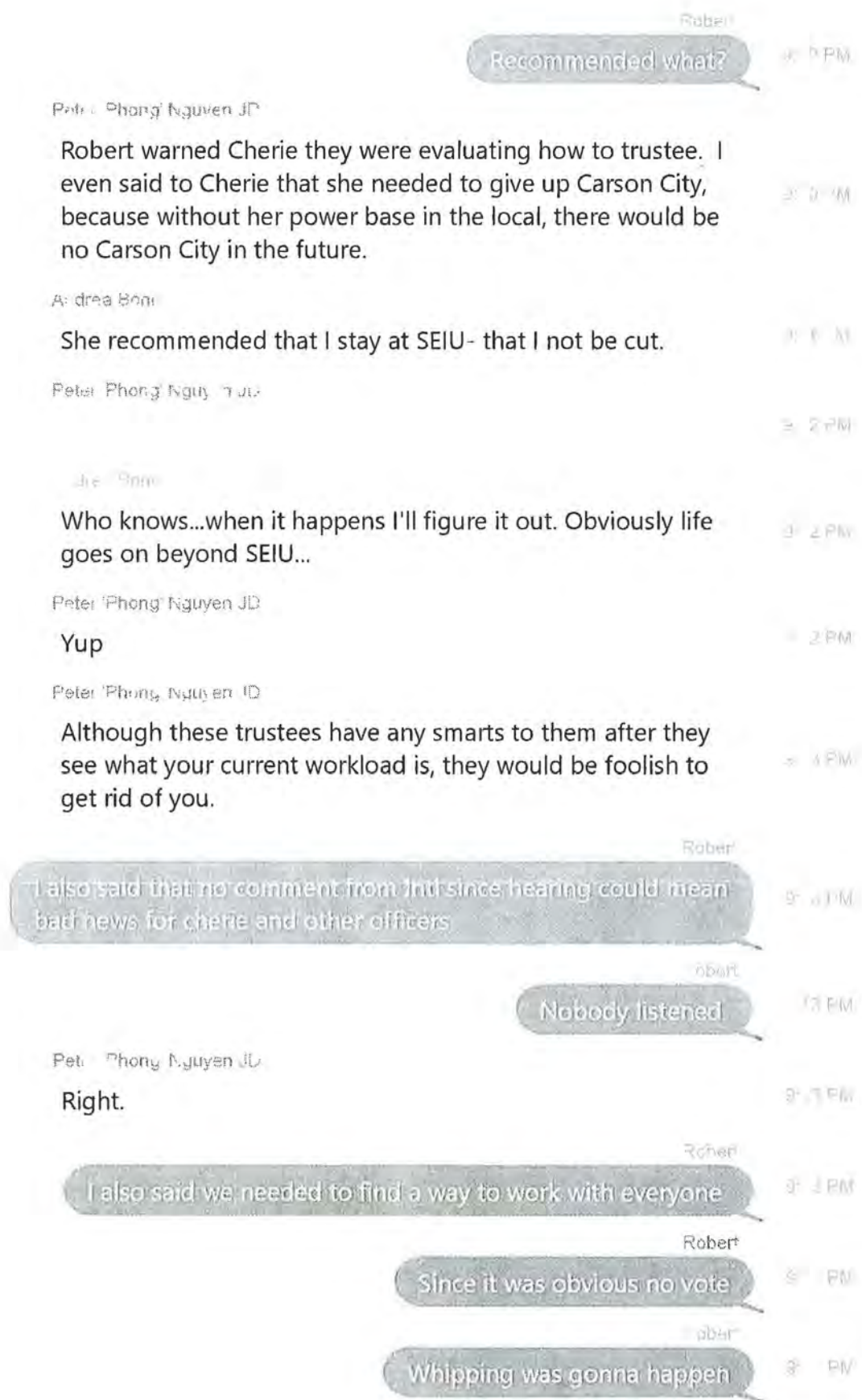
Unless Brandie lied - which who knows- she recommended that I say with some other few names. Lanita told my my eval was really good

Andrea Bond

Stay*

Peter Phong Nguyen JD

Interesting...



Peter Phong Nguyen ID

Andria, Ray from Saint Rose texted my SEIU Cell phone which does not have international service. Could you please give him my personal cell phone and ask him to text me on this line?

John Dine

No one listens. Because we are hired help and not paid consultants. Hence our future endeavors...

You guys enjoy your trips- I'm going to drink something entirely too strong, crawl in my bed and plot my future

Peter Phong Nguyen ID

Okay, please don't make any final decisions without us.

John Dine

Yeah of course I will for Ray. It was hard to see Cherie like that today. I could feel everyone's heart breaking for her....I know she misstepped but damn. She really didn't deserve this

Peter Phong Nguyen ID

True, but sometimes, the margin for error in life is small.

Robert

Or nonexistent

Peter Phong Nguyen ID

I know she means well, but he missteps were too many.

Peter Phong Nguyen ID

Keep in mind, the night that she walked up to Clara and almost punched her, Steve Yuri was in attendance.

Robert

No team ever wins a championship that way

Robert

No matter how good they are

Peter Phong Nguyen ID

Robert, I am reading the international report, and it basically seems to adopt my version of the events of August 17!

Robert
Oh I did not forget that 9:16 PM

Robert
Yes 9:27 PM

Robert
FING stupid 9:27 PM

Robert
I want 10% 9:27 PM

Robert
U'll Dave on taxes 9:27 PM

Pete 'Phong' Nguyen JJ
Well, that either means that I'm very secure my position, or they were willing to incriminate themselves and face the music later. 9:27 PM

Pete 'Phong' Nguyen JJ
Haha 9:27 PM

Robert
U can pay my company reduce your tax bracket- Andrea may want a cut too 9:29 PM

Andrea Bond
Of course I want a cut! I was at every tpo hearing! 9:29 PM

Peter 'Phong' Nguyen JJ
Like you often say..."sure". 9:29 PM

Andrea Bond
Lol 9:29 PM

Peter 'Phong' Nguyen JJ
Andrea was very supportive! 9:29 PM

Robert
Peter Inc. - doing what Wall Street does...but with a personal touch 9:30 PM

Robert
...taking money from stupid assholes 9:30 PM

Peter 'Phong' Nguyen JD



9:00 PM

Peter 'Phong' Nguyen JD

You forgot to add "with unimpeachable competence"! That's the key to it all...

9:01 PM

Peter 'Phong' Nguyen JD

We also warned Cherie about using Roberts Rules of Order, and the report specifically calls were out for not doing so.

9:02 PM

Robert

Right...it's everything we said verbatim...

9:03 PM

Robert

Gonna toss my Samsung they must have been listening

9:04 PM

Peter 'Phong' Nguyen JD

She simply did not listen!

9:05 PM

Peter 'Phong' Nguyen JD

9:30 PM

Robert

Plus some of the things - unilateral decisions wasn't necessary just get the votes

9:34 PM

Andria Bond

...be consistent and stick to your directives and decisions...take it to vote and run with it...

9:35 PM

Peter 'Phong' Nguyen JD

Ultimately, by not using parliamentary procedure and mustering her votes, she played into the argument that the local was in chaos and not governed properly.

9:36 PM

Robert

I feel for Cherie but right now the three of us need to survive

9:37 PM

Peter 'Phong' Nguyen JD

True that.

9:37 PM

Robert
We tried to help her - genuinely 9:31 PM

Peter 'Phong' Nguyen JD
Exhaustively... 9:35 PM

Peter 'Phong' Nguyen JD
While I do sympathize with her, my conscience is clear. I did my duty to her and more. 9:38 PM

Robert
You and Andrea are working like slaves whilst being insulted 9:38 PM

Robert
Exactly dude 9:39 PM

Peter 'Phong' Nguyen JD
Clearly. 9:39 PM

Andrea Rone
This has been a learning experience for me. I have no regrets and my conscience is clear also. By you are right- it's survival time #savage #next #toogood 9:41 PM

Peter 'Phong' Nguyen JD
I see the Krome contract which you earned her about bit her. 9:42 PM

Peter 'Phong' Nguyen JD
*warned 9:43 PM

Peter 'Phong' Nguyen JD
(For Robert) 9:43 PM

Peter 'Phong' Nguyen JD
Also, is it true that she did not submit the staff collective-bargaining agreement for ratification by the board? That would be a major oversight! 9:44 PM

Robert
Yep!!! 9:44 PM

Robert
\$40k 9:44 PM

Robert
Stupid 9:44 PM

Peter Phong Nguyen JD



7:00 PM

Andre Boni

Tanisa told me wrong I think- it sounds like there is going to be eboard still- just no more at large officers

7:23 PM

Robert

and they voted for that

10:27 PM

Peter Phong Nguyen JD

But is the E board in charge or are the two trustees in charge?

7:38 PM

Andre Boni

Yes they did vote themselves out. Apparently the international encouraged the trusteeship amongst the resistance. They voted the way the international told them to- and when the vote was complete the same international said- okay great no more at large officers

7:50 PM

They really didn't know

Pete Phong Nguyen JD

Lol

8:01 PM

Robert

I can't believe Cherie's supporters voted that way

10:03 PM

Andre Boni

It sounds like the "monitors" will be making day to day decisions... I'm not sure it's really not clear

10:11 PM

Robert

Yes, that's my understanding

10:17 PM

Robert

They are the new president

10:20 PM

Andre Boni

Correct- well pres and ego

10:22 PM

Andrea Bond

Evp*

12:49 PM

Peter Phong Nguyen JD

Again, it's a symptom of her not being solid with her voting bloc on the board, and her rolling in the mud with the crazy ones.

12:51 PM

Robert

So Peter, are you gonna be negotiating at all those tables?

1:01 PM

Peter Phong Nguyen JD

Not sure...

1:01 PM

Andrea Bond

So many unknowns

1:01 PM

Peter Phong Nguyen JD

Yup...Steve holding up okay?

1:15 PM

Andrea Bond

He and I were already working on Cherie's appeal. Yeah- he's doing great all things considered. He so great at research lol

1:30 PM

Peter Phong Nguyen JD

Cool.

1:39 PM

Andrea Bond

I like his attitude about most things. Today was no different. He likes to determine the best course of action and then take it. Tom Sharpe seems to like him also...

1:39 PM

Peter Phong Nguyen JD

1:41 PM

Thursday, April 26, 2015

Peter Phong Nguyen JD

Any additional news?

1:50 PM

Friday, April 26, 2015

Robert

They just removed me from Paychex!

2:23 PM

Peter Phong Nguyen JD

Okay...

2:24 PM

Peter Phong Nguyen JD

Who's doing payroll?

4:28 PM

Robert

Don't know

4:28 PM

Robert

Oh wait

4:28 PM

Robert

Luisa and Martin

4:28 PM

Peter Phong Nguyen JD

Should be interesting when they meet with you, then.

4:29 PM

Robert

Well I'm assuming it's over

4:29 PM

Peter Phong Nguyen JD

Think so?

4:29 PM

Robert

Well they're changing password taking complete control - they have no reason to think I'm corrupt right?

4:30 PM

Peter Phong Nguyen JD

True...wonder if it's protocol before they give back some control?

4:31 PM

Robert

Could be - I'll have to remind them I'm the one who started paying proper per caps

4:31 PM

Andrea Bond

Fuck-

4:31 PM

Andrea Bond

I don't know that it's over over though

4:31 PM

Robert

Yeah I know

4:31 PM

Peter Phong Nguyen JD

We shall see...

4:32 PM

Andrea Bond

Maybe until they speak to everyone they are limiting all access

11 PM

Andrea Bond

We just have to show up Monday and hope for the best

11 PM

Pete 'Phong' Nguyen JD

That's my thought.

11 PM

Peter 'Phong' Nguyen JD

True.

11 PM

Robert

Yeah that makes sense- but again there's been no accusation of theft

11 PM

Robert

I agree

11 PM

Andrea Bond

Did you see Dana text from earlier

11 PM

Robert

..and at least it's 10:00AM!

11 PM

Robert

From Mike P?

11 PM

Andrea Bond

Yep- they suspend everyone and bring back who they want

11 PM

Andrea Bond

So that probably explains the payroll...right?!

11 PM

Pete 'Phong' Nguyen JD

Perhaps, but unless they were going to make a move against Robert, why not just direct him to do what they want?

11 PM

Robert

That's what I thought

11 PM

Andrea Bond

For the same reason they told all staff not to come in today- they want to assess everyone individually I think

11 PM

Andrea Bond

Who knows...we just have to wait and see. Remember we are not dealing with the brightest crayons in the box either

1:10 PM

Robert

Lo!

4:17 PM

Peter Phong Nguyen JL

What about Chad?

1:18 PM

Robert

I can email trustees

4:50 PM

Robert

And let them know he's coming

4:50 PM

Peter Phong Nguyen JL

5:02 PM

Robert

Hey what time was he supposed to report on Monday?

5:12 PM

Robert

Andrea will he be crashing at your spot?

5:13 PM

Andrea Bond

He's taking things surprisingly well- I mean all things considered. He just keeps saying we just have to wait and see.

5:14 PM

Robert

Were you originally planning to bring him at 9:30?

5:14 PM

Robert

I can't remember what we said in letter

5:15 PM

Andrea Bond

Yes - he is staying with me for a few days. He wanted to get here and see where the office was before he signed a lease...

5:15 PM

Andrea Bond

He's looking for the letter to see

5:15 PM

Andrea Bond

I mean we told Steve 9:30- I figured it would be the same for him. He just looked at the letter- he was never told a start time

5: 6 PM

Robert

I'm using that time

5: 7 PM

Robert

No problem

5: 7 PM

Andrea Bond

So yes, 9:30- but we will drive separate because we don't know each other

5: 7 PM

Robert

Ok cool

5: 7 PM

Robert

Ahhh just so you know, they may have access to all of our emails

5: 9 PM

Andrea Bond

I'm sure that they do

5: 9 PM

Peter Phong Nguyen JD

I figured.

5: 9 PM

Andrea Bond

I have nothing to worry about whatsoever though

5:20 PM

Robert

and Andrea I believe in those emails it indicates knowledge

5:20 PM

Robert

Ok

5:21 PM

Peter Phong Nguyen JD

Same here.

5:20 PM

Andrea Bond

It indicates knowledge of what?

5: 0 PM

Andrea Bond

He emails between Chad and I were subsequent to me scheduling his interview and requesting the certifications that Cherie and Javier needed to place him correctly with a salary

5:21 PM

Robert

Oh ok

5:21 PM

Andrea Bond

No chit chat so to speak between us

5:21 PM

Andrea Bond

I have emails to/from the other candidates also- it's nothing to worry over

5:22 PM

Robert

Ok

5:22 PM

Andrea Bond

I was born at night- not last night

5:23 PM

Robert

lol

5:23 PM

Andrea Bond

This too shall pass guys- #next

5:24 PM

Peter Phong Nguyen JL

5:27 PM

Robert

Ahhh ok Andrea they are Asking for his name and contact info...

5:28 PM

Peter Phong Nguyen JL

What to make of that?

5:40 PM

Andrea Bond

I'm afraid they are going to rescind the offer...

5:40 PM

Andrea Bond

He has no ties here and therefore they see it as no real loss and not really damaging to cut it now

5:41 PM

Andrea Bond

Very corporate mentality

5:42 PM

Peter 'Phong' Nguyen JD

I think he would be entitled to damages, based on the principle of detrimental reliance.

5:17 PM

Robert

Yep

5:40 PM

Andrea Bono

So do you want me to forward his resume to you for formalities sake

5:17 PM

Robert

I'll probably wait until tomorrow I'm in middle of boarding and I don't have it readily available

5:55 PM

Andrea Bono

Okay cool. Just let me know what to do. I'll wait to hear from you before forwarding it...

4:17 PM

Robert

I have to give her tomorrow

5:00 PM

Andrea Bono

Ok

5:57 PM

Saturday, April 10, 2017

Andrea Bono

They pushed Chads start date to Wed. at 10a

0:12 AM

Andrea Bono

They ask if he was already in Vegas

1:00 AM

Robert

Good

0:15 AM

Robert

I think if he wasn't here they would say don't come

0:16 AM

Andrea Bono

Yeah probably

0:17 AM

Sunday, April 10, 2017

Peter 'Phong' Nguyen JD

Robert, any news?

1:02 PM

Robert
 They sent another email - 11:00AM mtg not 10:00, they also changed Andrea email password 12:04 PM

Peter Phong Nguyen JD
 I wonder why? 12:11 PM

Andrea Bond
 Debbie and Lanita still have access and so does Robert. It's just me... 12:16 PM

Andrea Bond
 LuRell just called asking a bunch of questions about points of contacts respective to each shop. I gave her names and played nice. She kept asking me how to spell names- I was like yeah I can check my email if you like- she was like no no- that's fine... 12:21 PM

Robert
 lol check my email...don't cut my email if u still need my help!!! 12:24 PM

Andrea Bond
 She's the dumb one I told you about yesterday 12:25 PM

Robert
 I've spoken with her - I think she's their assistant 12:26 PM

Andrea Bond
 I expect more from support staff 12:28 PM

Peter Phong Nguyen JD
 Yikes. 12:29 PM

Andrea Bond
 Kthxbai - see ya tomorrow...
 Thats how it ended 12:30 PM

Andrea Bond
 She's their attorney 12:30 PM

Andrea Bond
 Bahhaa- you thought she was an assist 12:31 PM

Andrea Bond
 Sorry speaks to quality 12:32 PM

Robert
What???? Are u sure?
2:11 PM

Robert
These people are FUCKING KILLING ME - using work phones!
2:13 PM

Andrea Bond
She sounds like an assistant. Debbie is certain she's an attorney...idk....
2:38 PM

my convo reminded her apparently- she just text messaged me the new email password and see the new time for tomorrow meeting...

Andrea Bond
I know- they all have my personal
2:51 PM

Andrea Bond
I've told them
2:58 PM

Peter Phong Nguyen JL
Are they crazy?
3 PM

Robert
I would not be surprised if they ask for phones & PIN on Monday
2:50 PM

Andrea Bond
I'm sure they will. They are reading all emails now so...
2:01 PM

Robert
And they are working 24/7
2:51 PM

Andrea Bond
Yeah they are
2:51 PM

Andrea Bond
The office is FULL of people right now
2:52 PM

Andrea Bond
I downloaded and deleted the slides. It showed in my email from my computer as unread (along with all other emails since I last checked it Friday night) So I am sure the slides are safe.
3 PM

Robert
Did u delete trash folder??? 3:05 PM

Andrea Bond
My email is set up complicated for people who aren't familiar with google 3:05 PM

Andrea Bond
Yes I emptied trash as well after I put it in there 3:05 PM

Andrea Bond
LuReil is Managing Counsel - that's her title - 3:05 PM

Robert
lol lol the shit never stops! 3:05 PM

Robert
Peter one day I'm gonna thank u for this comedy.. u really can't write this shit - did she go to UNLV law? 3:05 PM

Andrea Bond
That's exactly what I was thinking!! Omg Robert you are rubbing off on me- scary!! ☹️ 3:05 PM

Peter Phong Nguyen JD
Haha 3:24 PM

Robert
these moments are what life is about 3:27 PM

Peter Phong Nguyen JD
Nice attitude! 3:27 PM

Andrea Bond
She's still texting me asking for people's contact info. #annoying 3:29 PM

Robert
On Sunday! 3:29 PM

Peter Phong Nguyen JD
3:40 PM

Andrea Head

I have already talked and texted with her a bit. I finally told her I'm out with family....

R.ther

(RUICK C3)

1:41 PM



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 dark ink, appearing to read "M Manteca", written over a horizontal line.

Martin Manteca
Deputy Trustee, SEIU Local 1107



Gentry-Clarke000009⁹⁴³

EXHIBIT

C

Luisa Blue Declaration

944

Appendix 125

1 **DECL**
2 **ROTHNER, SEGALL & GREENSTONE**

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6 **CHRISTENSEN JAMES & MARTIN**

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10 Attorneys for Service Employees International Union
and Mary Kay Henry

12 **EIGHTH JUDICIAL DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

15 **DANA GENTRY, an individual; and**
16 **ROBERT CLARKE, an individual,**

17 **Plaintiffs,**

18 **vs.**

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

25 **Defendants.**

Case No.: A-17-764942-C

DEPT. XXVI

DECLARATION OF LUISA BLUE IN
SUPPORT OF SERVICE EMPLOYEES
INTERNATIONAL UNION'S AND
MARY KAY HENRY'S MOTION FOR
SUMMARY JUDGMENT

1 I, Luisa Blue, declare as follows:

2 1. I have personal knowledge of the facts set forth in this declaration, except where
3 as indicated otherwise, and would competently testify in a court of law. I make this declaration
4 in support of the Defendants' motions for summary judgment.

5 2. I was Trustee of Nevada Service Employees Union, Local 1107 ("SEIU Local
6 1107") from April 28, 2017, until October 5, 2018. SEIU Local 1107 is a labor organization
7 headquartered in Las Vegas, Nevada, that represents employees in both the private and public
8 sectors in Nevada. SEIU Local 1107 is affiliated with Service Employees International Union
9 ("SEIU"), an international labor organization headquartered in Washington, D.C. Mary Kay
10 Henry is SEIU's President. She has held that position since 2010.

11 3. On April 28, 2017, SEIU President Henry issued an emergency trusteeship order
12 immediately placing SEIU Local 1107 into trusteeship and removing its elected officers.
13 Attached hereto as Exhibit A is a true and correct copy of that emergency trusteeship order. The
14 trusteeship order cited various reasons for the trusteeship, including "an ongoing and serious
15 breakdown in internal union governance and democratic procedures at Local 1107, stemming
16 from warring factions on the Local Executive Board;" "Leadership conflicts and in-fighting in
17 Local 1107 have caused great instability in the Local and interfered with its carrying out its
18 collective bargaining responsibilities properly and effectively;" "Local 1107's failure to
19 communicate adequately with the Local membership interferes with its collective bargaining
20 responsibilities;" and "the communication breakdown in the Local impeded staff oversight,
21 leaving Local staff without clear direction on the work they are required to perform, to whom
22 they should report and from whom they will receive feedback."

23 4. In that same emergency trusteeship order, SEIU President Henry appointed me as
24 Trustee and Martin Manteca as Deputy Trustee of SEIU Local 1107. Immediately upon our
25 appointment as Trustees of SEIU Local 1107 on April 28 2017, Manteca and I took over the
26 duties of the former officers of SEIU Local 1107 and were thereafter responsible for the day-to-
27 day affairs of SEIU Local 1107. Such responsibility included, among other things, determining
28 how best to manage SEIU Local 1107 and to supervise its staff.

1 5. When Manteca and I were appointed Trustees of SEIU Local 1107, plaintiff Dana
2 Gentry was the Director of Communications of SEIU Local 1107 and plaintiff Robert Clarke was
3 the Director of Finance and Human Resources of SEIU Local 1107. Both of those positions
4 were management-level positions at SEIU Local 1107. Shortly after our appointment as
5 Trustees, Manteca and I conferred and we determined that it would not be in the best interests of
6 SEIU Local 1107 to continue employing Gentry and Clarke. In light of the significant and
7 widespread disarray described in the emergency trusteeship order, Manteca and I believed that it
8 was necessary to manage the affairs of the union ourselves and not with the union's former
9 management team, at least until we could fill management-level positions with individuals whom
10 we were confident would carry out the union's programs and policies. Thus, on May 4, 2017,
11 SEIU Local 1107 terminated Gentry and Clarke. Attached hereto as Exhibits B and C are true
12 and correct copies of the termination letters provided to Gentry and Clarke, respectively.

13 I declare under penalty of perjury under the laws of the State of Nevada that the
14 foregoing is true and correct.

15 Executed on October 23, 2019, in Union City, California.

16
17 By  Luisa Blue

18
19
20
21
22
23
24
25
26
27
28

EXHIBIT

A Trusteeship Order



**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**

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:

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

- 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.

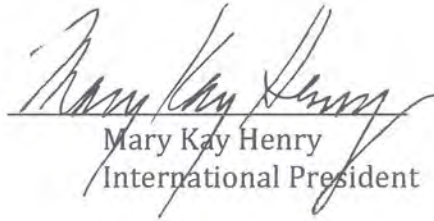
Local 1107's Constitution and Bylaws are suspended for the period of the trusteeship. In addition, in accordance with Article VIII, Section 7(f) of the SEIU Constitution and Bylaws, I will request that the International Executive Board appoint a hearing officer and that a Notice of Hearing, Appointment 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

D

FILED

SEP 14 2018

MOLLY C. DWYER, CLERK
U.S. COURT OF APPEALS**NOT FOR PUBLICATION****UNITED STATES COURT OF APPEALS****FOR THE NINTH CIRCUIT**

CHERIE MANCINI; et al.,

Plaintiffs-Appellants,

v.

