

California Public Employment Relations Board <eperb@perb.ca.gov>

To: richard.brown7437@yahoo.com

Fri, Jan 13 at 4:07 PM

Richard Louis Brown,

Your filing has been submitted to California Public Employment Relations Board. Here are the details of your submission:

Submission Date: 01/13/2023 04:06:57 pm

Case number: 2642-PENDING

Documents Submitted:

20230113160554JANUARY132023PERBUNFAIRPRACTICECHARGEJUSTICEVSPO
LITICS.pdf

Reference Number:

Thank you for your submission.

California Public Employment Relations Board

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ePERB@perb.ca.gov <eperb@perb.ca.gov>

To: richard.brown7437@yahoo.com

Fri, Jan 13 at 4:07 PM

Richard Louis Brown,

Attached is copy of the new case filing you filed with the Public Employment Relations Board. Document:
Unfair Practice Charge

Please comply with any Service requirements. **Note:** The ePERB Portal does not serve parties for initial case filings.

Thank you,

California Public Employment Relations Board.

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01/13/23 16:06 PM

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE: Case No:

Date Filed: 01/13/2023

INSTRUCTIONS: File the original and one copy of this charge form in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached to each copy. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES ☐ If so, Case No NO ☒

1. CHARGING PARTY: EMPLOYEE ☒ EMPLOYEE ORGANIZATION ☐ EMPLOYER ☐ PUBLIC¹ ☐

a. Full name: Richard Louis Brown
b. Mailing Address: 3225 43rd Street, Sacramento, CA 95817
c. Telephone number: (408) 207-2339
d. Name and title of agent to contact: Richard Louis Brown E-mail Address: richard.brown7437@yahoo.com
Telephone number: (408) 207-2339 Fax No.:
e. Bargaining Unit(s) involved: 1, 3, 4, 11, 14, 15, 17, 20, 21, and State Bar

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION ☒ EMPLOYER ☐

a. Full name: Union of California State Workers dba SEIU Local 1000
b. Mailing Address: 1808 14th Street Sacramento, CA 95811
c. Telephone number: (866) 471-7348
d. Name and title of agent to contact: Anne Giese, SEIU Local 1000 Chief E-mail Address: AGiese@seiu1000.org
Counsel
Telephone number: (866) 471-7348 Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name: Union of California State Workers dba SEIU Local 1000
b. Mailing address: 1808 14th Street Sacramento, CA 95811

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:
b. Mailing Address:
c. Agent:

5. GRIEVANCE PROCEDURE

¹An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569

Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☐ No ☒ Unknown ☐

PERB Received
01/13/23 16:06 PM

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- ☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☒ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Millas-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Pub. Utilities Code, § 99560 et seq.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:
Dills Act 3512 et seq

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are (***a copy of the applicable local rule(s) MUST be attached to the charge***):

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. (*Use and attach additional sheets of paper if necessary.*)

I am filing this unfair practice charge against Local 1000 for removing me as the Local 1000 President at the 1-7-2023, Special Board Meeting based on a biased & intentionally flawed report/recommendations. See attached 357 page pdf. I seek as the remedy of being immediately restored as the Local 1000 President with my full powers along with invalidating all Local 1000 actions since February 27, 2022.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief. (A Declaration will be included in the e-mail you receive from PERB once you have completed this screen. The person filing this Unfair Practice Charge is required to return a properly filled out and signed original Declaration to PERB pursuant to PERB Regulations 32140 and 32135.)

Richard Louis Brown
(Type or Print Name)

/s/ Richard Louis Brown
(Signature)

01/13/2023
Date



PERB Received
01/13/23 16:06 PM

STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

INSTRUCTIONS: File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE?

YES

☐

If so, Case No.

NO

☒

1. CHARGING PARTY: EMPLOYEE ☒ EMPLOYEE ORGANIZATION EMPLOYER PUBLIC¹

a. Full name: Richard Louis Brown

b. Mailing address: 3225 43rd Street
Sacramento, CA 95817

c. Telephone number: 408-207-2339

d. Name and title of person filing charge: Richard Louis Brown
Local 1000 Board of Director
Telephone number: 408-207-2339

E-mail Address:
richard.brown7437@yahoo.com

e. Bargaining unit(s) involved: 1, 3, 4, 11, 14, 15, 17, 20, 21, and State Bar

2. CHARGE FILED AGAINST: (mark one only)

EMPLOYEE ORGANIZATION

☒

EMPLOYER

☐

a. Full name: Union of California State Workers dba SEIU Local 1000

b. Mailing address: 1808 14th Street, Sacramento, CA 95811

c. Telephone number: 866-471-7348

d. Name and title of agent to contact: Anne Giese - Chief Counsel
Telephone number: 866-471-7348

E-mail Address: AGiese@seiu1000.org

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name: Union of California State Workers dba SEIU Local 1000

b. Mailing address: 1808 14th Street, Sacramento, CA 95811

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

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5. GRIEVANCE PROCEDURE

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Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☐ No ☐ Unknown ☒

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- a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)
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- ☐ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ One of the following Public Utilities Code Transit District Acts: San Francisco Bay Area Rapid Transit District Act (SFBART Act) (Pub. Util. Code, § 28848 et seq.), Orange County Transit District Act (OCTDA) (Pub. Util. Code, § 40000 et seq.), Sacramento Regional Transit District Act (Sac RTD Act) (Pub. Util. Code, § 102398 et seq.), Santa Clara VTA, (Pub. Util. Code, § 100300 et seq.), and Santa Cruz Metro (Pub. Util. Code, § 98160 et seq.)
- ☐ The Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act (TEERA) (Supervisory Employees of the Los Angeles County Metropolitan Authority (Pub. Util. Code, § 99560 et seq.)
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)
- b. The specific Government or Public Utilities Code section(s), or PERB regulation section(s) alleged to have been violated is/are: Unknown ☐
- c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge):**
- d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)* See attached ☒
- I am filing this upc against Local 1000 for removing me as the Local 1000 President at the 1-7-2023, Special Board Meeting based on a biased & intentionally flawed report/recommendations.

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on January 23, 2023

at Sacramento, California (Date)
(City and State)

Richard Louis Brown - Local 1000 Board of Director
(Type or Print Name and Title, if any)

Richard Louis Brown
(Signature)

Mailing Address:

E-Mail Address: richard.brown7437@yahoo.com

Telephone Number: 408-207-2339

PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Sacramento,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is 6540 Chesterbrook Drive, Sacramento, 95758

On January 13, 2023, I served the Unfair Practice Charge
(Date) (Description of document(s))

For Richard Louis Brown in Case No. UNKNOWN.
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- ☐ placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- ☒ personal delivery;
- ☐ electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. *(May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)*

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)
Union of California State Workers dba SEIU Local
1000 - Chief Counsel Anne Giese
(AGiese@seiu1000.org), 1808 14th Street,
Sacramento, CA 95811. Local 1000 agent, Yuri
Kvicho, accepted delivery of Richard Louis Brown's
Unfair Practice Charge against Local 1000 for his
removal as the Local 1000 President.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on 1-13-2023,
(Date)
at Sacramento, California.
(City) (State)

Howard Woods

(Type or print name)

Howard Woods

(Signature)

I, am humbly seeking immediate relief/justice from the Public Employment Relations Board (PERB) for immediate reinstatement as the Local 1000 President with full powers along with invalidating all Local 1000 actions and changes since February 27, 2022, within 30 days upon receipt of this written complaint with this filing of an unfair practice charge for political, corporation and racial violations/discrimination against my protected activity of fulfilling my duties as the duly elected Local 1000 President. (See **Exhibit A** - Timeline, **Exhibit A1**-2018 Bylaws and, **Exhibit A2**-2020 Policy File (PF)). This is my **third** PERB complaint since December 1, 2022 (first and second complaints are for Local 1000's deliberate denial of my requested information as a Local 1000 Board of Director). **PERB must address this issue (0)** It should be noted that my **first** PERB complaint was not answered within 30 days by Local 1000 but yet the Keri Steele who is representing Local 1000 informed me in late December of 2022 that Local 1000 was given an extension till January 23, 2023, but PERB never informed me of this extension that I vigorously objected. As a Local 1000 Board of Director I am filing this **third** PERB complaint **based** on the fact that Local 1000 has caused me immense mental suffering and despair by wrongly removing me as the Local 1000 President on January 7, 2023, based on a biased and intentionally flawed Hearing Officer Report and Recommendations from an allegedly independent Neutral Hearing Officer (NHO) Homer La Rue that was a result of a HR1 filed against me. **PERB must address this issue (1)** - As a Local 1000 Board of Director I was not allowed to ask questions at this January 7, 2023, Local 1000 Emergency Special Board Meeting and I was not allowed to observe this meeting after I was asked to make a 2 minute statement. This violates the California Corporations Code § 7211 for a Board of Director participation along with violating the Local 1000 Policy File 9.0.00 DISCIPLINE which the reoccurring theme and applied practice for Local 1000 in its efforts to remove me from office. **PERB must address this issue (2)** - Local 1000 purposely leaked the Hearing Officer Report and Recommendations to SacBee which violated the Local 1000 Policy File 9.0.05 Procedure for Institution of Discipline "...The findings of the hearing panel or hearing officer shall be confidential..." in order to humiliate me and influence the Board to vote against me. Local 1000 hired and paid NHO La Rue to choose politics over justice and to ignore the facts regarding the meritless allegations that were filed against me by Vice President (VP) Anica Walls and member, Michael Gus. **PERB must address this issue (3)** - NHO La Rue refused to allow my 65 witnesses to testify that would have shown that this was an orchestrated situation so he only allowed 10 to

testify because he had already predetermined my guilt. NHO La Rue refused to provide that the hearing be open after I lost my attorney and he refused to provide the zoom videos from this hearing because it shows his unprofessionalism and bias because he had already predetermined his recommendations as he was paid to do by Local 1000. **PERB must address this issue (4)** - This political hiring was further reinforced by the fact that I have asked on six different occasions (June 7, 2022, June 9, 2022, June 10, 2022, July 3, 2022, August 12, 2022, and November 23, 2022 - see **Exhibit A3**) to no avail for Board of Directors' information from March 2022, through December 2022, as a Board member. This is Local 1000's deliberate and predetermined effort and attempt to remove me from office based purely on political and racial reasons which violates my rights to participate in a union per the Ralph C. Dills Act (Dills Act) Section 3515 and violates numerous California Corporations Codes including California Corporations Code 8333. **PERB must address this issue (5)** - There was absolutely no effort by the Local 1000 leadership to work with me, nor was there any progressive written correspondence over a period of time from the Local 1000 Board of Directors on how they could help me implement my 10 Point Platform that the voters wanted implemented OR if they were dissatisfied with my leadership. Justice must be rendered over politics in order to preserve democracy within Local 1000 so my reinstatement with my full powers must be done as soon as possible.

Therefore I must seek the unique powers of PERB to *supremely* act fully within its normal capabilities and legal authority under the Ralph C. Dills Act (Dills Act) Section 3515 (but to take the effort to go above and beyond the minimum required) to cure the "cancer of racism and money/political power pathology" that now is threatening to publicly destroy the voters' voices within Local 1000 - the largest public sector union for State employees in our golden state. Section 3515 states the following "Except as otherwise provided by the Legislature, state employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations. State employees also shall have the right to refuse to join or participate in the activities of employee organizations, except that nothing shall preclude the parties from agreeing to a maintenance of membership provision, as defined in subdivision (i) of Section 3513, or a fair share fee provision, as defined in subdivision (k) of Section 3513, pursuant to a memorandum of understanding. In any event, state employees shall have the right

to represent themselves individually in their employment relations with the state.” (*Amended by Stats. 1990, Ch. 1522, Sec. 2.*) We understand the June 27, 2018, Janus decision eliminated the fair share fee issue. As the first U.S. Supreme Court African-American Justice, Thurgood Marshall said so aptly “What is the quality of your intent? Certain people have a way of saying things that shake us at the core. Even when the words do not seem harsh or offensive, the impact is shattering. What we could be experiencing is the intent behind the words. When we intend to do well, we do. When we intend to do harm, it happens. What each of us must come to realize is that our intent always comes through.” The intent of this “cancer of racism and money/political power pathology” is to destroy the voting power of the Local 1000 membership (participation in activities aka voting is being intentionally violated/ignored) irreparably harms the institution of voting as a whole. It quite compelling that NHO La Rue’s habitual avoidance algorithm of the facts is completely understandable when one appreciates that his 35 plus years of “paid” political arbitration is exactly why Local 1000 chose this legal scholar in order to remove me as the duly elected Local 1000 President and silence the voice of the membership. This completely and comprehensively violates my ability to participate in my union so I hope PERB will not succumb to political pressure and undue this great injustice.

These are the straightforward facts that NHO La Rue intentionally refused to acknowledge when he rendered his intentionally biased report to remove me from office. **PERB must address this issue (6)** - NHO La Rue refused to recognize the powers of the Local 1000 President to run the day to day operations for Local 1000 and deliberately misconstrued my words when I communicated to others regarding Local 1000 matters. A quick example is NHO La Rue referring to me removing Carolyn Alluis in his Gus summary stating “ChdP-Brown Removed Ms. Alluis from the COPE Committee in Retaliation for Her Criticism of the December 31, 2021 Proposed Budget” because I did not mention this removal in my summary as NHO La Rue’s reason to find me guilty is absurd. The duly elected Local 1000 President can remove anyone from any committee that he or she has appointed. NHO L a Rue refused to recognize that it is stated in the Local 1000 Policy File 5.0.00 COMMITTEES

“(b) Committee appointments: (1) Unless otherwise provided by the Bylaws or this Policy File,

appointments to any standing, special or ad hoc committee or task forces shall be made by the President from the membership of Local 1000, subject to disaffirmation of the Local 1000 Board of Directors. The appointments shall be effective on the date(s) specified by the President. The President shall attempt to appoint members to no more than one committee, and appoint members from all areas of the state and representatives from each bargaining unit.”

I simply removed Ms. Alluis because I had inadvertently appointed her to more than one human rights committee. Please see **Exhibit A4** regarding members, Derick Roque and Ebie Lynch being removed by from committees by Local 1000 leadership after I was illegally suspended on February 27, 2022 but NHO La Rue refused to acknowledge this fact!

NHO La Rue relied on his personal feelings and bias against me in order to prejudice the Local 1000 Board of Directors to remove me from office. For example in his Walls summary report he states “The fact that ChdP-Brown invited Board members to his home for a fight or confrontation was clearly abusive. Equally abusive was ChdP-Brown’s threat to check the credit scores of Board members who disagreed with his budget.” is NHO La Rue’s personal feelings that is not based on fact. **PERB must address this issue (7)** - I never invited anyone to a fight at my home nor did I threaten to check the credit scores of Board members but I was taken out of context when I simply suggested that anyone should look closely at Board member’s financial background to see if their professional behavior and decisions mirrored their personal financial decisions or was the Board simply playing politics in regards to NOT passing the budget. Please see **Exhibit A5** regarding the Local 1000 Board playing politics in the ratification of the new UAW Local 2350 contract for Local 1000 rank and file employees at the Local Board of Directors’ Special Meeting on August 30, 2021. At this Special Board Meeting DLC 752 President/Board of Director, Kevin Healy tried to unethically derail my efforts as the Local 1000 President and solidly prove that there was a calculated effort to remove me from office.

NHO La Rue continued his predetermined and personal bias against me when he stated in his Walls

summary “NHO La Rue and ChdP-Brown was one of the colluders and schemers involved in the March 5th takeover and became one of the leaders once he arrived on site. ChdP-Brown, moreover, condoned and ratified the occupation by his conduct on March 5th through March 10th.” **PERB must address this issue (8) -** There is absolutely no facts that show that I colluded and schemed with the March 5, 2022, member-led protest. He continues to try to valid this particular highly speculative finding with more negative portrayals of my leadership but yet he fully fails to acknowledge the facts that 1) Local 1000 did not file any criminal complaints filed against me for trespassing or for stealing Local 1000 property, 2) No one knew who was in charge of Local 1000 on March 5th, 2022, 3) Local 1000 was able to only get a TRO because I was not able to fully contest the TRO in court because I did not have adequate legal counsel because Local 1000 have removed my legal counsel that was thoroughly versed in what certain Local 1000 leaders were attempting to do – remove me from office as president, and 4) Local 1000 removed the videos from March 5th, 2022, that showed that member, Vincent Green attacked fellow member, Gerrilee Fisher, at the Local 1000 Headquarters building at the front door yet false photos were submitted into evidence by Ms. Walls per the testimony of Darin Stahl. It should be duly noted that on March 5th, 2022, Local 1000 members freely entered the building, and I was NOT present at the time that the initial entrance to the building occurred. I did not willfully or intentionally seize control of the Local 1000 HQs on March 5TH, 2022. My video with the SacBee Newspaper and with Fox 40 on this day clearly illustrates that this member-led protest event was not planned. In fact, the police came and stated it was only a civil situation - **no one was arrested. PERB must address this issue (9) -** Chief Counsel, Anne Giese, stated in writing in her office (see **Exhibit A6**) that there was no occupation of Local 1000 HQs in front of me, and members, DLC 792 President, Jack Dean and former DLC 746 President, Ron Rosson which they can provide written statements upon request. However, Ms. Giese did not immediately send out an email to membership as she promised to inform membership that there was not any break in at Local 1000 on March 5th, 2022. NHO La Rue willfully chose to ignore this incredibly important fact regarding Ms. Giese’s statement regarding March 5th, 2022, which she freely made with the Sacramento Police Department present at Local 1000 headquarters for this agreement so Ms. Giese is perfectly safe during this member protest event.

NHO continues his shortsightedness by stating that I gave twelve (12) holidays is incredibly and factually not true. **PERB must address this issue (10)** - As the Local 1000 President running day to day operations I gave staff additional time off around the holidays in order to increase morale. To be clearer on this additional time off I attempted to create a new culture of excellence by first building solidarity with staff. Since they had never been recognized nor respected for over 13 years, I awarded them with time off in 2021 around certain holidays. However, it was without sufficient notice, so, on January 20, 2022, I had an email sent to staff giving staff NOT 12 additional “solidarity” days but 7 additional “solidarity” days - 2 of these days are 1/2 days-off, and fall either before or after a holiday. The 3 VPs never communicated to me in any form about their displeasure about giving staff “solidarity” time off. As the Local 1000 President running the day to day operations I did this act of gratitude so that the staff could better plan their time-off which they traditional would spend with their families. Historically, other organizations would give this time-off to their staff at the last minute. However, I wanted to afford them the ability to plan things, such as flights and driving agendas more effectively. I was creating a new culture for Local 1000 and doing so with methods that would not have any financial impact on the budget because salaries are pre-budgeted for 3 years. My executed plan did not create any extra cash expenditures to our budget. What it did create was positive word-of-mouth advertising - even though Local 1000 doesn’t pay rewarding salaries like other public sector unions, we can offer other rewarding benefits.

NHO La Rue was complicit to the conspiracy /plan to remove me from office by contributing to the underlying crime in finding me guilty of the meritless allegations of wrongdoings. **PERB must address this issue (11)** - He failed to mention that VP Walls could not produce a single witness to collaborate her 10 baseless allegations against me. So NHO La Rue cleverly mentions that Guss’ witnesses, Pam Castro, Vincent Green, Frank Askin and Carolyn Alluis, but he refused to listen to the facts that these individuals all had an axe to grind against me which is proven by their posts my social media Facebook page at RL Brown and by video. NHO La Rue refused to allow the use of social media be entered into evidence. NHO La Rue did not mention that I was unavailable to attend the May 31, 2022, hearing for Guss and my former attorney, Rodney Diggs,

who attended this hearing, resigned from being my attorney on June 8, 2022, for financial reasons. **PERB must address this issue (12)** - NHO La Rue was so biased that he stated that in his Guss summary that “ChdP-Brown Referenced ChP-Guss’ Religion with the Intent to Target and Intimidate ChP Guss.” but refused to listen to the whole November 17, 2021, “Local 1000 Listens to You” video that clearly shows that I was NOT trying to target and intimidate Mr. Guss or his religion. One of my assistants in my HR1 hearing, Derick Roque, is of the same religion (Judaism) as Mr. Gus, which NHO La Rue was clearly aware of due to having to schedule hearings around Jewish holidays for Mr. Roque so for NHO La Rue to state that I was being unfair to Mr. Guss based on his religion is a complete fabrication. Please see a compilation of full videos that were already introduced in prejudicial clips as evidence by Mr. Guss that clearly contradict his baseless allegations of me bullying him and others at <https://youtu.be/8HA2QgGo-VM>.

NHO La Rue cleverly tries to hide his bias and predetermined attitude against me by stating in his Walls; summary that “These facts plainly demonstrate that ChdP-Brown threatened to discipline staff including Ms. Snodgrass for communicating about their jobs with Local 1000 officials such as ChP-Walls. Such threats are, by definition, unwarranted and obstructed the administration of Local 1000. ChdP-Brown grossly abused the authority of his office by these actions.” **PERB must address this issue (13)** - First, NHO La Rue refused to entertain the fact that Ms. Walls had a problem dealing with reality when it came to understanding the duties of the 3 VPs as described in the Policy File. Ms. Walls said in her 2021 campaign “Shop Talk” video that the former Local 1000 President (Yvonne Walker) locked her out of office, didn’t allow her to do 90% of her job, and wrote her up for giving unauthorized information to the Board. **PERB must address this issue (14)** - Ironically I had to suspend the 3 VPs including Ms. Walls of their official duties as clearly stated in their HR1 and suspension letters given simultaneously on February 25, 2022, for leaking confidential information and supporting the illegal October 16-17, 2021 vigilante justice “coup” Board meeting at the Sacramento Democratic headquarters building that was centered on creating an illegal “Chair” position that will have all the powers of the Local 1000 President except for authorizing union leave! But true to form Ms. Walls quickly retaliated against me by getting the other 2 VPs to agree to suspend me on February 27, 2022, with their own

suspension letter with the PERB letter coming afterwards around March 8, 2022, and revised on March 16, 2022, which violated the Local 1000 Policy File procedural process 9.0.05 Procedure for Institution of Discipline. **PERB must address this issue (15)** - Under the Local 1000 Policy File there was no independent arbitrator clause when the 3 VPs enacted their retaliatory suspension me nor did I have a hearing within 30 days of this retaliatory suspension.

Facts can only offer a limited view on complex situations so one must know the background regarding the facts to truly understand a situation and its mitigating factors in order to discover the answer to a problem or allegation. Local 1000 is a complex situation based on political power and intrigue so let me offer a quick review which will illuminate why Anica's HR1 allegations are a complete sham! For the last couple of decades information has moved faster and farther than ever before, all thanks to the internet. Yet, the inter-webs so called intellectuals make no distinction between fact and fiction, and in many instances assist bad information in traveling faster. Today, a person's credibility is judged by their social media presence or how many followers they have instead of their character and soundness of arguments. This spells really bad news for people of color regardless of the facts!

PERB must address this issue (16) - As the Local 1000 President I was ensuring that the day to day operations were being run according to my leadership so text messages to my Chief of Staff, Donna Snodgrass, were intended to convey this message due to the Ms. Walls was attempting to sabotage my duties as the Local 1000 President. NHO La Rue would not address the fact that I was creating a new culture by ensuring membership's needs were met and holding staff accountable for intentional mistakes and negligence. This was not something the staff was used to encountering so there was a slight learning curve in the beginning. I did not berate staff on my February 23, 2022, video and I did not move any furniture, so people were not gasping for air. The discussion on February 23, 2022, on video with the Communications Director, Brian Nash, was a normal conversation between the two of us. In fact, Mr. Nash sent me an unsolicited "apology" email the following morning regarding his unprofessional behavior from the previous evening-see Mr. Nash's "apology"

From: Brown, Richard

To: Nash, Brian

Cc: Richard Brown

Subject: RE: Local 1000 Listens to You

Date: Thursday, February 24, 2022 11:12:00 AM

Brian,

Thank you for this email! Richard 7437

From: Nash, Brian <BNash@SEIU1000.org>

Sent: Thursday, February 24, 2022 8:55 AM

To: Brown, Richard <RLBrown@SEIU1000.org> Richard Brown <richard.brown7437@yahoo.com>

Subject: Local 1000 Listens to You

Boss –

I posted your Local 1000 Listens to You PPT last night when I got home. I am working on the CalHR letter now.

Couple points I want to clarify:

1. I was in the wrong last night and I owe you an apology. I should have said it to your face, but I was still up in my feelings.
2. My colleague Jim O'Donnell did not participate in the UAW protests. He has shown up and worked every day this week.

Brian Nash

Director of Communications SEIU Local 1000

1808 14th Street Sacramento, CA 95811

cell: 312.968.1068

Please see **Exhibit C1** regarding Local 1000 Communications Director, Brian Nash, sending unauthorized

emails and be given a written counseling memo for hiding vital information from me regarding DLC 744 President, Bill Hall, trying to get Mr. Nash to send an unauthorized email to membership stating that Mr. Hall was the new “Chair” of the Local 1000 Board of Directors. This is just one of many instances of Local 1000 staff attempting to sabotage my leadership in coordination with Local 1000 leaders but NHO La Rue had already made up his mind in determining what the “facts” were regarding my case!

PERB must address this issue (17) However, NHO La Rue was paid handsomely to deliver a verdict to remove me from office as president and suspend my stewardship by hypocritically stating in his Hearing Officer Report and Recommendations summary “This was because the attempted suspensions of the Vice Presidents did not comply with the procedural due process requirements of the state law. The Vice Presidents had not been given fifteen (15) days’ notice of the proposed suspensions, nor an opportunity to be heard as required by the California Code.” Yet I was never given this fifteen (15) days’ notice per the California Code § 7341 when the 3 Vice Presidents (VPs) enacted their retaliatory suspension of me because NHO La Rue did not allow fairness or reason to enter his mind when adjudicating my hearing. **PERB must address this issue (18) - HOWEVER –** The 3 VPs were given a 15 day notice of suspension (**141 day notice**) of their duties for supporting or attending the October 16-17, 2021, illegal Board meeting-see **Exhibit J**. NHO La Rue refused to acknowledge this advanced 141 day notice for the 3 VPs although he admitted that my hearing was being conducted under the Local 1000 Policy File before the Policy File and Bylaws were illegally changed starting on March 5, 2022. NHO La Rue **refused** to acknowledge the fact that I was not afforded the opportunity to challenge his appointment. This is a violation the Policy File 9.0.05 Procedure for Institution of Discipline that states the following:

“(f) The charging party and the charged party shall each have the right to one preemptory challenge. Any hearing panel member so challenged shall be replaced immediately by the President.”

PERB must address this issue (19) - The most important and **first fact** that PERB must clearly

address is that according to Zachary Smith of Weintraub Tobin ((916) 558-6000) and according to the Local 1000 Policy File, I properly suspended the 3 VPs, David Jimenez, Anica Walls, and Irene Green, on February 25, 2022 for their detrimental actions but I did NOT suspend their membership! As the Local 1000 President I acted in good faith in my performing my duties which is stated in the Policy File 9.0.03 Suspension of Member that states the following:

“When, in the opinion of the President, the actions of the member are such as to impose an immediate threat to the welfare of Local 1000, the President may summarily suspend the member until the procedures established in the Policy File are concluded. If written charges are not filed within ten days, the suspension shall be terminated.”

PERB must address this issue in its entirety (20) - First, the 3 VPs are members and therefore covered under this section. **Second**, the 3 VPs were openly disclosing confidential information and colluding to dismantle the union’s democratic system of governance in order to illegally institute their own governing policy AND leader. **Third**, the Policy File does not contradict California Corporations code § 7341 in that it clearly establishes that the member’s ability (or license) to **act** on behalf of the Union has been suspended. **Fourth**, only a member who can act on behalf of the union, would be able to cause such harm to the Union, that his/her license to act would have to be immediately suspended. A person receiving regular membership privileges (i.e. the right to vote, CSEA benefits, etc.) would not have the ability to cause the type of great detrimental harm to the Union that would necessitate immediate suspension of that member’s ability to act. **Fifth**, only members who hold authority (i.e. stewards, board members, vice presidents, etc.) could cause the union such detrimental harm necessary to cause the Union to immediately suspend their ability to act – in order to mitigate the harm being caused to the union. **Sixth**, 9.0.02 (a) states “Local 1000 has **exclusive responsibility** over discipline of its members.” Out of the different types of members that are represented by Local 1000, only those members who hold positions of authority can be truly disciplined under section 9.0.02 (l)’s disciplinary charges: (i). Rejection of charges, (ii). Reprimand, (iii). Suspension from elected office within Local 1000; (iv) Removal from elected

office within Local 1000, (x) Other action Local 1000 deems appropriate. So, an HR1 can only be instituted against someone with the license to be a representative of Local 1000 and therefore a summary suspension can only be applied to a member who holds a licensed position (i.e. a steward, or a member in an appointed or elected position). I will restate what I have previously stated in my HR1 reconsideration for Order No 11 for NHO La Rue. I am highlighting the fact that I fulfilled my legal obligations of prior notice per California Corporations Code § 7341 to the Local 1000 Board of Directors on or about October 7, 2021. I accomplished this when I sent, by registered mail, Notices of Action to each Board members' address of record. These notices informed each Board member they were subject to disciplinary action (to include suspension) if they acted in support of the illegal Board meetings held October 16-17, 2021, which was improperly initiated by Board Member and DLC 744 President William (Billy) Hall.

PERB must address this issue of a summary suspension below (21):

So what is a summary suspension? The website www.lawinsider.com defines summary suspension as “the immediate suspension of a permit issued by the state regulatory authority without the permit holder being granted the opportunity to contest the action prior to the effective date and time of the suspension, pending administrative proceedings for suspension, revocation, or other actions deemed necessary by the department.”

In other words, the Policy File has its own internal Temporary Restraining Order (TRO) in the form of a Summary Suspension order by the Union President. The Policy File clearly gives the authority to the Union President to immediately initiate disciplinary action on behalf of the Union, and in the President's judgement, during emergency situations, render quick action to protect the Union. I quickly and decisively managed the immediate threat presented by the 3 VPs (discussed in the second point above) and summarily suspended them from any further action which could posed great threat to the integrity of the Union. As defined above, a summary suspension only holts the license of the 3 VPs to act on behalf of the Union, pending the initiation and completion of the internal disciplinary procedures outlined in the Policy File Division 9.0.05.

PERB must address this issue (22) - The opposing counsels state that the Policy File is clear about allowing for suspension of the President, **regardless** of the California Corporations Code § 7341 requiring a 15-day notice by stating that my membership was not suspended but opposing counsel refuses to acknowledge that I did NOT suspend the membership of the 3 VPs. **PERB must address this issue (23)** - The opposing counsel also purport that the President cannot immediately suspend a Board member - even for detrimental conduct to the union because it violates California Corporations Code § 7341 in that PF Div. 9.0.03 refers to the suspension of a member's membership (See **Exhibit A3** and **Exhibit A4** – again the 3 VPs' membership was never suspended) and therefore must provide for the 15 day notice required in California Corporations Code § 7341. **PERB must address this issue (24)** - HOWEVER – The 3 VPs were given a 15 day notice of suspension (**141 day notice**) of their duties for supporting or attending the October 16-17, 2021, illegal Board meeting-see **Exhibit J**. **PERB must address this issue (25)** - The opposing counsel and Anica Walls are incorrect in their interpretation of the Policy File. Policy File Section 9.0.03 is the mechanism for the President to suspend ANY member's **actions** or **duties** as it relates to the Union through the internal TRO of a Summary Suspension Order. This fact is solidified in that The Policy File also gives the identically worded authority to the rest of the Executive Committee, if the actions that were viewed as detrimental to the Union where being committed by the President. In keeping with the of foundation of Division 9.0.02(a)'s purpose, "Local 1000 has **exclusive responsibility** over the discipline of its members," the Policy File clearly outlines a procedure for discipline of ALL of its members; to include the individual who is vested by the Policy File to initially determine the validity and severity of charges brought against a member – the President. So in 9.0.03 the Policy File summarizes what actions can be taken to protect the Union from an immediate and grave threat, as well as who is authorized to make the determination of the severity of the charged parties actions. In keeping with the nature of Policy Files Division 9.0.02 (a), Policy File Division (PF Div.) 9.0.04 outlines who is authorized to make the determination of the severity of the actions and initiate immediate action if the member who is charged is the Union President. Division 9.0.04 closes the loop and fully validates the statement made in PF Div. 9.0.02, "Local 1000 has **exclusive responsibility** over discipline of [ALL] its members" - which includes the highest office within Local 1000: the President.

incorrect assertion that **only** the President's duties can be suspended through the Policy File due to Division 9.0.04 specifically stating the title of the President is erroneously prejudicial. PF Div. 9.0.03 has nearly identical language which summarizes the suspension procedures for all members, to include the President. However, seeing as there is an obvious conflict of interest in having the President be the determining authority when charges are brought against her/him, PF Div. 9.0.04 answers the question of the conflict. The three VPs committed multiple procedural and prejudicial errors in the application of Policy File Division 9.0.05 'Procedures for Institution of Discipline'.

PERB must address this issue of four procedural errors (27) - The first prejudicial procedural error is in their erroneous interpretations of the Policy File's language; one of which is described in the previous paragraphs.

The **second** procedural error is in the violation of PF Div. 9.0.05(a), which clearly states that the **first action** that **must occur** is the filing of charges **in writing on a Form HR1** (Form Hearing Request 1) with the President or "unless said charges are filed against the President, in which case charges shall be filed with the Vice President/Secretary-Treasurer. As testified to by Anica Walls and the other two VPs, the written HR1 requirements needed to initiate ANY disciplinary actions prior to a summary suspension being initiated (as outlined in PF Div. 9.0.05(a)) was not completed until approximately eight days after the VPs' very public and retaliatory suspension of me, the Union President.

The **third** prejudicial procedural error that the VPs violated in PF Div. 9.0.05 (a) is that, "The member filing the charges must... substantiate the charges, and present the facts supporting them..." The facts that were presented never outlined exactly how the purported actions were in clear violation of the Union Policy Files and/or Bylaws. What was presented were innuendos in support of their belief of how I, the President, should run everyday operations. However, those are opinions and not factual evidence of wrong doing. What the VPs

failed to relay over the facts outlined in the Policy File which clearly show that I operated well within the scope of authority that is vested in my position, as the Union President. They failed to point out that in keeping with my fiduciary duties, I must put the needs of the Union above the wants of the VPs to be immediately informed of all my decisions. As the President, there are times that necessitate that I restrict the sharing of information in order to protect the Union's interest. Restricting the sharing of legal information during an active case is common practice in our most corporations and is not factual evidence of wrong doing. The Anica Walls' assertion that she was not able to make decisions because of she did not have knowledge of facts pertaining to pending lawsuits misleading (to say the least). There weren't any decisions for her to make. In fact, PF Div. 3.0.03(c) (3) states, "Assisting the President in administering the duties of Local 1000." - Which is the only sentence that mentions any duties at the Local level. In that one sentence she serves at the need of the President and not the other way around. Mrs. Walls' principle duties are embedded in the oversight of the District level governance, and not the State-level governance of the day-to-day Local 1000 operations. Please reference PF Div. 3.0.03 (c) (1-7). The egregious behavior of Mrs. Walls is also shared with the other VPs that lead to the 3 VPs retaliatory suspension and HR1 charges calls into question the legitimacy of the votes on May 24, 2022, and the confidence the Board of Directors has in its President because of the baseless allegations of wrongdoings.

This impact has caused low member participation along with an incredible decline in membership that SEIU International has sent two of its employees, Eliseo Medina and Scott Washburn, to assist Local 1000 in building membership. Please see below the email sent by VP David Jimenez.

Per Mr. Jimenez's February 24, 2022, email at 11:09am.

“• A unilateral directive was issued late last week to the URC Staff notifying them of changes that would take place immediately. Since then there have been modifications but there is still MUCH confusion over who is to act and when.

- Legal matters have escalated and Local 1000 is faced with four lawsuits. The Executive Committee is being

PERB Received
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intentionally excluded when there is an obvious conflict of interest.

It is these two reasons we reached out to VP Irene Green on Tuesday. Irene expressed that this information was not totally new to her but she would need time to process the information and was not willing to sign on for suspension. In spite of the latest developments:”

This clearly shows that the 3 VPs suspended me for two baseless reasons. First I made the decision as the Local 1000 President to have staff become more accountable for their work for our represented employees by contacting DLC Presidents when working in their DLCs since a survey revealed a high level of customer dissatisfaction with the grievance process with our represented employees. A second email was sent out to clarify this issue so there was not “MUCH” confusion. Second, the Executive Committee (Anica Walls and David Jimenez) knew about 3 of the 4 lawsuits while Irene Green knew about all 4 lawsuits. I as the Local 1000 President had not yet had the opportunity to discuss the 4th lawsuit with the Executive Committee due to my pressing workload and I was trying to prevent confidential information from being leaked out to the public.

The **fourth** prejudicial procedural error committed by the three VPs is their summary suspension of the President prior to completing and submitting a completed HR1 packet (with supporting documentation) to the Secretary/Treasurer for official review. It is during this initial review of the completed HR1 packet that the President (or if the charges are against the President, the VP Secretary/Treasurer) would determine the validity and severity of the charges posed against a member. These procedures are identical to the requirements for requesting a hearing in a normal court of law; the official request, and all the supporting documents for the request, must be submitted to the judge for initial review and it is during this initial review process in which the judge grants or denies the hearing and TRO (Summary Suspension).

The opposing party **misrepresents** PF Div. 9.0.04’s language, which reads, “...If written charges are not filed within ten days, the suspension is terminated”. Their **failure** to understand that PF Div. 9.0.04 is a

summary paragraph outlining multiple requirements for institution of a summary suspension of the member's duties created multiple missteps in the 3 VPs application of PF Div.9.0.04. In fact, the 10 days that is stated in PF Div. 9.0.03 and 9.0.04 is in reference to PF Div. 9.0.05 (j) in that after the conclusion of the preliminary investigation, "the hearing panel or hearing officer shall report to the President, or to the Vice President/Secretary-Treasurer if the charges are against the President, no later than ten days after the completion of the hearing." This outlines the duration of the summary suspension of the member and ensures that if official charges are not confirmed in a report by the hearing panel or hearing officer ten days after the conclusion of their investigation, the summary suspension no longer has validity and the charged party is no longer barred from their licensed duties. The Policy File makes it clear that if the requirements in PF Div. 9.0.05(j) are not met within the specified timeframe then the member's Summary Suspension is no longer valid. This procedure correlates with the procedures and dictates outlined in other courts which have established guidelines and timelines for the institution of Temporary Restraining Orders.

Due to the above and other prejudicial procedural errors, I invoke the requirements in Policy File Div. 9.0.05(m) to be enacted – **dismissal of all charges!** The procedural errors previously outlined created a false narrative that left me without the ability to utilize the powers of my duly elected office to remedy the adverse effects of these charges against me. Also, due to the misrepresentation by the 3 VPs, the majority of the board of directors are currently under the erroneous impression that my suspension of the 3 VPs was invalid because I attempted to suspend the VPs membership – this is false. I only suspended their license to act on behalf of the Union - which is well within the dictates outlined within our Policy File-**PERB must set the record straight on this critical issue.**

The 3 VPs working outside their designated job duties as prescribed by the Policy File, with the help of their renegade cohorts within the Board of Directors, have since attempted to dismantle the democratic system of governance which the Union has operated under for the last two years or longer. The three VPs barred me from being able to conduct any business by changing all the locks to the Headquarters building on

or before February 28, 2022. They accused me of illegally having the locks changed when I attempted to access my belongings from my office on March 5, 2022.

Without the approval of their members, this renegade faction of Board of Directors (which the VPs are a part of) have called illegal board meetings in order to change the Policy File and Bylaws to better support their own personal agendas.

They have manufactured changes to the Policy File and Bylaws to strip ALL the duties and authority of the member-elected President and transfer them to a Chairperson position which they created. They have orchestrated the placing of their leader into this Chairperson position and have voted to give their leader full-time paid leave from his State of California job.

PERB must address this issue with reverence for California law (28) - All of these actions, and more, are in violation of the Local 1000 Policy File and California Corporations Codes California Corporations Code § 7813, 5233, 309 and recently Internal Revenue Code 4958.

All of these actions were done without the official sanction of the members-at-large as required by California Corporations Code § 7813. This **crucial** code is stated in its entirety below: An amendment must also be approved by the members (Section 5034) of a class, whether or not such class is entitled to vote thereon by the provisions of the articles or bylaws, if the amendment would:

- (a) Materially and adversely affect the rights, privileges, preferences, restrictions or conditions of that class as to voting, dissolution, redemption or transfer in a manner different than such action affects another class;
- (b) Materially and adversely affect such class as to voting, dissolution, redemption or transfer by changing the rights, privileges, preferences, restrictions or conditions of another class;
- (c) Increase or decrease the number of memberships authorized for such class;
- (d) Increase the number of memberships authorized for another class;

- (e) Effect an exchange, reclassification or cancellation of all or part of the memberships of such class; or
- (f) Authorize a new class of memberships.

Moreover, the legal counsel that I had acquired to protect the Union's interest was dismissed by the 3 VPs (also violating California Corporations Code § 5233) when they did not have the authority to do so. In so doing, the confusion that was created by the VPs actions, left multitudes of members, staff, and the general public unable to decipher the truth. Their actions led to multitudes of members dissolving their union memberships and many more threatening to follow suite. This is an example of the damage that I attempted to head off by summarily suspending the actions of the 3 VPs. Ms. Walls has purposely misled the hearing panel into believing her false narrative that the suspension of the three VPs' duties was in retaliation of her wish to suspend me. Her narrative is not factual and does not offer an honest and full accounting of the facts. Here are some facts below that NHO La Rue intentionally ignored in order to render his flawed report:

Fact #1: All members of the Board were made aware that the Policy File changes that the renegade Board members were attempting to institute were in violation California Corporations Code § 7211 and other codes as well the October 16-17, 2021, Board meeting were therefore illegal and out of order – see **Exhibit J** – October 7, 2021, warning letter.

Fact #2: All Board members were aware that any attempts to support or attend the illegal actions from the rogue October 16-17, 2021, out-of-order meeting would be met with disciplinary actions in order to protect the Union - to include suspension. PF 9.0.05 states “Charges must be filed within one year of the alleged violation of the discovery thereof.”

Fact #3: I had multiple discussions with Ms. Walls in the preceding months in which she stated that she understood the necessity of my institution of disciplinary action against VP Greene in order to protect the integrity of the Union.

Fact #4: Ms. Walls had publically fully supported the majority of my decisions, such as voting yes to the 2022 budget and the ratification of the UAW 2350 contract for Local 1000 staff.

Fact #5: Local 100 can operate without a budget. The Policy File does not require a budget to be passed in regards to spending money. Please see the following link <https://www.sacbee.com/news/politics-government/the-state-worker/article257075222.html> where the information below is stated:

“Legally, there’s nothing to stop that from happening, said Eric Gorovitz, a principal attorney at San Francisco-based Adler and Colvin. “As a matter of corporate operation, it doesn’t impose legal constraints,” Gorovitz said. “It’s just a planning device that leadership uses to make sure it manages its money.” Gorovitz’s firm doesn’t have Local 1000 as a client. Gary Messing, a partner with Sacramento-based firm Messing, Adam and Jasmine, which specializes in labor, agreed. An attorney at Messing’s firm does some work for Local 1000.”

Fact #6: I would like it to be highlighted that on October 7, 2021, I fulfilled the legal obligations of notice required by California Corporations Code § 7341 (reference October 7, 2021 Warning letters to the Local 1000 Board of Directors - **Exhibit J**) when I noticed the entire Board of Directors that any actions in support of the illegal actions from the October 16-17 meeting would be met with disciplinary action, to include suspension. Ms. Walls is a board member who was fully aware of the possibility of suspension for supporting the above mentioned actions. She, and the other rogue Board members codified those illegal actions on March 5, 2022 after their illegal and improper usurpation of my authority.

PERB must address this issue below in its entirety (29) - I am fully vested as the Local 1000 President per Policy File Section 3.0.03 (a) (I), “Administering the daily affairs of Local 1000, carrying out the policies and procedures of Local 1000, executing the plans and programs of Local 1000 and between meetings of the Local 1000 Board of Directors making all necessary interpretations or clarifications of Local 1000 bylaws and policy.” However NHO La Rue refused to understand nor respect my powers as the duly elected Local 1000 President. NHO La Rue simply was complicit with the improper and illegal activities by

Local 1000 that resulted in my removal from office. Local 1000 used NHO La Rue's flawed Hearing Officer Report and Recommendations to cover-up the following willful wrongdoings:

1. Local 1000 staff, under the direction of Chief Counsel (Anne Giese), has supported the 3 VPs retaliatory suspension by allowing VP Secretary-Treasurer, David Jimenez, to act as the President and call an illegal, special Board meeting on March 5, 2022. Ms. Giese refused to answer Board members about attending this illegal meeting (reference **Exhibit B**) and therefore many Board members were not in attendance. The meeting on March 5, 2022, wrongly approved the illegal actions from October 16-17, 2021, board meeting by Mr. Hall. Ms. Anne Giese clearly knew that the 3 VPs official duties were suspended per my text message (see the attached **Exhibit M**) that I sent to her at 10:08am on February 26, 2022, instructing her to remind them that only their duties were suspended. Furthermore, Ms. Giese refused to answer emails from some of the Board of Directors about attending the illegal October 16-17, 2021, board meeting (reference **Exhibit B**) and therefore caused confusion and conflict within Local 1000.
2. The illegal March 5, 2022, meeting allowed the Local 1000 HR1 process to be completely changed with an independent counsel paid by Local 1000 through permission from Mr. Hall to be selected by the direction of SEIU International headquartered out of Washington D.C. The purpose of the change was to allow for their "hand selected" Washington D.C. based arbitrator to rule in favor of the 3 VPs retaliatory suspension against me, and to allow the alleged HR1 allegations filed against me from VP of Organizing and Representation, Anica Walls along with her Local 1000 paid Washington D.C. based attorney and her supporter, Michael Gus, to be heard while ignoring my HR1s against the 3 VPs.

It should be noted that Local 1000 has denied paying my full attorney fees even though I am indemnified as a Local 1000 officer but offered a **one-time \$15K payment** for my HR1 defense while paying over \$40K for DLC Billy Hall's lawsuit against me, Local 1000 and SEIU International. This **one-time \$15K**

payment offer was sent to the Board on the same day I was notified and could reasonably respond to this offer. See **Exhibit MA**-FINAL Request for Indemnification to Rothern and Giese 220503 and **Exhibit MB**-Local 1000 \$15K One-Time Offer & Informing the Board. This is clear interference by SEIU International and a true conflict of interest! This is purely a matter of internal politics within SEIU Local 1000. As such, the SEIU International should not change procedure but rather should continue to sustain its prior position (e.g. three SEIU Local 1000 Vice Presidents approached SEIU International about being stripped of their powers and being prevented from representing the members in 2019). In this instance, SEIU International set the precedent by deciding such matters were indeed internal union politics and should remain within Local 1000 and not be interfered upon by SEIU International due to violating the Dills Act section 3519.5(b) “Impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by this chapter.” This current situation is analogous to the matter in 2019, and SEIU International therefore should not interfere. There are internal mechanisms provided in the Policy File to regarding such disputes; it is inappropriate – under the Affiliation Agreement, or any other authority – for SEIU International to interfere in matters unique and in the affairs of Local 1000 (See attached **Exhibit N** regarding the Affiliation Agreement Article 111: Local Autonomy and Governance giving the locality the ability to govern and adjudicate local disputes without interference along with other matters).

Due to the “cancerous” collaboration of racism and support for the status quo Local 1000 and/or SEIU International has refused to indemnify me as the duly elected Local 1000 President and member of the Board of Directors while providing legal assistance for VP Anica Walls’ baseless HR1 allegations against me. This indemnify refusal violates the California Corporations Code § 5238. Under this Code § 5238, a nonprofit corporation which describes Local 1000 has the power to indemnify an agent of the corporation who is or may become a party to certain civil or criminal proceedings, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceedings.

I have always acted in good faith as the duly elected Local 1000 and in a

reasonable manner to serve all Local represented employees and staff in the best interests for our Union which follows California Corporations Code § 5238 (b). If the action is brought by or for the corporation, the person must have acted in good faith, in a manner the person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. Corp. Code § 5238 (c). Furthermore, “‘agent’ means any person who is or was a director, officer, employee or other agent of the corporation...” Corp. Code § 5238 (a). As the duly elected President, I have always acted in good faith, and in a manner, to serve the best interests for Local 1000 during my presidency, including but not limited to my actions as alleged in Plaintiff William Hall’s baseless lawsuit complaint against me. I have always acted in good faith, and in a manner, to serve this Union in the best interests for Local 1000 versus of the things alleged in the charging documents in HR1 brought by Anica Walls and Michael Gus against me. As stated above, I have requested that Local 1000 and/or SEIU International indemnify me in the above referenced action against Mr. William Hall, any and all cross- complaints to that action, and any past and future expenses incurred already by Mr. Brown in litigating the above referenced matter. I have requested to be indemnified for past and future expenses incurred in the baseless HR-1 proceedings brought by Anica Walls and Michael Gus but to no avail. This “cancerous” collaboration of racism and support for the status quo has PREVENTED the facts from stopping Local 1000 and/or SEIU International from indemnifying me as the duly elected Local 1000 President and this denial is willful and intentional has resulted in my removal from Local 1000 as President.

3. However, SEIU International lawyers (specifically Phil Andonian) have also intervened by giving their analysis on my removal in the Walls’ HR1 case, which gives a strong basis against me. It should be noted that SEIU International will also not pay the money owed to Local 1000 for a strike under the affiliation agreement as established in two prior approved strikes for Local 1000 because the former Local 1000 President, Yvonne Walker, stated no strike funds would be paid by Local 1000 nor by SEIU International.

PERB must address this issue of three important facts (30) - However, NHO La Rue refused to see and recognize the truth because he was chosen to render a biased verdict/recommendation since he was being paid by Local 1000. I must state again that the 3 VPs then retaliated against me by improperly suspending me on February 27, 2022. See **Exhibit A3** that clearly shows that I suspended the 3 VPs of their official duties before they improperly suspended me. My suspension letters for the 3 VPs is clearly titled **“Suspension of Officer Duties”** which was accompanied by the HR1. This suspension of the 3 VPs’ official duties is supported by **Exhibit A4** that shows my February 26-27, 2022, text exchange with Local 1000 Chief Counsel, Anne Giese that she would remind the 3 VPs that their membership was still protected while they were prohibited from carrying out their official duties.

The **second important fact** is the 3 VPs in their retaliation against me only provided me a suspension letter dated February 27, 2022, but did not provide the HR1 until March 8, 2022, and then provided a revised HR1 to me on March 16, 2022 which violated the Policy File.

The **third important fact** is my HR1 hearing was not held within 30 days of being given my HR1. My HR1 hearing did not occur until April 19, 2022, which violated Policy File 9.0.05 Procedure for Institution of Discipline that states the following:

“(b) Upon receipt of the completed Form HR1, the President, or the Vice President/Secretary-Treasurer if the action is against the President, or their designees, shall review the charges, and if he or she finds the charges are frivolous, he or she will immediately notify the charging party and no further action shall be taken. **If the charges appear to have merit the President, or the Vice President/Secretary-Treasurer, shall order a hearing to be held within 30 days before a hearing panel or hearing officer.** The hearing officer or panel shall conduct a preliminary investigation. If the facts are not in dispute or the recommendation is to reject the charges, no hearing is necessary. The hearing officer shall not be a party to the dispute. No member of the hearing body may be from the same DLC as any of the charging or charged parties.”

These ~~three important facts~~ clearly show that there is an ongoing toxic, callously calculated effort of coordinated chaos led by a small, disgruntled group of delusional and racially motivated members on the Local 1000 Board of Directors and by SEIU International. Both groups are too narrow minded, and too incompetent to accept my presidency, which gives me the authority per the Bylaws and Policy File to run the day-to-day operations; be the spokesman for Local 1000; and perform duly authorized legal powers as the elected President. The aforementioned parties are trying with the use of vigilante justice to maintain the “political” status quo that has always operated since Local 1000 first affiliated with SEIU International in February 1984 by manufacturing cosmetically enhanced financial and operational lies and unsubstantiated allegations in order to justify removing me from office. Yet this action is a borderline (at best) a form of corruption because it completely negates and contradicts what the people voted for in the most recent election. The aforementioned parties are closed-minded and refuse to listen to the members’ voices/votes for president because they are unable to substantiate their false allegations.

PERB must address this issue (31) The people spoke with their vote that they did not want to continue the same political status quo, and the above parties are forcing their own self-serving on a plurality of the membership who voted against it. This small, disgruntled group of charlatans are delegitimizing the election process with their attempted coup (and admits to it via attached evidence-**Exhibit B**-Local 1000 Board of Director/DLC 772 President Mary De La Cruz-Affidavit) to implement a system that circumvents the voice of the peoples’ vote. Ms. De La Cruz testified to this plot to remove me from office, through the HR1 process on my YouTube video titled “Courage of Convictions-April 20, 2022” at 1:10:25 through 1:25:30 at the following link <https://www.youtube.com/watch?v=grw-O3d8Mus>.

Therefore I sincerely hope that PERB will render justice and not allow politics to be the deciding factor in my immediate reinstatement as Local 1000 President and invalidate all Local 1000 Board meetings and actions taken since February 27, 2022. PERB has resolved issues regarding the suspension of union officials in the past-please see PERB Decisions Nos 1479-S and 1479a-S in **Exhibit C**. **PERB must address this issue of seven points below (32)** - However in order to fully appreciate the facts PERB must address these additional facts below:

1. As reported by SacramentoPolice.com, after it was announced that I had won the Local 1000 Election for President on May 24, 2021, the following morning at 5:00 a.m. the police were called to my residence based off a false and racially charged allegation regarding a woman screaming in my house. This fraudulent call is called **swatting** which is defined as the action or practice of making a prank call to emergency services in an attempt to bring about the dispatch of a large number of armed police officers to a particular address. This racially motivated allegation was not true and **COMPLETELY** baseless. The police have never been to my house in the 9 years that I have lived at my residence at 3225 43rd Street, Sacramento, CA 95817. I was completely stonewalled by the police in my efforts to find out who made this false allegation against me right after I won the election. Ironically, during this time, Local 1000 never called me to investigate or ask any questions, despite my Union being emblazoned about supporting Black Lives Matter and interactions between the police and African Americans.

2. I received a phone call later that same week from Mech Block Sherles (mechsherles@gmail.com) and Lisa Adams (Liscat7@aol.com) informing me that Anica Walls along with David Jimenez and others were having conference calls to discuss how to remove me as president through the HR1 process by waiting at least 6 months before taking action against me. This plot to remove me from office through the HR1 process was confirmed by DLC 705 President Miche Roy (msmroy1976@gmail.com), DLC 772 President Mary De La Cruz (mdlc056@gmail.com-[please](#) see the attached **Exhibit B**-affidavit), and BUNC 15 Erik Murray (eric_murray03@msn.com) who all attended these telephone conference calls about my removal from office through the use of the HR1 process. Ms. Mary De La Cruz and Ms. Miche Roy both stated this plot to remove me from office using the HR1 process on my YouTube video titled "Courage of Convictions-April 20, 2022" at 1:10:25 through 1:25:30 at the following link at <https://www.youtube.com/watch?v=grw-O3d8Mus>. Anica Walls stated in attached **Exhibit B1** that she wasn't planning on removing me from office which was a direct lie.

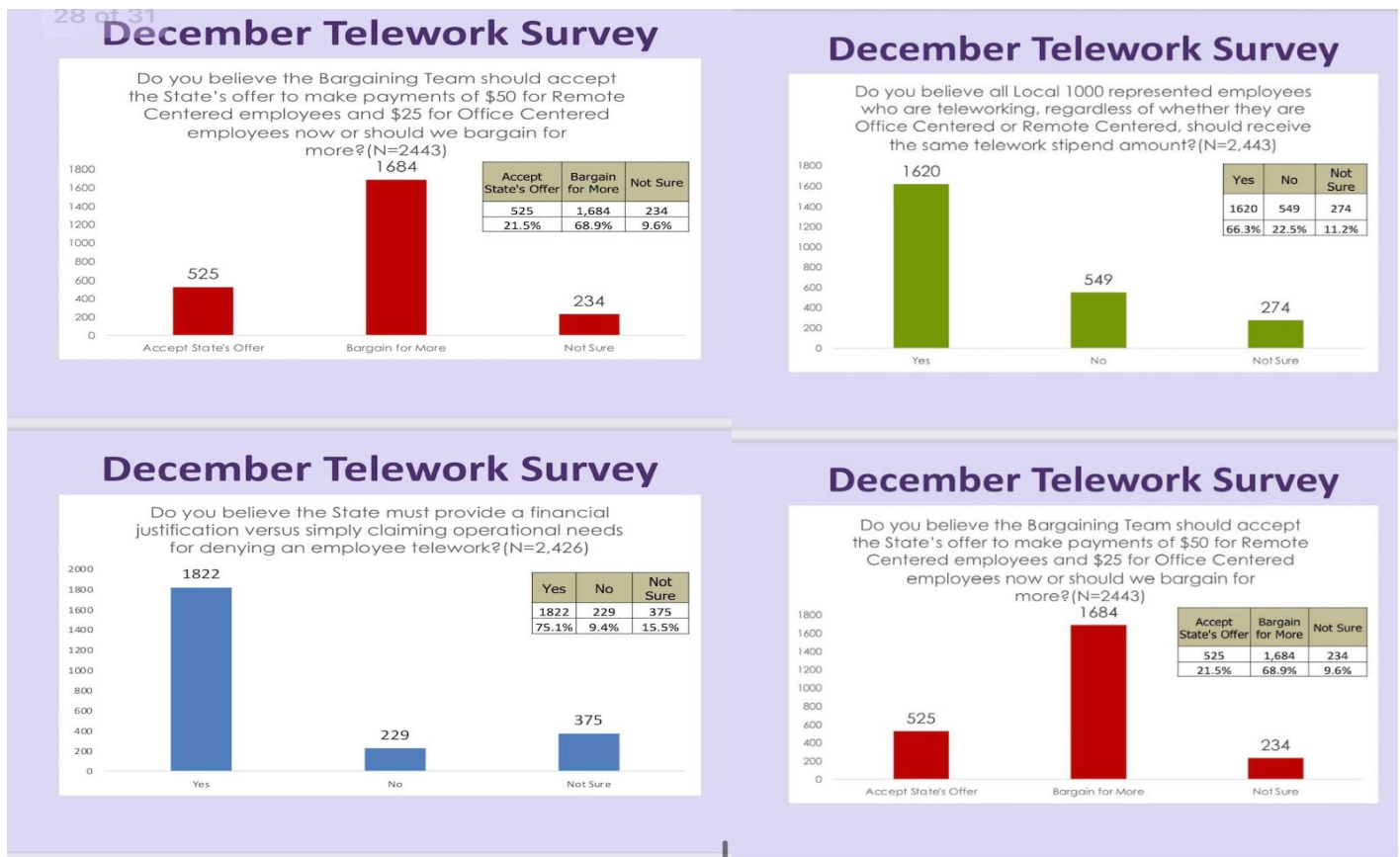
3. On October 16-17, 2021, an illegal, special board meeting was held at the California Democratic Headquarters in Sacramento. This specific meeting was in violation of Local 1000 Bylaws and Policy File

because it was not called by the President (me) despite these governing documents clearly stating the President calls all meetings. The purpose of this meeting was to create a “Chair” position and transfer all the powers of the President to the Chair. This meeting was called by DLC 744 President, Billy Hall, and strongly supported by a few other members on the Local 1000 Board of Directors including DLC 752 President Kevin Healy who attempted to sabotage the August 30, 2021, UAW 2350 contract ratification-please see attached **Exhibit DD**. Mr. Hall violated California Corporations Code § 7150(b)(1) Materially and adversely affect the rights, privileges, preferences, restrictions or conditions of that class as to voting, dissolution, redemption, or transfer in a manner different than such action affects another class; (2) Materially and adversely affect such class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions or conditions of another class;. Mr. Hall also violated California Corporations Code § 7151(g)(2) During an emergency, the board may not take any action that requires the vote of the members or otherwise is not in the corporation's ordinary course of business, unless the required vote of the members was obtained prior to the emergency. It should be noted that DLC 786 President, Theresa Taylor (a staunch Mr. Hall supporter and recipient of a \$1,800 Napa resort/spa paid from members’ money in 2018 from the former Local 1000 President) also helped run this illegal meeting. As reported by numerous outlets, Mrs. Taylor told a Local 1000 staff member in a vulgar, racially motivated, and homophobic text that “...RLB (Richard Louis Brown) can suck a dick” on August 10, 2021-please see the attached **Exhibit E** for this entire racial text conversation. Her text shows Mrs. Taylor possibly using her white privilege to utilize her discriminatory animus against me and also strongly indicates that her involvement in this meeting was extremely personal and not professional considering that on the same August 10, 2021, date Mrs. Taylor’s daughter and former DLC 786 President before quickly resigning from State service, Anna Marie Taylor, following in the same footsteps like her loving mother also stated that I could “...eat a dick...fuck off...”-please see the attached **Exhibit F**. Please also see the August 17, 2021, article by Naked Capitalism at discussing Mrs. Taylor’s ugly behavior regarding her unprofessional text message at <https://www.nakedcapitalism.com/2021/08/rlb-can-suck-a-dick-calpers-board-vp-theresa-taylor-debases-calpers-sneers-at-workers-and-little-people-in-unhinged-factually-false-attack-on-seiu-california-president.html>.

Mrs. Taylor's ugly behavior was reinforced one day later in an apparent coordinated effort when DLC 724 member, Denise Quinn-Allen, on August 11, 2021, called me a dick on my Local 1000 Listens to You video. Please see the following video link at <https://youtu.be/AOdu1lpR78s> starting at 52:07 where Ms. Allen said "What a dick" at 52.57 of this video when she thought I was ignoring her. This is clear evidence of the hostility that I have suffered from membership while it is alleged that I am intimidating and unprofessional. To finalize this hostility DLC 772 member, Monica Blancarte, followed this hostile theme in continuing the climate to remove me from office without any accountability by calling me a "motherfucker" on the December 11, 2021, SBAC video at the 2:02.25 minute mark of the video at <https://youtu.be/mp5fZCHbYMc> when she felt I ignored her call and took member, Richard Roca, as the next caller. Mrs. Blancarte tried to say later at the 2:33 mark of the video that she had background noise but everyone heard her calling me a "motherfucker".

Instead, Mr. Hall, due to his apparent targeted bigotry (please see the attached **Exhibit G**) has rigged the internal HR 1 process so incredibly well that he felt very confident in having Local 1000 send out to membership on April 25, 2022, email titled "Telework Bargaining Resumes April 27 Under New Leadership" where he authorized me to be referred as the outgoing president in the following "Our new leadership has been working since March 7 to get back to the table on telework after **outgoing president** Richard Louis Brown failed to listen to members and reach an agreement" before my future as the duly elected Local 1000 President can truly be decided. Mr. Hall by having this illegal Board meeting achieved his racially motivated and discriminatory vigilante justice by attempting to silence my participation as the duly elected Local 1000 President, getting elected "Chair", filing a lawsuit against me in January 2022, and also naming Local 1000 and SEIU International as real parties of interest in this baseless lawsuit because I would not recognize his illegal vigilante Board meeting. This truly displays Mr. Hall's muscular rage against me. Then on June 19, 2022, Mr. Hall successfully convinces the Board of Directors to pay for his attorney fees for Chris Katzenbach in his lawsuit efforts is a violation. Mr. Hall has violated the California Corporations Code § 317 so please see the following link <https://codes.findlaw.com/ca/corporations-code/corp-sect-317.html>. Mr. Hall can't sue me, Local 1000, and SEIU International while at the same time asking and obtaining approval from Local 1000's Board of Directors to pay for his attorney fees while Local 1000 refuses to pay my attorney fees while I am

President and carrying out my official duties in that role. Mr. Hall has also violated the California Corporations Code § 5233 (a) Except as provided in subdivision (b), for the purpose of this section, a self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest and which does not meet the requirements of paragraph (1), (2), or (3) of subdivision (d). Such a director is an “interested director” for the purpose of this section. To add further discriminatory insult, Local 1000 on July 1, 2022 violated the California Corporations Code § 5233, by offering me a one-time payment of \$15K for legal fees only associated with my HR1 hearings-see **Exhibit MB**. It should be noted that I actually listened to membership who responded in a survey to keep fighting for more money and not accept anything less than \$100 for everyone equally in regards to telework. Please see the following 2021 December Telework Survey pictures below:



Instead Mr. Hall called his own vigilante illegal Board meeting at the Sacramento Democratic Headquarters, October 16-17, 2021, because he could not properly petition me to call a special Board meeting nor provide valid reasons for this special meeting. Please see **Exhibit GA** for the 6 Requests to Local 1000 for

IN-PERSON Board Meetings & Financial Documents for an in-person Board meeting, Board meeting notes including zoom videos of Board meetings and financial records requests as a Board member that has been ignored by Local 1000. This refusal by Local 1000 to even flirt with the reality concerning the legal requirement regarding my financial records request is a violation of the California Corporations Codes § 309 and 5231 (b) In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: Local 1000 refusal to provide my financial requests a Board member violates California Corporations Code § 8333: The accounting books and records and minutes of proceedings of the members and the board and committees of the board shall be open to inspection upon the written demand on the corporation of any member at any reasonable time, for a purpose reasonably related to such person's interests as a member. In addition Local 1000 Board of Directors are entitled to attend and vote at meetings per California Corporations Code § 7211 (a) (8) and (c). These rights include attending committee meetings in person and remotely per California Corporations Code § 7211(d).

Local 1000 also has clearly and intentionally violated the provisions of the California Corporations Code that provide that the affairs of Local 1000 if not stipulated by its Bylaws and Policy File are under the direction of the California Corporation Code § 7210 and that teleconference and video meetings must be conducted in a way that allows all board members to see, hear and communicate with each other, and to propose or object to matters at the meeting per the California Corporation Code § 7211(a)(6). Finally denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. *Signal Oil & Gas Co. v. Ashland Oil & Ref. Co.*, 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not!

Mr. Hall apparently already knows that the independent arbitrator, Homer La Rue, whom he helped

select with the aid of SEIU International will most likely rule against me which indeed did happen as planned. The HR1 process has not been completed but yet Mr. Hall is apparently totally confident that I will be removed from office based on false allegations. Mr. Hall on July 27, 2022, in an interview with the Sacramento News and Review (SN&R) boldly for the second time **defamed** my character and intentionally misled the readers and the public when he said the following: “We were heavily involved with SEIU International and the Fight for \$15 (minimum wage). We’re still engaged in that fight. **Former president Richard Brown** took us out politically and out of SEIU State Council. We have re-entered our agreement with SEIU State Council, so that’s our political arm here in California and we’re working with them in partnership—supporting the overall political efforts of SEIU, in general within California, and then also looking at how we can build political pressure for a better contract for the people that we represent.” Mr. Hall referring to me as the “Former president Richard Brown” is clearly a lie when I am still the Local 1000 President. Mr. Hall also lied when he stated in this interview that I “took us out politically and out of SEIU State Council.” As the Local 1000 President I ensures that our monthly affiliation fee of \$55,000 was paid to SEIU State Council in addition to our SEIU International affiliation fee of \$688,000 being paid in a punctual manner. Please see the following link for this entire misleading and deceptive interview that happily portrays to the public Mr. Hall as the “White Savior/Leader” for Local 1000 while demonizing me at <https://sacramento.newsreview.com/2022/07/27/what-does-Billy-hall-think-about-his-new-role-at-seiu-local-1000-quite-a-bit/>. Therefore it is axiomatic that the selection of Mr. La Rue was politically and racially motivated since his selection would appear to rule out any prejudice since he is African-American but this is simply far from the truth. Mr. La Rue has consistently misinterpreted the Local 1000 Policy File while acting as the appointed independent arbitrator in the frivolous HR1 charges against me such as not allowing me to have my HR1 hearing available to membership. Mr. Hall has also convinced VP of Bargaining, Irene Green, of my removal could easily be done that in October of 2021 she made a commitment that alarmingly ignore the voice of the voters and she has fully supported Mr. Hall’s self-serving interests when she stated the following below at this illegal meeting:

“Our members took part in a democratic process. They voted. As a result of that vote, unfortunately,

Richard Louis Brown has won that presidency. I can't stand it. I am going to be honest and tell you that I do not believe this man should be in presidency right now. The things that he is doing is against everything that I believe as a vice president of bargaining, as a Union steward, and as a member of the State of California. But is this the way that we need to do this? I'm not entirely sure, which is why for the conversation, why I asked for the explanation, why I asked to have this information on discussion so that we can get to a point of understanding how, at this point, to achieve what we need to achieve. We don't have a plan to back this up. We don't have the majority of the member buy-in for what the Board wants to do. I don't see that this is going to create a way of uniting our Union by way of putting this in operation. In my opinion, it's going to divide us even more, although that's not my primary concern, because I know that, at some point, we will get back to unity.”

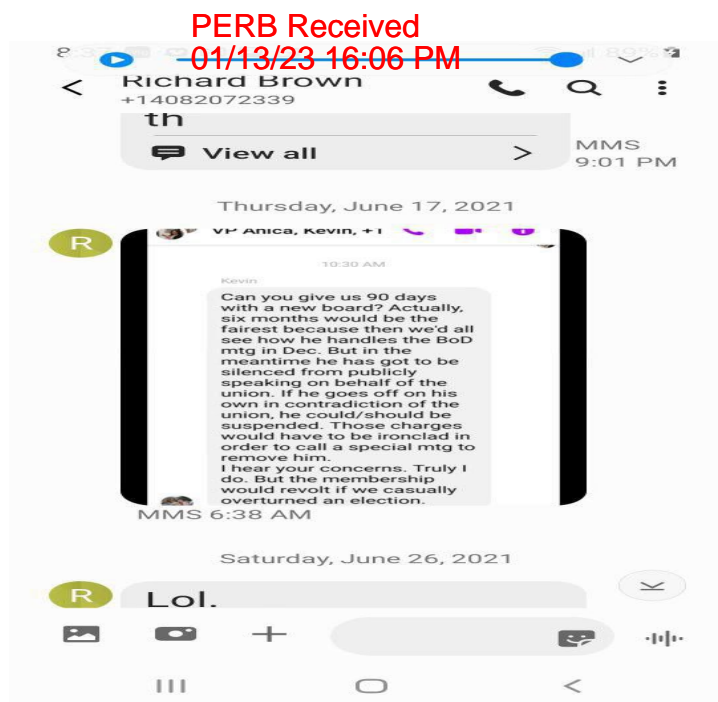
Additionally, not all Board of Directors were sent a link to attend this illegal meeting, thereby denied the rights under the California Corporation Code § 7211(a)(6)(B) by not being provided the link to be able to participate equally as other Directors. Moreover, the Local 1000 Chief Counsel refused to answer emails from Board members inquiring if this meeting was legal. Their concern regarding the legality also kept some from attending this illegal meeting.

4. Mr. Hall had another supporters, DLC VP Jonah Paul (Cell: 916-213-7055 Email: Jonah.a.paul@gmail.com) and Denise Quinn Allen publish racially motivated hated filled pictures shown below on a Facebook group called “State Employees” about Local 1000 not passing my proposed 2022 budget in a December 30, 2021, BOD meeting because of Mr. Hall’s influence but was subsequently passed in an illegal BOD meeting after my retaliatory suspension by the 3 VPs. Please also see the attached **Exhibit I** regarding this racially charged and highly insensitive “Coon” caricatures and please take note that SEIU International President Mary Kay Henry and Local 1000 DLC 786 President Theresa Taylor who also sits on the CALPERS Board are proudly and pristinely presented in this race-filled caricature while I am presented as the “angry, aggressive, and intimidating black man” or as a "silly" unintelligent clown. Reminds us of Emmitt Till, the Black

Panthers, and other black men that have been portrayed in this country as dangerous and controversial or as non-intellectual.

5. **PERB must address this issue (33)** - Please see the attached documents (**Exhibit J**) dated September 7th, 27th, October 7th, and November 7th, 2021, regarding my numerous communication efforts with Mr. Hall regarding his requests for a special Board meeting. Additionally, this illegal, special Board meeting violates numerous California Corporations Codes. (See attached **Exhibit JA** for California Corporations Code Sections § 5213, 7132, 7150, 7151, 7211, 7340, 7341, 7710, 7813, and 5034). **This attempt to create this illegal Board position (Chair) must first be approved by membership because it substantially changes the structure and operations of a corporation; this was never done, nor is there a current effort to allow the membership to vote on this new position before it is created.** This illegally established position has caused significant confusion for members and Local 1000 staff regarding who is leading the Union. This illegal meeting was one of the initial steps to remove me from office and undermine my leadership through dissension and distrust with the union.

6. **PERB must address this issue (34)** - February 25, 2022, I suspended “THE DUTIES” of the 3 Vice Presidents, David Jimenez, Anica Walls, and Irene Green with HR1s for their conduct regarding the sharing of confidential information to undermine my authority as President. They quickly retaliated two days later by attempting to suspend me with a retaliatory HR1 on February 27, 2022, with allegations of wrongdoing without proof of detrimental conduct needed to immediately suspend me. Please see the attached Suspension Letters and HR1s (**Exhibit K**). Mrs. Walls’ supporter and 2021 candidate for VP Secretary-Treasurer, Kevin Menager stated in a Facebook post below (see attached **Exhibit L**) that **suspending me was always the goal. Exhibit L** shows Mr. Menager’s enthusiastic and egoistical support for Mrs. Walls and Mr. Jimenez’s well-kept secret to not working with me in good faith by plotting in the political conspiracy to remove the voice of the voters from office on a Facebook post on June 17, 2021, at 10:30 a.m. before I am even sworn in on June 27, 2021.



7. **PERB must address this issue (35)** Again, I must strongly state I did not suspend their membership; I only suspended their duties. Under Policy File 9.0.03, the Section clearly states “member” (not membership) regarding a President’s power to suspend. In fact, the VPs retaliatory suspension of me did not stop my membership dues from being collected; adversely, my suspension of the 3 VPs never ceased the collection of their membership dues. I did not instruct their membership fees to be suspended. Pointedly, I instructed the Local 1000 Chief Counsel, Anne Giese, on February 26, 2022, by text to remind the VPs that only their official duties were suspended and not their membership, to which she replied on Feb 27th at 7:14pm, “**Thank you, I’ll make sure it’s done first thing**” (see **Exhibit M**). In fact, my suspension letters for the 3 VPs are titled “**Suspension of Officer Duties**” (see **Exhibit K**). **Exhibit M** also reveals that the March 5, 2022, civil incident was **not** a break in.

PERB must address this issue (36) - In summary, PERB must address issues (0) through (36) along with other vital issues that accurately reflect that there has been a well calculated and coordinated effort to remove me from office by Billy Hall, the 3 State-wide officers, and SEIU International. It’s funny but yet so ironic that Local 1000 with its biggest financial recipient, SEIU International, parade themselves around as social justice warriors effortlessly promoting Black Lives Matter and other human rights issues while sanctimoniously and simultaneously trying to courageously ‘crucify and remove me from office. Members have

been paralyzed with the political and discriminatory animus against me. This cancer that has caused this paralysis must be cured through a resolution so I am able to participate in my union per the Dills Act. I seek to protect the vote of membership by being able to fulfil my legal responsibilities as the Local 1000 President with the hope that voting still matters in our country, specifically in Local 1000 elections. Please do not surrender to political pressure and immediately reinstate my presidency with my full scope of powers. Please restore my position as the Local 1000 President and please invalidate all actions and changes that have taken place since February 27, 2022. PERB **must** do the right thing in its analysis of the facts and background story by analyzing its past PERB decisions when appropriate and necessary because its crucial current decisions will most certainly affect the financial and moral future for all California public sector unions and the voices/votes of dues-union paying members! Please empower peoples' hope and belief in voting with a positive decision that will amply the theme that the old and outdated "fruits of social justice" is not just for the "select few" white voters to enjoy the rich and long term benefits of a union but a "well-balanced" *lifestyle* that incorporates all the food groups aka everyone represented by a union. In other words financial justice (competitive wages) and job representation (protection from abusive management) is what PERB must protect so it must **first** start this protection service by protecting and preserving the voice of ALL voters within a public sector union. I sincerely hope that I won't be another obvious American example of racism and corruption to ensure that the status quo is preserved in this country and the political status quo protected within Local 1000 because that is not what the voters in our democracy voted for in their efforts to create a new culture for Local 1000.

January 13, 2023
Richard Louis Brown

Richard Louis Brown

Local 1000 Board of Director
Inspire the Impossible 7437
Richard.brown7437@yahoo.com
3225 43rd Street
Sacramento, CA 95817
408-207-2339

PERB Received
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EXHIBIT A The 2021 Timeline

The 2021 Timeline-page 1

- On April 19 the election began
- On May 5 Local 1000 was notified that DLC President Beth Bartel was being transferred.
- On May 28 RLB announced as winner

Steve Alari submits for Emergency Board Meeting on same day that it was announced I, Richard Louis Brown (RLB) had the most votes.

- Was the Board polled to determine a majority?

This is the first action the Board took after it was announced I obtained the most votes. Quite a coincidence.

It was an EMERGENCY that Local 1000 donate \$1M to Gavin Newsom after taking two days pay from from members for 15 months. Are we a union or a PAC?

They lied and told us it was COPE money. It was not-this money came from the Issues Pac.

They lied about representing the members. No poll of membership was taken, how do I know?

- May 28 - Friday - Officially announce RLB most votes
- May 31 - Monday Memorial Day
- June 2 - Wednesday Board meeting

They had 1 working day to poll members.

Everyone needs to understand that this was before the new Board was sworn in. There was a lot of changes to the Board seats on June 30 when the new Board took office.

June 9 - Wednesday -1 week after Emergency Board meeting Local 1000 member Jonah Paul's article is published (7-days since RLB most votes)

June 14 - Monday - article published in SacBee

June 15 - Tuesday - picked up by In These Times (story getting legs)

June 15 - SactoPolitico publishes own article. The first to recognize the hit-job.

"the article buried Brown's response far down in the article, starting in the 16th paragraph."

At the same time FaceBook (FB) haters were creating and repeating their own list of lies.

June 18 - Friday - protest period ends

STOP REMEMBER - I have not even been sworn in yet.

June 27 - Sunday - Sworn in (9 days after protest period ended)

June 30 - Wednesday assumed office

July 1 - Thursday - BUNC union leave, cancelled by Yvonne. Demands to hold SBAC being received and published.

July 2 - do-Over election for VP Bargaining.

- How many elections had Yvonne Walker ran? at least 4
- Was there ever any protests, do-over elections in that time? None according to our research.
- When did Beth Bartel know she was ineligible? May 5
- When was she replaced? September 10

July 2 - Friday - Some BOD calling to not give RLB a quorum

July 6 - Tuesday - Emergency Board meeting - BoD did not provide a quorum

Wednesday night Local 1000 Listens to You begins. Providing members access to the President directly and transparency into how their union works. Sees many full on attacks from opposition and FB haters. Had only assumed office days before. Imagine how much these people had to convince themselves that I was this monster, hell bent on destroying the union.

August 2 - Monday - do-Over election ends

August 6 - Friday - VP Bargaining winner announced

August 10 - Tuesday - Anna and Theresa Taylor show their lack of class.

August 13 - Friday - protest period ends. Irene Green declared VP Bargaining.

August 20 - Friday - Board of Directors call for emergency meeting

Exactly One-week after Irene Green declared VP Bargaining some members of the Board submitted their agenda to change the structure of the union (Bylaws, Policy File).

STOP - from taking office until now it has been 37 working days. In 6-weeks I have been labeled the greatest threat to the union. They said I was going to destroy the union and been called every name. In 37-days some members on the Board determined they had seen enough and that a complete structural change for the union was needed overriding the membership vote.

Or was it only 37 days? The insurrectionist group start writing almost immediately after it was announced that RLB won the election.

August 29 - Sunday - Irene Green sworn in by Yvonne Walker (Irene requested date)

August 30 - First working day with a complete BoD

August 30 - Kevin Healy calls UAW President.

August 30 - BoD votes on UAW contract

The month of September is filled with the Insurrectionist Board members repeating their demand for a meeting while rewriting their agenda items, and editing their justification with each submission.

October 16-17 Insurrectionist hold illegal board meeting.

February 25, 2022 Suspension of the 3 VPs official duties.

February 27, 2022 Suspension of the President.

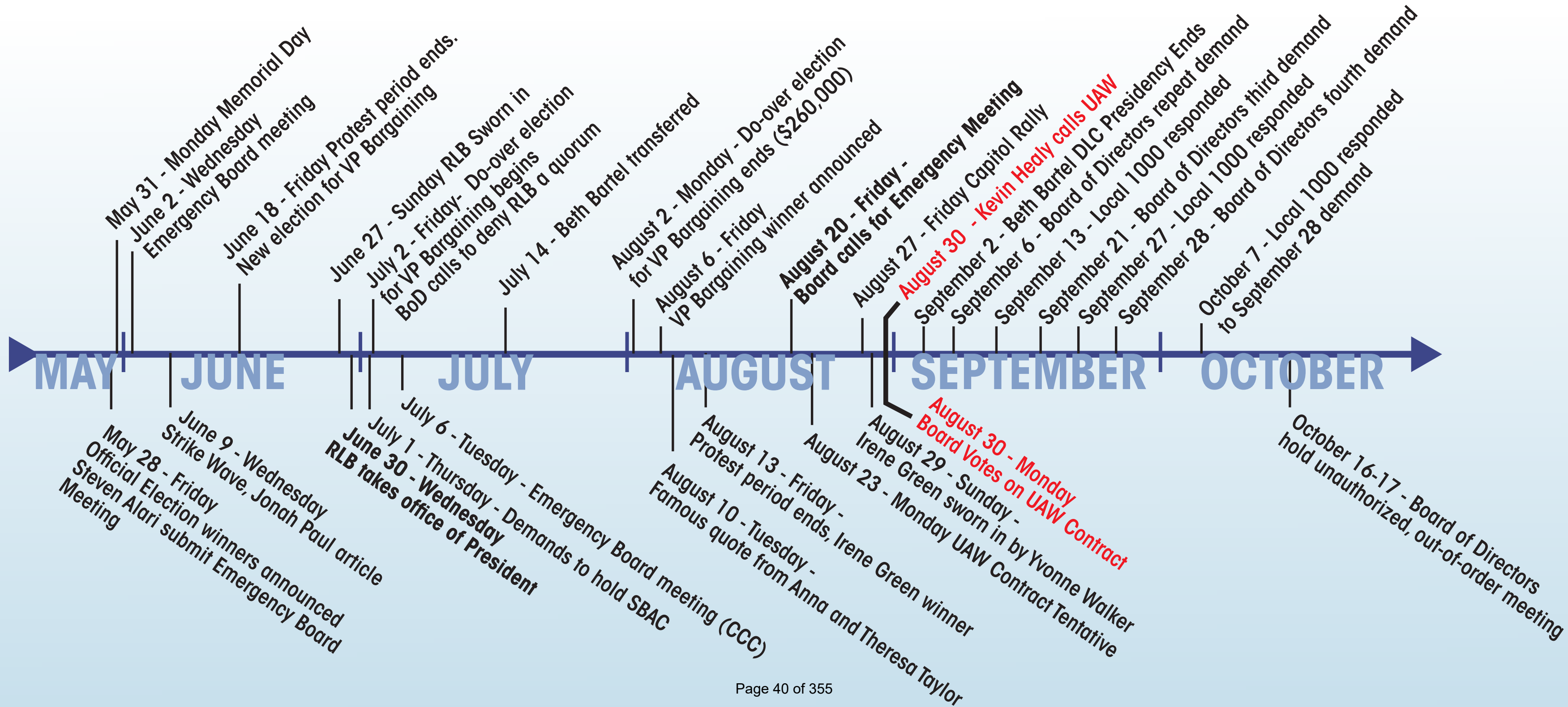


EXHIBIT A1 2018 BYLAWS

BYLAWS
of the
UNION OF CALIFORNIA STATE WORKERS (dba SEIU LOCAL 1000)

I NAME

This organization shall be known as the "Union Of California State Workers", hereinafter to be referred to as the "UCSW" doing business as "SEIU Local 1000."

II PURPOSE

The purpose of the UCSW is to build a strong member-led union by educating, organizing, and mobilizing the membership in the workplace, in the political arena, and within the Union itself to improve the living standard and rights of the members, their families and other working people, and to achieve economic and social justice.

III MEMBERSHIP

A. Except for managerial, confidential and supervisory employees, the active membership consists of those civil service employees of the State of California or teaching staff of special schools under the jurisdiction of the Superintendent of Public Instruction, or who are employees of other public or private bargaining units approved by the Board of Directors and represented by the UCSW, and who are current in the payment of dues.

B. Associate membership in the UCSW is limited to those persons who are on authorized leave of absence from the state service or employment in other Local 1000 represented bargaining units and who elect not to be active members. The UCSW may establish additional classes of membership when deemed necessary or appropriate to further the purposes of the UCSW.

C. Membership is effective at the time a signed membership payroll deduction application is received by an authorized representative of the UCSW.

D. Only active members in good standing shall have the right to vote and hold office. Except for the right to elect officers of the UCSW, officers of the DLC to which the member belongs, District Bargaining Unit Representatives, Local Officers, delegates to the General Council of the CSEA and the right to vote on permanent changes to dues, all voting rights of active members shall be exercised by and through their General Council delegates unless otherwise provided by these Bylaws.

IV OFFICERS

A. The officers of the UCSW shall be the President, Vice President/Secretary-Treasurer, the Vice President for Organizing/Representation, and the Vice President for Bargaining.

B. The UCSW Officers shall be elected directly by the members of the UCSW for terms of three years and shall continue to serve until their successors are elected. No person may be elected as an officer of the UCSW who is not an active UCSW member in good standing and satisfies all other conditions for office set forth in the UCSW Policy File.

1. The duties of the President shall include:

- a) Being the spokesperson for the UCSW at sessions of the General Council for all matters affecting the UCSW and presiding over all meetings of the UCSW delegates both while General Council is in session or at other times.
- b) Being the UCSW representative on the Board of Directors of the CSEA.
- c) Scheduling and presiding over all meetings of the UCSW Board of Directors.
- d) Administering the daily affairs of the UCSW, carrying out the policies and procedures of the UCSW Board of Directors, executing the plans and programs of the UCSW Board of Directors, and between meetings of the UCSW Board of Directors making all necessary interpretations or clarifications of UCSW policy.
- e) Being the UCSW's main spokesperson in communicating with media representatives regarding collective bargaining issues, progress of negotiations and/or other items of UCSW policy or position.
- f) With the exception of Bargaining Unit Negotiating Committees (BUNCs), appointing all committee members subject to disaffirmation by the UCSW Board of Directors.
- g) Being, or designating, the UCSW's chief negotiator for any master contract negotiations.
- h) Such other duties as may be prescribed by the UCSW Policy File or directed by the UCSW Board of Directors.

2. The Vice-President/Secretary-Treasurer shall:

- a) Assist the President in administering the affairs of the UCSW and be a UCSW representative to the Board of Directors of the CSEA.
- b) Assume the President's duties in the event of the President's resignation, death, disability or extended absence.
- c) Coordinate fiscal policy and procedures of the UCSW and report the status of UCSW funds; Chairs the Budget, Agenda, and Grants Committees.
- d) Such other duties as may be prescribed by the UCSW Policy File or directed by the UCSW Board of Directors.
- e) Keep or cause to be kept, at the corporation's principal office or such other place as the board may direct, a book of minutes of all meetings, proceedings, and actions of the Board of Directors, of committees of the Board of Directors, and of members' meetings. The minutes of meetings shall

include the time and place of holding, whether the meeting was annual, regular, or special and, if special, how authorized, the notice given, the names of those present at Board of Directors and committee meetings, and the number of members present or represented at members' meetings. The Vice President/Secretary-Treasurer shall keep or cause to be kept, at the principal office in California, a copy of the articles of incorporation and Bylaws, as amended to date.

f) Keep or cause to be kept, at the corporation's principal office or at a place determined by Board of Directors resolution, a record of the corporation's members, showing each member's name, address, and class of membership.

g) Give, or cause to be given, notice of all meetings of members, of the Board of Directors, and of committees of the Board of Directors required by these Bylaws to be given. The Vice President/Secretary-Treasurer shall keep the corporate seal in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the Bylaws may prescribe.

3. The Vice President for Organizing/Representation shall:

a) Attend the UCSW meetings.

b) Act as a spokesperson for the DLCs.

c) Fill DLC vacancies, except for delegates to the General Council, whenever procedures to fill vacancies do not exist or have been exhausted and vacancies still exist.

d) Perform all other duties assigned by the President as related to the activities of the DLCs.

d) Chair the Statewide Chief Steward Committee.

f) Such other duties as may be prescribed by the UCSW Policy File or directed by the UCSW Board of Directors.

4. The Vice President for Bargaining shall:

a) Preside over all meetings of the BUNC chairs.

b) Serve as liaison to the Executive Committee for the BUNC chairs.

c) Attend the UCSW Board of Director's meetings.

d) Act as a spokesperson for the BUNCs.

e) Assist the President or designee with any master contract negotiations.

f) Perform all other duties as assigned by the President as related to activities of the BUNCs.

g) Serve as chair of the Local 1000 Bargaining Committee.

h) Such other duties as may be prescribed by the UCSW Policy File or directed by the UCSW Board of Directors.

V MEETINGS

A. At the call of the President, the UCSW Board of Directors shall meet at least three times per year to discuss the regular and routine business of the UCSW. Special or emergency meetings may also be called by the President as deemed necessary.

B. The President shall also call a meeting of the UCSW Board of Directors upon petition by a majority of the UCSW Board of Directors members.

C. Notice of regular meetings shall be given to the members of the UCSW Board of Directors and their alternates at least 30 days prior to the meeting date. For special or emergency meetings, notice shall be given to the members and their alternates at least five days prior to the meeting date.

D. A majority of the UCSW Board of Directors members shall constitute a quorum. If a quorum is not present, those present may continue to meet for the purpose of giving reports, sharing information, caucusing, and similar activities. However, no business requiring a vote shall be conducted without a quorum.

VI BOARD OF DIRECTORS / EXECUTIVE COMMITTEE

A. The Board of Directors of the UCSW shall be known as the UCSW Board of Directors and shall be comprised of the four officers, the chair of each Bargaining Unit Negotiating Council ("BUNC") and the president of each District Labor Council ("DLC"). Members of the UCSW Board of Directors shall be elected for a term of three years. The UCSW Board of Directors shall be no less than thirty and no more than one hundred fifty as set from time-to-time by the UCSW Board of Directors by a vote of sixty percent (60%) of the UCSW Board of Directors Members. No person may be elected as a member of the UCSW Board of Directors who is not an active member of the UCSW in good standing and satisfies the other conditions set forth in the UCSW Policy File.

B. The UCSW Board of Directors shall have all those powers and responsibilities given to a Board of Directors under corporate law, the CSEA Bylaws, and these Bylaws. In addition, through its adopted Policy File, it may establish all policies and procedures deemed necessary or appropriate to the proper governance of the UCSW or to accomplish its purposes, including the establishment of any subordinate units, councils, locals, offices, or committees.

C. The UCSW Board of Directors may increase or decrease the number of DLCs when necessary either to accommodate new worksites, accommodate changes in Bargaining Units, or when necessary to implement a reapportionment plan adopted by a majority vote of UCSW Board of Directors. The UCSW Board of Directors may also reapportion existing DLCs in accordance with policies, rules and procedures established in the UCSW Policy File.

D. DLC Officers, District Bargaining Unit Representatives, and Local Officers shall be elected directly by the members within their respective jurisdictions and according to those policies, rules and procedures established in the UCSW Policy File.

E. The four UCSW officers shall serve as an Executive Committee and shall have all necessary authority to carry out the policies of the UCSW between meetings of the UCSW Board of Directors. All actions shall be reported to the UCSW Board of Directors at the next UCSW Board of Director's meeting.

VII COMMITTEES

A. The Standing Committees of the UCSW are:

1. African American
2. Agenda
3. Budget
4. Asian Pacific Islander
5. Local 1000 Bargaining

6. Environmental
7. Local 1000 Grants
8. Local 1000 Health & Safety
9. Latin@
10. Lavender (LGBTIQ)
11. Committee on Political Education (COPE)
12. Statewide Chief Steward
13. Workers with Disabilities
14. Veterans Committee; and
15. Women's Committee

B. All standing committees shall report to the UCSW Board of Directors. The duties of each standing committee shall be established in the UCSW Policy File. The President shall be an ex-officio member of each standing committee.

C. The UCSW Board of Directors may create special or ad hoc committees or task forces as it deems necessary.

D. Appointments to all standing committees shall be made by the President from the membership of the UCSW subject to disaffirmation of the UCSW Board of Directors. Appointment to special or ad hoc committees or task forces shall be made by the President unless the UCSW Board of Directors specifies otherwise when creating the committee or task force.

VIII PARLIAMENTARY AUTHORITY

These Bylaws of the UCSW, the UCSW Policy File and Roberts Rules of Order, Newly Revised, latest edition, in that order, shall govern the procedures for all UCSW meetings.

IX AMENDMENT

These Bylaws may be amended by a majority vote of the UCSW Board of Directors, at any regular or special meeting of the UCSW Board of Directors, except as otherwise required by the laws of the State of California.

X PRINCIPAL OFFICE

The principal office for the transaction of the activities, affairs and business of the UCSW shall be located at Sacramento, California. The UCSW Board of Directors may change the principal office from one location to another. Any change in location of the principal office shall be noted by the Vice President/Secretary-Treasurer on these Bylaws opposite this section, or this section may be amended to state the new location.

XI PROVISOS

Upon adoption of these amendments to the Bylaws, all persons holding elected or appointed office in Local 1000 shall remain in office until the expiration of their current terms unless recalled, removed, or replaced by the electing or appointing authority pursuant to procedures set forth in the Local 1000 Policy File.

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EXHIBIT A2 2020 POLICY FILE

Table of Contents

DIVISION 1: ESTABLISHMENT, PURPOSE, AND GOVERNANCE	1-1
1.0.00 ESTABLISHMENT	1-1
1.0.01 Local 1000	1-1
1.0.02 Purpose	1-1
1.0.03 Governance: Definitions	1-1
1.0.04 District Labor Councils	1-2
1.0.05 Bargaining Unit Negotiating Committees	1-2
1.0.06 Executive Committee	1-2
1.0.07 General Council Delegates	1-2
1.1.00 COMMITMENT TO ORGANIZATIONAL EQUITY, INCLUSION AND.....	1-3
DIVERSITY	1-3
DIVISION 2: MEMBERSHIP	2-1
2.1.00 MEMBERSHIP DEFINITIONS	2-1
2.2.00 MEMBERSHIP EFFECTIVE DATE	2-1
2.2.01 Initial Membership	2-1
2.3.00 MEMBERSHIP CARDS	2-2
2.4.00 WITHDRAWAL FROM MEMBERSHIP	2-2
2.5.00 MEMBERSHIP STATUS WHILE OFF PAYROLL	2-2
2.5.01 Continuation of Benefits	2-2
2.5.02 Layoff or Termination	2-2
2.5.03 Military Leave	2-2
2.6.00 MEMBERSHIP LISTS	2-3
2.6.01 Provision of Lists	2-3
2.6.02 Use of Name and Emblem or Logo	2-3
2.6.03 Use	2-3
DIVISION 3: LOCAL 1000 STATEWIDE GOVERNANCE	3-1
3.0.00 LOCAL 1000 BOARD OF DIRECTORS AND STATEWIDE OFFICERS	3-1
3.0.01 Local 1000 Executive Committee	3-1

LOCAL 1000 POLICY FILE

3.0.02 Voting	3-1
3.0.03 Duties of the statewide officers	3-1
3.1.00 LOCAL 1000 STATEWIDE OFFICERS LEAVE AND COMPENSATION	3-4
3.1.01 Vacancies.....	3-5
3.2.00 MEETINGS	3-5
3.2.01 Quorum.....	3-6
3.2.02 Order of Business	3-6
3.2.03 Parliamentary Procedure	3-7
3.2.04 Amending the Policy File.....	3-7
3.2.05 Source and/or Impact of Funding	3-7
3.2.06 Agenda.....	3-7
3.2.07 Continuation of Agenda Items	3-8
3.2.08 Approval of Meetings.....	3-8
3.2.09 Executive Sessions	3-8
3.2.10 Child Care.....	3-9
3.2.11 Board Debate.....	3-9
3.2.12 Requests for Personal Privilege and Information.....	3-9
DIVISION 4: DISTRICT LABOR COUNCILS.....	4-1
4.0.00 DISTRICT LABOR COUNCILS	4-1
4.0.01 Purpose of the District Labor Councils	4-1
4.0.02 Responsibilities of the DLCs.....	4-1
4.0.03 District Labor Council Officers.....	4-2
4.0.04 District Labor Council Executive Boards	4-2
4.0.05 Duties of the DLC Officers	4-3
4.0.06 Duties of the District Bargaining Unit Representatives	4-5
4.0.07 Filling of the DLC Vacancies.....	4-6
4.1.00 WORKSITE LOCALS	4-7
4.1.01 Structure and Responsibilities of the Worksite Locals	4-7
4.1.02 Duties of the Worksite Local Officers	4-8
DIVISION 5: COMMITTEES	5-1

LOCAL 1000 POLICY FILE

5.0.00 COMMITTEES.....	5-1
5.1.02 Agenda Committee.....	5-3
5.1.03 Asian-Pacific Islander Committee.....	5-3
5.1.04 Local 1000 Bargaining Committee	5-4
5.1.05 Budget Committee.....	5-4
5.1.06 Committee on Political Education (COPE).....	5-4
5.1.07 Environmental Committee	5-5
5.1.08 Local 1000 Grants Committee	5-6
5.1.09 Local 1000 Health and Safety Committees	5-6
5.1.10 Latin@ Committee	5-6
5.1.11 Lavender – Lesbian, Gay, Bisexual, Transgender, Intersex, Queer (LGBTIQ) Committee	5-7
5.1.12 Native American Committee.....	5-7
5.1.13 Statewide Chief Steward Committee	5-7
5.1.14 Workers with Disabilities Committee	5-9
5.1.15 Veterans Committee	5-9
5.1.16 Women’s Committee.....	5-10
DIVISION 6: STEWARDS.....	6-1
6.0.00 STEWARDS	6-1
6.0.01 Purpose	6-1
6.0.02 Definitions	6-1
6.0.03 Duties and Responsibilities of All Stewards	6-1
6.0.04 Recording and Reporting.....	6-2
6.1.00 TRAINING	6-2
6.1.01 Steward Certification Training.....	6-2
6.1.02 Continuous Training.....	6-3
6.1.03 New Memorandum of Understanding Training	6-3
6.2.00 STEWARD CERTIFICATION AND CONTINUED CERTIFICATION	6-3
6.2.01 Continued Steward Certification	6-3
6.3.00 CORRECTIVE ACTION	6-4
6.3.01 Forfeiture of Stewardship.....	6-5

DIVISION 7: BARGAINING.....	7-1
7.0.00 STATEWIDE BARGAINING ADVISORY COMMITTEES.....	7-1
7.0.01 Purpose of the SBAC	7-1
7.0.02 Orientation of the SBAC	7-1
7.0.03 Composition	7-1
7.0.04 Alternative SBAC Structure	7-1
7.0.05 Temporary Vacancy or Absence	7-2
7.0.06 Attendance at SBAC meetings	7-2
7.0.07 SBAC and BUNC Rules	7-3
7.1.00 BARGAINING UNIT NEGOTIATING COMMITTEES	7-3
7.1.01 Responsibility of the BUNCs	7-3
7.1.02 Structure of the BUNCs.....	7-4
7.1.03 BUNC Chair Responsibilities	7-5
DIVISION 8: CONCERTED ACTIONS & RATIFICATION PROCEDURES.....	8-1
8.0.00 CONCERTED ACTIONS WITHIN LOCAL 1000	8-1
8.0.01 Local 1000 Initiated Actions	8-1
8.0.02 Sanction Petitioning by Groups of Members	8-1
8.0.03 Ratification of Sanction.....	8-1
8.0.04 Sanction Directives.....	8-1
8.0.05 Termination of Sanction.....	8-2
8.1.00 RATIFICATION OF THE CONTRACT	8-2
DIVISION 9: DISCIPLINE.....	9-1
9.0.00 DISCIPLINE.....	9-1
9.0.01 Criteria and Procedures for Disciplinary Action.....	9-1
9.0.02 Authority for Discipline	9-2
9.0.03 Suspension of Member	9-2
9.0.04 Suspension of President.....	9-3
9.0.05 Procedure for Institution of Discipline	9-3
9.0.06 Reimbursement of Costs to Member.....	9-5
9.1.00 INTERNAL GRIEVANCES.....	9-5

LOCAL 1000 POLICY FILE

9.1.01 Procedure for Institution of Internal Grievances	9-6
9.2.00 HEARING OFFICERS PANEL	9-7
DIVISION 10: LOCAL 1000 FINANCES.....	10-1
10.0.00 LOCAL 1000 BUDGET	10-1
10.0.01 Budget	10-1
10.0.02 Membership Dues and Fees Structure.....	10-1
10.0.03 Dues Augmentation and Reduction.....	10-1
10.0.04 Emergency Temporary Assessment	10-2
10.0.05 Seasonal Worker, Permanent Intermittent and State Disability Insurance Dues Reimbursement	10-2
10.1.00 LOCAL REPRESENTATION	10-3
10.1.01 General	10-3
10.1.02 Use of Local Representational Funds.....	10-3
10.1.03 Maximum DLC Accumulation.....	10-4
10.1.04 DLC Finance Reports	10-5
10.1.05 Forfeiture of DLC Dues and Fees Allocations	10-5
10.1.06 Local 1000 Grants Fund	10-5
10.1.07 District Labor Council Requests for Grants	10-5
10.2.00 DLC FINANCIAL AUDITS	10-6
10.2.01 Audit policy	10-6
10.2.02 Additional Audits	10-6
10.2.03 DLC Financial Records	10-6
10.2.04 Notification of Audit	10-7
10.3.00 DISTRICT LABOR COUNCIL TRUSTEESHIP	10-8
10.3.01 Purpose	10-8
10.3.02 Imposition of Trusteeship.....	10-8
10.3.03 Appointment of Trustee.....	10-8
10.3.04 Authority of the Trustee	10-9
10.3.05 Trusteeship Report to Local 1000 Board of Directors	10-9
10.3.06 Trusteeship Termination.....	10-9
10.4.00 DLC FINANCE – LOCAL 1000 ACCOUNTING.....	10-9

LOCAL 1000 POLICY FILE

10.5.00 ETHICAL AND RESPONSIBLE FINANCIAL PRACTICES	10-10
10.5.01 Ethical Financial Practices Code	10-10
10.5.02 Responsible Non-profit Corporate Financial Practices	10-11
DIVISION 11: DIVISION EXPENSES, MANAGEMENT, STAFF AND CONTRACTORS	11-1
11.0.00 PERSONS ELIGIBLE FOR REIMBURSEMENT	11-1
11.0.01 Reimbursement for Local 1000 Business	11-1
11.1.00 PROCESSING OF EXPENSE CLAIMS	11-1
11.1.01 Necessary Expenses	11-1
11.1.02 Expense Reimbursement Rate	11-1
11.1.03 Lodging	11-2
11.1.04 Travel Allowance	11-2
11.1.05 Travel Advance	11-3
11.1.06 Interpreters for the Deaf and Personal Care Service Providers	11-3
11.1.07 Exceptions	11-3
11.1.08 Appeals	11-4
11.2.00 UNION LEAVE	11-4
11.2.01 Administration/Authorization	11-4
11.2.02 Salary Reimbursement	11-4
11.3.00 LOST TIME	11-5
11.3.01 Salary Reimbursement	11-5
11.3.02 Procedures	11-5
11.3.03 Administration and Authorization	11-5
11.3.04 Limitation of Rights	11-5
11.4.00 CONTRACTS AND SERVICES AGREEMENTS	11-6
11.4.01 Special Consultants	11-6
11.4.02 Contracting for Services	11-6
DIVISION 12: ELECTION PROCEDURES	12-1
12.0.00 GENERAL PROVISIONS	12-1
12.0.01 Election Conduct	12-1
12.0.02 Eligibility Requirements	12-1

LOCAL 1000 POLICY FILE

12.0.03 Term of Office.....	12-1
12.0.04 Oath of Office.....	12-2
12.0.05 Computation of Timeliness	12-2
12.1.00 ELECTION CONDUCT.....	12-2
12.1.01 Violations	12-3
12.1.02 Election of Local 1000 statewide officers, District Labor Council Officers,..	12-3
District Bargaining Unit Representatives, Classification Bargaining Unit Representatives, DLC Local Officers and General Council Delegates	12-3
12.1.03 Local 1000 Nomination Form	12-3
12.1.04 Candidate Statement.....	12-4
12.1.05 Election Procedures	12-4
12.1.06 Statewide Elections Committee.....	12-5
12.1.07 Use of Membership Lists	12-6
12.1.08 Protest of Local 1000 statewide officers, DLC Officer, Local Officer, DBUR, CBUR or General Council Delegate Elections	12-6
12.2.00 STATEWIDE BARGAINING ADVISORY COMMITTEES AND	12-7
BARGAINING UNIT NEGOTIATING COMMITTEES	12-7
12.2.01 BUNC Election Protests.....	12-8
12.3.00 RECALL OF ELECTED OFFICERS	12-8
12.4.01 Election of Delegates to SEIU International Conventions	12-9
DIVISION 13: REPRESENTATION	13-1
13.0.00 REPRESENTATION.....	13-1
13.0.01 Representation Rights and Limitations	13-1
13.0.02 Types of Representation	13-2
13.0.03 Representation Before Licensing or Examining Boards	13-2
13.0.04 Requests for Formal Representation	13-2
13.0.05 Denial of Representation	13-3
13.1.00 APPEALS	13-3
13.1.01 Representation Appeal	13-3
13.1.02 Decision to Arbitrate and Arbitration Appeals.....	13-3
13.1.03 Request for Indemnification.....	13-4

LOCAL 1000 POLICY FILE

13.2.00 ATTORNEY-CLIENT RELATIONSHIP	13-4
DIVISION 14: LOCAL 1000 COMMUNICATIONS	14-1
14.0.00 AGENDAS	14-1
14.1.00 MINUTES	14-1
14.2.00 LOCAL 1000 POLICY FILE UPDATES	14-1
14.3.00 MISCELLANEOUS COMMUNICATIONS	14-1
14.3.01 Informing the President	14-1
14.3.02 Union Colors and Logo	14-2
DIVISION 15: NEW BARGAINING UNITS	15-1
15.0.00 Formation of DLC and BUNC	15-1
15.0.01 DLC Administrator	15-1
15.0.02 Steward Training	15-1
15.0.03 Membership Effective Date	15-1
15.0.04 Initial Election and Term of Office	15-1

LOCAL 1000 POLICY FILE

LOCAL 1000 POLICY FILE

**DIVISION 1:
ESTABLISHMENT, PURPOSE, AND GOVERNANCE**

1.0.00 ESTABLISHMENT

1.0.01 Local 1000

SEIU Local 1000 (Local 1000) is the designated representative under the Dills Act (Govt. Code 3500 et seq.) for employees in civil service bargaining units 1, 3, 4, 11, 14, 15, 17, 20, and 21 and under other appropriate collective bargaining laws for those employed under any public service employment program, and any other person employed by a public or private employer who is approved for membership by the Board of Directors. Membership is open to all rank and file employees in those bargaining units, and as otherwise provided by the Local 1000 Bylaws. Local 1000 is affiliated with the Service Employees International Union (SEIU) and the California State Employees Association (CSEA).

1.0.02 Purpose

Local 1000 is a strong, member led union. The purpose of Local 1000 is to have the power necessary to give our members – and all Californians – the opportunity to have a good life, live in sustainable communities and enjoy the fruits of social, economic and environmental justice.

We will achieve this by engaging and developing our members and by creating strategic alliances with key leaders and organizations who share our purpose and values.

1.0.03 Governance: Definitions

(a) Local 1000 Committee of the CSEA Board of Directors:

The Local 1000 committee of the CSEA Board of Directors represent the membership of Local 1000.

(b) Local 1000 Board of Directors:

The Local 1000 Board of Directors serves as the corporate board of directors for Local 1000. It comprises the four statewide officers, the president of each District Labor Council (DLC) and the chair of each Bargaining Unit Negotiating Committee (BUNC).

The Local 1000 Board of Directors sets the direction for Local 1000, determines goals and objectives, adopts and monitors plans, adjusts budgets and evaluates progress in carrying out the purposes of Local 1000, including all matters of employee-employer relations, wages, hours and other terms and conditions of employment. The Local 1000 Board of Directors promotes grassroots union activism through the establishment or strengthening of work site locals, DLCs, Statewide Bargaining Advisory Committees (SBACs), and Bargaining Unit Negotiating Committees (BUNCs). The Local 1000 Board of Directors determines its own rules and procedures, and delegates its authority as it deems expedient within the framework of Local 1000. The Local 1000 Board of Directors has power to interpret and define Local 1000 bylaws and policy in areas of uncertainty or ambiguity.

1.0.04 District Labor Councils

The DLCs carry out Local 1000's programs within designated jurisdictional boundaries. The number of DLCs is determined by the Local 1000 Board of Directors. Members are assigned to DLCs based on permanent worksite locations according to alignment plans established by the Local 1000 Board of Directors. Each DLC is governed by its own executive board.

1.0.05 Bargaining Unit Negotiating Committees

BUNCs are responsible for negotiating contracts for wages, hours, benefits and other terms and conditions of employment for their respective bargaining units. Each bargaining unit has a SBAC consisting of one or more District Bargaining Unit Representatives (DBURs) from each DLC in which the affected bargaining unit has members.

1.0.06 Executive Committee

The four statewide officers (President, Vice President/Secretary-Treasurer, Vice President for Organizing/Representation, and Vice President for Bargaining) serve as the Local 1000 Executive Committee and carry out the policies of Local 1000 and manage the business and affairs of the corporation between meetings of the Local 1000 Board of Directors.

1.0.07 General Council Delegates

Local 1000 is represented at CSEA's General Council by delegates elected directly by the members of their respective jurisdictions, or as otherwise provided by the CSEA or Local 1000 Bylaws. General Council delegates have no role in the governance or administration of Local 1000 except for those responsibilities expressly delegated to them by the Local 1000 Bylaws, this Policy File, or by the express direction of the Local 1000 Board of Directors.

1.1.00 COMMITMENT TO ORGANIZATIONAL EQUITY, INCLUSION AND DIVERSITY

- (a) Local 1000 is committed to organizational equity, inclusion and diversity. It prohibits discrimination in employment based on race, color, sex, religion, national origin, sexual orientation, gender, gender identity, gender expression, ancestry, disability, age, creed, marital status, or political affiliation.
- (b) Local 1000 shall enforce and pursue the development of programs and laws to strengthen the implementation and enforcement of existing civil rights and legislation that promotes diversity and equality.
- (c) Local 1000 shall provide support and representation for those members who believe they have been discriminated against in their work place, by pursuing the filing of charges and legal actions where appropriate.
- (d) Local 1000 shall ensure that Local 1000 itself is in compliance with the letter and intent of appropriate federal and state laws.
- (e) Training in laws and issues relevant to the rights of protected groups identified in this policy shall be incorporated into steward training modules.
- (f) Whenever Local 1000 takes part in or subscribes to a political, cultural or social event, it shall research those individuals or participating organizations and the principal owners, operators or agents for the venues to be utilized, and take appropriate action to ensure that this participation will not support or serve indirectly to advocate for discriminatory policies, activities or measures in any form.

LOCAL 1000 POLICY FILE

**DIVISION 2:
MEMBERSHIP**

2.1.00 MEMBERSHIP DEFINITIONS

(a) Employee:

All rank and file employees in bargaining units represented by Local 1000.

(b) Member:

A member is an employee who pays dues to Local 1000.

(c) Active Member:

An Active member is a member who is current in the payment of all dues, fees, and assessments.

(d) Associate Member:

An Associate Member is a member who is on unpaid leave of absence from employment. Associate members may participate in Local 1000 programs but may not vote, hold office, serve on committees or serve as job stewards unless expressly approved by the Local 1000 Board of Directors.

(e) Member in Good Standing:

A member in “good standing” is a member who is current in the payment of all dues, fees, and assessments and is not under disciplinary suspension.

2.2.00 MEMBERSHIP EFFECTIVE DATE

2.2.01 Initial Membership

(a) Local 1000 membership is effective at the time a signed membership payroll deduction authorization is received by the Membership department of Local 1000.

(b) New members are deemed to be in good standing at the time Local 1000 receives the membership application.

2.3.00 MEMBERSHIP CARDS

Local 1000 shall provide each member with a membership card or other proof of membership.

2.4.00 WITHDRAWAL FROM MEMBERSHIP

- (a) Immediately upon receipt of a request for cancellation or letter of withdrawal, Local 1000 shall send a letter informing the member of the loss of benefits and requesting the reason(s) for cancellation. A membership application shall be sent with each letter.
- (b) Members who cancel their notice of withdrawal before the loss of dues to Local 1000 shall retain their prior membership status. Employees who reinstate to membership after a loss of dues shall have the status of new members.

2.5.00 MEMBERSHIP STATUS WHILE OFF PAYROLL

2.5.01 Continuation of Benefits

When a member's dues are delinquent because of unpaid leave status, as defined in current collective bargaining contracts, and where such member's group insurance may be jeopardized because of non-membership, the Local 1000 President may continue the active membership by handling the dues as an account receivable.

When an associate member's dues are delinquent, and where such member's group insurance may be jeopardized, the Local 1000 President may continue benefits by handling the dues as an account receivable.

2.5.02 Layoff or Termination

When a member is off the payroll because of layoff or involuntary termination, he or she is eligible for Local 1000 benefits and representation provided membership dues or fees are maintained.

2.5.03 Military Leave

When a member is on full time military leave and off payroll, dues shall be suspended until such time as he or she returns from such leave or is separated from state service/employment within a represented bargaining unit.

2.6.00 MEMBERSHIP LISTS

Local 1000 member lists may be used only for authorized purposes. The complete official membership list shall be maintained by Local 1000 and is the exclusive property of Local 1000.

2.6.01 Provision of Lists

Upon request, a DLC President or BUNC Chair shall be provided a copy of the DLC's or Bargaining Unit's current member list. All membership names and addresses provided to DLCs or BUNCs shall be considered confidential and shall not be copied or distributed to DLC or Bargaining Unit members.

- (a) No DLC President or BUNC Chair is authorized to obtain the member list of any other DLC or BUNC without the written authorization of the affected DLC President or BUNC Chair.
- (b) Member lists shall not be used to disseminate information that is contrary to Local 1000's approved policies or programs; or be sold, loaned or gifted to any person or organization unless expressly authorized by Local 1000.

2.6.02 Use of Name and Emblem or Logo

Local 1000's name, logo, emblem, or graphics may be used only for authorized business purposes.

2.6.03 Use

The member lists shall be used as follows:

- (a) The Local 1000 Board of Directors authorizes staff to disseminate:
 - (1) Official publications and communications as directed by the Local 1000 Board of Directors and budgeted for the normal business of Local 1000 and other publications and communications as directed by the President in connection with the advancement of the Local 1000's stated goals and objectives and organizational activities;
 - (2) DLC, bargaining unit committee, worksite publications and communications within respective jurisdictions at cost of materials, labor and postage to the official requesting mail services;
 - (3) Information to the full membership or any portion thereof on matters relating to member benefits, including PERS-sponsored health programs. These shall comply with the

following criteria: (i) that subject mailings be authorized by the Vice President/Secretary-Treasurer or designee; (ii) that such mailings be at the cost of the organization requesting the mailing; (iii) that the mailings be done in a union print shop, when available, or by a certified mailing company; and (iv) that any mailing list provided to a certified mailing company or outside organization be marked “confidential, do not copy” or be accompanied by a similar notice, and reasonable steps be taken to ensure that any copy of the membership information is returned or destroyed after completion of the subject mailing.

- (b) The Vice President/Secretary-Treasurer may authorize the use of the membership list by Local 1000 to mail material on behalf of an individual member or groups of members. The Vice President/Secretary-Treasurer is authorized to develop forms for member requests for use of membership lists and to make such forms available to members. The following procedures shall apply.
- (c) Any member request for inspection of membership lists or direct mailing by Local 1000 may be denied if the mailing request is not for a proper purpose relating to the member’s rights as a member of the Local 1000, if the mailing would violate the constitutional or statutory rights of other members, if the mailing would create liability for Local 1000 or its members, would be used for a purpose in competition with Local 1000 or would interfere with Local 1000’s legal obligations, or would be used for commercial or political purposes not authorized by the Local 1000 Board of Directors or not conforming to Local 1000’s policies.
- (d) DLCs or BUNCs may utilize the names and addresses of their own members by requesting Local 1000 to provide them with addressed envelopes or labels for use in the conduct of official DLC or BUNC business, the cost of which shall be borne by the DLC or BUNC. DLCs may not receive mailing addresses for members of other DLCs. All membership names and addresses provided to DLCs or BUNCs shall be considered confidential and shall not be copied or distributed to DLC or Bargaining Unit members.

(e) Member Requests:

(1) Member Requests relating to elections:

Individual members who are nominees for an elected position in Local 1000 may request a mailing by submitting a written request to the Vice President/Secretary-Treasurer as follows:

- (i) The request must state (A) the office for which the member is a nominee and (B) the members who are to receive the mailing, which shall be limited to the membership group who is entitled to vote on the office in question; and

LOCAL 1000 POLICY FILE

- (ii) This request shall use the form provided by Local 1000 for mailing requests, must include a copy of the material to be mailed and must be signed by the member(s) requesting the mailing.
- (iii) The Vice President/Secretary-Treasurer will advise the member of the estimated cost of the mailing promptly, as provided below. The mailing shall be made within ten (10) days after payment of the estimated costs of mailing, unless the Vice-President/Secretary-Treasurer advises the member within that time that the mailing will not be permitted. In making that determination, the Vice President/Secretary-Treasurer shall act in accordance with applicable law.
- (iv) If a mailing request is denied, the member may appeal to the Local 1000 President in writing stating the nature of the appeal. All appeals shall be referred to the Election Committee for resolution under its procedures.

(2) Member Requests relating to other union purposes:

Members who desire to use the union membership list for proper purposes relating to their interest as a member, which are not covered by paragraph (1) above, must apply for use of the membership list by submitting a written request to the Vice President/Secretary-Treasurer, using the following procedure:

The request must state (i) the purpose for the mailing, explaining how such a mailing is in the person's interest as a member; and (ii) which members are to receive the mailing. The Vice President/Secretary-Treasurer shall verify that the member(s) is in good standing. If not, the request will be denied.

This request shall use the form provided by Local 1000 for mailing requests, must include a copy of the material to be mailed and must be signed by the member(s) requesting the mailing.

The Vice President/Secretary-Treasurer will respond within ten business days as to whether the membership list can be used for the mailing and, if the use is authorized. In making this determination the Vice President/Secretary-Treasurer shall act in accordance with applicable law.

If the request is denied or if the member believes that the use of the union membership list as provided for herein for mailing to members does not meet the needs of the member requesting access to the union membership list, the member may appeal to the President in writing stating the nature of the appeal.

(3) Payment of costs of mailing:

When notifying a member that use of the membership list is approved, the Vice President/ Secretary-Treasurer will advise the member of the estimated cost of the services required to do the mailing on the member's behalf. This cost will be at the standard rate for providing such services including mailing either first class mail or by pre-sorted standard mail at the member's option. The member must pay in full for the services prior to the mailing. The check or other proof of payment received for the services shall be copied and a copy shall be attached to the work order.

Disclaimer:

All mailings under this section shall have the following statement prominently displayed on the outside of the mailer at no less than eight point bold print on the bottom or along the side margin of the message, and the return address must be the home address of the person requesting the mailing: "THIS MATERIAL IS NOT PAID FOR OR ENDORSED BY SEIU LOCAL 1000."

**DIVISION 3:
LOCAL 1000 STATEWIDE GOVERNANCE**

3.0.00 LOCAL 1000 BOARD OF DIRECTORS AND STATEWIDE OFFICERS

The Local 1000 Board of Directors serves as the corporate board of directors for Local 1000. It comprises the four statewide officers, the president of each DLC and the chair of each BUNC.

3.0.01 Local 1000 Executive Committee

The four Local 1000 statewide officers shall serve as an Executive Committee. The Local 1000 Board of Directors delegates to the Executive Committee all the necessary authority to carry out the policies, programs and plans of the Local between meetings of the Local 1000 Board of Directors, including but not limited to financial and staff resources; member, leader and staff training and development, political and charitable contributions and assistance to allied organizations. All actions taken by the Executive Committee shall be reported to the Local 1000 Board of Directors at the next regularly scheduled meeting.

3.0.02 Voting

- (a) On all matters before the Local 1000 Board of Directors, each Board member shall have a vote.

3.0.03 Duties of the statewide officers

In addition to those duties set forth in the Bylaws or elsewhere in this Policy File, the duties of the four statewide officers shall include:

- (a) President:
 - (1) Administering the daily affairs of Local 1000, carrying out the policies and procedures of Local 1000, executing the plans and programs of Local 1000 and between meetings of the Local 1000 Board of Directors making all necessary interpretations or clarifications of Local 1000 bylaws and policy.
 - (2) Scheduling and presiding over all meetings of the Local 1000 Board of Directors and the Local 1000 Executive Committee.
 - (3) With the exception of SBACs and their respective BUNCs, appointing all committee members, subject to disaffirmation by the Local 1000 Board of Directors and serving as an ex-officio member of all committees.
 - (4) Representing Local 1000 on the CSEA Board of Directors.

- (5) Being Local 1000's chief negotiator for any master contract negotiations, or may delegate that responsibility to the Vice President for Bargaining for any master contract negotiations.
- (6) Performing such other duties as may be prescribed by the Bylaws, this Policy File or as directed by the Local 1000 Board of Directors.
- (7) Coordinating Local 1000's activities at CSEA General Council and chairing all meetings of Local 1000's General Council delegates.
- (8) Reviewing agenda items submitted for Local 1000 Board of Directors meetings and referring or deferring agenda items.
- (9) Being Local 1000's main spokesperson in communicating with media representatives regarding collective bargaining issues, progress of negotiations or other items of Local 1000 policy or positions.
- (10) Providing methods of communication amongst the Local 1000 Board of Directors, DLCs, SBACs, BUNCs, and Local 1000 members and non-members, on all matters, including those within CSEA, affecting Local 1000.
- (11) Receiving all management notices of changes in terms and conditions of employment.
- (12) Between contract negotiations, appointing all members to meet and confer negotiations with the State of California or other recognized employer which are not unit specific.