SERVICE EMPLOYEES
INTERNATIONAL UNION; et al.,

Defendants-Appellees.

No. 17-17357

D.C. Nos.

2:17-cv-01340-APG-NJK

2:17-cv-02137-APG-NJK

MEMORANDUM*

Appeal from the United States District Court
for the District of Nevada
Andrew P. Gordon, District Judge, Presiding

Submitted August 31, 2018**
Pasadena, California

Before: WARDLAW, BYBEE, and IKUTA, Circuit Judges.

Cherie Mancini, the removed former-president of Local 1107, Raymond Garcia, a Local 1107 member, and other members of Local 1107 appeal the denial of their motions for a preliminary injunction to dissolve the trusteeship imposed by

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.

** The panel unanimously concludes this case is suitable for decision without oral argument. *See* Fed. R. App. P. 34(a)(2).

defendants the Service Employees International Union (SEIU) and Luisa Blue, the trustee. This appeal arises from two cases consolidated by the district court, referred to here as *Mancini* and *Garcia*. While we have jurisdiction over the denial of the preliminary injunction in *Mancini*, we lack jurisdiction to address the motion to remand the proceedings to state court in *Garcia* or the motion to reconsider an earlier denial of remand in that case.¹

1. The district court did not abuse its discretion in concluding that Mancini did not show a likelihood of success on the merits warranting a preliminary injunction. *Winter v. Nat. Res. Def. Council, Inc.*, 555 U.S. 7, 20 (2008). The district court reasonably found that SEIU followed proper procedures in establishing the trusteeship and thus its actions enjoyed a presumption of validity under 29 U.S.C. § 464(c). *Benda v. Grand Lodge of Int’l Ass’n of Machinists & Aerospace Workers*, 584 F.2d 308, 313 (9th Cir. 1978). Specifically,

¹ The notice of appeal on November 17, 2017, lists the following issues on appeal: 1) the denial of the preliminary injunction in *Garcia*, 2) the grant of defendants’ motion to consolidate *Garcia* and *Mancini*, 3) the partial grant of defendants’ motion to dismiss in *Mancini*, 4) the partial grant of defendants’ motion to dismiss in *Garcia*, 5) the denial of remand to state court in *Garcia* and the motion to reconsider an earlier denial of remand in that case, and 6) the denial of the preliminary injunction in *Mancini*. The first issue is not timely appealed, as the district court denied the motion on June 7, 2017. Plaintiffs make no argument in their briefs for the second through fourth issues, and “arguments not raised by a party in its opening brief are deemed waived.” *Smith v. Marsh*, 194 F.3d 1045, 1052 (9th Cir. 1999). Hence, we address only issues five and six.

the district court could reasonably conclude that SEIU had the authority to conduct an internal needs hearing. Further, the district court did not abuse its discretion in concluding that the SEIU President reasonably determined that an emergency situation existed and properly extended the deadline for conducting the trusteeship hearing for good cause. There is evidence in the record that SEIU properly held a hearing after it established the emergency trusteeship.

Mancini failed to rebut the presumption of validity with “clear and convincing proof that the trusteeship was not established or maintained in good faith.” 29 U.S.C. § 464(c). The district court properly found that the evidence failed to show that the trusteeship was established or maintained for improper purposes, in bad faith, or without due process. *Id.*; 29 U.S.C. § 462. It correctly noted that the breakdown in union governance was a proper reason for the trusteeship, that the ten days of notice for the hearing was sufficient, and that the hearing was full and fair overall. The objectors had an opportunity to make their concerns known, and there was no evidence that the hearing officer was biased.

Nor did the district court abuse its discretion in declining Mancini’s request for reinstatement, because there was “some evidence at the disciplinary hearing to support” the disciplinary action. *Int’l Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers & Helpers, AFL-CIO v. Hardeman*, 401 U.S.

233, 246 (1971). Although Mancini contends that the SEIU hearing officer's report was insufficient evidence to support her removal, the district court did not err in basing its conclusion on that evidence.

2. We lack jurisdiction over Garcia's appeal of the denial of the motion to remand and the motion for reconsideration. Garcia did not file his appeal until November 17, rendering it untimely. We lack pendent jurisdiction because such jurisdiction exists only where otherwise non-appealable issues are "inextricably intertwined with or necessary to ensure meaningful review of the order properly before us on interlocutory appeal." *Hendricks v. Bank of Am., N.A.*, 408 F.3d 1127, 1134 (9th Cir. 2005) (quoting *Meredith v. Oregon*, 321 F.3d 807, 813 (9th Cir. 2003)) (quotation marks omitted). That is not the case here because the only issue properly on appeal is the denial of the preliminary injunction in *Mancini*, and the motions to remand and to reconsider in *Garcia* are not "inextricably intertwined" with the preliminary injunction in *Mancini*.

Accordingly, the judgment of the district court is **AFFIRMED**.

EXHIBIT

E

1 **DECL**

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@cjmllv.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,**
15 **Plaintiffs,**

16 **vs.**

17 **CASE NO.: A-17-764942-C**

18 **DEPT. No. XXVI**

19 **SERVICE EMPLOYEES**
20 **INTERNATIONAL UNION, a nonprofit**
21 **cooperative corporation; LUISA BLUE, in**
22 **her official capacity as Trustee of Local**
23 **1107; MARTIN MANTECA, in his**
24 **official capacity as Deputy Trustee of**
25 **Local 1107; MARY K. HENRY, in her**
26 **official capacity as Union President;**
27 **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,

DECLARATION OF BRIAN
SHEPHERD

Defendants.

1 **I, Brian Shepherd, hereby declare as follows:**

- 2 **1. I am over the age of eighteen years, under no undue influence, and have personal**
3 **knowledge of the matters set forth herein.**
- 4 **2. I am presently serving as the ^{SS}Deputy Trustee of the NEVADA SERVICE**
5 **EMPLOYEES UNION ("Local 1107").**
- 6 **3. As Deputy Trustee, I am responsible for the day-to-day operation of Local 1107,**
7 **including oversight of its records.**

1 4. I instructed staff to review Local 1107 files to find job descriptions for Mr. Dana
2 Gentry and Mr. Robert Clark's positions while employed at Local 1107. True and
3 correct copies of the documents found are contained in Exhibits A and B.

4 5. As Deputy Trustee, I am familiar with the Constitution of the Service Employees
5 International Union. A true and correct copy of that Constitution is contained in Exhibit
6 C.

7 6. Exhibit D attached hereto contains a Cell Phone Agreement from Local 1107's
8 files purportedly signed by Dana Gentry.

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Executed on October 12, 2018.

11 
12 Brian Shepherd-18
13 SHEPHERD
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EXHIBIT

A

Gentry Job Description

961

Appendix 142

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

Clark Job Description

964

Appendix 145

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.

EXHIBIT

C

International's Constitution

967

Appendix 148



SEIU 2016 CONSTITUTION AND BYLAWS

AS ADOPTED at the SEIU 2016 Convention



968

CONTENTS

Article	Page
Preamble.....	5
SEIU Mission Statement.....	5
I Name.....	7
II Objects and Purposes.....	7
III Jurisdiction and Membership.....	8
IV Convention—Representation Therein	10
V Election of Officers.....	13
VI Officers.....	14
VII Filling Vacancies	16
VIII International President—Duties and Powers	17
IX Duties of the International Secretary-Treasurer.....	21
X Duties of the Executive Vice Presidents.....	22
XI Duties of the International Executive Board	22
XII Strikes and Lockouts.....	25
XIII Revenue.....	26
XIV Issuance of Charters.....	29
XV Duties of Local Unions.....	30
XVI Members’ Interests and Transfers ..	36
XVII Trials and Appeals	36
XVIII Affiliations with Intermediate Bodies .	40
XIX Payments in Connection with Deaths of Members.....	41
XX Pension Fund for Officers and Employees of Local Unions and Affiliated Bodies.....	42
XXI Local Enforcement of International Constitution.....	45
XXII Nonliability of International Union	45
XXIII Litigation	45
XXIV Amendments	46
XXV Dissolution.....	46
XXVI Savings Provision	47
APPENDIX A: SEIU Member Bill of Rights and Responsibilities in the Union	48
APPENDIX B: SEIU Member Bill of Rights and Responsibilities on the Job	48
APPENDIX C: SEIU Code of Ethics and Conflict of Interest Policy	49
APPENDIX D: Manual of Common Procedure.....	61

CONSTITUTION AND BYLAWS

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 the Service Employees International Union and have adopted the following Constitution:

SEIU MISSION STATEMENT

We are the Service Employees International Union, an organization of more than 2.1 million members united by the belief in the dignity and worth of workers and the services they provide and dedicated to improving the lives of workers and their families and creating a more just and humane society.

We are public workers, health care 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.

As a leading advocacy organization for working people, it is our responsibility to pursue justice for all. We believe in and will fight for a just society where all workers are valued and people respected, where all families and communities thrive, and where we leave a better and more equal world for generations to come.

People of every race, ethnicity, religion, age, physical ability, gender, gender expression, 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 union and 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 and have the opportunity to develop their talents and skills.

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

Where union solidarity stands firm against the forces of discrimination and hate, against structural racism, and against the unfair employment practices of exploitative employers.

Where working people can live in safe and healthy communities.

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

To achieve this vision:

We must organize unorganized service 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, motivated and inclusive leaders at every level of the union who reflect the diversity of the membership and the communities where we organize.

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

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

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

We must hold corporations and capital accountable for the common good.

We must commit to dismantling structural racism which holds us back from achieving the unity and strength we need.

We must pave the way for immigrant justice.

We must always be open to change that enables us to adapt and be more effective in an ever changing world.

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, sexual orientation, or immigration status.

We believe our power and effectiveness depend upon the active participation and commitment of our members, the development of inclusive SEIU 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 —and to dismantle structural racism against Black Americans.

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 more just, healthy and safe place for our children—and everyone’s children.

Article I
NAME

This organization shall be known as the Service Employees International Union, affiliated with Change to Win and the Canadian Labour Congress, and shall consist of an unlimited number of Local Unions chartered by it, and the membership thereof, and such affiliated bodies as may be established from time to time. In order to add the strength of this great union to the efforts of its members at every level of the Union, the name of every Local Union and affiliated body shall begin with “SEIU.”

Name and organization

Article II
OBJECTS AND PURPOSES

The objects and purposes of this International Union shall be to benefit its members and improve their conditions by every means, including but not limited to:

Goals of the union

A. By securing economic advantages, including better wages, hours and working conditions, through organization, collective bargaining, legislative and political action, and the utilization of other lawful means;

Economic advantages

B. By organizing and uniting in this International Union all working men and women eligible for membership herein;

Organizing

C. 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 International Union’s standing in the community and in the labor movement and further the interests of this organization and its membership, directly or indirectly;

Wide range of activities

D. By advancing and strengthening the rights of working men and women to bargain collectively, and introducing innovative ways to carry out this work;

Collective bargaining

E. By providing benefits and advantages to individual union members, officers, and employees through education, training, access to new technology, member resource centers, a 21st century communications system, pensions, and death and welfare benefits;

Benefits

*Cooperation
among Local
Unions*

F. By helping Local Unions to share experiences, pool resources, learn from each other's best practices, and be accountable to each other;

*Cooperation
with other
organizations*

G. By cooperating with and assisting, by moral, monetary or other means, other labor organizations, whether or not affiliated with this International Union, or any other groups or organizations, having objectives which are in any way related or similar to those of this International Union, or which are of a nature beneficial to this International Union or to its members, directly or indirectly;

*Safeguarding
the union*

H. By strengthening and safeguarding this International Union by every lawful means so that it may carry out its purposes, objects and obligations;

Financial goals

I. By utilizing, in every lawful way, including but not limited to every kind of use, expenditure and investment, the property and funds of this International Union, in order to achieve its purposes and objects and perform its obligations, and for such other purposes directly or indirectly furthering the interests of this International Union and its members;

Affiliations

J. 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;

*Empowering
members*

K. By empowering SEIU members to lead and participate in all aspects of the Union's program to secure a better future for all, including organizing, bargaining, political work, direct action, and community partnerships.

*New forms of
organization*

L. By creating new forms of worker organization to build collective economic and political power for working people; and

*Movement
for justice*

M. By building a wider movement for justice.

Article III JURISDICTION AND MEMBERSHIP

Jurisdiction

Section 1. The International Union shall be composed of and have jurisdiction over its affiliated bodies and all Local Unions composed of working men and women who are employed or engaged in any phase of private, nonprofit or public employment, including without limitation employees of colleges, schools or universities, public employers (including cities, counties, states, provinces, territories, commonwealths, governmental districts, federal agencies, and multiple agencies or authorities and any subdivisions thereof), institutions or agencies, hospitals, nursing homes or other health facilities, and private and public utilities, department stores, industrial plants, law enforcement agencies, insurance companies and all employees thereof, including clericals, technicians, professionals, paraprofessionals and paramedicals, or those who are engaged in maintenance, sales, servicing, protection or operation of all types of institutions, buildings or structures, commercial,

mercantile or other establishments, edifices and grounds, and their environs, whether private, public or nonprofit, and all categories of employees therein and thereabout, including places of assembly, amusement, recreation, entertainment, and the presentation of sporting events.

The International President is empowered to construe the jurisdiction above defined to embrace all classifications of workers within any establishment anywhere in the world.

*Power to
construe
jurisdiction*

Section 2(a). The International Union shall have jurisdiction over the Local Unions and their members and over all affiliated bodies.

*Authority of
international
union*

(b). The term “affiliated bodies” shall include State and Provincial Councils, Joint Councils, Service Councils, area, regional, or industry Conferences and Divisions, organizing committees, and provisional locals, and such other bodies on the local, national or international level as the International Union shall from time to time establish, but shall not include Local Unions. The term “Local Union” shall not include any other affiliated body.

*“Affiliated
bodies” defined*

Section 3(a). Any person employed in any employment over which this International Union claims or exercises jurisdiction shall be eligible to be considered for membership in the International Union, a Local Union, organizing committee, provisional local, or other authorized body of this organization. A Local Union may adopt additional membership requirements in the Local Union’s Constitution and Bylaws. Jurisdiction may also be construed as including service within a Local Union or affiliated body of the International Union but each Local Union shall have the option to determine whether a person with such service may be eligible for membership in the Local Union. The International Executive Board may set eligibility requirements and other criteria (including rates of dues) for associate members, retired members (who do not have a Local Union retired member program), and other special categories of membership in the International or in affiliated bodies established in accordance with this Constitution.

*Eligibility for
membership*

(b). Self-employed individuals doing work within the jurisdiction of this International Union may be eligible for membership in Local Unions, subject to any additional requirements provided for in a Local Union’s Constitution and Bylaws. The International President shall have the right to make all necessary rules and regulations respecting self-employed workers, under the jurisdiction of this International Union.

*Self-employed
members*

(c). With the approval of the International Union, Local Unions may establish different categories of membership and rates of dues for persons represented and not represented by the Local Union for collective bargaining purposes including, but not limited to, life members, retired members, and associate members.

*Membership
categories
authorized*

(d). Any dispute respecting membership or eligibility for membership shall be decided by the International President, with the Local Union or the applicant having a right to appeal his or her decision to the 976

*Membership
disputes*

International Executive Board, in writing, within 10 days after notice of said decision is received.

*Discrimination
forbidden*

Section 4. No member shall discriminate or advocate discrimination against any other member on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age, or disability.

Article IV

CONVENTION—REPRESENTATION THEREIN

*International
conventions*

Section 1. The Convention of this International Union shall meet every four years and shall convene at such time and place as the International Executive Board may determine upon the recommendation of the International President.

*Special
conventions*

Section 2. Special Conventions may be called upon order of the International Executive Board to convene at such time and place as the Board may determine, and any and all business, including appeals from suspensions and decisions of the International Executive Board, may come before such Special Convention unless specifically limited by the call. Notice of such call shall be given to each Local Union at least 60 days prior to the date of the Special Convention along with the number of delegates to which said Local Union is entitled. All other provisions of this Article shall control all Special Conventions.

*Eligibility of
delegates*

Section 3. The International Convention shall consist of duly elected delegates from their Local Unions, and none but delegates duly elected in accordance with all applicable statutes and the provisions of this Constitution and Bylaws shall be eligible to represent any Local Union at the International Convention or be entitled to vote except that all full-time International Officers shall by virtue of their office be delegates with a voice but no vote to any Convention which is held during their term of office. All officers of a Local Union elected 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 at the time of the receipt of the Convention Call it shall appear that such number of elected officers is less than the number of delegates to which the Local Union will be entitled at an International Convention, then arrangements may be made at the option of the Local Executive Board for nomination and secret ballot election, if required, of an additional number of eligible members as Convention delegates. Nominees for such position, if unopposed, shall be deemed elected without necessity for further procedures. The Local Union must designate in its Constitution and Bylaws the order in which the officers would be designated as delegates and alternates if less than all the officers are entitled to go to the Convention as delegates, provided that the chief executive officer of the Local Union shall, if otherwise eligible, be deemed entitled even in the event the Local Union fails to so designate. Any Local Union may by provision in its Local Constitution and Bylaws dispense with the foregoing provision that officers of the

*Additional
delegates*

Local Union be ex officio delegates to the International Convention and may provide for nomination and, if required, secret ballot election of such delegates. Further, subject to applicable statutes, the International Executive Board may establish representation rules for delegates from groups of associate members or other special categories of membership or locals, which shall be set forth in the notice of Convention Call for the International or Special Convention. In no event shall the basis of representation for such groups be greater in numbers than the formula set forth in Section 4 below. Any voting rights extended to such delegates must comply with applicable law.

Section 4. The basis of representation shall be one delegate for 500 members or less, and one additional delegate for every additional 500 members or major fraction thereof up to 5,000 members, and then one additional delegate for every additional 1,000 members or major fraction thereof. A determination to be represented by less than a full complement of delegates shall not affect the Local Union's eligible votes. The Executive Board of a Local Union shall determine the number of delegates which shall represent it at the Convention. For the purpose of voting, the computation of membership for a Local Union shall not include life members, retired members paying less than the full dues required for working members of their Local Union, associate members, or agency fee payers.

Convention representation and voting rights

Exclusions

Section 5. In addition to the representation in Section 4, each Local Union with a retired members group of more than 500 members shall be entitled to one retired member delegate who shall serve with a voice and a vote at the Convention. Only retired members who have been members in good standing for 60 days prior to the Convention as either members, retired members, or life members of the Local Union shall serve as a retired member delegate. The retired member delegate shall be selected by the procedures provided for in the Local Union's Constitution and Bylaws for selecting such a retired member delegate or by the Local Union's Executive Board where no procedures are provided for in the Local Union's Constitution and Bylaws. The retired member delegate shall not be permitted to vote on dues or to nominate or vote for officers at the Convention.

Retired member delegates

Section 6. No delegate shall be permitted to represent more than one Local Union.

No dual representation

Section 7(a). No Local Union that has not been chartered, affiliated, and in good standing for at least one month prior to the opening of the Convention shall be entitled to representation in the Convention, and each Local Union to be entitled to said representation must have paid into the International treasury at least one month's per capita tax prior to the opening of the Convention.

One-month requirement

(b). For a Local Union to be entitled to representation at the Convention, all moneys (i) due the International Union, whether by per capita tax or otherwise, (ii) due to any affiliated bodies, whether by per

Good standing requirement

capita tax or otherwise, as determined or waived by the International Executive Board and (iii) all moneys due for any pension or welfare funds provided for in this Constitution, must be paid at least 15 days prior to the opening of the Convention.

*Convention
call*

Section 8. The International Secretary-Treasurer shall issue a Call for the Convention and notify each Local Union at least 100 days prior to the date of the Convention of the number of delegates to which said Local Union is entitled, and shall furnish to the Local Union a certification of delegation form containing the names of registered delegates to the Local Union and spaces for the signatures of the President and Secretary of the Local Union.

Credentials

*Forwarding of
credentials*

Section 9. The certification of delegation form containing the names of delegates to the International Convention and bearing the signatures of the President and Secretary of the Local Union must be in the hands of the International Secretary-Treasurer at least 30 days prior to the opening of the Convention. A delegate who is eligible to attend the Convention shall not be disqualified because of the failure of a Local Union officer to forward the delegate's name on a certification of delegation form.

*Alternate
delegates*

Section 10. In addition to the delegates selected in the manner provided in Section 3 of this Article, a Local Union may provide for selection of such number of alternates as it may determine are reasonably required to serve if regularly elected delegates are unable to do so; such alternates shall be selected or elected in the manner provided in Section 3 of this Article. Each delegate or alternate must be a member of the Local Union employed in the jurisdiction of the Local Union. This requirement, however, shall not be construed to bar any member who is an officer or employee of the Local Union or of the International Union, or any affiliate thereof, or who is elected to public office or to a position with an organization with which this International Union is affiliated.

*Membership
requirement*

Exceptions

*Protests of
delegate
elections*

Section 11. Any member who wishes to protest the election of any delegate or the right of any Local Union officer to serve as a delegate pursuant to Article IV, Section 3, must file a written protest with the International Secretary-Treasurer within 15 days after such election or after the decision by a Local Union that no election is required pursuant to Article IV, Section 3. Any such protest shall be referred to the Credentials Committee, in care of the International Secretary-Treasurer. The Credentials Committee may waive the time limit for filing protests upon a showing that the protesting member did not know of the basis for his or her protest within sufficient time to file a timely protest and he or she filed a protest immediately upon discovery of the basis for his or her protest. The Credentials Committee shall consider all timely protests and shall include its decision on all protests in its report to the Convention. It may, in its discretion, hold a hearing on any protest upon reasonable notice to all affected parties.

*Computation
of voting
strength*

Section 12. The number of votes which each Local Union shall be entitled to vote in the Convention shall be determined by averaging the

12 most recent regular monthly per capita tax payments for members which are received by the International Union on or before December 31 of the year immediately preceding the calendar year in which the Convention is held. In the case of a newly chartered local without a twelve month payment period before December 31, the number of votes shall be determined by averaging regular monthly per capita tax payments for members received by the International Union, up to a maximum of twelve months. The computation of voting strength shall not include associate members, life members, or agency fee payers. Where there are two or more delegates in attendance from one Local Union, the vote shall be divided equally between them. In the case of a newly chartered Local Union created as a result of a reorganization of members under Article XIV, the International Executive Board shall determine the computation of voting strength for the affected Local Unions in order that the members are included in the voting strength of only one Local Union.

Section 13. The International President shall, before each Convention, appoint from the delegates-elect a committee of at least seven to act as a committee on credentials. The International President and International Secretary-Treasurer shall be members of said committee. All credentials shall be referred to this committee. This committee shall submit its report in writing to the Convention.

*Committee on
credentials*

Section 14. All Resolutions to be acted upon by the Convention proposed by a Local Union must be submitted in writing to the International Secretary-Treasurer at least 30 days prior to the Convention and unless so submitted may not be considered by the Convention except on unanimous consent of the delegates present. Resolutions may be presented to the Convention by the International Executive Board at any time during the Convention without requiring unanimous consent.

*Convention
resolutions*

Section 15. Delegates representing one-fourth of the votes entitled to be cast at the Convention shall constitute a quorum for the transaction of business.

*Convention
quorum*

Section 16. The rules and order of business governing the preceding Convention shall be enforced from the opening of any Convention of this International Union until new rules have been adopted by action of the Convention.

Interim rules

Article V ELECTION OF OFFICERS

Section 1. All nominations for International Officers shall be made in open Convention and elections shall be by roll call where there is more than one candidate for any office. The roll call shall be conducted by voice and/or open written ballot, as set forth in the Rules of the Convention. Officers shall be elected by plurality vote.

*Nomination
and election
of officers*

Section 2. No candidate (including a prospective candidate) for any International office or office in a Local Union or affiliated body or

*No nonmember
support*

supporter of a candidate may solicit or accept financial support or any other direct or indirect support of any kind from any nonmember of the International Union.

Protests

Section 3. Any member wishing to protest the election of any International Officer pertaining to candidate eligibility or the manner in which the election was conducted must lodge a protest in conformity with the requirements of the Rules of the Convention.

Other election protests

Section 4. Any member wishing to submit an election protest pertaining to any issue other than those governed by Section 11 of Article IV or Section 3 of this Article must file such protest within 15 days after the Convention. All such protests shall be filed with the International President. The International President shall endeavor to have a hearing held within 30 days of the filing of the protest, if the International President deems a hearing to be necessary, and shall attempt to render his or her decision within 30 days thereafter. Within 15 days after the final action of the International President, a petition for review may be filed with the International Executive Board. In the alternative, the International President may forward an election protest directly to the International Executive Board for decision.