(b) Vice President/Secretary-Treasurer:

- (1) Assisting the President in administering the affairs of Local 1000.
- (2) Coordinating Local 1000's fiscal policy and procedures, reporting the status of Local 1000 funds; and chairing the Budget, Agenda, and Grants Committees.
- (3) Keeping, at Local 1000's principal office or such other place as the Local 1000 Board of Directors may direct:
 - (i) Minutes of all meetings, proceedings, and actions of the Local 1000 Board of Directors, committees of the Board, member or delegate meetings;
 - (ii) A copy of the current Articles of Incorporation and Bylaws;

- (4) Serving as one of the Local 1000 representatives on the Board of Directors of CSEA.
- (5) Performing such other duties as may be prescribed by the Bylaws, the Policy File, or as directed by the Local 1000 Board of Directors or Executive Committee.
 - (i) Assume the President's duties in the event of the President's temporary absence or disability;
 - (ii) With the Local 1000 statewide officers and Budget Committee prepare the Local 1000 budget for approval by the Local 1000 Board of Directors;
 - (iii) Assist the President in coordinating media relations and dissemination of information.
 - (iv) Chair the Budget, Agenda and Grants Committees.
 - (v) Together with the President, establish accounts at banks or other financial institutions for Local 1000 funds, authorize deposits to and withdrawals from such accounts, review the balances in and transactions affecting such accounts, and to take such action as deemed necessary to insure that deposits and withdrawals from such accounts are made with the approval of the appropriate Local 1000 statewide officers and are used for authorized purposes of Local 1000.
- (c) Vice President for Organizing/Representation:
 - (1) Acting as a spokesperson for the DLCs.
 - (2) Filling DLC vacancies, except for delegates to the General Council, whenever procedures to fill vacancies do not exist or have been exhausted and vacancies still exist.
 - (3) Assisting the President in administering the affairs of Local 1000.
 - (4) Administering a job steward training and certification program.
 - (5) Performing such other duties as may be prescribed by the Bylaws, this Policy File or as directed by the Local 1000 Board of Directors or Executive Committee.
 - (6) Reporting to the Local 1000 Board of Directors any needed change in alignment of DLCs.
 - (7) Serving as an ex-officio member of the Chief Steward Committee.

(d) Vice President for Bargaining:

- (1) Presiding over all meetings of the BUNC chairs.
- (2) Serving as liaison to the Executive Committee for the BUNC chairs.
- (3) Acting as a spokesperson for the BUNCs.
- (4) Performing all other duties as assigned by the President.
- (5) Serving as chair of the Local 1000 Bargaining Committee.
- (6) Assisting the President or designee with master contract negotiations.
- (7) Performing such other duties as prescribed by the Bylaws, this Policy File or as directed by the Local 1000 Board of Directors or Executive Committee

3.1.00 LOCAL 1000 STATEWIDE OFFICERS LEAVE AND COMPENSATION

(a) Union Leave for the Local 1000 statewide officers:

Local 1000 shall secure union leave for the Local 1000 statewide officers as follows:

The President shall have full time leave, and the other three statewide officers may have a period of leave as determined by the Board.

- (b) Should union leave not be available, Local 1000 shall pay directly to the Local 1000 statewide Officers the State salary the statewide officer would have drawn while on union leave, including any scheduled State salary adjustments during the their term of office. In addition, Local 1000 shall pay the cost of any benefits that would have been paid by the State employer for the period of union leave.
- (c) President's stipend: The President shall be compensated an amount at least equal to the one thousandth highest-paid state employee represented by our union. The President shall be paid her or his state salary, consistent with paragraph (b) above, however, if the annualized salary of the one thousandth highest-paid state employee represented by our union during the prior month exceeds the President's annual state salary, the President shall be paid a stipend equal to the difference between her or his state salary and the annualized salary of the one thousandth highest-paid state employee represented by our union.

- (d) Stipends for the other three statewide officers: Local 1000's three other statewide officers shall be compensated an amount at least equal to fifteen percent less than the one thousandth highest-paid state employee represented by our union. statewide officers shall be paid their state salary, consistent with paragraph (b) above, however, if fifteen percent less than the annualized salary of the one thousandth highest-paid state employee represented by our union during the prior month exceeds the statewide officer's state salary, that statewide officer shall be paid a stipend equal to the difference between her or his state salary and fifteen percent less than the annualized salary of the one thousandth highest-paid state employee represented by our union.
- (e) Stipends shall be prorated consistent with the period of leave.

3.1.01 Vacancies

- (a) In the event of the resignation or death of the President, within 30 days, or at the next Executive Committee meeting, whichever is sooner, the Executive Committee shall elect a new President from among the three vice presidents then in office. The election of the new President by the Executive Committee shall be brought to the Local 1000 Board of Directors for vote to affirm the election by the Executive Committee.
- (b) If any of the vice president positions become vacant, the President shall make an appointment to fill the vacancy until the next regularly scheduled Local 1000 Board of Directors meeting, at which time the Local 1000 Board of Directors shall vote on whether to affirm the appointment.
- (c) Should all four Local 1000 officer positions become vacant, the Chairperson of the Bargaining Unit Negotiating Committee 1 and 4 shall become acting President and Vice President/Secretary-Treasurer. If there is no mutual agreement between the two as to which chair will assume the position of President and which will assume the position of Vice President/Secretary-Treasurer, the choice will be made by drawing lots. A special Local 1000 Board of Directors meeting will be held within 60 days of the four vacancies at which time the Local 1000 Board of Directors will hold an election to fill all four vacancies.

3.2.00 MEETINGS

Meetings of the Local 1000 Board of Directors or any sub-organization of Local 1000, whether at the workplace or other locations, are conducted by and under the authority of the elected officers of Local 1000, the DLC, SBAC, BUNC or other duly authorized body of Local 1000. Non-members, including staff, whose presence is unnecessary to the issues under discussion, may be excluded from such meetings by the presiding officer subject to the disaffirmation of the body.

- (a) The Local 1000 Board of Directors shall meet at least three times per year to discuss routine business of the Local. Special or emergency meetings shall be called by the Local 1000 President as needed to meet operational requirements.
- (b) Upon petition by a majority of the Local 1000 Board of Directors members, the President shall call a special meeting of the Board.
- (1) Such petition shall contain the following information:
 - (i) The specific issue(s) for the proposed agenda and the circumstance(s) or reason(s) such issue(s) cannot reasonably be dealt with at the next regularly scheduled Board meeting;
 - (ii) The potential damage or loss to the Local or its members which is likely to occur if such issue(s) are not resolved at the meeting proposed by the petition;
- (2) Such petition shall be delivered to the Local 1000 President or, in the President's absence, the Vice President/Secretary-Treasurer for consideration 24 hours prior to its circulation.
- (c) Except in urgent situations, notice shall be given to Directors at least 30 days prior to the meeting date.
- (d) In urgent situations, notice shall be given to Directors at least five days prior to the meeting date.
- (e) Notice of meetings shall be the responsibility of the Local 1000 President.

3.2.01 Quorum

- (a) A majority of the Local 1000 Board of Directors shall constitute a quorum.
- (b) Business requiring a vote shall not be conducted without a quorum.

3.2.02 Order of Business

- (a) The order of business of all routine meetings of the Board shall include the following:
 - (1) Report of the agenda committee;
 - (2) Approval of agenda;
 - (3) Approval of minutes;

- (4) Reports;
- (5) Unfinished Business;
- (6) New Business; and
- (7) Added Items.

3.2.03 Parliamentary Procedure

Policy of Local 1000 and Roberts Rules of Order, Newly Revised, latest edition, in that order, shall govern the procedure of Board meetings.

3.2.04 Amending the Policy File

- (a) Amendments to the Policy File may be proposed by any Director.
- (b) All amendments to Local 1000 Policy File must be voted on separately by division or a lesser part.
- (c) Amendment to the Policy File shall be by a majority vote of the Local 1000 Board of Directors.

3.2.05 Source and/or Impact of Funding

Any motion before the Local 1000 Board of Directors that proposes to expend funds not otherwise budgeted must contain a funding source. Proposals in excess of \$20,000 shall be referred to the Budget Committee for an impact analysis prior to vote by the Local 1000 Board of Directors.

3.2.06 Agenda

- (a) Items for inclusion on the agenda must be submitted to the President at least 25 days prior to the date of the meeting and shall be accompanied by factual supporting data. The agenda shall be sent to Local 1000 Board of Directors at least 15 days prior to the meeting.
- (b) Items submitted for the agenda may be referred or deferred by the President. Items referred or deferred by the President will become informational items on the agenda with a recommendation from a committee or in its original form unless the President referred or deferred the item for a specific time period. The Local 1000 Board of Directors may by a majority vote place informational items on the action agenda.

- (c) Agenda action items submitted to the Local 1000 Board of Directors proposing Policy File changes shall be written in appropriate Policy File language.
- (d) Each agenda shall include a list of all previous Local 1000 Board of Directors' motions on which action items have not been completed.
- (e) Special or emergency Local 1000 Board of Directors meeting agenda items need not comply with this policy.

3.2.07 Continuation of Agenda Items

All matters appearing on the agenda which are not disposed of, shall appear on the next agenda as items of unfinished business.

3.2.08 Approval of Meetings

- (a) All meetings of the Local 1000 Board of Directors, SBACs and BUNCs shall be called at the direction of the President or BUNC Chair.
- (b) All meetings of SBACs and BUNCs at Local 1000 expense require prior approval of the President. In the absence of the President, approval must be obtained from the Vice President for Bargaining. Each request must be accompanied by an agenda in order to be approved. Meeting requests for SBACs and BUNCs shall be made by the BUNC Chair. Any denial shall be in writing and appealable to the Local 1000 Board of Directors. The appeal shall be voted on by the Local 1000 Board of Directors within five days.
- (c) All meetings of Local 1000 committees require prior approval of the President.

3.2.09 Executive Sessions

The Local 1000 Board of Directors, SBACs and BUNCs may meet in executive session when discussing development of bargaining strategy, personnel matters, disciplinary actions, representation appeals, or other matters deemed by the President, the Board, or the BUNC Chair as confidential. Executive sessions, when held as a part of regular meetings, shall be scheduled for an announced time certain. Any actions taken during an executive session shall be reported in open session in a manner that does not disclose any of the confidential information.

Attendance at executive sessions shall be restricted to the member(s) of the body holding the meeting, statewide officers, and staff and other individuals who have pertinent

information and whose presence is determined to be necessary by the presiding officer, subject to disaffirmation by the body.

3.2.10 Child Care

Every attempt will be made to provide childcare to members attending Local 1000 meetings.

3.2.11 Board Debate

- (a) The presiding officer shall give preference to the maker and then to the second of a motion to speak first. Thereafter, recognition shall alternate, insofar as practicable, between those favoring the questions and those opposing the question. No member shall speak for more than two minutes, nor speak a second time, until all those wishing to speak on that question have spoken.
- (b) Once a member has spoken to a question, he or she may not thereafter move to close debate without being recognized a second time.
- (c) When the presiding officer judges that members on both sides of a question have had ample opportunity to debate, the presiding officer, on his or her initiative, may propose that debate be closed. If there is objection from the assembly, then the presiding officer shall proceed to put to a vote the question of whether to close debate. Any individual member may also move to close debate at any time, provided there has actually been debate on the issue. It shall take a two-thirds vote to close debate on any main motion, but debate may be closed for amendments and procedural motions by a majority of the Local 1000 Board of Directors.
- (d) Nothing in this section is intended to limit the authority of the Local 1000 Board of Directors to adopt a motion to either extend or limit debate as otherwise provided by its parliamentary authority.

3.2.12 Requests for Personal Privilege and Information

(a) Procedural Privilege:

If a member's ability to participate fully or effectively in the meeting is hindered in some way, that member has the right to be recognized immediately upon a point of personal privilege, and the presiding officer shall address the problem immediately.

(b) Nonprocedural Privilege:

All other points of personal privilege shall be recognized at the discretion of the presiding officer. The presiding officer has the discretion to require that he or she be provided with written notice of a member's desire to make a point of personal privilege that is not procedural. The presiding officer shall defer to the time immediately prior to the next recess or adjournment all such points that do not, in the presiding officer's judgment, warrant earlier attention.

(c) Request for Information:

A member may interrupt a speaker to request information from the presiding officer that is relevant to the discussion. A request for information shall not be used to engage in debate. If, in the presiding officer's judgment, a member has intentionally misused a request for information, the presiding officer may deem the member as having spoken to the question and shall not recognize the member further until all other members wishing to speak to the question have done so.

**DIVISION 4:
DISTRICT LABOR COUNCILS**

4.0.00 DISTRICT LABOR COUNCILS

4.0.01 Purpose of the District Labor Councils

- (a) The DLC is the organization of members and stewards that carries out Local 1000's programs within its jurisdictional boundaries. The DLC also coordinates the administration of worksite locals, which may be created within the DLC's jurisdiction.
- (b) The DLC also serves as the basic structure for members to participate in the democratic decision making process.
- (c) Geographic Jurisdiction of the DLC:
 - (1) The jurisdiction of a DLC is determined by the Local 1000 Board of Directors.
 - (2) Members are assigned to DLCs based on permanent worksite locations.
 - (3) The jurisdiction of a DLC may be realigned by the Local 1000 Board of Directors.
 - (4) The Local 1000 Board of Directors must approve any realignment of DLCs prior to implementation.
 - (5) No DLC officer or DBUR shall lose his or her position by virtue of such realignment until his or her existing term of office has expired.
 - (6) At least six months prior to each election cycle, the Local 1000 Board of Directors shall determine if any realignments are necessary and take appropriate action.

4.0.02 Responsibilities of the DLCs

- (a) The DLC shall:
 - (1) Organize and carry out the Local 1000's representation, recruitment, bargaining and political programs through networks of members and stewards within its jurisdiction.
 - (2) Hold membership and executive board meetings at least quarterly.

- (3) Give at least seven days public or written notice to all stewards and to each worksite for all DLC general membership and executive board meetings.
- (4) Provide funds to its Worksite Locals when feasible, and coordinate and monitor the activities of Worksite Locals under its jurisdiction. The DLC shall establish procedures by which funds are disbursed.
- (5) Make annual financial reports to the DLC membership.
- (6) Recruit and help train stewards.
- (7) Hear complaints and appeals against the Worksite Locals by their members.
- (8) Assist in the development and enforcement of Local 1000 policy.
- (9) Inform their members of the fact that representation is available for those who express a need for such help.
- (10) Publicize to their members the person(s) to whom grievance problems are to be referred.

4.0.03 District Labor Council Officers

The officers of the DLC are President, Vice President/Chief Steward, Secretary/Treasurer or Secretary and Treasurer, and Senior Stewards from worksite locals. They are elected from and by Local 1000 members within the jurisdiction of the affected DLC.

4.0.04 District Labor Council Executive Boards

- (a) The Executive Board is made up of the DLC President, Vice President/Chief Steward, Secretary/Treasurer or Secretary and Treasurer, each Senior Steward and one DBUR per bargaining unit within the DLC.
- (b) Upon petition of two-thirds of the DLC Executive Board members, the President shall call a special meeting of the Executive Board or DLC Membership for the purposes designated by the petition.
- (c) The Executive Board by majority vote shall determine if the office of the Secretary/Treasurer shall be divided or combined prior to the beginning of the election cycle or if either office becomes vacant.
- (d) DLC officers may not concurrently hold another office in Local 1000, except that of General Council delegate.

- (e) All DLC officers and DBURs must be members of Local 1000 and be certified stewards.

Any DLC officer or DBUR shall forfeit his or her position upon ceasing to work within the jurisdiction of the DLC. Exceptions exist when:

- (1) A DBUR who is a BUNC member:

- (i) Has been involuntarily transferred to a different DLC but remains within the bargaining unit.
- (ii) Voluntarily transfers from a state restriction of appointment list in lieu of layoff.
- (iii) No DBUR who is a BUNC member shall lose his or her position by virtue of such reassignment.
- (iv) If positions on the BUNC have designated seats, the SBAC, by its rules, may make exceptions to the designation when either (i) or (ii) above occurs.

- (2) An elected official of the DLC is on a disability leave for less than 90 days or for over 90 days with the approval of the DLC Executive Board.

4.0.05 Duties of the DLC Officers

- (a) Duties of the DLC President:

The DLC President shall be responsible for the activities of the DLC and ensuring the proper administration of the DLC:

- (1) Represent the DLC as a member of the Local 1000 Board of Directors;
- (2) Assist in the development and implementation of Local 1000's policies and programs;
- (3) Serve on Local 1000 committees as requested by the Local 1000 President;
- (4) Assist the Chief Steward in training Senior Stewards and may serve as trainer for other DLC training activities, evaluate and monitor those training programs;
- (5) Appoint all members to DLC committees subject to disaffirmation by the DLC Executive Board;

- (6) Appoint a local appeals panel to hear complaints from worksite members concerning DLC or Worksite Local activities;
- (7) Publish the financial report yearly to the members of their respective DLC; and
- (8) Schedule and preside over all meetings of the DLC Executive Board and general membership meetings.

(b) Duties of the Vice President/Chief Steward:

The Vice President/Chief Steward is responsible for the administration of the steward training and contract enforcement program and shall:

- (1) Serve in place of the DLC President in the President's absence, or upon the President's request, except when otherwise provided by law or by the Local 1000 Bylaws;
- (2) Ensure the continuing certification of all worksite stewards within the jurisdiction of the DLC;
- (3) Report quarterly to the Local 1000 Vice President for Organizing/Representation on the implementation and status for the representation program;
- (4) Communicate grievance settlements and information to the senior stewards for training worksite stewards;
- (5) Perform such other duties as requested by the DLC President; and
- (6) Serve as a member of the DLC Executive Board.

(c) Duties of the Secretary/Treasurer:

The Secretary/Treasurer is the financial officer of the DLC and shall:

- (1) Maintain minutes of all DLC meetings and forward copies to the Vice President for Organizing/Representation for appointments and copies to Local 1000 Accounting;
- (2) Maintain the DLC's bylaws, and retain a copy of the Local 1000 Policy File and Bylaws;
- (3) Present any financial reports when requested by the DLC Executive Board and annually to the members of the DLC;

- (4) Prior to December, call a meeting of the DLC Executive Board to prepare a budget for the upcoming year;
 - (5) Present the proposed budget at a membership meeting for approval, prior to the upcoming budgetary year;
 - (6) Perform such other duties as requested by the DLC President; and
 - (7) Serve as a member of the DLC Executive Board.
- (d) If the DLC has divided the office of Secretary/Treasurer then the duties shall be as follows:

(1) Duties of the Secretary:

- (i) Take, maintain, and submit to appropriate persons the minutes of all DLC meetings;
- (ii) Maintain the DLC's bylaws; and
- (iii) Perform such other duties as requested by the DLC President.

(2) Duties of the Treasurer:

- (i) Coordinate the financial records of the DLC with Local 1000;
- (ii) Report the status of DLC finances to the DLC Executive Board;
- (iii) Prior to December, call a meeting of the Executive Board to prepare a budget for the upcoming year;
- (iv) Present the proposed budget at a membership meeting for approval prior to the upcoming budgetary year; and
- (v) Perform such other duties as requested by the DLC President.

4.0.06 Duties of the District Bargaining Unit Representatives

There shall be one DBUR for each bargaining unit that has members in that bargaining unit within the jurisdiction of the DLC unless an alternative SBAC structure has been approved by the Local 1000 Board of Directors.

DBURs shall:

- (a) Participate in SBAC meetings;
- (b) Elect the BUNC, and the Chair, Vice Chair and Alternate Vice Chair;
- (c) Serve as the conduit for information from the SBAC and the BUNC to the members of their DLC;
- (d) Participate in bargaining campaign activities;
- (e) Solicit, receive and compile concerns relating to wages, hours and working conditions from the stewards and members;
- (f) Bring these concerns forward to the SBAC for discussion and, when requested, provide contract proposals in writing;
- (g) Educate stewards and members on the contract and help coordinate the ratification/strike vote;
- (h) Serve on the DLC Executive Board as a voting member (if an alternative SBAC structure has been approved by the Local 1000 Board of Directors, there shall be only one DBUR per bargaining unit with a vote on the DLC Executive Board); and
- (i) Perform such other duties as requested by the DLC President and bargaining unit chair.

4.0.07 Filling of the DLC Vacancies

Vacancies in a DLC office occurring through circumstances other than “recall” shall be filled as follows:

- (a) President:

In the event of a vacancy in the office of President, the Vice President/Chief Steward assumes the office of President.

- (b) President and Vice President/Chief Steward Simultaneously:

Should the offices of President and Vice President/Chief Steward become vacant simultaneously, the order of succession shall be Secretary/Treasurer or Treasurer then the Secretary.

- (c) All Officers Simultaneously:

Should all officer positions become vacant simultaneously, the Vice President for Organizing/Representation shall call a special meeting of the DLC Executive Board to be held within 24 hours of confirmation of such emergency situation. The DLC Executive Board shall meet, elect a temporary chair from among their ranks and proceed to immediately elect a President. The election must be ratified by the DLC membership at a called meeting within 90 days of the appointment.

(d) Other Officers:

To fill a vacancy among the DLC officers, except as provided above, the President shall make an appointment from stewards within the DLC. Such appointment shall take effect immediately, upon written notification to the Vice President for Organizing/Representation, but must be ratified either by the next DLC Executive Board or membership meeting. The pertinent minutes shall be delivered to the Vice President for Organizing/Representation.

(e) District Bargaining Unit Representatives:

Except in circumstances where the vacancy exists because the position was declared vacant pursuant to section 7.0.05, the DLC President shall make an appointment from the membership of the respective bargaining unit in the DLC. Such appointment shall take effect immediately upon written notification to both the Vice President for Organizing/Representation and the Vice President for Bargaining but must be ratified either by the next DLC Executive Board or membership meeting. The pertinent minutes shall be delivered to the Vice President for Organizing/Representation. If the position was declared vacant pursuant to section 7.0.06, the procedures set forth in that section shall apply.

4.1.00 WORKSITE LOCALS

4.1.01 Structure and Responsibilities of the Worksite Locals

- (a) The worksite locals are officially designated organizations of stewards and members within a District Labor Council.
- (b) District Labor Council Executive Boards may propose the creation, dissolution, or modification of worksite locals within their jurisdiction. Such proposals must be submitted in writing to the Vice President for Organizing/Representation and shall be placed on the next Local 1000 Board of Directors agenda for confirmation, modification or rejection.

- (c) The Worksite Locals shall have up to two officers, the Senior Steward and an optional Secretary/Treasurer.
- (d) The Worksite Local Executive Committee shall consist of the Worksite Local officers and the stewards with the purpose of coordinating member activities.
- (e) No Senior Steward will be removed from a DLC Executive Board during his or her term of office by creation, dissolution, or modification of a Worksite Local.

4.1.02 Duties of the Worksite Local Officers

(a) Duties of the Senior Steward:

The Senior Steward is responsible for all activities of the local, ensuring proper administration of the local and shall:

- (1) Organize all activities and programs;
- (2) Report to the DLC President the progress and results of all organizing activities;
- (3) Serve as a member of the DLC Executive Board;
- (4) Report to the DLC Vice President/Chief Steward all representational activities, including grievances filed and training provided; and
- (5) Perform such other duties as requested by the DLC President.

(b) The Local Worksite Secretary/Treasurer shall:

- (1) Maintain minutes of all worksite Local meetings;
 - (2) Prepare the budget with the assistance of the Senior Steward;
 - (3) Report to the DLC Secretary/Treasurer all expenditures of funds; and
 - (4) Perform such other duties as assigned by the Senior Steward or DLC President.
- (c) If the Worksite Local has no Secretary/Treasurer, the above duties shall be fulfilled by the Treasurer or Secretary/Treasurer of the DLC.

**DIVISION 5:
COMMITTEES**

5.0.00 COMMITTEES

(a) The Standing Committees of Local 1000 are:

- (1) African American;
- (2) Agenda;
- (3) Asian Pacific Islander;
- (4) Local 1000 Bargaining;
- (5) Budget;
- (6) Committee on Political Education (COPE);
- (7) Environmental;
- (8) Local 1000 Grants;
- (9) Local 1000 Health and Safety;
- (10) Latin@;
- (11) Lavender (LGBTIQ);
- (12) Native American;
- (13) Statewide Chief Steward;
- (14) Workers with Disabilities;
- (15) Veterans Committee; and
- (16) Women's Committee.

(b) Committee appointments:

- (1) Unless otherwise provided by the Bylaws or this Policy File, appointments to any standing, special or ad hoc committee or task forces shall be made by the President from the membership of Local 1000, subject to disaffirmation of the Local 1000 Board of Directors. The appointments shall be effective on the date(s) specified by the President. The President shall attempt to appoint members to no more than one committee, and appoint members from all areas of the state and representatives from each bargaining unit.
- (2) The Vice President/Secretary-Treasurer shall chair the Budget, Agenda and Grants Committees.
- (3) The Vice President for Organizing/Representation shall chair the Statewide Chief Steward Committee.
- (4) The Vice President for Bargaining shall chair the Local 1000 Bargaining Committee.

5.1.01 African American Committee

The committee shall be responsible for review of the policies, training or apprenticeship programs, wages, working conditions and programs established by the State/Employer that affect or impact all African American state employees, and members of the Local 1000. The committee shall also make any needed recommendations to the Local 1000 Board of Directors or the Local 1000 statewide officers.

Duties and Responsibilities:

- (a) To organize and train Local 1000 African American Members to assume leadership roles.
- (b) To educate and inform all Local 1000 members about the needs and concerns affecting African Americans, identifying issues of particular concern, and supporting Local 1000 through its leadership roles by means of more educated and prepared African American members.

5.1.02 Agenda Committee

The committee is responsible for review of all items submitted for addition to the Local 1000 Board of Directors agenda. Only Local 1000 Board of Directors members may be appointed to the Agenda Committee.

Duties and Responsibilities

- (a) The Agenda Committee shall meet immediately prior to the Local 1000 Board of Directors meeting to review all items submitted for addition to the agenda. Each item submitted to the committee as an emergency item to be placed on the action agenda of the Local 1000 Board of Directors shall meet one or more of the following standards:
 - (1) Must arise out of circumstances which could not reasonably have been foreseen by the deadline for submission of regular agenda items;
 - (2) Some substantial damage or loss to Local 1000 or its members will occur if action is not taken; or
 - (3) The proposed action involves some nonrecurring opportunity or benefit, which will be lost if not acted upon.
- (b) Any item approved by the Agenda Committee shall become an action item of the agenda. Any item rejected by the Agenda Committee shall be reported to the Board and may become an action item by a majority vote of the Local 1000 Board of Directors.

5.1.03 Asian-Pacific Islander Committee

The committee shall be responsible for review of the policies, training or apprenticeship programs, wages, working conditions and programs established by the State/Employer that affect or impact all Asian-Pacific Islander state employees, and members of the Local 1000. The committee shall also make any needed recommendations to the Local 1000 Board of Directors or the Local 1000 statewide officers.

Duties and Responsibilities:

To organize and train Local 1000 Asian-Pacific Islander Members to assume leadership roles.

- (a) To educate and inform all Local 1000 members about the needs and concerns affecting Asian-Pacific Islanders, identifying issues of particular concern, and supporting Local 1000 through its leadership roles by means of more educated and prepared Asian-Pacific Islander members.

5.1.04 Local 1000 Bargaining Committee

The Local 1000 Bargaining Committee consists of the President, Vice President for Bargaining and all BUNC Chairs. The Vice President for Bargaining shall serve as chair of this committee.

5.1.05 Budget Committee

The Local 1000 Budget Committee shall oversee the Local 1000 budget.

Duties and Responsibilities

- (a) With the assistance of the Local 1000 statewide officers, develops the multi-year budget which is approved by the Local 1000 Board of Directors for presentation to the GC delegates whenever GC meets.
- (b) Recommends to the Local 1000 Board of Directors, for approval, line item adjustments to the budget.
- (c) Reviews proposed programs of Local 1000.
- (d) For those items in excess of \$20,000, shall present an impact analysis to the Local 1000 Board of Directors.
- (e) Recommends to the Local 1000 Board of Directors adoption, amendment or rejection of motions subject to its review.

5.1.06 Committee on Political Education (COPE)

- (a) The Committee on Political Education is the conduit for Local 1000's legislative and political program and shall:

- (1) Be composed of members who are contributors to Local 1000's Political Action Fund (COPE) and who actively recruited others to do so and have actively participated in Local 1000's electoral and legislative program for at least one year. In appointing committee members the President shall endeavor to reflect both the geographic distribution and party registration, including decline to state of the membership.
- (2) Make recommendations to the Local 1000 Board of Directors on legislative priorities, endorsements of ballot measures, candidates, and a political action budget for each election cycle.
- (3) Keep informed of Local 1000's legislative and political programs, including those of the SEIU California State Council, central labor councils, Change to Win, The California Federation of Labor, and the SEIU International.
- (4) Promote voter registration drives through Local 1000.
- (5) Encourage membership participation in grassroots campaigns, propositions, legislation, candidate recommendations, issues, etc.
- (6) Keep informed on bills introduced on state and federal levels directly related to member needs.
- (7) Discuss issue(s) of regional and statewide impact, and recommend plans of action to the Local 1000 Board of Directors.
- (8) Recommend to the Local 1000 Board of Directors which campaigns to participate in at the grassroots level.

5.1.07 Environmental Committee

The Environmental Committee shall oversee the implementation of a coordinated environmental and environmental justice program consistent with Local 1000 policy and all applicable provisions of contracts in force.

The committee shall also make any needed recommendations to the Local 1000 Board of Directors and/or the Local 1000 statewide officers.

Duties and Responsibilities:

- (a) To educate and inform all Local 1000 members about environmental issues affecting our Local's members, society, and the working class in general.
- (b) To identify environmental and environmental justice issues of particular concern and to support Local 1000 and its individual members in taking collective action on these issues through the committee's leadership roles in encouraging more educated, prepared, and environmentally conscious members.

5.1.08 Local 1000 Grants Committee

- (a) Local 1000 Grants Committee shall review requests for grants submitted by DLCs. The committee may approve, modify or reject the grant.
- (b) Approved grants will be in the form of fixed monthly revenue or a lump sum.
- (c) The Local 1000 Grants Committee may require periodic reports on the use of the grants from the DLCs.
- (d) Grants may be denied for sufficient reason. The DLC shall be notified of the reasons for the denial.
- (e) The DLC may appeal any action of the grants committee to the Local 1000 Board of Directors whose decision is final.
- (f) The Local 1000 Grant Fund shall not exceed \$100,000.

5.1.09 Local 1000 Health and Safety Committees

The Local 1000 Health and Safety Committee, with the direction from the Vice President for Bargaining, shall oversee the implementation of a coordinated health and safety program consistent with Local 1000 policy and all applicable provisions of the contracts in force.

5.1.10 Latin@ Committee

The committee shall be responsible for review of the policies, training or apprenticeship programs, wages, working conditions and programs established by the State/Employer that affect or impact all Latino/Latina state employees, and members of the Local 1000.

The committee shall also make any needed recommendations to the Local 1000 Board of Directors or the Local 1000 statewide officers.

Duties and Responsibilities:

- (a) To organize and train Local 1000 Latino/Latina members to assume leadership roles.
- (b) To educate and inform all Local 1000 members about the needs and concerns affecting Latino/Latina members, identifying issues of particular concern, and supporting Local 1000 through its leadership roles by means of more educated and prepared Latino/Latina members.

5.1.11 Lavender – Lesbian, Gay, Bisexual, Transgender, Intersex, Queer (LGBTIQ) Committee

The committee shall be responsible for review of the policies, training or apprenticeship programs, wages, working conditions and programs established by the State/Employer that affect or impact all LGBTIQ state employees, and members of the Local 1000. The committee shall also make any needed recommendations to the Local 1000 Board of Directors or the Local 1000 statewide officers.

Duties and responsibilities:

- (a) To organize and train Local 1000 LGBTIQ members to assume leadership roles.
- (b) To educate and inform all Local 1000 members about the needs and concerns affecting LGBTIQ members, identifying issues of particular concern, and supporting Local 1000 through its leadership roles by means of more educated and prepared LGBTIQ members.

5.1.12 Native American Committee

The committee shall be responsible for review of the policies, training or apprenticeship programs, wages, working conditions and programs established by the State/Employer that affect or impact all Native American state employees, and members of Local 1000. The committee shall also make any needed recommendations to the Local 1000 Board of Directors or the Local 1000 statewide officers.

Duties and Responsibilities:

- (a) To organize and train Local 1000 Native American Members to assume leadership roles.
- (b) To educate and inform all Local 1000 members about the needs and concerns affecting Native Americans, identifying issues of particular concern, and supporting Local 1000 through its leadership roles by means of more educated and prepared Native American members.

5.1.13 Statewide Chief Steward Committee

- (a) This committee shall consist of one Chief Steward from each representational area: Southeast (Rancho Cucamonga), Southwest (Los Angeles), Coastal (Oakland), Central Valley (Fresno), and Sacramento (Midtown, Downtown, and the outlying area). The statewide committee shall meet at least quarterly. Such meetings may be by conference call.
- (b) The Statewide Chief Steward Committee is responsible for review of the overall steward and workplace representation program and shall make recommendations to the Local 1000 Board of Directors regarding the following:
 - (1) Quality, uniformity and availability of steward training;
 - (2) Functioning of the statewide grievance tracking system;
 - (3) Quality, uniformity and availability of member representation;
 - (4) Review policy affecting the steward program;
 - (5) Determine the process by which decisions are made as to which grievances will be approved or denied for arbitration with the participation of the Vice President for Organizing/Representation; and
 - (6) Hear all appeals of representation.
- (c) The Vice President for Organizing/Representation is Chair of the Statewide Chief Steward Committee.

5.1.14 Workers with Disabilities Committee

The committee shall be responsible for reviewing policies, training or apprenticeship programs, wages, working conditions and programs established by the State/Employer that affect or impact all state workers with disabilities, and members of Local 1000. The committee shall also make any needed recommendations to the Local 1000 Board of Directors or the Local 1000 statewide officers.

Duties and Responsibilities:

- (a) To organize and train Local 1000 members with disabilities to assume leadership roles.
- (b) To educate and inform all Local 1000 members about the needs and concerns affecting its workers with disabilities, identifying issues of particular concern, and supporting Local 1000 through its leadership roles by means of more educated and prepared members with disabilities.

5.1.15 Veterans Committee

The committee shall be responsible for review of the policies, training or apprenticeship programs, wages, working conditions and programs established by the State/Employer that affect or impact all veterans of military service state employees, and members of the Local 1000. The committee shall also make any needed recommendations to the Local 1000 Board of Directors or the Local 1000 statewide officers.

Duties and Responsibilities:

- (a) To organize and train Local 1000 veterans of military service members to assume leadership roles; and
- (b) To educate and inform all Local 1000 members about the needs and concerns affecting veterans of military service members, identifying issues of particular concern, and supporting Local 1000 through its leadership roles by means of more educated and prepared veterans of military service members.

5.1.16 Women's Committee

The committee shall be responsible for review of the policies, training or apprenticeship programs, wages, working conditions and programs established by the State/Employer that affect or impact all women state employees, and members of the Local 1000. The committee shall also make any needed recommendations to the Local 1000 Board of Directors or the Local 1000 statewide officers.

Duties and Responsibilities:

- (a) To organize and train Local 1000 women members to assume leadership roles; and
- (b) To educate and inform all Local 1000 members about the needs and concerns affecting women members, identifying issues of particular concern, and supporting Local 1000 through its leadership roles by means of more educated and prepared women members.

**DIVISION 6:
STEWARDS**

6.0.00 STEWARDS

6.0.01 Purpose

A Local 1000 steward acts with diplomacy and ethics and is a respected resource. As an agent of Local 1000, a steward advocates for and educates our members. A steward enforces the contract by applying sound knowledge of our hard-earned rights and benefits. A steward fosters unity and strength in the worksite through leadership reflecting the values and goals of Local 1000.

6.0.02 Definitions

(a) Steward:

This level of steward has been trained and certified by Local 1000 to provide effective representation to employees within a designated area.

(b) Senior Steward:

In addition to the training and certification as a steward, this level of steward assists other stewards, coordinates the work of stewards within a particular local of a DLC and reports to the Chief Steward.

(c) Chief Steward:

In addition to the training and certification as a steward, this level of steward advises and counsels other stewards within the DLC.

6.0.03 Duties and Responsibilities of All Stewards

(a) Acting as an agent of Local 1000 representing and advocating for all Local 1000 represented employees.

(b) Recruiting employees to Local 1000 membership, engaging them in Local 1000 activities, and encouraging and developing their skills and leadership.

(c) Creating and maintaining positive relationships among members, stewards and Local 1000 staff through effective listening, communication and action.

- (d) Gathering data, maintaining records and reporting to Local 1000 as required for contract negotiations, grievances, legislation or other union purposes.
- (e) Promoting membership in Local 1000's Committee on Political Education (COPE).

6.0.04 Recording and Reporting

Recording and reporting shall be a priority for all certified stewards. The reports from stewards on both formal and informal grievances and complaints shall be maintained by Local 1000 in such a way as to provide stewards with resource information, precedent, past practice and results, and to provide our bargaining teams with information about experience factors on issues and provisions contained within the contracts, the California Department of Human Resources and SPB Laws and Rules and departmental policies.

Stewards shall provide the Vice President for Representation/Organizing with timely written information, when requested, about informal and formal grievances and complaints, meet and confers, steward activities, appeals, expenses incurred, their contact information, level of experience and willingness to represent co-workers in the worksite.

6.1.00 TRAINING

The training plan is designed to provide a uniform, comprehensive and on-going program of training for stewards.

6.1.01 Steward Certification Training

(a) Eligibility:

Only active members in good standing in Local 1000 are eligible for certification as stewards.

Members who wish to be certified must complete the Leadership Apprentice Program for Stewards (LAPS).

(b) Course Content:

Training shall be designed to provide an introduction to union history, mission and structure, the role of stewards, organizing in the workplace, the importance of diversity in the workplace, and to insure that stewards are capable of identifying appropriate processes to apply in resolving worksite problems related to scope, matters including the interpretation, application, and enforcement of the contract, and other written rules and

policies. This capability will include the analysis, preparation and presentation of grievances and complaints.

6.1.02 Continuous Training

Continuous training for stewards shall be provided that will insure improvement in knowledge and skills, and contribute to higher levels of proficiency in uniting, mobilizing and advocating for represented workers. Elements of such training shall be mandatory in accordance with Local 1000 policy.

(a) Eligibility:

Any active member in good standing certified as a steward in Local 1000 may be enrolled in on-going training.

(b) Course Content:

The content of on-going training shall include, but not be limited to, the subject areas of individual and group workplace representation, organizing, bargaining, politics, governance and other relevant subjects.

6.1.03 New Memorandum of Understanding Training

Effective upon final ratification of each new Memorandum of Understanding (MOU), also called the contract, Local 1000 shall conduct training that covers the changes in each successor MOU. The course content shall cover all changes and amendments contained in the successor MOU and their application to Local 1000 represented employees.

6.2.00 STEWARD CERTIFICATION AND CONTINUED CERTIFICATION

6.2.01 Continued Steward Certification

(a) A steward is eligible for continued certification provided he or she has:

- (1) Completed any new MOU training within 90 days after its final ratification unless otherwise provided by the Local 1000 Board of Directors.
- (2) Completed at least one advanced training course per year (tracked by Local 1000).
- (3) Attended at least two DLC events per year (shall be confirmed by the DLC).

- (4) Effective January 1, 2016, earned 60 activity points per calendar year. Earned no fewer than five activity points in each of four consecutive months. A steward who fails to satisfy these requirements will forfeit their steward certification immediately.
- (5) Met recording and reporting requirements.
- (6) Fulfilled any other duties of stewards enumerated in the Policy File.
- (7) A steward who fails to satisfy all of the requirements specified in paragraphs (1) through (6) by December 31 of a calendar year shall forfeit her or his steward certification on January 1 of the following calendar year.

6.3.00 CORRECTIVE ACTION

(a) Corrective Action:

(1) Institution of Action:

If the DLC Vice President/Chief Steward, DLC President, or if no Chief Steward, Senior Steward determines the performance of a steward is not satisfactory, he or she will institute corrective action.

(2) Actions to be taken:

Such corrective action should be progressive in nature in order to allow the steward every opportunity to fulfill his or her responsibilities and to perform his or her duties.

Such actions will include:

- (i) Verbal counseling to advise the steward of any deficiencies and to offer assistance, counseling or training as needed;
- (ii) Written instructions should be given to the steward if previous counseling has not corrected the problem(s) within 21 days of verbal counseling; and
- (iii) If a steward fails to carry out the steward responsibilities the Chief Steward or DLC President may petition the Local 1000 President to remove the steward for cause. The steward must be given a copy of the petition.

(3) Removal:

The Local 1000 President will send the petition to the Statewide Chief Stewards Committee. The petition shall be reviewed and a determination made by the statewide chief stewards committee within 30 days.

Any committee member involved in the removal of a steward shall not take part in the deliberations or decision of the Statewide Chief Steward Committee. Decisions of the Statewide Chief Stewards Committee regarding decertification may be appealed to the Local 1000 Board of Directors by written communication to the Vice President for Organizing/Representation within ten days of receipt of the decision.

6.3.01 Forfeiture of Stewardship

(a) A steward shall forfeit his or her position when:

- (1) The steward is no longer a member of the bargaining unit for which Local 1000 is the exclusive representative;
- (2) The steward resigns from state service or employment within a represented bargaining unit, or is involuntarily terminated from state service or employment within a represented bargaining unit, and has concluded his or her administrative appeal rights;
- (3) The steward does not meet the continued certification requirements outlined in 6.1.02;
- (4) The steward is removed for cause; or
- (5) He or she voluntarily resigns as a steward.

**DIVISION 7:
BARGAINING**

7.0.00 STATEWIDE BARGAINING ADVISORY COMMITTEES

7.0.01 Purpose of the SBAC

- (a) Identify and set the priorities for contract negotiations;
- (b) Provide organizing support for contract bargaining campaigns for their respective bargaining unit members; and
- (c) Elect their respective BUNC members and officers as the executive board for the SBAC.

7.0.02 Orientation of the SBAC

At the first SBAC following DLC elections, an orientation will be conducted for all DBURs and Classification Bargaining Unit Representatives (CBURs). The orientation shall include but not be limited to:

- (a) The responsibilities and obligations of the DBUR or CBUR;
- (b) The fundamental importance of organizing campaigns in support of the negotiation process; and
- (c) The negotiating process and evaluation of contract language and bargaining proposals.

7.0.03 Composition

- (a) Each bargaining unit shall have an SBAC.
- (b) Each SBAC comprises one DBUR from each DLC which has local 1000 members in the bargaining unit, unless the SBAC has an approved alternate structure.
- (c) Terms of office and election schedules for members of SBACs are set forth in the Bylaws and in Division 12 below.

7.0.04 Alternative SBAC Structure

- (a) The Local 1000 Board of Directors may approve an alternative structure when one of the following conditions exists:

- (1) When there is a lack of even representation on an SBAC due to size or where there are constraints because of unequal distribution of bargaining unit members, and it is proposed by an SBAC or
- (2) When there is a Statewide DLC consisting of newly represented bargaining units not covered by the Dills Act.
- (b) The proposal shall specify how the alternative SBAC structure will improve representation and communication with bargaining unit members, and it shall specify how the alternative structure will provide balance and fairness of participation among departmental structure.
- (c) Any such proposal is subject to the following standards:
 - (1) The total number of DBUR positions for the SBAC shall not exceed the number of DLCs in Local 1000;
 - (2) Only one DBUR from each Bargaining Unit may sit as a member of the DLC Executive Board; and
 - (3) Any proposal approved by the Local 1000 Board of Directors shall be revised if DLC realignment is implemented.

7.0.05 Temporary Vacancy or Absence

In the event of a temporary absence of a member of an SBAC, the DLC President may designate from the affected bargaining unit an alternate. The DLC President shall advise the BUNC Chair and the Local 1000 President of the substitutions in writing prior to the meeting. The alternate shall have the right to attend executive sessions at the meeting and engage in debate as a member of the committee but shall not have the right to make motions or vote.

7.0.06 Attendance at SBAC meetings

Members of an SBAC are expected to attend all scheduled meetings of the SBAC. It is the member's responsibility to notify the chair of the BUNC and the DLC President when the member will not be in attendance. Failure to notify the chair may result in an unexcused absence.

The chair of the BUNC shall notify, in writing, the DLC President and the Vice President for Bargaining when an SBAC member has two or more unexcused absences or three or more excused absences in one year. The Vice President for Bargaining, provided the

BUNC chair concurs, shall declare the position vacant and provide for filling the vacancy for the remainder of the term as follows:

- (a) The Vice President for Bargaining shall immediately mail a notice to all eligible members of the DLC informing them of the vacancy and inviting them to apply for the position within 30 days after mailing. The DBUR member whose position had been declared vacant shall be ineligible for appointment.
- (b) Immediately upon close of the application period, the Vice President for Bargaining shall provide the DLC President with the list of the applicants.
- (c) The President shall convene a properly noticed special meeting of the Executive Board within 15 days during which a replacement will be appointed from among those eligible DLC members who applied for the vacancy. If the DLC is already scheduled to have a general membership meeting within this period, the Executive Board may choose to fill the vacancy by election during that meeting instead of filling the position by appointment. All applicants shall be noticed by mail of the meeting at which the vacancy is to be filled.

7.0.07 SBAC and BUNC Rules

Each SBAC shall develop rules of operation for the BUNC, provided such rules are not in conflict with the Local 1000 Bylaws or Policy File. Such rules shall be reviewed at least annually by the Local 1000 Board of Directors.

7.1.00 BARGAINING UNIT NEGOTIATING COMMITTEES

7.1.01 Responsibility of the BUNCs

The BUNCs are responsible for negotiating contracts for wages, hours, benefits and other terms and conditions of employment for their respective units. BUNCs represent their bargaining unit's common interests at the master table and negotiate their unit specific issues at the unit table. BUNCs shall:

- (a) Conduct contract negotiations and participate in contract campaigns;
- (b) Meet and confer as required and inform the Vice President for Bargaining of the outcome of any such negotiations;
- (c) Conduct surveys for determining bargaining issues;
- (d) Supply information to the SBACs for contract ratification/strike vote meetings;

- (e) Submit organizing and recruitment ideas and plans to the Local 1000 Board of Directors for approval before implementation; and
- (f) Chairs of the BUNC shall call meetings of the SBAC as deemed necessary by the BUNC or SBAC after approval by the Local 1000 President.

7.1.02 Structure of the BUNCS

Each bargaining unit represented by Local 1000 shall have a BUNC.

- (a) A BUNC comprises at least five members and up to three alternates for the first 10,000 workers in the unit. Thereafter, one additional BUNC member and alternate shall be added for every 10,000 workers or fraction thereof in the unit.
- (b) To be eligible to be a BUNC member, the member must be a member of the SBAC.
- (c) Members of the BUNC remain members of the SBAC during their tenure of office on the BUNC.
- (d) The officers of the BUNC are Chair, Vice Chair and Alternate Vice Chair.
- (e) Vacancies:

Vacancies in a BUNC (including vacancies in the position of BUNC Chair, Vice Chair, or Alternate Vice Chair) that occur through circumstances other than recall (12.3.00) shall be filled by a new election as provided by 12.2.00. Until a new election can be completed, the BUNC or SBAC may temporarily fill the vacancy as follows:

- (1) If the position of BUNC Chair becomes vacant the position shall be filled by the Vice Chair until a new election can be completed.
- (2) If position of Vice Chair becomes vacant, the position shall be filled by the Alternate Vice Chair until a new election can be completed.
- (3) If any other position on a BUNC becomes vacant, the Chair shall immediately appoint a replacement according to the rules of the SBAC. Such appointments shall be effective immediately. This replacement shall serve only until a new election can be completed.
- (4) New elections for vacant BUNC or alternate positions shall take place at the next properly noticed SBAC meeting.

The Local 1000 President and the Vice President for Bargaining shall be notified, in writing, of all changes in the members of the BUNC.

7.1.03 BUNC Chair Responsibilities

- (a) The Chair, with concurrence of the majority of the BUNC, shall have the authority to sign tentative agreements for their respective BUNCs.
- (b) The Chair of each BUNC shall represent their respective unit on the Local 1000 Board of Directors.
- (c) The Chair of each BUNC shall appoint all members to the meet and confer negotiations (provided that the meet and confer only impacts their unit) between contract negotiations with the State of California or other affected employer subject to disaffirmation of the BUNC. Where meet and confers impact more than one unit, the Chairs of the impacted units recommend to the Local 1000 President, those members they wish to have participate in the negotiations.

**DIVISION 8:
CONCERTED ACTIONS &
RATIFICATION PROCEDURES**

8.0.00 CONCERTED ACTIONS WITHIN LOCAL 1000

Concerted actions by members may be required in order to obtain improvements in salaries, benefits and working conditions. Concerted actions generally consist of tactics such as work slowdowns, work stoppages, sickouts, strikes, or similar tactics. Actions which do not directly interfere with the work or statutory functions of the State/Employer, such as informational picketing or demonstrations, leafleting, unity breaks, and similar activities are not considered to be concerted actions for purposes of this policy.

8.0.01 Local 1000 Initiated Actions

Local 1000 may initiate concerted actions against the State of California/Employer whenever it deems necessary to support Local 1000 programs. Prior to implementation of any concerted action, the Local 1000 Board of Directors shall meet in executive session and determine the appropriate action.

8.0.02 Sanction Petitioning by Groups of Members

Any clearly identifiable group of members can petition for sanction of a job action. Examples include:

- (a) Members of Local 1000;
- (b) Members of a bargaining unit;
- (c) Members of a subgroup of a bargaining unit; or
- (d) Members of specific work locations.

8.0.03 Ratification of Sanction

The action sanctioned by the Local 1000 Board of Directors shall be subject to ratification by the affected group of members. Ratification requires a majority vote of those members voting.

8.0.04 Sanction Directives

In sanctioning actions, Local 1000 Board of Directors shall observe all directives arising from such sanctions and guarantee representation to all members with respect to their full

legal rights in any disciplinary or legal actions arising from the observance or execution of the sanctions.

8.0.05 Termination of Sanction

A sanction may be terminated at any time by either the Local 1000 Board of Directors or the Local 1000 President in consultation with the statewide officers and BUNC chairs who shall report the reasons for the action at the next Local 1000 Board of Directors Meeting.

8.1.00 RATIFICATION OF THE CONTRACT

The ratification of a contract shall be in accordance with the following procedures:

(a) Balloting:

- (1) The ratification of the contract shall be by simple majority (50 percent plus one) of the total votes cast.
- (2) Voting shall be at ratification meetings or by mailed ballot.

(b) Ballot Materials:

(1) Synopsis of Unit Contracts:

The Vice President for Bargaining and BUNC Chairs are responsible for preparation of a synopsis of the master and unit contracts. The synopsis of the new contract shall be submitted to the membership for a ratification or rejection. The synopsis shall include information on where complete contracts are available for inspection.

(2) Ballots:

- (i) The ballot shall be coded for each unit and shall contain a pre-addressed and postage paid envelope.
- (ii) Members shall be required to sign and print their name on the envelope.

(c) Meetings:

- (1) Ratification meetings shall be scheduled and employees in the bargaining unit shall be notified of the time and place of such meetings.
- (2) The Vice President for Bargaining, with the assistance of each BUNC Chair shall establish procedures to be followed for ratification meetings.

- (3) A schedule will be sent to inform the membership when and where any ratification meeting will be held.

LOCAL 1000 POLICY FILE

**DIVISION 9:
DISCIPLINE**

9.0.00 DISCIPLINE

9.0.01 Criteria and Procedures for Disciplinary Action

Disciplinary action may be taken for the following reasons:

- (a) Filing disciplinary charges or using the disciplinary procedures against another member or members for the purpose of harassment of the member or members so charged;
- (b) Gross neglect of duty by a member holding an elected or appointed office or any other position in Local 1000;
- (c) Intentional breach of confidence in matters appropriately designated confidential;
- (d) Improper distribution or other misuse of material designed for use by or within Local 1000;
- (e) Violation of Local 1000 Bylaws or Policy File, or DLC, SBAC or BUNC Rules;
- (f) Taking an active part in promoting another organization which is undermining the objectives or the existence of Local 1000, which is seeking its decertification, or which directly competes with Local 1000 in the areas covered by the Ralph C. Dills Act (Govt. Code 3500 et seq.); or other collective bargaining laws under which Local 1000 has or is seeking represented members
- (g) Unexcused absences from CSEA Board of Directors meetings by the President or Vice President/Secretary-Treasurer; Local 1000 Board of Directors meetings by members of the Board; committee meetings by committee members; or failure to participate in activities as assigned;
- (h) Taking a public position, in the name of Local 1000, that is contrary to the adopted policy of Local 1000 or purporting to act on behalf of Local 1000, when not so authorized;
- (i) Misuse of Local 1000 or DLC funds, equipment or supplies;

LOCAL 1000 POLICY FILE

- (j) Intentional disrupting the orderly conduct of an official meeting;
- (k) Behavior which is determined by the hearing panel or officer to be of such a nature that it causes discredit to Local 1000;
- (l) Seeking or holding elective or appointive office in Local 1000, while currently holding elective or appointive office in another organization representing employees which is in competition with Local 1000; or
- (m) Failing to carry out the duties of any office or position in Local 1000 with respect to representation of the members at the worksite.
- (n) Except as provided above, members retain the right of free speech and expression regarding Local 1000 matters, but may not claim or imply that they speak on behalf of Local 1000 or any of its constituent bodies unless authorized to do so.

9.0.02 Authority for Discipline

- (a) Local 1000 has exclusive responsibility over discipline of its members.
- (1) Local 1000 may take the following actions in response to a disciplinary charge:
 - (i) Rejection of charges;
 - (ii) Reprimand;
 - (iii) Suspension from elected office within Local 1000;
 - (iv) Removal from elected office within Local 1000; or
 - (v) Other action Local 1000 deems appropriate.

9.0.03 Suspension of Member

When, in the opinion of the President, the actions of the member are such as to impose an immediate threat to the welfare of Local 1000, the President may summarily suspend the member until the procedures established in the Policy File are concluded. If written charges are not filed within ten days, the suspension shall be terminated.

9.0.04 Suspension of President

If, in the opinion of the Vice President/Secretary-Treasurer, Vice President for Organizing/Representation, and Vice President for Bargaining, the action of the President is such as to pose an immediate threat to the welfare of Local 1000, the other Officers may summarily suspend the President until the procedures established in the Policy File are concluded. If written charges are not filed within ten days, the suspension is terminated.

9.0.05 Procedure for Institution of Discipline

The procedures shall be as follows:

- (a) Institution of the action shall occur when a member files specific charges in writing on a Form HR1, that may be obtained from any Local 1000 office, with the President, unless said charges are filed against the President, in which case charges shall be filed with the Vice President/Secretary-Treasurer. The member filing the charges must agree to be present when the action is heard, to substantiate the charges, and present the facts supporting them. Charges must be filed within one year of the alleged violation or the discovery thereof.
- (b) Upon receipt of the completed Form HR1, the President, or the Vice President/Secretary-Treasurer if the action is against the President, or their designees, shall review the charges, and if he or she finds the charges are frivolous, he or she will immediately notify the charging party and no further action shall be taken. If the charges appear to have merit the President, or the Vice President/Secretary-Treasurer, shall order a hearing to be held within 30 days before a hearing panel or hearing officer. The hearing officer or panel shall conduct a preliminary investigation. If the facts are not in dispute or the recommendation is to reject the charges, no hearing is necessary. The hearing officer shall not be a party to the dispute. No member of the hearing body may be from the same DLC as any of the charging or charged parties.
- (c) The hearing panel or hearing officer after its investigation or hearing shall determine the validity of the charges. The hearing, if held, shall be open unless a request for a closed hearing is made by the member so charged. The findings of the hearing panel or hearing officer shall be confidential pending final action by the Local 1000 Board of Directors.
- (d) The hearing panel or hearing officer shall have the authority to grant extensions and continuances for good cause, upon request upon on their own motion.

- (e) The individuals involved in the hearing shall be personally notified in writing at least 15 days prior to the hearing. Such notice shall include the date, time and place of the hearing, a list of charges to be heard and the names of the hearing panel members. New charges may not be introduced after the hearing notice is mailed.
- (f) The charging party and the charged party shall each have the right to one preemptory challenge. Any hearing panel member so challenged shall be replaced immediately by the President.

Challenges must be received in writing, addressed to the President, at 1808 14th Street, Sacramento, CA 95811, no later than five days before the hearing. A challenge shall stop all timelines for conducting the hearing.

- (g) The parties to the hearing shall have the right to be represented at their own cost, to introduce evidence supporting or refuting the charges and to cross examine witnesses. Strict rules of evidence are not applicable.
- (h) A failure to personally appear or respond in writing by the member charged, without good cause, may be deemed sufficient cause for finding that the charges are correct.
- (i) A failure to personally appear, without good cause, at the hearing by the charging party shall be deemed sufficient cause to dismiss the charges.
- (j) The hearing panel or hearing officer shall report to the President, or to the Vice President/Secretary-Treasurer if the charges are against the President, no later than ten days after completion of the hearing. The findings of the hearing panel or hearing officer shall be confidential. Such report shall include one or more of the following recommendation(s) and shall conform to the format contained in the Hearing Officer's Manual:

- (1) Rejection of the charges;
- (2) Reprimand;
- (3) Suspension from office;
- (4) Removal from office or any other position held in the union;
- (5) Suspension from privileges of membership except those required by law; or
- (6) Other action deemed appropriate to the circumstances.

(k) The Local 1000 Board of Directors shall act on the report in executive session no later than its next regularly-scheduled meeting. Disciplinary action requires a two-thirds vote of the Board. The Board must make immediate disposition of the case as follows:

- (1) The Board shall first determine whether the charges are sustained;
 - (2) If sustained, the Board shall then determine the appropriate penalty; and
 - (3) All actions shall be by a two-thirds vote of the Board.
- (l) In deliberating its action, the Local 1000 Board of Directors shall restrict its discussion to the report of the hearing officer or panel chair, procedural matters, and the appropriate disciplinary action to be imposed, if any. The presiding officer shall rule out of order all discussion which attempts to introduce or argue the facts at issue, whether or not presented at the original hearing.
- (m) In any case where a procedural error is alleged to have occurred, it shall be determined whether any charged party has been unfairly prejudiced by the error. If it is determined that prejudicial error has occurred, the charges against that party shall be dismissed. Otherwise, the disciplinary action shall proceed. Procedural violations not raised by a party within a reasonable time shall be deemed waived.
- (n) Decisions of the Local 1000 Board of Directors shall be final.
- (o) Removal or suspension from office of a member of the Local 1000 Board of Directors (statewide officers, DLC Presidents, BUNC Chairs) must comply with the provisions of the California Corporations Code for removing a corporate director from office.

9.0.06 Reimbursement of Costs to Member

If the charges are not sustained, Local 1000 shall provide reimbursement for reasonable costs to the charged member.

9.1.00 INTERNAL GRIEVANCES

Local 1000 members who claim to be aggrieved by an action of the Local 1000 or of any Board, officer, committee, DLC, SBAC/BUNC, or any agency thereof, are encouraged to present their grievance, insofar as practical, first at the DLC, SBAC, or BUNC level, and

to exhaust this avenue of relief before appealing. Failure to grieve first at the DLC, SBAC, or BUNC level, if practical, shall be taken into consideration in determining action on the appeal.

9.1.01 Procedure for Institution of Internal Grievances

When an internal grievance is filed with Local 1000, the President shall institute the following procedures:

- (a) The grievant shall submit, in writing, a list of the acts or omissions that constitute the cause for the internal grievance. The grievant must agree to be present when the grievance is heard, to substantiate the internal grievance and to present evidence to support it.
- (b) The President, or the Vice President/Secretary-Treasurer if the grievance is against the President, upon receipt of such written grievance and agreement to be present, shall order a hearing to be held within 30 days before a hearing panel or hearing officer. A participant to the grievance shall not be a member of the hearing body nor from the DLC, SBAC, or BUNC of either party to the grievance.
- (c) The hearing panel or hearing officer shall determine the validity of the grievance. The hearing officer or panel shall conduct an investigation. If the facts are not in dispute or the recommendation is to reject the charges, no hearing is necessary. The hearing shall be open unless a request for a closed hearing is made by the member whose actions are alleged to be the cause of the grievance. The findings of the hearing panel or hearing officer shall be confidential.
- (d) The hearing panel or hearing officer shall have the authority to grant extensions and continuances for good cause upon request or on their own motion.
- (e) The members directly involved in hearing shall be personally notified in writing at least ten days prior to the hearing. Such notice shall include the date, time and place of the hearing and a list of the acts or omissions which are the subject of such grievance. New acts or omissions may not be introduced after the notice is mailed.
- (f) The parties to the hearing shall have the right to be represented at their own cost, to introduce evidence supporting or refuting the charges and to cross examine witnesses. Strict rules of evidence are not applicable.
- (g) A failure to personally appear in response to the notice of hearing by the member whose actions are alleged to be the cause of the grievance may be deemed sufficient

LOCAL 1000 POLICY FILE

cause for the grievance to be granted. A failure to personally appear by the charging party may be deemed sufficient cause to dismiss the charge.