Article VI OFFICERS

International Union officers

Section 1. The officers of this International Union shall consist of an International President, an International Secretary-Treasurer, seven full-time Executive Vice Presidents, 25 Vice Presidents (at least two of whom shall be members of Canadian Local Unions), and 40 Executive Board Members (at least two of whom shall be members of Canadian Local Unions and one of whom shall be a Retired Member). The International President, the International Secretary-Treasurer, and the seven Executive Vice Presidents shall be elected at large by all delegates assembled at the International Convention. Two Canadian Vice Presidents and two Canadian Executive Board Members shall be elected on the following basis: a Vice President and Board Member shall be nominated and elected from all of the provinces other than the Province of Quebec. A Vice President and Board Member shall be nominated and elected from the Province of Quebec only, provided, however, that the Vice President from Quebec and the Executive Board Member from Quebec may not be members of the same Local Union. These Canadian Vice Presidents and Executive Board Members shall be elected by the Canadian Council at its Convention composed of delegates elected in accordance with this Constitution and applicable law and which shall be held within 90 days prior to the International Convention at which the International Union officers are elected. All other Vice Presidents and Executive Board Members (including the Retired Member) shall be nominated and elected at large.

Retired member

Canadian officers

IEB term of office

Section 2. These officers shall constitute the International Executive Board, and their term of office shall begin immediately following their

election and they shall hold office for four years or until their successors are duly elected and qualify.

(a). Each Vice President and Executive Board Member shall be responsible for such duties as assigned by the International President.

Duties

(b). The International President may appoint an Executive Committee from among the members of the International Executive Board. The Executive Committee shall meet at the call of the International President. The Executive Committee shall be charged with advising the International President on how best to carry out the administrative duties of his or her office, and with making recommendations to the International Executive Board on policies and programs for the International Union. The Executive Committee also may be delegated specific functions and powers of the International Executive Board under the Board's authority in Article XI, Section 6(b). Minutes of all meetings of the Executive Committee shall be kept by the International Secretary-Treasurer, who shall render reports to the International Executive Board.

Executive Committee

Section 3. Each regular Convention of this International Union shall also elect a Board of Auditors consisting of eight members. The Board of Auditors shall examine and review the books and accounts of the International Secretary-Treasurer at least once during each twelve-month period, utilizing the assistance of Certified Public Accountants designated by the International President. Such review of the books and accounts of the International Secretary-Treasurer shall include the books respecting all properties and facilities under the custodianship of the International Secretary-Treasurer. A copy of such annual reports of the Board of Auditors shall be submitted to the International Executive Board. The Board of Auditors shall also give a written report to the International Convention. In the event of the unavailability or temporary disability of an Auditor, the remaining Auditors shall perform the duties set forth herein. The Auditors shall receive such per diem compensation and expense allowance as may be fixed by the International Executive Board.

Board of Auditors

Section 4. No person shall be eligible for office in this International Union who has not been a member in continuous good standing for at least two years immediately preceding his or her election in the International Union or Local Unions chartered by this International Union or in any labor organization which becomes affiliated with this International Union. This requirement may be reduced by the International Executive Board to no less than 60 days if necessary to expand eligibility for office to members of organizations newly associated with the International Union pursuant to Article XI, Section 6. In the case of the Retired Member position on the International Executive Board, only retired members who have been members in good standing for two years prior to the Convention as either members, retired members or life members of the Local Union shall be eligible to serve. 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

Qualifications for officers

with the provisions of applicable law, be eligible to hold office in this International Union.

Exclusions

Section 5. Associate members, life members, or those retired members paying less than the full dues required for working members of their Local Union shall not be eligible for nomination as an International Officer, except that such retired members may be eligible for the Retired Member position on the International Executive Board.

*Multiple
compensation
barred*

Section 6. No full-time officer of the International Union may receive compensation of any kind, except for benefits paid by a pension plan, from any Local Union or from any entity owned or controlled by a Local Union. Notwithstanding the foregoing, the International President is authorized to approve a temporary transition plan (not to exceed six months) for other new full-time officers transitioning from a Local Union to the International Union, provided that any such individual does not receive compensation from the International Union and a Local Union for the same time period.

*Retired
members
advisory
committee*

Section 7. The International President shall appoint a Retired Members Advisory Committee which shall consist of leaders of Local Union retired members groups and retired International Executive Board Members. It shall be chaired by a retired member appointed by the International President.

*Emeritus
status*

Section 8. The future grant of emeritus status to an International Officer shall be limited to an individual who has been elected as International President at no fewer than three international conventions. Such status shall entitle the individual to be an honorary guest at the SEIU International Convention and he/she may be appointed by the International President as a delegate or alternate delegate on the SEIU delegation to a national or international federation convention. Additional assignments may be made by the International President, upon mutual agreement.

Article VII FILLING VACANCIES

*Filling officer
vacancies*

President

*Secretary-
Treasurer*

In the event of a vacancy in the office of International President by reason of death, resignation or otherwise, it shall be the duty of the International Secretary-Treasurer, in addition to his or her other duties, to assume the duties of International President. The International Secretary-Treasurer shall serve in this capacity for a period of not longer than 30 days during which time the International Executive Board shall be convened for the purpose of filling the vacancy for the unexpired term by majority vote. In the event of a vacancy in the office of International Secretary-Treasurer by reason of death, resignation or otherwise, it shall be the duty of the International President, in addition to his or her other duties, to assume the duties of International Secretary-Treasurer. The International President shall serve in this capacity for a period of not longer than 60 days during which time the International Executive Board shall be convened for the purpose of filling the vacancy for the

unexpired term by majority vote. In the event of a vacancy among the Vice Presidents, or on the Board of Auditors, by reason of death, resignation or otherwise, the International Executive Board shall, within 90 days after such vacancy has occurred, fill the vacancy for the unexpired term by majority vote. In the event of a vacancy among the Executive Vice Presidents or International Executive Board Members, by reason of death, resignation or otherwise, the International Executive Board may in its discretion fill such vacancy for the unexpired term by a majority vote. In the event of a concurrent vacancy in both the office of the International President and the office of the International Secretary-Treasurer by reason of death, resignation or otherwise, the International Executive Board shall be convened in Washington, D.C., within 10 days upon the joint call of at least four International Vice Presidents for the purpose of filling the unexpired terms by majority vote. In the case of a vacancy in the office of International President, International Secretary-Treasurer or Executive Vice President, the vote of an Officer on the International Executive Board (except for the full-time Officers and the Retired Member) shall be proportionate to the numerical strength of his/her local, as determined by the Local's payment of per capita tax to the International Union, excluding associate members, life members, retired members paying less than the full dues required for working members of their Local Union, and agency fee payers. If more than one officer is from the same Local Union, the voting strength shall be divided equally among those officers for this purpose.

*Vice President,
Auditor*

*Executive Vice
President,
Executive Board
Members*

*Concurrent
vacancies*

*Voting
strength*

Article VIII INTERNATIONAL PRESIDENT— DUTIES AND POWERS

Section 1(a). It shall be the duty of the International President to preside at the Convention of the International Union and at meetings of the International Executive Board, and conduct them in accordance with parliamentary rules and in conformity with this Constitution. The International President shall appoint all committees and boards and be a member ex officio of all committees and boards.

*Presiding
officer*

*Appointment
of committees,
boards*

(b). The International President shall have the deciding vote in case of a tie on any question.

Deciding vote

(c). The International President shall act to the best of his or her ability in furthering the purposes and objects of the organization and the interests of its members.

*General
responsibility*

(d). The International President shall have general supervision and direction over the affairs of the International Union. The International President shall be authorized to call and make arrangements for such meetings, seminars, and conferences as he or she may deem necessary; and shall direct all departments, functions and programs of the International Union.

*General
authority*

(e). The International President shall have general supervision and direction of the organizing efforts of this International Union.

984 *Organizing
authority*

The International President shall have power to appoint organizers, representatives, coordinators and organizing committees and to make such loans or grant such subsidies to Local Unions and affiliated bodies as he or she deems necessary.

*Authority
for collective
bargaining*

*Coordinated
bargaining
process*

(f). Consistent with the programs and policies adopted by the SEIU Convention delegates, the International President shall be empowered to negotiate and enter into national, regional, or areawide collective bargaining agreements, including company wide or multi employer agreements, and to coordinate activities toward this end in consultation with the Local Unions involved, and is authorized to require and direct coordinated bargaining among Local Unions. An industry division of the International Union also may recommend to the International President situations in which coordinated bargaining is warranted or where a comprehensive union wide strategy of employer relations is needed for key strategic global, national or regional employers. Accordingly, the industry divisions shall develop a process to identify such circumstances and in each case, the proposed structure for carrying out the decision-making (including membership authorization for strike action and membership voting on contract ratification), and the financing of the bargaining process itself. The division's recommendation shall address whether there is a need for the delegation of bargaining authority to the International Union or to a national or regional bargaining committee, appointed by the International President. The affected locals shall pay for the expenses of their participation after their input into the elements of such financing.

*Authority to
employ staff*

*Authority to
set salaries*

*Salary
entitlement
phase out*

(g). The International President shall be empowered to employ necessary staff and retain counsel, accountants and other professional personnel as he or she may require to assist in the duties of the office and to fix their compensation. He or she shall be empowered to fix the compensation of the International Executive Vice Presidents. With respect to the office of International Vice President and International Executive Board member, the International Executive Board has phased out salary entitlements and is authorized to adopt an alternative compensation policy that recognizes any financial hardship on locals by this change in policy, as well as additional responsibilities that may be assigned to particular individuals.

*Authority on
questions of
law*

(h). The International President shall have authority to interpret this Constitution and Bylaws and decide on all points of law submitted to him or her by Local Unions or the membership thereof, or by affiliated bodies, subject to appeal to the International Executive Board, and the next Convention.

*Right to
petition
International
President*

*Right of
appeal*

Section 2. Any member or officer of a Local Union aggrieved by any action of his or her Local Union or affiliated body not covered by the provisions of Article XVII of this Constitution (including determinations of election protests) may petition the International President within 15 days after the act complained of, or may petition the International Executive Board, within 15 days after the action of the International

President thereon, to review the action of the Local Union or affiliated body. The President will endeavor to have a hearing held within 30 days of the petition or protest, if the President deems a hearing to be necessary, and shall attempt to render his or her decision within 30 days thereafter.

Section 3. The International President shall, by virtue of his or her office, represent the International Union at the conventions of labor organizations with which this International Union is affiliated and shall appoint all other delegates to such conventions.

*Representing
international
union at
conventions*

Section 4. The International President shall sign all charters and other official documents of this International Union; shall have the authority to direct an examination of the books and records of any Local Union or affiliated body; and shall draw vouchers on the International Secretary-Treasurer for such sums of money as his or her activities require, and the same shall be paid by the International Secretary-Treasurer.

*Charters,
audits, and
vouchers*

Section 5. The International President shall have power to appoint upon recommendation of the International Secretary-Treasurer such office assistants as may from time to time be required.

*Appointment
of assistants*

Section 6. All vouchers of the International Union shall be submitted to the International President for approval. The International President may at any time appoint a member of the Board of Auditors or such other representative or accountant as he or she may designate to examine into any matter affecting the finances of the International Union.

*Monitoring
finances*

*Investigation of
finances*

Section 7(a). Whenever the International President has reason to believe that, in order to protect the interests of the membership, it is necessary to appoint a Trustee for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures, or otherwise carrying out the legitimate objects of this International Union, he or she may appoint such Trustee to take charge and control of the affairs of a Local Union or of an affiliated body and such appointment shall have the effect of removing the officers of the Local Union or affiliated body.

*Authority
to impose
trusteeships*

(b). The Trustee shall be authorized and empowered to take full charge of the affairs of the Local Union or affiliated body and its related benefit funds, to remove any of its employees, agents and/or trustees of any funds selected by the Local Union or affiliated body and appoint such agents, employees or fund trustees during his or her trusteeship, and to take such other action as in his or her judgment is necessary for the preservation of the Local Union or affiliated body and for the protection of the interests of the membership. The Trustee shall report on the affairs/transactions of the Local Union or affiliated body to the International President. The Trustee and all of the acts of the Trustee shall be subject to the supervision and direction of the International President.

*Powers and
duties of
trustee*

*Responsibility
to president*

*Moneys, books,
property*

(c). Upon the institution of the trusteeship, all moneys, books and property of the Local Union or affiliated body shall be turned over to the Trustee.

*Bonding
required of
trustee*

(d). The Trustee shall be bonded for the faithful discharge of his or her duties relating to the handling of funds or other property of the Local Union or affiliated body.

*Financial
responsibilities
of trustee*

(e). The Trustee shall take possession of all the funds, books, papers and other property of the Local Union or affiliated body. The Trustee shall pay all outstanding claims, properly proved, if funds are sufficient. When self-government is restored, the Trustee shall return all funds, books, papers and other property to the Local Union or affiliated body. If, however, the Local Union or affiliated body is dissolved by the revocation of its charter, then any balance remaining to the credit of the Local Union or affiliated body shall be forwarded to the International Secretary-Treasurer and shall become the property of the International Union.

*Procedure
for imposing
trusteeship*

*Appointment of
hearing officer*

(f). In order to ensure that no trusteeship is imposed without an adequate right to be heard or without other appropriate safeguards, prior to the imposition of a trusteeship the International President shall appoint a hearing officer or officers (who need not be a member or members of this organization), and shall issue a notice, which shall be distributed in a timely fashion, setting a time and place for a hearing, for the purpose of determining whether a Trustee should be appointed. Said hearing officer or officers shall issue a report and recommendations, orally, or in writing, to the International President, who shall thereupon make his or her determination; provided that where in the judgment of the International President an emergency situation exists within the Local Union or affiliated body, a Trustee may be appointed prior to a hearing; provided further that in an emergency situation, the International Executive Board shall appoint a hearing officer or officers (who need not be a member or members of the organization) who shall conduct such a hearing within 30 days after imposition of the trusteeship, and a decision by the International Executive Board shall be made within 60 days after the appointment of such Trustee. These time limits may be extended by the International President for good cause which decision shall be final and binding. Pending the International Executive Board's decision, the trusteeship shall remain in full force and effect.

*Emergency
trusteeship*

*President's
personal
representative*

(g). The International President may appoint a representative to meet with the officials of Local Unions or affiliated bodies and to attend any meetings of Local Unions or affiliated bodies where in the judgment of the International President there is a need to assist the Local Unions or affiliated bodies with respect to their internal needs. The International President may appoint a hearing officer to examine the internal needs of the Local Union or affiliated body, and to assist him/her in determining what remedial action(s), if any, should be implemented by the Local Union or affiliated body. At anytime, the International President also may designate his/her representative as a monitor with a personal oversight responsibility to review compliance with the International

*Internal needs
hearing*

Monitor

President's recommendations and/or otherwise assist in addressing the internal needs of the Local Union or affiliated body. Among the internal needs to be considered is whether a Local Union or affiliated body has met applicable standards endorsed by the International Convention or satisfied such procedures, rules and/or regulations duly adopted by the International Executive Board to carry out the goals set by the International Convention.

Compliance with applicable standards

Section 8. The International President shall have power to call upon any and all officers for assistance and advice when the occasion demands or requires it.

President's authority to call for assistance

Section 9. The International President shall make a full report to each International Convention and at Executive Board meetings.

President's duty to report

Article IX DUTIES OF INTERNATIONAL SECRETARY-TREASURER

Section 1. The International Secretary-Treasurer shall keep a correct record of all the proceedings of the International Convention and of the International Executive Board.

Proceedings of convention, executive board

Section 2. The International Secretary-Treasurer shall receive and collect all moneys due to the International Union, which shall be deposited in such banks as may be designated by the International Executive Board.

Safeguarding the moneys

Section 3. The International Secretary-Treasurer shall conduct all official correspondence, receive all applications for charters, countersign and issue charters as may be granted, and have charge of the official seal.

Charters, official seal

Section 4. The International Secretary-Treasurer shall draw and sign or authorize the signing of all checks covering expenditures of the International Union, upon the co-signature or approval of the International President.

Expenditures

Section 5. The International Secretary-Treasurer shall maintain records of the membership of the International Union and shall report to the International President and the International Executive Board as required.

Membership records

Section 6. The International Secretary-Treasurer shall make a full report of all matters relating to his or her office to each International Convention.

Convention reports

Section 7. The International Secretary-Treasurer shall, at the end of his or her term of office, turn over to his or her successor in office all books, moneys, property and other belongings of the International Union.

Obligation to successor

Section 8. The books and records of the International Secretary-Treasurer shall be open for inspection by the officers of the International Union.

Obligation to open books

*Maintenance
of union
records*

Section 9. The International Secretary-Treasurer shall keep all records pertaining to income, disbursements, and financial transactions of any kind for a period of at least six years, or longer if required by applicable law.

Article X DUTIES OF THE EXECUTIVE VICE PRESIDENTS

*Supervision by
President*

Section 1. The International Executive Vice Presidents shall work under the supervision of the International President.

*Duties assigned
by President*

Section 2. The International Executive Vice Presidents shall perform such duties as are assigned to him or her by the International President.

Article XI DUTIES OF THE INTERNATIONAL EXECUTIVE BOARD

*Meeting
requirement*

Section 1. The International Executive Board shall hold sessions at least two times within each year. The meetings of the International Executive Board shall be upon the call of the International President at times and places which, in his or her judgment, best serve the needs of the International Union. Whenever a majority of the International Executive Board requests the International President to call a meeting thereof, it shall be mandatory upon him or her to do so. A meeting of the International Executive Board may be held by telephone or video conference at the discretion of the International President. All necessary expenses for such meetings shall be paid by the International Union. The International Executive Board shall have power to transact all business of the International Union between Conventions. A majority of the members of the International Executive Board shall constitute a quorum for the transaction of its business.

*Majority
may initiate
meeting*

Quorum

*Notification to
Local Unions*

Section 2. The International Secretary-Treasurer shall notify all Local Unions and affiliated bodies of the time and place of International Executive Board meetings. Any Local Union or affiliated body may present any grievance or matter which it deems to be for the welfare of the International Union or any of its Local Unions or affiliated bodies at any meeting of the International Executive Board.

*Right to
present
grievances*

*Right to
decide appeals*

Section 3. The International Executive Board shall act upon and decide all appeals presented to it by Local Unions or individual members or by affiliated bodies.

*Bonding
provisions*

Section 4. The International Executive Board shall provide for the bonding of officers and employees of the International Union in accordance with the requirements of applicable statutes or as the International Executive Board shall deem necessary.

*Polling by
International
President*

Section 5. When the International Executive Board is not in meeting and the International President deems it necessary for the International

Executive Board to act promptly, the International Secretary-Treasurer shall poll the International Executive Board and such action and vote may be taken by letter, telegram, teletype, facsimile, telephone or any other appropriate means of communication. Such action so taken on vote of the majority of the International Executive Board shall constitute official action of the International Executive Board.

Section 6. The International Executive Board shall, subject to action of an International Convention, be the final authority and the highest governing body of this International Union.

Executive Board is highest authority

The Board is hereby authorized and empowered to take any and all lawful action not inconsistent with this Constitution to safeguard and protect this International Union, the rights, duties and privileges of the officers and members of this International Union and its Local Unions or any of its affiliated bodies; to guide, manage, conduct, and direct the activities, affairs, and functions of this International Union and to, in every way, including but not limited to expenditure, investment, and management, utilize the property and funds of this International Union towards the fulfillment of the purposes and objects of this organization. In addition to the general and specific powers conferred upon the Board elsewhere in this Constitution, and in addition to any lawful powers appertaining thereto, the Board is specifically authorized to:

Duties and responsibilities

A. Establish, adopt, prescribe, and order such procedures, rules and regulations, consistent with this Constitution, as are required for the direction and management of the affairs of this International Union and its constituent subordinate bodies and to repeal or amend the same;

Establishment of rules and regulations

B. Delegate, consistent with this Constitution, to any of its officers or agents any of the functions and powers herein set forth, except the power to fill vacancies in office;

Delegation of powers

C. Establish and/or approve the payment of salaries, wages, expenses, allowances, and disbursements for its officers, agents, and employees; and adopt, maintain or amend any pension or health and welfare trust agreement or plan which it deems to be in the interest of the officers and employees of the International Union or its Local Unions or other affiliated bodies or employees represented by the International Union or any of its Local Unions or other affiliated bodies and the families of said officers and employees, provided that no accrued rights of a participant shall be impaired;

Salaries and trusts

D. Take such legal action as it deems necessary to protect the interests of this International Union, its officers, representatives, agents, employees, members, or constituent Local Unions or its affiliated bodies, including the initiation, prosecution, and defense of lawsuits and arbitrations, the settlement or compromising of any claim whether defended or prosecuted, and the payment of expenses and costs of all such proceedings and actions; or abstain from enforcing any claim;

Authority to take legal action

E. Invest or reinvest the funds of this International Union in such property, real or personal, tangible or intangible, as it shall consider

Investment of funds

desirable for the effectuation of the purposes and objects of this International Union and the interest of its members, or permit such funds to remain uninvested;

Acquisition of property

F. Lease, buy, and in every lawful manner acquire, on behalf of this International Union, all property, rights, and privileges, as it shall think desirable for the effectuation of the purposes and objects of this International Union and the interests of its members, at such prices, terms and conditions as this Board shall, in its discretion, determine;

Disposal of property

G. Sell, lease, rent, mortgage, pledge, exchange, or otherwise dispose of any property, real or personal, tangible or intangible, and any rights or privileges appertaining or belonging to or in the possession of this International Union or its membership, whenever in its discretion the Board considers that the purposes and objects of this International Union and the interests of its members will be thereby effectuated for such prices and upon such terms and conditions or for such consideration as the Board in its discretion determines;

Authority to borrow

H. Obtain loans from any banks, firms, corporations or institutions, upon such terms and conditions as the Board shall determine, and for the sums so borrowed, issue its promissory notes or other evidence of indebtedness;

Mortgages and trusts

I. Enter into, issue and create, effectuate and terminate such mortgages, deeds, trust agreements, and negotiable instruments, however secured, as the Board in its discretion believes will effectuate the objects and purposes of this International Union and the interests of its members;

Affiliations

J. Affiliate this International Union or otherwise enter into or discontinue a relationship with such organizations and bodies, local, national and international, as the Board believes will effectuate the objects and purposes of this International Union and the interests of its members;

Terms of affiliation

K. Affiliate to this International Union by merger, partnership, alliance, consolidation, charter or otherwise any existing labor organization or other organization as the Board may approve and in connection therewith may grant to such labor organization until the next International Convention such executive positions and/or representation on the International Executive Board in the form of additional Vice Presidents and Executive Board Members in excess of the total number provided in Article VI, Section 1. The terms and conditions of such relationships, including affiliations, partnerships, alliances, mergers, or consolidations may include waiver of other provisions of this Constitution for such periods of time as shall be set forth in the agreement;

Authority to waive constitutional provisions

Jurisdictional questions and agreement

L. Decide questions of jurisdiction relating to Local Unions and other bodies affiliated to the International Union, and conclude organizational and jurisdictional agreements with other labor organizations;

M. Make such loans, either direct or indirect, whether to individuals or organizations, as are lawful and not inconsistent with this Constitution, with such security and with such arrangement for repayment as the Board may deem appropriate, and as the Board considers will effectuate the purposes and objects of this International Union and the interests of its members;

Authority to lend

N. Establish, adopt, and order such procedures as it deems necessary for the International Union, Local Unions, and affiliated bodies pertaining to agency shop fees, fair share fees and similar fees, and repeal or amend the same; and

Agency and other fee procedures

O. In order to build strength for working women and men in the 21st century, the International Executive Board is authorized to enter into new types of arrangements including, but not limited to, partnerships, affiliations and/or alliances on a national or global scale, for expanding the Union's outreach to, and involvement with, organizations and people with common goals. Accordingly, the authority set forth in this Article should be broadly interpreted to carry out the intent and purpose of this mission as well as to take advantage of new opportunities available through advances in technology and the internet. In entering such arrangements, the International Executive Board may grant such waivers from the provisions of the Constitution until the next Convention as will advance this objective.

New arrangements to expand outreach

The International Executive Board shall be the final authority in fulfilling, interpreting and enforcing this Constitution, subject to review by an International Convention.

Constitutional authority

The opinion of any attorney, accountant, or other professional consultant or expert hired pursuant to this Constitution shall be full and complete authority and protection with respect to any action taken, suffered or omitted by this Board or any member thereof in good faith and in accordance with such opinion. The International Executive Board, or any member of it, shall not be liable to any person or organization, for any act, which is not willful misconduct or in bad faith, done by this Board or said member in effectuation of the purposes and objects of this Constitution and the interests of the members of this organization.