- (h) The hearing panel or hearing officer shall report to the President, or the Vice President/Secretary-Treasurer if the charges are against the President, no later than ten days after completion of the hearing. Such report shall include recommendations for resolution of the grievance.
- (i) The Local 1000 Board of Directors shall act on the report no later than its next regularly scheduled meeting. In cases of urgency, the President may act on the recommendations immediately, subject to appeal to the Local 1000 Board of Directors by any party to the grievance.
- (j) Decisions of the Local 1000 Board of Directors are final.
- (k) Upon request of any party to a grievance the Local 1000 Board of Directors shall determine whether to provide reimbursement or reasonable costs to any involved members.
- (l) If the findings of the hearing panel indicate that the grievance was frivolous, without merit and intended to harass the member charged, the panel may recommend that disciplinary action be taken against the charging party or parties.

9.2.00 HEARING OFFICERS PANEL

(a) Hearing Officers Panel

This panel shall consist of at least 14 active members, at least two from each area office, with terms which begin upon appointment and end simultaneously with those of DLC and statewide officers following each regularly scheduled election. In making appointments, the President shall endeavor to have representation from the DLCs and the BUNCs. The panel shall be responsible for conducting investigations, hearings and making recommendations to the Local 1000 Board of Directors on matters referred to it pursuant to this policy.

- (1) This panel functions under the guidance of a chair who has such administrative authority as is necessary, including the authority to assign internal grievances and disciplinary actions to members of the panel.

- (2) Panel members shall be trained upon appointment and approval prior to their first hearing. The training will be conducted by Local 1000 Legal staff pursuant to a program which includes, but is not limited to, the following:
- (i) Procedures for conducting hearings;
 - (ii) Rules of evidence;
 - (iii) Evaluation of evidence;
 - (iv) Decision making;
 - (v) Report preparation; and
 - (vi) Presentation of findings and recommended decision to the Local 1000 Board of Directors.
- (3) Panel members shall be given a copy of the Local 1000 Hearing Officers Manual.

**DIVISION 10:
LOCAL 1000 FINANCES**

10.0.00 LOCAL 1000 BUDGET

10.0.01 Budget

The Local 1000 Board of Directors shall establish a multi-year budget to be reviewed at least annually and shall ensure expenditures are consistent with the budget. In years in which the CSEA General Council meets, the Vice President/Secretary-Treasurer shall provide a presentation on the budget to the Local 1000 delegates.

10.0.02 Membership Dues and Fees Structure

- (a) The dues and fees established by Local 1000 are not refundable.
- (b) At least annually, Local 1000 shall publish to all members the current Local 1000 dues and fee structure.

10.0.03 Dues Augmentation and Reduction

(a) Dues Plans

Prior to making a change to the dues rates, Local 1000 shall prepare a written dues plan, which must:

- (1) Describe the membership group(s) and the present dues structure of Local 1000;
- (2) Indicate whether the requested dues augmentation or reduction is temporary or permanent; and
- (3) Describe the reason(s) for the dues change and the programs or services to be funded by the dues augmentation or the programs or services that may be reduced or may no longer be provided in the case of a reduction.

(b) Review of Plans

Plans for a Local 1000 dues augmentation or reduction shall be submitted to the Local 1000 statewide officers for review and to the Local 1000 Board of Directors for approval, and then to the Local 1000 membership for a vote.

(c) Approval of Dues Plans

- (1) The dues plan must be discussed in one or more well-publicized open meetings of the Local 1000 Board of Directors and must be approved by a majority vote prior to submission to the membership.
- (2) To become effective, dues plans for Local 1000 must be approved by a majority of the members voting. Balloting may be in person and/or by mail ballot.

10.0.04 Emergency Temporary Assessment

(a) An emergency temporary assessment may be instituted through the following process:

- (1) The President determines that an emergency which threatens vital interests of the membership exists and notifies the Local 1000 Board of Directors;
- (2) The Local 1000 Board of Directors passes a motion stating the emergency and vital interests at stake, the purpose for which the assessment will be used and the proposed assessment amount and duration; and
- (3) The emergency temporary assessment is approved by a majority vote of the membership. Balloting may be in person and/or by mail ballot.

10.0.05 Seasonal Worker, Permanent Intermittent and State Disability Insurance Dues Reimbursement

- (a) Seasonal or permanent intermittent employees working less than 40 hours during a monthly pay period may petition Local 1000 for full reimbursement of that month's deduction by submitting a request within ten days of the pay warrant's issuance date. Copies of the pay stub must accompany the written request for reimbursement.
- (b) Employees on State Disability Insurance (SDI) will be eligible for a reimbursement of a month's dues or fees deduction based on the actual state pay received in a month. The reimbursement will be the difference between the dues or fees actually paid calculated at the applicable percentage of their normal gross monthly pay and the dues or fees calculated at the applicable percentage of gross pay they actually received during the month in which they spent all or portion of the time on SDI. Such employees may petition Local 1000 for such reimbursement by submitting a request within ten days of the pay warrant's issuance date. Copies of the pay stub must accompany the written request for reimbursement.

10.1.00 LOCAL REPRESENTATION

10.1.01 General

Local 1000 provides funds to DLCs for representation of its workers. Each DLC shall receive \$220.00 per month plus \$0.85 per member.

10.1.02 Use of Local Representational Funds

Local representation funds may be used by DLCs to implement the authorized local representation programs and policies of Local 1000. Since local representation funds are membership dues, some uses may be limited by law as well as by Local 1000 policy. The following non-inclusive list of DLC funds is provided as guidelines to DLC officers.

(a) Approved Uses. The following are approved uses of DLC local representation funds:

- (1) DLC and Local meeting costs where any meeting refreshments and other activities are only incidental to the meeting;
- (2) Representation by members of individual members in job-related matters;
- (3) Steward and other representative meetings for the purpose of discussing and preparing for representation of individuals in job related matters;
- (4) Reimbursement of expenses incurred as a result of authorized Local 1000 activity;
- (5) Printing, mailing costs, newsletters, web posting costs and other communications with members advocating Local 1000's programs and providing information on authorized local representational matters;
- (6) Equipment purchases for use by the DLC in local representation activities;
- (7) Miscellaneous administrative matters (e.g., bank charges, audit services, copier usage, etc.);
- (8) Union leave for authorized local representation activities, subject to prior approval of the Local 1000 President; and
- (9) Upon approval of the Local 1000 President, and contingent on available funds, each DLC is authorized two days of union leave per month (up to a maximum of 20 hours for those who work ten-hour days), funded by Local 1000, to be used carrying out Local 1000's programs.

LOCAL 1000 POLICY FILE

(b) Approved uses within limits. The following items are still permissible as DLC expenditures. DLCs must make expenditures for these activities only on an extremely limited basis (not to exceed an aggregate of ten percent of DLC revenues):

(1) Social events; other than social and recreational activities for all bargaining unit members and non-members, designed to promote unity and cohesiveness in the bargaining unit in regards to wages, hours, and working conditions;

(2) Support of charitable activities;

(3) Support of Local 1000's position on legislation affecting wages, hours and working conditions of its represented employees; and

(4) Membership promotional activities.

(c) Prohibited Uses. The following are prohibited uses of DLC local representation funds:

(1) Contributions or services provided to support or oppose any candidate for public office;

(2) Contributions or services to any fund to support or oppose any candidate or initiative for public office;

(3) Paying for tickets to events that are primarily political in nature (e.g., the candidate we support will be at the event);

(4) Direct reimbursement to any member for loss of pay or vacation or other leave credits for Local 1000 activities;

(5) Contributions or other financial support of any kind to candidates for CSEA, Local 1000, or local DLC office;

(6) Expenditures of any kind (publications, mailing costs, expense reimbursements, contributions to other organization, support of litigation, payment to satisfy bills of private legal counsel, etc.) to advocate a position other than the position of Local 1000; and

(7) Expenditures for items for which Local 1000 has denied payment, unless such denial was solely because the expense should have been submitted to the DLC for payment.

10.1.03 Maximum DLC Accumulation

A DLC that has an accumulation of an amount which equals six months of the DLC's allocation of dues or \$6,000, whichever is greater, shall receive no further allocation of dues until this amount is reduced below the limit.

10.1.04 DLC Finance Reports

DLC Annual Budgets

A copy of the annual budget for each DLC will be provided to the Vice President/Secretary-Treasurer each year by February 1 of that year. If an adopted DLC annual budget is not submitted, the monthly allocation of dues will be forfeited until the adopted budget is submitted. A 30 day extension may be granted by contacting the Local 1000 Vice President/Secretary-Treasurer prior to the due date.

10.1.05 Forfeiture of DLC Dues and Fees Allocations

In the event a DLC fails to submit its annual budget by no later than January 31 of the current budget year or fails to meet the funding limit described above, its monthly allocation of dues will be forfeited until the DLC is within the limit or complies by submitting its annual budget. The forfeited money is allocated to the Grants Fund. A 30 day extension may be granted by contacting the Vice President/Secretary-Treasurer before the due date.

10.1.06 Local 1000 Grants Fund

No more than \$100,000.00 of forfeited funds shall be allocated to the Local 1000 Grants Fund in any calendar year. Forfeited funds in excess of this amount shall be transferred into the Local 1000 General Fund.

10.1.07 District Labor Council Requests for Grants

DLCs may seek grants from the Local 1000 Grants Fund for duties and responsibilities pertaining to DLC activities required by the Local 1000 Policy File.

DLCs seeking a grant from the Local 1000 Grants fund must:

- (a) Submit a request in a format specified by the Grants Committee;
- (b) Submit a total DLC budget for local representation and indicate the current revenue and the additional amount needed to fund the budget;
- (c) Provide a copy of the latest financial statement of the DLC, including DLC reserve balances, if any; and

- (d) Certify that the proposed DLC Budget was approved by the DLC membership in accordance with the DLC Bylaws.

10.2.00 DLC FINANCIAL AUDITS

10.2.01 Audit policy

The funds provided to DLCs are the dues of members that have been entrusted to the DLCs for their operations, and may only be used for authorized purposes. Local 1000 shall audit the financial operations of its DLCs on a regular, continuing basis for compliance with Local 1000 policy.

10.2.02 Additional Audits

Annually, a financial audit will be conducted of each DLC by an independent certified public accounting firm.

- (a) Notwithstanding the schedule for audits described above, the Vice President/Secretary-Treasurer may schedule a DLC for audit for the following reasons:
- (1) He or she determines there is reasonable cause to investigate a specific written allegation of misuse of DLC funds, equipment or supplies, or a specific written allegation of inadequate implementation of procedures to safeguard the use of DLC funds, equipment or supplies;
 - (2) He or she has a reasonable suspicion that the submitted budget does not reflect the actual financial activity of the DLC;
 - (3) At the request of a member of the DLC;
 - (4) Routinely by geographic area or on a random basis;
 - (5) Based upon matters identified in past audit reports;
 - (6) Equipment purchases are not inventoried and records of physical possession are not kept current; or
 - (7) Expenditures are not being made in accordance with a duly adopted budget.

10.2.03 DLC Financial Records

- (a) All financial records of the DLCs shall be retained for a period of five years from the close of the fiscal year.
- (b) DLC records shall consist of:
 - (1) Bank statements and canceled checks for all accounts;
 - (2) All supporting documents (i.e., invoices, expenditure request forms, and receipts) for checks issued and deposits made for all accounts;
 - (3) All minutes of DLC meetings and executive committee meetings;
 - (4) DLC budgets;
 - (5) All copies of financial quarterly reports;
 - (6) All bank reconciliations;
 - (7) Form 990 or 990T Federal tax exemptions forms, if filed;
 - (8) A list of all equipment and other assets owned at the end of the audit period; and
 - (9) List of all outstanding unpaid bills at the end of the audit period.
- (c) Security and custody of the assets of a DLC shall be the responsibility of the DLC Treasurer, shall be placed in a secure environment and shall be made available for inspection by DLC officers within a respective DLC and by Local 1000 statewide officers within a reasonable period of time. Such period of time shall not be more than ten days from the date of the written notice of intent to inspect.
- (d) Monthly financial statements shall be made available at all times for inspection by the members of the DLC.
- (e) The audit reports, along with the auditor's working papers, and financial records shall be retained by Local 1000.

10.2.04 Notification of Audit

DLCs shall be notified of a routinely scheduled audit at least 30 days in advance. DLCs shall be notified of non-routine audits at least ten days in advance. If allegations are made as referenced in this policy above, a written explanation of allegations will be provided at the time of notification.

10.3.00 DISTRICT LABOR COUNCIL TRUSTEESHIP

10.3.01 Purpose

The purpose of this article is to set forth the terms for a trusteeship of a DLC, which may be imposed for the following purposes:

- (a) Correcting corruption;
- (b) Correcting financial malfeasance;
- (c) Restoring democratic procedures;

or

- (d) Ensuring accountability to Local 1000's policies and programs.

Whenever the Vice President/Secretary-Treasurer or the Vice President for Organizing/Representation has reason to determine the risk to Local 1000 is such that action is required, the trusteeship must be created in compliance with the procedures set forth in this article.

10.3.02 Imposition of Trusteeship

Upon the request of the Vice President/Secretary-Treasurer or the Vice President for Organizing/Representation and prior to the imposition of a trusteeship, the President shall issue a notice, which shall be mailed to all members of the DLC within seven calendar days, setting a time and place for a hearing for the purpose of determining whether a trusteeship should be imposed upon the DLC.

The President shall appoint a hearing panel of three Local 1000 members. The hearing shall be held in accordance with the relevant parts of Local 1000 Policy Section 9.1.01. The hearing panel shall report their recommendations to the Local 1000 statewide officers. The Local 1000 statewide officers must then act in accordance with the recommendation of the hearing panel.

10.3.03 Appointment of Trustee

The President shall appoint a trustee subject to confirmation of the Local 1000 statewide officers. The trustee must act in the best interests of the DLC in trusteeship.

10.3.04 Authority of the Trustee

The trustee shall be authorized and empowered to take full charge of the affairs of the DLC and its funds, to remove any or all officers and appoint temporary officers, to hold elections, if necessary, and to take such other action as he or she believes is necessary for the preservation of the DLC. The trustee shall also have the discretion to require the DLC to turn over to the trustee all books and property of the DLC. In addition, the trustee shall have the discretion to request the Vice President/Secretary-Treasurer to authorize disbursements to pay all outstanding claims, properly proven, if funds are sufficient. The Vice President/Secretary-Treasurer must comply with this request in a timely fashion.

10.3.05 Trusteeship Report to Local 1000 Board of Directors

- (a) The trusteeship must be affirmed by a majority vote at the first Local 1000 Board of Directors meeting following the hearing. The report of the hearing panel and the motion of the Local 1000 statewide officers shall be provided to the Local 1000 Board of Directors in Executive Session.
- (b) If the trusteeship is disaffirmed by the Local 1000 Board of Directors, self-governance of the DLC shall be restored. The trustee shall return all property to the DLC.
- (c) At each subsequent Local 1000 Board of Directors meeting, the trustee shall report to the Local 1000 Board of Directors on the status of the trusteeship and make a recommendation to continue or to terminate the trusteeship. The trusteeship can only be terminated by a majority vote of the Local 1000 Board of Directors.

10.3.06 Trusteeship Termination

When the trusteeship is terminated by the Local 1000 Board of Directors self-governance of the DLC shall be restored.

10.4.00 DLC FINANCE – LOCAL 1000 ACCOUNTING

Funds of DLCs will be administered as follows:

- (a) DLC and DLC Worksite Local funds shall be held and disbursed at the direction of the Vice President/Secretary-Treasurer;
- (b) Claims for reimbursement and other requests for disbursement shall be subject to the same standards and limits as applied by Local 1000's Controller to other Local 1000 expenditures.

- (c) Local 1000 shall maintain sufficient records and accounts to record all DLC revenues (including the monthly allocation of a portion of dues to each DLC) and expenditures, and shall provide each DLC a monthly statement of its transaction and DLC fund balance.
- (d) Local 1000 shall credit the DLC accounts quarterly with earned interest, if any, at the prevailing rate.
- (e) All checks processed for the DLCs shall bear the original signature of the Local 1000 Vice President/Secretary-Treasurer or his or her designees and the original signature of one of the other statewide Local 1000 statewide officers.

10.5.00 ETHICAL AND RESPONSIBLE FINANCIAL PRACTICES

10.5.01 Ethical Financial Practices Code

- (a) This Code of Ethical Financial Practices shall be applicable to Local 1000, its Board and committees, and all its elected and appointed officers. All officers, at every level, whether elected or appointed, have a trust and high fiduciary duty to honestly and faithfully serve the best interests of the membership. This can best be accomplished by adherence to these policies as well as applicable corporate law.
- (b) No officer of Local 1000 shall, to the best of his or her knowledge, have an ownership or other substantial financial interest which conflicts with his or her fiduciary duty. In particular, it shall not be permissible for any officer to:
 - (1) Have a substantial ownership or financial interest in any entity that engages in collective bargaining with Local 1000 unless that ownership or financial interest complies with applicable law and has been fully disclosed to Local 1000 and it has determined that it does not compromise the officer's ability to act in the best interest of the Local 1000 and its members;
 - (2) Have a substantial ownership or financial interest in any entity which does business or seeks to do business with Local 1000 unless that ownership or financial interest complies with applicable law and has been fully disclosed to Local 1000 and it has determined that it does not compromise the officer's ability to act in the best interest of the Local 1000 and its members;
 - (3) Be the sole or effective decision-maker concerning Local 1000's relations with an entity in which his or her parent, spouse, spousal equivalent or dependent child of that relationship, grandparent, grandchild, brother, sister, first or second cousin, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, step-parent,

stepsibling, foster parent, foster child, or business partner has a substantial ownership or financial interest; or

- (4) Engage in any self-dealing transactions with Local 1000, such as buying property from, or selling property to Local 1000, without the informed approval of Local 1000 obtained after full disclosure, including an independent appraisal of the fair market value of the property to be bought or sold.
- (5) 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. A “substantial ownership or financial interest” does not include stock in a purchase plan, profit-sharing plan or an employee stock ownership plan.
- (c) No officer of Local 1000 shall accept any non-de minimis personal payment or gift from any employer that engages in collective bargaining with Local 1000 or from any business or professional entity that does business or seeks to do business with Local 1000, other than regular pay and benefits for work performed, except as may be otherwise permitted under the terms of applicable law.
- (d) No officer of Local 1000 shall convert or divert any funds or other property belonging to Local 1000 to such individual’s personal use or advantage.
- (e) As long as there is compliance with the terms of Subsection (b) above, this Code is not intended to preclude officers of Local 1000 from owning publicly traded shares of any employer that Local 1000 seeks to organize or that does business with or that engages in collective bargaining with Local 1000 through a mutual fund, national securities exchange or other similar investment vehicle, provided that all transactions affecting such interests are consistent with rates and terms established by the open market. Further this Code does not apply to investments held in a blind trust.
- (f) Any allegation that this Code has been violated should be brought to the attention of the Local 1000 President or other statewide officer who shall refer the matter to the Local 1000 Legal Department for appropriate further action or investigation.
- (g) Local 1000 delegates to its Chief of Staff the responsibility for implementing a similar code of conduct for its managerial employees.

10.5.02 Responsible Non-profit Corporate Financial Practices

- (a) In addition to the requirements set forth above, state corporate law places additional restrictions on disclosure and voting by members of the Local 1000

LOCAL 1000 POLICY FILE

Board of Directors on matters in which a Director has an interest. For these purposes, an “interest” is generally considered to be a material financial interest.

- (1) Local 1000 Directors may be restricted from voting on items in which they have a non-de minimus financial interest.
- (2) Local 1000 is restricted from making loans to or guaranteeing the obligations of any Director. This does not restrict the issuance of advances on expenses reasonably expected to be incurred in the performance of duties.
- (3) When Directors are faced with any transaction involving these restrictions, it should be brought to the attention of the Local 1000 President or Vice President/Secretary/Treasurer, who shall refer the matter to the Local 1000 Legal Department for appropriate counsel on the requirements of disclosure to the Board and voting only by non-interested Directors, as well as other legal requirements.

**DIVISION 11:
DIVISION EXPENSES, MANAGEMENT
STAFF AND CONTRACTORS**

11.0.00 PERSONS ELIGIBLE FOR REIMBURSEMENT

11.0.01 Reimbursement for Local 1000 Business

The following persons may be reimbursed for expenses in connection with official business of Local 1000:

- (a) Members of the CSEA General Council;
- (b) Stewards;
- (c) Local 1000 President, Vice President/Secretary-Treasurer, Vice President for Organizing/Representation, and Vice President for Bargaining;
- (d) Members of the Local 1000 Board of Directors, statewide Local 1000 committees, ad hoc committees, and task forces/advisory groups; or
- (e) Other members of Local 1000 performing duties for Local 1000, when authorized by the Local 1000 President or designee.

11.1.00 PROCESSING OF EXPENSE CLAIMS

11.1.01 Necessary Expenses

The most economical use of funds, consistent with the convenience of the claimant and the schedule for the meeting, is the standard to be used in determining whether expenses claimed are “necessary.” In review, Local 1000 shall include mode of travel, needed lodging and meals in relation to necessary time of departure and return.

11.1.02 Expense Reimbursement Rate

- (a) Daily per diem with an overnight stay shall be reimbursed at the Internal Revenue Service (IRS) approved rate under the high-low substantiation method, as it may be amended from time to time, and no receipts shall be required.

(b) Meal allowances without an overnight stay shall be reimbursed at actual cost up to the amounts in subsection (a). Receipts for these meals are required for reimbursement. Each receipt must show the name of the restaurant or place and the date and time the meal was taken. The travel expense claim is required to include a brief description or statement of the business purpose for these meals.

(c) Breakfast shall not be claimed if departure is after or return is prior to 8:00 a.m.

Lunch shall not be claimed if departure is after or return is prior to 12:00 p.m. (i.e., noon). Dinner shall not be claimed if departure is after or return is prior to 7:00 p.m.

(d) When meals are purchased for other persons authorized to claim meal expense, such persons must be listed on the expense claim.

11.1.03 Lodging

(a) The regular allowance for lodging is up to \$160 plus tax per night or the negotiated rate. Lodging other than General Council lodging shall not be allowed if residence is within 40 miles or 40 minutes from the meeting location.

Only actual expense within the above limits is reimbursed and receipts are required.

(b) Incidental expense for up to \$5 per day is allowed if lodging is involved. No receipts are required.

11.1.04 Travel Allowance

Travel allowances are computed as follows:

(a) Common carrier: The lowest available fare expense is reimbursed, and receipts are required.

(b) Airporter: Actual reasonable expenses are reimbursed, and receipts are required.

(c) Personal car: Authorized use of personal car is reimbursed at the IRS approved rate, except that the reimbursement shall not exceed the common carrier rate unless the common carrier would be reasonably inconvenient. The beginning and ending destination, and the number of miles traveled must be indicated. If more than one person eligible for mileage rates rides in the car, reimbursement will be allowed for only claimant.

- (d) Parking: The actual authorized expense is reimbursed but amounts in excess of \$5.00 per day require receipts.
- (e) Bridge tolls: The actual expense is reimbursed, and no receipts are required.
- (f) Taxicab: Taxi fares will not be reimbursed except when no other transportation is practical or available, or unless the taxi fare for several riders is less than the common carrier fare.
- (g) Telephone, cell phone, and hotel business services: Actual expenses are reimbursable when date, place and party called are shown on the expense claim, but amounts in excess of \$1 require receipts. Fax and copier services for Local 1000 business may be reimbursable; receipts are required. Hotel internet charges are not reimbursable.

11.1.05 Travel Advance

- (a) A travel advance, in an amount not to exceed estimated expenses for one month, may be requested. Substantiation of expenses incurred must be submitted to the Local 1000's Accounting Department within 60 days. No subsequent advances will be issued until previous advances are cleared unless approved by the Vice President/Secretary-Treasurer.

11.1.06 Interpreters for the Deaf and Personal Care Service Providers

- (a) When deaf-members are expected to be present at any official function, the Local 1000 President may authorize reimbursement for all allowable expenses for interpreters for the deaf provided that the request for such services is made at least ten days in advance by the presiding officer of the sponsoring organization.
- (b) When disabled members are expected to be present at any official function, the Local 1000 President may authorize reimbursement for all allowable expenses for Personal Care Providers provided that the request for such services is made at least ten days in advance by the presiding officer of the sponsoring organization.

11.1.07 Exceptions

The Local 1000 President may make exceptions to the above rules in unusual circumstances.

11.1.08 Appeals

A claimant may appeal the deduction of any expense item from the expense claim, first to the Local 1000 statewide officers through the Vice President/Secretary-Treasurer; if satisfaction is not received at that level, the claimant may appeal to the Local 1000 Board of Directors.

11.2.00 UNION LEAVE

- (a) Union Leave is a member's reimbursed absence, at the rate negotiated with the State/Employer, from his or her workplace (with reimbursement through the State/Employer) for representation, organizing, governance, committee duties, bargaining, required attendance at meetings, etc. Members on union leave shall work at the direction of and report to the Local 1000 President or his or her designee.
- (b) Union leave may also be used for a member's reimbursed absence for the purpose of filling a temporary staff vacancy (normally less than six months) and performing the normal range of duties for that position. Members in such positions report to the appropriate Local 1000 staff.

11.2.01 Administration/Authorization

Union Leave shall be administered and authorized by the President or his or her designee.

11.2.02 Salary Reimbursement

BUNC or DLC elected or appointed representatives may be paid their net salary when engaged in authorized Board activities, subject to the availability of funding and with prior approval of the Local 1000 Secretary/Treasurer. Salary reimbursement shall only be authorized under the following circumstances:

- (a) Authorized state/employer paid release time is not otherwise available; and
- (b) The member is regularly scheduled to work that day and a work schedule adjustment cannot be made by the State/Employer, or the Local 1000 Secretary/Treasurer determines that other good cause exists.

11.3.00 LOST TIME

Lost time is a member's reimbursed absence from his or her workplace with reimbursement including state/employer paid portions of any insurance or other benefits, directly paid to the member.

- (a) "Lost time" may be used when union leave is not available for the purpose of governance, committee duties, bargaining, required attendance at meetings, representation, organizing, etc. Members in such positions shall work at the direction of and report to the President or his or her designee; or
- (b) "Lost time" is for the purpose of filling a staff vacancy and performing the duties within the normal range of that position when union leave is not available. Members in such positions shall report to the appropriate Local 1000 manager.

11.3.01 Salary Reimbursement

- (a) Expenditure of funds must have prior approval of the President.
- (b) Salary reimbursement for lost time while participating in negotiations shall be limited to the actual amount of time spent in negotiations with the State/Employer plus reasonable travel time. At no time will reimbursement exceed the normal work hours of a participant.

11.3.02 Procedures

Requests for lost time shall be in writing to the President or designee stating the type of leave, its purpose and duration, and availability of funding.

11.3.03 Administration and Authorization

All lost time shall be administered and authorized by the President or his or her designee. Only the Local 1000 President or Vice President/Secretary-Treasurer may sign authorizations for "lost time."

11.3.04 Limitation of Rights

- (a) A member serving in a lost time capacity, filling a staff vacancy or union leave capacity shall adhere to the following provisions and shall not be subject to any other limitations of membership rights:

- (1) During work time, including hours beyond an eight hour day or 40 hour work week, refrain from engaging in the internal politics of Local 1000; and
 - (2) If the lost-timer holds an elected position within Local 1000, he or she has the right to attend and participate in any official Local 1000 meeting in which he or she would otherwise normally attend and participate.
- (c) Members serving on union leave or lost time status not filling a staff vacancy may engage in Local 1000 politics only to an incidental degree during normal work hours. No additional membership restrictions shall apply.

11.3.05 Lost Timers Dues

Monthly dues for Local 1000 members on lost time status shall be the regular dues rate.

11.4.00 CONTRACTS AND SERVICES AGREEMENTS

The Local 1000 President, in consultation with the other officers, is authorized to negotiate and enter into contracts and service agreements relating to management staff, consultants and other contractors consistent with the following:

- (a) The Chief of Staff and other managers shall be employed under the terms of a contract; and
 - (b) The Chief of Staff shall be subordinate and directly accountable to the President for carrying out the policies and programs of Local 1000.
- (c) Management Salaries:

The Officers shall periodically review manager salaries and benefits for recommendations to the Local 1000 Board of Directors.

11.4.01 Special Consultants

The President, in consultation with the other officers, is authorized to employ special consultants as may be required in the administration of Local 1000, subject to the financial ability of Local 1000.

11.4.02 Contracting for Services

LOCAL 1000 POLICY FILE

The Local 1000 President in consultation with the other officers is authorized to enter into contracts for providing information and services to Local 1000.

**DIVISION 12:
ELECTION PROCEDURES**

12.0.00 GENERAL PROVISIONS

12.0.01 Election Conduct

- (a) All elections, referenda, recalls, ratifications, or other matters to be decided by either a ballot vote of Local 1000 members or vote by the Local 1000 delegates to General Council, shall be conducted in accordance with procedures established by the Local 1000 Board of Directors and shall be administered by an appropriate Local 1000 election committee

12.0.02 Eligibility Requirements

- (a) Stewards may run for and hold only one office within Local 1000.
- (b) Any active member in good standing in the respective jurisdiction may run for CSEA General Council delegate.
- (c) All candidates for DLC office, District Bargaining Unit Representative, and Classification Bargaining Unit Representative must be certified stewards prior to the first day of the nomination period
- (d) All candidates for Local 1000 statewide officer must:
 - (1) Be a member in good standing for the two years immediately prior to the first day of the nomination period; and
 - (2) Be an active steward for the two years immediately prior to the first day of the nomination period.
- (e) Any certified steward may be appointed to a vacant office following the appropriate procedure.

12.0.03 Term of Office

- (a) The term of office for Local 1000 statewide officers, all DLC officers, officers of worksite locals, DBURs, and CBURs is three years beginning June 30 of the election year or until their successors take office.

- (b) The term of office for delegates to CSEA's General Council is defined in the CSEA Bylaws.

12.0.04 Oath of Office

The following oath of office will be used for all positions in Local 1000:

I, _____, pledge my word and honor, that I will faithfully discharge the duties of the office to which I have been elected, in accordance with the rules of Local 1000, and to the best of my ability, carry out the plans and programs of the union, help build unity, strength and participation among members in the union, in the workplace, in our communities and in the political arena and purchase union label goods and use union services whenever they can be obtained.

12.0.05 Computation of Timeliness

When the final date for any action falls on a Saturday, Sunday or holiday, such action may be taken on the next regular workday.

12.1.00 ELECTION CONDUCT

The following code of conduct shall govern elections for all Local 1000 offices.

- (a) Candidates and members offer constructive alternatives to established Local 1000 policies, procedures or programs which they wish to change.
- (b) Candidates and members shall be truthful about candidates or their policies and engage in factual presentations relevant to the election.
- (c) Candidates and members shall not encourage Local 1000 voters to base their judgments on considerations of race, color, sex, religion, occupation, national origin, sexual orientation, ancestry, disability or age.
- (d) Candidates and members should encourage consideration of experience, performance, ideals and program of the respective candidates for Local 1000 offices.
- (e) Candidates and members should conduct themselves in a manner which brings respect to Local 1000 and which attempts to avoid post-election divisions which would hamper Local 1000's effectiveness.
- (f) Candidates and members should discuss relevant Local 1000 issues.

- (g) Candidates and members shall not use Local 1000 funds or other union resources to support or oppose any candidate for any Local 1000 office.
- (h) Candidates and members are prohibited from requesting or accepting any contribution, service, endorsement or advocacy for or against any candidate for any Local 1000 office from any Local 1000 or CSEA staff, whether rank and file or management, or from any consultant or vendor to Local 1000 whether or not such activity or support occurs outside of compensated work time.

12.1.01 Violations

A candidate for that office may file a protest with the President or with the Vice President/Secretary-Treasurer, if the protest is against the President, concerning violations of this code of conduct. Such protest shall be immediately referred by the President or the Vice President/Secretary-Treasurer to the Local 1000 Election Protest Committee. The committee shall immediately review the protest, and upon a finding by the committee upholding the protest, the committee may take the following actions:

- (a) If the protest concerns the conduct of a candidate, the candidacy of the members may be terminated.
- (b) The committee may take other corrective action.
- (c) The decision of the Election Protest Committee shall be final.

12.1.02 Election of Local 1000 statewide officers, District Labor Council Officers, District Bargaining Unit Representatives, Classification Bargaining Unit Representatives, DLC Local Officers and General Council Delegates

Local 1000 statewide officers, DLC officers, DLC Local Worksite officers, DBURs, CBURs, and General Council delegates are elected every three years by the members within their jurisdiction. These elections are conducted on a uniform statewide basis. Nominations will be open for these offices no later than the first business day in January of an election year. All elections shall be by secret mail ballot.

12.1.03 Local 1000 Nomination Form

The Local 1000 Nomination Form must be personally signed by the candidate and received by the Local 1000 Election Committee no later than 5:00 p.m. of the second Monday in February of the election year.

12.1.04 Candidate Statement

- (a) Each candidate may submit a statement of no more than 100 words.
- (b) Statements must be received by the Local 1000 Election Committee by 5:00 p.m. of the second Monday in February of the election year. The statement shall accompany the ballots and shall be typed and printed exactly as submitted by the candidate. Words beyond the 100-word limit shall be deleted.

12.1.05 Election Procedures

- (a) Notification of the open nomination period for Local 1000 statewide officers, DLC offices, officers of DLC Locals, District Bargaining Unit Representatives, and Classification Bargaining Unit Representatives shall be posted on the website and published in the Union Update no later than the first business day in January of an election year.
- (b) Notification and nomination forms for General Council and SEIU International delegates will posted on the website and published in the Union Update.
- (c) Local 1000 nomination forms indicating self-nomination shall be accepted by the Local 1000 Election Committee until 5:00 p.m. on the second Monday in February.
- (d) To be valid, the Local 1000 statewide officers, DLC, local officers, DBUR, CBUR and General Council Delegate election ballots must be received by 5:00 p.m. on May 20.
- (e) Local 1000 shall secure the services of independent vendor(s) that provides election and balloting services. Those vendor(s) will be solely responsible for mailing, receiving, sorting, opening, counting, and securing all ballots (including duplicate ballots) related to the elections enumerated in sub-division (a) of this section. Those vendor(s) shall deliver a report of the canvass of the votes to the Chair of the Election Committee and shall simultaneously post a copy of said report for viewing by observers present at the counting of ballots.
- (f) Write-in candidates are not permitted. Unopposed candidates shall be declared elected after nominations have been closed and the ballot shall so state.
- (g) All candidates will be notified of the results by May 30.

- (h) Newly elected Local 1000 statewide officers, DLC and local officers, as well as, DBURs and CBURs shall be installed (i.e., take office) no later than June 30, unless there is an unresolved election protest.
- (i) General Council Delegates take office at General Council.
- (j) A plurality of votes cast shall determine the winner for each office. In case of a tie, the winner shall be determined by lot.

12.1.06 Statewide Elections Committee

- (a) No later than the first Monday of December prior to an election year, the Local 1000 President shall appoint an election committee of up to five members to conduct and coordinate Local 1000 elections. Members of the election committee shall not be eligible to run for any office, except Delegate to General Council and Delegate to the SEIU International Convention.
- (b) The election committee, with the assistance of such staff as necessary, is responsible for:
 - (1) Preparation of the nomination form and notification to all eligible members of the open nomination period, the election rules and timelines. Such notifications shall be posted on the Local 1000 website no later than the first business day in January.
 - (2) Verification of eligibility of candidates and voters;
 - (3) Providing a membership list consisting of name, work phone and home phone (except for California Department of Corrections and Rehabilitation, and the forensic units of Department of State Hospitals) of the electorate of the office for which he or she is a candidate. Candidates seeking such lists shall make a written request to the Committee. Candidates for Classification Bargaining Unit Representatives and Local 1000 statewide officer positions shall not receive such lists
 - (4) Ensuring secret ballot elections in accordance with this policy and the CSEA and Local 1000 Bylaws.
 - (5) Listing delegates to the SEIU International Convention and General Council in descending order of number of votes received. The persons receiving the most votes shall be designated as delegates. This shall be repeated with each successive candidate placed on the list up to the number of delegates authorized. Each successive remaining candidate shall be placed on the list as alternate delegates. When each DLC

receives notification of the number of eligible General Council delegates, the elected delegates shall be announced.

(6) Publication of the results.

(7) The safekeeping of all ballots and delivery to appropriate Local 1000 staff for retention following the election protest period.

12.1.07 Use of Membership Lists

Individual members who are nominees for an elected position in Local 1000 may request a mailing by submitting a written request to the Vice President/Secretary-Treasurer as follows:

- (a) The request must state (I) the office for which the member is a nominee and (II) the members who are to receive the mailing, which shall be limited to the membership group who is entitled to vote on the office in question.
- (b) This request shall use the form provided by Local 1000 for mailing requests, must include a copy of the material to be mailed and must be signed by the member(s) requesting the mailing.
- (c) The Vice President/Secretary-Treasurer will advise the member of the estimated cost of the mailing promptly, as provided below. The mailing shall be made within ten days after payment of the estimated costs of mailing, unless the Vice President/Secretary Treasurer advises the member within that time that the mailing will not be permitted. In making that determination, the Vice President/Secretary-Treasurer shall act in accordance with applicable law.
- (d) If a mailing request is denied, the member may appeal to the Local 1000 President in writing stating the nature of the appeal. All appeals shall be referred to the Election Committee for resolution under its procedures.
- (e) The election committee shall serve until the conclusion of the election.

12.1.08 Protest of Local 1000 statewide officers, DLC Officer, Local Officer, DBUR, CBUR or General Council Delegate Elections

- (a) An election protest committee of three non-candidates (except for General Council Delegate) shall investigate all timely protests.
- (b) Election protests must be in writing and received by the Local 1000 President by 5:00 p.m. on June 10.

- (c) Only a candidate for the office being protested may file a protest. Election protests shall contain all information pertinent to the charge including specific violation of policy, facts to substantiate any allegations, such as dates, times, places, names of those involved in the alleged violations and any relevant documentary evidence including written statements from witnesses. Decisions of the election protest committee shall be final and binding on the parties. Decisions shall be mailed to the parties of the protest by June 25.
- (d) The incumbent in the protested office shall remain in office until the protest is decided. If there is no incumbent, the office shall remain vacant.

12.2.00 STATEWIDE BARGAINING ADVISORY COMMITTEES AND BARGAINING UNIT NEGOTIATING COMMITTEES

- (a) Each SBAC shall elect five SBAC members to serve as the BUNC and may elect up to three alternates for the first 10,000 workers in the bargaining unit. Thereafter, one additional BUNC member and alternate shall be added for every 10,000 workers or fraction thereof in the unit.
- (b) The SBAC shall elect from the BUNC members, the Chair, Vice Chair and Alternate Vice Chair.
- (c) A majority of votes cast shall determine the winner for each office. If there is only one candidate nominated for office, he or she will be declared elected. A tie vote shall be determined by lot.
- (d) The President shall appoint an election committee of up to four non-candidate members each from different bargaining units for the purposes of conducting BUNC elections and elections for the Chair, Vice Chair and Alternate Vice Chair from the elected BUNC members.
- (e) The election committee shall be responsible for:
 - (1) Notification of eligible voters of the meeting for the nomination and election of BUNC members and officers;
 - (2) Verification of eligibility of candidates and voters;
 - (3) Preparation of ballots; and
 - (4) Counting of ballots.

- (f) The election committee shall serve until the conclusion of the election.

12.2.01 BUNC Election Protests

- (a) A candidate for office may file a protest with the Vice President for Bargaining or designee within one hour after the election.
- (b) The Vice President for Bargaining or designee(s) shall immediately appoint a hearing officer to hear the protest and to determine the validity of the protest. The decision of the hearing officer is final and binding on all parties.

12.3.00 RECALL OF ELECTED OFFICERS

Any person holding elective office within Local 1000 may be recalled from that office by using the following procedures:

- (a) Proponent(s) of the recall must submit a written notice of intent to recall with the President, unless the person being recalled is the President, in which case the notice shall be submitted to the Vice President/Secretary-Treasurer.
- (b) The notice shall include the name and title or position of the person sought to be recalled and a statement of reasons not to exceed 100 words. The President shall notify the officer who is the subject of the petition.
- (c) The President or Vice President/Secretary-Treasurer, as appropriate, shall acknowledge the proponent(s) notice in writing within ten calendar days and the date of such letter of acknowledgment shall begin a 30 calendar day signature gathering period.
- (d) Signatures must be gathered on a petition with the statement of reasons for recall and submitted to the President or Vice President/Secretary-Treasurer.
- (e) All recall petitions must be submitted to the President or Vice President/Secretary-Treasurer by no later than 5:00 p.m. on the 30th day from the date of the letter of acknowledgment.
- (f) In order to proceed with a recall election, the proponent(s) of the recall must submit the signatures of not less than 20 percent of the eligible voters for that office.

- (g) Both the person being recalled and the proponent(s) of recall have the right to be present at the counting and validating of the signatures, or they may send a representative at their own expense.
- (h) Within 48 hours of the validation of signatures, the President or Vice President/Secretary-Treasurer will send a written notice to the person being recalled and the proponent(s) of recall informing them of the results of the count.
- (i) An election caused by a recall petition shall take place within no more than 60 days of the announcement that sufficient signatures were submitted. Such election will follow the same procedures as Local 1000 policy provides for conducting an election to that office. An individual recalled from office is not eligible to run for, or hold, that office during the term from which the individual was recalled.
- (j) If the recall is successful, any vacancies created shall be filled by the following process: The Local 1000 President will mail to all eligible members, an election schedule that will include the nomination period, the election period and the protest period. This process shall be completed within 120 days after the vacancy created by the recall.
- (k) The deadlines denoted above are maximum deadlines. Any of the individual steps required for recall may be completed sooner than indicated if feasible to do so. No part of the recall process shall take place during any part of a regularly scheduled election process.

12.4.00 SEIU INTERNATIONAL CONVENTION DELEGATES

12.4.01 Election of Delegates to SEIU International Conventions

- (a)(1) The Local 1000 President shall appoint an election committee of up to five non-candidate members for the purpose of conducting secret ballot elections for delegates to the SEIU International Conventions. The term of office shall be as defined in the SEIU Constitution and Bylaws.
- (2) In any election year that coincides with elections for local and DLC offices, the Local 1000 Election Committee (12.1.06) shall also serve as the SEIU International Convention Election Committee. The Local 1000 Election Committee may adjust the procedures required by sections 12.4.01(b) as necessary to facilitate consolidation with the general election procedures.
- (b) The election committee shall be responsible for:

- (1) Notification to all Local 1000 members in good standing of the open nomination period, the election rules, timelines, and the counting of the ballots. Such notification posted on the website and published in the Union Update. The cost of the election shall be borne by Local 1000.
 - (2) Verification of eligibility of candidates and voters.
 - (3) Ensuring secret ballot elections.
 - (4) Counting of ballots and certifying the results. The ballot count shall be open to all members. The election committee shall verify the eligibility of each voter and then separate the ballot sleeve from the return envelope. The committee shall then remove the ballot from the ballot sleeve and after all ballots are removed, count the ballots.
 - (5) Listing delegates in descending order of number of votes received. The person receiving the most votes shall be designated as a delegate. This shall be repeated with each successive candidate placed on the list up to the number of delegates authorized. When Local 1000 receives notification of the number of eligible delegates, the elected delegates shall be announced. Each successive remaining candidate shall be placed on the list as alternate delegates.
 - (6) Publication of the results.
 - (7) Safekeeping of all ballots: All ballots shall be retained by the chair of the Election Committee until after the Convention.
- (c) The election committee shall serve until the conclusion of the election.
 - (d) Any active member in good standing is eligible to be a candidate.
 - (e) The electorate body shall consist of all Local 1000 active members in good standing.

**DIVISION 13:
REPRESENTATION**

13.0.00 REPRESENTATION

Representation is the means by which Local 1000 makes its resources available in order to provide a fair and full review of any infringement of state/represented employees' rights.

13.0.01 Representation Rights and Limitations

(a) Local 1000 will provide representation, within the limitations set forth in this Policy File, to state/represented employees based upon their status as follows:

(1) Members within a bargaining unit for which Local 1000 is the exclusive agent, have the full right to good faith representation without charge in any employment-related matter.

(2) Members of affiliate organizations have such rights to representation as set forth in their affiliation agreement with Local 1000 as permitted by law.

(3) Nonmembers, only to the extent such representation is required by law.

(b) Local 1000 has the right to make fair and impartial decisions as to the merits of a particular request for representation including, but not limited to decisions:

(1) Whether to undertake representation;

(2) Whether to discontinue representation at any time;

(3) Whether to recommend that a matter be settled prior to exhaustion of the applicable administrative procedures;

(4) Whether to refuse to continue representation in the event that its recommendation of settlement is not satisfactory to the employee;

(5) Whether to seek judicial relief and redress for a particular matter in addition to or in lieu of representation through any or all of the available administrative procedures; and

(6) Whether to discontinue its representation in judicial proceedings at any point prior to their exhaustion.

(c) Representation will not be provided to members in matters resulting from events which occurred prior to the date of their application for membership, their employment in state

service or employment for which Local 1000 is the exclusive representative, unless required by law.

- (d) Representation in court is not automatically afforded. If representation is denied, such denial may be appealed to the Local 1000 President.
- (e) Representation is not provided in workers compensation matters.

13.0.02 Types of Representation

Representation consists of either services or indemnity, or both.

- (a) Services consist of advice, counsel and assistance rendered by competent and qualified persons, and may include investigation, negotiation and settlement as well as appearances before administrative, judicial or legislative tribunals.
- (b) Indemnity consists of money payment in reimbursement of either a portion or all of actual and necessary representation costs. Local 1000 will not indemnify anyone for costs or expenses incurred without prior authorization by Local 1000.

13.0.03 Representation Before Licensing or Examining Boards

Local 1000 does not normally provide representation before licensing or examining boards but may provide such representation if the following conditions are satisfied:

- (a) The individual seeking such representation faces revocation or suspension of his or her license and such license is a condition of employment;
- (b) The license or certificate is sought to be revoked or suspended because of conduct with occurred in connection with the individual's employment; and
- (c) The representation is specifically approved by Local 1000.

13.0.04 Requests for Formal Representation

- (a) Local 1000 may deny representation based on the grounds set forth in this policy.
- (b) Local 1000 shall maintain a record of all requests for representation. Such records shall be adequate and sufficiently complete so as to advise the appropriate appeals body of the name of the person making the request, the nature of the request, the date upon which the request was received and the disposition of the request. Such records shall at all times be open for inspection by the appropriate appeals body.

13.0.05 Denial of Representation

It is Local 1000's general policy to deny representation on the following grounds:

(a) Unapproved Actions:

Local 1000 normally shall not provide representation with respect to disciplinary action arising from unapproved job actions;

(b) Best Interests of the Union:

Local 1000 shall not provide representation that would conflict with the best interests of Local 1000 or require Local 1000 or its staff to take a position in any manner inconsistent with the bylaws or policies of Local 1000;

(c) Lack of Merit:

Local 1000 may deny representation in matters that appear to lack factual or legal merit; or

(d) Other Representation:

Local 1000 may deny representation when it determines that an individual has another representative in the same matter.

13.1.00 APPEALS

13.1.01 Representation Appeal

(a) Any member may appeal a decision to deny a request for representation in adverse actions and all other appropriate matters.

(b) An appeal must be filed within ten days of proof of service of the denial.

(c) The appeal must be in writing. The appeal shall be addressed to the Local 1000 President, Attention: Legal Services, 1808 14th Street, Sacramento, CA 95811.

(d) The appeal will be heard by the Statewide Chief Stewards Committee, which shall meet to consider such appeals and make a final decision.

13.1.02 Decision to Arbitrate and Arbitration Appeals

(a) Decisions to advance grievances to the Local 1000 Legal Department to be considered for arbitration shall be made by the Union Resource Center (URC) Area Coordinator, URC representative and two appropriate stewards.

- (b) The Statewide Arbitration Coordinator shall make recommendations to the Vice President for Organizing/Representation and the Vice President for Bargaining on whether to arbitrate, combine cases, etc., or to deny arbitration.
- (c) The Vice President for Organizing/Representation and the Vice President for Bargaining, after consultation with the BUNC Chairs, shall make the decision to arbitrate, combine cases, etc., or to deny arbitration.
- (d) The decision to deny arbitration must be mailed to the members(s) within ten days of the decision.
- (e) An appeal of a decision to deny arbitration must be filed in writing to the Local 1000 President within ten days of proof of service of the denial. The appeal shall be addressed to the Local 1000 President, Attention: Legal Services, 1808 14th Street, Sacramento, CA 95811.
- (f) Appeals of denial of arbitration shall be heard by the Statewide Chief Stewards Committee which shall meet to consider such appeals and make a final decision.
- (g) The Committee shall maintain accurate records of matters brought before it and submit periodic reports to the Local 1000 Board of Directors.

13.1.03 Request for Indemnification

- (a) Any member may request indemnification after a decision to deny representation in adverse actions or other appropriate matters.
- (b) A request for indemnification must be made within ten days of proof of service of the denial of representation.
- (c) The request must be in writing addressed to the Local 1000 President, ATTENTION: SEIU Local 1000 Legal Services, 1808 14th Street, Sacramento, CA 95811.
- (d) The request shall be considered by the Local 1000 Board of Directors at its next regularly scheduled meeting.

13.2.00 ATTORNEY-CLIENT RELATIONSHIP

Local 1000 does not practice law nor solicit matters requiring legal services. It does employ staff attorneys whose services are made available in accordance with the representation policy. Local 1000 may authorize representation, but having given such authorization will not thereafter interfere in the attorney-client relationship so established unless authorized by the client.

LOCAL 1000 POLICY FILE

**DIVISION 14:
LOCAL 1000 COMMUNICATIONS**

14.0.00 AGENDAS

Copies of agendas for all statewide Local 1000 meetings shall be sent by email and/or first class mail or its equivalent to all members of the Local 1000 Board of Directors, at least seven calendar days prior to the date of each meeting. Backup material to agenda items will be available to any member of Local 1000 prior to a statewide meeting provided a request is made in writing, at least 15, but not more than 30 calendar days prior to such meeting.

14.1.00 MINUTES

The text of motions considered at Local 1000 Board of Directors meetings shall be sent to members of the Local 1000 Board of Directors within 14 calendar days following the meeting. Minutes of Local 1000 meetings, except for the Local 1000 Agenda Committee, shall be published and distributed within a reasonable time.

14.2.00 LOCAL 1000 POLICY FILE UPDATES

(a) Annual:

An annual updated Local 1000 Policy File, reflecting all changes adopted by Local 1000 Board of Directors, shall be posted to the Local 1000 website subsequent to the first Board meeting of each new calendar year.

(b) Updates:

Within 30 calendar days following each Local 1000 Board of Directors meeting, inserts reflecting changes adopted at that meeting will be posted to the Local 1000 website.

(c) Additional copies:

Any member of Local 1000 may request a copy of the Local 1000 Policy File from any area office or download it from the Local 1000 website.

14.3.00 MISCELLANEOUS COMMUNICATIONS

14.3.01 Informing the President

A courtesy copy of all documents and fliers sent to the membership shall be sent to the President at the same time.

14.3.02 Union Colors and Logo

- (a) The official colors of the union are purple and gold. The official logo of the union shall be the following:
- (b) This logo shall be used in all union publications including, but not limited to letterheads, banners and the website(s). When using union funds, a DLC, SBAC, or BUNC, whenever possible, shall purchase apparel, equipment, and accessories bearing the SEIU colors and logo.
- (c) Any exceptions to this basic logo must be approved by the Local 1000 President or his or her designee.

LOCAL 1000 POLICY FILE

**DIVISION 15
NEW BARGAINING UNITS**

For newly represented bargaining units, the following provisions apply to the formation of the bargaining unit within Local 1000:

15.0.00 Formation of DLC and BUNC

The Board of Directors may approve new bargaining units when Local 1000 is seeking exclusive representation status of an appropriate group of employees under any collective bargaining law. The Board may authorize a statewide DLC structure, if appropriate, and/or an alternative SBAC structure to ensure an adequate number of DBURs to form the BUNC. This approval may be prior to certification of exclusive representation status to allow sufficient time for implementation of DLC governance, steward training, and bargaining preparation, along with other matters that may arise.

15.0.01 DLC Administrator

The President may appoint an initial DLC Administrator who shall ensure that a sufficient number of stewards are trained to fill officer and bargaining positions. The Administrator may appoint stewards-in-training to temporarily fill offices until he/she conducts an election to fill DLC/BUNC positions. These temporary appointments expire when the election process is completed.

15.0.02 Steward Training

Local 1000 will offer steward training to members of the proposed bargaining unit(s) to ensure that a sufficient number of trained stewards may fill elected positions in the DLC and BUNC.

15.0.03 Membership Effective Date

Membership is effective upon certification of the new unit(s) from PERB (or other agency with authority to certify a bargaining representative).

15.0.04 Initial Election and Term of Office

The DLC Administrator will ensure that a sufficient number of stewards complete training so that initial elections can be conducted within a reasonable time. Those elected will take office immediately and serve the remainder of the term of office with the Local. Thereafter, future elections will be conducted in accordance with the Policy File Division 12.

PERB Received
01/13/23 16:06 PM

EXHIBIT A3-6 Requests to Local 1000 for IN-PERSON Board Meetings & Financial Documents

November 23, 2022,

PERB Received
01/13/23 10:06 PM
Happy Thanksgiving to the Local 1000 Board of Directors,

As a Local 1000 Board member I am asking again for the sixth time for all information requested in my prior 5 emails. I lost my legal representation on June 8, 2022, with Local 1000 being informed on June 10, 2022, through the HR1 process that I no longer had legal counsel. Local 1000 offered me on July 1, 2022, a one-time \$15K for attorney fees for **only** my HR1 matter but excluded the DLC 744 President, William Hall's lawsuit against me. I did not accept this one-time \$15K offer because it violated California Corporations Code § 5238. Local 1000 has intentionally failed to provide to me all of my requested information in my prior 5 emails-please see below and the attached 5 prior emails for the complete requests. Please respond by November 30, 2022, by 12pm with ALL of my requested information.

1. I have asked on 5 prior occasions (June 7th, June 9th, June 10th, July 3rd and August 12th of this year-see attached pdf) for copies of **ALL** financial records from February 27, 2022 through June 7, 2022 and these numerous requests have not been addressed nor answered. I am asking for this information again with additional financial information through November 30, 2022. As a member of the Board of Directors, I am entitled to copies of all financial records. I am therefore requesting to inspect and make copies of all financial and accounting books and records that detail all Local 1000 spending for my requested time period. I am making this request pursuant to California Corporations Code Section 8333 for all financial information within a reasonable time not to exceed 7 days.
2. I have also asked for Board of Directors' meeting minutes from March 5, 2022 through June 2022. I also asked for a roll call for all voting during these Board of Directors' meetings. I am now asking again for this information with the addition of all Board meetings minutes, full unedited zoom videos for these Board meetings, and roll call votes from March 5, 2022 through November 2022 during these Board meetings. The roll call votes should indicate how each Board member voted on every issue at these Board meetings.
3. This legal request is my sixth request as a Local 1000 Board member and it appears that Local 1000 is retaliating against me while informing membership that I am the "outgoing" president while my HR1 and lawsuit matters are still not resolved. I am also asking for the sixth time for all future Board meetings have an option to attend in person for Board members who want to attend in person. Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust while providing members with absolutely no transparency since there is no meeting notes or roll call votes for review. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. Signal Oil & Gas Co. v. Ashland Oil & Ref. Co., 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not! This will denial of my requests will not help build membership but only continue to encourage members to cancel their memberships.
4. I have also requested to be fully indemnified as required by law since I have acted in good faith while performing my duties as the Local 1000 President. Local 1000 and/or SEIU International should fully indemnify me pursuant to California Corporations Code § 5238. Under Corp. Code § 5238, a nonprofit corporation has the power to indemnify an agent of the corporation who is or may become a party to certain civil or criminal proceedings, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceedings. At the past illegal June 2022 Board meeting, the Board voted to pay Board member, DLC 744 President, William Hall's attorney fees for Chris Katenzbach in excess of \$42,000 with no stipulations for Mr. Hall's lawsuit against me, Local 1000, and SEIU International. The Board voted in this illegal meeting to pay the costs of an attorney that is suing our Union with our members' own money. Local 1000 has also paid for VP Anica Walls 'attorney, Phil Andonian, who is handling her HR1 meritless charge against me to remove me from Local 1000. In addition Local 1000 has hired an independent arbitrator, to handle this baseless HR1 against me which violates the Local 1000 Policy File.

PERB Received
01/13/23 16:06 PM

In summary I am asking as a Local 1000 Board member who has not had legal counsel since June 8, 2022, with Local 1000 being informed on June 10, 2022 of my loss of legal representation, my requested financial information, Board meeting minutes with verifiable roll call votes, Board meeting full unedited zoom videos, full indemnification and in-person Board meetings starting with the scheduled December 3-4, 2022, Board meeting. . Please respond by November 30, 2022, by 12pm with ALL of my requested information.

Thanks for your cooperation,

Richard Louis Brown

Richard Louis Brown
Local 100 Board member
Inspire the Impossible 7437
408-207-2339

Richard Brown <richard.brown7437@yahoo.com>

To: Ronney Etheridge, Anne

Giese, Richard.brown7437@yahoo.com, djimenez@seiu1000.org, awalls@seiu1000.org, lGreen@seiu1000.org, g, dlc701presidentld@gmail.com, ndavis@seiu1000@aol.com, jd.sandoval@live.com, Danilyn.creech@psh.dsh.ca.gov, msmroy1976@gmail.com, montano.olivia.475@gmail.com, caroleseiu1000@gmail.com, musembi.rn@gmail.com, rgilbert.seiu1000@gmail.com, mariablaine39@gmail.com, membersfirst@gmail.com, his_story1865@yahoo.com, mistydelrosario3@hotmail.com, trodriguezdlc726@gmail.com, nancymartinez_6@hotmail.com, moneyrodriguez@hotmail.com, risewithlabor@gmail.com, imani.dhahabu.seiu@gmail.com, billhall95688@gmail.com, jbetboopin3@gmail.com, dlc747president@gmail.com, Jerome_wash@sbcglobal.net, christina dlc751@gmail.com, healykm@hotmail.com, angeliquems@aol.com, bigdtiggerds69@yahoo.com, DLC764@outlook.com, seitz_l@pacbell.net, seiulocal1000dlc766@gmail.com, bparriaga@icloud.com, cmsallen768@gmail.com, exctme@aol.com, dlc770president@gmail.com, trico60@hotmail.com, mdlc056@gmail.com, van.n.guyen_seiu.local1000@outlook.com, jonah.a.paul@gmail.com, thetay456@gmail.com, dlc787.president@gmail.com, president.dlc788@gmail.com, dlc789Pres@outlook.com, cindydoyleunion@gmail.com, brkhse1982@yahoo.com, yourunion2019@gmail.com, cnaranjo62@sbcglobal.net, ruthkiker@charter.net, delonnelj@gmail.com, jaimen.vogel@gmail.com, SRodriguez@seiu1000.org, RHoltz@seiu1000.org, KJefferies@seiu1000.org, BWillis@seiu1000.org, RVega@seiu1000.org, EMurray@seiu1000.org, vseastrong@seiu1000.org, MVartanian@seiu1000.org, broy@seiu1000.org, andrewvasicek@gmail.com, Board@seiu1000.org, Tommy.Cornelius@cdtfa.ca.gov, cullenkral@gmail.com

Hide
Wed, Nov 23 at 11:47 AM

November 23, 2022,

Happy Thanksgiving to the Local 1000 Board of Directors,

As a Local 1000 Board member I am asking again for the sixth time for all information requested in my prior 5 emails. I lost my legal representation on June 8, 2022, with Local 1000 being informed on June 10, 2022, through the HR1 process that I no longer had legal counsel. Local 1000 offered me on July 1, 2022, a one-time \$15K for attorney fees for **only** my HR1 matter but excluded the DLC 744 President, William Hall's lawsuit against me. I did not accept this one-time \$15K offer because it violated California Corporations Code § 5238. Local 1000 has intentionally failed to provide to me all of my requested information in my prior 5 emails-please see below and the attached 5 prior emails for the complete requests. Please respond by November 30, 2022, by 12pm with ALL of my requested information.

1. I have asked on 5 prior occasions (June 7th, June 9th, June 10th, July 3rd and August 12th of this year-see attached pdf) for copies of **ALL** financial records from February 27, 2022 through June 7, 2022 and these numerous requests have not been addressed nor answered. I am asking for this information again with additional financial information through November 30, 2022. As a member of the Board of Directors, I am entitled to copies of all financial records. I am therefore requesting to inspect and make copies of all financial and accounting books and records that detail all Local 1000 spending for my requested time period. I am making this request pursuant to California

Corporations Code Section 8333 for all financial information within a reasonable time not to exceed 7 days.