Protection from liability

Article XII

STRIKES AND LOCKOUTS

No Local Union or affiliated body shall strike without previous notification to the International President, or, where prior notice is not practicable, without notification as soon as possible after commencement of the strike, in which notice the Local Union or affiliated body has stated that it has complied with all applicable notice requirements. If the Local Union or the affiliated body fails to give such notice, the International President may withhold sanction for the strike called by the Local Union or affiliated body. Based on the recommendation of the industry divisions of the International Union, the International Executive Board may limit this strike notification to fewer situations.

Strike notification requirement

Article XIII REVENUE

*Per capita
taxes*

Section 1(a). The revenue of this International Union shall be derived from per capita tax, initiation fees, charter fees, assessments or from any other source that the International Executive Board may determine.

The per capita tax from Local Unions shall continue to be \$7.65 per member per month on all dues received by the Local Union.

*Special
membership
categories*

For a retired member, associate member, or organizing committee member paying less than the full dues required for working members of his or her Local Union, the per capita shall be \$1.00 per month.

The International Union shall not set aside any segregated funds from per capita tax payments received from Local Unions on behalf of retired, associate or organizing committee members.

*Authority to
adjust tax*

Upon the recommendation of the International President, the International Executive Board shall have the authority to adjust the per capita tax required from Local Unions (i) for nonworking members, including retired members and associate members; provided, however, that not withstanding the provisions of Article XV, Life Members granted such status pursuant to this Constitution on or before May 1, 2000, 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, including continued participation in the International Union's Death Gratuity Program if otherwise eligible; and (ii) that are affiliated with another international union.

Political fund

(b). An amount of money which shall be determined annually by the International Executive Board shall be set aside from the per capita tax and shall be expended by the International Union directly or indirectly for political education and political action purposes, but solely in accordance with the provisions of applicable law.

*Strike and
defense fund*

(c). For 2012, the International Union shall continue to set aside out of the per capita tax, the sum of 40 cents per member per month on all monthly dues received by the Local Union as a Strike and Defense Fund to aid Local Unions engaged in authorized strikes, in defending against lockouts, and in defending the integrity and welfare of the Local Union, as defined under criteria established by the International Secretary-Treasurer, and shall credit each Local Union with the amount which such Local Union has paid into the Strike and Defense Fund. 25 cents of the 40 cents shall be used by the International Union to maintain current programs and support the implementation of the 2012 Convention program.

Beginning January 1, 2013, the International Union shall use from the per capita tax the sum of 40 cents per member per month on all monthly dues received by the Local Union in the Strike and Defense Fund for the purpose of maintaining a fund to support the International Union's program to elect and hold accountable national public officials for a pro-working family agenda.

Such moneys shall not be used from or set aside out of per capita tax payments received from Local Unions on behalf of retired, associate, or organizing committee members.

Prior to January 1, 2013, a local union may request approval from the International Secretary-Treasurer to substitute an alternative payment plan for the 25 cents. This plan may include the option for the International Union to retain funds that would otherwise be paid back to the local union under Article XV, Section 18.

For any amounts accumulated in the Fund prior to January 1, 2013, subject to the criteria established by the International Secretary-Treasurer, a Local Union may after no less than one year of contributions draw on the Strike and Defense Fund, or from such other funds of the International Union as shall be determined by the International Executive Board, to the extent of the total unexpended funds remaining to its credit, plus an additional sum equal to the amount set aside out of its required payments in the preceding 12 months. Once such an additional payment has been drawn by the Local Union, no further payment shall be made to the Local Union pursuant to this Section. The International Executive Board is authorized to direct that a Local Union's 2012 contributions to the Strike and Defense Fund be used to satisfy the Local Union's outstanding financial liability to the International Union or, pursuant to a decision of the International Executive Board after appropriate proceedings, to another affiliated body or Local Union if such liability is at least 90 days past due. In such circumstances, the Local Union will receive 15 days notice before such action is initiated.

*Withdrawals
from strike and
defense fund*

*Use of fund
to satisfy
outstanding
liabilities*

Questions concerning the application or interpretation of this subsection shall be resolved by decision of the International Secretary-Treasurer, subject to appeal to the International Executive Board.

*Application and
interpretation*

(d). In addition to the per capita tax set forth in Section 1(a), each Local Union, except those based in Canada, shall pay to the International Union a per capita tax to finance the Unity Fund. Through the Unity Fund, all local unions will pool resources in order to have the new strength to win improved pay, benefits and security for members in the 21st century. This additional per capita tax per member per month shall be \$5.00.

*Unity Fund
(except
Canada)*

Notwithstanding the above, this additional per capita tax for the Unity Fund shall not be paid on dues from any member who is paid gross wages of less than \$433 per month. The additional per capita tax for the Unity Fund shall also not be payable on dues from members who have not achieved a first collective bargaining agreement.

*Low-wage
worker*

(e). Based on the recommendation of the Canadian Council, the International Executive Board may require each Local Union based in Canada to pay to the International Union a per capita tax in addition to the per capita tax set forth in Section 1(a) to finance a Canadian Unity Fund. Through this Unity Fund, all Canadian local unions will pool resources in order to have the new strength to win improved pay, benefits and security for members in the 21st century. The amount of

*Canadian
Unity Fund*

the additional per capita tax shall be determined by the International Executive Board, based on the recommendation of the Canadian Council.

*"Member" and
"dues" defined*

(f). For the purposes of this section, the term "member" shall include agency fee payer and Rand Formula payer and comparable fee payers, and the term "dues" shall include agency service fees, Rand Formula fees and comparable fees.

*Payment of
dues*

Section 2. Dues of members are due and payable on or before the last day of the current month and in order for a member to be in good standing his or her dues must be paid on or before the last day of each month. All other financial obligations of the Local Union must likewise be paid on or before the last day of the month in which they fall due.

*Maintenance
of good
standing*

Section 3. For a Local Union to be considered in good standing, per capita tax and all other fees and payments must be paid by each Local Union to the International Union before the end of the month following the month in which the Local Union received dues or other payments on account of which per capita tax or fees are payable to the International Union. If the monthly per capita tax, or any part thereof, is not submitted by the end of the month following that in which it is due, the Local Union shall be deemed delinquent in its payment and shall be charged a late payment fee, at an interest rate to be determined periodically by the International Executive Board, on that portion of the per capita tax which has not been paid by the due date, except that the International President may waive this penalty charge for good cause shown. If a Local Union fails to make the payments herein required within 30 days of the date due, the International Secretary-Treasurer shall notify the Local Union that it is no longer in good standing and shall within 30 days thereafter refer the matter to the International President for such action as the International President shall deem appropriate, including without limitation, suspension of the Local Union, revocation of its charter, or the appointment of a Trustee as provided in Article VIII, Section 7 of this Constitution and Bylaws. The International President, and in the event of an appeal from his or her decision, the International Executive Board, may lift any suspension or stay revocation of the charter upon such terms and conditions as may be prescribed.

*Sanctions for
nonpayment*

*Priority of per
capita payment*

Section 4. No Local Union shall have any right to pay any bills before it pays its full obligation to the International Union each month.

*Reporting
requirements
of locals
(membership
lists)*

Section 5(a). The Local Union by its Secretary-Treasurer shall forward to the International Secretary-Treasurer the correct names and addresses (including email address and phone number, if available) of all its members, and other membership information as specified by the International Executive Board. Each month it shall submit all changes of addresses; the names and addresses of all members initiated or readmitted, of all other persons from whom revenue is derived, and of those suspended for nonpayment of dues or for any other cause; and a correct list of those who take transfer or withdrawal cards. In addition, the International Union must be notified of the names and addresses of

all officers elected to office within 15 days of such action. The proper ZIP code shall be included for each address. Each Local Union must provide the same membership list to the State Council with which it is affiliated. Based on the recommendation of the International Secretary-Treasurer, the International Executive Board may approve a modification to this section which limits the frequency and/or content of this requirement.

(b). Upon request, each local shall forward to the International Secretary-Treasurer, by April 1 of each year, information and supporting documentation showing the average gross wage rate of its membership for the previous calendar year. The Secretary-Treasurer may issue specific guidance on the nature of the supporting documentation required.

Average gross wage rate

Section 6(a). Local Union officers or the officers of any other affiliated body shall furnish to any person designated by the International President to examine its books and records, all of its books, records, accounts, receipts, vouchers and financial data whenever requested. All Local Unions and other affiliated bodies shall promptly forward to the International Secretary-Treasurer copies of all annual audit reports and copies of all financial reports setting forth a statement of assets and liabilities and a statement of receipts and disbursements which are required by law.

Examination of local books and records

Annual audit reports

(b). All records of a Local Union or other affiliated body pertaining to income, disbursements and financial transactions of any kind whatsoever must be kept for a period of at least six years or longer if required by applicable law.

Maintenance of local records

Section 7. When the charter of a Local Union or other affiliated body is revoked, the Local Union or other affiliated body and its officers shall return all books, documents, property and funds to the International Union.

Requirements on revocation of charter

Section 8. The revenue from per capita taxes paid by Canadian Local Unions shall be spent by International Union for activities that support Canadian Local Unions.

Canadian locals per capita

Article XIV ISSUANCE OF CHARTERS

Section 1. Twenty-five or more persons within the jurisdiction of this International Union may apply to the International Secretary-Treasurer for the issuance of a charter. In any event, the International President or the International Executive Board may issue a charter whenever it is deemed advisable. The application for a charter shall be accompanied by the required initiation fees and charter fee.

Application for charter

Section 2. The International Executive Board shall establish the policy and procedures governing the issuance of charters and shall determine all questions of jurisdiction between Local Unions. Local Unions in existence at the time of the formation of the International Union shall retain the jurisdiction which they held at that time. If there be any contested question in connection with the matters referred to in

Chartering procedures and jurisdiction

Contested questions

this Section, action of the International Executive Board shall be after a hearing upon reasonable notice before it or a hearing officer or officers (who need not be a member or members of this organization) designated by the International Executive Board.

*Consolidation
and merger*

Section 3. The International Executive Board may consolidate or merge existing Local Unions under such terms and conditions as the International Executive Board may determine when in the opinion of the International Executive Board the interests and welfare of the International Union and the membership thereof will be better served by such action.

*Merger
hearings*

Section 4. Such merger or consolidation of existing Local Unions shall be conditioned upon the consent of the Local Unions or shall be effectuated after a hearing upon reasonable notice before the International Executive Board or a hearing officer or officers (who need not be a member or members of this organization) designated by the International Executive Board.

*Provisional
organization*

Section 5. The International President may designate such coordinators and establish such organizing committees or provisional Local Unions for the purpose of organizing workers, and may establish other bodies for other purposes he or she deems appropriate, with or without requiring the payment of dues, initiation fees or per capita tax, as he or she may deem advisable, and the International President shall be authorized and empowered to name provisional officers for and to expend and control the finances of such organizing committees or provisional Local Unions or other bodies. The International President shall thereafter report such matters to the International Executive Board.

Article XV DUTIES OF LOCAL UNIONS

*Bonding of
locals*

Section 1. All Local Unions and affiliated bodies shall secure and maintain surety bonds in the amounts and the form required by applicable statutes. The International Secretary-Treasurer may direct an increase in the amount of any bond whenever he or she deems it necessary and advisable and may direct bonding by any Local Union not required by statute to secure a bond.

*Eligibility
requirements
for local officers*

Section 2. No person shall be eligible for nomination as an officer, member of the Executive Board, delegate, or any other office in a Local Union who has not been a member in continuous good standing in the Local Union for at least two years immediately preceding the nomination and has, during all of that time, paid the full dues required for working members of the Local Union within each month when due. Notwithstanding the above, a Local Union may adopt a local union bylaw that reduces this continuous good standing requirement from two years to no less than six months. No person who has been convicted of a felony as defined in Section 504 of the Landrum-Griffin Act (or indictable offense in Canada) shall in accordance with the provisions

of applicable law be eligible for nomination under the terms of this Section. If the Local Union has been chartered less than two years, the required period of continuous good standing shall be the entire time that the Local Union has been chartered. The International President may waive the foregoing requirements for good cause shown. Any Local Union may provide in its Constitution and Bylaws for further limitations upon eligibility for nomination, provided such provisions are approved by the International Union. Upon the request of a Local Union Executive Board, the International President may waive Local Union eligibility requirements for good cause shown. Associate members, life members, and those retired members paying less than the full dues required for working members of the Local Union shall not be eligible for nomination as an officer, member of the Executive Board, delegate, or any other office in the Local Union. Proxy voting shall not be permitted in any election for an officer, member of the Executive Board, delegate or any other office in the Local Union. Write-in candidates shall not be permitted in any election for an officer, member of the Executive Board, delegate or any other office in the Local Union, except if expressly approved by the International President upon request of the Local Union Executive Board.

*Waiver**Exclusions**Proxies,
write-ins
prohibited*

Section 3. The Constitution and Bylaws of all Local Unions and affiliated bodies and amendments thereto must be submitted to the International Union and be approved before they become valid; provided, however, that notwithstanding such approval, the Constitution and Bylaws of all Local Unions and affiliated bodies shall at all times be subordinate to the Constitution and Bylaws of the International Union as it may be amended from time to time. If a Local Union or an affiliated body shall not have secured the approval of a valid Constitution and Bylaws, the provisions contained in the Constitution and Bylaws of the International Union as it may be amended from time to time shall govern said Local Union and affiliated body insofar as applicable. Regardless of approval, if any conflict should arise between the Constitution and Bylaws of a Local Union and affiliated bodies or any amendments thereto, and the Constitution and Bylaws of the International Union as it may be amended from time to time, the provisions of the Constitution and Bylaws of the International Union shall govern.

*Approval
of local
constitutions**Priority of
International
Constitution*

Section 4. Each Local Union shall provide its members upon request with a copy of the Constitution and Bylaws of the International Union and the Local Union. Copies of the International Constitution and Bylaws will be provided by the International Union to the Local Unions at cost.

*Distribution of
Constitution*

Section 5. All Local Unions must provide for meetings of the membership on a general, division, chapter or work site basis at least once every two months, except during the months of July and August. The Executive Board of each Local Union shall in any case meet at least once a month. However, if approved by the Local Union membership, the requirements of this section may be modified in the Local Union's Constitution and Bylaws.

*Local meeting
requirements*

Minimum dues

Section 6(a). Effective January 1, 2016, for all members with annual earnings of \$16,000 or more, the minimum dues shall be equal to \$36.00 per month. Effective January 1, 2016, for all members with annual earnings between \$5,500 and \$16,000, the minimum dues shall be equal to \$31.00 per month.

Annual increase

Effective January 1, 2017, through January 1, 2020, the minimum monthly dues for all members with annual earnings of \$5,500 or above shall be increased by \$1.00 annually, effective January 1 of each year.

Special membership categories

Notwithstanding the above, by action of the Local Union the minimum dues may be reduced for retired members, organizing committee members, and associate members. The Local Union may establish minimum dues for members with annual earnings which are less than \$5,500.

Upon request, these requirements may be waived by the International President, as provided in subsection 6(d) below.

Maximum dues cap

(b). A Local Union's dues system shall not contain a maximum limitation on the dues amount per member otherwise applicable under the Local Union's dues formula. Upon request, this requirement may be waived by the International President, as provided in subsection 6(d) below provided that any maximum limitation permitted by the International President is indexed for inflation.

Dues increases

(c). Local Unions in which the Constitution and Bylaws provide for a dues system other than a flat rate system (e.g., a scale, hourly or percentage formula system) shall maintain the formula necessary to generate a dues minimum equal to the flat rates specified in this section.

Percentage dues system

Every Local Union shall strive to have a membership dues system based on a percentage of monthly gross earnings.

The percentage rate minimum required in converting to a percentage dues system shall be the rate that provides the Local Union with revenue equal to what it otherwise would have received under its prior dues system as of that date. The calculation of revenue otherwise receivable under the prior dues system shall be based on the Local Union's average monthly membership for the six month period ending one month prior to the date of conversion.

Application and interpretation

Questions concerning the application or interpretation of this subsection shall be resolved by decision of the International Secretary-Treasurer, subject to appeal to the Executive Board.

Dues waivers

(d). The International President, with ratification by the International Executive Board, may waive the requirements of this section for such period as he or she deems advisable upon a showing of good cause as set forth below so long as such waiver does not impair the ability of the Local Union to properly represent its members.

Alternative dues structure

A full waiver will be granted to any Local Union which has established, in accordance with its Constitution and Bylaws, an

alternative dues structure and/or dues increases which satisfy the goals of this Section.

Full or partial waivers of any of the requirements of this section may be granted taking into consideration the resources of the Local Union, the Local Union's dues rate, whether the Local Union has recently implemented a dues increase, the percentage of workers represented by the Local Union covered by a union security clause and the wage rate of the Local Union's members. A waiver also may be granted to Local Unions in right to work states that are engaged in active and strategic organizing efforts in accordance with approved industry division plans.

Waiver considerations

(e). Nothing in this Section shall apply to Local Unions based in Canada.

Canada

Section 7(a). The minimum dues of all members of any Canadian Local Union shall be \$10.00 per month except that by action of a Local Union they may be reduced to not less than \$2.50 per month for retired members and organizing committee members and \$2.00 per month for associate members.

Canadian local unions

For Canadian Local Unions employing a percentage dues system, the minimum dues of all members of any Local Union shall be 1 percent of gross monthly salary per month or \$10.00 per month, whichever is greater, except that by action of a Local Union they may be reduced for retired members, organizing committee members and associate members.

Minimum dues

The International President, with the approval of the International Executive Board, may waive these requirements for such period as he or she deems advisable as long as such waiver does not, in his or her judgment, impair the ability of the Local Union to properly represent its members.

Waiver

(b). All dues in Canadian Local Unions may be increased by an amount to be set by the International Executive Board based on the recommendation of the Canadian Council.

Minimum dues

Section 8. In order to be considered in good standing and to be eligible to participate in all of the gratuities and benefits of the Local Union and the International Union, members must pay on time the full dues and other payments prescribed by the Constitution of the Local Union.

Dues payments, good standing

Section 9. When a member is laid-off from employment or is absent from work due to employer lockout or union-authorized strike for more than 20 days in any calendar month, such member may be entitled, if so provided in the Local Union's Constitution and Bylaws, to credit for membership dues for the period of unemployment but not to exceed six months in any calendar year.

Dues credits

Section 10. Each member shall be entitled to receive a proper receipt or acknowledgement for any payment of dues.

Dues receipts

*Withdrawal
cards*

Section 11. Any Local Union may order that withdrawal cards be taken out by members working outside the trade or jurisdiction of the Local Union.

*Notification
of collective
bargaining
agreements*

Section 12. The International Union shall be notified in writing when any collective bargaining negotiations or memoranda of understanding have been concluded and be advised of the number of employees covered and the expiration date of the contract. For the purpose of maintaining a file, and for informational uses, copies of collective bargaining agreements and contracts entered into by a Local Union shall, after signing, be sent to the Research Department of the International Union. Such notification to or filing with the International Union shall not operate to impose any liability on the International Union or its officers or to make them parties to any such collective agreement or memorandum of understanding.

*No notification
liability*

*Permission
to conduct
fundraising*

Section 13. No Local Union or affiliated body or any subdivision thereof, or member or group of members, including Councils, Conferences, leagues, clubs or any association composed of members of this International Union, or subdivision thereof, shall in any manner, directly or indirectly, use, exploit, or trade upon the name of this International Union, or Local Union or affiliated body or any similar name or designation, nor in the name of this International Union or Local Union, or affiliated body, levy or collect any tax, dues, or other moneys, nor in the name of this International Union or Local Union, or affiliated body, conduct any affair or other activity for the purpose of raising funds, including programs or soliciting advertisements in any publication, either directly or indirectly, without first obtaining written permission from the International President.

*International's
authority to
audit*

All of the aforesaid matters covered by this Section, including without limitation funds, solicitations, gifts, and donations collected in the name of this International Union, or Local Union, or affiliated body, shall at all times be subject to audit by this International Union, and all books, records and documents pertaining to matters covered by this Section shall be available for inspection, copying and audit by this International Union.

*Authority to
prescribe rules*

The International President shall have authority to formulate such rules and regulations as he or she deems necessary and proper to carry out the purpose of this Section.

*Special
committees*

Section 14. The Executive Board of each Local Union shall appoint such committees as it deems necessary to carry out the organizing, political action, social and economic justice and retiree programs and policies of this International Union. Where a committee(s) is not appointed for a specific purpose, the Local Union Executive Board shall serve in that capacity.

PACs

Section 15. No Local Union shall establish its own registered federal political committee or any political candidates fund for contributions in connection with federal elections, provided, however, that the International President may in his or her discretion waive this provision

or establish such conditions as the International President may deem necessary.

Section 16(a). Every Local Union shall continue to implement an annual local union organizing budget equivalent to 20 percent of the local's budget (after payment of all per capita tax obligations), to be spent consistent with the principles and plan of the applicable industry division of the International Union. Each industry division shall submit its principles and plan for approval by the International Executive Board on an annual basis.

*New Strength
Unity
standard*

(b). Every Local Union shall establish a separate account or accounting for the money that comprises its annual organizing budget.

*Separate
accounting*

(c). In the event that the applicable industry division of the International Union believes that a Local Union has failed, without good cause, to implement this 20 percent organizing budget commitment or to spend the Local Union's organizing budget consistent with the union wide strategic unity plan and/or division plan, it may refer the matter to the International Secretary-Treasurer for a review of the Local Union's organizing account and expenditures. If view reveals that the Local Union is not implementing its organizing budget as obligated under this provision, the Secretary-Treasurer may direct that only certain planned expenditures may continue to be made by the Local Union from its organizing account until the division and Local Union mutually agree upon a broader resolution of the matter pursuant to an expedited procedure established by the International Secretary-Treasurer.

*Review of
organizing
account*

(d). If no agreement is reached, the applicable division may refer the matter to the International President who may designate the matter for hearing before a hearing officer appointed by the International Executive Board. Based on the hearing officer's report, the International Executive Board may order the Local Union to pay all or a portion of the organizing account and the local union's next annual organizing budget to an organizing campaign(s) identified in the national plan for that particular division.

Hearing

Section 17. Industry Divisions of the International Union may establish additional Local Union performance and accountability standards to ensure that local unions implement the democratically and lawfully established policies of the Industry Divisions, subject to their approval by the International Executive Board.

*Performance
standards*

Section 18(a). Every U.S. Local Union shall contribute an annual amount equivalent to at least \$6.00 per member per year, or as determined annually by the International Executive Board, to support the overall SEIU political education and action program. This annual SEIU C.O.P.E. fund-raising obligation may be satisfied by voluntary member contributions to SEIU C.O.P.E. or a designated organization approved by the International President or a combination thereof. All contributions to SEIU C.O.P.E. collected by local unions shall be sent to SEIU C.O.P.E. Any contributions in excess of \$6.00 per member per year or such other amount as determined by the International Executive Board shall be

C.O.P.E.

returned to the local union for its political program. If a Local Union fails to meet its annual SEIU C.O.P.E. fund-raising obligation, it shall contribute an amount in local union funds equal to the deficiency plus 50 percent, or such other amount determined by the International Executive Board, to support the overall SEIU political education and action program.

*Enrollment
goal*

(b). A goal of every Local Union shall be to enroll and maintain at least 20 percent of its members as voluntary participants in an employer check-off or regular deduction program assigned to SEIU C.O.P.E. or to an organization approved by the International President.

Article XVI MEMBERS' INTERESTS AND TRANSFERS

*Members'
interests
safeguarded*

Section 1. No member of this International Union shall injure the interests of another member by undermining such member in connection with wages or financial status or by any other act, direct or indirect, which would wrongfully jeopardize a member's office or standing.

*Transfers from
local union to
local union*

Section 2. Any member may transfer from one Local Union to another within this International Union, subject to the approval of the Local Union into which such member seeks admission, provided there shall be no interruption of continuous payment of monthly dues if continuous good standing is to be maintained or upon presentation of a current withdrawal card.

Article XVII TRIALS AND APPEALS

Preamble

PREAMBLE. In order to ensure members' protection from the filing of frivolous charges, the following procedures shall apply:

*Possible
charges*

Section 1. Local Unions, their officers or members, and officers of any affiliated body, and officers of the International Union, as the case may be, may be charged with:

(Whenever used in this Article, the term "Local Union" shall include any affiliated body or Local Union chartered by this International Union.)

- (1) Violation of any specific provision of this Constitution or of the Constitution and Bylaws of the Local Union;
- (2) Violation of an oath of office;
- (3) Gross disloyalty or conduct unbecoming a member;
- (4) If an officer, gross inefficiency which might hinder and impair the interests of the International Union or the Local Union;
- (5) Financial malpractice;
- (6) Engaging in corrupt or unethical practices or racketeering;
- (7) Advocating or engaging in dual unionism, including but not

limited to aiding a rival labor organization, or secession in violation of Article XXV;

(8) Violation of democratically and lawfully established rules, regulations, policies or practices of the International Union or of the Local Union, including democratically and lawfully established rules, regulations, policies and practices of the International Union's Industry Divisions, subject to their approval by the International Executive Board.

(9) The wrongful taking or retaining of any money, books, papers or any other property belonging to the International Union or Local Union; or the wrongful destruction, mutilation or erasure of any books, records, bills, receipts, vouchers, or other property of the International Union or the Local Union;

(10) Working as a strikebreaker or violating wage or work standards established by the International Union or a Local Union; and

(11) The bringing of false charges against a member or officer without good faith or with malicious intent.

Charges must be specific and in writing.

Section 2(a). Charges against any member or officer of a Local Union shall be filed in duplicate with the Secretary of the Local Union, who shall serve a copy thereof on the accused either personally or by registered or certified mail, directed to the last known address of the accused, at least 10 days before the hearing upon the charges. The charges must specify the events or acts which the charging party believes constitute a basis for charges and must state which subsection(s) of Section 1 of this Article the charging party believes has been violated. If the charges are not specific, the trial body may dismiss the charges either before or at the hearing, but the charging party shall have the right to refile more detailed charges which comply with this Section. No charges may be filed more than six months after the charging party learned, or could have reasonably learned, of the act or acts which are the bases of the charges.

Filing charges

Specificity requirement

Six month deadline

(b). The Executive Board of the Local Union shall act as or appoint the trial body, unless the Constitution and Bylaws of the Local Union provide for another trial procedure. The accused may appear in person and with witnesses to answer the charges against him or her and shall be afforded a full and fair hearing. The accused may select a member of his or her Local Union, or an attorney if the Constitution and Bylaws of the Local Union so permit, to represent the accused in the presentation of a defense.

Trial procedure

(c). If the charges, or any portion thereof, are sustained, then the trial body shall render judgment and impose disciplinary action as provided for in this Constitution. If the charges are not sustained, the same shall be dismissed and the accused restored to full rights of membership or office in the Local Union.

Judgment and discipline

(d). If the Constitution and Bylaws of the Local Union so provides, the decision of the trial body shall be reported to the next regular

Reporting trial results

membership meeting of the Local Union for such action as is provided for in the Constitution and Bylaws of the Local Union.

Suspension

(e). If the International President believes that charges filed against an officer of a Local Union involve a situation which may seriously jeopardize the interests of the Local Union or the International Union, the International President may suspend such officer from office in the Local Union until a decision has been reached.

Basis for original jurisdiction

(f). The International President may assume original jurisdiction:

i. If the Local Union, the Local Union Executive Board, a Local Union officer or a Local Union member, or members, believe that the charges filed against a member or officer of a Local Union involve a situation which may seriously jeopardize the interests of the Local Union or the International Union or that the hearing procedure of the Local Union will not completely protect the interests of a member, officer or Local Union and such party requests that the International President assume original jurisdiction.

Procedures for original jurisdiction

ii. If the International President as a result of an investigation believes that the charges filed against a member or officer involve a situation which may seriously jeopardize the interests of the Local Union or the International Union.

Upon the International President assuming original jurisdiction, the International President may remove the proceedings from the trial body of the Local Union and, upon at least 10 days notice, hold a hearing on the charges either personally or before a hearing officer or officers (who need not be a member or members of this organization) designated by the International President. The International President shall make the decision upon the record taken at the hearing and the report of the hearing officer or officers.

Notice of charges

Section 3. Charges against a Local Union or an officer of the International Union shall be filed in duplicate with the International Secretary-Treasurer, who shall serve a copy thereof upon the accused either personally or by registered or certified mail, directed to the last known address of the accused, at least 10 days before the hearing upon the charges. The International Executive Board may hold a hearing on the charges either itself or before a hearing officer or officers designated by it or it may determine to dismiss the charges without the need for a hearing to be conducted. If the hearing is conducted by a hearing officer or officers, the International Executive Board shall make its decision upon the record taken at the hearing and the report of the hearing officer or officers.

Executive Board hearings

Conduct of hearings or trials

Section 4. In all hearings or trials provided for herein, if the member filing charges is a member of the trial body, he or she may appear and be heard in support of the charges, but shall be ineligible to participate in the consideration of or the decision on such charges. If the accused is unable or unwilling to be present at any hearing provided for herein, a defense may be presented in writing. In default of appearance or defense,

the trial body shall proceed with the hearing regardless of the absence of the accused.

Section 5. The trial body, after requisite due process has been afforded, may impose such penalty as it deems appropriate and as the case requires.

Possibility of sanctions

Section 6. An appeal to the International Executive Board may be taken by either the accused or the member filing the charges from any decision of a Local Union with respect to such charges, provided such decision is a final decision under the terms of the Constitution and Bylaws of the Local Union; or from a decision of the International President. Any such appeal shall be filed in writing with the International Secretary-Treasurer, by registered or certified mail, within 15 days after the decision. No specific form or formality shall be required, except that such appeal shall clearly set forth the decision being appealed and the grounds for the appeal. During the pendency of any appeal, the decision appealed from shall remain in full force, unless it is stayed by the International Executive Board. The International Executive Board may decide the appeal on the record made by the trial body or may in its discretion, upon at least 10 days notice, hear argument or hold a rehearing either itself or before a hearing officer or officers designated by it. The International Executive Board may affirm, reverse or modify the decision appealed from.

Hearings or trial appeals

Manner of filing appeals

Determination of appeals

Section 7. Appeals from any decision of the International Executive Board with respect to charges may be taken to the next Convention. Any such appeal shall be filed in the same manner and within the same time as appeals to the International Executive Board. During the pendency of such appeal, the decision appealed from shall remain in full force. The appellant shall have the right to appear before an appeals committee of the Convention and, if the appellant is a Local Union or a member appealing an expulsion from membership, shall have the right to appear before the Convention itself under such conditions and for the period of time fixed by the Convention. An individual appellant, other than one appealing an expulsion from membership, shall have the right to appear before the Convention itself only with the consent of the Convention. The action of the Convention on all appeals shall be final and binding.

Appeals to Convention

Section 8. Subject to the provisions of applicable statutes, every Local Union or member or officer thereof or officer of the International Union against whom charges have been preferred and disciplinary action taken as a result thereof or who claims to be aggrieved as a result of adverse rulings or decisions rendered, agrees, as a condition of membership or affiliation and the continuation of membership or affiliation, to exhaust all remedies provided for in the Constitution and Bylaws of the International Union and the Local Union and further agrees not to file or prosecute any action in any court, tribunal or other agency until those remedies have been exhausted.

Obligation to exhaust remedies

Section 9. The SEIU Member Bill of Rights and Responsibilities in the Union shall be enforced exclusively through the procedures provided

Member Bill of Rights and Responsibilities

in this Article and any decision rendered pursuant to the procedures provided for herein, including any appeals, shall be final and binding on all parties and not subject to judicial review.

Article XVIII

AFFILIATIONS WITH INTERMEDIATE BODIES

*Obligation to
affiliate*

Section 1. Local Unions shall affiliate with local, regional, national or international bodies, where such exist, under rules to be established by the International Executive Board. The International President may in his or her discretion waive this requirement for individual Locals for good cause.

*Establishment
of intermediate
bodies*

Section 2. The International Executive Board shall from time to time establish intermediate bodies including, but not limited to, State and Provincial Councils, and Canadian Regional Conferences as well as other bodies, when in its judgment such bodies are necessary to further the aims of the International Union and the interests of Local Unions. The International Executive Board shall establish the jurisdiction of such bodies, and shall issue rules prescribing the activities and financing of such bodies. For administrative purposes of collection and distribution, the International Executive Board may require Local Unions to forward to the International Union per capita tax payments or other financial obligations owed by the Local Union to affiliated bodies or entities. Upon receipt, the International Union shall forward such payments to the applicable affiliated body or entity.

*Local affiliation
and per capita
requirements*

Section 3. All Local Unions determined by the International Union to be within the jurisdiction of any intermediate body shall affiliate with such bodies and comply with their bylaws, including provisions in such bylaws requiring the payment of per capita taxes to the intermediate body, together with interest on late payment if so authorized by the intermediate body. The International Executive Board may in its discretion modify these requirements. Any proposal to set or change an intermediate body's per capita tax obligation or assessment shall be submitted to the International President for his/ her approval prior to its submission for approval by the intermediate body. In the case of State Councils, a Local Union shall affiliate with each State Council having jurisdiction over the primary worksite(s) of its members, and shall pay each such State Council per capita tax on those members whose primary work site is within that State Council's jurisdiction.

*Conformance
to International
Constitution*

Section 4. The bylaws of such intermediate bodies shall not conflict with the Constitution and Bylaws of the International Union. Such bylaws shall provide that the number of votes a Local has in such bodies shall be proportionate to its numerical strength as determined by the payment of per capita tax, excluding associate members, life members and agency fee payers, to the intermediate body. This requirement may be waived by the International President, subject to his/her approval of an alternative voting procedure. Such bylaws and any amendments must be submitted to and approved by the International President before

becoming valid. Notwithstanding such approval, each intermediate body shall resubmit its bylaws to the International President for consideration and approval within 120 days following the conclusion of each regular International Convention.

Section 5. The bylaws of the Regional Conferences and Joint and State Councils shall provide that all officers of a Local Union elected in conformity with all applicable statutes shall by virtue of such election be considered to be eligible delegates to any Convention of such body which may take place during their term of office. If under the rules of the particular intermediate body a Local Union is entitled to additional delegates at said Convention, then arrangements may be made at the option of the Local Union Executive Board for nomination and secret ballot election, if required, of an additional number of Convention delegates. The Local Union must designate in its own bylaws the order in which the officers would be designated as delegates if fewer than all the officers are entitled to go to the Convention as delegates, provided that the chief executive officer of the Local Union shall, if otherwise eligible, be deemed entitled even in the event the Local Union fails to so designate. Any Local Union may by provision in its Local Constitution and Bylaws dispense with the foregoing provision that officers of the Local Union be ex officio delegates to the Convention of such intermediate bodies and may provide for nomination and, if required, secret ballot election of such delegates.

*Eligibility of
local officers as
delegates*

*Additional
delegates*

Section 6. No officer of an intermediate body may receive compensation of any kind from the intermediate body, except for a minimal stipend or expenses as appropriate. This limitation shall not apply to intermediate bodies in Canada.

*Restrictions on
compensation*

Article XIX

PAYMENTS IN CONNECTION WITH DEATHS OF MEMBERS

For members of any Local Union who were in good standing in connection with this Article XIX on September 1, 1984, the Service Employees International Union Death Gratuity Program, as amended effective September 1, 1984, shall be maintained in effect for those members who meet the eligibility and participation requirements set forth in such amended Program. When the International Executive Board in its discretion determines that it is necessary or advisable to abolish, curtail or limit any payments provided for in the Program or to amend or modify any provisions governing such payments, it shall have authority to do so. The International Union shall notify each Local Union 60 days before the effective date of any changes in the provisions of the Program.

*Death
gratuities*

Article XX
PENSION FUND FOR OFFICERS AND
EMPLOYEES OF LOCAL UNIONS AND AFFILIATED BODIES

*Maintenance of
pension fund*

Section 1. The Pension Fund known as the “SEIU Affiliates’ Officers and Employees Pension Fund,” heretofore established pursuant to mandate of this Constitution and existing by virtue of a Trust Agreement entered into between the International Executive Board and the Trustees shall continue to be maintained in accordance with the terms of said Trust Agreement. The SEIU Affiliates’ Officers and Employees Pension Fund shall be divided into two distinct sections, the United States Section and the Canadian Section.

*Pension
sponsor*

Section 2. The International Union shall be the “Plan Sponsor” as that term is defined in the Employee Retirement Income Security Act of 1974.

*Executive
Board authority
Pension
trustees*

Section 3. The International Executive Board shall have the power to:

(a). Designate the number and appoint all of the individual Trustees of the Pension Fund; and to remove any such Trustee and to fill any vacancy as may exist from time to time; provided, however, that at least two Trustees shall be officers or employees of Local Unions and at least two Trustees shall be members of the International Executive Board; and provided further that there shall be no less than the number of Canadian Trustees required by Canadian law.

*Agreements,
amendments*

(b). On behalf of the International Union, enter into agreements with the Trustees to amend the Trust Agreement in such manner as it may deem necessary or desirable.

Waiver

(c). Upon recommendation of the Trustees of the Pension Fund, waive participation in, or payments in whole or in part to, the Pension Fund by any Local Union, or affiliated body, upon a finding that contributions are not advisable or are not necessary or required, and upon such terms as the International Executive Board may require, including directing that participating Local Unions remit the amount waived directly to the International for such purposes as the Board deems appropriate and

*Waivers upon
merger or
affiliation*

(d). Waive, in whole or in part, or increase the payments required by Section 8 of this Article XX, upon the merger or affiliation of any labor organization or Local Union with the International Union or any of its Local Unions, upon a finding that such action is necessary or required.

*Pension
fiduciaries*

Section 4. The Trustees of the Pension Fund shall be the “Named Fiduciaries” as that term is defined in the Employee Retirement Income Security Act of 1974.

*Pension
participation
requirements*

Section 5. The Trustees shall be and the same are hereby empowered to adopt a Pension Plan or Plans and Rules and Regulations for the administration thereof which they deem appropriate, provided, however, that such Plan or Plans and Rules and Regulations shall, to the extent permitted by applicable law, provide that:

(a). Only officers, full-time permanent employees who have gross compensation at an annual rate of \$4,000 and part-time and temporary employees who work more than six months in any 12-month period and who have gross annual compensation of \$4,000 or more in that period shall be eligible for coverage. Gross compensation shall include only the regular salary paid by a Local Union, or affiliated body, or if accepted for participation by the Trustees, any organization related to a Local Union or affiliated body which furthers the purposes of or benefits the membership of such Local Union or affiliated body. Gross compensation shall be defined so as to preclude the award of credits for what the Trustees may consider special or unusual compensation (as, for example, payment for attending meetings or participating in picket duty), including but not limited to part or all of any compensation as may be received from a second or additional employer. In the event that applicable law requires employee participation and/or the granting of pension credits for employment which would otherwise be precluded by the foregoing, then, in such event, the Trustees shall endeavor to limit such participation and granting of service credit in accordance with the foregoing to the extent permitted by law.

The Trustees shall be empowered to adjust the \$4,000 and/or the six-month contribution requirements, should the Trustees determine that said change(s) would be actuarially sound.

*Adjusting
contribution
requirements*

(b). Employees of related organizations may be eligible for participation in the Pension Fund subject to such Rules and Regulations as the Board of Trustees may adopt.

*Employees of
related
organizations*

Section 6. The Board of Trustees shall have the following powers, in addition to those which may be granted to them by the Trust Agreement:

*Authority of
pension
trustees*

(a). To employ the services of any actuary, legal counsel and other professional advisers as they deem necessary to assist them with the formulation of the Pension Plan or Plans, the determination and monitoring of the contribution rate to support the Plan on a sound actuarial basis and maintenance of the Pension Fund, and to pay for such services from the Pension Fund.

*Employees of
advisers*

(b). To require the Secretary-Treasurer of any Local Union or affiliated body to furnish to them such records as they may deem necessary for the proper administration of the Pension Fund.

*Access to
records*

(c). To make all necessary amendments to the Pension Plan or Plans as may be required to render the Pension Trust Fund qualified and tax exempt under applicable provisions of the Internal Revenue Code and the Income Tax Act (Canada) or which may be deemed by them to be necessary to conform the Pension Plan or Plans and Trust Fund to all other applicable laws.

*Employment
pension plan(s)*

(d). To provide exceptions from coverage in the case of officers or employees who are entitled to be covered under an employee pension benefit plan maintained by a public employer or public utility, under

*Exceptions
from coverage*

such uniform and nondiscriminatory rules as the Board of Trustees may establish, for the purpose of preventing duplication of pension coverage or benefits for such persons, if such exceptions do not conflict with applicable law or adversely affect the tax exempt status of the Pension Plan or Trust.

*Increasing
payments*

(e). To increase or decrease the payments required by Section 8 of Article XX as permitted by law.

*General
authority*

(f). To take all such steps as they deem necessary to effectuate the purposes of this Article XX and to protect the rights and interests of the participants of the Pension Fund.

*Safeguarding
of assets*

Section 7. The Trustees shall keep all assets of the Pension Fund separate and distinct from all other revenue and income received by the International Union; shall transfer said Pension Fund assets to Corporate Trustee(s) or Corporate Custodian(s) which they may appoint; may remove any such Corporate Trustee(s) or Corporate Custodian(s) and appoint a successor; and may pay the fees of such Corporate Trustee(s) or Corporate Custodian(s) from the Pension Fund.

*Pension
contributions*

Section 8(a). Subject to any changes and amendments made by the International Executive Board or the Trustees pursuant to their authority set forth herein, each Local Union and affiliated body within the United States shall pay to the Pension Fund an amount equal to 14 percent of the gross monthly compensation of each eligible officer and employee, and each Local Union and affiliated body within Canada shall pay to the Pension Fund an amount equal to 14 percent of the gross monthly compensation of each eligible officer and employee.

*Time of
contribution to
pension fund*

(b). The contribution provided for above shall be paid to the Pension Fund before the end of the month following the month in which the eligible officer or employee receives any compensation on which a pension contribution is payable. Contributions shall commence from the first date of employment of the eligible officer or employee.

*Sanctions for
nonpayment*

(c). If a Local Union or affiliated body required to contribute to the Pension Fund fails to make payments required herein, the provision of Article XIII, Section 3 of this Constitution and Bylaws shall be applicable.

*Limitation of
liability*

Section 9. The International Union shall indemnify all Trustees, the Fund Coordinator and Fund office employees from and against any liability which they may incur while acting in their official capacities, except for liability resulting from their gross negligence, willful misconduct, fraud or criminal act, including the cost of all legal expenses incurred in connection with the defense against any such charge.

Article XXI LOCAL ENFORCEMENT OF INTERNATIONAL CONSTITUTION

Any Local Union or affiliated body willfully neglecting to enforce the provisions of this Constitution and Bylaws shall be subject to suspension or revocation of its charter or such other sanctions as may be determined by the International President.

*Obligation
to enforce
Constitution*

Article XXII NONLIABILITY OF INTERNATIONAL UNION

Except as is otherwise specifically provided in this Constitution, no Local Union, or affiliated body, nor any officer, employee, organizer or representative of a Local Union or affiliated body or of this International Union shall be authorized to make contracts or incur liabilities for or in the name of the International Union unless authorized in writing by the International President and the International Secretary-Treasurer, or the International Executive Board.

*Lack of
authorization
to obligate
International*

Article XXIII LITIGATION

A. Subject to applicable law, no member, Local Union or affiliated body shall bring any action against the International Union or any other Local Union or affiliated body or any officers thereof, with respect to any matter arising out of the affairs of the International Union or its Local Unions or affiliated bodies unless he or she has exhausted all procedures available under this Constitution and the laws promulgated thereunder. Any member, or Local Union or affiliated body, filing suit in violation of this provision may, in addition to other penalties, be ordered to reimburse the organization or officers sued for the costs and attorneys' fees expended, or a portion thereof.

*Obligation
to exhaust
procedural
remedies*

B. The International Union is authorized upon affirmative vote of the International Executive Board to pay all expenses for investigation services, employment of counsel and other necessary expenditures in any cause, matter, case or cases where an International Union officer, representative, employee, agent or one alleged to have acted on behalf of the International Union is charged with any violation or violations of any law or is sued in any civil actions with respect to any matter arising out of his or her official duties on behalf of the International Union, except if such officer, representative, employee or agent is charged with a breach of trust to the International Union, or any affiliate or member thereof, in which event he or she may be indemnified only if the action is terminated favorably to him or her.

*Authority to
defend*

C. Neither the International Union nor any of its officers shall be responsible or liable for the wrongful or unlawful acts of any Local Union or affiliated body or officers, members, or agents thereof, except where

*Limitation of
liability*

the International Union or its officers have actually participated in or actually authorized such acts, or have ratified such acts after actual knowledge thereof.

*Service of
process*

D. Only the elected officers of the International Union are authorized to be its agents for service of process. General organizers, staff members and employees of the International Union and the officers and employees of subordinate bodies are not authorized to be agents of the International Union for service of process under any circumstances.

Article XXIV AMENDMENTS

*Amendment
procedure*

This Constitution and Bylaws may be amended by action of any regular Convention of the International Union or Special Convention called for that purpose. Amendments may be proposed at such Convention in the same manner as is provided herein for the submission of Convention resolutions. A majority of the Convention votes cast on such amendment shall be necessary for adoption. Except as otherwise provided, all amendments shall be effective immediately upon adoption by the Convention.

Article XXV DISSOLUTION

*Dissolution
procedure*

Section 1. This International Union cannot dissolve while there are seven dissenting Locals. No Local Union, provisional local or organizing committee can dissolve, secede or disaffiliate while there are seven dissenting members; no other affiliated bodies can dissolve, secede or disaffiliate while there are two dissenting Local Unions. The International Union shall be notified by registered or certified mail of any meeting, scheduled by a Local Union or affiliated body for the purpose of taking a vote on disaffiliation from the International Union at least 60 days prior to the date of such scheduled meeting, and a representative of the International Union shall be afforded an opportunity to speak at such meeting. The International President shall direct whether the membership vote shall be conducted by secret ballot at a membership meeting and/or by mail referendum, and, if appropriate, a separate method by which dissenting Local Unions or members may assert their dissent. The vote shall be counted by an independent neutral party. In the event of secession, dissolution or disaffiliation, all properties, funds and assets, both real and personal, of such Local Union or affiliated body shall become the property of the International Union. Under no circumstances shall any Local Union or affiliated body distribute its funds, assets or properties individually among its membership.

*Membership
vote and dissent*

*Reversion of
property, funds*

*No officer
support*

Section 2. Except as may be expressly permitted under an affiliation agreement or approved by the International Union, no officer of a local union or affiliated body shall support or assist any efforts to dissolve, secede or disaffiliate from the International Union. Except for these two limited circumstances, the International President of International

Executive Board may take any and all action provided under this Constitution to safeguard the members' and union's interests in the event of an attempt at a Local Union or affiliated body to dissolve, secede or disaffiliate, including but not limited to action under Article VIII, Section 7.

Article XXVI SAVINGS PROVISION

If any provision of this Constitution shall be modified or declared invalid or inoperative by any competent authority of the executive, judicial or administrative branch of a state, provincial or federal government, including, but not limited to, any provision concerning dues or per capita tax, the Executive Board shall have the authority to suspend the operation of such provision during the period of its invalidity or modification and to substitute in its place and stead a provision which will meet the objections to its validity and which will be in accord with the intent and purposes of the invalid or modified provision. In the case of a challenge to a dues or per capita tax provision, this authority shall also apply in the event the Executive Board determines that such actions are necessary at an earlier stage of judicial or administrative proceedings in order to ensure the effective implementation of the intent of the Constitutional provision at issue. If any Article or Section of this Constitution should be modified or held invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Constitution or the application of such Article or Section to persons or circumstances, other than those as to which it has been held invalid or modified, shall not be affected thereby.

*Savings
provision*

APPENDIX A: SEIU MEMBER BILL OF RIGHTS AND RESPONSIBILITIES IN THE UNION

Rights

The right to have opinions heard and respected, to be informed of union activity, to be educated in union values and union skills.

The right to choose the leaders of the union in a fair and democratic manner.

The right to a full accounting of union dues and the proper stewardship over union resources.

The right to participate in the union's bargaining efforts and to approve union contracts.

The right to have members' concerns resolved in a fair and expeditious manner.

The responsibility to help build a strong and more effective labor movement, to support the organizing of unorganized workers, to help build a political voice for working people, and to stand up for one's co-workers and all workers.

Responsibilities

The responsibility to be informed about the internal governance of the union and to participate in the conduct of the union's affairs.

The responsibility to contribute to the support of the union.

The responsibility to treat all workers and members fairly.

The responsibility to offer constructive criticism of the union.

APPENDIX B: SEIU MEMBER BILL OF RIGHTS AND RESPONSIBILITIES ON THE JOB

Rights

The right to have work that is worthwhile to society, personally satisfying to the worker, and which provides a decent standard of living, a healthy and safe workplace, and the maximum possible employment security.

The right to have a meaningful and protected voice in the design and execution of one's work and in the longterm planning by one's employer as well as the training necessary to take part in such planning.

The right to fair and equitable treatment on the job.

The right to share fairly in the gains of the employer.