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3. This legal request is my sixth request as a Local 1000 Board member and it appears that Local 1000 is retaliating against me while informing membership that I am the "outgoing" president while my HR1 and lawsuit matters are still not resolved. I am also asking for the sixth time for all future Board meetings have an option to attend in person for Board members who want to attend in person. Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust while providing members with absolutely no transparency since there is no meeting notes or roll call votes for review. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. *Signal Oil & Gas Co. v. Ashland Oil & Ref. Co.*, 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not! This will denial of my requests will not help build membership but only continue to encourage members to cancel their memberships.

4. I have also requested to be fully indemnified as required by law since I have acted in good faith while performing my duties as the Local 1000 President. Local 1000 and/or SEIU International should fully indemnify me pursuant to California Corporations Code § 5238. Under Corp. Code § 5238, a nonprofit corporation has the power to indemnify an agent of the corporation who is or may become a party to certain civil or criminal proceedings, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceedings. At the past illegal June 2022 Board meeting, the Board voted to pay Board member, DLC 744 President, William Hall's attorney fees for Chris Katenzbach in excess of \$42,000 with no stipulations for Mr. Hall's lawsuit against me, Local 1000, and SEIU International. The Board voted in this illegal meeting to pay the costs of an attorney that is suing our Union with our members' own money. Local 1000 has also paid for VP Anica Walls' attorney, Phil Andonian, who is handling her HR1 meritless charge against me to remove me

from Local 1000. In addition Local 1000 has hired an independent arbitrator, to handle this baseless HR1 against me which violates the Local 1000 Policy File.

In summary I am asking as a Local 1000 Board member who has not had legal counsel since June 8, 2022, with Local 1000 being informed on June 10, 2022 of my loss of legal representation, my requested financial information, Board meeting minutes with verifiable roll call votes, Board meeting full unedited zoom videos, full indemnification and in-person Board meetings starting with the scheduled December 3-4, 2022, Board meeting. . Please respond by November 30, 2022, by 12pm with ALL of my requested information.

Thanks for your cooperation,

Richard Louis Brown

Local 100 Board member

Inspire the Impossible 7437

408-207-2339

November 23, 2022 - 6TH REQUEST LOCAL 1000 BOARD OF DIRECTORS
.pdf
297.6kB

Richard Brown richard.brown7437@yahoo.com

To:jd.sandoval@live.com,moneyrodriguez@hotmail.com,rnavarrete23@yahoo.com,nancymartinez_6@hotmail.com,whitemamba.ev@gmail.com,ndavisseiu1000@aol.com,caroleseiu1000@gmail.com,Kjefferies08@gmail.com,ssa_dave04@hotmail.com,healykm@hotmail.com,yspyg14@gmail.com,Nicolesolvskoy@yahoo.com,mdlc056@gmail.com,MVartanian@seiu1000.org,MSMRoy1976@gmail.com,mistyd elrosario3@hotmail.com,exctme@aol.com,delonnelj@gmail.com,trico60@hotmail.com,Davidrjohnson055@gmail.com,president.dlc788@gmail.com,ibarraruth@gmail.com,christinadlc751@gmail.com,CullenKral@gmail.com,ruthkiker@charter.net,dlc789pres@outlook.com,bigdtiggerds69@yahoo.com,musembi.rn@gmail.com,billhall95688@gmail.com,mariablaine39@gmail.com,cmsallen768@gmail.com,risewithlabor@gmail.com,thetay456@gmail.com,robertvega2013@gmail.com,MEMBERSFIRST@gmail.com,seiujack.dean@gmail.com,lat_jin@hotmail.com,van.nguyen_seiu.local1000@outlook.com,angeliquems@aol.com,DLC764@outlook.com,cindydoyelunion@gmail.com,JEROME_WASH@sbcglobal.net,kcvwmom@yahoo.com,roncina@frontiernet.net,his_story1865@yahoo.com,rgilbert.seiu1000@gmail.com,eric_murray03@msn.com,Irene Green,Andrew Vasicek,Anica Walls,Brad WillisHide
Cc:Anne Giese

Fri, Aug 12 at 9:01 PM

Good evening Board of Directors,

This email has several purposes in addition to my response to the Local 1000's email shown below that was sent to us this afternoon at 3:38 p.m.

1. I have asked on 4 prior occasions (June 7th, June 9th, June 10th and July 3rd of this year-see attached pdf) for copies of ALL financial records from February 27, 2022 through June 7, 2022 and these numerous requests have not been addressed nor answered. As a member of the Board of Directors, I am entitled to copies of all financial records. I am therefore requesting to inspect and make copies of all financial and accounting books and records that detail all Local 1000 spending for my requested time period. I am making this request pursuant to California Corporations Code Section 8333 for all financial information within a reasonable time not to exceed 14 days. I did NOT deny DLC 786 President, Theresa Taylor, her request in the fall of 2021 so I don't understand other than for my race that I am being denied my ability to participate in Local 1000 as an elected leader to serve our represented employees.

2. This legal request is my fifth request as a Local 1000 Board member and it appears that Local 1000 is retaliating against me while informing membership that I am the "outgoing" president while my HR1 and lawsuit matters are still not resolved. I am also asking for the fifth time for all future Board meetings have an option to attend in

person for Board members who want to attend in person. Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust while providing members with absolutely no transparency since there is no meeting notes or roll call votes for review. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. Signal Oil & Gas Co. v. Ashland Oil & Ref. Co., 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not! This will denial of my requests will not help build membership but only continue to encourage members to cancel their memberships.

3. I have also requested to be fully indemnified as required by law since I have acted in good faith while performing my duties as the Local 1000 President. Local 1000 and/or SEIU International should fully indemnify me pursuant to California Corporations Code § 5238. Under Corp. Code § 5238, a nonprofit corporation has the power to indemnify an agent of the corporation who is or may become a party to certain civil or criminal proceedings, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceedings. At the past illegal Board meeting, the Board voted to pay Board member, DLC 744 President, William Hall's attorney fees for Chris Katenzbach in excess of \$42,000 with no stipulations for Mr. Hall's lawsuit against me, Local 1000, and SEIU International. **The Board voted in this illegal meeting to pay the costs of an attorney that is suing our Union with our members' own money. I wonder if the Board will indemnify itself since the Board agreed to pay Mr. Hall's attorney to sue Local 1000.**

4. The email sent today regarding the HR1s filed against DLC 744 President, William Hall, along with the 3 Statewide Presidents, Irene Green, David Jimenez, and Anica Walls doesn't require a special closed door meeting nor does it meet the Local 1000 Policy File letter of the law regarding holding a BOD meeting for HR1s being filed against a member.

Please respond to this email by no later than by 4:00 p.m. on August 17, 2022, with my financial and in-person Board meeting requests.

Thanks,
Richard Louis Brown
Local 1000 Board member
Inspire the Impossible 7437
408-207-2339

PERB Received
01/13/23 16:06 PM

From: Richard Brown <richard.brown7437@yahoo.com>

To: jd.sandoval@live.com <jd.sandoval@live.com>; moneyrodriguez@hotmail.com <moneyrodriguez@hotmail.com>; rnavarrete23@yahoo.com <rnavarrete23@yahoo.com>; nancymartinez_6@hotmail.com <nancymartinez_6@hotmail.com>; whitemamba.ev@gmail.com <whitemamba.ev@gmail.com>; ndavisseiul000@aol.com <ndavisseiul000@aol.com>; caroleseiul000@gmail.com <caroleseiul000@gmail.com>; Kjefferies08@gmail.com <kjefferies08@gmail.com>; ssa_dave04@hotmail.com <ssa_dave04@hotmail.com>; healykm@hotmail.com <healykm@hotmail.com>; yspyg14@gmail.com <yspyg14@gmail.com>; Nicolesolovskoy@yahoo.com <nicolesolovskoy@yahoo.com>; mdlc056@gmail.com <mdlc056@gmail.com>; MVartanian@seiul000.org <mvtartanian@seiul000.org>; MSMRoy1976@gmail.com <msmroy1976@gmail.com>; mistydelrosario3@hotmail.com <mistydelrosario3@hotmail.com>; exctme@aol.com <exctme@aol.com>; delonnelj@gmail.com <delonnelj@gmail.com>; trico60@hotmail.com <trico60@hotmail.com>; Brad Willis <bwillis@seiul000.org>; Davidrjohnson055@gmail.com <davidrjohnson055@gmail.com>; president.dlc788@gmail.com <president.dlc788@gmail.com>; ibarraruth@gmail.com <ibarraruth@gmail.com>; christinadlc751@gmail.com <christinadlc751@gmail.com>; CullenKral@gmail.com <cullenkral@gmail.com>; ruthkiker@charter.net <ruthkiker@charter.net>; dlc789pres@outlook.com <dlc789pres@outlook.com>; Andrew Vasicek <andrewvasicek@gmail.com>; Susan Rodriguez <rodriguezusan@hotmail.com>; bigdtiggerds69@yahoo.com <bigdtiggerds69@yahoo.com>; musembi.rn@gmail.com <musembi.rn@gmail.com>; Irene Greene <ireneseiul000@gmail.com>; billhall95688@gmail.com <billhall95688@gmail.com>; Vanessa Seastrong <vseastrongseiul000@gmail.com>; mariablaine39@gmail.com <mariablaine39@gmail.com>; cmsallen768@gmail.com <cmsallen768@gmail.com>; risewithlabor@gmail.com <risewithlabor@gmail.com>; thetay456@gmail.com <thetay456@gmail.com>; robertvega2013@gmail.com <robertvega2013@gmail.com>; MEMBERSFIRST@gmail.com <membersfirst@gmail.com>; seiujack.dean@gmail.com <seiujack.dean@gmail.com>; lat_jin@hotmail.com <lat_jin@hotmail.com>; van.nguyen_seiu.local1000@outlook.com <van.nguyen_seiu.local1000@outlook.com>; angeliquems@aol.com <angeliquems@aol.com>; DLC764@outlook.com <dlc764@outlook.com>; cindyoyelunion@gmail.com <cindyoyelunion@gmail.com>; JEROME_WASH@sbcglobal.net <jerome_wash@sbcglobal.net>; kcvwmom@yahoo.com <kcvwmom@yahoo.com>; roncina@frontiernet.net <roncina@frontiernet.net>; his_story1865@yahoo.com <his_story1865@yahoo.com>; Anica Walls <awalls@seiul000.org>; rgilbert.seiul000@gmail.com <rgilbert.seiul000@gmail.com>; eric_murray03@msn.com <eric_murray03@msn.com>; Richard Brown <richard.brown7437@yahoo.com>

Cc: Anne Giese <agiese@seiul000.org>; info@kkcounsel.com <info@kkcounsel.com>; ckatzenbach@kkcounsel.com <ckatzenbach@kkcounsel.com>

Sent: Sunday, July 3, 2022, 11:55:01 AM PDT

Subject: Re: 3rd and Final Request-Courtesy email regarding the June 11-13, 2022 BOD meeting

Local 1000 Board Requests

July 3, 2022,

Good morning Local 1000 Board of Directors and Happy 4th of July weekend,

Please confirm receipt of this email.

Please see below my 3 prior requests regarding the recent Board meeting that was held by “zoom only” on June 11-13, 2022, in regards to attendance options for attending this Board meeting such as a “in person” option. This in person request was never answered.

Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be

present. *Signal Oil & Gas Co. v. Ashland Oil & Ref. Co.*, 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not!

In addition my request for copies of ALL financial records from February 27, 2022 through June 7, 2022, has also not been addressed nor answered. As a member of the Board of Directors I am entitled to copies of all financial records. I am requesting to inspect and make copies of all financial and accounting books and records that detail all Local 1000 spending for my requested time period. I am making this request pursuant to California Corporations Code section 8333 for all financial information within a reasonable time not to exceed 14 days. I first asked for this financial information on June 7, 2022. This financial information requested includes but is **not** limited to the information stated below.

1. Documents recording, documenting or relating to all political expenditures. This request should include SEIU International employees on loan to Local 1000.
2. Documents recording, documenting or relating to all expenditures for the Union Leave paid to members and Stewards who have participated in SEIU International agendas separated out as Union Leave for Members, Union Leave for Stewards.
3. Documents and filings or relating to any other costs associated with SEIU International.
4. Documents recording, documenting or relating to all expenditures for Union Leave for the Statewide Officers and Board of Directors for the period beginning February 27, 2022 and ending July 3, 2022.
5. Documents recording, documenting or relating to all expenditures for any and all payments, via check, payroll, or any other means, made payable to William Hall during the last 120 days.
6. Documents recording, documenting or relating to all expenditures for per capita payments to SEIU International and to SEIU California State Council over the last 6 months.
7. The general ledger reflecting all checks or electronic fund transfers drawn on union funds in the last 120 days.

I am also requesting all Board meeting notes regarding the agenda and all voter information regarding any changes to the Bylaws and to the Policy File per Civ. Code § 5210(a)(2).

Thank you,
Local 1000 Board of Director member
Richard Louis Brown
Inspire the Impossible 7437
408-207-2339

PERB Received
01/13/23 16:06 PM

From: [Richard Brown](#)

Sent: Friday, June 10, 2022 7:28 AM

To: [Richard Brown](#); [jd.sandoval@live.com](#); [moneyrodriguez@hotmail.com](#); [rnavarrete23@yahoo.com](#); [nancymartinez_6@hotmail.com](#); [whitemamba.ev@gmail.com](#); [ndavisseiul000@aol.com](#); [caroleseiul000@gmail.com](#); [Kjefferies08@gmail.com](#); [ssa_dave04@hotmail.com](#); [healykm@hotmail.com](#); [yspygl4@gmail.com](#); [Nicolesolovskoy@yahoo.com](#); [mdlc056@gmail.com](#); [MVaranian@seiul000.org](#); [MSMRoy1976@gmail.com](#); [mistydelrosario3@hotmail.com](#); [exctme@aol.com](#); [delonnelj@gmail.com](#); [trico60@hotmail.com](#); [Brad Willis](#); [Davidjohnson055@gmail.com](#); [president.dlc788@gmail.com](#); [ibarraruth@gmail.com](#); [christinadlc751@gmail.com](#); [CullenKral@gmail.com](#); [ruthkiker@charter.net](#); [dlc789pres@outlook.com](#); [Andrew Vasicek](#); [Susan Rodriguez](#); [bigdtiggerds69@yahoo.com](#); [musembi.rn@gmail.com](#); [Irene Greene](#); [billhall95688@gmail.com](#); [Vanessa Seastrong](#); [mariablaine39@gmail.com](#); [cmsallen768@gmail.com](#); [risewithlabor@gmail.com](#); [thetay456@gmail.com](#); [robertvega2013@gmail.com](#); [MEMBERSFIRST@gmail.com](#); [seiujack.dean@gmail.com](#); [lat_jin@hotmail.com](#); [van.nguyen_seiu.local1000@outlook.com](#); [angeliquems@aol.com](#); [DLC764@outlook.com](#); [cindydoyleunion@gmail.com](#); [JEROME WASH@sbcglobal.net](#); [kcvwmom@yahoo.com](#); [roncina@frontiernet.net](#); [his_story1865@yahoo.com](#); [Anica Walls](#); [rgilbert.seiu1000@gmail.com](#); [eric_murray03@msn.com](#)
Cc: [Anne Giese](#); [Attorney Rodney Diggs](#); [info@kkcounsel.com](#); [ckatzenbach@kkcounsel.com](#)

Subject: 3rd and Final Request-Courtesy email regarding the June 11-13, 2022 BOD meeting

3rd and Final Request-Courtesy email regarding the June 11-13, 2022, BOD meeting.

Good happy Friday morning Local 1000 Board of Directors, Chief Counsel-Anne Giese, and Chris Katzenbach,

This is my 3rd and final request for the scheduled June 11-13, 2022, Board of Directors' meeting (BOD) be a hybrid for attendance by either zoom or in person. Please see my emails below that I sent on June 7th and 9th, 2022, regarding the upcoming BOD in person attendance request and my other financial demands. DLC 744 President Bill Hall was able to see Governor Newsom last week so having an in-person zoom meeting should not be a problem. Please respond to this 3rd and final email by 4:00pm today.

DLC Presidents Jack Dean, Monica Rodriguez, and Nicole Solokvsky have affirmatively responded to my June 7, 2022, email to the BOD also requesting this upcoming BOD meeting also have the option of in person attendance.

By ignoring and refusing to respond to my 3rd and final email request Local 1000 is willfully refusing to allow BOD members their legal right to attend this BOD meeting in-person and the recognition of these members of the Board to speak, to address matters before the Board and to raise matters of privilege or procedure in this upcoming illegal BOD meeting. Prior illegal BOD meetings that have been held since February 27, 2022, have used the mute function to prevent directors from speaking, raising points of privilege or debating motions regarding a variety of issues such as the legalities of illegal "Chair" position being created without first being ratified by membership. Local 1000 has clearly and intentionally violated the provisions of the California Corporations Code that provide that the affairs of Local 1000 if not stipulated by its Bylaws and Policy File are under the direction of the California Corporation Code § 7210 and that teleconference and video meetings must be conducted in a way that allows all board members to see, hear and communicate with each other, and to propose or object to matters at the meeting per the California Corporation Code § 7211(a)(6). In addition Local 1000's Policy File is not being followed regarding: a) limit speakers to two minutes and precludes a speaker from speaking twice until other directors desiring to speak have been able to speak per Section 3.2.11(a), require a vote of the Board to cut off debate per Section 3.2.11(c)) and requires recognition of the board member on questions of privilege that prevent the member from effective participation in the meeting and

requires that the problem be addressed immediately per Section 3.2.12(a). Local 1000 is also violating Robert's Rules of Order governing the ability of members to make motions and debate.

Local 1000 Board of Directors are entitled to attend and vote at meetings per California Corporations Code Section 7211(a)(8) and (c). These rights include attending committee meetings in person and remotely per California Corporations Code Section 7211(d).

Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. *Signal Oil & Gas Co. v. Ashland Oil & Ref. Co.*, 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not!

Again, please respond to this 3rd and final email by 4:00pm today regarding this entire email request and demands. I along with members plan to attend this BOD in person so members' votes/voices will no longer be ignored.

Thank you,
Richard Louis Brown
Local 1000 President
408-207-2339
Tell the Truth 7437

Richard Brown <richard.brown7437@yahoo.com>

To: RichardBrown,eric_murray03@msn.com,moneyrodriguez@hotmail.com,rnavarrete23@yahoo.com,nancymartinez_6@hotmail.com,whitemamba.ev@gmail.com,ndavisseiul000@aol.com,caroleseiul000@gmail.com,kjfferies08@gmail.com,richard.brown7437@yahoo.com,ssa_dave04@hotmail.com,healykm@hotmail.com,yspygl4@gmail.com,nicolesolovskoy@yahoo.com,mdlc056@gmail.com,mvartanian@seiul000.org,msmroy1976@gmail.com,mistydelrosario3@hotmail.com,exctme@aol.com,delonnelj@gmail.com,trico60@hotmail.com,BradWillis,davidrjohnson055@gmail.com,president.dlc788@gmail.com,ibarraruth@gmail.com,christinadlc751@gmail.com,cullenkral@gmail.com,ruthkiker@charter.net,dlc789pres@outlook.com,Andrew Vasicek,SusanRodriguez,bigdtiggerds69@yahoo.com,IreneGreene,musembi.rn@gmail.com,billhall95688@gmail.com,VanessaSeastrong,mariablaine39@gmail.com,cmsallen768@gmail.com,risewithlabor@gmail.com,thetay456@gmail.com,robertvega2013@gmail.com,e@sbcglobal.net,membersfirst@gmail.com,seiujack.dean@gmail.com,lat_jin@hotmail.com,van.nguyen_seiu.local1000@outlook.com,angeliquems@aol.com,dlc764@outlook.com,cindydoeyelunion@gmail.com,jerome_wash@sbcglobal.net,rwake61@yahoo.com,roncina@frontiernet.net,kcvwmom@yahoo.com,his_story1865@yahoo.com,Anica Walls,rgilbert.seiul000@gmail.com,jd.sandoval@live.com
Cc: Anne Giese,Attorney Rodney Diggs,info@kkcounsel.com

Thu, Jun 9 at 8:00 AM

Good morning Local 1000 Board of Directors, Chief Counsel-Anne Giese, and Chris Katzenbach,

This is my 2nd request for the scheduled June 11-13, 2022, Board of Directors' meeting (BOD) be a hybrid for attendance by either zoom or in person. Please see my email below that I sent on June 7, 2022, regarding the upcoming BOD in person attendance request and my other financial demands. Please respond to this email by 4:00pm today.

DLC Presidents Jack Dean and Monica Rodriguez have affirmatively responded to my June 7, 2022, email to the BOD also requesting this upcoming BOD meeting also have the option of in person attendance.

Again, please respond by 4:00pm today regarding this entire email request and demands. I along with members plan to attend this BOD in person so members' vote will no longer be ignored.

Thank you,
Richard Louis Brown
Local 1000 President
408-207-2339
Tell the Truth 7437

Richard Brown <richard.brown7437@yahoo.com>

To: Richard.brown7437@yahoo.com,msmroy1976@gmail.com,caroleseiu1000@gmail.com,yspygl4@gmail.com,e@sbcglobal.net,nancymartinez_6@hotmail.com,moneyrodriguez@hotmail.com,angeliquems@aol.com,cmallen768@gmail.com,exctme@aol.com,Nicolesolovskoy@yahoo.com,Dlc789pres@outlook.com,seiujack.dean@gmail.com,robertvega2013@gmail.com,eric_murray03@msn.com,MVartanian@SEIU1000.org,mdlc056@gmail.com,Davidrjohnson055@gmail.com,delonnelj@gmail.com,jd.sandoval@live.com,van.nguyen_seiu.local1000@outlook.com,CullenKral@gmail.com,ibarraruth@gmail.com,president.dlc788@gmail.com,ssa_dave04@hotmail.com,ndavisseiu1000@aol.com,lat_jin@hotmail.com,whitemamba.ev@gmail.com,musembi.rn@gmail.com,rgilbert.seiu1000@gmail.com,mariablaine39@gmail.com,membersfirst@gmail.com,his_story1865@yahoo.com,mistydelrosario3@hotmail.com,risewithlabor@gmail.com,billhall95688@gmail.com,rnavarrete23@yahoo.com,Jerome_wash@sbcglobal.net,christinadlc751@gmail.com,healykm@hotmail.com,bigdtiggerds69@yahoo.com,DLC764@outlook.com,rwake61@yahoo.com,trico60@hotmail.com,thetay456@gmail.com,CindyDoyelUnion@gmail.com,roncina@frontiernet.net,kerricriley@icloud.com,kjefferies08@gmail.com,AnicaWalls,Vanessa Seastrong,Andrew Vasicek,Irene Greene,Brad Willis,ruthkiker@charter.net,Susan Rodriguez,kcvwmom@yahoo.comHide

Cc: Chris Katzenbach, Anne Giese, Attorney Rodney Diggs

Tue, Jun 7 at 9:27 PM

June 7, 2022

To the Local 1000 Board of Directors,

This **courtesy** email is to inform and provide Local 1000 the golden opportunity to “**Tell the Truth**” and do what is legally right for the first time in months. I am informing the Local 1000 Board of Directors that the upcoming illegal Board of Directors’ meeting scheduled for June 11-13, 2022, called by DLC 744 President William (Billy) Hall is improper and any actions taken from these illegal meetings are invalid. All Board meetings that have been held since February 27, 2022, are truly improper and invalid since the 3 Statewide VPs have retaliated against me for having their duties suspended on February 25, 2022, by quickly suspending me on February 27, 2022. Only the Local 1000 President can call BOD meetings!

Our Local 1000 Chief Counsel, Anne Giese, is well aware of the improperness of these illegal BOD meetings that have been held since February 27, 2022.

It is well known that DLC 744 President William (Billy) Hall has a lawsuit against me regarding his need for me to acknowledge his illegal and improper BOD meeting that he held on Oct 16-17, 2021, at the California Democratic Headquarters. I will be traveling as scheduled to worksites in the immediate future and I look forward to meeting everyone in DLC 744 President’s DLC. Therefore I am demanding that Local 1000 furnish

me along with the entire BOD ALL financials from February 27, 2022, to June 7, 2022. These financials will determine if the DLC 744 President is actually paying his personal attorney, Chris Katzenbach at (415) 834-1778, without using Local 1000 members' money plus ensure that VP Anica Walls' personal HR1 attorney is also not being paid by members' money. I also need the financial documentation that DLC 744 President has entered with Chris Katzenbach that states Local 1000 will pay Mr. Katzenbach in the future regarding any work associated with Local 1000.

I am also informing the BOD that for many different reasons but the primarily reason is regarding communication at these illegal BOD meetings so we must allow directors to attend in person. Certain BOD members have been bullied, ignored, silenced, or muted while trying to speak about important issues during these illegal BOD meetings, so I am informing everyone that this upcoming illegal BOD meeting must be held either by zoom or in person aka by hybrid depending on the Director's prerogative. I am also informing the BOD that directors are allowed to attend and participate whether they registered or not.

In summary I am sending this email to provide Local 1000 the golden opportunity to **"Tell the Truth"** and resolve these issues without being dismissive of this email because I believe that the California Corporations Code is being strongly violated if directors are not allowed to attend in person, having to register to attend, and not being given the opportunity to speak without facing hostility so any actions taken at this upcoming BOD meeting will be invalid with possible legal action taken in the future if these issues are not resolved prior to this illegal BOD meeting.

Please respond by June 8, 2022, by 4pm on all of these important issues I am raising and demanding. I can always be contacted at 408-207-2339.

Sincerely,

RICHARD LOUIS BROWN
President, SEIU Local 1000

Jack Dean <seiujack.dean@gmail.com>

To: Richard Brown

Cc: Andrew Vasicek, Anica Walls, Anne Giese, Attorney Rodney Diggs, Brad Willis, Chris Katzenbach, CindyDoyelUnion@gmail.com, CullenKral@gmail.com, DLC764@outlook.com, Davidrjohnson055@gmail.com, Dlc789pres@outlook.com, Irene Greene, Jerome_wash@sbcglobal.net, MVartanian@SEIU1000.org, Nicolesolovskoy@yahoo.com, Susan Rodriguez, Vanessa Seastrong, angeliquems@aol.com, bigdtiggerds69@yahoo.com, billhall95688@gmail.com, caroleseiu1000@gmail.com, christinadlc751@gmail.com, cmsallen768@gmail.com, delonnelj@gmail.com, e@sbcglobal.net, eric_murray03@msn.com, exctme@aol.com, healykm@hotmail.com, his_story1865@yahoo.com, ibarraruth@gmail.com, j.d.sandoval@live.com, kcvwmom@yahoo.com, kerri criley@icloud.com, kjefferies08@gmail.com, lat_jin@hotmail.com, mariablaine39@gmail.com, mdlc056@gmail.com, membersfirst@gmail.com, mistydelrosario3@hotmail.com, moneyrodriguez@hotmail.com, msmroy1976@gmail.com, musembi.rn@gmail.com, nancymartinez_6@hotmail.com, ndavisseiu1000@aol.com, president.dlc788@gmail.com, rgilbert.seiu1000@gmail.com, risewithlabor@gmail.com, rnavarrete23@yahoo.com, robertvega2013@gmail.com, roncina@frontiernet.net, ruthkiker@charter.net, rwake61@yahoo.com, ssa_dave04@hotmail.com, thetay456@gmail.com, trico60@hotmail.com, van.nguyen_seiu.local1000@outlook.com, whitemamba.ev@gmail.com, yspyg14@gmail.com

PERB Received
01/13/23 16:06 PM

Tue, Jun 7 at 9:59 PM

Good evening,

I agree with President Brown's points on the recent BOD meetings and the communication issues. I am formally requesting that this meeting be held in person so all DLC's and all members can have a voice in our Union.

Respectfully,

Jack Dean
DLC 792 President

PERB Received
01/13/23 16:06 PM

EXHIBIT A4- DERICK ROQUE & EBIE LYNCH COPE COMMITTEE REMOVAL LETTERS

From: President's Assistant <Passistant@SEIU1000.org>

Sent: Monday, March 7, 2022 6:27 PM

To: derickroque@hotmail.com <derickroque@hotmail.com>

Cc: William Hall <billhall95688@gmail.com>; Jimenez, David <djimenez@SEIU1000.org>; Walls, Anica <awalls@SEIU1000.org>; Green, Irene <IGreen@SEIU1000.org>

Subject: Letter Regarding Appointment to the COPE Committee

Good Evening Mr. Roque,

I hope your day is going well. Please see the attached letter regarding the completion of a committee appointment.

Thank you,

Michelle Gardner

Executive Assistant

SEIU Local 1000

(D) 916-554-1297

(C) 916-402-1841

passistant@seiu1000.org



March 7, 2022
VIA EMAIL ONLY
derickroque@hotmail.com

Derick Roque

Re: COPE Committee

We want to take this time to thank you for your service on the COPE Committee. The important work you've done to benefit the members of the State of California through the committee is appreciated.

RICHARD
LOUIS BROWN
President

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
Vice President for Bargaining

In Solidarity,

Bill Hall
Board Chair

David Jimenez
Vice President/Secretary-Treasurer

Anica Walls
Vice President for Organizing and Representation

Irene Green
Vice President for Bargaining

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org

From: **Executive Assistant** <Passistant@seiu1000.org>
Date: Wednesday, May 25, 2022
Subject: Letter Regarding Appointment to the COPE Committee
To: "seiustewardcspasac@gmail.com" <seiustewardcspasac@gmail.com>
Cc: "Jimenez, David" <djimenez@seiu1000.org>, "Walls, Anica" <awalls@seiu1000.org>, "Green, Irene" <IGreen@seiu1000.org>, "Hall, Bill" <BBHall@seiu1000.org>, "Galvin, Theresa" <TGalvin@seiu1000.org>

Good Morning Ms. Chindah-Lynch,

I hope your day is going well. Please see the attached letter regarding the completion of the COPE Committee appointment.

Thank you,

Michelle Gardner

Executive Assistant

SEIU Local 1000

(D) 916-554-1297

(C) 916-402-1841

passistant@seiu1000.org



May 25, 2022
VIA EMAIL ONLY
seiustewardcspasac@gmail.com

Eberechi Chindah-Lynch

Re: COPE Committee

We want to take this time to thank you for your service on the COPE Committee. The important work you've done to benefit the members of the State of California through the committee is appreciated.

RICHARD
LOUIS BROWN
President

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
Vice President for Bargaining

In Solidarity,

Bill Hall
Board Chair

David Jimenez
Vice President/Secretary-Treasurer

Anica Walls
Vice President for Organizing and Representation

Irene Green
Vice President for Bargaining

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org

PERB Received
01/13/23 16:06 PM

EXHIBIT A5 - UAW LOCAL 2350 ULP SIGNED AGAINST DLC 752 PRESIDENT/BOARD OF DIRECTOR, KEVIN HEALY

DO NOT WRITE IN THIS SPACE

Case

Date Filed

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Union of California State Workers SEIU Local 1000		b. Tel. No. 866-471-7348
		c. Cell No.
		f. Fax. No.
d. Address (Street, city, state, and ZIP code) 1808 14th St. Sacramento, CA 95811	e. Employer Representative Richard Brown, President	g. e-mail rlbrown@seiu1000.org
		h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) Labor Union	j. Identify principal product or service Represent California state employees in labor disputes	

The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) 8(a)(3) and 8(a)(5) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

See Attachment

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

Preston P. Van Camp, UAW Job Steward and Vice-President Central Area

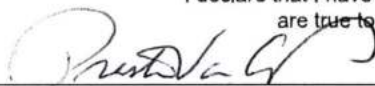
4a. Address (Street and number, city, state, and ZIP code) 1808 14th St. Sacramento CA 95811	4b. Tel. No.
	4c. Cell No. 559-593-3522
	4d. Fax No.
	4c. e-mail preston@berkeley.edu

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

United Auto Workers Local 2350

6. DECLARATION

I declare that I have read the above charge and that the statements
are true to the best of my knowledge and belief.



(signature of representative or person making charge)

Preston P. Van Camp, Steward & VP UAW

(Print/type name and title or office, if any)

1808 14th St., Sacramento CA 95811

Address

Date 12/2/21

Tel. No.

559-593-3522

Office, if any, Cell No.

Fax No.

e-mail

preston@berkeley.edu

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information may cause the NLRB to decline to invoke its processes.

Basis of Charge

1. Within the past six (6) months, SEIU Local 1000, through DLC 752 President and member of the Board of Directors Kevin Healy, engaged in bad faith bargaining by threatening to not ratify a tentative agreement with UAW Local 2350 and offering additional benefits if UAW 2350 would postpone the Board vote to allow a motion to remove the power of SEIU Local 1000 President Richard Brown. Healy improperly attempted to tie bargaining to UAW getting involved in unrelated internal management disputes.
2. Within the past six (6) months, SEIU Local 1000, through DLC 752 President and member of the Board of Directors Kevin Healy, interfered with UAW Local 2350 rights and the rights of Joyce Thomas-Villaronga, President of Local 2350, by attempting to discredit it Thomas-Villaronga when she did not agree to his improper proposal and complained about it.
3. Within the past six (6) months, SEIU Local 1000, through DLC 752 President and member of the Board of Directors Kevin Healy, retaliated against Thomas-Villaronga, for her actions as UAW President to refuse to comply with Healy's request by seeking to have Villaronga-Thomas disciplined and making false claims about her.

BEFORE THE NATIONAL LABOR RELATIONS BOARD
OF THE UNITED STATES

In the Matter of the Complaint by NLRB Case No. 20-CA-287228
UAW Local 2350 vs UCSW, SEIU Local 1000 STIPULATION AND RELEASE
From Unfair Labor Practice Charge

WHEREAS, United Auto Workers Local 2350 (UAW 2350) and the employer, the Union of California State Workers, Service Employees International Union Local 1000 (SEIU Local 1000) have agreed on a settlement of this matter in dispute between them and now agree to this STIPULATION FOR SETTLEMENT AND RELEASE as its final disposition in this matter;

NOW, THEREFORE, THE PARTIES DO STIPULATE AS FOLLOWS:

1. SEIU Local 1000, does not admit to a violation that rises to the level of an Unfair Labor Practice.

2. Based upon the findings of an independent investigation, SEIU Local 1000 does not dispute the facts as written in the letter filed on or about September 1, 2021, regarding the phone calls made to the UAW 2350 President Joyce Thomas-Villaronga by Board of Director Kevin Healy, District Labor Council 752 President, regarding the ratification of the collective bargaining agreement negotiated in good faith.

3. The UAW 2350 agrees to withdraw its Unfair Labor Practice Complaint (COMPLAINT), 20-CA-287228, effective close of business January 14, 2022.

4. SEIU Local 1000 agrees to post this notice for 60 days on all bulletin boards at the headquarters buildings at 1808 & 1807 14th Street, 1325 S Street in Sacramento, all SEIU Local 1000 area offices occupied by UAW 2350 member and the SEIU Local 1000 website.


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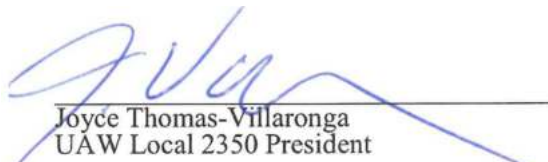
5. SEIU Local 1000 agrees to forward a copy to all staff and all Board of Directors
within 60 days.

IT IS SO STIPULATED:

Dated: / - ; ;) / -



Richard L. Brown
SEIU Local 1000 President

Dated: 1/14/22


Joyce Thomas-Villaronga
UAW Local 2350 President

Approved as to Form:

Date d / la o/a }


Jason Jasmine
Messing Adam & Jasmine, LLP
Counsel for SEIU Local 1000

UAW 2350 • AFL-CIO, CLC

September 1, 2021

Richard Brown, President
Donna Snodgrass, Chief of Staff
1808 14th Street
Sacramento, CA 95811

RE: Interference with UAW

Dear President Brown and Chief Snodgrass:

On behalf of UAW Local 2350, I would like to thank you and your team for bargaining in good faith during our recent negotiations for the 2021-2024 Collective Bargaining Agreement (CBA). With that said, it saddens me to have to send this letter to you but I feel this is necessary due to an unethical proposition made by DLC President, Kevin Healy.

On August 30, 2021, at approximately 4:34pm, Kevin Healy called me. He wanted to know if "we" can guarantee a yes vote for the UAW contract ratification by the Board of Directors, would UAW support us delaying the board meeting to the following week to enable them to add a second agenda item to strip Richard Brown of his authority as the President." (I took the "we" to mean he was speaking on behalf all himself and whoever else he is working with to change the Local 1000 by laws and policy file)

He stated that at this time "they could not guarantee a yes vote unless I agreed to support delaying the meeting." (I took this to be a veiled threat.) I became upset and advised him that the staff were not going to be used as pawns for the internal battle within Local 1000. He then offered that "they could also give us more money than we had already negotiated". (A bribe)

I advised him that we negotiated a fair contract and did not leave any money on the table. I told him that it was unacceptable to try to bribe UAW 2350 to interfere with internal

politics. I again told him UAW was not going to be used as pawns regarding their internal battles and based upon his phone call, if the ratification were to fail, I would be filing an Unfair Labor Practice charge against Local 1000 for bargaining in bad faith. He told me "you wouldn't win." I said "try me" and hung up the phone.

About ten minutes later he called me again to try to smooth over the conversation we just had, claiming he thought we (him and I) had a better relationship than that and because I hung up I did not give him a chance to finish. I once again reiterated my position with regard to his request and using staff as pawns for their internal political strife.

Note: Approximately two weeks earlier, during a conversation regarding a representational issue at San Quentin he asked me if I had heard about the motion that he and others were drafting to limit the powers of the President and elect a Chairperson. He stated in that conversation it looked like it would probably be him (Kevin Healy) elected to the position. I told him I had heard something about it, but the internal politics were not my business. The subject then changed to the representational issue.

Mr. Healy's request subjected me to immediate termination and UAW Local 2350 answering to an Unfair Labor Practice charge for interference with the internal politics of Local 1000 plus a charge of bad faith bargaining.

It is not acceptable for a member of the Local 1000 Board of Directors to ask, threaten, and/or bribe UAW 2350 staff members to support an action that is purely internal politics.

This is exactly the type of behavior that pushed UAW 2350 to include language in our contract for the Board of Directors to receive training regarding bullying in our Collective Bargaining Agreement.

Mr. Healy called me several time August 31, 2021, (the day after the BOD meeting). Due to the conversation the day before, I did not answer his calls, nor did he leave a message. He called me again today, September 1, 2021. He spoke briefly about a representational issue, and then immediately brought up the subject of the proposed policy file changes. I chose not to engage in the conversation as I have repeatedly told him that it was not my business nor would I be involved with the internal disputes of the Local 1000 leadership. He then proceeded to talk about Richard Brown's video messages. I responded that I usually do not watch them nor will I comment on his messages.

Mr. Healy's behavior has now become harassing as he continues to try and draw me into internal disputes. I feel at this point, he is trying to set me up to get even with me for refusing to get involved with the internal politics.

I am requesting the Executive Officers and Board of Directors take appropriate action to stop the harassing and unethical behavior of one of their Board members, DLC 752 President Kevin Healy.



Joyce Thomas-Villaronga
UAW Local 2350 President



cc: SEIU Local 1000 Board of Directors

PERB Received
01/13/23 16:06 PM

EXHIBIT A6-LOCAL 1000 CHIEF COUNSEL, ANNE GIESE -MARCH 5, 2022, AGREEMENT

Many may have heard of an incident at the Local 1000 headquarters today. I went to the headquarters to confirm that there was no break in. I confirmed that the Union's property has been secured through an agreement of the parties.

Signed: Anne Böse

[Signature]

confirmed Richard Louis Brown

[Signature]
Richard
Louis
Brown

Both parties have agreed to allow the dispute as to leadership to be resolved in the appropriate venue.

On behalf of the Local's membership, we apologize for the confusion and dissension.

he disagrees with
Pres Brown's position is that the actions of the Vice Presidents in emails this week and looks forward to having his position vindicated.

PERB Received
01/13/23 10:06 PM

EXHIBIT B-DLC 772 President Mary De La Cruz

DECLARATION BY MARY DELA CRUZ

I, Mary De La Cruz, hereby declare and verify as follows:

I am a resident of CALIFORNIA, I am over 18 years old, and am competent to testify as to the facts contained in this Declaration, of which I have first-hand, personal knowledge.

I am a Registered Nurse of 38 years I am currently a Health Facility Evaluator Nurse (Registered Nurse) Specialty Trainer for the State of California office stationed at 285 W. Bullard Ave, Suite 101, Fresno, CA 93704, Currently teleworking from Home.

I am a SEIU Local 1000-member, a District Labor Council President DLC772, and part of Bargaining Unit 17 which represents (Registered Nurses)

As a District Labor Council President, I am a member of SEIU Local 1000 Board of Directors.

I have read the allegations brought forth by Michael Guss, District Labor Council 794 and Vice President for Organizing and representation Anica Walls, Service Employees International Union (SEIU), Local 1000, SEIU.

I find these Complaint, allegations against Richard Louis Brown to be false, fictitious and without merit.

As a member of the Board of Directors I do not support ANY vote to remove SEIU Statewide President, Richard Louis Brown's powers.

As the President of DLC 772 which covers the central valley I have authority vested in me from the state employees and SEIU Local membership, and all represented within my DLC to voice and represent their voices and votes.

Many members of my District have reached out to me and expressed their wishes to declare a "NO" vote regarding the removal of their duly elected Statewide President, Richard Louis Brown of his presidential powers.

As DLC 772 President (and a member) I only recognize the duly member-elected President Richard Louis Brown, as the legal president of SEIU Local 1000.

I, as DLC 772 President, I have reached out to SEIU legal counsel, Anne Giese, multiple times to receive clarification as to the legality of the unsanctioned meetings from the three Vice Presidents and Bill Hall dated March 25, 2022.

EXHIBIT B-page 2

PERB Received
01/13/23 16:06 PM

This declaration attests to the leadership failure of Vice Presidents Anica Walls, David Jimenez, and Irene Green. The three Vice Presidents (VPs) ignored the legitimate suspension against them and are in violation of the disciplinary procedures established by SEIU Local 1000.

Due to their failure in leadership, I, and the many SEIU members I represent believe the best course of action is to affirm the legal suspension of the three VPs and restore all the powers of President Richard Louis Brown who was elected and voted in by the membership.

I and the members I represent, DO NOT support ANY vote to remove SEIU Statewide President, Richard Louis Brown's presidential powers.

An HR1 was never presented at any board meeting I attended; and to date I am not aware of any Board of Directors meeting in which an investigation determination was announced.

To my knowledge, President Richard Louis Brown was never notified by the board or the legally appointed hearing officers of his right to representation to introduce evidence and to cross-examine witnesses to prove or refute any charges.

I have seen the documentation which suspended the duties of the three SEIU Local 1000 Statewide Vice Presidents on Friday, March 25, 2022, while being investigated for actions that would cause great harm to the Union such as attempting to overturn the legal vote of the members and illegally install a new "Chair" position.

I, and many members I represent, have indicated to me as their representative DO NOT support the creation of a chairperson position. Members were never giving the opportunity to vote on this new created position.

As a Board of Director for SEIU and DLC 772 President, I am aware of planning and plotting to remove Richard Louis Brown as the newly elected SEIU President as far back prior to his swearing in.

I was witness to multiple teleconferences that took place with up to 20-25 individuals many of the current Executive Board of Directors, as well as the current Vice President Anica Walls, David Jimenez, and others strategizing how they would utilize the HR1 process for removing Richard Louis Brown from his power, and or position.

On many "SEIU Listens to you" weekly zoom meetings with President Richard Brown, I witnessed Michael Guss making very provoking, derogatory, bullying, offensive, statements publicly on the zoom calls to the point that other members on the zoom meeting would asked for Michael Guss to be removed.

Other current Board of Directors posting on social media, text, emails, very derogatory, statements, racial pictures, comments such as President Richard Louis Brown "Go Suck a Dick", "Eat a Dick", being made by current Board of Director members who continue

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to be part of SEIU Board of Directors, and those behaviors never being addressed, pointed out, or called into question regarding ethical or behavioral concern, or requesting removal of these Board of Directors.

Michael Guss, along with many of the current Board of Director never blinked an eye, had any comments or concerns regarding Board members with aggressive behavior accusing President Richard Louis Brown of these false allegations.

If Richard Louis Brown as a black male, would have made the same derogatory, abusive statements to the white women who made those comments and still remain part of the Board of Directors, and part of the group trying to remove President Richard Louis Brown, President Brown would have been accused and considered for criminal charges.

After reviewing Appendix" A" and "B"

1. Allegations of failure to engage the board of directors since August 2021 and indicating that the budget for 2022 this is a false statement. Board of Directors meeting had been scheduled however the failure of the budget not being passed was due to the Board of Directors boycotting the Board meeting and not having a quorum to prevent President Richard Louis Brown from being able to move forward with agenda items and a vote.

I as part of the Board of Directors can bare witness that President Richard Louis Brown did hold Board of Directors meeting to pass the budget.

A group of Board of Directors who did not want to approve or pass the budget had plotted and planned to leave the Board meeting when it was time to vote, causing a lack of quorum and an inability to continue with approval of the budget.

I was contacted via cell phone by Cindy Doyle instructing me to leave the zoom Board of Directors meeting to prevent the quorum needed to continue with the budget meeting.

Due to many on the current Board of Directors who planed and plotted the obstruction of Executive Board meetings President Richard scheduled, he continued to schedule emergency Board Meetings trying to move forward SEIU operational duties, and tried to get the Budget passed.

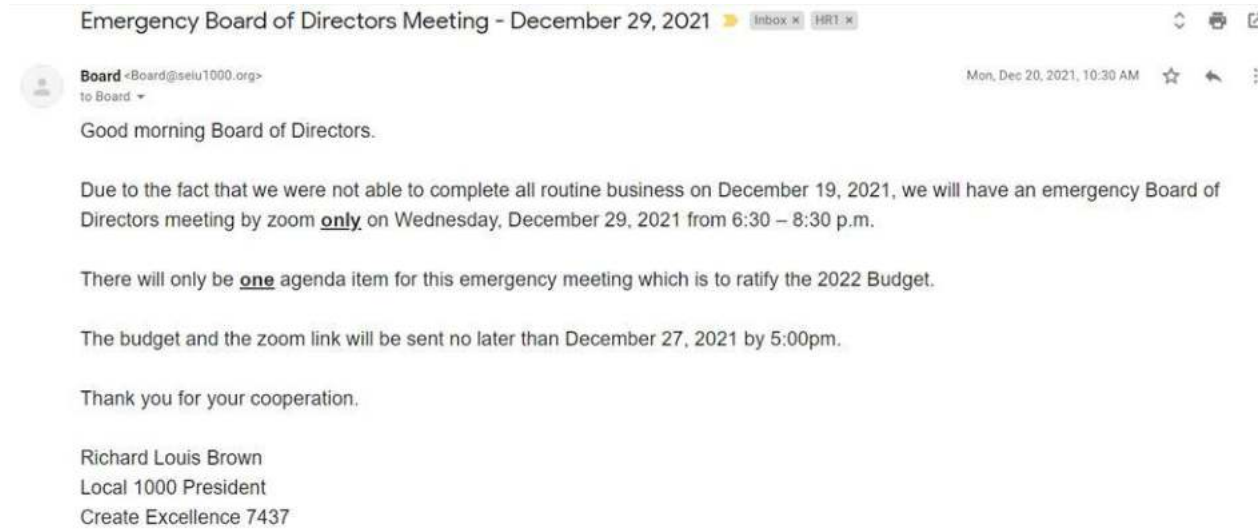
Policy File Section(s) violated Section 9.0.01 SEIU policy File.

Richard Louis Brown failed to hold meetings of the Board of Directors as required by Bylaws and Policy File. Richard Louis Brown held a Board of Directors meeting on December 19, 2021. (See screen shot below)

EXHIBIT B-page 4

PERB Received
01/13/23 16:06 PM

Below is a screen shot of an email sent out to Board of Directors by President Richard Louis Brown providing evidence of meetings, and emergency Board meetings that had been scheduled.



In summary, this group of Board of Directors and members who would continue to benefit financially have been plotting and planning to remove the member elected , member vote of President Richard Louis Brown as president before and after he had an opportunity to be in his office.

SEIU's purpose statement indicates we are a "Strong Member Lead Union" however this Board of Directors has removed that voice and vote of the membership and moved forward with their own agenda.

Many members have requested a Financial Forensic Audit, to be investigated, to provide fiduciary accountability of potential misappropriations of membership funds up to 53 million dollars that filter through SEIU annually. Which has yet to be done.

Based on disclosed information provide to the Board of Directors and members of SEIU via credit card statements indicate misappropriation of membership funds.

An Official Forensic Financial Audit has been requested by myself as a Board of Director member who legally have a Fiduciary Duty and responsibility, however nothing has yet to be initiated by the Vice President of Treasure David Jimenez.

Please feel free to contact me for any additional information or clarification.

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

PERB Received
01/13/23 16:06 PM

X Mary DeLaCruz
Mary DeLaCruz

Mary Dela Cruz, DLC 772 President
(559) 903-6696
mdlc056@gmail.com

PERB Received
01/13/23 16:06 PM

**EXHIBIT B1-ANICA WALLS STATEMENT-She
will not try to remove me from office-7-22-2021-
please reduce to 33% to view.**

4/22/2028

Richard -

I am not planning on
running you out of office.
I am planning on
working with you as that
is what the membership voted
for. Hope this is good
enough!

In a world full of hate and anger,
the one thing I think we all need is
love and a good hug."

— David Hogg

Exhibit C-PERB Prior Decisions

Exhibit C

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



JIM HARD, CATHY HACKETT, RON
LANDINGHAM, MARC BAUTISTA,
ANTHONY SUTIN & WALTER RICE,

Chargees/Petitioners,

Case No. SA-CO-795-S

v.

PERB Decision No. 1475-S

CALIFORNIA STATE EMPLOYEES
ASSOCIATION,

May 2, 2002

Respondent

Appeared: Catherine Kennedy, Attorney for California State Employees Association

Before Board: Whithead and Neima, Members.

PROCEEDING NO. 051044

WHEREAS, Member Board serves as the Public Employment Relations Board (PERB or Board) on appeal by the California State Employees Association (CSEA) from the proposed decision of a PERB administrative law judge (ALJ).

On January 4, 2002,¹ Jim Hard (Hard), Cathy Hackett (Hackett), Ron Landingham (Landingham), Marc Bautista (Bautista), Anthony Sutin (Sutin), and Walter Rice (Rice) filed an unfair practice charge against CSEA, alleging violations of the Ralph C. Dills Act (RDAs).

¹ Unless otherwise noted, all dates refer to this year, 2002.

Article sections 3515 and 3519.5(a)². They also requested that the Board seek injunctive relief against CSEA's suspension of their members from CSEA, which would deny them their right to run for elected union officer. On February 11, PERB denied the requested injunctive relief, without prejudice, over the dissent of Board Member Annuloo.

The six second parties also commenced a charge on February 15. On February 28, PERB's Office of the General Counsel issued a complaint alleging violations of Dille Act sections 3515.5³ and 3519.5(b). The complaint specifically alleged that, during the period from January 29 to February 8, CSEA established unreasonable membership provisions and related to, and harassed, ongoing parties. An informal settlement conference was held on March 7, but the case was not resolved. CSEA filed an answer to the PERB complaint on March 20. On April 21, CSEA filed a motion to dismiss the complaint. In this motion CSEA

²The Dille Act is codified at Government Code sections 3511 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code.

Section 3515 states, in relevant part:

Except as otherwise provided by the Legislature, state employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 3519.5(a) states:

It is unlawful for an employee organization to:

(b) Impose or threaten to impose reprisals on employees, or discriminate or threaten to discriminate against employees, or otherwise to interfere with, test or, in any way, harass employees because of the exercise of rights guaranteed by this chapter.

³Section 3519.5(b) states, in relevant part:

Employee organizations may establish reasonable restrictions regarding who may join and may make reasonable provisions for the dismissal of individuals from membership.

argued that PERB had no jurisdiction over this charge, in that it was a purely internal union matter not able to impact the employer-employee relationship. On April 24, the charging parties filed a motion to withdraw the portions of their complaint pertaining to five of the charging parties: Thard, Hackett, Daniels, Sattlin and Ross. The claims involving Landingham were not withdrawn.

A hearing on the charge was held before a PERB ADO on May 14 and June 6. At the start of the hearing, the partial motion to withdraw all but one of six charging parties was granted and CSEA's motion to dismiss was taken under submission. The case itself was submitted for decision on August 14.

In the proposed decision, the ADO held that CSEA did not violate DFL's Act, section 3519.5 by summarily suspending the CSEA members of five of the six charging parties, but that CSEA had violated the DFL's Act by retaliating, against CSEA member Landingham for engaging in protected activity, in violation of section 3519.5(b).

After reviewing the entire record, including the unfair practices charge, the proposed decision, the beliefs of the parties, and CSEA's exceptions, the Hearing Officer set the proposed decision, in accordance with the following discussion.

FACULTY BACKGROUND

Landingham is a member and officer of CSEA.¹ He is also a leader of CDU. This case is the latest chapter in the long history of conflict between CSEA and CDU spanning the last

¹ Landingham is the only remaining Charging Party following the withdrawal of the other five CDU members from the case. The other five named individuals are also members and officers of CSEA, as well as leaders of the Caucus for a Democratic Union (CDU).

decade. Many of these cases have come before the Board.⁵

On January 25, an Executive Session of the CSEA Board of Directors received a motion, later amended on an agenda item, which declared CDT to be a competing organization within CSEA and that CDT was in violation of CSEA's policies.⁶ The motion also gave CSEA President, Patty Kearney (Kearney), authority to suspend the membership of any CSEA/CDT member who had engaged in acts deemed incompatible with CSEA⁷ and to remove any director from the board who had engaged in any⁸ fraudulent or dishonest acts or gross abuse of authority or discretion⁹ with reference to the corporation.

The proponent of the January 25 agenda item was CSEA Secretary-Treasurer, Barbara Glass (Glass). Attached to the agenda item as "background information" were "memorandums of

⁵See California State Employees Association Illusated, et al. (1993) PERB Decision No. 579-S (Hackett); Cal. Glass State Employees Association (Hackett) (1995) PERB Decision No. 1012-S; California State Employees Association (Tackett, et al.) (1995) PERB Decision No. 1126-S; California State Employees Association (Hackett, et al.) (1999) PERB Decision No. 1368-S (Glass); Cal. Glass State Employees Association (Hackett) (1999) PERB Decision No. 1369-S; State Employee Council for a Democratic Union (2000) PERB Decision No. 1399-S (CDU); California State Employees Association (Glass, et al.) (2000) PERB Decision No. 1411-S (Gonzalez, et al.);

⁶Although CSEA has not unsuccessfully for years to persuade the Board that CDT is a competing employee organization, this is apparently the first time that CSEA has formally declared CDT to be a competing organization.

⁷There were also those who:

(1) violate any of CSEA's bylaws or policies; (2) misuse any CSEA resources for use by CDT or any members thereof to promote CDT; (3) attempt to resist or the equalization of CSEA members in matters of wages, hours, or working conditions before the State Personnel Board, the Board of Trustees, the Board of Regents, or any policy-making body with the intent to supplant the Association in its role as the exclusive representative for state employees; and/or (4) has engaged in any other incompatible acts as prescribed by Association bylaws or policy.

the activities of CDU, including a list of CDU-related PERB and court cases. The 32 item list covered the period from June 30, 1992 through November 18, 1999, and included 37 PERB charges filed against CSUA, which had led to the issuance of at least 11 PERB complaints against CSUA, and 1 court case filed against CSUA.

On January 30, Kennedy sent Landingham a letter which stated, in part that his actions "pose an immediate threat to the Association." These actions included "unauthorized" computer use of CSUA's electronic information systems on behalf of and for the benefit of CDU and in violation of CSUA's policy, and his various activities on behalf of CDU that had been deemed detrimental to CSUA. The letter notified Landingham that his CSUA membership was suspended effective February 15, and would remain in effect until the CSUA disciplinary procedure had been concluded. Upon the suspension of his membership, Landingham would not be eligible to run for CSUA office, to be a steward, nor would he be eligible for union dues. Kennedy sent similar letters to Harold Hacker, Samirza, Yaffin and Rice, the other named CDU members in this action. The February 15 date on the summary suspensions since that with the day nominations would open for CSUA officers.

On February 1, Kennedy sent Landingham a second letter, stating in part that Landingham would remain a CSUA Director and officer during his suspension "until appropriate legal action concludes otherwise." Kennedy sent similar letters to the other five named CDU members.

On February 4, Landingham and the five other CDU members, filed a formal complaint with the Service Employees International Union (SEIU), with which CSUA is affiliated. SEIU appointed a hearing officer, who conducted a hearing on February 19, and issued a report on February 24. With regard to the summary suspensions of Tim Hard, Cathy Luskett, Bob Landingham, Marc Samirza, Adrienne Yaffin and Walter Rice, the hearing officer stated in part

not "I am unable to find any place in the CSEA Bylaws where the CSEA President is given the authority to summarily suspend a person from membership." The hearing officer found that the SEIU complaint was "legitimate" and appropriate for investigation, and that "summary suspensions of members prior to a hearing does not comport with democratic internal procedures and is not consistent with CSEA Bylaws." CSEA took the position that SEIU had no jurisdiction to conduct any hearing or investigation. However, on March 1, CSEA resumed the summary suspension of a dues-paying part as.

On February 8, Glass filed charges against Lordingham, alleging that he had utilized the CSEA e-mail system "to further the efforts of CDU while on union paid release time." Attached to the charges were approximately 37 e-mail messages which concerned CDU business, apparently sent or forwarded by Lordingham between August 5, 1999 and February 2.⁸ The 37 e-mail messages had also been attached to the January 28 application when they had been printed out by CSEA Controller Patrick Haggan (Haggan), who reported them to CSEA's General Manager, Frank Carlebrino.

Charges were also filed against Haggan, Fowler, Bourke, Smith, and Rice, alleging violations of the CSEA Policy File. Glass filed three of these charges, in addition to the charge he filed against Lordingham. All of the charges were before hearing panels, which ultimately recommended that the CSEA Board discipline Lordingham. But rejected the claims against the other five individuals. Lordingham's panel found that he had purchased a significant number of e-mails while on union paid release time that directly related to the prosecutive and activity of CDU. The CSEA panel found that Lordingham's personal use of the e-mail system, extensive

Lordingham testified that he sent "probably about 10,200" or more e-mails during this period, the vast majority of which concerned CSEA business. The e-mails involving CDU represented about 100 percent of the total e-mails sent.

background material and our data, and was a direct violation of CSEA's equipment as prohibited in the CSEA Policy File. The hearing found that the Board of Directors had passed a minute declaring CDU a competing organization with CSEA and in violation of CSEA policies, and that Landingham's promotion of CDU via CSEA computer system directly targeted CSEA resources in order to promote a competing organization.

On March 22, the CSEA Board of Directors reviewed the report of the hearing officer panel assigned to investigate the charges filed against Landingham. On March 28, Kerry sent Landingham a letter stating that the CSEA board had accepted the panel's findings that Landingham could be disciplined for violation of the CSEA Policy File. It further informed him that the CSEA board adopted a motion to suspend his membership when he was not a Landingham's membership for the period from February 17 through March 1. It was the period of time that Landingham had previously been suspended pending a hearing on the charges. The CSEA board took no disciplinary action against the other charging parties.

The complainant pointed to CSEA action that had occurred February 17 and on March 27. All charging parties were nominated for CSEA office, and their names were placed on the ballot.

The PERB complaint alleged that CSEA had "established unreasonable restrictions regarding who may join and unacceptable provisions for the non-renewal of contracts from membership" in violation of Dills Act section 3515.5. The complaint additionally alleged that CSEA retaliated against Landingham, through the actions of Kerry and Glass, because of Landingham's protected activities. These activities were described as being a member of CSEA as well as a member and supporter of CDU, an organization of CSEA members whose supporters had, inter alia, filed unfair practice charges against CSEA. It went on to state that

Landingham's activities as the Civil Service Division's Alternate Deputy Director for Bargaining, his efforts "to strengthen CSEA in relation to [the] employer," and his campaigning for CSEA office on a platform of "building a strong, rank-and-file union that could significantly improve the wages, benefits and working conditions of rank-and-file state workers." It additionally listed his work with CSEA's State Bargaining Advisory Committee, and his advocating that CSEA units bargain at a master table rather than separately.

At the PERB hearing Landingham testified that he had been "involved" in the filing of only a number of charges against CSEA, but he did not specifically remember which ones. He also testified that he had been a Unit 1 bargaining representative, and had been for alternate deputy director on a platform of building a strong rank and file union. Landingham had done "a lot of prodding" during bargaining, and had actively involved in bargaining himself, but influenced CSEA's bargaining process, and had specifically advocated that CSEA units bargain at a master table rather than separately.

Haugensen testified at the formal hearing that he had reviewed the e-mail messages of Landingham and he often felt charging parties looking for references to CSEA. Haugensen testified that in his judgment, Landingham's use of the e-mail system violated a CSEA policy allowing only minimal and incidental personal use and forbidding any use for internal CSEA policies. Haugensen testified that this decision was made by applying his own standard, and that there was no written standard, in that "a minimal and incidental use such definition."