The right to participate fully in the work of the union on the scope, content and structure of one's job.

Responsibilities

The responsibility to participate in the union's efforts to establish and uphold collective principles and values for effective workplace participation.

The responsibility to recognize and respect the interests of all union members when making decisions about union goals.

The responsibility to be informed about the industry in which one works and about the forces that will affect the condition of workers in the industry.

The responsibility to participate fully in the union's efforts to expand the voice of workers on the job.

The responsibility to give fully and fairly of one's talents and efforts on the job and to recognize the legitimate goals of one's employer.

APPENDIX C: SEIU CODE OF ETHICS AND CONFLICT OF INTEREST POLICY

Approved by the SEIU International Executive Board, June 13, 2009

Approved by the SEIU International Executive Board as revised, January 21, 2016

PART A: PREAMBLE

Preamble

The Service Employees International Union (SEIU) believes in the dignity and worth of all workers. We have dedicated ourselves to improving the lives of workers and their families and to creating a more just and humane society. We are committed to pursuing justice for all, and in particular to bringing economic and social justice to those most exploited in our community. To achieve our mission, we must develop highly trained and motivated leaders at every level of the Union who reflect the membership in all of its diversity.

Union members place tremendous trust in their leaders. SEIU elected officers and managers owe not just fiduciary obligations to union members; given the moral purpose of our mission, SEIU leaders owe members the highest level of ethical behavior in the exercise of all leadership decisions and financial dealings on members' behalf. Members have a right to proper stewardship over union funds and transparency in the expenditure of union dues. Misuse and inappropriate use of resources or leadership authority undermine the confidence members have in the Union and weaken it. Corruption in all forms will not be tolerated in SEIU. This Code of Ethics and Conflict of Interest Policy (the "Code" or "SEIU Code") strengthens the Union's ethics rules of conduct, organizational practices and enforcement standards and thus enhances the Union's ability to accomplish its important mission.

Duty to members

We recognize that no code of ethics can prevent some individuals from violating ethical standards of behavior. We also know that the SEIU Code is not sufficient in itself to sustain an ethical culture throughout the Union. To accomplish the goals for which this Code has been created, we must establish systems of accountability for all elected leaders and staff. These systems must include appropriate checks and balances and internal operating procedures that minimize the opportunity for misuse or abuse, as well as the perception of either, in spending union funds and exercising decision-making authority. The systems also must include adequate provision for training on understanding and implementing this Code. More broadly, we emphasize the importance of the range of standards, practices, and values described in "A Strong Ethical Culture," Section A of the SEIU Policies on Ethics and Standards that were enacted with the Code in 2009.

Accountability

In particular, SEIU is committed to providing meaningful paths for member involvement and participation in our Union. The SEIU Member Bill of Rights and Responsibilities in the Union is a significant source of SEIU members' rights and obligations. Its exclusive enforcement

Member protections, responsibilities

through the procedures set forth in Article XVII of the SEIU Constitution and Bylaws reflects a commitment to the democratic principles that have always governed SEIU. Article XVII's numerous protections against arbitrary or unlawful discipline of members also form an essential ingredient of the democratic life of the Union. Similarly, the requirement that Affiliates provide for regular meetings of the membership, set forth in Article XV, Section 5 of the Constitution, is another important element in the democratic functioning of SEIU. Finally, the provisions against discrimination and harassment on the basis of race, creed, color, religion, sex, gender expression, sexual orientation, national origin, citizenship status, marital status, ancestry, age and disability contained in Article III, Section 4 of the SEIU Constitution and in the Constitutions and Bylaws of Affiliates, the SEIU Anti-Discrimination and Anti-Harassment Policy and Procedure, and similar policies of Affiliates forbid conduct in violation of SEIU's historic belief that our strength comes from our unity and diversity and that we must not be divided by forces of discrimination.

*Other sources
of authority*

Individuals subject to this Code are expected to comply with State and Federal laws, the Constitution and Bylaws of SEIU and Affiliates, and the anti-discrimination and anti-harassment policies of SEIU and Affiliates as part and parcel of our commitment to sustaining an ethical culture and the highest standards of conduct throughout the Union. Violations of these laws and policies are ethical breaches; however, these violations should be addressed through avenues provided by the applicable laws and policies and not through the Code unless they also allege violations of this Code. In particular, the sole enforcement mechanism for matters covered by the SEIU or Affiliate Constitutions and Bylaws is that which is set forth in those documents, unless violations of this Code are also alleged. Finally, grievances that arise under collective bargaining agreements are excluded from enforcement under this Code unless they also allege violations of this Code.

The scope and standards of this Code are set forth in the following Sections.

*Applicability,
International
Union*

Section 1. Applicability to International Union. The SEIU Code is henceforth applicable in its entirety to all officers, executive board members and employees of SEIU. These individuals are referred to herein as "covered individuals." SEIU shall append or attach the Code in its entirety to its Constitution and Bylaws in its next and all future publications.

*Applicability,
Affiliates*

Section 2. Applicability to SEIU Affiliates. By enactment of the SEIU International Executive Board, the SEIU Code is applicable in its entirety to all officers, executive board members and employees of all affiliated bodies and local unions chartered by SEIU ("Affiliates" herein). These individuals are referred to herein as "covered individuals."

- (a) Each Affiliate shall ensure that the Code extends to all employees as soon as practicable but in no event later than the end of 2020.
- (b) Each Affiliate shall append or attach the Code in its entirety to its Constitution and Bylaws at its next and all future publications.
- (c) Wherever reference herein is made to SEIU or an SEIU program, department or position, the corresponding reference is to the particular Affiliate or its equivalent program, department or position.
- (d) Each Affiliate is responsible for enforcing the Code and educating its covered individuals on the Code in a manner consistent with the Code's terms, subject to assistance and oversight from SEIU.
- (e) The Code is not intended to restrain any Affiliate from adopting higher standards and best practices, subject to the approval of the SEIU Ethics Ombudsperson.

PART B: GENERAL OBLIGATIONS

Section 3. Obligations of Covered Individuals.

*Covered
individuals,
obligations*

*Duties regarding
Code*

- (a) Commitment to the Code. SEIU and each Affiliate shall provide a copy of the Code to each covered individual. It is the duty and obligation of covered individuals to acknowledge annually that they have received a copy of this Code, that they have reviewed and understand it, and that they agree to comply with it.
- (b) Duty of disclosure. Covered individuals shall disclose to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison, described in Part F of this Code, any conflict of interest or appearance of a conflict, which arises when their paramount duty to the interest of members is potentially compromised by a competing interest, including but not limited to an interest, relationship or transaction referenced in this Code. Actual, perceived and potential conflicts should be disclosed at the time that covered individuals become aware of them.
- (c) Disqualification from service to SEIU or Affiliate. No person shall serve as an officer or managerial employee of SEIU or any Affiliate who has been convicted of any felony involving the infliction of grievous bodily injury, or the abuse or misuse of such person's position or employment in a labor organization to seek or obtain illegal gain at the expense of the members, except for the limited exceptions set forth in applicable federal law.

*Duty of
Disclosure*

Disqualification

PART C: BUSINESS AND FINANCIAL ACTIVITIES

*Protection of
member funds*

Section 4. General Duty to Protect Members' Funds; Members' Right to Examine Records.

Fiduciary duty

- (a) The assets and funds of a labor organization are held in trust for the benefit of the membership. Members are entitled to assurance that those assets and funds are expended for proper and appropriate purposes. The Union shall conduct its proprietary functions, including all contracts for purchase or sale or for the provision of significant services, in a manner consistent with this Code. All officers, executive board members and employees of SEIU and SEIU Affiliates, whether elected or appointed, have a trust and high fiduciary duty to honestly and faithfully serve the best interests of the membership.

*Examination
of records*

- (b) Consistent with Section 201 of the Labor-Management Reporting and Disclosure Act, SEIU shall permit a member for just cause to examine any books, records and accounts necessary to verify SEIU's annual financial report under that section to the U.S. Department of Labor.
- (c) Affiliates comprised solely of members employed by government bodies shall permit a member to examine its financial report submitted to a state agency and, consistent with state law and for just cause, to examine any books, records and accounts necessary to verify the Affiliate's financial report.

*Prohibited
interests and
transactions*

Section 5. Prohibited Financial Interests and Transactions. Covered individuals shall not, to the best of their knowledge, have a substantial ownership or financial interest that conflicts with their fiduciary duty.

Definition

- (a) For purposes of these rules, a "substantial ownership or financial interest" is one which either contributes significantly to the individual's financial well-being or which enables the individual to significantly affect or influence the course of the business entity's decision-making.
- (b) A "substantial ownership or financial interest" does not include stock in a purchase plan, profit-sharing plan, employee stock ownership plan (ESOP) or blind trust. Nor does it prohibit covered individuals from owning, through a mutual fund or other similar investment vehicle, the publicly traded shares of any employer with which SEIU or an Affiliate engages in collective bargaining or does business or which SEIU or an Affiliate seeks to organize, provided that all transactions affecting such interests are consistent with rates and terms established by the open market.
- (c) It is not permissible for any covered individual to:

- (1) Knowingly have a substantial ownership or financial interest in any entity that engages in collective bargaining with SEIU or any of its Affiliates;

Employers

- (2) Make or attempt to influence or participate in any way in a decision concerning the relations of SEIU or an Affiliate with a vendor, firm or other entity or individual in which the covered individual or his or her relative, spouse or business partner has a substantial ownership or financial interest; or *Vendors*
- (3) Engage in any self-dealing transactions with SEIU or any of its Affiliates, such as buying property from or selling property to SEIU, without the informed approval of the International Secretary-Treasurer (or Affiliate Secretary-Treasurer, as applicable), obtained after full disclosure, including an independent appraisal of the fair market value of the property to be bought or sold. *Self-dealing*
- (d) To ensure compliance with this Section, covered individuals are required to disclose any interests, transactions or interests covered by this Section in accordance with Section 3(b) of this Code. *Disclosure*

Section 6. Payments and Gifts from Employers, Vendors and Members.

Payments and gifts

- (a) Covered individuals shall not knowingly accept any payments, benefits or gifts of more than minimal financial value under the circumstances presented from any employer that engages or seeks to engage in collective bargaining with SEIU or an Affiliate, or from any business or professional firm that does business or seeks to do business with SEIU or an Affiliate. *Prohibition*
- (1) This Section does not extend to payments and benefits that are provided to covered individuals by prohibited employers as compensation for their primary and regular employment. *Regular employment*
- (2) This Section does not extend to work and services that covered individuals perform for prohibited employers or businesses on a part-time basis, through an arm's length transaction and for normal and customary pay for such work or services. *Payment for services*
- (3) This Section does not extend to participation in events hosted by public officials involving discussion of public policy matters. *Public policy events*
- (4) With respect to perishable items that are more than minimal but that are impracticable to return, such as food, it shall be considered compliance with this Section to discard such an item or place it in a common area for members and office staff to enjoy. If the gift is discarded or enjoyed communally, it is recommended that the giver should be advised of this disposition to dispel the appearance of any conflict of interest on the part of any covered individual and to discourage recurrence. *Perishable items*

*Gifts from
members*

- (b)** Covered individuals shall not knowingly accept personal payments or gifts from any member, absent a personal relationship independent of the relationship between the Union and the member, other than a gift of minimal financial value. This provision does not apply to contributions to campaigns for union office made in accordance with the SEIU Constitution and Bylaws.

*Conversion
prohibited*

Section 7. Conversion of Union Funds and Property. Covered individuals shall not use, convert or divert any funds or other property belonging to SEIU to such individual's personal benefit or advantage.

Third parties

Section 8. Applicability to Third Parties. The principles of this Code apply to those investments and activities of third parties that amount to a subterfuge to conceal the financial interests of SEIU officers or employees or to circumvent the standards of this Code.

Loans

Section 9. Certain Loans Prohibited. SEIU shall not make loans to any officer or employee, or to any of their family members, that at any time exceed \$2,000 in total indebtedness on the part of such officer, employee or family member.

PART D: BENEFIT FUNDS AND RELATED ORGANIZATIONS

Section 10. Obligations of Covered Individuals.

Benefit funds

(a) Benefit Funds.

(1) For purposes of this Section:

Definitions

- a.** A "benefit fund or plan" means a retirement, health or welfare benefit fund or plan sponsored by SEIU or an Affiliate, or in which SEIU or an Affiliate participates.
- b.** The definition of "substantial ownership or financial interest" provided in Section 5 applies.

*Fund fiduciaries,
prohibitions*

(2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of a benefit fund or plan shall not:

*Interests and
personal ties*

- a.** Have any substantial financial interest in, or any compromising personal ties to, any investment manager, insurance carrier, broker, consultant or other firm or individual doing business or seeking to do business with the fund or plan;

Payment

- b.** Accept any personal payment from any business or professional firm that does business or seeks to do business with the fund or plan, other than contractual payment for work performed; or

Compensation

- c.** Receive compensation of any kind for service as an employee representative or labor-designated trustee for a fund or plan, except for reimbursement of reasonable expenses properly and actually incurred and provided

1021

uniformly to such representatives or trustees, with the proviso that it is not a violation of this provision for an officer or managerial employee who is not a full-time employee of SEIU or an Affiliate to be a lawfully paid employee of a fund or plan if such employment is consistent with applicable legal restrictions and fully disclosed through appropriate reports.

Exclusion, less than full-time

- (3) To ensure compliance with this Section, all covered individuals shall disclose any interests, transactions or relationships covered by this Section in accordance with Section 3(b) of this Code.

Disclosure

- (4) No person shall serve in a fiduciary capacity or exercise responsibilities in the administration of a benefit fund or plan who has been convicted of any felony involving the infliction of grievous bodily injury or the abuse or misuse of such person's position or employment in an employee benefit plan to seek or obtain an illegal gain at the expense of the beneficiaries of the employee benefit fund or plan, except for the limited exceptions set forth in applicable federal law.

Disqualification

(b) Related Organizations.

*Related organizations
Definition*

- (1) For purposes of this Section, an organization "related to" SEIU or an Affiliate means an organization
- in which 25 percent or more of the members of the governing board are officers or employees of SEIU or an Affiliate, or
 - for which 50 percent or more of its funding is provided by SEIU or an Affiliate.

- (2) Covered individuals who serve in a fiduciary position with respect to or exercise responsibilities or influence in the administration of an organization related to SEIU shall comply with the provisions and shall hold themselves to the standards of the SEIU Code while they are acting for or on behalf of the related organization.

*Applicability
of Ethics Code*

PART E: FAMILY AND PERSONAL RELATIONSHIPS

*Personal Relationships
Purpose of rules*

Section 11. Purpose of Rules Governing Family and Personal Relationships. SEIU does not prohibit the employment of qualified relatives of current officers or employees, or of individuals with whom an officer or employee has a romantic or intimate personal relationship. SEIU also does not prohibit the retention of qualified vendors that employ relatives of current SEIU officers or employees or individuals with whom an officer or employee has a personal relationship.

However, SEIU recognizes that the existence of such relationships can lead to problems, including favoritism or the appearance of favoritism toward relatives or those who are involved in a personal relationship¹⁰²²

Giving these individuals special treatment – or creating the impression that they receive special treatment – is inconsistent with our principles of stewardship and accountability and with our duty to responsibly conduct the business of SEIU. The provisions of this part are designed to ensure that family or personal relationships do not influence professional interactions between the employees involved and other officers, employees and third parties.

Definitions

Section 12. Definitions. For purposes of this part:

- (a) “Relative” means parent, spouse, spousal equivalent, daughter, son, grandparent, grandchild, brother, sister, aunt, uncle, niece, nephew, first or second cousin, corresponding in-law, “step” relation, foster parent, foster child, and any member of the employee’s household. Domestic partner relatives are covered to the same extent as spousal relatives.
- (b) “Personal relationship” means an ongoing romantic or intimate personal relationship that can include, but is not limited to, dating, living together or being a partner or significant other. This definition applies regardless of gender, gender identification, or sexual orientation of the individuals in the relationship. This restriction does not extend to friends, acquaintances or former colleagues who are not otherwise encompassed in the scope of “personal relationships.”

Prohibited conduct

Section 13. Prohibited Conduct. The following general principles will apply:

Application process

- (a) Applications for employment by relatives and those who have a personal relationship with a covered individual will be evaluated on the same qualification standards used to assess other applicants. Transmission to the appropriate hiring authority of applications on behalf of individuals who have a family or personal relationship shall not in itself constitute an attempt to influence hiring decisions. Further input into the application process, however, may be deemed improper.

Hiring decisions

- (b) Covered individuals will not make hiring decisions about their relatives or persons with whom they have a personal relationship, or attempt to influence hiring decisions made by others.

Supervisory relationship prohibited

- (c) Supervisory employees shall not directly supervise a relative or a person with whom they have a personal relationship. In the absence of a direct reporting or supervisor-to-subordinate relationship, relatives or employees who have a family or personal relationship generally are permitted to work in the same department, provided that there are no particular operational difficulties.

Involvement in work-related decisions

- (d) Covered individuals shall not make work-related decisions, or participate in or provide input into work-related decisions made by others, involving relatives or employees with whom

they have a personal relationship, even if they do not directly supervise that individual. Prohibited decisions include, but are not limited to, decisions about hiring, wages, hours, benefits, assignments, evaluations, training, discipline, promotions, and transfers.

- (e) To ensure compliance with this Section, all covered individuals must disclose to the Ethics Ombudsperson or the Affiliate Ethics Liaison, as appropriate, any relationships covered by this Section in accordance with Section 3(b) of this Code.

Disclosure

PART F: ENFORCEMENT

Enforcement

Section 14. Ethics Officer. The office of the Ethics Officer is established to provide independent assistance to SEIU in the implementation and enforcement of the Code. The Ethics Officer shall be an individual of unimpeachable integrity and reputation, preferably with experience in ethics, law enforcement and the workings of the labor movement. The Ethics Officer shall provide his or her services under contract and shall not be an employee of the International Union or any of its Affiliates. The Ethics Officer shall be appointed by the International President and confirmed by the International Executive Board. The International President, the International Secretary-Treasurer, and the SEIU International Executive Board may refer matters concerning the Code to the Ethics Officer for review and/or advice, consistent with Sections 22 and 23.

Ethics Officer

Review and advice

Section 15. Ethics Ombudsperson. The office of SEIU Ethics Ombudsperson is established to oversee implementation and enforcement of the Code and ongoing efforts to strengthen the ethical culture throughout the Union. The Ethics Ombudsperson is responsible for providing assistance to the International Union and Affiliates on questions and concerns relating to the Code and ethical culture; directing the training of SEIU and Affiliate officers and staff concerning the Code and ethical culture; responding to ethics concerns and complaints consistent with Sections 17-23; receiving and resolving disclosures of conflicts of interest; assisting the Ethics Officer; and providing other support as necessary to the overall SEIU ethics program. The Ethics Ombudsperson, in consultation with the Ethics Officer, shall issue a report to the SEIU International Executive Board annually, summarizing compliance, training, enforcement, culture building and related activities, and making recommendations for modifications to the ethics program that he or she believes would enhance the program's effectiveness. The Ethics Ombudsperson may also conduct periodic reviews for the purposes of monitoring compliance with this Code and determining whether partnerships, joint ventures, and arrangements with management organizations conform to this Code, are properly recorded, reflect reasonable investment or payment for goods and services, further SEIU's tax-exempt purposes, and do not result in inurement, impermissible private benefit, or excess benefit transactions. The Ethics Ombudsperson shall be employed in the SEIU Legal Department.

Ethics Ombudsperson

Annual report

Periodic reviews

Ethics Liaison

Section 16. Affiliate Ethics Liaison. Each Affiliate shall appoint an Ethics Liaison who will be available for ethics advice or guidance, will serve as an Affiliate's key contact with the International's Ethics Ombudsperson, will assist in enforcement of the Code, will oversee the delivery of ethics-related training, will assist the Affiliate in strengthening its ethical culture, and will serve as an ethical leader in the Affiliate.

Eligibility

- (a) Presidents, chief executive officers, secretary-treasurers, chief financial officers, chiefs of staff, and the equivalent of any of the foregoing are not eligible to serve as Ethics Liaisons.

Rotation

- (b) Affiliates are encouraged to consider rotating the Ethics Liaison position periodically, barring operational difficulties, to develop ethical leadership broadly in the Affiliate. Affiliates shall advise the SEIU Ethics Ombudsperson as soon as practicable of the appointment of Ethics Liaisons and of any vacancy that occurs in the position.

Training

- (c) Ethics Liaisons will regularly receive training from the International Union specific to the role. Affiliates should make every effort to ensure the participation of their Ethics Liaisons.

*Complaints***Section 17. Complaints.***Process for submission*

- (a) Any covered individual or member may file a written complaint concerning alleged violations of the Code. Oral concerns and complaints shall be reduced to writing for further processing as a complaint. Complaints should be signed or contain the name of the complainant(s), and shall be kept confidential pursuant to Section 24. Complaints alleging violation of the Code shall not be enforced under SEIU or Affiliate constitutions and bylaws unless they also allege violations of the constitutions and bylaws.

*Enforcement under Constitution**Contact information*

- (b) The International Union shall post contact information for submission of ethics complaints on the SEIU website and shall provide that information on request.
- (c) Each Affiliate shall provide its staff and membership with contact information for its Ethics Liaison.

*Handling of complaints, International***Section 18. Complaints Handled by the International Union.**

Complaints alleging violation of the Code that are submitted to the International Union or the Ethics Officer shall be referred initially to the SEIU Ethics Ombudsperson. The Ethics Ombudsperson shall review ethics complaints submitted to the International Union and shall respond to them in his or her discretion, including but not limited to providing advice or guidance, resolving them informally, directing them to resources outside the ethics office, and referring them to the Ethics Officer or Affiliate for further processing. The individual submitting the complaint shall be notified of the status of the complaint as appropriate in the discretion of the Ethics Ombudsperson but in all events upon its conclusion.

Section 19. Complaints Handled by Affiliate; Notice to Ethics Ombudsperson. Ethics complaints that are raised with or referred to an Affiliate shall be investigated by the affected Affiliate and, where appropriate, may form the basis of employee discipline or formal internal union charges to be processed before a trial body in accordance with the requirements set forth in the Affiliate's constitution and bylaws and/or the SEIU Constitution and Bylaws. The Ethics Ombudsperson may advise an Affiliate concerning matters related to the investigation and processing of complaints and charges alleging violation of the Code. Where a complaint involves an Affiliate's president, chief executive officer, chief of staff, secretary-treasurer, chief financial officer, or the equivalent, the Affiliate shall notify the Ethics Ombudsperson as soon as practicable. The Ethics Ombudsperson may consult with the Ethics Officer concerning any question referred by an Affiliate.

*Handling of
complaints,
Affiliate*

*Notice to
Ombudsperson*

Section 20. Failure to Cooperate; Bad Faith Complaints. Unreasonable failure by a covered individual to fully cooperate with a proceeding or investigation involving an ethics complaint or alleged violation of this Code shall constitute an independent violation of this Code. SEIU reserves the right, subject to notice, investigation and due process, to discipline persons who make bad faith, knowingly false, harassing or malicious complaints, reports or inquiries.

*Failure to
cooperate*

Bad faith

Section 21. Original Jurisdiction.

*Original
Jurisdiction
Request by
affiliate*

- (a) Requests for Original Jurisdiction. If an Affiliate or an Affiliate executive board member, officer, or member believes that formal internal union charges against a covered individual that also allege violations of this Code involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union, or that the hearing procedure of the Affiliate will not completely protect the interests of the Affiliate, an officer or member, that individual may request that the International President assume original jurisdiction under Article XVII, Section 2(f) of the SEIU Constitution and Bylaws.
- (b) Assumption of Original Jurisdiction by International President. In accordance with Article XVII, Section 2(f) of the SEIU Constitution and Bylaws, the International President may in his or her discretion assume original jurisdiction of formal internal union charges also alleging violation of this Code if as a result of an investigation he or she believes that the charges filed against a covered individual involve a situation which may seriously jeopardize the interests of the Affiliate or the International Union. In his or her discretion, the International President may refer the matter to the Ethics Officer for a recommendation concerning the possible assumption of original jurisdiction.

*Assumption of
jurisdiction*

*Referral to
Ethics Officer*

Section 22. Referral of Formal Charges to Ethics Officer. If formal internal union charges filed with the International Union under Article XVII, Section 3 of the SEIU Constitution and Bylaws also allege violation of the Code by an officer or executive board member of the International Union or an Affiliate, such charges may be referred to the Ethics Officer for review and recommendations.

*Review by
Ethics Officer*

Section 23. Review of Claims by Ethics Officer.