The CSEA e-mail policy described by Haugensen was not introduced during the PERB hearing. Haugensen acknowledged that it was not in the CSEA Bylaws or Policy File, and that he had no personal knowledge of whether Landingham had ever even received the policy. Landingham had never been warned that he was using the e-mail system improperly.

Although CSBA owned and maintained the e-mail system, it did not incur any additional costs for it or the e-mail messages.

PROPOSED DECISION

In addressing the question of whether CSBA had established unreasonable membership provisions, the ALJ noted that in California School Employees Association and its San Francisco Chapter Chapter 4581 (Parish) (PSS) PERB Decision No. 251 (Per 200), 133 BCLR 71 (1997), the Board determined that it had "some jurisdiction over the membership rules and procedures of employee organizations."

Although the ALJ indicated that he was disposed to make finding CSBA a summary suspension procedure unreasonable under Dills Act section 2515.5, he found that he was barred from doing so by the Board's decision in Hacker.

In Hacker, which was decided in 1995, some of the named individuals in the instant proceeding alleged that they had been summarily suspended from membership, in violation of the Dills Act. Like the Board in Parish, the Board in Hacker also saw the "undergroup Policy File" language, which was the same language in question in the instant case, and concluded that there was no showing that CSBA's membership procedures violated Dills Act section 2515.7. Finding that the decision in Hacker was precedent⁴ and that he was bound to follow it, the ALJ in the instant case dismissed the allegations that CSBA's summary suspension procedures were unreasonable in violation of Dills Act section 2515.5. The ALJ never addressed the merits of CSBA's motion to dismiss, which had been taken under submission at the start of the Board hearing.⁵

⁴As to the finding by CSBA that CDEF was a competing organization, the ALJ held that the appeal to be an internal union matter outside of PERB's jurisdiction. The ALJ went on to state that, although CSBA has never persuaded the Board that CDEF is in fact a competing

The ALJ analyzed the alleged discrimination and retaliation by CSCA against Landingham under the terms set forth in Nevada Unified School District (982) PERB Decision No. 2018-001, Clark County Unified School District (992) PERB Decision No. 89 (Clark), and Idol.¹⁰

In reviewing the question of whether Landingham was engaged in protected activity the ALJ noted that under *Idol*, the union activities set forth in the complaint were protected only if they had some impact on employer-employee relations. He therefore concluded that Landingham's claims of holding union office, or running for office on a platform of making a strong rank and file union, would have too remote an impact on employer-employee relations to be protected activity for the purposes of the Dills Act.

The ALJ did find that Landingham's other prayer or protracted union activities had an impact on employer-employee relations, because they were directly related to the bargaining process that is at the heart of employer-employee relations under the Dills Act. Landingham had been actively involved in the bargaining process himself, had influenced bargaining positions, had advocated a certain bargaining position, and had participated in picketing that appeared to be in direct support of bargaining. The ALJ concluded that these bargaining-related union activities were protected for purposes of the Dills Act. However, the ALJ did not

employee organization (see *CDU (Gonzales-Coke)*, and did not even PERB let jurisdiction to prohibit CSCA from taking that position for internal union purposes.

¹⁰Under this analysis, in order to prevail on a claim of discrimination or retaliation, the complaining party must establish: (1) that they engaged in protected activity; (2) that the activities were known to the employee organization; and (3) that the employee organization took retaliatory action because of such activity. This is based on the same principles PERB uses in cases of alleged discrimination or retaliation by an employer in violation of Dills Act section 3515(a), which contains the same language as Dills Act section 3515 (7)(b).

find that the adverse actions against Landingham were motivated by his bargaining-related activities, noting that the record as a whole did not support this inference.

The complainant also noted that Landingham had engaged in protected activity by being a member and supporter of CSDU, an organization . . . whose supporters have . . . filed unfair practice charges against CSTA.¹¹ Filing an unfair practice charge with PERB is a protected activity. California State Employees Association v. State (1994) PERB Decision No. 1014-S (Garcia). The question here was whether that activity could be attributed to Landingham. Landingham testified that he had been "involved" in filing unfair practice charges, but he could not remember which ones, and he apparently was not an actual charging party in any proceeding other than the instant one.¹²

The ALJ, citing to Christiana Union Elementary School District (1986) PERB Decision No. 572 (Copertino), found that the Board has held the protected activities of some employees could be attributed to other employees in the same group, if adverse action against the group was causally motivated by those protected activities. Here the evidence of Landingham's actual participation in the filing of unfair practice charges was weak. However, the ALJ concluded that this protected activity could be attributed to him, if the adverse action against Landingham and his group, CSDU, was causally motivated by the protected activity.¹³

¹¹A search of PERB case law reveals no proceeding against CSTA in which Landingham was a charging party.

¹²In its answer to the complaint, CSTA denied that the actions taken by Glass and Kerry against Landingham and the others were "adverse actions." The ALJ rejected these denials. Kerry's January 30 letter summarily suspended Landingham's membership effective February 15, 2000, making him ineligible to run for office, serve as a steward, or take union leave. Glass' February 5 charges requested Landingham a "[i]mmediate and permanent removal from membership." Given the CSTA Board's pre-authorization of such actions on 18 January 2000 and on the ALJ's own common sense, such actions would reasonably be perceived as potentially adverse to Landingham's ability to participate in CSTA, by any objective standard.

arriving to the question of whether the adverse actions were unlawfully motivated by the protected activity of filing unfair practice charges, the ALJ concluded that they were unlawfully motivated. The January 13 affidavit from the institution of Justice, the actions against Landingham and others had as an attachment, a List of 32 "CDU-related PERB and court cases" of which 27 were unfair practice charges filed against CSEA. The ALJ found that the January 18 letter had referred to CDU's "long history of attacking" CSEA, and that this document included the unfair practice charges filed against CSEA by CDU members.

CSEA argued that the actions against Landingham were dictated by his "misuse" of CSEA's e-mail system. The ALJ found that CSEA had not met its burden of proof on this issue. The evidence showed that no CSEA official or employee reviewed the e-mail messages sent by Landingham and other CDU leaders sporadically looking for violations of CDU. CSEA made no apparent attempt to look more widely for possible "abuse." The e-mail policy the controls claimed to apply was not put in evidence, was not in the CSEA Bylaws or Policy File, and may not have even been received by Landingham. The ALJ found that the "misuse" of the CSEA e-mail system was not proven to be a valid reason for the adverse actions against Landingham, independent of his CDU connection with the filing of unfair practice charges. The ALJ concluded that the adverse actions against Landingham by Kerry and Glass were taken as a retaliatory protected activity, in violation of Dills Act section 2516.5(a).

EXCEPTIONS TO THE PERB/CSEA DECISION

CSEA excepted to the ALJ's findings that Landingham participated in a protected activity merely by his association with CDU, and that Landingham was retaliated against based on his membership in CDU. CSEA additionally excepted to the ALJ's use of Chaparral to support the holding that Landingham had engaged in protected activity, and that the ALJ

cannot be doing that unless it can be shown that he had authority for CSEA's violation of his participation in protected activity.

DISCUSSION

I. Interference With Membership in CSEA

Regarding the issue of whether CSEA had established unreasonable membership provisions, no exceptions were filed to the ALJ's decision on this point. PERB Regulation 32300(c)¹⁷ states that "An exception not specifically listed shall be waived."

However, the Board may review issues that have not been raised in a party's exceptions, as reported, in order to avoid a "serious mistake of law." (Vicente Dinklo Unified School District (1984) PERB Decision No. 2736) A serious mistake of law has occurred here with regard to the application of the Board's decision in *Hydrex*, an error which justifies Board review.

A. PERB's Jurisdiction Over Membership Provisions

As was previously noted, the ALJ never addressed the merits of CSEA's motion to dismiss.¹⁸ In this motion CSEA argued that the Board had no jurisdiction to hear this charge, in that the dispute between the members of CUU and CSEA was a purely internal union matter that did not substantially impact the employer-employee relationship. CSEA cited to *Service Employees International Union, Local 22 (Kumata)* (1979) PERB Decision No. 1166 (Kimmelman and Hunt in support of this claim.

¹⁷ PERB regulations are codified in California's Code of Regulations, Title 8, section 31001 et seq., and may be found on the Internet at www.perb.ca.gov.

¹⁸ It appears that the ALJ did not rule on the motion because he resolved the membership question based upon his reading of *Hydrex*, and he thus concluded that CSEA had unlawfully violated against unionism under *Corcia* and *Copertino*.

In its post-hearing brief, CSBA also cited its Kumagai argument. Additionally, citing Novato Unified School District (1982) PERB Decision No. 203 (Novato), CSBA maintained that because suspension can be a reasonable form of discipline available to employers, "and [g]iven that specifically proven in this case that the suspension imposed by CSBA was unlawful, [it has] invaded a right under the DLB Act." (Emphasis added.)

Kumagai and Novato are based upon the Board's finding that employees do not have protected rights in the organization of the exclusive representative. Under Kumagai, PERB will not interfere in purely internal union matters that do not impact the employer-employee relationship. (Kumagai, p. 16, Novato, p. 28.)⁵ However, even in those cases where the Board has found it does not have authority to interfere in internal union matters which do not impact the employer-employee relationship, it has been careful to note that there are other union matters over which the Legislature has given it the power to act. One such area is that of "reasonable restrictions regarding who may join" unions and "reasonable provisions for the dismissal of individuals from membership." None of the issues cited by CSBA stand for the proposition that the Board lacks jurisdiction in these matters. Rather, the Board has consistently recognized that the Legislature conferred this area upon PERB as a separate and distinct grant of jurisdiction, and, for this reason, denied CSBA's motion to dismiss. (See DLB

⁵The intent of the Board decision authoritatively made it clear that the "internal union matters" standard should not be misinterpreted. In his dissent from the denial of the request for injunctive relief in the present case, Board Member Angelos stated in part:

I continue to believe that the petitioners have had a CSBA Board as finding participation in C.J. Chadler, distributing CDF literature or buttons, or wearing a CDU button or sash were unprotected because they asked the employer to interfere in employer-employee relations. However, I did not intend for this case to be used as a license to abrogate rights protected by the DLB Act.

Admiral v. U.S. Parole Board, United Teachers Los Angeles (Valley) (1991) PERB Decision No. 870; California State Employees Association (Roberts) (1993) PERB Decision No. 1003-2; California State Employees Association (Huntman) (1995) PERB Decision No. 136-5, p. 16 (Card, p. 27, fn. 6.)

In Pariser, the Board distinguished its Carroll precedents under Kimberg to a finding that a further finding that there is a substantial impact on employer-employee relationship, its authority under the California Employment Relations Act (ETRA)¹⁶ over the membership rules and procedures of employee organizations, noting:

In Kimberg, we did not intend to abdicate our jurisdictional power to determine whether an employee organization has exercised its authority under subsection 3543.1(a)¹⁷ to dismiss or otherwise discipline its members.

Pariser specifically recognized PERB's authority to review the reasonableness of procedures for the suspension of a member from membership. In California Correctional Peace Officers Association (Coburn) (1989) PERB Decision No. 754-5 (Coburn), PERB exercised that authority over member suspension procedures.¹⁸

In Valencia the Board adopted the proposed decision of the ALJ which found that a union's suspension of a board officer from membership violated the Dills Act. The exclusive representatives, citing to Kimberg and Pariser, argued that the Board's inquiry was limited only to those cases which had a substantial impact on the employer-employee relationship.

¹⁶ETRA is codified at Government Code section 3540 et. seq.

¹⁷ETRA section 3543.1(a) contains language identical to the language of Dills Act section 3515.5.

¹⁸Although Dills Act section 3515.5 specifically refers to the "expulsion" of individuals from membership, PERB has jurisdiction over expulsions as well. (Pariser, p. 9.)

relation, proposed disc., p. 5.) The exclusive representative further argued that the employees challenging the discipline demonstrated either that the discipline was motivated by conduct designed to thwart the right to select a bargaining representative or that the discipline was in retaliation for protected activities." (Id. at p. 19.) Both of these arguments have been rejected by CSEA in the instant proceeding.

In upholding these claims in Chalmers, the Board found:

A showing of unlawful interference is appropriate for discrimination or retaliation cases. . . . But the facts alleged by Ida Chalmers do not raise an issue of discrimination. Rather they set out an issue of interference. Proof of unlawful motivation is unnecessary to demonstrate interference with protected activities.¹²⁹

Not is the Association convincing in its contention that PERB review of union discipline is precluded except where the discipline has a substantial impact on the employer's relationship with the employer. The PERB review of union discipline proceedings was rooted in Section 5013.5 of the Hills Act. . . . A fair reading of Parsons and Stewart¹³⁰ makes it evident that the PERB does not believe that, outside of the review of union discipline, only those situations which substantially impact the employer-employee relationship. The Kingsley limitation on review, which the Respondent insists, is borne in the duty of fair representation questions presented here. Neither Parsons nor the present case involves the duty of fair representation (Id. at pp. 19-20, citations omitted).

¹²⁹See Christal. Under Christal, in order to prevail on an interference claim, the conduct alleged to constitute an unlawful interference must tend to or actually result in some harm to employees rights granted under the EERA. Once such right has been established, the respondent must show that there was a compelling reason for its act and. Revere modified Christal by adding a showing of harm as the specific nexus required in establishing a proper case of discrimination or retaliation.

¹³⁰Union of American Physicians and Dentists (Stewart) (1985) PERB Decision No. 509 S.

CSEA's arguments. Can. National and Nygata but ruled on the question whether it was taken. The relevant portion of the instant charge was not based on unfairness but on the discrimination provisions of Dill's Act section 3519.5. It was based on the interference process as a Section 3519.5 and the reasonable restriction provisions of Section 3512.5. Parise and Celanis not Kenneth and Novak - under its definition.

3. California State Employees Association (Hackett)

The ALJ recognized that in Parise, the Board found it had the power to determine the reasonableness of the restriction process and procedures of employee organizations. The ALJ additionally stated that he might be inclined to find CSEA's suspension procedures unreasonable under Dill's Act section 3512.5, but that he was precluded from doing so by Hackett.

The ALJ cited in support of Hackett in this case. As the Board noted in Hackett:

... Charging Parties were suspended because they were being warned not to interfere with the ratification votes for other bargaining units, distributed fliers, obtained the agreements that had been reached in other bargaining units and disrupted ratification meetings in an effort to dissuade Bargaining Units 4, 15, 20 and 21 members from voting to accept and ratify the tentative agreements in their respective bargaining units. (Hackett, p. 9, Summary of Findings)

Hackett is distinguishable from the instant proceedings. In Hackett, the Board's decision regarding the reasonableness of the suspension procedure was predicated upon the charging parties' disruption of a orderly contract ratification process. No such disruptive situation appears in the case presently before the Board.

The CSEA Deline Article XIX, Section 1, states:

These Bylaws shall be the supreme law of the Association, and secondary to the Articles of Incorporation and the provisions of the laws of the State of California and the United States of America. Any inconsistent provision of the Policy File, or contrary act of the General Council, the Board of Directors, the Executive Committee(s), or the officers, employees, or agents of the Association is void.

Division 10 of CSFA Policy File governs CSFA's discipline of its members. Policy

File section 1001.01 authorizes disciplinary action, initially, on the following matters:

- (c) Activity by an Association officer actively working, for or supporting any other organization that violates the Bylaws and/or Policy File of the Association;
- (f) Violation of the Association's or chapter's Bylaws or the Policy File;
- (g) Taking an active part in promoting another organization which is undermining the objectives or the existence of the Association or is seeking its dissolution;
- (m) Misuse of Association or chapter funds, equipment, supplies or other assets.⁴²

CSFA Policy File section 1001.03 further states:

When, in the opinion of the president, the actions of a member are such as to pose an immediate threat to the welfare of the Association, the president may summarily suspend the member until the procedure established in Division 10 of the Policy File is concluded. If within one week a report is filed within 10 working days, the suspension is terminated.

If the summary suspension provisions of CSFA Policy File section 1001.03 are not invoked, Division 10 otherwise provides that suspensions and other discipline is effective only upon a two-thirds vote of the CSFA Board of Directors, acting on the report of a hearing officer or panel, after a full hearing on specific charges.

⁴²The January 28 agenda item specifically quoted Policy File section 1001.01(c) and (g).

The report of the SEIU hearing officer, filed pursuant to the claims filed by the charging parties, also recited these summary suspension procedures and stated, in part:

...one must not find any place in the CSEA Bylaws where the CSEA President is given the authority to summarily suspend a person from membership. Indeed, the Bylaws at Article III, Section 12, require a "hearing prior to disciplinary action being effective." In addition, Jury requires a "three-fourths vote of the Board of Directors" to impose discipline upon a member. The Board of Directors may neither delegate its authority to discipline members to the President, nor may it authorize the President to do what the Bylaws did not authorize him or her to do. The complaint here alleges that the suspensions of membership are being imposed prior to a disciplinary hearing, by the CSEA President, and Mr. Kenny himself acknowledges that the six individuals are being suspended from membership "... pending the completion of the internal discipline process..."

Mr. Kenny has pointed to the CSEA Policy File as authority for his summary suspending suspensions.... However, it does not appear that the policies to which he refers are authorized by, or consistent with, the Bylaws of the organization. The Bylaws of "The Supreme Law of the Association," and it is specifically provided in Article XIX of the Bylaws that "[n]o inconsistent provision of the Policy File... is void." The provision of the Policy File which allows for summary suspension by the CSEA President prior to a hearing is inconsistent with the Bylaws, which provide that only the Board may impose discipline on a member and only after a hearing. The Policy File, which is adopted only by the CSEA Board of Directors, and not by the General Assembly, may not grant authority not the Bylaws have not conferred.

The SEIU hearing officer went on to find that the charging parties' complaint was "legitimate" and appropriate for investigation, and that "summary suspensions of members prior to a hearing does not comport with democratic internal procedures and is not consistent with CSEA Bylaws."

C. Application of Section 3a-5.5

A review of the evidence filed in this case appears to confirm the findings of the SEIU hearing officer that the summary suspension provisions contained in the Policy File were in violation of CSEA Bylaws. Although this fact may cast some doubt upon the reasonableness of this procedure, it is not necessary for the Board to reach the question of the reasonableness of the summary suspension procedures themselves.²¹ PERB's authority to determine the reasonableness of a provision does not extend to the mere fact that the provision itself, but the reasonableness of the procedure as it was applied to a case, is being before the Board. (Polman, p. 21.) Here, even if the Board were to find that the summary suspension provisions were reasonable, a violation of the Dills Act will be found if their application in this case was not reasonable.

By its own language, the summary suspension procedure is meant to be invoked when the actions of a member "pose an immediate threat to the welfare of the Association." Under *Haragot*, where a violation of the summary suspension procedure appeared justified by an aggressive disruption of the contract table, even process, no such immediate threat was present here. The activities of CDB have been ongoing for almost a decade.²² The history of suspension actions indicated the need for immediate action prior to a hearing. Awaiting the conclusion of a due process hearing under the CSEA Bylaws would have required only a

²¹ *Id.* PERB also found that "A provision which permits suspension of a member who is engaged in demoralization activities against the organization is reasonable." (Pariser, p. 9.) However, the Board went on to reverse the hearing officer's dismissal of the charges, finding that Pariser "has raised questions about the reasonableness of the procedures followed by CSEA in dealing with all of the charges." (*Id.* at p. 11.)

²² See *Haragot*, *supra*.

conspicuously short, additional period. The series of the CSEA Horvath and Keating appear to much indicate of an unreasonable application of CSEA provisions.

CSEA's animosity toward CDU is revealed in its motion to dismiss. In the statement of facts in the motion to dismiss, counsel for CSEA wrote:

On or about December 22, 1999,¹²⁰ CSEA received a copy of the decision in Hard, Markete, et al v. CSEA, PERD Dec. No. 1368-S (the Hard decision).¹²¹ In this decision, PERB overruled its earlier decision, CSEA (Richard et al), PERD Dec. No. 1126-S¹²², and concluded that the charging parties had failed to establish that their activities on behalf of Citizens for a Democratic Union (hereinafter "CDU") were protected activities under the DILA Act. For many years, CSEA had an ongoing concern about the unregulated and unregistered activities of C. M., disparaging and attacking CSEA. During this time, CDU has greatly enhanced its reputation as an LSC, and had a hand to abide by the regulations imposed on an employee organization. On January 28, 2000, the CSEA Board of Directors ("Board"), acting in Executive Session, adopted a motion which declared the CDU a competing organization, under CSEA's policy and in violation of CSEA's policy. [Emphasis added.]

Furthermore, it stretches the bounds of credulity to assume it was merely coincidental that the date the summary suspensions were to begin, February 15, coincided with the opening of our motion in CSEA's case. Keating stated in his letter to Lordingham that his CSEA membership was to be suspended, effective February 15, and would remain in effect until the CSEA disciplinary procedure had been concluded. Upon the suspension of his membership, Lordingham would not be eligible to run for CSEA office, to be a steward, nor would he be eligible for union leave.

¹²⁰ The Board decision in Hard issued on December 21, 1999.

¹²¹ Hardett involved many of the same charging parties and activities which are the subject of this proceeding. In Hardett, the Board found that the conduct of the charging parties was protected under DILA Act section 3519.5(b), even so it was a clear sign to the union leadership not to the union itself.

Thus, all of these facts together, the Board concludes that the actions of CSBA were undertaken in violation of its own Bylaws and Policy File for the unreasonable purpose of interfering with the right of the Landingham to run for CSBA elected office. The facts of this case, when contrasted with the facts of Hickert, show that the A-1 was not bound by precedent to find that no violation of the Dills Act occurred. The Board hereby finds that CSBA's actions were violative of the provisions of Dills Act section 3513.5.²⁴

1. Justification for Protected Activity

Regarding the violation claim, the A-1 addressed two theories of protected activity: (1) that Landingham's union activities had an impact on employer-employee relations because they were directly related to the bargaining process that is at the heart of employer-employee relations under the Dills Act; and (2) that under Cupertino, the filing of unfair practice charges by a union's a CDU brought Landingham under the protection of Harris.

As to the first of these theories, Landingham's alleged numerous expenses, and bargaining efforts in which he had been engaged on behalf of CDU. However, he did not show how his involvement in many of these acts specifically impacted the employer-employee relationship, thus making it a protected activity. But under act, any act undertaken to improve

²⁴The fact that Landingham was reinstated to membership on March 1, that he was able to run for union office, and that the internal charges against him resulted in his only recovery, his pre-March 1 suspension as a penalty does not alter this conclusion. As the Board held in Amador Valley Joint Union High School District (1995) PERB Decision No. 74:

A case in controversy becomes moot when the essential nature of the complaint is lost because of some supervening act or acts on the part of.

The essential nature of this complaint, i.e., the excessive use of CSBA's arbitrary suspension procedures, has not been lost. This controversy could continue to arise if the Board does not address the question in this case. The Board is ruling on the underlying issues for the

employment wages and working conditions, including participation in rallies, distributing literature, picketing, picket line vigils, could be seen as unprotected. However, as the Board made clear in Reed, this is not the case. As CSEA argued in its exceptions, membership in CDU is not protected per se. A more direct and demonstrable impact on the employer-employee relationship must be shown in order to meet the standard set forth in Kimmer and Hart.¹⁷ Although the ALJ did find that Landingham's picket line up, protest activities on behalf of CDU constituted protected activity, he also concluded that the adverse actions against Landingham were not motivated by his bargaining related union activities. The ALJ correctly found that "The record as a whole does not support that inference." The finding of retaliation was thus directed based upon the theory of protected conduct.

As to the ruling that the filing by members of CDU of certain practice change requests, CSEA protected Landingham under Cupertino, the ALJ found that "In effect, [in Cupertino PERB held that the protected activities of some employees could be attributed to other employees in the same group. If adverse action against the group was a directly motivated by those protected activities."

Cupertino is distinguishable from the instant case. In Cupertino, the exclusive representative alleged that management had implemented a layoff which targeted a specific department because of the high number of union activists in that department. Here, the Board

¹⁷For example, in Reed Landingham's suspension occurred in the middle of negotiations with the State, and he was shown to be a key or integral part of the negotiating team and that the suspension was a result of the negotiating. Landingham's picket line up, such acts might constitute a sufficient impact on the employer-employee relationship to justify action by the Board. (See Reed, p. 11.)

reversed the original ruling by partial dismissal of the charge, and ordered that a complaint be filed.²⁴ This order was based on the grounds that there was sufficient evidence and inference from which an inference could be drawn that there was a link between that aggressive union activity and the decision to lay off a particular group.

Cumtara found that it was shown that the employer's decision was motivated by the protected acts of some members of the group, thus the layoff is unlawful as to that group. Cupertino did not hold that the protected acts of some members of a group will automatically be attributed to all members of that group.²⁵ Cupertino held that protected activity can raise a presumption of retaliation sufficient to justify the issuance of a complaint. It did not conclude that retaliation had occurred because of an uncorroborated protected activity.

There thus appears to be no protected activity upon which to base the retaliation claim. Accordingly, this portion of the charge is dismissed.

ORDER

Based upon the foregoing, and upon the entire record in this matter, it is held that the California State Employees Association (CSEA) violated the Ralph C. Dills Act (Dills Act), Government Code section 3206.5(a), by unreasonably dismissing Karl Landingham (Landingham) from membership in CSEA. All other allegations are hereby dismissed.

Pursuant to Dills Act section 3714.3(c), the history (G31626) that CSEA and its representatives shall:

²⁴ If this were true, any group of employees could collectively immunize themselves from internal disciplinary procedures by banding together, giving themselves a union, and having one member file an unfair practice charge with PERB.

A. CLASS AND DISTANCE FROM:

The application of irreversible provisions for the year ended 31st March 1984

TABLE 1: THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO
 PREVENT THE VIOLATION OF THE DUE PROCESS

1. We show and explain the map (p. 1) that argued Leuchter's to the CSBA concerning his, et al., along with all related documents, including the hearing panel's records and recommendations, the CSBA Board of Directors' adoption of that recommendation, and the Board of Directors' suspension of Leuchter's.

3. Within ten (10) workdays of the service of a Final Decision in this matter, post copies of the Notice attached hereto as an Appendix at all Sites of California work sites and all other work locations where notices to employees represented by CSEA are customarily posted. The Notice must be signed by an authorized agent of CSEA, indicating CSEA will comply with its terms and that CSEA's compliance will be continuous for a period of thirty (30) consecutive workdays. Reasonable steps shall be taken to ensure the Notice is not removed, is not altered, defaced or covered with any other material.

3. Upon issuance of a final decision, make written notification of the actions taken in conformity with the Order to the Secretary to Regional Director of the Public Employment Relations Board, in accord with the regional director's instructions. Written notification to the regional director must be served concurrently on the charging party.

When using HZS, and Nam is in valid use, the library

APPENDIX



**NOTICE TO EMPLOYERS
POSTED BY ORDER OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD
An Agency of the State of California**

After a hearing in Public Personnel Case No. 88-00-174-S, In: Harold L. Haskett, Respondent; Landingham, Mary Annista, Adrienne Suffin & Walter Rice v. California State Employees Association, in which all parties had the right to participate, it has been found that the California State Employees Association (CSEA) via and via Ralph C. Ellis Act (Dilla Act), Government Code section 35.55, by unreasonably dismissing Ben Landingham (Landingham) from membership in CSEA. All other allegations are hereby dismissed.

As a result of this conduct, we have been ordered to post this Notice and we will:

A. CSEA AND DISMISS FROM:

This order is not a permanent provision for the purpose of dismissing Landingham from membership in CSEA.

**B. TAKE THE FOLLOWING AFFIRMATIVE ACTIONS DESIGNED TO
REINSTATE THE POLICES OF THE DILLA ACT:**

Within 90 days, destroy the complaint filed against Landingham by the CSEA secretary, together with all related documents, including the hearing panel's records and recommendations, the CSEA Board of Directors' administrative action and the Board of Directors' suspension of Landingham.

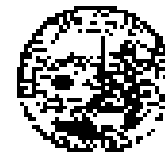
Dated: _____

**CALIFORNIA STATE EMPLOYEES
ASSOCIATION**

By: _____
Authorized Agent:

THIS IS AN OFFICIAL NOTICE. IT MUST REMAIN POSTED FOR AT LEAST THIRTY (30) CONSECUTIVE WORKDAYS FROM THE DATE OF POSTING AND MUST NOT BE REDUCED IN SIZE, DETACHED, ALTERED, OR COVERED WITH ANY OTHER MATERIAL.

STATE OF CALIFORNIA
DECISION OF THE
PUBLIC EMPLOYMENT RELATIONS BOARD



JIM HARRD, CATTY HACKETT, RON
LANDINGHAM, MARC BAUTISTA,
ADRIENNE SUFFIN & WALTER RICH.

Conceding Parties,

v.

CALIFORNIA STATE EMPLOYEES
ASSOCIATION,

Respondent.

Case No. SA-000315-S

Request for Reconsideration
PERB Decision No. 1479-S

PERB Decision No. 1679A-S

October 21, 2002

Appearance: Catherine Kennedy, Attorney, for California State Employees Association.

Reigna Baker, Respondent and Neimz, Marissa.

DECISION

WHITTENBACH, Member: This case is before the Public Employment Relations Board (PERB or Board) on a request by the California State Employees Association (CSEA) that the Board grant reconsideration of California State Employees Association (Hard, et al.) (2002) PERB Decision No. 1479-S (Hard, et al. vs. Reigna Baker, et al.). The Board reversed an administrative law judge's (ALJ) proposed decision. The Board found that it had jurisdiction to determine the reasonableness of CSEA's summary suspension procedures under section 3515.5 of the Ralph C. Dills Act (Dills Act) and that its summary suspension of Ron Landingham (Landingham) interfered with Landingham's protected right in violation of section 3519.5(b). The Board

¹ The Dills Act is codified in Government Code section 3513 et seq. Unless otherwise indicated, all statutory references herein are to the Government Code.

also held that Lundingham did not demonstrate the effect of his selective refusal to hire the company's employees relationship to show retaliation under section 3519.5(b).

After reviewing testimony presented in this matter, including CSBA's request for reconsideration, the Board denies the request. The reasons for this decision based upon the following discussion:

DISCUSSION

PERB Regulation 3241(d)(5) allows any party to a decision of the Board itself because of extraordinary circumstances, to request the Board to reconsider the decision. Section 3241(d)(6) states, in pertinent part:

The grounds for requesting reconsideration are limited to claims that: (i) the decision of the Board itself contains a prejudicial error of law, or (ii) the party has newly discovered evidence which was not previously available and could not have been discovered with the exercise of reasonable diligence.

CSBA's arguments in its request for reconsideration will be addressed in the order ruled.

First, CSBA claims that the Board has misapplied CSBA's bylaws covering discipline of CSBA officers, thus creating a prejudicial error of law. Article XIX, Section 1 of CSBA's bylaws provides:

These Bylaws shall be the supreme law of the Association, subject only to the Articles of Incorporation and the provisions of the laws of the State of California and the United States of America. Any inconsistent provision of the Policy File, or contrary act of the General Council, the Board of Directors, division(s), unit(s), or the officers, employees, or agents of the Association is void.

Article IV, section 1(d) of the CSBA's bylaws, Discipline, provides:

²PERB regulations are codified in California's Code of Regulations, title 8, section 31301 et seq.

Association officers and the officers may be disciplined by the Board of Directors in accordance with rules established by the Board of Directors, which shall provide for, and may be limited to: (a) cause for disciplinary action; prior notice in writing; right to counsel; written specification of charges; locus of the primary action that may be taken; suspension during investigation; hearing; and (b) disciplinary action becoming effective; and right of appeal. (Emphasis added.)

CSBA Policy File, Division 10, section 1001.03, Suspension of Membership provides, in pertinent part:

When, in the opinion of the president, the actions of a member are such as to pose an immediate threat to the welfare of the Association, the president may summarily suspend the member until the procedure established in Division 10 of the Policy File is completed. If written charges are not filed within 10 working days, the suspension is terminated.

Tossing the above provisions together, we disagree with CSBA's assertion that the Board misconstructed CSBA's Bylaws. (CSBA Bylaws, Article IV, section 1(d) does not allow for suspension during investigation "in accordance with rules established by the Board of Directors" in the CSBA Policy File, section 1001.03. The CSBA Board of directors set forth Board rules, requiring, "an immediate threat to the welfare of the Association" before instituting a summary suspension during investigation of a charge, but before hearing and due process. (Emphasis added.) Therefore, the CSBA Policy File, section 1001.03 implements the Bylaws, Article IV, section 1(d), rather than conflicts with it. As the Board properly concluded, there was no such showing, or an immediate threat to the welfare of CSBA in the instant matter. Indeed, CSBA's suspension of Lawton, et al, without evidence of an immediate threat to the welfare of CSBA, was inconsistent with the dictates of Bylaws Article XIX, section 1 and Article IV, section 1(d). As a result, CSBA has not shown a preponderance of proof in the Board's interpretation of CSBA's bylaws and policy file.

Second, CSEA alleges that the Board improperly used "active" as a factor for its holding that CSEA interfered with Lammington's rights. CSEA, unfortunately, misunderstands the Board's holding. What the Board did is evaluate various factors in order to conclude that CSEA's internal discipline policy as applied to Lammington was unreasonable in violation of Dills Act section 35.5.5. Such factors included CSEA's violation of its own internal discipline policy, as discussed above, and its animosity toward Caucus for a Democratic Union (CDU) as revealed by statements of its motion to dismiss. (Hurd, et al., p. 21.)

CSEA further argues that the Board's ruling conflicts with its holding in California State Employees Association (Hurd (1999) PERB Decision No. 1368-S (Hurd)). In Hurd, the Board, referring to the dispute in Service Employees International Union, Local 991 (Kneumly (1979) PERB Decision No. 106), explained that "Pas" refused to intervene in matters involving the solely internal activities or relationships of an employee organization which do not impinge on employer-employee relationships" (Hurd, pp. 24-25) and that "PERB's function is to interpret and administer the statutes which govern the employer-employee relationship, not to police relationships among various laborers' and unions, or other organizations." (Hurd, p. 28.)

However, the Board has not surrendered its power to review internal union activities for which the Legislature has given the Board the power to act. In Hurd, the Board, in footnote 13, noted that the author of Hurd stated that he did not intend for the case to be used as a barrier to statutory rights protected by the Dills Act.¹⁷ Such rights include reasonable membership and voting provisions for union members under Dills Act section 3413. In this case, the Board confirmed its authority to adjudicate disputes over the statutory rights of union

¹⁷This quote is taken from Board Member Amazon's dissent from the denial of the request for a quo warranto writ in the present case.

members. In so doing, the Board cited precedent interpreting Section 2515.5 and parallel statutes under the Board's jurisdiction. (California School Employees' Association and El Shaghi College Employees Local 9861 (Parsons) (1983) PERB Decision No. 280 and California Correctional Peace Officers Association (Palmar) (1989) PERB Decision No. 755.5 (Colmar)). Thus, under this analysis, Landingham has a protected right to negotiate internal disciplinary procedures and the reasonable application of these procedures.

The test for whether a respondent has interfered with the rights of employees under the Dills Act does not require that unlawful motives be established, only that some significant to employee rights results from the conduct. The standard for interference is as follows:

[I]n order to establish a *prima facie* case of unlawful interference, the charging party must establish that the respondent's conduct tends to or does result in some harm to employee rights granted under PERA. (State of California (Department of Transportation Services) (1983) PERB Decision No. 544-8, citing Parashad Unified School District (1979) PERB Decision No. 59; Service Employees International Union Local 92 (Kierulff) (1979) PERB Decision No. 106.)

Under the above described test, a violation may only be found if the Dills Act provides the "chance" option.¹⁴ For example, in San Joaquin Unified School District (1981) PERB Decision No. 389, the Board held that a finding of coercion does not require evidence that the employees actually felt threatened or intimidated or were in fact discouraged from participating in protected activity. The failure of CSEA to establish a fellow reasonable disciplinary procedures violates Dills Act section 2515.5 and thus interferes with Landingham's protected rights under Dills Act section 2515.5(a).¹⁵

¹⁴ CSEA disputes the applicability of Dalton to this matter by stating that the facts showing a noninterference violation are distinguishable from the facts in this case. According to CSEA, unlike Colman, Landingham's participation in CDD is not in coming for CSEA executive officer is not a protected activity and should not have been the basis for a finding of

On this issue, CSEA is arguing in substance that the Board has made a legal and a factual error, in interpreting Board precedent. Purported errors of law are not grounds for reconsideration. (Apple Valley Unified School District (1996) PERB Order No. Ad 2008 (Apple Valley), citing South Bay Union School District (1986) PERB Decision No. 7915, p. 7, and State of California (California Department of Forestry and Fire Protection) (1990) PERB Decision No. 1341-S, pp. 2-3.) We therefore hold that the Board's reliance to calculate reasonable and proper suspension, in order to find interference with Landingham's protected rights under Dills Act Section 3335, does not constitute a prejudicial error of fact.

Third, CSEA argues that it was inappropriate for the Board to rely upon the Service Employees International Union (SEIU) hearing officer's report as evidence that CSEA's discipline of Landingham was unnecessary and that such reliance is prejudicial error,⁵ citing Evidence Code 1200.⁶ PERB Regulation 23176, and not SEIU/SEIU Affiliation Agreement found in CD Exhibit 17.⁷ PERB Regulation section 32176 provides, in pertinent part:

interference. Furthermore, Landingham was ultimately not deprived of his ability to run for elected office. (Note that in Hart, *supra*, p. 23, on this the Board diagnoses of this argument.) See CSEA's ...; ...there is no evidence of actual interference with Landingham's rights under the Dills Act. As stated above, under Section 3335.5, Landingham has a protected right to reasonable disciplinary policies or the reasonable application of those policies. Landingham's self-perceived and actual inability to run for union office at the time of the suspension as well as CSEA's failure to follow its own internal disciplinary procedures are evidence of the unreasonable application of CSEA's disciplinary procedures. Conversely, CSEA interfered with Landingham's protected right to reasonable membership and disciplinary procedures.

⁵Hart, *supra*, p. 23.

⁶Evidence Code section 1200 provides: (a) "Hearsay evidence" is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter stated. (b) Except as provided by law, hearsay evidence is inadmissible. (c) This section shall be known and may be cited as the Hearsay Rule.

⁷CD Exhibit 17 includes, among other documents, a letter from CSEA legal counsel to the SEIU hearing officer that under the Affiliation Agreement, SEIU had no jurisdiction to

Compliance with the technical rules of evidence applied in the events shall not be required. . . . Hearsay evidence is admissible but shall not be sufficient in itself to support a finding unless it would be admissible in a civil action.

We disagree that the Board's reliance upon the SEIU hearing officer's report was in error, let alone prejudicial error. This is due, first, to the fact that CSEA has raised this issue, although the ALJ had alluded to this report in his proposed decision. In his proposed decision, the ALJ indicated that he would find CSEA's summary suspension procedures unreasonable under D.C. Act section 2215.2 for the same reasons advanced by the SEIU hearing officer. Assuming that the report is hearsay under Evidence Code section 1300, it is only one factor among others considered by the Board in its finding that CSEA's summary suspension of Laneoffen was unreasonable. The Board also looked at the timing of the suspension, which occurred during the nomination period for candidates for CSEA offices, the evidence of CSEA's animosity toward CUOC, and the Board's finding that CSEA violated its own bylaws and policy file. The Board, moreover, merely reached the same conclusions as the SEIU hearing officer. Thus, the Board's reliance on the SEIU hearing officer's findings is not inconsistent with the requirements of PERB Regulation 22170.

In addition, CSEA asserts that it challenged SEIU's jurisdiction under the Affiliation Agreement of the investigation of compliance with CSEA internal dispute procedures. However, a reading of the Affiliation Agreement as cited by CSEA legal counsel in its letter to the SEIU hearing officer, seemingly allows CSEA members to go to the international president and/or executive board solely to determine whether or not CSEA has complied with its internal

¹ conduct an investigation, hearing or fact finding involving CSEA's internal dispute resolution procedures, including discipline of its members. Also included in Exhibit 27 is the SEIU hearing officer's report and a letter from CSEA President, Dave Kenny to SEIU President, Andy Stern, again disavowing SEIU's assumption of jurisdiction in this matter.

dispute resolution procedures. (See CP Ex. 27.) Article 7, section 8 of the Affiliation Agreement states, in pertinent part, that "CSEA affirms that it has responsibility to its members to ensure that . . . it maintains democratic internal procedures." Article 7, section 11 of the Affiliation Agreement provides in pertinent part:

INTERNAL CSEA DISPUTES. Notwithstanding the provisions of Article 4 of this Agreement, SEIU waives jurisdiction to adjudicate disputes arising within CSEA, including, but not limited to, those concerning election to office in CSEA or its subordinate bodies; grievances and appeals; discipline of its members; and granting or revoking the charter of others with respect to those actions arising under the constitution and bylaws of CSEA.

SEIU hereby acknowledges that CSEA's internal (sic) dispute resolution procedures contained in its constitution and bylaws as they now exist are in substantial compliance with SEIU requirements of due process and fair play. CSEA retains the right to interpret and apply the provisions of its Constitution and Bylaws.

CSEA members may appeal to the International Executive Board solely for determination whether CSEA adhered to its internal dispute resolution procedures. The President and the International Executive Board may uphold CSEA's adherence to those procedures or may remove the dispute to CSEA for adherence to those procedures.

Arguably, these provisions are internally consistent and may be construed to allow SEIU to investigate and make a determination of a complaint by a CSEA member regarding whether CSEA adhered to its internal disciplinary procedures, and if not, to send the complaint to CSEA for compliance with those procedures.⁸ Seemingly, all the SEIU hearing officer did

⁸The SEIU hearing officer considered the Affiliation Agreement to reach a similar conclusion. However, that the history of the Affiliation Agreement would contain any possible inconsistency. This current agreement is the second negotiated Affiliation Agreement, as revised in December 1985. The 1988 revision added the language in Article 7, section 8 transferring authority to the international president to investigate a complaint regarding "the maintenance of democratic procedures." It also added the language in Article 7, section 11, which allowed the international president, upon receipt of a complaint, to determine whether

in his report was to find the complaints to be legitimate and recommend postponing the suspensions. The SEIU hearing officer found, and the parties do not dispute, that the suspensions occurred before hearing and without a CSEA board of directors vote on each suspension. After investigation and hearing, the SEIU hearing officer concluded that the "summary suspensions of members prior to a hearing does (sic) not comport with democratic internal procedures and is not consistent with the CSEA bylaws."

CSEA's objections on this issue involve interpretation of legal documents and the rules of evidence. There is no issue of fact argued. Again, citing to *Apple Valley*, we therefore conclude that the Board's reliance to the SEIU hearing officer's report does not constitute a prejudicial error of fact.

Finally, CSEA argues that the Board's subsequent review of the ALJ's reliance upon California State Employees Association (Hackett, et al.) (1993) PERB Decision No. 979-S (Hackett) constitutes a prejudicial error of fact. CSEA asserts that the Board's citation to Mr. Disale (Unified School District (1983) PERB Decision No. 1736 (Mr. Disale)) was inappropriate as that case is factually distinguishable from the instant matter. CSEA contends that since neither party requested or argued these issues, it had no notice that the Board wanted to "revisit" Hackett. If it had received such notice, CSEA contends that it could have clarified various "factual" errors, such as the Board's inappropriate reliance to the SEIU hearing officer's report.⁵

internal dispute procedures were not followed. According to the SEIU hearing officer, the international did not possess such authority in the original Affiliation Agreement.

⁵CSEA states that Landingham agrees with its view that SEIU lacks authority to adjudicate disputes arising out of CSEA's implementation of its internal disciplinary procedures. In his testimony, Landingham acknowledged SEIU's inability "to do anything other than do an investigation and issue a report, which it would send to the Board of Directors

According to CSEA, the Board, instead, could have requested oral argument under PERB Regulation 2341.5¹ for exceptions filed under PERB Regulation 32300, but did not. CSEA concludes, therefore, that the process requires no such action.

However, it is clear that Board procedure allows such "substantive" review. In Apple Valley, the Board held that a reversal of precedent by the Board does not constitute grounds for reconsideration. The Board further held in Apple Valley that the Board is not constrained from applying legal analysis not urged by the parties, or from considering substantive legal issues not raised by the parties when necessary to correct a serious mistake of law, citing Mr. Diabla and Presco Unified School District (1982) PERB Decision No. 208.

In addition, to avoid a "serious mistake of law," the effect of which would derogate Landingham's rights under the Data Act, the Board properly distinguished this case from Angket in finding that, unlike Uckett, there was no showing of immediate harm to the wellbeing of CSEA or that CSEA Policy 1601.03. The argument for the Board's substantive review creates a "preponderant view of facts" is thereby strained at best. Under Apple

[CSEA] let them pursue action." PERB, Vol. 1, 18-20. It appears that Landingham's understanding of SFO's authority therefore corresponds with that of the Board, described above.

¹ PERB Regulation 32315 provides:

A party desiring to argue orally before the Board itself regarding the exceptions to the proposed decision shall file with the statement of exceptions or the response to the statement of exceptions a written request stating the reasons for the request. Upon such request or its own motion the Board shall may direct oral argument.

¹ In Apple Valley, the Board was interpreting a previous version of PERB Regulation 32410(a), which read: "newly discovered law" that "was not previously available or could not have been discovered with the exercise of reasonable diligence." as grounds for granting

Valley and cases cited, the Board has appropriately exercised its authority to engage in sua sponte review of the application of Hackett to this matter.

We therefore conclude that CSEA has not shown its decision of its then many circumstances either by proving, that the decision in Hackett contained procedural errors of fact or by meeting any of the limited criteria found in PERB Regulation 32110(g). As a result, the Board denies CSEA's request for reconsideration.

ORDER

The California State Employees Association's request for reconsideration of the Board's decision in California State Employees Association (Hard, et al.) (2002) PERB Decision No. 1479-S is hereby **DENIED**.

Members Driver and Nelson joined in this Decision.

reconsideration. The phrase "newly discovered law" has since been deleted from the regulation.

EXHIBIT C1 - BRIAN NASH'S UNAUTHORIZED EMAILS, ACTS OF SABOTAGE, WRITTEN COUNSELING MEMO & APOLOGY EMAIL

From: [Richard Brown](#)
To: [Brown, Richard](#)
Subject: Fw: A message from the Executive Committee
Date: Saturday, July 31, 2021 11:54:04 AM

Subject: A message from the Executive Committee

Reply-To: webmaster@seiu1000.org



As a new leadership team takes the reins of this union and works together to create a new way forward centered on our represented employees and their needs at the worksite, we want to take this time to remind all DLC Officers of some very important policy file items pertaining to engaging our represented employees and proper administration of DLC funds:

2.6.01 Provision of Lists

Upon request, a DLC President or BUNC Chair shall be provided a copy of the DLC's or Bargaining Unit's current member list. All membership names and addresses provided to DLCs or BUNCs shall be considered confidential and shall not be copied or distributed to DLC or Bargaining Unit members.

A DLC President or BUNC Chair should submit requests for membership information to reports@seiu1000.org. This information is confidential and should be used to organize worksites and should not be used for any other purpose other than Local 1000 approved policies and programs.

4.0.07 Filing of the DLC Vacancies

(d) A President of the DLC shall make an appointment from stewards within the DLC. Such appointment shall take effect immediately, upon written notification to the Vice President for Organizing/Representation, but must be ratified either by the next DLC Executive Board or membership meeting. The minutes shall be delivered to the Vice President for Organizing/Representation.

A DLC president may appoint a steward from their DLC to a vacant position at any time by contacting the Vice President of Organizing/Representation at awalls@seiu1000.org. Either a DLC Executive Board or membership meeting, whichever comes first, must ratify the new appointment(s). These minutes should be sent to the Vice President of Organizing/Representation at awalls@seiu1000.org.

10.1.02 Use of Local Representational Funds

- (a) Approved Uses.
- (b) Approved uses within limits.
- (c) Prohibited Uses.

All DLC Executive Officers are encouraged to review this section and to come up with ideas how to engage members in safe and creative ways. DLC Board may seek consultation from DLC Finance at dlcfinance@seiu1000.org. Please include Vice President / Secretary-Treasurer David Jimenez on the email at djimenez@seiu1000.org.

10.1.03 Maximum DLC Accumulation

A DLC that has an accumulation of an amount which equals six months of the DLC's allocation of dues or \$6,000, whichever is greater, shall receive no further allocation of dues until this amount is reduced below the limit.

All DLC officers, including new officers: Please request to review the DLC financial report sent out monthly to DLC Presidents and Treasurers or Secretary-Treasurers. If you see a warning at the top stating you are approaching your maximum accumulation amount, as a Board, make a plan to start spending down those DLC funds and engaging members within the DLC.

10.1.04 DLC Finance Reports

A copy of the annual budget for each DLC will be provided to the Vice President / Secretary-Treasurer each year by February 1 of that year. If an adopted DLC annual budget is not submitted, the monthly allocation of dues will be forfeited until the adopted budget is submitted. A 30 day extension may be granted by contacting the Local 1000 Vice President / Secretary-Treasurer prior to the due date.

All DLC officers, including new officers, should make sure their DLC has submitted its annual budget! Inquire first with your DLC president and Treasurer or Secretary-

Treasurer, and if further information or guidance is needed, contact DLC Finance at dlcfinance@seiu1000.org

Please include Vice President / Secretary-Treasurer David Jimenez on that email at djimenez@seiu1000.org

10.01.05 Forfeiture of DLC Dues and Fees Allocations

In the even a DLC fails to submit its annual budget by no later than January 31 of the current budget year or fails to meet the funding limit described above, its monthly allocation of dues will be forfeited until the DLC is within the limit or complies by submitting its annual budget. The forfeited money is allocated to the Grants Fund. A 30 day extension may be granted by contacting the Vice President / Secretary-Treasurer before the due date.

All DLC officers, including new officers, if upon review of the monthly DLC financial report find there has been forfeited dues are encouraged to discuss an immediate spending plan including member engagement, to prevent further forfeiture. A DLC President and/or Treasurer or Secretary-Treasurer may submit a request for waiver of forfeiture to the Vice President / Secretary-Treasurer for the current month along with a spending plan that shows anticipated activities that will reduce the fund balance below the limit. Each request will be reviewed and approved or denied based on the specifics of each DLC. For more information contact DLC Finance at dlcfinance@seiu1000.org Please include Vice President / Secretary-Treasurer David Jimenez on that email at djimenez@seiu1000.org

10.1.07 District Labor Council Requests for Grants

DLCs may seek grants from the Local 1000 Grants Funds for duties and responsibilities pertaining to DLC activates required by the Local 1000 Policy File.

All DLC officers, including new officers, are encouraged to read this entire section of the Policy File. There are more instructions on how to request a grant. DLC Executive Boards should engage in discussions and determine how to best serve the needs of the membership within each DLC. If plans exceed available DLC funds, consider requesting a grant from the Grants Committee.

As we embark on a new chapter for Local 1000, we are encouraging active engagement by the DLC Executive Boards and represented employees at the worksites with a renewed purpose of strengthening our Union from the bottom up. This may not be easy, especially in a pandemic environment, but one thing is for sure, Local 1000 has among its ranks the best of the best of civil servants, and when called upon, we will not falter. We know when all feel heard and their input valued - doesn't always mean we agree - we will better serve our represented employees and gain membership which transfers into power at the bargaining table.

In Solidarity,

Richard Louis Brown President
SEIU Local 1000

David Jimenez
Vice President / Secretary-Treasurer

PERB Received
01/13/23 16:06 PM

SEIU Local 1000

Anica Walls
Vice President for Organizing/Representation
SEIU Local 1000

Tony Owens
Vice President for Bargaining
SEIU Local 1000

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*SEIU Local 1000
1808 14th Street
Sacramento , CA 95811
United States*

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



From: [Communications](#)
To: [Communications](#)
Subject: To all SEIU Local 1000 DLC Officers
Date: Friday, July 30, 2021 7:42:51 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)



To all SEIU Local 1000 DLC Officers:

An email went out earlier today from the Executive Committee containing information that was erroneous. This incorrect information covered the following policy file items:

- 2.6.01 Provision of Lists
- 4.0.07 Filling of the DLC Vacancies
- 10.1.02 Use of Local Representational Funds
- 10.1.03 Maximum DLC Accumulation
- 10.1.04 DLC Finance Reports
- 10.01.05 Forfeiture of DLC Dues and Fees Allocations
- 10.1.07 District Labor Council Requests for Grants

This email was released without the consent of SEIU Local 1000 President Richard Louis Brown and Vice President for Bargaining Tony Owens. It was entirely my error and I apologize for any confusion or mistrust this might have caused.

Moving forward, all email communications will be reviewed by President Brown before they are released. And any requests for membership lists will currently be denied until further notice.

Thank you for your understanding.

Brian Nash
Communications Director
SEIU Local 1000
1808 14th Street
Sacramento, CA 95811
bnash@seiu1000.org
312.968.1068

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SEIU Local 1000

PERB Received
01/13/23 16:06 PM

1808 14th Street
Sacramento , CA 95811
United States



From: [Ronald Rosson](#)
To: [Brown, Richard](#); [Richard Brown](#)
Subject: Brian Nash
Date: Sunday, November 21, 2021 9:53:23 PM

Richard,

This is to recap meeting I requested because of failures of the communications department.

We were not able to get the September JLMC out in a timely fashion because Brian Nash was slow to respond to our emails and when he did he complicated and delayed the process. He put the onus on my admin Asst (Kathryn Sagastume-Marston HFEN) to make links for the docs that was already in his possession
And clickable links.

He also put out the initial essential petition with a misspelled email. It had “.orgs” instead of “.org” and therefore the survey was delayed it caused mayhem.

There are two surveys I sent to President Brown and Giese. I asked them if the surveys had been vetted through SEIU. Giese responded no but she will confer with communications.

It is my belief these acts were not organic and were deliberate as some sabotage attempt.



Brian Nash
Director, Communications
SEIU Local 1000

LETTER OF CORRECTIVE COUNSELING

Brian,

On numerous occasions you have been advised that President Richard Louis Brown insists he needs to be informed of any and all contacts with/from Bill Hall, DLC 744 President with any Local 1000 staff, including yourself.

On January 10, 2022 you and I met in my office and I asked you, directly, if you have had any direct contact with Bill Hall, DLC 744 President.

During our conversation you admitted that Bill Hall had sent an email in October requesting that Communications post a message regarding the unrecognized "Board of Directors" meeting on October 18 and 19, 2021. You stated that you did not respond to the email, however you did not inform President Brown of this email.

Further, you told me that you received a call on your cell phone later that week referencing the email while you were on your way home from Mexico. You stated that you told Mr. Hall that you (communications) could not honor his request.

After this phone call and conversation, you neglected to inform President Richard Louis Brown of the call.

On December 15 you received notice of a second email from Mr. Hall regarding the departure of our Chief Financial Officer. Again you advised Mr. Hall that you could not honor the request but neglected to notify President Brown of the contact.

Because of this lapse in your responsibility as a Director, I am issuing this letter of corrective counseling to be placed into your personnel file for a period of 1 year. Any further failures to notify President Brown, or myself of any contact with any DLC President or Board Member regarding the submission for dispersal of information will result in further adverse action.

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org

A handwritten signature in blue ink, appearing to read "Donna J. Snodgrass".

Donna J. Snodgrass
Chief of Staff
Local 1000

A handwritten signature in blue ink, appearing to read "Brian Nash".

Brian Nash
Director of
Communications

Attachments

On October 25, 2021, Bill Hall emailed the following to Cyd Evans:

From: chair.seiu1000 <chair.seiu1000@gmail.com>
Sent: Monday, October 25, 2021 3:30 PM
To: Evans, Cyd <CEvans@SEIU1000.org>
Subject: Please post to website and email to ALL Members

Good Afternoon Cyd,

Please post the attached Open Letter to the Board and Membership, to the Local 1000 web page and email to all Memebers.

Thank You

William Hall, Chairperson SEIU Local 1000
President DLC 744

The content of the "Open Letter" is attached. I did not respond to Mr. Hall. Later that week I left on a short vacation to Mexico, as I was awaiting my flight home on Sunday, October 31, 2021, Mr. Hall called me directly. I told Mr. Hall that I could not do what he was asking.

On December 15, 2021, Mr. Hall sent Cyd the following message:

Hi Cyd,

Is it possible to get this message out to the Board?

Thank You, Bill Hall

Local 1000 Board of Directors,

Today Denye Versher our Chief Financial Officer submitted his resignation. As I understand the cause for his resignation, his concern for the finances of local 1000 and the conditions he experienced working under our President Richard Louis Brown, lead to Denye's resignation today. The resignation of our Chief Financial Officer should be of concern to every board member.

As Board members of our union SEIU Local 1000 we have a responsibility to the corporation and the members we represent to ensure responsible, legal and ethical financial conduct in our union. The Board has been limited in its ability to meet its financial obligations under President Richard Louis Brown.

I understand Denye wrote a substantial resignation letter. Perhaps President Richard Louis Brown will share the resignation letter in its entirety with the board.

I am concerned and saddened that we have lost another Local 1000 staff member. I think our staff deserves more from us as board members.

I want to thank Denye for the work he did for SEIU Local 1000 and offer my support as he seeks new employment.

William (Bill) Hall, Chair of the Board, SEIU Local 1000
President DLC 744

Cyd said, "I'll ask Brian right away."

My response to Mr. Hall was that "We cannot put this out."

That was the extent of my correspondence with Mr. Hall.

In both instances, I felt I took the steps needed to protect President Brown and SEIU Local 1000, and quickly thereafter moved on to handle my daily responsibilities and correspondence. I realize my error in not reporting these incidents immediately to President Brown, and it will not happen again.

Brian Nash
1.10.22

Open Letter to the SEIU Local 1000 Board of Directors and our Members

October 25, 2021

On October 16th and 17th 2021, a lawful and proper meeting of the SEIU Local 1000 Board of Directors was called under the California Corporate Code Section 5510 (e), California Corporate Code Section 5511 (c) and SEIU Local 1000 Policy File 3.2.00 (b).

As was prescribed, The President of SEIU Local 1000 was notified 3 times and all requirements were met. President Richard Brown refused to hold the meeting. Upon advice of Legal Counsel, the Board of Directors felt it was time and legally prescribed, to meet and execute their sworn duties on behalf of the members.

The meeting was a typical open session of the Board of Directors. **It was not held in secret.** Unlike Mr. Brown, the Board did not feel comfortable having the press in the meeting or to live stream this meeting. However, we had a court reporter who recorded both days, word for word and those transcripts will be available shortly.

On our own time and on our own dime the Board of Directors engaged a Parliamentarian and a Court Reporter and met to discuss concerns regarding the unprecedented threat to our Union that IS Richard Louis Brown.

Over 34 Board members, including Vice President of Bargaining, Irene Green met on Saturday and Sunday to discuss creating the needed changes to the By Laws and Policy File and set up the Standing Committees of the Board.

The Board Members made the following changes based on the majority vote of the Board members present:

- Agenda Item 1; Amend the By-Laws and Policy File. This was a pass/fail vote presented to the meeting participants and was passed using long standing policy file practices with the majority vote by the quorum of those attending.
 - Redirects responsibility of the President **to the Board of Directors**
 - Create 2 Standing Committees of the Board (Litigation, Standing Committee of the Board)
 - Elect a Chair of the Board
 - The Board remaining in Session, is in recess until a future date determined by the Board
- Establishment of a standing committee for Litigation. This committee is tasked with reviewing and recommending actions needed by SEIU Local 1000 to protect its members in legal actions taken against SEIU Local 1000. The committee is composed of 5 Board members:

Open Letter to the SEIU Local 1000 Board of Directors and our Members

October 25, 2021

- Kevin Healy, DLC President (DLC 752)
 - Karen Jefferies, Beginning Unit Chair, Unit 4
 - Steven Alari, DLC President, (DLC 723)
 - Francina Stevenson, DLC President, (DLC 794)
 - Terence Hibbard, Beginning Unit Chair, Unit 3
- Establish the position of Chair of the Board of Directors to serve at the pleasure of the Board. The following Board members were nominated for this position:
 - Steven Alari, DLC President (DLC 723)
 - Irene Green, Vice President of Bargaining
 - Richard Louis Brown, President SEIU Local 1000
 - William Hall, DLC President (DLC 744)

Mr. Brown refused to call or attend the meeting and therefore could not accept the nomination. That is all on him. William Hall was elected by a majority vote over Irene Green. Mr. Steven Alari dropped out.

The above changes voted on by the majority of the Board, does not remove Mr. Brown from his elected office. And as everyone has seen over the last week after the Board meeting, Mr. Brown refuses to acknowledge the Board's Policy File and By Law Changes. At the same time, our Standing Committee removes Mr. Brown's ability to call or to refuse to call a Board of Director's Meeting.

Our legal counsel, the Standing Committee, the Board and Mr. Hall are currently looking at next steps. Please understand and be patient as we try to right this ship that is SEIU Local 1000.

In Solidarity,

William R. Hall,
Chairperson
SEIU Local 1000
President DLC 744

From: [Brown, Richard](#)
To: [Nash, Brian](#)
Cc: [Richard Brown](#)
Subject: RE: Local 1000 Listens to You
Date: Thursday, February 24, 2022 11:12:00 AM

Brian,

Thank you for this email!

Richard 7437

From: Nash, Brian <BNash@SEIU1000.org>
Sent: Thursday, February 24, 2022 8:55 AM
To: Brown, Richard <RLBrown@SEIU1000.org>; Richard Brown <richard.brown7437@yahoo.com>
Subject: Local 1000 Listens to You

Boss –

I posted your Local 1000 Listens to You PPT last night when I got home. I am working on the CalHR letter now.

Couple points I want to clarify:

1. I was in the wrong last night and I owe you an apology. I should have said it to your face, but I was still up in my feelings.
2. My colleague Jim O'Donnell did not participate in the UAW protests. He has shown up and worked every day this week.

Brian Nash
Director of Communications
SEIU Local 1000
1808 14th Street
Sacramento, CA 95811
cell: 312.968.1068

EXHIBIT D

2013, 2014 & 2017 Dues Dollar Breakdown

How your dues dollar works for you



SEIU Local 1000 monthly dues support everything our union does.

From the negotiation and enforcement of our contract, to political and legislative work, legal action, research, and communications—your dues are spent solely on union efforts and actions.



Representation & Negotiations

These funds pay for all of the costs associated with representation and bargaining with the State of California. This includes representation of state workers during contract negotiations, contract enforcement and other laborative meetings, grievance arbitration and litigation services. The money also supports activities on- and off- contract ratification and fund-raising education, organizing training for our bargaining unit Negotiations Committees, and research and communications support during bargaining.

Operations

This part of your Local 1000 dues pays for the day-to-day costs of running our business and keeping members informed about the union's activities. Funding for general administration and financial management, IT, media, building leases and human resources come under this portion of the budget. These funds also pay for Local 1000 publications and bargaining unit-specific materials, press releases and the management of Local 1000's website.

Power building with SEIU & Other Coalitions

This money helps to fund Local 1000's coalition activities and efforts to build the social power we need to put #DignityandControl policies that support working families. Our national affiliation with SEIU gives us the support of more than 21 million members nationwide. SEIU also provides Local 1000 with valuable research, campaign and policy support.

Member Governance

Local 1000 has a democratic process and structure. It is run by members who are elected by their fellow members. The governance structure starts at all levels, from workers stewards and district council members, to members of our stewards advisory council, our executive board and our statewide office. These funds go to support the activities of these bodies.

Legislative Advocacy & Political Campaigns

In 2013, three and a half cents of your dues dollar went to support Local 1000's legislative and politics program. This advocacy is critical to the protection of fair wages, benefits and retirement and pay for state workers. Our political efforts support the election of candidates who understand the importance of state workers to California's future as well as activity for or against district initiatives.

Community Service & Miscellaneous Activity

This portion of your Local 1000 dues dollar goes to charity, giving and community service in neighborhoods across California. While fighting for state workers is our primary mission, we set aside time and resources to partner with organizations working to address people's needs and build power with groups working to build a better California.

How Your Dues Dollar Works For You

Representation & Negotiations

A little over 36 percent of your dues dollar goes to pay for all of the associated costs of representation, contract enforcement and bargaining with the State of California. These resources cover disciplinary proceedings, contract enforcement at administrative hearings, and grievance, arbitration and litigation services. This money also supports activities prior to and during contract ratification and funds member education, negotiations training for our Bargaining Unit Negotiating Committee, and research and communications support during bargaining.

36.5%

Operations

This part of your Local 1000 dues goes directly towards running our statewide union and keeping members informed about the organization's activities on a day-to-day basis. Funding for IT, utilities, accounting and fiscal services, building leases and human resources comes out of this portion of the budget. Local 1000 publications and bargaining unit-specific materials, media relations and the maintenance of Local 1000's website are also paid for with these dollars.

27.9%

Power Building with SEIU & Other Coalitions

Local 1000's coalition activities are critical to building the level of power we need to put in place and protect policies that support working families. This portion of our budget funds all of the costs related to our participation in national and statewide campaigns that involve SEIU International, other SEIU locals, and other community based partners. Our national affiliation with SEIU gives us the support of more than 2.1 million members nationwide. SEIU also provides Local 1000 with valuable research, campaign and policy support.

26.8%

SEIU Local 1000
monthly dues support

everything our union does

Community Service & Miscellaneous Activity

Fighting for state workers is our primary mission. This fight includes contributing to the communities where state workers live and making them better places. Almost two percent of your dues dollar goes to charitable giving and community services in neighborhoods across California. We also set aside time and resources to partner with organizations working to support people in need and build power with groups working to build a better California.

1.7%

Member Governance

Local 1000 is run by members who are elected by their fellow members. This democratic governance structure is in place at all levels- from worksite stewards and district council members, to members of our statewide advisory councils, our executive board and our statewide officers. These funds go to support the activities of these bodies.

3.6%

Legislative Advocacy & Political Campaigns

In 2013, three and a half percent of your dues dollar went to support Local 1000's legislative and political program. This advocacy is critical to the protection of fair wages, benefits and retirement security for state workers. Our political efforts support the election of candidates who understand the importance of state workers and their families to California's future as well as activity for or against ballot initiatives.

3.5%

How Your Dues Dollar Works For You

PERB Received
01/13/23 16:06 PM

EXHIBIT D
2013, 2014 & 2017 Dues Dollar Breakdown



Representation & Negotiations

A little over 29 percent of your dues dollar goes to pay for all of the associated costs of representation, contract enforcement and bargaining with the State of California. These resources cover discipline proceedings, contract enforcement at administrative hearings, and grievance, arbitration and litigation services. This money also supports activities prior to and during contract ratification and funds member education, negotiations training for our Bargaining Unit Negotiating Committee, and research and communications support during bargaining.

29.2%

Operations

This part of your Local 1000 dues goes directly towards running our statewide union and keeping members informed about the organization's activities on a day-to-day basis. Funding for IT, utilities, accounting and fiscal services, building leases and human resources comes out of this portion of the budget. Local 1000 publications and bargaining unit-specific materials, media relations and the maintenance of Local 1000's website are also paid for with these dollars.

27.5%

Power Building with SEIU & Other Coalitions

Local 1000's coalition activities are critical to building the level of power we need to put in place and protect policies that support working families. This portion of our budget funds all of the costs related to our participation in national and statewide campaigns that involve SEIU International, other SEIU locals, and other community based partners. Our national affiliation with SEIU gives us the support of more than 2 million members nationwide. SEIU also provides Local 1000 with valuable research, campaign and policy support.

30.7%

SEIU Local 1000
monthly dues support

everything our union does

Community Service & Miscellaneous Activity

Fighting for state workers is our primary mission. This fight includes contributing to the communities where state workers live and making them better places. Almost three percent of your dues dollar goes to charitable giving and community services in neighborhoods across California. We also set aside time and resources to partner with organizations working to support people in need and build power with groups working to build a better California.

2.7%

Member Governance

Local 1000 is run by members who are elected by their fellow members. This democratic governance structure is in place at all levels- from worksite stewards and district council members, to members of our statewide advisory councils, our executive board and our statewide officers. These funds go to support the activities of these bodies.

1.4%

Legislative Advocacy & Political Campaigns

In 2014, eight and a half percent of your dues dollar went to support Local 1000's legislative and political program. This advocacy is critical to the protection of fair wages, benefits and retirement security for state workers. Our political efforts support the election of candidates who understand the importance of state workers and their families to California's future as well as activity for or against ballot initiatives.

8.5%

01/13/23 16:06 PM

How your dues dollar works for you



SEIU Local 1000 monthly dues support **everything our union does.**

From the negotiation and enforcement of our contract, to political and legislative work, legal action, research, and communications—your dues are spent solely on union efforts and actions.



29.2%

Representation & Negotiations

These funds pay for all of the costs associated with representation and bargaining with the State of California. This includes representation of state workers during discipline proceedings, contract enforcement at administrative hearings, grievance, arbitration and litigation services. This money also supports activities prior to and during contract ratification and funds member education, negotiations training for our Bargaining Unit Negotiations Committee, and research and communications support during bargaining.



27.5%

Operations

This part of your Local 1000 dollar pays for the day-to-day costs of running our statewide union and keeping members informed about the organization's activities. Funding for general accounting and financial management, IT, utilities, building leases and human resources come out of this portion of the budget. These funds also pay for Local 1000 publications and bargaining unit-specific materials, media relations and the maintenance of Local 1000's website.



30.7%

Power building with SEIU & Other Coalitions

The monies that go to fund Local 1000's coalition activities are critical to building the level of power we need to put in place and protect policies that support working families. Our national affiliation with SEIU gives us the support of more than 2 million members nationwide. SEIU also provides Local 1000 with valuable research, campaign and policy support.



1.4%

Member Governance

Local 1000 has a democratic process and structure. It's run by members who are elected by their fellow members. This governance structure is in place at all levels- from worksite stewards and district council members, to members of our statewide advisory councils, our executive board and our statewide officers. These funds go to support the activities of these bodies.



8.5%

Legislative Advocacy & Political Campaigns

In 2014, eight and a half cents of your dues dollar went to support Local 1000's legislative and political program. This advocacy is critical to the protection of fair wages, benefits and retirement security for state workers. Our political efforts support the election of candidates who understand the importance of state workers to California's future as well as activity for or against ballot initiatives.



2.7%

Community Service & Miscellaneous Activity

This portion of your Local 1000 dues dollar goes to charitable giving and community services in neighborhoods across California. While fighting for state workers is our primary mission, we set aside time and resources to partner with organizations working to support people in need and build power with groups working to build a better California.

MEMBER DUES *AT WORK*

Representation & Negotiations

34.1¢



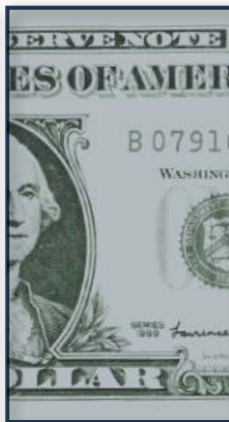
Operations

27.5¢



Member Governance

1.6¢



Building Power with SEIU & Other Coalitions

30.7¢

Legislative Advocacy

4.4¢

Community Service & Miscellaneous Activity

1.7¢

**Based upon actual expenditures, 2017* Page 246 of 355

EXHIBIT DD-DLC 752 President Kevin Healy-
UAW2350 Contract Interference

PERB Received
01/13/23 16:06 PM



UAW 2350 • AFL-CIO, CLC

September 1, 2021

Richard Brown, President
Donna Snodgrass, Chief of Staff
1808 14th Street
Sacramento, CA 95811

RE: Interference with UAW

Dear President Brown and Chief Snodgrass:

On behalf of UAW Local 2350, I would like to thank you and your team for bargaining in good faith during our recent negotiations for the 2021-2024 Collective Bargaining Agreement (CBA). With that said, it saddens me to have to send this letter to you but I feel this is necessary due to an unethical proposition made by DLC President, Kevin Healy.

On August 30, 2021, at approximately 4:34pm, Kevin Healy called me. He wanted to know if "we" can guarantee a yes vote for the UAW contract ratification by the Board of Directors, would UAW support us delaying the board meeting to the following week to enable them to add a second agenda item to strip Richard Brown of his authority as the President." (I took the "we" to mean he was speaking on behalf all himself and whoever else he is working with to change the Local 1000 by laws and policy file)

He stated that at this time "they could not guarantee a yes vote unless I agreed to support delaying the meeting." (I took this to be a veiled threat.) I became upset and advised him that the staff were not going to be used as pawns for the internal battle within Local 1000. He then offered that "they could also give us more money than we had already negotiated". (A bribe)

I advised him that we negotiated a fair contract and did not leave any money on the table. I told him that it was unacceptable to try to bribe UAW 2350 to interfere with internal

politics. I again told him UAW was not going to be used as pawns regarding their internal battles and based upon his phone call, if the ratification were to fail, I would be filing an Unfair Labor Practice charge against Local 1000 for bargaining in bad faith. He told me "you wouldn't win." I said "try me" and hung up the phone.

About ten minutes later he called me again to try to smooth over the conversation we just had, claiming he thought we (him and I) had a better relationship than that and because I hung up I did not give him a chance to finish. I once again reiterated my position with regard to his request and using staff as pawns for their internal political strife.

Note: Approximately two weeks earlier, during a conversation regarding a representational issue at San Quentin he asked me if I had heard about the motion that he and others were drafting to limit the powers of the President and elect a Chairperson. He stated in that conversation it looked like it would probably be him (Kevin Healy) elected to the position. I told him I had heard something about it, but the internal politics were not my business. The subject then changed to the representational issue.

Mr. Healy's request subjected me to immediate termination and UAW Local 2350 answering to an Unfair Labor Practice charge for interference with the internal politics of Local 1000 plus a charge of bad faith bargaining.

It is not acceptable for a member of the Local 1000 Board of Directors to ask, threaten, and/or bribe UAW 2350 staff members to support an action that is purely internal politics.

This is exactly the type of behavior that pushed UAW 2350 to include language in our contract for the Board of Directors to receive training regarding bullying in our Collective Bargaining Agreement.

Mr. Healy called me several time August 31, 2021, (the day after the BOD meeting). Due to the conversation the day before, I did not answer his calls, nor did he leave a message. He called me again today, September 1, 2021. He spoke briefly about a representational issue, and then immediately brought up the subject of the proposed policy file changes. I chose not to engage in the conversation as I have repeatedly told him that it was not my business nor would I be involved with the internal disputes of the Local 1000 leadership. He then proceeded to talk about Richard Brown's video messages. I responded that I usually do not watch them nor will I comment on his messages.

Mr. Healy's behavior has now become harassing as he continues to try and draw me into internal disputes. I feel at this point, he is trying to set me up to get even with me for refusing to get involved with the internal politics.

I am requesting the Executive Officers and Board of Directors take appropriate action to stop the harassing and unethical behavior of one of their Board members, DLC 752 President Kevin Healy.

A handwritten signature in black ink, appearing to read 'Joyce Thomas-Villaronga', with a long horizontal line extending to the right.

Joyce Thomas-Villaronga
UAW Local 2350 President
707-372-9416
jtvuaw@gmail.com

cc: SEIU Local 1000 Board of Directors

EXHIBIT E-Theresa Taylor's racist, homophobic & sexist statements

EXHIBIT E-Theresa Taylor's racist, homophobic and sexist statements-page 1.

assignment	userNumber	contactNumbe	attemptedAt
42017	19167064967	10T22:23:01.893Z	2021-08-
42017	19169150766	19167064967	10T22:26:16.650Z
42017	19169150766	19167064967	10T22:29:52.935Z
42017	19167064967	10T22:51:31.178Z	2021-08-
42017	19169150766	19167064967	10T22:56:03.279Z
42017	19169150766	19167064967	10T23:03:15.930Z
42017	19169150766	19167064967	10T23:03:20.404Z
42017	19169150766	19167064967	10T23:03:32.642Z
42017	19169150766	19167064967	10T23:03:44.334Z
42017	19167064967	10T23:06:51.933Z	2021-08-
42017	19169150766	19167064967	10T23:08:03.763Z

EXHIBIT E-Theresa Taylor's racist, homophobic and sexist statements-page 2.

Hello Theresa, this is Alex from SEIU Local 1000, your union. For reference your member ID is 397XXX. We are reaching out to you today to let you know about a rally being held on August 27 at the capitol to protest closing of the California Correctional Center in Lassen County and to stand up for our Union Rights. Are you interested in attending this protest? - RplyStopToOptOut of all Local 1000 communications on this phone number

Absolutely not and how dare this Union president use Union dues for a rally that is political AND pay Union Leave for a rally. He has not done his job and met and conferred with the state.

DLC. 786 says RLB can suck a dick

Can we quote you on that to your membership?? I'm sure they'd be embarrassed by that comment. Hundreds of people and families will be affected by the closing of the California Correctional Center in Lassen County. We need to stand in solidarity with our Union brothers and sisters.

Sure; and that's 245 of our members and if he keeps this up he may force the state to chose a facility with many more of our members: High Desert has many more people working there. My members care about what's going on at their worksite. Tell RLB to bargain with the state over the closure like he's supposed to. And quit showboating. And who are you? I assume you're a member and not staff? If you are staff you should keep your opinions to yourself

Alex Hernández?

Right?

I know who you are!

Union busting idiot

Very classy!!

Stripped of union membership, weren't you? Who's classless? Destroying a whole union

EXHIBIT F - AnnaMarie 's racist, homophobic & sexist statments

EXHIBIT F-AnnaMarie's racist, homophobic and sexist statments-page 1

userNumber	contactNumber	sendStatus	attemptedAt
	19167066289	DELIVERED	2021-08-10T22:23:13.741Z
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19164963909	19167066289	DELIVERED	2021-08-10T22:25:01.426Z
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19164963909	19167066289	DELIVERED	2021-08-10T23:06:25.213Z
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19164963909	19167066289	DELIVERED	2021-08-10T23:11:54.233Z

RECEIVED
01/13/23 16:06 PM

text

Hello Anna, this is Alex from SEIU Local 1000, your union. For reference your member ID is 1510341. We are reaching out to you today to let you know about a rally being held on August 27 at the capitol to protest closing of the California Correctional Center in Lassen County and to stand up for our Union Rights. Are you interested in attending this protest? - RplyStopToOptOut of all Local 1000 communications on this phone number

No and fuck RLB

What about bargaining for our contract?

What about not using his platform to solicit a wife?

What about the ballot initiative that is going to stop public sector workers off the right to be in a union at all?

What's he doing about that?

Tell your team DLC 786 says RLB can eat a dick

Hundreds of people and families will be affected by the closing of the California Correctional Center in Lassen County. We need to stand in solidarity with our Union brothers and sisters. Great! We look forward to seeing you there. We are also offering Union Leave to Stewards who want to attend this rally. Please click on this link <https://search.seiu1000.org/ssrsvp.php> to RSVP for the protest by tomorrow in order to process your Union Leave. I'll see you on the 27th.

Eat. A. Dick.

Hey Alex, as President, you can quote my whole damn DLC.

DLC 786 says RLB needs to fuck off

Stop texting my stewards over 250 positions we could have bargained to protect

There are 90k jobs in the balance the next contract

Quote us on when our bargaining team gets back to working on that

Spoke Message:

This message contained 1 multimedia attachment(s) which Spoke does not display.

Find yourself a real cause. This ain't it

Ooo! I got one

How about he stops using member dues to pay salary to a VP who lost and is under investigation

Or use member dues to rent a car indefinitely that he doesn't need?

Or to give his chief of staff an unprecedented severance?

Or to pay you union leave?

Maybe

Just maybe

You can eat a fucking dick?

Hey Hernandez

I'm sending an email to the whole DLC tomorrow informing them of what's going on

I've been telling members and non members of the corruption

Stateworkers are scared of losing their benefits

They don't care about you or him or your cause

They care about their pay and their benefits

And once they see it's at risk because of you

Byeeeeeee

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EXHIBIT G-"outgoing president" email



Telework Bargaining Resumes April 27 Under New Leadership

Our new leadership has been working since March 7 to get back to the table on telework after outgoing President Richard Louis Brown failed to listen to members and reach an agreement. We've been able to re-start the process and are returning to bargaining with the state on April 27.

"Negotiating telework is our top priority right now," said SEIU Local 1000 Board Chair Bill Hall. "COVID cases continue to rise while management turns a blind eye to these concerns. The State reaps a large savings by having people telework because teleworking saves money, as Local 1000 showed in our Cost Savings Task Force back in 2020 when the pandemic started."

Our telework bargaining was stymied by proposals and counter-proposals focused on a stipend and how it would be calculated and disbursed. This approach deadlocked our negotiations, but as the overwhelming majority of our represented employees have said, our primary concern should be the ability for workers to safely and comfortably do their jobs without interference from management or being subject to arbitrary return-to-office dictates. We intend to build on the existing side letters from Units 2, 7, 9, 10, 12, and 13 ([which you can view here](#)) to bring a comprehensive plan to the State.

"One of the things driving our negotiation around telework—and this is not often mentioned by the State—is that returning to the office immediately imposes an increase in expenses. Over the last 2 years most people have rolled that cost into their cost of living and are using that money to live on," added Hall.

"We are in a unique position to protect telework for employees in our coming contract. However, a culture of control and a focus on the State's power over employees has distracted management from the benefits of telework. We will not back down from their opposition. We see no reasonable reason for the State to oppose telework."

If you are experiencing pressure from management to return to the office, or reach out to our Member Resource Center (MRC) at 866.471.SEIU (7348) or get in touch with your [DLC leadership on our website](#) to make them aware of what's happening in your workplace.

To win comprehensive telework, represented employees are encouraged to reach out to Irene Green, our Vice President for Bargaining at IGreen@SEIU1000.org to talk about getting involved in your workplace and to amplify the call for telework at the negotiating table.

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



PERB Received
01/13/23 16:06 PM

Exhibit GA-6 Requests to Local 1000 for IN- PERSON Board Meetings & Financial Documents

November 23, 2022,

PERB Received
01/13/23 10:06 PM
Happy Thanksgiving to the Local 1000 Board of Directors,

As a Local 1000 Board member I am asking again for the sixth time for all information requested in my prior 5 emails. I lost my legal representation on June 8, 2022, with Local 1000 being informed on June 10, 2022, through the HR1 process that I no longer had legal counsel. Local 1000 offered me on July 1, 2022, a one-time \$15K for attorney fees for **only** my HR1 matter but excluded the DLC 744 President, William Hall's lawsuit against me. I did not accept this one-time \$15K offer because it violated California Corporations Code § 5238. Local 1000 has intentionally failed to provide to me all of my requested information in my prior 5 emails-please see below and the attached 5 prior emails for the complete requests. Please respond by November 30, 2022, by 12pm with ALL of my requested information.

1. I have asked on 5 prior occasions (June 7th, June 9th, June 10th, July 3rd and August 12th of this year-see attached pdf) for copies of **ALL** financial records from February 27, 2022 through June 7, 2022 and these numerous requests have not been addressed nor answered. I am asking for this information again with additional financial information through November 30, 2022. As a member of the Board of Directors, I am entitled to copies of all financial records. I am therefore requesting to inspect and make copies of all financial and accounting books and records that detail all Local 1000 spending for my requested time period. I am making this request pursuant to California Corporations Code Section 8333 for all financial information within a reasonable time not to exceed 7 days.
2. I have also asked for Board of Directors' meeting minutes from March 5, 2022 through June 2022. I also asked for a roll call for all voting during these Board of Directors' meetings. I am now asking again for this information with the addition of all Board meetings minutes, full unedited zoom videos for these Board meetings, and roll call votes from March 5, 2022 through November 2022 during these Board meetings. The roll call votes should indicate how each Board member voted on every issue at these Board meetings.
3. This legal request is my sixth request as a Local 1000 Board member and it appears that Local 1000 is retaliating against me while informing membership that I am the "outgoing" president while my HR1 and lawsuit matters are still not resolved. I am also asking for the sixth time for all future Board meetings have an option to attend in person for Board members who want to attend in person. Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust while providing members with absolutely no transparency since there is no meeting notes or roll call votes for review. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. Signal Oil & Gas Co. v. Ashland Oil & Ref. Co., 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not! This will denial of my requests will not help build membership but only continue to encourage members to cancel their memberships.
4. I have also requested to be fully indemnified as required by law since I have acted in good faith while performing my duties as the Local 1000 President. Local 1000 and/or SEIU International should fully indemnify me pursuant to California Corporations Code § 5238. Under Corp. Code § 5238, a nonprofit corporation has the power to indemnify an agent of the corporation who is or may become a party to certain civil or criminal proceedings, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceedings. At the past illegal June 2022 Board meeting, the Board voted to pay Board member, DLC 744 President, William Hall's attorney fees for Chris Katenzbach in excess of \$42,000 with no stipulations for Mr. Hall's lawsuit against me, Local 1000, and SEIU International. The Board voted in this illegal meeting to pay the costs of an attorney that is suing our Union with our members' own money. Local 1000 has also paid for VP Anica Walls 'attorney, Phil Andonian, who is handling her HR1 meritless charge against me to remove me from Local 1000. In addition Local 1000 has hired an independent arbitrator, to handle this baseless HR1 against me which violates the Local 1000 Policy File.

PERB Received
01/13/23 16:06 PM

In summary I am asking as a Local 1000 Board member who has not had legal counsel since June 8, 2022, with Local 1000 being informed on June 10, 2022 of my loss of legal representation, my requested financial information, Board meeting minutes with verifiable roll call votes, Board meeting full unedited zoom videos, full indemnification and in-person Board meetings starting with the scheduled December 3-4, 2022, Board meeting. . Please respond by November 30, 2022, by 12pm with ALL of my requested information.

Thanks for your cooperation,

Richard Louis Brown

Richard Louis Brown
Local 100 Board member
Inspire the Impossible 7437
408-207-2339

Richard Brown <richard.brown7437@yahoo.com>

To: Ronney Etheridge, Anne

Giese, Richard.brown7437@yahoo.com, djimenez@seiu1000.org, awalls@seiu1000.org, lGreen@seiu1000.org, g, dlc701presidentld@gmail.com, ndavis@seiu1000@aol.com, jd.sandoval@live.com, Danilyn.creech@psh.dsh.ca.gov, msmroy1976@gmail.com, montano.olivia.475@gmail.com, caroleseiu1000@gmail.com, musembi.rn@gmail.com, rgilbert.seiu1000@gmail.com, mariablaine39@gmail.com, membersfirst@gmail.com, his_story1865@yahoo.com, mistydelrosario3@hotmail.com, trodriguezdlc726@gmail.com, nancymartinez_6@hotmail.com, moneyrodriguez@hotmail.com, risewithlabor@gmail.com, imani.dhahabu.seiu@gmail.com, billhall95688@gmail.com, jbetboopin3@gmail.com, dlc747president@gmail.com, Jerome_wash@sbcglobal.net, christina dlc751@gmail.com, healykm@hotmail.com, angeliquems@aol.com, bigdtiggerds69@yahoo.com, DLC764@outlook.com, seitz_l@pacbell.net, seiulocal1000dlc766@gmail.com, bparriaga@icloud.com, cmsallen768@gmail.com, exctme@aol.com, dlc770president@gmail.com, trico60@hotmail.com, mdlc056@gmail.com, van.n.guyen_seiu.local1000@outlook.com, jonah.a.paul@gmail.com, thetay456@gmail.com, dlc787.president@gmail.com, president.dlc788@gmail.com, dlc789Pres@outlook.com, cindydoyleunion@gmail.com, brkhse1982@yahoo.com, yourunion2019@gmail.com, cnaranjo62@sbcglobal.net, ruthkiker@charter.net, delonnelj@gmail.com, jaimen.vogel@gmail.com, SRodriguez@seiu1000.org, RHoltz@seiu1000.org, KJefferies@seiu1000.org, BWillis@seiu1000.org, RVega@seiu1000.org, EMurray@seiu1000.org, vseastrong@seiu1000.org, MVartanian@seiu1000.org, broy@seiu1000.org, andrewvasicek@gmail.com, Board@seiu1000.org, Tommy.Cornelius@cdtfa.ca.gov, cullenkral@gmail.com

Hide
Wed, Nov 23 at 11:47 AM

November 23, 2022,

Happy Thanksgiving to the Local 1000 Board of Directors,

As a Local 1000 Board member I am asking again for the sixth time for all information requested in my prior 5 emails. I lost my legal representation on June 8, 2022, with Local 1000 being informed on June 10, 2022, through the HR1 process that I no longer had legal counsel. Local 1000 offered me on July 1, 2022, a one-time \$15K for attorney fees for **only** my HR1 matter but excluded the DLC 744 President, William Hall's lawsuit against me. I did not accept this one-time \$15K offer because it violated California Corporations Code § 5238. Local 1000 has intentionally failed to provide to me all of my requested information in my prior 5 emails-please see below and the attached 5 prior emails for the complete requests. Please respond by November 30, 2022, by 12pm with ALL of my requested information.

1. I have asked on 5 prior occasions (June 7th, June 9th, June 10th, July 3rd and August 12th of this year-see attached pdf) for copies of **ALL** financial records from February 27, 2022 through June 7, 2022 and these numerous requests have not been addressed nor answered. I am asking for this information again with additional financial information through November 30, 2022. As a member of the Board of Directors, I am entitled to copies of all financial records. I am therefore requesting to inspect and make copies of all financial and accounting books and records that detail all Local 1000 spending for my requested time period. I am making this request pursuant to California

Corporations Code Section 8333 for all financial information within a reasonable time not to exceed 7 days.

2. I have also asked for Board of Directors' meeting minutes from March 5, 2022 through June 2022. I also asked for a roll call for all voting during these Board of Directors' meetings. I am now asking again for this information with the addition of all Board meetings minutes, full unedited zoom videos for these Board meetings, and roll call votes from March 5, 2022 through November 2022 during these Board meetings. The roll call votes should indicate how each Board member voted on every issue at these Board meetings.

3. This legal request is my sixth request as a Local 1000 Board member and it appears that Local 1000 is retaliating against me while informing membership that I am the "outgoing" president while my HR1 and lawsuit matters are still not resolved. I am also asking for the sixth time for all future Board meetings have an option to attend in person for Board members who want to attend in person. Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust while providing members with absolutely no transparency since there is no meeting notes or roll call votes for review. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. *Signal Oil & Gas Co. v. Ashland Oil & Ref. Co.*, 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not! This will denial of my requests will not help build membership but only continue to encourage members to cancel their memberships.

4. I have also requested to be fully indemnified as required by law since I have acted in good faith while performing my duties as the Local 1000 President. Local 1000 and/or SEIU International should fully indemnify me pursuant to California Corporations Code § 5238. Under Corp. Code § 5238, a nonprofit corporation has the power to indemnify an agent of the corporation who is or may become a party to certain civil or criminal proceedings, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceedings. At the past illegal June 2022 Board meeting, the Board voted to pay Board member, DLC 744 President, William Hall's attorney fees for Chris Katzenbach in excess of \$42,000 with no stipulations for Mr. Hall's lawsuit against me, Local 1000, and SEIU International. The Board voted in this illegal meeting to pay the costs of an attorney that is suing our Union with our members' own money. Local 1000 has also paid for VP Anica Walls' attorney, Phil Andonian, who is handling her HR1 meritless charge against me to remove me

from Local 1000. In addition Local 1000 has hired an independent arbitrator, to handle this baseless HR1 against me which violates the Local 1000 Policy File.

In summary I am asking as a Local 1000 Board member who has not had legal counsel since June 8, 2022, with Local 1000 being informed on June 10, 2022 of my loss of legal representation, my requested financial information, Board meeting minutes with verifiable roll call votes, Board meeting full unedited zoom videos, full indemnification and in-person Board meetings starting with the scheduled December 3-4, 2022, Board meeting. . Please respond by November 30, 2022, by 12pm with ALL of my requested information.

Thanks for your cooperation,

Richard Louis Brown

Local 100 Board member

Inspire the Impossible 7437

408-207-2339

November 23, 2022 - 6TH REQUEST LOCAL 1000 BOARD OF DIRECTORS
.pdf
297.6kB

Richard Brown richard.brown7437@yahoo.com

To:jd.sandoval@live.com,moneyrodriguez@hotmail.com,rnavarrete23@yahoo.com,nancymartinez_6@hotmail.com,whitemamba.ev@gmail.com,ndavissey1000@aol.com,carolesey1000@gmail.com,Kjefferies08@gmail.com,ssa_dave04@hotmail.com,healykm@hotmail.com,yspyg14@gmail.com,Nicolesolvskoy@yahoo.com,mdlc056@gmail.com,MVartanian@sey1000.org,MSMRoy1976@gmail.com,mistyd elrosario3@hotmail.com,exctme@aol.com,delonnelj@gmail.com,trico60@hotmail.com,Davidrjohnson055@gmail.com,president.dlc788@gmail.com,ibarraruth@gmail.com,christinadlc751@gmail.com,CullenKral@gmail.com,ruthkiker@charter.net,dlc789pres@outlook.com,bigdtiggerds69@yahoo.com,musembi.rn@gmail.com,billhall95688@gmail.com,mariablaine39@gmail.com,cmsallen768@gmail.com,rise withlabor@gmail.com,thetay456@gmail.com,robertvega2013@gmail.com,MEMBERSFIRST@gmail.com,seyjack.dean@gmail.com,lat_jin@hotmail.com,van.nguyen_sey.local1000@outlook.com,angeliquems@aol.com,DLC764@outlook.com,cindydoyelunion@gmail.com,JEROME_WASH@sbcglobal.net,kcvwmom@yahoo.com,roncina@frontiernet.net,his_story1865@yahoo.com,rgilbert.sey1000@gmail.com,eric_murray03@msn.com,Irene Green,Andrew Vasicek,Anica Walls,Brad WillisHide

Cc:Anne Giese

Fri, Aug 12 at 9:01 PM

Good evening Board of Directors,

This email has several purposes in addition to my response to the Local 1000's email shown below that was sent to us this afternoon at 3:38 p.m.

1. I have asked on 4 prior occasions (June 7th, June 9th, June 10th and July 3rd of this year-see attached pdf) for copies of ALL financial records from February 27, 2022 through June 7, 2022 and these numerous requests have not been addressed nor answered. As a member of the Board of Directors, I am entitled to copies of all financial records. I am therefore requesting to inspect and make copies of all financial and accounting books and records that detail all Local 1000 spending for my requested time period. I am making this request pursuant to California Corporations Code Section 8333 for all financial information within a reasonable time not to exceed 14 days. I did NOT deny DLC 786 President, Theresa Taylor, her request in the fall of 2021 so I don't understand other than for my race that I am being denied my ability to participate in Local 1000 as an elected leader to serve our represented employees.

2. This legal request is my fifth request as a Local 1000 Board member and it appears that Local 1000 is retaliating against me while informing membership that I am the "outgoing" president while my HR1 and lawsuit matters are still not resolved. I am also asking for the fifth time for all future Board meetings have an option to attend in

person for Board members who want to attend in person. Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust while providing members with absolutely no transparency since there is no meeting notes or roll call votes for review. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. Signal Oil & Gas Co. v. Ashland Oil & Ref. Co., 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not! This will denial of my requests will not help build membership but only continue to encourage members to cancel their memberships.

3. I have also requested to be fully indemnified as required by law since I have acted in good faith while performing my duties as the Local 1000 President. Local 1000 and/or SEIU International should fully indemnify me pursuant to California Corporations Code § 5238. Under Corp. Code § 5238, a nonprofit corporation has the power to indemnify an agent of the corporation who is or may become a party to certain civil or criminal proceedings, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceedings. At the past illegal Board meeting, the Board voted to pay Board member, DLC 744 President, William Hall's attorney fees for Chris Katenzbach in excess of \$42,000 with no stipulations for Mr. Hall's lawsuit against me, Local 1000, and SEIU International. **The Board voted in this illegal meeting to pay the costs of an attorney that is suing our Union with our members' own money. I wonder if the Board will indemnify itself since the Board agreed to pay Mr. Hall's attorney to sue Local 1000.**

4. The email sent today regarding the HR1s filed against DLC 744 President, William Hall, along with the 3 Statewide Presidents, Irene Green, David Jimenez, and Anica Walls doesn't require a special closed door meeting nor does it meet the Local 1000 Policy File letter of the law regarding holding a BOD meeting for HR1s being filed against a member.

Please respond to this email by no later than by 4:00 p.m. on August 17, 2022, with my financial and in-person Board meeting requests.

Thanks,
Richard Louis Brown
Local 1000 Board member
Inspire the Impossible 7437
408-207-2339

PERB Received
01/13/23 16:06 PM

From: Richard Brown <richard.brown7437@yahoo.com>

To: jd.sandoval@live.com <jd.sandoval@live.com>; moneyrodriguez@hotmail.com <moneyrodriguez@hotmail.com>; rnavarrete23@yahoo.com <rnavarrete23@yahoo.com>; nancymartinez_6@hotmail.com <nancymartinez_6@hotmail.com>; whitemamba.ev@gmail.com <whitemamba.ev@gmail.com>; ndavisseiul000@aol.com <ndavisseiul000@aol.com>; caroleseiul000@gmail.com <caroleseiul000@gmail.com>; Kjefferies08@gmail.com <kjefferies08@gmail.com>; ssa_dave04@hotmail.com <ssa_dave04@hotmail.com>; healykm@hotmail.com <healykm@hotmail.com>; yspyg14@gmail.com <yspyg14@gmail.com>; Nicolesolovskoy@yahoo.com <nicolesolovskoy@yahoo.com>; mdlc056@gmail.com <mdlc056@gmail.com>; MVartanian@seiul000.org <mvtartanian@seiul000.org>; MSMRoy1976@gmail.com <msmroy1976@gmail.com>; mistydelrosario3@hotmail.com <mistydelrosario3@hotmail.com>; exctme@aol.com <exctme@aol.com>; delonnelj@gmail.com <delonnelj@gmail.com>; trico60@hotmail.com <trico60@hotmail.com>; Brad Willis <bwillis@seiul000.org>; Davidrjohnson055@gmail.com <davidrjohnson055@gmail.com>; president.dlc788@gmail.com <president.dlc788@gmail.com>; ibarraruth@gmail.com <ibarraruth@gmail.com>; christinadlc751@gmail.com <christinadlc751@gmail.com>; CullenKral@gmail.com <cullenkral@gmail.com>; ruthkiker@charter.net <ruthkiker@charter.net>; dlc789pres@outlook.com <dlc789pres@outlook.com>; Andrew Vasicek <andrewvasicek@gmail.com>; Susan Rodriguez <rodriguezusan@hotmail.com>; bigdtiggerds69@yahoo.com <bigdtiggerds69@yahoo.com>; musembi.rn@gmail.com <musembi.rn@gmail.com>; Irene Greene <ireneseiul000@gmail.com>; billhall95688@gmail.com <billhall95688@gmail.com>; Vanessa Seastrong <vseastrongseiul000@gmail.com>; mariablaine39@gmail.com <mariablaine39@gmail.com>; cmsallen768@gmail.com <cmsallen768@gmail.com>; risewithlabor@gmail.com <risewithlabor@gmail.com>; thetay456@gmail.com <thetay456@gmail.com>; robertvega2013@gmail.com <robertvega2013@gmail.com>; MEMBERSFIRST@gmail.com <membersfirst@gmail.com>; seiujack.dean@gmail.com <seiujack.dean@gmail.com>; lat_jin@hotmail.com <lat_jin@hotmail.com>; van.nguyen_seiu.local1000@outlook.com <van.nguyen_seiu.local1000@outlook.com>; angeliquems@aol.com <angeliquems@aol.com>; DLC764@outlook.com <dlc764@outlook.com>; cindyoyelunion@gmail.com <cindyoyelunion@gmail.com>; JEROME_WASH@sbcglobal.net <jerome_wash@sbcglobal.net>; kcvwmom@yahoo.com <kcvwmom@yahoo.com>; roncina@frontiernet.net <roncina@frontiernet.net>; his_story1865@yahoo.com <his_story1865@yahoo.com>; Anica Walls <awalls@seiul000.org>; rgilbert.seiul000@gmail.com <rgilbert.seiul000@gmail.com>; eric_murray03@msn.com <eric_murray03@msn.com>; Richard Brown <richard.brown7437@yahoo.com>

Cc: Anne Giese <agiese@seiul000.org>; info@kkcounsel.com <info@kkcounsel.com>; ckatzenbach@kkcounsel.com <ckatzenbach@kkcounsel.com>

Sent: Sunday, July 3, 2022, 11:55:01 AM PDT

Subject: Re: 3rd and Final Request-Courtesy email regarding the June 11-13, 2022 BOD meeting

Local 1000 Board Requests

July 3, 2022,

Good morning Local 1000 Board of Directors and Happy 4th of July weekend,

Please confirm receipt of this email.

Please see below my 3 prior requests regarding the recent Board meeting that was held by “zoom only” on June 11-13, 2022, in regards to attendance options for attending this Board meeting such as a “in person” option. This in person request was never answered.

Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be

present. *Signal Oil & Gas Co. v. Ashland Oil & Ref. Co.*, 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not!

In addition my request for copies of ALL financial records from February 27, 2022 through June 7, 2022, has also not been addressed nor answered. As a member of the Board of Directors I am entitled to copies of all financial records. I am requesting to inspect and make copies of all financial and accounting books and records that detail all Local 1000 spending for my requested time period. I am making this request pursuant to California Corporations Code section 8333 for all financial information within a reasonable time not to exceed 14 days. I first asked for this financial information on June 7, 2022. This financial information requested includes but is **not** limited to the information stated below.

1. Documents recording, documenting or relating to all political expenditures. This request should include SEIU International employees on loan to Local 1000.
2. Documents recording, documenting or relating to all expenditures for the Union Leave paid to members and Stewards who have participated in SEIU International agendas separated out as Union Leave for Members, Union Leave for Stewards.
3. Documents and filings or relating to any other costs associated with SEIU International.
4. Documents recording, documenting or relating to all expenditures for Union Leave for the Statewide Officers and Board of Directors for the period beginning February 27, 2022 and ending July 3, 2022.
5. Documents recording, documenting or relating to all expenditures for any and all payments, via check, payroll, or any other means, made payable to William Hall during the last 120 days.
6. Documents recording, documenting or relating to all expenditures for per capita payments to SEIU International and to SEIU California State Council over the last 6 months.
7. The general ledger reflecting all checks or electronic fund transfers drawn on union funds in the last 120 days.

I am also requesting all Board meeting notes regarding the agenda and all voter information regarding any changes to the Bylaws and to the Policy File per Civ. Code § 5210(a)(2).

Thank you,
Local 1000 Board of Director member
Richard Louis Brown
Inspire the Impossible 7437
408-207-2339

PERB Received
01/13/23 16:06 PM

From: [Richard Brown](#)

Sent: Friday, June 10, 2022 7:28 AM

To: [Richard Brown](#); [jd.sandoval@live.com](#); [moneyrodriguez@hotmail.com](#); [rnavarrete23@yahoo.com](#); [nancymartinez_6@hotmail.com](#); [whitemamba.ev@gmail.com](#); [ndavisseiul000@aol.com](#); [caroleseiul000@gmail.com](#); [Kjefferies08@gmail.com](#); [ssa_dave04@hotmail.com](#); [healykm@hotmail.com](#); [yspygl4@gmail.com](#); [Nicolesolovskoy@yahoo.com](#); [mdlc056@gmail.com](#); [MVaranian@seiul000.org](#); [MSMRoy1976@gmail.com](#); [mistydelrosario3@hotmail.com](#); [exctme@aol.com](#); [delonnelj@gmail.com](#); [trico60@hotmail.com](#); [Brad Willis](#); [Davidjohnson055@gmail.com](#); [president.dlc788@gmail.com](#); [ibarraruth@gmail.com](#); [christinadlc751@gmail.com](#); [CullenKral@gmail.com](#); [ruthkiker@charter.net](#); [dlc789pres@outlook.com](#); [Andrew Vasicek](#); [Susan Rodriguez](#); [bigdtiggerds69@yahoo.com](#); [musembi.rn@gmail.com](#); [Irene Greene](#); [billhall95688@gmail.com](#); [Vanessa Seastrong](#); [mariablaine39@gmail.com](#); [cmsallen768@gmail.com](#); [risewithlabor@gmail.com](#); [thetay456@gmail.com](#); [robertvega2013@gmail.com](#); [MEMBERSFIRST@gmail.com](#); [seiujack.dean@gmail.com](#); [lat_jin@hotmail.com](#); [van.nguyen_seiu.local1000@outlook.com](#); [angeliquems@aol.com](#); [DLC764@outlook.com](#); [cindydoyleunion@gmail.com](#); [JEROME WASH@sbcglobal.net](#); [kcvwmom@yahoo.com](#); [roncina@frontiernet.net](#); [his_story1865@yahoo.com](#); [Anica Walls](#); [rgilbert.seiu1000@gmail.com](#); [eric_murray03@msn.com](#)
Cc: [Anne Giese](#); [Attorney Rodney Diggs](#); [info@kkcounsel.com](#); [ckatzenbach@kkcounsel.com](#)

Subject: 3rd and Final Request-Courtesy email regarding the June 11-13, 2022 BOD meeting

3rd and Final Request-Courtesy email regarding the June 11-13, 2022, BOD meeting.

Good happy Friday morning Local 1000 Board of Directors, Chief Counsel-Anne Giese, and Chris Katzenbach,

This is my 3rd and final request for the scheduled June 11-13, 2022, Board of Directors' meeting (BOD) be a hybrid for attendance by either zoom or in person. Please see my emails below that I sent on June 7th and 9th, 2022, regarding the upcoming BOD in person attendance request and my other financial demands. DLC 744 President Bill Hall was able to see Governor Newsom last week so having an in-person zoom meeting should not be a problem. Please respond to this 3rd and final email by 4:00pm today.

DLC Presidents Jack Dean, Monica Rodriguez, and Nicole Solokvsky have affirmatively responded to my June 7, 2022, email to the BOD also requesting this upcoming BOD meeting also have the option of in person attendance.

By ignoring and refusing to respond to my 3rd and final email request Local 1000 is willfully refusing to allow BOD members their legal right to attend this BOD meeting in-person and the recognition of these members of the Board to speak, to address matters before the Board and to raise matters of privilege or procedure in this upcoming illegal BOD meeting. Prior illegal BOD meetings that have been held since February 27, 2022, have used the mute function to prevent directors from speaking, raising points of privilege or debating motions regarding a variety of issues such as the legalities of illegal "Chair" position being created without first being ratified by membership. Local 1000 has clearly and intentionally violated the provisions of the California Corporations Code that provide that the affairs of Local 1000 if not stipulated by its Bylaws and Policy File are under the direction of the California Corporation Code § 7210 and that teleconference and video meetings must be conducted in a way that allows all board members to see, hear and communicate with each other, and to propose or object to matters at the meeting per the California Corporation Code § 7211(a)(6). In addition Local 1000's Policy File is not being followed regarding: a) limit speakers to two minutes and precludes a speaker from speaking twice until other directors desiring to speak have been able to speak per Section 3.2.11(a), require a vote of the Board to cut off debate per Section 3.2.11(c)) and requires recognition of the board member on questions of privilege that prevent the member from effective participation in the meeting and

requires that the problem be addressed immediately per Section 3.2.12(a). Local 1000 is also violating Robert's Rules of Order governing the ability of members to make motions and debate.

Local 1000 Board of Directors are entitled to attend and vote at meetings per California Corporations Code Section 7211(a)(8) and (c). These rights include attending committee meetings in person and remotely per California Corporations Code Section 7211(d).

Denying Local 1000 Board of Directors the right to attend (in person or remotely) is simply just wrong and unjust. This denial will invalidate all actions taken at the meeting, even if a quorum of other directors would be present. *Signal Oil & Gas Co. v. Ashland Oil & Ref. Co.*, 49 Cal.2d 764, 782, 322 P.2d 1, 12 (1958). This will inflict irreparable injury on Local 1000's image to membership by preventing valid board action on pressing matters and will require Local 1000 to convene a new board meeting for violating California Corporations Codes whether intentional or not!

Again, please respond to this 3rd and final email by 4:00pm today regarding this entire email request and demands. I along with members plan to attend this BOD in person so members' votes/voices will no longer be ignored.

Thank you,
Richard Louis Brown
Local 1000 President
408-207-2339
Tell the Truth 7437

Richard Brown <richard.brown7437@yahoo.com>

To: RichardBrown,eric_murray03@msn.com,moneyrodriguez@hotmail.com,rnavarrete23@yahoo.com,nancymartinez_6@hotmail.com,whitemamba.ev@gmail.com,ndavisseiul000@aol.com,caroleseiul000@gmail.com,kjeferies08@gmail.com,richard.brown7437@yahoo.com,ssa_dave04@hotmail.com,healykm@hotmail.com,yspygl4@gmail.com,nicolesolovskoy@yahoo.com,mdlc056@gmail.com,mvartanian@seiul000.org,msmroy1976@gmail.com,mistydelrosario3@hotmail.com,exctme@aol.com,delonnelj@gmail.com,trico60@hotmail.com,BradWillis,davidrjohnson055@gmail.com,president.dlc788@gmail.com,ibarraruth@gmail.com,christinadlc751@gmail.com,cullenkral@gmail.com,ruthkiker@charter.net,dlc789pres@outlook.com,Andrew Vasicek,SusanRodriguez,bigdtiggerds69@yahoo.com,IreneGreene,musembi.rn@gmail.com,billhall95688@gmail.com,VanessaSeastrong,mariablaine39@gmail.com,cmsallen768@gmail.com,risewithlabor@gmail.com,thetay456@gmail.com,robertvega2013@gmail.com,e@sbcglobal.net,membersfirst@gmail.com,seiujack.dean@gmail.com,lat_jin@hotmail.com,van.nguyen_seiu.local1000@outlook.com,angeliquems@aol.com,dlc764@outlook.com,cindydoeyelunion@gmail.com,jerome_wash@sbcglobal.net,rwake61@yahoo.com,roncina@frontiernet.net,kcvwmom@yahoo.com,his_story1865@yahoo.com,Anica Walls,rgilbert.seiul000@gmail.com,jd.sandoval@live.com
Cc: Anne Giese,Attorney Rodney Diggs,info@kkcounsel.com

Thu, Jun 9 at 8:00 AM

Good morning Local 1000 Board of Directors, Chief Counsel-Anne Giese, and Chris Katzenbach,

This is my 2nd request for the scheduled June 11-13, 2022, Board of Directors' meeting (BOD) be a hybrid for attendance by either zoom or in person. Please see my email below that I sent on June 7, 2022, regarding the upcoming BOD in person attendance request and my other financial demands. Please respond to this email by 4:00pm today.

DLC Presidents Jack Dean and Monica Rodriguez have affirmatively responded to my June 7, 2022, email to the BOD also requesting this upcoming BOD meeting also have the option of in person attendance.

Again, please respond by 4:00pm today regarding this entire email request and demands. I along with members plan to attend this BOD in person so members' vote will no longer be ignored.

Thank you,
Richard Louis Brown
Local 1000 President
408-207-2339
Tell the Truth 7437

Richard Brown <richard.brown7437@yahoo.com>

To: Richard.brown7437@yahoo.com,msmroy1976@gmail.com,caroleseiu1000@gmail.com,yspygl4@gmail.com,e@sbcglobal.net,nancymartinez_6@hotmail.com,moneyrodriguez@hotmail.com,angeliquems@aol.com,cmallen768@gmail.com,exctme@aol.com,Nicolesolovskoy@yahoo.com,Dlc789pres@outlook.com,seiujack.dean@gmail.com,robertvega2013@gmail.com,eric_murray03@msn.com,MVartanian@SEIU1000.org,mdlc056@gmail.com,Davidrjohnson055@gmail.com,delonnelj@gmail.com,jd.sandoval@live.com,van.nguyen_seiu.local1000@outlook.com,CullenKral@gmail.com,ibarraruth@gmail.com,president.dlc788@gmail.com,ssa_dave04@hotmail.com,ndavisseiu1000@aol.com,lat_jin@hotmail.com,whitemamba.ev@gmail.com,musembi.rn@gmail.com,rgilbert.seiu1000@gmail.com,mariablaine39@gmail.com,membersfirst@gmail.com,his_story1865@yahoo.com,mistydelrosario3@hotmail.com,risewithlabor@gmail.com,billhall95688@gmail.com,rnavarrete23@yahoo.com,Jerome_wash@sbcglobal.net,christinadlc751@gmail.com,healykm@hotmail.com,bigdtiggerds69@yahoo.com,DLC764@outlook.com,rwake61@yahoo.com,trico60@hotmail.com,thetay456@gmail.com,CindyDoyelUnion@gmail.com,roncina@frontiernet.net,kerricriley@icloud.com,kjefferies08@gmail.com,AnicaWalls,Vanessa Seastrong,Andrew Vasicek,Irene Greene,Brad Willis,ruthkiker@charter.net,Susan Rodriguez,kcvwmom@yahoo.comHide

Cc: Chris Katzenbach, Anne Giese, Attorney Rodney Diggs

Tue, Jun 7 at 9:27 PM

June 7, 2022

To the Local 1000 Board of Directors,

This **courtesy** email is to inform and provide Local 1000 the golden opportunity to **"Tell the Truth"** and do what is legally right for the first time in months. I am informing the Local 1000 Board of Directors that the upcoming illegal Board of Directors' meeting scheduled for June 11-13, 2022, called by DLC 744 President William (Billy) Hall is improper and any actions taken from these illegal meetings are invalid. All Board meetings that have been held since February 27, 2022, are truly improper and invalid since the 3 Statewide VPs have retaliated against me for having their duties suspended on February 25, 2022, by quickly suspending me on February 27, 2022. Only the Local 1000 President can call BOD meetings!

Our Local 1000 Chief Counsel, Anne Giese, is well aware of the improperness of these illegal BOD meetings that have been held since February 27, 2022.

It is well known that DLC 744 President William (Billy) Hall has a lawsuit against me regarding his need for me to acknowledge his illegal and improper BOD meeting that he held on Oct 16-17, 2021, at the California Democratic Headquarters. I will be traveling as scheduled to worksites in the immediate future and I look forward to meeting everyone in DLC 744 President's DLC. Therefore I am demanding that Local 1000 furnish

me along with the entire BOD ALL financials from February 27, 2022, to June 7, 2022. These financials will determine if the DLC 744 President is actually paying his personal attorney, Chris Katzenbach at (415) 834-1778, without using Local 1000 members' money plus ensure that VP Anica Walls' personal HR1 attorney is also not being paid by members' money. I also need the financial documentation that DLC 744 President has entered with Chris Katzenbach that states Local 1000 will pay Mr. Katzenbach in the future regarding any work associated with Local 1000.

I am also informing the BOD that for many different reasons but the primarily reason is regarding communication at these illegal BOD meetings so we must allow directors to attend in person. Certain BOD members have been bullied, ignored, silenced, or muted while trying to speak about important issues during these illegal BOD meetings, so I am informing everyone that this upcoming illegal BOD meeting must be held either by zoom or in person aka by hybrid depending on the Director's prerogative. I am also informing the BOD that directors are allowed to attend and participate whether they registered or not.

In summary I am sending this email to provide Local 1000 the golden opportunity to **"Tell the Truth"** and resolve these issues without being dismissive of this email because I believe that the California Corporations Code is being strongly violated if directors are not allowed to attend in person, having to register to attend, and not being given the opportunity to speak without facing hostility so any actions taken at this upcoming BOD meeting will be invalid with possible legal action taken in the future if these issues are not resolved prior to this illegal BOD meeting.

Please respond by June 8, 2022, by 4pm on all of these important issues I am raising and demanding. I can always be contacted at 408-207-2339.

Sincerely,

RICHARD LOUIS BROWN
President, SEIU Local 1000

Jack Dean <seiujack.dean@gmail.com>

To: Richard Brown

Cc: Andrew Vasicek, Anica Walls, Anne Giese, Attorney Rodney Diggs, Brad Willis, Chris Katzenbach, CindyDoyelUnion@gmail.com, CullenKral@gmail.com, DLC764@outlook.com, Davidrjohnson055@gmail.com, Dlc789pres@outlook.com, Irene Greene, Jerome_wash@sbcglobal.net, MVartanian@SEIU1000.org, Nicolesolovskoy@yahoo.com, Susan Rodriguez, Vanessa Seastrong, angeliquems@aol.com, bigdtiggerds69@yahoo.com, billhall95688@gmail.com, caroleseiu1000@gmail.com, christinadlc751@gmail.com, cmsallen768@gmail.com, delonnelj@gmail.com, e@sbcglobal.net, eric_murray03@msn.com, exctme@aol.com, healykm@hotmail.com, his_story1865@yahoo.com, ibarraruth@gmail.com, j.d.sandoval@live.com, kcvwmom@yahoo.com, kerri criley@icloud.com, kjefferies08@gmail.com, lat_jin@hotmail.com, mariablaine39@gmail.com, mdlc056@gmail.com, membersfirst@gmail.com, mistydelrosario3@hotmail.com, moneyrodriguez@hotmail.com, msmroy1976@gmail.com, musembi.rn@gmail.com, nancymartinez_6@hotmail.com, ndavisseiu1000@aol.com, president.dlc788@gmail.com, rgilbert.seiu1000@gmail.com, risewithlabor@gmail.com, rnavarrete23@yahoo.com, robertvega2013@gmail.com, roncina@frontiernet.net, ruthkiker@charter.net, rwake61@yahoo.com, ssa_dave04@hotmail.com, thetay456@gmail.com, trico60@hotmail.com, van.nguyen_seiu.local1000@outlook.com, whitemamba.ev@gmail.com, yspyg14@gmail.com

PERB Received
01/13/23 16:06 PM

Tue, Jun 7 at 9:59 PM

Good evening,

I agree with President Brown's points on the recent BOD meetings and the communication issues. I am formally requesting that this meeting be held in person so all DLC's and all members can have a voice in our Union.

Respectfully,

Jack Dean
DLC 792 President

EXHIBIT I - Racist "Coon" Caricatures

PERB Received
01/13/23 16:06 PM



State Employees

Jonah Paul · 45m ·



This was sent to me from the dark web meme stash and made me chuckle. Sometimes you just have to laugh. Hope we can turn this situation around in the new year and get to the difficult work of organizing for a good contract.



Like



Comment



Share



2



EXHIBIT J-Warning Letters



Telephone: (916) 554-1279
Facsimile: (916) 554-1292

VIA CERTIFIED MAIL
With Return Receipt Requested
7011 2970 0000 0785 6449

September 13, 2021

William Hall
President DLC 744
4479 Rolling Hills Ln
Vacaville, CA 95688-9533

RICHARD
LOUIS BROWN
President

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
Vice President for Bargaining

**RE: PETITION DEMAND FOR THE PRESIDENT TO CALL A
SPECIAL MEETING OF THE BOARD FOR PROPOSED
AGENDA ITEMS**

Dear Mr. Hall.

On September 7, 2021, SEIU Local 1000 received your proposed agenda items for your requested special board meeting pursuant to Section 3.2.00(b)(1) of the Policy File. While the letter was addressed to Robert L Brown—we take that to be an error and intended for Richard Louis Brown. Your letter refers to Exhibit 1, which is supposed to attach the Board member affirmations for this request and related to the attached agenda items. Unfortunately, those affirmations were not attached. SEIU Local 1000 cannot speculate on which Board members approved the request for a meeting on these specific items. The Policy File requires the following:

- (b) Upon petition by a majority of the Local 1000 Board of Directors members, the President shall call a special meeting of the Board.
- (1) Such petition shall contain the following information:
 - (i) The specific issue(s) for the proposed agenda and the circumstance(s) or reason(s) such issue(s) cannot reasonably be dealt with at the next regularly scheduled Board meeting;
 - (ii) The potential damage or loss to the Local or its members which is likely to occur if such issue(s) are not resolved at the meeting proposed by the petition;

Thank you for your attention to this letter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Anne M. Giese".

ANNE M. GIESE

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org



VIA CERTIFIED MAIL
With Return Receipt Requested
7019 0140 0001 0649 6268

September 27, 2021

William Hall
President DLC 744
4479 Rolling Hills Ln
Vacaville, CA 95688-9533

RICHARD
LOUIS BROWN
President

**RE: PETITION DEMAND FOR THE PRESIDENT TO CALL A
SPECIAL MEETING OF THE BOARD FOR PROPOSED AGENDA**

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

Dear Mr. Hall.

ANICA WALLS
Vice President for
Organizing/Representation

On September 23, 2021, I received your requested special board meeting pursuant to Section 3.2.00(b)(1) of the Policy File. I have found your petition to be out of order. It is deficient in a number of areas:

IRENE GREEN
Vice President for Bargaining

First, Exhibit 1 is purported to be a list of board members that support a special board meeting; however, it is invalid. One of the listed proponents of the items, Beth Bartel, is no longer a board member. This means that you are accounting for votes that are in fact invalid. This gives rise to the assumption that there are more votes being counted that are invalid. It is in the best interest of the organization that the union does an independent investigation into the validity of each board member's position on your petition.

Additionally, DLC President Jerome Washington's name was removed from the list provided in Exhibit 1 following the August 24, 2021 petition but prior to your most recent petition, further undermining the validity of any supposed majority.

Second, in its current form, the demand was not submitted to myself for consideration 24 hours prior to its circulation for signatures as required in Policy File section 3.2.00(b)(2).

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

Therefore, I will not be calling a special meeting pursuant to your request I received on September 23, 2021.

Thank you for your attention to this letter.

Sincerely,

1808 14th Street
Sacramento, CA 95811

A handwritten signature in blue ink that reads "Richard Louis Brown 7437". The signature is written in a cursive, flowing style.

866.471.SEIU (7348)
www.seiu1000.org

RICHARD LOUIS BROWN
President, SEIU Local 1000

PERB Received
01/13/23 16:06 PM

SERVICE EMPLOYEES
INTERNATIONAL UNION

1808 14TH STREET
SACRAMENTO, CA 95811

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☐ Adult Signature Restricted Delivery \$ _____

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for instructions

William Hall
President DLC 744
4479 Rolling Hills Ln
Vacaville, CA 95688-9533

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>William Hall President DLC 744 4479 Rolling Hills Ln Vacaville, CA 95688-9533</p> <p>2. Article Number (Transfer from service label)</p> <p>7019 0140 0001 0649 6268</p>	<p>A. Signature</p> <p>X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery</p>	<p><input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Registered Mail™</p> <p><input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Signature Confirmation Restricted Delivery</p>



PERB Received
01/13/23 16:06 PM

EXHIBIT J-page 3

With Return Receipt Requested

October 7, 2021

William Hall
President DLC 744
4479 Rolling Hills Ln
Vacaville, CA 95688-9533

RICHARD
LOUIS BROWN
President

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
Vice President for Bargaining

RE: IMPROPER ATTEMPT TO HOLD SPECIAL MEETING OF THE BOARD WITHOUT THE PRESIDENT'S ACTION

Dear Mr. Hall,

On September 28, 2021, I received your email attempting to notify the SEIU Local 1000 Board members of your ad hoc and improper special board meeting on October 16-17, 2021.