(a) If after review of the allegations of violations of the Code in a complaint or formal charge, the Ethics Officer finds that the allegations have merit and/or warrant further investigation, he shall recommend a response or course of action for the International Union to respond to the complaint or charges, including but not limited to the following:

- (1) Further investigation by SEIU personnel and/or outside investigator(s);
- (2) Filing of formal charges under Article XVII of the SEIU Constitution and Bylaws;
- (3) Assumption of original jurisdiction by International President pursuant to Article XVII, Section 2(f) of the SEIU Constitution and Bylaws;
- (4) Appointment of an outside hearing officer to conduct a trial under Article XVII, Section 3 of the SEIU Constitution and Bylaws;
- (5) Discipline of covered employees;
- (6) Sanction of covered officers or members accused in formal proceedings, and
- (7) Other action deemed appropriate in the discretion of the Ethics Officer.

*Possible
recommendations*

No merit

(b) If the Ethics Officer concludes, after review of allegations of violations of the Code, that the allegations are without merit or that further investigation is not necessary, he or she shall advise the International Union of his or her findings.

Whistleblowers

PART G: PROTECTION OF WHISTLEBLOWERS

Confidentiality

Section 24. Confidentiality. SEIU will make all reasonable efforts to keep confidential the identity of any person(s) raising an ethics concern, inquiry, report or complaint under the Code unless disclosure is authorized by the complainant or is required for SEIU to carry out its fiduciary or legal duties. SEIU will also treat communications concerning ethics complaints or concerns with as much confidentiality and discretion as possible, provided that it remains able to conduct a complete and fair investigation, carry out its fiduciary and legal duties, and review its operations as necessary.

Section 25. No Retaliation. SEIU encourages all officers and

employees to bring ethics concerns and complaints that the Code has been violated to the attention of the Union, as set forth more fully in Part F above.

*Retaliation
prohibited*

- (a)** SEIU expressly prohibits retaliation against covered individuals and members for:
 - (1)** Making good faith complaints, reports or inquiries pursuant to this Code;
 - (2)** Opposing any practice prohibited by the Code;
 - (3)** Providing evidence, testimony or information relative to, or otherwise cooperating with, any investigation or enforcement process of the Code; and
 - (4)** Otherwise participating in the enforcement process set forth in PART F above.
- (b)** In particular, SEIU will not tolerate any form of retaliation against Affiliate Ethics Liaisons for performing their responsibilities.
- (c)** Any act of alleged retaliation should be reported to the SEIU Ethics Ombudsperson or the Affiliate Ethics Liaison immediately and will be responded to promptly.

*Against
Ethics
Liaisons*

Reporting

APPENDIX D: MANUAL OF COMMON PROCEDURE

INITIATION RITUAL

PRESIDENT: “It is my duty to inform you that the Service Employees International Union requires perfect freedom of inclination in every candidate for membership. An obligation of fidelity is required; but let me assure you that in this obligation there is nothing contrary to your civil or religious duties. With this understanding are you willing to take an obligation?”

(Answer.)

PRESIDENT: “You will now, each of you, raise your right hand and recite the following obligation:

MEMBERSHIP OBLIGATION:

“I, (name) _____, pledge upon my honor that I will faithfully observe the Constitution and Bylaws of this Union and of the Service Employees International Union.

“I agree to educate myself and other members in the history of the labor movement and to defend to the best of my ability the principles of trade unionism, and I will not knowingly wrong a member or see a member wronged if it is in my power to prevent it.

“As an SEIU member, I will take responsibility for helping to achieve

the Union's vision for a just society where all workers are valued and people respected, where all families and communities thrive, and where we leave a better and more equal world for generations to come."

PRESIDENT: "You are now members of the Service Employees International Union."

OFFICERS' INSTALLATION OBLIGATION

"I, (name) _____, accept my responsibility as an elected officer of the Service Employees International Union and I pledge that I will faithfully observe SEIU's Constitution and Bylaws. I will work tirelessly to unite working people to achieve our members' vision for a just society. I have carefully read and signed the Officers' Installation Obligation, and I hereby commit to abide by it."

Officers' Installation Obligation:

I accept my responsibility as an elected officer of the Service Employees International Union and I pledge that I will faithfully observe the Constitution and Bylaws of the Service Employees International Union.

I pledge that I will provide ethical, responsible leadership, representing our members and organizing new workers to build power to win for all.

I pledge to make the growing gap between the rich and everyone else the problem of our time, to inspire and support workers everywhere who are ready to take collective action to lift wages and create family-sustaining jobs, to elect political leaders on the side of the 99%, and to hold them accountable when they support policies that benefit the 1%.

I agree to defend the principles of trade unionism.

I will not knowingly wrong a member or see a member wronged if it is in my power to prevent it.

I pledge to exercise leadership based on the SEIU standards of:

- Shared unity of purpose;
- Openness to questions and willingness to learn;
- Acting with the courage of our convictions;
- Working together with accountability; and
- Commitment to inclusion.

I believe in and will fight for the SEIU vision of a just society where all workers are valued and people respected, where all families and communities thrive, and where we leave a better and more equal world for generations to come.

I will work to dismantle structural anti-Black racism 1029 of my

leadership commitments, which is necessary for building a fair and just economy for our members, their families and communities and for all working people. We can only achieve economic justice for working people when we achieve racial equality and justice for all.

I commit to the highest level of ethical behavior in exercising leadership decisions on our members' behalf.

I hereby certify that I have read and signed the Officers' Installation Obligation and I hereby commit to abide by it.

Signature of Officer: _____

DEBATE

The following rules shall be used to govern debate unless the Local Union has adopted its own rules or regulations:

Rule 1. The regular order of business may be suspended by a vote of the meeting at any time to dispose of urgent business.

Rule 2. All motions (if required by the chair) or resignations must be submitted in writing.

Rule 3. Any conversation, by whispering or otherwise, or any other activity which is calculated to disturb or may have the effect of disturbing a member while speaking or disturb the conduct of the meeting or hinder the transaction of business shall be deemed a violation of order.

Rule 4. Sectarian discussion shall not be permitted in the meetings.

Rule 5. A motion to be entertained by the presiding officer must be seconded, and the mover as well as seconder must rise and be recognized by the chair.

Rule 6. Any member having made a motion can withdraw it with consent of the seconder, but a motion once debated cannot be withdrawn except by a majority vote.

Rule 7. A motion to amend an amendment shall be in order, but no motion to amend an amendment to an amendment shall be permitted.

Rule 8. A motion shall not be subject to debate until it has been stated by the chair.

Rule 9. A member wishing to speak shall rise and respectfully address the chair, and if recognized by the chair, he or she shall be entitled to proceed.

Rule 10. If two or more members rise to speak, the chair shall decide which is entitled to the floor.

Rule 11. Any member speaking shall be confined to the question under debate and avoid all personal, indecorous or sarcastic language.

Rule 12. Attending meetings under the influence of liquor or any

controlled substance not lawfully prescribed is basis for removal.

Rule 13. No member shall interrupt another while speaking, except to a point of order, and the member shall definitely state the point, and the chair shall decide the same without debate.

Rule 14. Any member who is called to order while speaking shall be seated until the point of order is decided, after which, if decided in order, such member may proceed.

Rule 15. Any member who feels personally aggrieved by a decision of the chair may appeal such decision to the body.

Rule 16. When an appeal is made from the decision of the chair, the Vice President shall act as chairperson; the appeal shall be stated by the chair to the meeting in these words: "Shall the decision of the chair be sustained as the decision of this Union?" The member will then have the right to state the grounds of appeal and the chair will give reasons for its decision; thereupon the members will proceed to vote on the appeal without further debate, and it shall require a majority vote to overrule the chair.

Rule 17. No member shall speak more than once on the same subject until all who wish to speak have spoken, nor more than twice without unanimous consent, nor more than five minutes at any one time without consent of a two-thirds vote of all members present.

Rule 18. The presiding officer shall not speak on any subject unless such officer retires from the chair, except on a point of order or to make an official report or give such advice and counsel as the interests of the organization warrant. In case of a tie the presiding officer shall have the deciding vote.

Rule 19. When a question is before the meeting, no motion shall be in order except:

1. To adjourn;
2. To lay the question on the table;
3. For the previous question;
4. To postpone to a given time;
5. To refer or commit;
6. To amend.

These motions shall have precedence in the above order. The first three of these motions are not debatable.

Rule 20. If a question has been amended, the question on the amendment shall be put first; if more than one amendment has been offered, the question shall be put as follows:

1. Amendment to the amendment.
2. Amendment.
3. Original proposition.

Rule 21. When a question is postponed indefinitely, it shall not come up again except by a two-thirds vote.

Rule 22. A motion to adjourn shall always be in order, except:

1. When a member has the floor;
2. When members are voting.

Rule 23. Before putting a question to vote, the presiding officer shall ask, "Are you ready for the question?" Then it shall be open for debate. If no member rises to speak or the debate is concluded, the presiding officer shall then put the question in this form: "All in favor of this motion say `aye'"; and after the affirmative vote is expressed, "Those of the contrary opinion, say `no'." After the vote is taken, the presiding officer shall announce the result in this manner: "It is carried [or lost] and so ordered."

Rule 24. Before the presiding officer declares the vote on a question, any member may ask for a division of the house. The chair is required to comply with this request. A standing vote shall thereupon be taken.

Rule 25. When a question has been decided it can be reconsidered only by two-thirds vote of those present.

Rule 26. A motion to reconsider must be made and seconded by two members who voted with the majority.

Rule 27. A member ordered to be seated three times by the chair without complying shall be debarred from participating in any further business at that session.

Rule 28. All questions, unless otherwise provided, shall be decided by a majority vote.

Rule 29. The presiding officer of the meeting shall enforce these rules and regulations and may direct that members be removed from the meeting for violation of these rules.

ORDER OF BUSINESS

1. Opening.
2. Roll call of officers.
3. Reading of minutes of the previous meeting.
4. Applications for membership.
5. Initiation of new members.
6. Communications and bills.
7. Reports of officers, executive board and committees.
8. Unfinished business.
9. New business.
10. Good and welfare.
11. Adjournment.

INDEX

- Agreements, national, regional, 18
- Affiliated bodies, 3, 7, 8-9, 13, 16, 18-21, 22-27, 29-31, 34, 36, 40, 42-47, 50
- Affiliates Officers and Employees Pension Fund, 42-44
 - Contributions, 44
 - International Executive Board, 42
 - Liability, 44
 - Participants, 42-44
 - Plan sponsor, 42
 - Trustees, 42-44
- Affiliations, 7, 20, 36-37, 40, 41
- Agency and other fee procedures, 25
- Amendments, to Constitution, 46
- Appeals, 5, 6, 9-10, 14, 18, 22, 23, 24, 27-28, 32, 36, 39-40, 47, 54
- Audit, authority to, 34
- Auditors, Board of, 15, 17, 19
 - Duties, 15
 - Election, 15
 - Vacancies, 16
- Bill of Rights and Responsibilities in the Union, 39, 48, 50
 - Enforcement, 39-40
- Bill of Rights and Responsibilities on the Job, 48
- Bonding, 22, 26, 30
 - Local unions, 30
 - Trusteeship, 19
- Campaign funds for elections of International and local officers, 14
 - Canadian officers, 14
 - Canadian Dues, 27
 - Canadian Unity Fund, 27
- Charges and violations, 36-39
- Charters, 11, 13, 19, 20, 21, 24, 26-29
 - Eligibility, 29
 - Issuance, 29-30
 - Provisional locals, 30
 - Revocation of charters, 28
- Collective Bargaining, 7, 9, 18, 19, 23, 27, 34, 50, 52-53
- Conferences and seminars, 17
- Constitution
 - Amendments, 46
 - Distribution, 31
 - Enforcement, 25, 45
 - International, 18, 24-25, 31, 36, 39-40, 45-47, 50, 58, 61-62
 - Local union, 9-11, 31-33, 36-37, 39, 41, 51, 58
 - Priority of International, 31
- Convention, International, 10-13, 14, 15, 16, 17, 19, 21, 23, 24, 25, 26, 39, 41, 46

- Alternate delegates, 12
- Appeals, 39
- Convention call, 12
- Credentials, 10-11
- Credentials Committee, 13
- Delegates, 10-13
- Dual representation barred, 11
- Eligibility of delegates, 10
- Eligibility of Local Unions, 11
- Exclusions, 11
- Frequency of, 10
- Officers, full-time International officers, 10-11, 13, 14
- Order of business, 13, 65
- Protests, election of delegates, 12
- Quorum, 13
- Representation, 10-11
- Retired members, 11
- Rules, interim, 13
- Resolutions, 13
- Special, 10
- Votes, 11, 12, 13
- Coordinated bargaining process, 18
- C.O.P.E., 26, 35-36

- Death gratuity payments, 26, 41
- Debate, rules of, 63-65
- Delegates, *See convention, International*
- Discrimination forbidden, 10
- Dispute, membership, 9
- Dissolution, 29, 46-47
 - International Union, 46-47
 - Local Union, 29
- Dues, 9, 11, 26-28, 30, 31, 32-33, 47
 - Definition, 28
 - Due date, 28
 - Good standing, 11-12, 28, 30-31, 36
 - Life members, 26
 - Local, 32-33
 - Minimum, 32, 33
 - Canadian, 33
 - U.S., 32
 - Percentage, 32
 - Retired members, 26-27, 31, 32-33
 - Schedule for increases, 32
 - Waiver, 32-33

- Elections, 13-16, 30-31
 - Canadian Board Members, 14
 - Financial, in-kind support, 13-14

- Eligibility of candidates, *see Eligibility*
- Exclusions, 16
- International Officers, 13-14
- Limitations on running for office, 15-16
- Local officers, 30-31
 - Proxy and write-in ballots, 15-16
 - Waivers of eligibility, 31
- Nomination procedures, 13
- Protests, 14
- Qualifications, 15-16
- Eligibility, 9, 10, 15-16, 30-31, 41, 58
 - For delegates, 10, 41
 - For Ethics liaisons, 58
 - For membership, 9
 - For International Union office, 15-16
 - For Local Union office, 30-31
- Ethical behavior, 49, 62, 63
- Ethical culture, 49-50, 57, 58
- Ethics, 49
 - Accountability, 49, 56
 - Annual Report, 57
 - Benefit Funds, 54-55
 - Code, 49
 - Applicability of, 50-51, 54, 55
 - Complaints, 58-60
 - Bad faith, 59
 - Failure to cooperate, 59
 - Handling of, 58-59
 - Jurisdiction over, 59-60
 - Submission of, 58
 - Confidentiality, 58, 60
 - Covered Individuals, 50
 - Disclosure, 51, 53, 55, 57, 60
 - Disqualification, 51, 55
 - Duty, 49, 51, 52, 56
 - To members, 49
 - Fiduciary, 49, 52
 - Enforcement, 50, 57-60
 - Ethics Liaison, 58, 61
 - Ethics Officer, 57, 58-60
 - Referral to, 60
 - Review by, 60
 - Ethics Ombudsperson, 57, 58 -59
 - Loans, 54
 - Other Sources of Authority, 50
 - Payment and Gifts, 53-54
 - Perishable item, 53
 - Prohibited Interests and Transactions, 52-53
 - Self-dealing, 53

- Relationships, Family and Personal, 55-57
 - Supervisory, 56
- Related Organizations, 54-55
- Retaliation, 61
- Stewardship, 49, 56
- Third Parties, 54
- Whistleblower, 60-61

- Executive Board, International, 9-10, 11, 12, 13-17, 18, 20, 21, 22-25, 26, 27, 28, 29, 30, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42-44, 45, 57
 - Affiliates Officers and Employees Pension Fund, 42-40
 - Affiliations, 24, 40
 - Agency and other fee procedures, 22
 - Appeals, 9-10, 14, 22
 - Authority, 22-25
 - Bonding, 22
 - Charters, 29-30
 - Constitutional authority, 25
 - Delegation of powers, 23
 - Duties, 10-11, 22-25
 - Eligibility for office, 15-16
 - Executive Committee, 15
 - Expenses, 22-23
 - Financial matters, 23-24
 - Grievances, right to present, 22
 - Initiation of meetings, 22
 - Jurisdiction, 24, 29
 - Legal action, 23
 - Liability, 25
 - Meetings, 22
 - Mergers, 30
 - Notification of Local Unions, 22
 - Polling by International President, 22-23
 - Quorum, 22
 - Reports, 15
 - Retired Board Member, 15-16
 - Retired Members Advisory Committee, 16
 - Self-employed individuals, 9
 - Term of office, 14-15
 - Trials and appeals, 36-40
 - Vacancies, 16-17
- Executive Committee, 15
- Executive Vice Presidents, International, 14, 17, 18, 22
- Four-year political fund, 26
- Fundraising, permission to conduct, 24

Hearing officers, 20, 30, 35, 38, 39

1036

Appendix 217

- Initiation fee, 26, 29, 30
- Initiation ritual, 61
- Installation obligation, officers, 62-63
- Interests of members safeguarded, 8, 17, 19, 30, 36, 38, 48, 49, 51, 52
- Intermediate bodies, 7, 8, 40-41
 - Affiliations, 7, 8, 40-41
 - Bylaws, 40-41
 - Compensation, 41
 - Councils, area, regional, or industry, 7, 8, 40-41
 - Delegates for conventions, 41
 - Dissolution, 46-47
 - Enforcement of International Constitution, 40-41
 - Executive Board functions, 14, 40
 - Finances, 40-41
 - Local central bodies, 40-41
 - Voting by Local Unions, 40-41
- Internal Needs Hearing, 20
- International Union, 5-10, 26-30, 45-46
 - Activities of, 7-8
 - Authority of, 8
 - Goals, 5-8
 - Jurisdiction, 8-10,
 - Litigation, 45-46
 - Name, 7
 - Non-liability, 45-46
 - Organization of, 7
 - Objects and purposes, 7-8
 - Revenue, 26-29
- Jurisdiction, 8-10
- Justice, 5, 6, 7, 8, 34, 49, 63
 - Economic, 5, 6, 7, 34, 49, 63
 - Environmental, 6
 - Immigrant, 6
 - Racial, 6, 63
 - Social, 5, 6, 34, 49
- Litigation and liability, 25, 27, 34, 44, 45-46
 - Authority to defend, 45
 - Limitation of liability, 44, 45-46
 - Non-liability, 45-46
 - Service of process, 46
- Local Unions, 7-10, 26-29, 30-36, 36-40, 42-44, 45, 46-47
 - Affiliates Officers and Employees Pension Fund, 42-44
 - Audit, 29, 34
 - Bonding, 30
 - Collective bargaining agreements, 34
 - Constitution, *see also Constitution, Local Union*
 - Approval by International Union, 31
 - International Constitution prevails in dispute, 1037

- Delegates to Convention, 10-13
 - Alternate delegates, 12
 - Eligibility, 10-11
 - Protests of election, 12
- Dissolution, 46-47
- Dues, *see Dues*
- Duties, 30-36
 - Average Wage Reporting, 29
 - C.O.P.E., 35-36
 - New Strength Unity Standard, 35
 - Reporting, 28-29
- Election of officers, *see Elections*
- Eligibility for membership, *see Eligibility*
- Enforcement of International Constitution, 45
- Executive Board, 10-11
- Good standing, 11-12, 28, 30
- Litigation, 45-46
- Meetings, 31
- Names and addresses, of members and officers, 28-29
- Per capita tax, 26
- Political Education and Action Program, *see C.O.P.E.*
- Records, 29
- Retired members, 11, 26, 31, 32, 33
- Self-employed individuals, 9
- Transfers, 36
- Use of International Union name for fundraising, 34
- Withdrawal cards, 34
- Manual of Common Procedures, 61-65
 - Debate 63-65
 - Initiation ritual, 61
 - Membership obligation, 61-62
 - Officers' obligation, 62-63
 - Order of business, 65
- Member Bill of Rights, *see Bill of Rights*
- Membership, 8-10
 - Categories authorized, 9
 - Disputes, 9-10
 - Eligibility, 9
 - Obligations, 39, 47-48, 61
 - Transfers to another local, 36
- Mergers, 24, 30, 42
 - Local Unions, 30, 42
 - Other labor organizations, 24, 42
- Mission statement, 5-7
- Monitor, 20-21
- Name, International Union, 7, 34
- Non liability of International Union, 45-46

- Objects and purposes, 7-8
- Officers, International Union, 13-16, 17-22, *see also President, Secretary-Treasurer, Vice Presidents*
 - Compensation, 18
 - Duties, 14-15
 - Election, 13-14
 - Eligibility, 15-16
 - Emeritus status, 16
 - Executive Board, 14
 - Executive Committee, 15
 - Term of office, 14-15
 - Vacancies, 16-17
- Order of business, 13, 65
- Organizing, 7-9, 17-18, 26-27, 30, 32-35, 46-47, 62
 - Account, 35
 - Budget, 35
 - Committee, 9, 18, 26-27, 30, 32-33, 46
 - New forms of, 7, 8
- Original jurisdiction, 38, 59, 60
- Outreach, 25
- PACs, 34-35
- Payments in connection with deaths of members, 41
- Pension fund, *see Affiliates Officers and Employees Pension Fund*
- Per capita tax, 26-28, 29
 - Canada, 29
 - Canadian Unity Fund, 27-28
 - Due date, 28
 - Good standing, Local Union, 28
 - Local obligations, 28-29
 - Priority of, 28
 - Retired members, 26
 - Unity Fund, 27
- Political Education and Action Program, *see C.O.P.E.*
- President, International, 9, 10, 12, 13, 14-21, 21-22, 25, 26, 28, 29, 30, 31, 32, 33, 34, 35-36, 38, 40-41, 45, 46, 57, 59, 60
 - Agreements, 18
 - Appeals to, 18-19
 - Appointment of delegates to other labor organization functions, 19
 - Assistance to Local Unions, 20
 - Authority, responsibility, 17-21
 - Conventions, 10-13, 17, 21
 - Coordinated bargaining process, 18
 - Deciding vote, 17
 - Disputes, 9-10, 18, 19-20, 38-39
 - Duties, 17-21
 - Election protests, Local Unions, 14
 - Eligibility for office, 15-16

- Emeritus status, 16
- Finances, 19, 30
- Judicial powers, 18-19
- Lockouts, 25
- Master agreements, 17-18
- Member complaints, 18
- Organizing, 17-18, 30
- Original jurisdiction, 38
- Powers, 17-21
- Questions of law, 18
- Staff, 18
- Strikes, 25-26
- Subsidies, 18
- Term of office, 14-15
- Trials and appeals, 38-39
- Trusteeships, 19-20
- Vice Presidents' salaries, 18
- Waivers, 28, 31, 32, 33, 40, 42

- Racism, 5, 6, 7, 63
 - Anti-Black, 7, 63
 - Structural, 5, 6, 7
 - Equality, 63

- Records, books, maintenance of, 15, 19, 21-22, 29, 34, 35, 43
- Retired Board Member, 14
- Retired Members Advisory Committee, 16
- Retired Members, 9, 11, 14, 15, 16, 17, 26, 31, 32, 33
- Revenue of International Union, 26-29
 - Authority to adjust per capita, 26
 - Definitions of "member" and "dues," 28
 - Dues, 26, 27, 28, 29, 32
 - Per capita tax, 26-29
 - Priority of per capita payment, 28
 - Reporting requirements and examination of Local Union records, 29
 - Special funds, 26-27 (see individual listings)

- Savings provision, 47
- Secretary-Treasurer, International, 12, 13, 14, 15, 16, 19, 20, 21-22, 23, 27, 28, 29, 30, 32, 35, 37, 38, 39, 45, 53, 57
 - Charters, seal, 21, 29
 - Convention proceedings, 12, 13, 21
 - Duties, 21-22
 - Eligibility for office, 15
 - Expenditures, 21
 - Records, 21
 - Report to convention, 21
 - Safeguarding of moneys, 21
 - Trials and appeals, 36-37, 38, 39

- Self-employed individuals, 9
- Strike and Defense Fund, International, 26-27
- Strikes and lockouts, 25
- Temporary Transition Plan, 16
- Transfers, 36
- Trials and appeals, 36-40
 - Against a Local Union or officer of International Union, 36-37, 38
 - Appeals, 39-40
 - Charges, 36-37, 38
 - Charge must be specific, 37
 - Decisions, 37-38, 39
 - Exhaustion of remedies, 39
 - Filing of charges, 37
 - Hearing held by International Executive Board, 38
 - Original jurisdiction, 38
 - Penalties, sanctions, 37, 39
 - Presidential authority, 33, 34
 - Procedures, 37, 38-39
 - Suspension of local union officers, 38
 - Time period for filing charges, 37
 - Trial body, 37, 38
- Trusteeship, 19-20
 - Emergency, 20
 - Hearing prior to, 20
 - Power of trustee, 19
 - Procedure, 20
- Unity Fund, 27
 - Canadian, 27-28
- Vacancies, filling of, 16-17
- Vice Presidents, International, 14-15, 17, 18, 22, 24
 - Compensation, 18
 - Duties, 15, 22
 - Election, 14
 - Executive Committee, 14-15
 - Vacancies, 17
- Withdrawal cards, 28, 34, 36



MARY KAY HENRY
International President

GERRY HUDSON
International Secretary-Treasurer

NEAL BISNO
International Executive Vice President

LUISA BLUE
International Executive Vice President

HEATHER CONROY
International Executive Vice President

SCOTT COURTNEY
International Executive Vice President

LESLIE FRANE
International Executive Vice President

VALARIE LONG
International Executive Vice President

ROCKY ANZ
International Executive Vice President

Appendix 224

28.09.2016 9.6.16



EXHIBIT

F

1 EIGHTH JUDICIAL DISTRICT COURT

2 DISTRICT OF NEVADA

3

4

5

6 DANA GENTRY, an individual;)
and ROBERT CLARKE, an)
7 individual,)

8 Plaintiffs,)

9 vs.)

10 SERVICE EMPLOYEES)
INTERNATIONAL UNION, a)
11 nonprofit cooperative)
corporation; et al.,)

12 Defendants.)

13 _____)

**CERTIFIED
COPY**

) Case No. A-17-764942-C

) Dept. No. 26

CONFIDENTIAL

14

15 * * * CONFIDENTIAL * * *

16 DEPOSITION OF BRENDA MARZAN

17 PRESIDENT OF LOCAL 1107 & AS

18 30(b)(6) REPRESENTATIVE FOR LOCAL 1107'S FINANCES

19 Taken on Tuesday, September 24, 2019

20 At 9:14 a.m.

21 Held at Foley & Oakes, P.C.

22 1210 South Valley View Boulevard, Suite 208

23 Las Vegas, Nevada 89102

24

25 Reported By: Gale Salerno, RMR, CCR No. 542

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1	INDEX	
2		Page
3	Examination by Mr. Mcavoyamaya	6
4	Examination by Mr. Cohen	282
5	Further Examination by Mr. Mcavoyamaya	290
6	CALL TO DISCOVERY COMMISSIONER	24, 92
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

1	EXHIBITS		
2	Exhibit		Marked
3	Exhibit 1	Notice of Deposition	7
4	Exhibit 2	SEIU NV Local 1107 Meeting	16
5		8/31/2016, Bates Local 678	
		to 682	
6	Exhibit 3	E-Mail From Brenda Marzan to	27
7		Mancini SEIU, December 5,	
		2016, Bates SEIU 13128	
8	Exhibit 4	Excerpt From Hearing October	55
9		29th and October 30th, 2016,	
		Bates SEIU 0356 to 0366	
10	Exhibit 5	Memorandum To SEIU Executive	62
11		Board, October 26, 2016,	
		Bates Local 683 to 686	
12	Exhibit 6	SEIU Report and Recommendations	77
13		to International President on	
		Internal Charges Filed in	
14		Reference to SEIU Local 1107,	
		Bates SEIU 7588 to 7614	
15	Exhibit 7	Application for Order for	122
16		Protection Against Stalking,	
		Aggravated Stalking or	
17		Harassment, Bates EX A-001	
		to 010 and Order Setting	
18		Hearing and Protection Order	
19	Exhibit 8	Amelia Gayton Statement,	123
		Bates SEIU 0044 to 62	
20	Exhibit 9	E-Mail String, Bates Local	129
21		659 to 672	
22	Exhibit 10	E-Mail String, Bates SEIU 2500	153
		to 2518	
23	Exhibit 11	Letter From Brenda Marzan,	183
24		September 13, 2016, Bates	
		SEIU 9339 to 9341	
25			

1	Exhibit 12	SEIU Nevada Constitution and	196
2		Bylaws as Amended April 2010	
3		and January 2012, Bates SEIU	
4	Exhibit 13	SEIU Nevada Request for	201
5		Opinion on SEIU Local 1107	
6		Constitution and Bylaws,	
7		Bates SEIU 2025 to 2028	
8	Exhibit 14	Letter to Gerry Hudson, SEIU	227
9		Secretary-Treasurer, Bates	
10		SEIU 9333 to 9338	
11	Exhibit 15	SEIU Local 1107 Officer	233
12		Organizational Chart, July	
13		2016, Bates Local 631	
14	Exhibit 16	E-Mail From Brenda Marzan,	242
15		August 5, 2016, Bates SEIU	
16		8542	
17	Exhibit 17	Exhibit A, Finance Report	244
18		(Robert Clarke), Bates SEIU	
19		6186 to 6208 and SEIU 13231	
20		to 13248	
21	Exhibit 18	SEIU Local 1107 Profit & Loss	244
22		Budget vs. Actual, August 2018,	
23		Bates SEIU 13231 to 13237	
24	Exhibit 19	SEIU Local 1107 and Its	262
25		Subsidiary Consolidated	
		financial Statements,	
		December 31, 2016, Bates	
		Local 278 to 304	

1 BRENDA MARZAN,
2 having been first duly sworn, was
3 examined and testified as follows:

4 - - -

5

6 EXAMINATION

7 BY MR. MCAVOYAMAYA:

8 Q. Good morning, Ms. Marzan.

9 A. Good morning.

10 Q. How are you doing today?

11 A. Good.

12 Q. We are here to conduct a deposition in
13 Gentry v. SEIU.

14 If you could please state and spell your
15 name for the record, please.

16 A. Brenda Marzan. B-r-e-n-d-a, M-a-r-z-a-n.

17 Q. We've had a number of depositions here in
18 the various cases I have against SEIU International
19 and Local 1107, so you understand this deposition is
20 sworn under oath as if you were in trial?

21 A. Yes.

22 Q. It's important to not speak over each other
23 so we can get a clear record. It's important that
24 you respond "yes" or "no" so that the record is clear
25 as to the answer to the question.

1 what it says. I don't know if there was additional
2 information in the whole report.

3 Q. So you said that it was -- the issue was
4 raised at the finance committee meeting about misuse
5 of the credit card?

6 A. Yes.

7 Q. Why was that raised?

8 A. Because we noticed that certain individuals
9 had been using the credit cards for gas when they
10 receive a monthly stipend for car allowance.

11 Q. And how did you know that if you did not
12 have the receipt?

13 A. Because it was on the American Express
14 summary.

15 Q. So you had the American Express summary and
16 you could see the charge?

17 A. So you could -- I don't know how to explain
18 this. On the American Express summary it doesn't
19 give you enough information to make a decision on if
20 there's a problem or not.

21 So we asked for additional information
22 because there -- it could have been completely
23 legitimate but you can't tell that from a summary on
24 the American Express.

25 Q. Did you ask any of the staff that were

1 given what you need to be able to do any additional
2 investigation. So they tried.

3 Q. Did you tell that to the hearing officer?

4 A. I was not a witness, I don't believe, in
5 that.

6 Q. Okay. But the hearing officer concluded
7 that there was no research done into the allegation?

8 MR. JAMES: Objection as to form.

9 MR. COHEN: And objection. The document
10 speaks for itself.

11 THE WITNESS: There was nothing done
12 because nothing was provided.

13 BY MR. MCAVOYAMAYA:

14 Q. Can the finance committee access the Local
15 1107 bank accounts?

16 MR. JAMES: You need to clarify time.

17 MR. MCAVOYAMAYA: In 2016.

18 THE WITNESS: We don't have access to the
19 bank accounts. We have -- we were supposed to have
20 access to the information.

21 BY MR. MCAVOYAMAYA:

22 Q. Well, how did you get the credit card
23 report though?

24 A. Robert Clarke provided those.

25 Q. Okay. But he didn't provide you any

1 information that he double-checked those charges and
2 that there was nothing wrong with them?

3 A. No.

4 Q. Okay. Do you know if he provided Sharon
5 Kisling any information about that?

6 A. I would not know that.

7 Q. Okay. Since the imposition of the
8 trusteeship, was there any investigation into whether
9 or not misuse of the union credit card by Gentry or
10 Robert Clarke or Peter Nguyen was occurring?

11 A. No, I do not know.

12 Q. Have you ever been accused of misusing
13 union funds or misusing money?

14 A. No.

15 Q. Would you want somebody to come to you
16 first and ask you about it first if they were going
17 to accuse you, or at least have some evidence?

18 A. So again, there was no allegation. There
19 was information that we saw on reports that we had
20 concerns about and asked for additional information.
21 When that wasn't provided, then it was moved forward
22 as a concern.

23 Q. Okay. If you take a look at Exhibit 2.
24 Page 2, middle of the paragraph.

25 Do you see where it says "directors"?

1 A. Uh-huh.

2 Q. Why don't you read that sentence.

3 A. Out loud?

4 Q. Yes. Please.

5 A. "Directors are using credit card for intown
6 gas when they receive monthly car allowance."

7 Q. Go ahead and continue.

8 A. "Lunch being put on business cards in town
9 and when out of town although they receive a daily
10 stipend for meals."

11 Q. Okay. Where does it say there's a concern
12 about directors using the credit card in that for
13 out-of-town guests?

14 A. "Multitude of concerns regarding the
15 business of the Local" right on page 1 of Exhibit 2.

16 Q. Okay. But this particular paragraph --

17 A. The whole thing is about the concerns.

18 Q. But the concern was that the directors are
19 using the credit card, not for gas in town, not that
20 they might be.

21 MR. COHEN: Objection. Argumentative.

22 BY MR. MCAVOYAMAYA:

23 Q. I mean, does it say that directors might be
24 using the credit card for out-of-town guests?

25 MR. COHEN: Objection. The document speaks

1 BY MR. MCAVOYAMAYA:

2 Q. Because how do you know what her intent for
3 the concerns were though?

4 A. I don't know. I'm just stating because of
5 what was on the subject, what was brought to them, it
6 was concerns. I know that some of that stuff came
7 from me directly. So they were concerns that were
8 brought to her.

9 Q. Were any of the concerns about misuse of
10 the credit card coming from you?

11 A. Yes.

12 Q. Okay. And it was because you had seen a
13 gas charge on the credit card?

14 A. So during the -- are we really going to
15 repeat this?

16 Q. I'm trying to get the timeline correct.

17 A. This isn't about a timeline. You're asking
18 me the exact same question again. It was based on
19 information that we were not provided in a finance --
20 in finance committee meetings that we asked for so we
21 could verify if there was a problem or not.

22 Q. Who is "we"?

23 A. The finance committee.

24 Q. All of them on the finance committee?

25 A. Whoever was there during those finance

1 BY MR. MCAVOYAMAYA:

2 Q. So your belief is that the SEIU
3 International legal department suggested the
4 investigation?

5 MR. COHEN: Objection. Misstates her
6 testimony.

7 BY MR. MCAVOYAMAYA:

8 Q. Is that what you're saying in this e-mail?

9 A. I believe I said she probably ran it
10 through legal.

11 Q. Okay.

12 A. Spoke to legal.

13 Q. Okay. And you're talking about SEIU
14 International legal there?

15 A. Yes.

16 Q. Okay. Did Ms. Kisling request that the
17 Local 1107 executive board vote for an investigation
18 into her concerns at the August 31st, 2016, board
19 review?

20 A. One more time?

21 Q. Did Ms. Kisling request that the Local 1107
22 executive board vote to have Urban conduct an
23 investigation into her concerns that she presented at
24 the board that night?

25 A. So based on the very long recording, I

1 believe she tried to do that because, again, in that
2 recording there were multiple times where people said
3 they were going to call Metro. There was cursing,
4 screaming, yelling. You could hear people coming
5 over tables at each other again. I don't know if
6 that ever happened.

7 Also, people started saying -- actually
8 requesting that the meeting be completed. So they
9 were asking -- they were actually putting forth
10 asking to have the meeting terminated. So I don't
11 know that it happened.

12 Q. But she asked?

13 A. She asked.

14 Q. Okay. And the board did not vote?

15 A. Again, when you have a first and a second
16 and you can't get everybody to pay attention to
17 what's going on in the meeting, you don't get what
18 needs to be done done.

19 Q. Okay. And then Ms. Kisling requests a vote
20 to have Urban conduct the investigation via e-mail;
21 is that correct?

22 A. Yes.

23 Q. And this is the e-mail chain that that
24 request was made?

25 MR. COHEN: Mike, are you referring to

1 September 1st, 2016?

2 BY MR. MCAVOYAMAYA:

3 Q. You can look at Local 666 where you wrote
4 you believe it already passed. I'm assuming you're
5 talking about a vote?

6 A. So based on page 667, it looks like
7 Ms. Kisling made a motion and Clara Thomas seconded
8 to direct Urban Law Firm to investigate the concerns
9 provided in my report.

10 I don't think this is the entire e-mail
11 because there is a whole bunch of single responses,
12 ayes and nays.

13 Q. And would your e-mail account have those
14 responses?

15 A. My personal e-mail account?

16 Q. No, your SEIU e-mail.

17 A. Maybe.

18 Q. Okay.

19 MR. MCAVOYAMAYA: Do I need to compel that
20 or are you going to --

21 MR. JAMES: I don't know that it exists.
22 I've given you what we've got.

23 MR. MCAVOYAMAYA: She just said there was
24 individual responses.

25 MR. COHEN: If I'm not mistaken, they were

08.31.2016

SEIU NV Local 1107

To
Executive Board

From
Sharon Kisling
Executive Vice President

CC
Patricia Armstrong
Secretary

Re

Report of EVP

Comments: Multitude of concerns regarding the business of the local

- President's direction to Urban Law Firm – President nor any member can use retained attorneys for internal SEIU matters; EVP and Secretary must be copied on all legal matters and all correspondence regarding the business of the local.
- Legal matters – NLRB, DOL, EEOC
- Contracts – Not reviewed and approved by EBOARD (addtl. Concern that contracts and /or leasing agreements have expired. Loss timers from public sector.
- Items to include negotiated staff union contract, legal matters, new staff positions budget and spending are not being brought before the executive board.
- Statements from released and terminated employees
- Hiring practices – concern that perception is that all PTHs were releases, minority staff not considered for promotion (Melody Rash, Dolores Bodie, Ken Ubani) and discipline of Ricci Jones for behavior which has been observed by other employees with no redress. Offer Letters of Employment to Directors. Rigged interviews with previous colleagues of Peter – Field Organizer, Political Organizer, Compliance Coordinator, and HR/Finance Director (start Mon 9/5) – tax consultant w/no HR experience. In all cases we received resumes from better suited candidates to which no interview was extended. Background Checks, upon hire of new employee not being conducted as previous practice.



1059

Appendix 240

Local - 678

- Supervision and direction or lack thereof to Communications Director and Organizing Director; employees at 90 -day mark and poor performance. Dana Gentry – Excessive spending, concerns of alcohol use while at work, and \$3000. Credit limit on business AmEx while others have \$1500. Peter – no plan for drop months or organizing; organizers provide their weekly schedule instead of Peter advising areas of needs; no knowledge of all contracts. Only plan that President Mancini visit all County shops in September to offset drop month. Multiple complaints regarding staff to include Debbie Miller, John Archer, Bruce Yarwood, and Natalie Hernandez. – Motion to reassign Debbie Miller from St. Rose Hospital – San Martin per request of Chief Steward. Directors are using credit card for in town gas when they receive monthly car allowance; lunch being put on business cards in town and when out of town although they receive a daily stipend for meals. Employees PTO is not being deducted from accruals; this amount is paid out in cash when employee separates from SEIU. Disrespect of members, employers and elected officials. Advised staff to break into office of EVP. Including staff in matters that should be between directors and elected officials. No staff accountability.
- Reno Visit – Renown (11%) and Reno Office. Phone contact with members and non-members. Visited Renown Hospital – all 6 floors, ground ER and Children's Hospital. Renown has other off site buildings where members may be located. Drop month is not in September but in fact within 15 days of date on membership card; no access issues – contract indicated two-hour notice.
- Phone Conference w/ Alex Shulman – Deputy Director Healthcare; International can provide resources to include \$ for loss timers to go to Reno for Membership Blitz; Leadership Development and Training Opportunities are also available; President Mancini just needed to ask.
- Local did not have a key for our Renown Office – only key reported to be w/ organizer. I met with Jessica and Ed of Leasing Office. One key is to

fit both locks however two different locks were found to be on the door; locks were replaced without knowledge of leasing office which is a violation; Screws were incorrectly placed when lock replaced.

- Natalie Hernandez (mail unopened, continuous decrease in membership, credit card receipts not submitted to Finance by Hernandez however file in office had copies of prior organizer faxing receipts to Finance 2014, UPS notices indicated three attempts to deliver however no one in office, PLAN next door indicated it has been a mystery as it appeared that no one had been in the office for the last year, Leasing office indicated no contact with any current employee of SEIU. SEIU paid employee to relocate to Reno however hotel receipts found as room in Reno charged for stay by Mr. and Mrs. Natalie Hernandez for what appears to be a few days to one week at a time on monthly basis. Natalie Hernandez did not respond to calls placed by me.
- President Mancini rarely responds to emails sent by me and other EBoard members. Questions requests for basic information by EBoard members. Concerns brought to my attention that President Mancini is meeting with county management, UMC and St. Rose Hospital with no notification or communication with elected leaders regarding meeting content and outcome.
- Organizational Chart prepared by the Urban Law Firm based on our current Bylaws. Previous Org Chart prepared indicated Peter as ED and no other At-Large Officer besides President Mancini on chart.
- President Mancini may no longer be eligible to be a member as she is being paid by SEIU and has been added to Group Insurance Plan negotiated by Staff Union. Employer is not being reimbursed by local as would be appropriate i.e. Public Sector allows employee to be released however member is still considered an employee, all leave requests and pay are provided by the employer and the employee member returns to their job upon completion of term.

- SEIU Newsletter - \$15,000 not approved by Executive Board; budget and content not reviewed
- Co – Mingling of Funds (Credit Card Statements of Dana and Peter)
- Directing staff not to provide information to members specifically E-Board members
- Healthy Chapter Reports
- Nurses do not appear to be receiving representation; review E-Board vacancies of Nursing Chapters in private sector.
- No response to correspondence from employers and letters in regard to legal matters which have now resulted in NLRB cases.
- President Mancini not following Bylaws regarding the election of Delegates to Conventions etc.
- President Mancini is instigating divide between private and public sector which is in violation of Oath of Office.
- Attended meetings and /or events on behalf of SEIU: General Membership Meeting, Clark County NEO, Meeting w/ Admin Services AD Alex Ortiz re member concerns – no LMC in Administrative Services. Steward and Organizer, Randy Peters

Remedy: Ad Hoc Committees - 1) Policy & Procedures as indicated in Bylaws to be adopted by the Executive Board 2) Interview /Hiring Panel

Rescind offer of employment for HR/Finance Director as selected by President Mancini however not approved by others on Interview Panel nor this EVP.

Terminate employment of staff – Peter Nguyen

Review employment of part time staff and Administrative Assistant; part time staff 5 = 1 full time staff based on entry level scale for admin staff. Information provided by Chris Mueller.

FMCS Training for Executive Board

MEMORANDUM

TO: SEIU Executive Board

FROM: Michael A. Urban, Esq. – The Urban Law Firm

DATE: October 26, 2016

RE: Investigation of Concerns Presented to Executive Board by Sharon Kisling on August 31, 2016

INTRODUCTION

At the August 31, 2016, Executive Board Meeting in closed session, Executive Vice President Sharon Kisling presented a written list of “concerns” regarding the business of SEIU Local 1107.

Through a poll of the Executive Board, our firm was directed to meet with Ms. Kisling and investigate the concerns raised by Ms. Kisling. Our office has met with Ms. Kisling and President Cherie Mancini and has received hundreds of pages of documents produced by Ms. Kisling and Ms. Mancini. This report is a summary of the findings by our office.

PRELIMINARY REMARKS

In looking into the “concerns” raised by Ms. Kisling, it has become very clear that there is an inherent “distrust” amongst the members of the Executive Board and the union officers and a breakdown of open communication. In order for SEIU Local 1107 to operate properly and efficiently, there must be changes to the policies of communication between the officers and members of the Executive Board, and a more transparent operation of the union in all areas.

It should also be mentioned that there are several sets of pending charges that have been filed with the International Union and with the Local that will need to run their course pursuant to the SEIU International Constitution and ByLaws and the SEIU Local 1107 Constitution.

LISTS OF CONCERNS RAISED BY SHARON KISLING

1. Direction to The Urban Law Firm by President/Members

While it is true that individual members should not give direction to union counsel on internal SEIU matters, the President of SEIU Local 1107 is certainly authorized to direct counsel on all matters affecting SEIU Local 1107 where legal opinion, action or correspondence is needed.



2. **SEIU Contracts -- Not reviewed and approved by the Executive Board.
Expired Lease Agreements**

While there were statements about expired lease agreements in Reno, Nevada, and with subtenants in the SEIU Las Vegas offices, we have not seen copies of those lease agreements.

Article 6, Section 11, of the SEIU Local 1107 Constitution does provide for the President to sign all contracts and agreements of the Local. However, Article 8 provides that the Executive Board is the governing body of the Local authorized and empowered to take all lawful actions. Section 2 of this Article provides that the Executive Board is to:

“approve the compensation, terms and conditions of employment for the staff of the Local Union; and approval of all contracts for services rendered such as legal, auditing of payroll services, benefit programs or office leases.”

We did not receive any information on Executive Board approval of several staff and independent contractor agreements, terms and conditions. None of these contracts were submitted to our firm for review.

Agreements

Krome IT

Marlene Lockard [Renewal for 2017]

Cheryl Bunch

Dolores Bodie

Bruce Boyens

Staff

Peter Nguyen

Dana Gentry

Robert Clarke (Agreement not provided)

John Archer

Andrea Bond

Copies of the contracts provided to our office are attached. See Exhibit 1.

3. **Negotiated Staff Union contract, legal matters, new staff positions, budget and spending, not brought to Executive Board**

See Explanation on Item No. 2 above. We did not receive any information on Executive Board approval of the new Staff CBA.

4. **Grievances and wage claims. Statements from released and terminated employees**

There are current NLRB charges (4), grievances (3), and wage claims (1) pending.

All of these matters are proceeding under the staff collective bargaining agreement (grievances) before the NLRB, and the Nevada State Labor Commissioner. Statements were provided. See **Exhibit 2**.

5. **Hiring Practices**

See Explanation on Item No. 2 above. No specific information on "rigged interviews" and alleged minority discrimination was made available. Emails on proposed interviews was produced. See **Exhibit 3**.

6. **Supervision and direction, or lack thereof**

No evidence of alcohol use at work was provided other than hearsay statements. Some questions were raised on spending by staff, Dana Gentry and Peter Nguyen and use of union credit cards for gas by staff with a vehicle allowance. No evidence of staff complaints was provided. No evidence of PTO accruals/deduction errors. Security breach and privacy breach were confirmed. See **Exhibit 4**.

7. **Reno Visa/Reno Office Issues**

Very serious (Department of Labor) and contract (Lease) issues in Reno as well as lack of organizing plan were established. No current lease for Reno space, months of unopened mail, no evidence of office use. Questionable expenses without sufficient documentation or expense reports. Question on dates and responsibilities of Natalie Hernandez. See **Exhibit 5** records and letter from Renown Health.

8. **Responses by President Mancini**

Concerns about responses to Executive Vice President. Emails and correspondence provided on responses to Executive Vice President, UMC and Clark County. Evidence was produced on these issues. See **Exhibit 6**.

9. **Eligibility of President Mancini as a member**

No valid information to support this claim was provided. Ms. Mancini pays for Dignity Health benefits. See **Exhibit 7**.

CERTIFICATE OF SERVICE

Clarke v. Service Employees International Union, et al.

Supreme Court No. 80520 and 81166

Case No. A-17-764942-C

I hereby certify that on this date 7th day of October, 2020, I submitted the foregoing **APPENDIX OF SERVICE EMPLOYEES INTERNATIONAL UNION AND CLARK COUNTY PUBLIC EMPLOYEES ASSOCIATION A/K/A SEIU LOCAL 1107, VOLUME 5** for filing and service through the Court's eFlex electronic filing service. According to the system, electronic notification will automatically be sent to the following:

Michael J. Mcavoyamaya 4539 Paseo Del Ray Las Vegas, NV 89121 Tel: (702) 685-0879 Email:Mmcavoyamayalaw@gmail.com	Evan L. James Christensen James & Martin 7440 W. Sahara Avenue Las Vegas, NV 89117 Tel: (702) 255-1718 Fax: (702) 255-0871 Email: elj@cjmlv.com
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/s/ Jonathan Cohen

Jonathan Cohen