California Corporation Code Section 7211(a) states in relevant part that the bylaws govern when it comes to meetings of the board. Pursuant to Section 3.2.00 of the Policy File only the President may call for a Board meeting. Since your petition goes against the Policy File (and the bylaws) and therefore against the Corporation Code, I have found your petitions to be out of order and deficient. These petitions are further deficient on their face given the fact that a former DLC President misrepresented herself as a current president of her DLC in some of your petitions. In addition, proposals submitted to the board that called for approval of an emergency BOD meeting have been amended and changes have been made to the BOD since the vote. Your attempt to hold a Board meeting is unauthorized. Any actions you attempt to take will be out of order and therefore null and void.

Any Board member who attempts to attend or support this Board meeting will be subject to disciplinary action including suspension for undermining the Union by imposing an immediate threat to the welfare of Local 1000 (Policy File 9.0.01 (j) (k) Intentional disrupting the orderly conduct of an official meeting and 9.0.03 Suspension of Member). Furthermore, action may be taken with the Superior Court to remove any such member from their position pursuant to California Corporation Code Section 12363 and other California Corporation Codes, which hold in part that the Superior Court has authority to remove any director for fraudulent or dishonest acts or gross abuse of authority or discretion with reference to the corporation. This illicitly proposed attempt at a meeting circumventing the correct organizational processes and the underlying improperly proposed policy file and bylaws changes are clearly evidence of violations of said code prosecutable to the furthest extent of the law.

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org



Thank you for your attention to this letter.

Sincerely,


RICHARD LOUIS BROWN
President, SEIU Local 1000

cc: SEIU Local 1000 Board of Directors



November 7, 2021

William Hall,
President DLC 744
4479 Rolling Hills Ln
Vacaville, CA 95688-9533

RE: **IMPROPER REQUEST TO IMPLEMENT AMENDMENTS FROM
IMPROPER AND OUT OF ORDER BOARD MEETING WITHOUT
THE PRESIDENT'S ACTION TO CALL A BOARD MEETING**

RICHARD
LOUIS BROWN
President

Dear Mr. Hall,

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

I have received your letter dated October 28, 2021. While I look forward to receiving the documents you refer to in your letter, I do not accept the representations made in your letter, and do not recognize the actions you claim were taken as being valid. There were numerous irregularities and improprieties in the process leading to the meeting and the conduct of the meeting itself. It was not a valid Board meeting and the actions purportedly taken at that meeting were (for those reasons and others) invalid. While the veil of secrecy surrounding the out of order meeting has not yet been lifted, the information that has escaped makes it clear that the meeting was not properly called, noticed, or conducted pursuant to the SEIU Local 1000 Bylaws and Policy File.

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
Vice President for Bargaining

The actions taken by a minority of the members of the Board, at a gathering that was not a valid meeting of the SEIU Local 1000 Board and therefore is not effective to amend the Bylaws and Policy File nor overcome the decision of the membership when it elected me President with all of the responsibilities and authority of the position. Any actions aided by legal advice from SEIU International will further violate this invalid meeting.

As you have presented literally no evidence supporting the position that ANY changes were validly made at the October 16th and 17th gathering it is not logical for you to expect me to simply accept your representations. Please submit any information to me for my review no later than December 7, 2021, and I will respond within 30 days once I have had the opportunity to review such information.

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

Sincerely,

A handwritten signature in blue ink that reads "Richard Louis Brown". The signature is written in a cursive, flowing style.

RICHARD LOUIS BROWN
President, SEIU Local 1000

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org

Exhibit JA-California Corporations Codes

1. California Code, Corporations Code - CORP § 309

(a) A director shall perform the duties of a director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and its shareholders and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

(1) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented.

(2) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence.

(3) A committee of the board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence, so long as, in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

(c) A person who performs the duties of a director in accordance with subdivisions (a) and (b) shall have no liability based upon any alleged failure to discharge the person's obligations as a director. In addition, the liability of a director for monetary damages may be eliminated or limited in a corporation's articles to the extent provided in paragraph (10) of subdivision (a) of Section 204.

(Amended by Stats. 1987, Ch. 1203, Sec. 2. Effective September 27, 1987.)

2. California Code, Corporations Code - CORP § 317

(a) For the purposes of this section, "agent" means any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of the predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under subdivision (d) or paragraph (4) of subdivision (e).

(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor) by reason of the fact that the

person is or was an agent of the corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if that person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was an agent of the corporation, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of the action if the person acted in good faith, in a manner the person believed to be in the best interests of the corporation and its shareholders.

No indemnification shall be made under this subdivision for any of the following:

(1) In respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to the corporation in the performance of that person's duty to the corporation and its shareholders, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for expenses and then only to the extent that the court shall determine.

(2) Of amounts paid in settling or otherwise disposing of a pending action without court approval.

(3) Of expenses incurred in defending a pending action which is settled or otherwise disposed of without court approval.

(d) To the extent that an agent of a corporation has been successful on the merits in defense of any proceeding referred to in subdivision (b) or (c) or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

(e) Except as provided in subdivision (d), any indemnification under this section shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subdivision (b) or (c), by any of the following:

(1) A majority vote of a quorum consisting of directors who are not parties to such proceeding.

(2) If such a quorum of directors is not obtainable, by independent legal counsel in a written opinion.

(3) Approval of the shareholders ([Section 153](#)), with the shares owned by the person to be indemnified not being entitled to vote thereon.

(4) The court in which the proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney or other person is opposed by the corporation.

(f) Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay that amount if it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this section. The provisions of [subdivision \(a\) of Section 315](#) do not apply to advances made pursuant to this subdivision.

(g) The indemnification authorized by this section shall not be deemed exclusive of any additional rights to indemnification for breach of duty to the corporation and its shareholders while acting in the capacity of a director or officer of the corporation to the extent the additional rights to indemnification are authorized in an article provision adopted pursuant to paragraph (11) of [subdivision \(a\) of Section 204](#) . The indemnification provided by this section for acts, omissions, or transactions while acting in the capacity of, or while serving as, a director or officer of the corporation but not involving breach of duty to the corporation and its shareholders shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, to the extent the additional rights to indemnification are authorized in the articles of the corporation. An article provision authorizing indemnification "in excess of that otherwise permitted by [Section 317](#) " or "to the fullest extent permissible under California law" or the substantial equivalent thereof shall be construed to be both a provision for additional indemnification for breach of duty to the corporation and its shareholders as referred to in, and with the limitations required by, paragraph (11) of [subdivision \(a\) of Section 204](#) and a provision for additional indemnification as referred to in the second sentence of this subdivision. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person. Nothing contained in this section shall affect any right to indemnification to which persons other than the directors and officers may be entitled by contract or otherwise.

(h) No indemnification or advance shall be made under this section, except as provided in subdivision (d) or paragraph (4) of subdivision (e), in any circumstance where it appears:

(1) That it would be inconsistent with a provision of the articles, bylaws, a resolution of the shareholders, or an agreement in effect at the time of the accrual of the alleged

cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification.

(2) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(i) A corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against that liability under this section. The fact that a corporation owns all or a portion of the shares of the company issuing a policy of insurance shall not render this subdivision inapplicable if either of the following conditions are satisfied: (1) if the articles authorize indemnification in excess of that authorized in this section and the insurance provided by this subdivision is limited as indemnification is required to be limited by paragraph (11) of [subdivision \(a\) of Section 204](#) ; or (2)(A) the company issuing the insurance policy is organized, licensed, and operated in a manner that complies with the insurance laws and regulations applicable to its jurisdiction of organization, (B) the company issuing the policy provides procedures for processing claims that do not permit that company to be subject to the direct control of the corporation that purchased that policy, and (C) the policy issued provides for some manner of risk sharing between the issuer and purchaser of the policy, on one hand, and some unaffiliated person or persons, on the other, such as by providing for more than one unaffiliated owner of the company issuing the policy or by providing that a portion of the coverage furnished will be obtained from some unaffiliated insurer or reinsurer.

(j) This section does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though the person may also be an agent as defined in subdivision (a) of the employer corporation. A corporation shall have power to indemnify such a trustee, investment manager, or other fiduciary to the extent permitted by [subdivision \(f\) of Section 207](#) .

3. California Code, Corporations Code - CORP § 5213

(a) A corporation shall have (1) a chair of the board, who may be given the title chair, chairperson, chairman, chairwoman, chair of the board, chairperson of the board, chairman of the board, or chairwoman of the board, or a president or both, (2) a secretary, (3) a treasurer or a chief financial officer or both, and (4) any other officers with any titles and duties as shall be stated in the bylaws or determined by the board and as may be necessary to enable it to sign instruments. The president, or if there is no president the chair of the board, is the general manager and chief executive officer of the corporation, unless otherwise provided in the articles or bylaws. Unless otherwise specified in the articles or the bylaws, if there is no chief financial officer, the treasurer is the chief financial officer of the corporation. Any number of offices may be held by the same person unless the articles or bylaws provide otherwise, except that no person serving as the secretary, the treasurer, or the chief financial officer may serve concurrently as the president or chair of the board. Any compensation of the president

or chief executive officer and the chief financial officer or treasurer shall be determined in accordance with [subdivision \(g\) of Section 12586 of the Government Code](#) , if applicable.

(b) Except as otherwise provided by the articles or bylaws, officers shall be chosen by the board and serve at the pleasure of the board, subject to the rights, if any, of an officer under any contract of employment. Any officer may resign at any time upon written notice to the corporation without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

(c) If the articles or bylaws provide for the election of any officers by the members, the term of office of the elected officer shall be one year unless the articles or bylaws provide for a different term which shall not exceed three years.

4. California Code, Corporations Code - CORP § 5231

(a) A director shall perform the duties of a director, including duties as a member of any committee of the board upon which the director may serve, in good faith, in a manner that director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

(b) In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(1) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;

(2) Counsel, independent accountants or other persons as to matters which the director believes to be within that person's professional or expert competence; or

(3) A committee upon which the director does not serve that is composed exclusively of any or any combination of directors, persons described in paragraph (1), or persons described in paragraph (2), as to matters within the committee's designated authority, which committee the director believes to merit confidence, so long as, in any case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause that reliance to be unwarranted.

(c) Except as provided in Section 5233, a person who performs the duties of a director in accordance with subdivisions (a) and (b) shall have no liability based upon any alleged failure to discharge the person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which a corporation, or assets held by it, are dedicated.

(Amended by Stats. 2009, Ch. 631, Sec. 14. (AB 1233) Effective January 1, 2010.)

5. California Code, Corporations Code - CORP § 5233

(a) Except as provided in subdivision (b), for the purpose of this section, a self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest and which does not meet the requirements of paragraph (1), (2), or (3) of subdivision (d). Such a director is an "interested director" for the purpose of this section.

(b) The provisions of this section do not apply to any of the following:

(1) An action of the board fixing the compensation of a director as a director or officer of the corporation.

(2) A transaction which is part of a public or charitable program of the corporation if it: (i) is approved or authorized by the corporation in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the public or charitable program.

(3) A transaction, of which the interested director or directors have no actual knowledge, and which does not exceed the lesser of 1 percent of the gross receipts of the corporation for the preceding fiscal year or one hundred thousand dollars (\$100,000).

(c) The Attorney General or, if the Attorney General is joined as an indispensable party, any of the following may bring an action in the superior court of the proper county for the remedies specified in subdivision (h):

(1) The corporation, or a member asserting the right in the name of the corporation pursuant to Section 5710.

(2) A director of the corporation.

(3) An officer of the corporation.

(4) Any person granted relator status by the Attorney General.

(d) In any action brought under subdivision (c) the remedies specified in subdivision (h) shall not be granted if:

(1) The Attorney General, or the court in an action in which the Attorney General is an indispensable party, has approved the transaction before or after it was consummated; or

(2) The following facts are established:

(A) The corporation entered into the transaction for its own benefit;

(B) The transaction was fair and reasonable as to the corporation at the time the corporation entered into the transaction;

(C) Prior to consummating the transaction or any part thereof the board authorized or approved the transaction in good faith by a vote of a majority of the directors then in office without counting the vote of the interested director or directors, and with knowledge of the material facts concerning the transaction and the director's interest in the transaction. Except as provided in paragraph (3) of this subdivision, action by a committee of the board shall not satisfy this paragraph; and

(D) (i) Prior to authorizing or approving the transaction the board considered and in good faith determined after reasonable investigation under the circumstances that the corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances or (ii) the corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances; or

(3) The following facts are established:

(A) A committee or person authorized by the board approved the transaction in a manner consistent with the standards set forth in paragraph (2) of this subdivision;

(B) It was not reasonably practicable to obtain approval of the board prior to entering into the transaction; and

(C) The board, after determining in good faith that the conditions of subparagraphs (A) and (B) of this paragraph were satisfied, ratified the transaction at its next meeting by a vote of the majority of the directors then in office without counting the vote of the interested director or directors.

(e) Except as provided in subdivision (f), an action under subdivision (c) must be filed within two years after written notice setting forth the material facts of the transaction and the director's interest in the transaction is filed with the Attorney General in accordance with such regulations, if any, as the Attorney General may adopt or, if no such notice is filed, within three years after the transaction occurred, except for the Attorney General, who shall have 10 years after the transaction occurred within which to file an action.

(f) In any action for breach of an obligation of the corporation owed to an interested director, where the obligation arises from a self-dealing transaction which has not been approved as provided in subdivision (d), the court may, by way of offset only, make any order authorized by subdivision (h), notwithstanding the expiration of the applicable period specified in subdivision (e).

(g) Interested directors may be counted in determining the presence of a quorum at a meeting of the board which authorizes, approves or ratifies a contract or transaction.

(h) If a self-dealing transaction has taken place, the interested director or directors shall do such things and pay such damages as in the discretion of the court will provide an equitable and fair remedy to the corporation, taking into account any benefit received by the corporation and whether the interested director or directors acted in good faith and with intent to further the best interest of the corporation. Without limiting the generality of the foregoing, the court may order the director to do any or all of the following:

(1) Account for any profits made from such transaction, and pay them to the corporation;

(2) Pay the corporation the value of the use of any of its property used in such transaction; and

(3) Return or replace any property lost to the corporation as a result of such transaction, together with any income or appreciation lost to the corporation by reason of such transaction, or account for any proceeds of sale of such property, and pay the proceeds to the corporation together with interest at the legal rate. The court may award prejudgment interest to the extent allowed in Section 3287 or 3288 of the Civil Code. In addition, the court may, in its discretion, grant exemplary damages for a fraudulent or malicious violation of this section.

(Amended by Stats. 1981, Ch. 587, Sec. 7.)

6. California Code, Corporations Code - CORP § 5238

(a) For the purposes of this section, "agent" means any person who is or was a director, officer, employee or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a foreign or domestic corporation that was a predecessor corporation of the corporation or of another enterprise at the request of the predecessor corporation; "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under subdivision (d) or paragraph (3) of subdivision (e).

(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under [Section 5233](#), or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that the person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the corporation and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation, or brought under [Section 5233](#), or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that the person is or was an agent of the corporation, against expenses actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith, in a manner the person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this subdivision:

(1) In respect of any claim, issue or matter as to which the person shall have been adjudged to be liable to the corporation in the performance of the person's duty to the corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of

the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(2) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(3) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

(d) To the extent that an agent of a corporation has been successful on the merits in defense of any proceeding referred to in subdivision (b) or (c) or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

(e) Except as provided in subdivision (d), any indemnification under this section shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subdivision (b) or (c), by:

(1) A majority vote of a quorum consisting of directors who are not parties to the proceeding;

(2) Approval of the members ([Section 5034](#)), with the persons to be indemnified not being entitled to vote thereon; or

(3) The court in which the proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by the corporation.

(f) Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay the amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this section. The provisions of [subdivision \(a\) of Section 5236](#) do not apply to advances made pursuant to this subdivision.

(g) No provision made by a corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the articles, bylaws, a resolution of members or directors, an agreement or otherwise, shall be valid unless consistent with this section. Nothing contained in this section shall affect any right to indemnification to which persons other than the directors and officers may be entitled by contract or otherwise.

(h) No indemnification or advance shall be made under this section, except as provided in subdivision (d) or paragraph (3) of subdivision (e), in any circumstance where it appears:

(1) That it would be inconsistent with a provision of the articles, bylaws, a resolution of the members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(2) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(i) A corporation shall have power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against that liability under the provisions of this section; provided, however, that a corporation shall have no power to purchase and maintain that insurance to indemnify any agent of the corporation for a violation of [Section 5233](#) .

(j) This section does not apply to any proceeding against any trustee, investment manager, or other fiduciary of a pension, deferred compensation, saving, thrift, or other retirement, incentive, or benefit plan, trust, or provision for any or all of the corporation's directors, officers, employees, and persons providing services to the corporation or any of its subsidiary or related or affiliated corporations, in that person's capacity as such, even though the person may also be an agent as defined in subdivision (a) of the employer corporation. A corporation shall have power to indemnify the trustee, investment manager or other fiduciary to the extent permitted by [subdivision \(f\) of Section 5140](#)

7. California Code, Corporations Code - CORP § 7132

(a) The articles of incorporation may set forth any or all of the following provisions, which shall not be effective unless expressly provided in the articles:

(1) A provision limiting the duration of the corporation's existence to a specified date.

(2) A provision conferring upon the holders of any evidences of indebtedness, issued or to be issued by a corporation the right to vote in the election of directors and on any other matters on which members may vote under this part even if the corporation does not have members.

(3) A provision conferring upon members the right to determine the consideration for which memberships shall be issued.

(4) In the case of a subordinate corporation instituted or created under the authority of a head organization, a provision setting forth either or both of the following:

(A) That the subordinate corporation shall dissolve whenever its charter is surrendered to, taken away by, or revoked by the head organization granting it.

(B) That in the event of its dissolution pursuant to an article provision allowed by subparagraph (A) or in the event of its dissolution for any reason, any assets of the

corporation after compliance with the applicable provisions of Chapters 15 (commencing with [Section 8510](#)), 16 (commencing with [Section 8610](#)), and 17 (commencing with [Section 8710](#)) shall be distributed to the head organization.

(b) Nothing contained in subdivision (a) shall affect the enforceability, as between the parties thereto, of any lawful agreement not otherwise contrary to public policy.

(c) The articles of incorporation may set forth any or all of the following provisions:

(1) The names and addresses of the persons appointed to act as initial directors.

(2) Provisions concerning the transfer of memberships, in accordance with [Section 7320](#) .

(3) The classes of members, if any, and if there are two or more classes, the rights, privileges, preferences, restrictions and conditions attaching to each class.

(4) A provision which would allow any member to have more or less than one vote in any election or other matter presented to the members for a vote.

(5) A provision that requires an amendment to the articles, as provided in [subdivision \(a\) of Section 7812](#) , or to the bylaws, and any amendment or repeal of that amendment, to be approved in writing by a specified person or persons other than the board or the members. However, this approval requirement, unless the articles specify otherwise, shall not apply if any of the following circumstances exist:

(A) The specified person or persons have died or ceased to exist.

(B) If the right of the specified person or persons to approve is in the capacity of an officer, trustee, or other status and the office, trust, or status has ceased to exist.

(C) If the corporation has a specific proposal for amendment or repeal, and the corporation has provided written notice of that proposal, including a copy of the proposal, to the specified person or persons at the most recent address for each of them, based on the corporation's records, and the corporation has not received written approval or nonapproval within the period specified in the notice, which shall not be less than 10 nor more than 30 days commencing at least 20 days after the notice has been provided.

(6) Any other provision, not in conflict with law, for the management of the activities and for the conduct of the affairs of the corporation, including any provision which is required or permitted by this part to be stated in the bylaws.

8. California Code, Corporations Code - CORP § 7150

(a) Except as provided in subdivision (c) and [Sections 7151 , 7220 , 7224 , 7512 , 7613 , and 7615](#) , bylaws may be adopted, amended or repealed by the board unless the action would:

- (1) Materially and adversely affect the rights of members as to voting, dissolution, redemption, or transfer;
- (2) Increase or decrease the number of members authorized in total or for any class;
- (3) Effect an exchange, reclassification or cancellation of all or part of the memberships; or
- (4) Authorize a new class of membership.

(b) Bylaws may be adopted, amended or repealed by approval of the members ([Section 5034](#)); provided, however, that such adoption, amendment or repeal also requires approval by the members of a class if such action would:

- (1) Materially and adversely affect the rights, privileges, preferences, restrictions or conditions of that class as to voting, dissolution, redemption, or transfer in a manner different than such action affects another class;
- (2) Materially and adversely affect such class as to voting, dissolution, redemption, or transfer by changing the rights, privileges, preferences, restrictions or conditions of another class;
- (3) Increase or decrease the number of memberships authorized for such class;
- (4) Increase the number of memberships authorized for another class;
- (5) Effect an exchange, reclassification or cancellation of all or part of the memberships of such class; or
- (6) Authorize a new class of memberships.

(c) The articles or bylaws may restrict or eliminate the power of the board to adopt, amend or repeal any or all bylaws, subject to [subdivision \(e\) of Section 7151](#) .

(d) Bylaws may also provide that the repeal or amendment of those bylaws, or the repeal or amendment of specified portions of those bylaws, may occur only with the approval in writing of a specified person or persons other than the board or members. However, this approval requirement, unless the bylaws specify otherwise, shall not apply if any of the following circumstances exist:

- (1) The specified person or persons have died or ceased to exist.

(2) If the right of the specified person or persons to approve is in the capacity of an officer, trustee, or other status and the office, trust, or status has ceased to exist.

(3) If the corporation has a specific proposal for amendment or repeal, and the corporation has provided written notice of that proposal, including a copy of the proposal, to the specified person or persons at the most recent address for each of them, based on the corporation's records, and the corporation has not received written approval or nonapproval within the period specified in the notice, which shall not be less than 10 nor more than 30 days commencing at least 20 days after the notice has been provided.

9. California Code, Corporations Code - CORP § 7151

(a) The bylaws shall set forth (unless such provision is contained in the articles, in which case it may only be changed by an amendment of the articles) the number of directors of the corporation, or the method of determining the number of directors of the corporation, or that the number of directors shall be not less than a stated minimum nor more than a stated maximum with the exact number of directors to be fixed, within the limits specified, by approval of the board or the members ([Section 5034](#)), in the manner provided in the bylaws, subject to subdivision (e). The number or minimum number of directors may be one or more.

(b) Once members have been admitted, a bylaw specifying or changing a fixed number of directors or the maximum or minimum number or changing from a fixed to a variable board or vice versa may only be adopted by approval of the members ([Section 5034](#)).

(c) The bylaws may contain any provision, not in conflict with law or the articles, for the management of the activities and for the conduct of the affairs of the corporation, including but not limited to:

(1) Any provision referred to in [subdivision \(c\) of Section 7132](#) .

(2) The time, place, and manner of calling, conducting, and giving notice of members', directors', and committee meetings, or of conducting mail ballots.

(3) The qualifications, duties, and compensation of directors; the time of their election; and the requirements of a quorum for directors' and committee meetings.

(4) The appointment of committees, composed of directors or nondirectors, or both, by the board or any officer and the authority of any such committees.

(5) The appointment, duties, compensation, and tenure of officers.

(6) The mode of determination of members of record.

(7) The making of reports and financial statements to members.

(8) Setting, imposing, and collecting dues, assessments, and admission and transfer fees.

(d) The bylaws may provide for the manner of admission, withdrawal, suspension, and expulsion of members, consistent with the requirements of [Section 7341](#) .

(e) The bylaws may require, for any or all corporate actions (except as provided in [paragraphs \(1\) and \(2\) of subdivision \(a\) of Section 7222](#) , [subdivision \(c\) of Section 7615](#) , and [Section 8610](#)) the vote of a larger proportion of, or all of, the members or the members of any class, unit, or grouping of members or the vote of a larger proportion of, or all of, the directors, than is otherwise required by this part. Such a provision in the bylaws requiring such greater vote shall not be altered, amended, or repealed except by such greater vote, unless otherwise provided in the bylaws.

(f) The bylaws may contain a provision limiting the number of members, in total or of any class, which the corporation is authorized to admit.

(g)(1) The bylaws may contain any provision, not in conflict with the articles, to manage and conduct the ordinary business affairs of the corporation effective only in an emergency as defined in [Section 7140](#) , including, but not limited to, procedures for calling a board meeting, quorum requirements for a board meeting, and designation of additional or substitute directors.

(2) During an emergency, the board may not take any action that requires the vote of the members or otherwise is not in the corporation's ordinary course of business, unless the required vote of the members was obtained prior to the emergency.

(3) All provisions of the regular bylaws consistent with the emergency bylaws shall remain effective during the emergency, and the emergency bylaws shall not be effective after the emergency ends.

(4) Corporate action taken in good faith in accordance with the emergency bylaws binds the corporation, and may not be used to impose liability on a corporate director, officer, employee, or agent.

10. California Code, Corporations Code - CORP § 7211

(a) Unless otherwise provided in the articles or in the bylaws, all of the following apply:

(1) Meetings of the board may be called by the chair of the board or the president or any vice president or the secretary or any two directors.

(2) Regular meetings of the board may be held without notice if the time and place of the meetings are fixed by the bylaws or the board. Special meetings of the board shall be held upon four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, including a voice messaging system or by electronic transmission by the corporation ([Section 20](#)). The articles or bylaws may not dispense with notice of a special meeting. A notice, or waiver of notice, need not specify the purpose of any regular or special meeting of the board.

(3) Notice of a meeting need not be given to a director who provided a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that director. These waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

(4) A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of an adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

(5) Meetings of the board may be held at a place within or without the state that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, designated in the bylaws or by resolution of the board.

(6) Directors may participate in a meeting through use of conference telephone, electronic video screen communication, or electronic transmission by and to the corporation ([Sections 20](#) and [21](#)). Participation in a meeting through use of conference telephone or electronic video screen communication pursuant to this subdivision constitutes presence in person at that meeting as long as all directors participating in the meeting are able to hear one another. Participation in a meeting through use of electronic transmission by and to the corporation, other than conference telephone and electronic video screen communication, pursuant to this subdivision constitutes presence in person at that meeting if both of the following apply:

(A) Each director participating in the meeting can communicate with all of the other directors concurrently.

(B) Each director is provided the means of participating in all matters before the board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

(7) A majority of the number of directors authorized in or pursuant to the articles or bylaws constitutes a quorum of the board for the transaction of business. The articles or bylaws may require the presence of one or more specified directors in order to constitute a quorum of the board to transact business, as long as the death or nonexistence of a specified director or the death or nonexistence of the person or persons otherwise authorized to appoint or designate that director does not prevent the corporation from transacting business in the normal course of events. The articles or bylaws may not provide that a quorum shall be less than one-fifth the number of directors authorized in or pursuant to the articles or bylaws, or less than two, whichever is larger, unless the number of directors authorized in or pursuant to the articles or bylaws is one, in which case one director constitutes a quorum.

(8) Subject to the provisions of [Sections 7212](#) , [7233](#) , [7234](#), and subdivision (e) of [Section 7237](#) and [Section 5233](#) , insofar as it is made applicable pursuant to [Section 7238](#) , an act or decision done or made by a majority of the directors present

at a meeting duly held at which a quorum is present is the act of the board. The articles or bylaws may not provide that a lesser vote than a majority of the directors present at a meeting is the act of the board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting, or a greater number required by this division, the articles or the bylaws.

(b) An action required or permitted to be taken by the board may be taken without a meeting if all directors individually or collectively consent in writing to that action and if, subject to [subdivision \(a\) of Section 7224](#), the number of directors then in office constitutes a quorum. The written consent or consents shall be filed with the minutes of the proceedings of the board. The action by written consent shall have the same force and effect as a unanimous vote of the directors. For purposes of this subdivision only, "all directors" does not include an "interested director" as defined in [subdivision \(a\) of Section 5233](#), insofar as it is made applicable pursuant to [Section 7238](#) or described in [subdivision \(a\) of Section 7233](#), or a "common director" as described in [subdivision \(b\) of Section 7233](#) who abstains in writing from providing consent, where (1) the facts described in [paragraph \(2\) or \(3\) of subdivision \(d\) of Section 5233](#) are established or the provisions of [paragraph \(1\) or \(2\) of subdivision \(a\) of Section 7233](#) or in [paragraph \(1\) or \(2\) of subdivision \(b\) of Section 7233](#) are satisfied, as appropriate, at or prior to execution of the written consent or consents; (2) the establishment of those facts or satisfaction of those provisions, as applicable, is included in the written consent or consents executed by the noninterested directors or noncommon directors or in other records of the corporation; and (3) the noninterested directors or noncommon directors, as applicable, approve the action by a vote that is sufficient without counting the votes of the interested directors or common directors.

(c) Each director shall have one vote on each matter presented to the board of directors for action. No director may vote by proxy.

(d) This section applies also to incorporators, to committees of the board, and to action by those incorporators or committees mutatis mutandis.

11. California Code, Corporations Code - CORP § 7340

(a) A member may resign from membership at any time, although the articles or bylaws may require reasonable notice before the resignation is effective.

(b) This section shall not relieve the resigning member from any obligation for charges incurred, services or benefits actually rendered, dues, assessments or fees, or arising from contract, a condition to ownership of land, an obligation arising out of the ownership of land, or otherwise, and this section shall not diminish any right of the corporation to enforce any such obligation or obtain damages for its breach.

(c) A membership issued for a period of time shall expire when such period of time has elapsed unless the membership is renewed.

12. California Code, Corporations Code - CORP § 7341

(a) No member may be expelled or suspended, and no membership or memberships may be terminated or suspended, except according to procedures satisfying the requirements of this section. An expulsion, termination or suspension not in accord with this section shall be void and without effect.

(b) Any expulsion, suspension, or termination must be done in good faith and in a fair and reasonable manner. Any procedure which conforms to the requirements of subdivision (c) is fair and reasonable, but a court may also find other procedures to be fair and reasonable when the full circumstances of the suspension, termination, or expulsion are considered.

(c) A procedure is fair and reasonable when:

(1) The provisions of the procedure have been set forth in the articles or bylaws, or copies of such provisions are sent annually to all the members as required by the articles or bylaws;

(2) It provides the giving of 15 days' prior notice of the expulsion, suspension or termination and the reasons therefor; and

(3) It provides an opportunity for the member to be heard, orally or in writing, not less than five days before the effective date of the expulsion, suspension or termination by a person or body authorized to decide that the proposed expulsion, termination or suspension not take place.

(d) Any notice required under this section may be given by any method reasonably calculated to provide actual notice. Any notice given by mail must be given by first-class or registered mail sent to the last address of the members shown on the corporation's records.

(e) Any action challenging an expulsion, suspension or termination of membership, including any claim alleging defective notice, must be commenced within one year after the date of the expulsion, suspension or termination. In the event such an action is successful the court may order any relief, including reinstatement, it finds equitable under the circumstances, but no vote of the members or of the board may be set aside solely because a person was at the time of the vote wrongfully excluded by virtue of the challenged expulsion, suspension or termination, unless the court finds further that the wrongful expulsion, suspension or termination was in bad faith and for the purpose, and with the effect, of wrongfully excluding the member from the vote or from the meeting at which the vote took place, so as to affect the outcome of the vote.

(f) This section governs only the procedures for expulsion, suspension or termination and not the substantive grounds therefor. An expulsion, suspension or termination based upon substantive grounds which violate contractual or other rights of the member or are otherwise unlawful is not made valid by compliance with this section.

(g) A member who is expelled or suspended or whose membership is terminated shall be liable for any charges incurred, services or benefits actually rendered, dues, assessments or fees incurred before the expulsion, suspension or termination or arising from contract or otherwise.

13. California Code, Corporations Code - CORP § 7710

(a) Subdivisions (c) through (f) notwithstanding, no motion to require a bond shall be granted in an action brought by 100 members or the authorized number ([Section 5036](#)), whichever is less.

(b) No action may be instituted or maintained in the right of any corporation by any member of such corporation unless both of the following conditions exist:

(1) The plaintiff alleges in the complaint that plaintiff was a member at the time of the transaction or any part thereof of which plaintiff complains, or that plaintiff's membership thereafter devolved upon plaintiff by operation of law from a holder who was a holder at the time of transaction or any part thereof complained of; and

(2) The plaintiff alleges in the complaint with particularity plaintiff's efforts to secure from the board such action as plaintiff desires, or the reasons for not making such effort, and alleges further that plaintiff has either informed the corporation or the board in writing of the ultimate facts of each cause of action against each defendant or delivered to the corporation or the board a true copy of the complaint which plaintiff proposes to file.

(c) Subject to subdivision (a), in any action referred to in subdivision (b), at any time within 30 days after service of summons upon the corporation or upon any defendant who is an officer or director of the corporation, or held such office at the time of the acts complained of, the corporation or such defendant may move the court for an order, upon notice and hearing, requiring the plaintiff to furnish a bond as hereinafter provided. The motion shall be based upon one or both of the following grounds:

(1) That there is no reasonable possibility that the prosecution of the cause of action alleged in the complaint against the moving party will benefit the corporation or its members economically or otherwise.

(2) That the moving party, if other than the corporation, did not participate in the transaction complained of in any capacity.

The court on application of the corporation or any defendant may, for good cause shown, extend the 30-day period for an additional period or periods not exceeding 60 days.

(d) At the hearing upon any motion pursuant to subdivision (c), the court shall consider such evidence, written or oral, by witnesses or affidavit, as may be material (1) to the ground or grounds upon which the motion is based, or (2) to a determination of the

probable reasonable expenses, including attorneys' fees, of the corporation and the moving party which will be incurred in the defense of the action. If the court determines, after hearing the evidence adduced by the parties, that the moving party has established a probability in support of any of the grounds upon which the motion is based, the court shall fix the amount of the bond, not to exceed fifty thousand dollars (\$50,000), to be furnished by the plaintiff for reasonable expenses, including attorneys' fees, which may be incurred by the moving party and the corporation in connection with the action, including expenses for which the corporation may become liable pursuant to [Section 7237](#) . A ruling by the court on the motion shall not be a determination of any issue in the action or of the merits thereof. If the court, upon any such motion, makes a determination that a bond shall be furnished by the plaintiff as to any one or more defendants, the action shall be dismissed as to such defendant or defendants, unless the bond required by the court has been furnished within such reasonable time as may be fixed by the court.

(e) If the plaintiff shall, either before or after a motion is made pursuant to subdivision (c), or any order or determination pursuant to such motion, furnish a bond or bonds in the aggregate amount of fifty thousand dollars (\$50,000) to secure the reasonable expenses of the parties entitled to make the motion, the plaintiff has complied with the requirements of this section and with any order for a bond theretofore made, and any such motion then pending shall be dismissed and no further or additional bond shall be required.

(f) If a motion is filed pursuant to subdivision (c), no pleadings need be filed by the corporation or any other defendant and the prosecution of the action shall be stayed until 10 days after the motion has been disposed of.

14. California Code, Corporations Code - CORP § 7813

An amendment must also be approved by the members ([Section 5034](#)) of a class, whether or not such class is entitled to vote thereon by the provisions of the articles or bylaws, if the amendment would:

(a) Materially and adversely affect the rights, privileges, preferences, restrictions or conditions of that class as to voting, dissolution, redemption or transfer in a manner different than such action affects another class;

(b) Materially and adversely affect such class as to voting, dissolution, redemption or transfer by changing the rights, privileges, preferences, restrictions or conditions of another class;

(c) Increase or decrease the number of memberships authorized for such class;

(d) Increase the number of memberships authorized for another class;

(e) Effect an exchange, reclassification or cancellation of all or part of the memberships of such class; or

(f) Authorize a new class of memberships.

15. California Code, Corporations Code - CORP § 5034

"Approval by (or approval of) the members" means approved or ratified by the affirmative vote of a majority of the votes represented and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum) or written ballot in conformity with [Section 5513](#) , [7513](#) , or [9413](#) or by the affirmative vote or written ballot of such greater proportion, including all of the votes of the memberships of any class, unit, or grouping of members as may be provided in the bylaws ([subdivision \(e\) of Section 5151](#) , [subdivision \(e\) of Section 7151](#) , or [subdivision \(e\) of Section 9151](#)) or in Part 2, Part 3, Part 4 or Part 5 for all or any specified member action.

16. California Code, Corporations Code - CORP § 8333

The accounting books and records and minutes of proceedings of the members and the board and committees of the board shall be open to inspection upon the written demand on the corporation of any member at any reasonable time, for a purpose reasonably related to such person's interests as a member.

PERB Received
01/13/23 10:06 PM

EXHIBIT K-Suspension & HR1 letters



February 25, 2022

Via Email

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SEIU Local 1000
1808 14th Street
Sacramento, CA 95818

RICHARD
LOUIS BROWN
President

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
Vice President for Bargaining

RE: **SUSPENSION OF OFFICER DUTIES**

Dear Mr. Jimenez,

It has come to my attention that you have met with and provided confidential information to Board of Director Bill Hall in an effort to remove me from my position without any just cause or legal right.

It is my opinion that the above actions pose an immediate threat to the welfare of Local 1000. Therefore, you are hereby suspended under the authority of Local 1000 Policy file section 9.0.03 which states "When, in the opinion of the President, the actions of the member are such as to impose an immediate threat to the welfare of Local 1000, the President may summarily suspend the member until the procedures established in the Policy File are concluded. If written charges are not filed within ten days, the suspension shall be terminated."

You are to conduct no Local 1000 business while on suspension.

Sincerely,

Richard Louis Brown
President
SEIU Local 1000
1808 14th St. Sacramento, CA 95811
RLBrown@seiu1000.org

SERVICE EMPLOYEES
INTERNATIONAL UNION
SOC, CLC

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org



SEIU LOCAL 1000 HEARING REQUEST FORM (HR1)
(Complaint for Discipline by a Member against another Member)

Your Name: DLC/Region: Richard Louis Brown

Bargaining Unit: State Department: Bargaining Unit 1; Debt and Investment Advisory Commission

Mailing Address: 3225 43rd Street, Sacramento CA 95817

Work Phone: 408-207-2339

Home Phone: 408-207-2339

Complaint Against: David Jimenez

SEIU Local 1000/DLC/BUNC Position (i.e., member, DLC President, etc.) Vice President/Secretary Treasurer

Policy File Section(s) violated (see Section 9.0.00 et seq. of SEIU Local 1000 Policy File) 9.0.00 DISCIPLINE 9.0.01 Criteria and Procedures for Disciplinary Action Disciplinary action may be taken for the following reasons: (k) Behavior which is determined by the hearing panel or officer to be of such a nature that it causes discredit to Local 1000;

Nature Problem (include specifics – e.g. dates, times, etc. – attach additional sheets if necessary): On Wednesday, February 23, 2022 at 6:08pm an email was sent out exposing that David Jimenez was attempting to remove myself, Richard Louis Brown, the President of Local 1000 from my office without any just cause or legal right. This behavior is leading to the discredit of Local 1000.

Witnesses/Documents – please list all witnesses (name and phone number) and relevant documents in your possession: Email from Theresa Taylor to myself on Wednesday, February 23, 2022 at 6:08pm regarding the above mentioned matter. Email from David Jimenez on Thursday February 24, 2022 at 11:09am.

Headquarters Information:

Date Received: _____ Local 1000 President/Vice Pres.-Sec. Treasurer: _____

Referred to Hearing Officer/Panel on: _____

Hearing Officer/Panel Assigned: _____

Date/Time/Location of Hearing: _____

SEIU Local 1000 Action/Date: _____

PERB Received
01/13/23 16:06 PM

Disposition Letter Mailed:

PERB Received
01/13/23 16:06 PM

From:
Sent:
To:
Subject:

From: David Jimenez <ssa_dave04@hotmail.com>

Sent: Thursday, February 24, 2022 11:09 AM

To: Theresa Taylor <thetay456@gmail.com>; Leonard Seitz <leonard.seitz@dot.ca.gov>; Andrew Vasicek <andrewvasicek@gmail.com>; Angelique Moreno <angeliquems@aol.com>; Bill Hall <william.r.hall@dot.ca.gov>; Brad Willis <mojavekroc@msn.com>; Brown, Richard <RLBrown@SEIU1000.org>; Carolelynn Leonardo-Valdriz <caroleseiu1000@gmail.com>; Carolyn Leonardo-Valdriz <cleonardo23@gmail.com>; Charity Regalado <lakersgyrl@yahoo.com>; Christina Evitt <christinadlc751@gmail.com>; Cindy Doyel <CindyDoyelUnion@gmail.com>; Cullen <cullenkral@gmail.com>; Cynthia Vo <risewithlabor@gmail.com>; Darrell Kirby <EXCTME@AOL.COM>; Daunette Sparkman <bigdtiggerds69@yahoo.com>; David Johnson <davidjohnson055@gmail.com>; David Smith <yourunion2019@gmail.com>; DeLeon Seicrest <his_story1865@yahoo.com>; DeLonne Johnson <delonnelj@frontiernet.net>; ED Page <dv8yingyang@gmail.com>; Irene Greene <Ireneseiu1000@gmail.com>; Eileen Boughton <Dlc789pres@outlook.com>; Erika Chhatarpal <whitemamba.ev@gmail.com>; Francina Stevenson <rocina@frontiernet.net>; Garth Underwood <seiudlc710dbur@yahoo.com>; Heather Kessler <president.dlc788@gmail.com>; Hoang-Van 'Van' Nguyen <van.nguyen_seiu1000@outlook.com>; Imani Dhahabu <ijdhahabu@yahoo.com>; Jack Dean <seiujack.dean@gmail.com>; Jennifer Cordova <cordmama@live.com>; Jerome Washington <Jerome_wash@sbcglobal.net>; Joycelyn Odom <jbetboopin3@gmail.com>; Karen Franklin <KarenFranklin121@gmail.com>; Karen Jefferies <kjefferies08@gmail.com>; Kerri Riley <kerricriley@icloud.com>; Kevin Healy <healykm@hotmail.com>; Kim Coward <cowart12568@gmail.com>; Latasha Brown <lat_jin@hotmail.com>; Leonard Seitz <seitz_l@pacbell.net>; Lisa Davis <kcvwmom@yahoo.com>; Maria Blaine <mariablaine39@gmail.com>; Mary De La Cruz <mdlc056@gmail.com>; Miche Roy <MSMRoy1976@gmail.com>; Melissa Del Rosario <Mistydelrosario3@hotmail.com>; Monica Rodriguez <moneyrodriguez@hotmail.com>; Nancy Martinez(Contact) <nancymartinez_6@hotmail.com>; Naomi Musembi-Johnson <musembi.rn@gmail.com>; Neice Davis <neice_davis@yahoo.com>; Ramon Naverrette <dlc747president@gmail.com>; Richard Wake <rwake61@yahoo.com>; Robert Gilbert <rgilbert.seiu1000@gmail.com>; Ruth Ibarra <dlc787.president@gmail.com>; Ruth Kiker <ruthkiker@charter.net>; Shrhonda Ward <seiulocal1000dlc766@gmail.com>; Steven Alari <membersfirst@gmail.com>; Susan Rodriguez <rodriguezsusan@hotmail.com>; Tetence Hibbard <terrygh50@hotmail.com>; Tommy Rico <trico60@hotmail.com>; Walls, Anica <awalls@SEIU1000.org>; Wanda Yanez <learnwisdom@sbcglobal.net>; eric_murray03@msn.com; vseastrongseiu@gmail.com; xicanery@hotmail.com; chair.seiu1000 <chair.seiu1000@gmail.com>; Nicole Solovskoy <dlc770president@gmail.com>

Subject: Fw: Update to follow

Good Morning all!

Let us set the record straight. The email sent out yesterday evening by Theresa Taylor for Bill Hall is mostly inaccurate. Over the past week and a half there have been disturbing discoveries communicated to us by both staff and members. Here are the facts:

- A unilateral directive was issued late last week to the URC Staff notifying them of changes that would take place immediately. Since then there have been modifications but there is still MUCH confusion over who is to act and when.
- Legal matters have escalated and Local 1000 is faced with four lawsuits. The Executive Committee is being intentionally excluded when there is an obvious conflict of interest.

It is these two reasons we reached out to VP Irene Green on Tuesday. Irene expressed that this information was not totally new to her but she would need time to process the information and was not willing to sign on for suspension. In spite of the latest developments:

- Staff taking concerted action in response to new URC directives. On Tuesday 2/22/22 64% of staff called out.
- Increase escalation with now 75% of staff called out on 2/23/22.
- Settlement talks were offered on two of four lawsuits with no notice to Executive Committee. This will potentially add significant costs to Local 1000.

In trying to make the best decision for our members and our local we attempted to reach out to Bill Hall so he could perhaps nudge Irene to act. His "position" was that he advised Irene not to sign. He wanted us to publicly acknowledge the actions of the supposed board meeting that took place in October 2021. We refused and said we DO NOT agree with the October board meeting and that once Irene signed the document to suspend Richard we would call an emergency board meeting to address two items. 1) The suspension and 2) the agenda items put forth in October. We want the entire board under no threats, to review, discussion and take a vote. The results of which would be honored by us. We do not feel going back to that confusing period and just accepting these changes to our policy file and bylaws is appropriate.

We do not agree with Bill Hall's legal assessment that to finalize the suspension of the President per Article 9.0.04 we must go to court. Our policy file clearly outlines a path that allows for temporary suspending the statewide president and there are clear lines of succession as well. A court would first consider that the administrative procedures were followed or at least attempted.

To our knowledge a successful suspension of the local president has never been done before. The attempt made in 2018 on the prior local president was done during a board meeting and was not successful because the board did not support it, including Bill Hall. As stated correctly this would not remove Richard from the board, which is understood and is not the primary objective. Our goal is to stop Richard from causing further damage to our represented employees and staff through his unilateral actions.

These discussions and actions have not been easy. Our intension has always been to get the necessary work done with Richard as president. We have tried to advice and counsel him on decisions based on our experiences as union member leaders. It is our responsibility to hold him accountable and based on the recent information coming to light that is our intent. The failure to act by VP Irene Green and the position Bill Hall has taken, indicate to us this was never about Richard but rather an unwillingness to accept the results of the election. Their focus on us accepting the results of the October meeting and placing Bill Hall or any chairman at the helm of the Local 1000 with no direct vote from the entire membership is troubling to say the least, especially when all executive officers are directly elected from the entire membership.

In Solidarity,

David Jimenez
VP/Secretary Treasurer
SEIU Local 1000
(916)690-7418

PDF Received
01/13/23 16:06 PM

Anica Walls
VP Representation/Organizing
SEIU Local 1000
(916)804-5338

On Feb 23, 2022, at 6:00 PM, Theresa Taylor <thetay456@gmail.com> wrote:

Hi folks! Bill Hall asked me to send this out to the Board of Directors for him.
Theresa Taylor

I wanted to give everyone a real-time update. It has been a little crazy right now.

VP Anica and David called me today and they felt there was no time to waste to get rid of Richard Louis Brown and remove him using the Policy File Article 9.0.04 *Suspension of President*, which provides:

"If, in the opinion of the Vice President/Secretary-Treasurer, Vice President for Organizing/Representation, and Vice President for Bargaining, the action of the President is such as to pose an immediate threat to the welfare of Local 1000, the other Officers may summarily suspend the President until the procedures established in the Policy File are concluded. If written charges are not filed within ten days, the suspension is terminated."

Unfortunately, they don't truly understand how Article 9.0.04 works in that the three VPs would still have to go to court to finalize this action. We have been down that road before and it was ineffective in the short term. Further, it is just a suspension of the president, not his removal.

As President Brown has done in the past, he can, and likely will, just ignore the requirements of the Policy File, which in this case would result in his immediate suspension. This leaves SEIU Local 1000 and its members vulnerable for the ongoing misconduct and waste of union resources. However, there is light at the end of the tunnel. We are on track and have a plan to protect SEIU Local 1000, consistent with the decision of the majority of the Board back in October 2021.

Our timeline is to be in the Sacramento Superior Court by the middle of next week on an urgent hearing to get this resolved. While he would likely ignore the three VPs, President Brown cannot ignore the power of a Court Order, and we are on track to get that protective order.

VPs David Jimenez and Anica Walls may call for a special board meeting as they are in damage control mode after supporting Brown, to date. They do not support or agree with the Board Action of October 17, and 18, 2021.

Through solidarity, we can get back on track for the protection of our members and our union. I am with you.

William "Bill" Hall
Chair of the Board
SEIU Local 1000

PERB Received
01/13/23 16:06 PM



February 25, 2022

Via Email

Anica.g.walls@gmail.com;

Awalls@seiu1000.org &

Certified Mail

7020 2450 0001 2112 3501

Anica Walls
Vice President for Organizing/Representation
SEIU Local 1000
1808 14th Street
Sacramento, CA 95818

RICHARD
LOUIS BROWN
President

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
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RE: **SUSPENSION OF OFFICER DUTIES**

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Bargaining Unit: State Department: Bargaining Unit 1; Debt and Investment Advisory Commission

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Work Phone: 408-207-2339

Home Phone: 408-207-2339

Complaint Against: Anica Walls

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Hearing Officer/Panel Assigned: _____

Date/Time/Location of Hearing: _____

SEIU Local 1000 Action/Date: _____

EXHIBIT K, page 10

PERB Received
01/13/23 16:06 PM

Disposition Letter Mailed:

From:
Sent:
To:
Subject:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: David Jimenez <ssa_dave04@hotmail.com>

Sent: Thursday, February 24, 2022 11:09 AM

To: Theresa Taylor <thetay456@gmail.com>; Leonard Seitz <leonard.seitz@dot.ca.gov>; Andrew Vasicek <andrewvasicek@gmail.com>; Angelique Moreno <angeliquems@aol.com>; Bill Hall <william.r.hall@dot.ca.gov>; Brad Willis <mojavekroc@msn.com>; Brown, Richard <RLBrown@SEIU1000.org>; Carolelynn Leonardo-Valdriz <caroleseiu1000@gmail.com>; Carolyn Leonardo-Valdriz <cleonardo23@gmail.com>; Charity Regalado <lakersgyrl@yahoo.com>; Christina Evitt <christinadlc751@gmail.com>; Cindy Doyel <CindyDoyelUnion@gmail.com>; Cullen <cullenkral@gmail.com>; Cynthia Vo <risewithlabor@gmail.com>; Darrell Kirby <EXCTME@AOL.COM>; Daunette Sparkman <bigdtiggerds69@yahoo.com>; David Johnson <davidjohnson055@gmail.com>; David Smith <yourunion2019@gmail.com>; DeLeon Secest <his_story1865@yahoo.com>; DeLonne Johnson <delonnelj@frontiernet.net>; ED Page <dv8yingyang@gmail.com>; Irene Greene <Ireneseiu1000@gmail.com>; Eileen Boughton <Dlc789pres@outlook.com>; Erika Chhatarpal <whitemamba.ev@gmail.com>; Francina Stevenson <rocina@frontiernet.net>; Garth Underwood <seuidlc710dbur@yahoo.com>; Heather Kessler <president.dlc788@gmail.com>; Hoang-Van 'Van' Nguyen <van.nguyen_seiu1000@outlook.com>; Imani Dhahabu <ijdhahabu@yahoo.com>; Jack Dean <seiujack.dean@gmail.com>; Jennifer Cordova <cordmama@live.com>; Jerome Washington <Jerome_wash@sbcglobal.net>; Joycelyn Odom <jbetboopin3@gmail.com>; Karen Franklin <KarenFranklin121@gmail.com>; Karen Jefferies <kjefferies08@gmail.com>; Kerri Riley <kerricriley@icloud.com>; Kevin Healy <healykm@hotmail.com>; Kim Coward <coward12568@gmail.com>; Latasha Brown <lat_jin@hotmail.com>; Leonard Seitz <seitz_l@pacbell.net>; Lisa Davis <kcvwmom@yahoo.com>; Maria Blaine <mariablaine39@gmail.com>; Mary De La Cruz <mdlc056@gmail.com>; Miche Roy <MSMRoy1976@gmail.com>; Melissa Del Rosario <Mistydelrosario3@hotmail.com>; Monica Rodriguez <moneyrodriguez@hotmail.com>; Nancy Martinez(Contact) <nancymartinez_6@hotmail.com>; Naomi Musembi-Johnson <musembi.rn@gmail.com>; Neice Davis <neice_davis@yahoo.com>; Ramon Naverrette <dlc747president@gmail.com>; Richard Wake <rwake61@yahoo.com>; Robert Gilbert <rgilbert.seiu1000@gmail.com>; Ruth Ibarra <dlc787.president@gmail.com>; Ruth Kiker <ruthkiker@charter.net>; Shrhonda Ward <seiulocal1000dlc766@gmail.com>; Steven Alari <membersfirst@gmail.com>; Susan Rodriguez <rodriguezsusan@hotmail.com>; Tetence Hibbard <terrygh50@hotmail.com>; Tommy Rico <trico60@hotmail.com>; Walls, Anica <awalls@SEIU1000.org>; Wanda Yanez <learnwisdom@sbcglobal.net>; eric_murray03@msn.com; vseastrongseiu@gmail.com; xicanery@hotmail.com; chair.seiu1000 <chair.seiu1000@gmail.com>; Nicole Solovskoy <dlc770president@gmail.com>

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Anica Walls
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SEIU Local 1000
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PERB Received
01/13/23 16:06 PM

EXHIBIT K, page 14

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William "Bill" Hall
Chair of the Board
SEIU Local 1000

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01/13/23 16:06 PM



February 25, 2022

Via Email

ireneseiu1000@gmail.com;

igreen@seiu1000.org &

Certified Mail

7020 2450 0001 2112 3525

Irene Green
Vice President for Bargaining
SEIU Local 1000
1808 14th Street
Sacramento, CA 95818

RICHARD
LOUIS BROWN
President

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Vice President/
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Complaint Against: Irene Green

SEIU Local 1000/DLC/BUNC Position (i.e., member, DLC President, etc.) Vice President for Bargaining

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Disposition Letter Mailed: _____

From:
Sent:
To:
Subject:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

From: David Jimenez <ssa_dave04@hotmail.com>

Sent: Thursday, February 24, 2022 11:09 AM

To: Theresa Taylor <thetay456@gmail.com>; Leonard Seitz <leonard.seitz@dot.ca.gov>; Andrew Vasicek <andrewvasicek@gmail.com>; Angelique Moreno <angeliquems@aol.com>; Bill Hall <william.r.hall@dot.ca.gov>; Brad Willis <mojavekroc@msn.com>; Brown, Richard <RLBrown@SEIU1000.org>; Carolelynn Leonardo-Valdriz <caroleseiu1000@gmail.com>; Carolyn Leonardo-Valdriz <cleonardo23@gmail.com>; Charity Regalado <lakersgyrl@yahoo.com>; Christina Evitt <christinadlc751@gmail.com>; Cindy Doyel <CindyDoyelUnion@gmail.com>; Cullen <cullenkral@gmail.com>; Cynthia Vo <risewithlabor@gmail.com>; Darrell Kirby <EXCTME@AOL.COM>; Daunette Sparkman <bigdtiggerds69@yahoo.com>; David Johnson <davidjohnson055@gmail.com>; David Smith <yourunion2019@gmail.com>; DeLeon Secest <his_story1865@yahoo.com>; DeLonne Johnson <delonnelj@frontiernet.net>; ED Page <dv8yingyang@gmail.com>; Irene Greene <Ireneseiu1000@gmail.com>; Eileen Boughton <Dlc789pres@outlook.com>; Erika Chhatarpal <whitemamba.ev@gmail.com>; Francina Stevenson <rocina@frontiernet.net>; Garth Underwood <seuidlc710dbur@yahoo.com>; Heather Kessler <president.dlc788@gmail.com>; Hoang-Van 'Van' Nguyen <van.nguyen_seiu1000@outlook.com>; Imani Dhahabu <ijdhahabu@yahoo.com>; Jack Dean <seiujack.dean@gmail.com>; Jennifer Cordova <cordmama@live.com>; Jerome Washington <Jerome_wash@sbcglobal.net>; Joycelyn Odom <jbetboopin3@gmail.com>; Karen Franklin <KarenFranklin121@gmail.com>; Karen Jefferies <kjefferies08@gmail.com>; Kerri Riley <kerricriley@icloud.com>; Kevin Healy <healykm@hotmail.com>; Kim Coward <cowart12568@gmail.com>; Latasha Brown <lat_jin@hotmail.com>; Leonard Seitz <seitz_l@pacbell.net>; Lisa Davis <kcvwmom@yahoo.com>; Maria Blaine <mariablaine39@gmail.com>; Mary De La Cruz <mdlc056@gmail.com>; Miche Roy <MSMRoy1976@gmail.com>; Melissa Del Rosario <Mistydelrosario3@hotmail.com>; Monica Rodriguez <moneyrodriguez@hotmail.com>; Nancy Martinez(Contact) <nancymartinez_6@hotmail.com>; Naomi Musembi-Johnson <musembi.rn@gmail.com>; Neice Davis <neice_davis@yahoo.com>; Ramon Naverrette <dlc747president@gmail.com>; Richard Wake <rwake61@yahoo.com>; Robert Gilbert <rgilbert.seiu1000@gmail.com>; Ruth Ibarra <dlc787.president@gmail.com>; Ruth Kiker <ruthkiker@charter.net>; Shrhonda Ward <seiu1000dlc766@gmail.com>; Steven Alari <membersfirst@gmail.com>; Susan Rodriguez <rodriguezsusan@hotmail.com>; Tetence Hibbard <terrygh50@hotmail.com>; Tommy Rico <trico60@hotmail.com>; Walls, Anica <awalls@SEIU1000.org>; Wanda Yanez <learnwisdom@sbcglobal.net>; eric_murray03@msn.com; vseastrongseiu@gmail.com; xicanery@hotmail.com; chair.seiu1000 <chair.seiu1000@gmail.com>; Nicole Solovskoy <dlc770president@gmail.com>

Subject: Fw: Update to follow

Good Morning all!

Let us set the record straight. The email sent out yesterday evening by Theresa Taylor for Bill Hall is mostly inaccurate. Over the past week and a half there have been disturbing discoveries communicated to us by both staff and members. Here are the facts:

- A unilateral directive was issued late last week to the URC Staff notifying them of changes that would take place immediately. Since then there have been modifications but there is still MUCH confusion over who is to act and when.
- Legal matters have escalated and Local 1000 is faced with four lawsuits. The Executive Committee is being intentionally excluded when there is an obvious conflict of interest.

It is these two reasons we reached out to VP Irene Green on Tuesday. Irene expressed that this information was not totally new to her but she would need time to process the information and was not willing to sign on for suspension. In spite of the latest developments:

- Staff taking concerted action in response to new URC directives. On Tuesday 2/22/22 64% of staff called out.
- Increase escalation with now 75% of staff called out on 2/23/22.
- Settlement talks were offered on two of four lawsuits with no notice to Executive Committee. This will potentially add significant costs to Local 1000.

In trying to make the best decision for our members and our local we attempted to reach out to Bill Hall so he could perhaps nudge Irene to act. His "position" was that he advised Irene not to sign. He wanted us to publicly acknowledge the actions of the supposed board meeting that took place in October 2021. We refused and said we DO NOT agree with the October board meeting and that once Irene signed the document to suspend Richard we would call an emergency board meeting to address two items. 1) The suspension and 2) the agenda items put forth in October. We want the entire board under no threats, to review, discussion and take a vote. The results of which would be honored by us. We do not feel going back to that confusing period and just accepting these changes to our policy file and bylaws is appropriate.

We do not agree with Bill Hall's legal assessment that to finalize the suspension of the President per Article 9.0.04 we must go to court. Our policy file clearly outlines a path that allows for temporary suspending the statewide president and there are clear lines of succession as well. A court would first consider that the administrative procedures were followed or at least attempted.

To our knowledge a successful suspension of the local president has never been done before. The attempt made in 2018 on the prior local president was done during a board meeting and was not successful because the board did not support it, including Bill Hall. As stated correctly this would not remove Richard from the board, which is understood and is not the primary objective. Our goal is to stop Richard from causing further damage to our represented employees and staff through his unilateral actions.

These discussions and actions have not been easy. Our intension has always been to get the necessary work done with Richard as president. We have tried to advice and counsel him on decisions based on our experiences as union member leaders. It is our responsibility to hold him accountable and based on the recent information coming to light that is our intent. The failure to act by VP Irene Green and the position Bill Hall has taken, indicate to us this was never about Richard but rather an unwillingness to accept the results of the election. Their focus on us accepting the results of the October meeting and placing Bill Hall or any chairman at the helm of the Local 1000 with no direct vote from the entire membership is troubling to say the least, especially when all executive officers are directly elected from the entire membership.

In Solidarity,

David Jimenez
VP/Secretary Treasurer
SEIU Local 1000
(916)690-7418

PEERB Received
01/13/23 16:06 PM

Anica Walls
VP Representation/Organizing
SEIU Local 1000
(916)804-5338

On Feb 23, 2022, at 6:00 PM, Theresa Taylor <thetay456@gmail.com> wrote:

Hi folks! Bill Hall asked me to send this out to the Board of Directors for him.
Theresa Taylor

I wanted to give everyone a real-time update. It has been a little crazy right now.

VP Anica and David called me today and they felt there was no time to waste to get rid of Richard Louis Brown and remove him using the Policy File Article 9.0.04 *Suspension of President*, which provides:

"If, in the opinion of the Vice President/Secretary-Treasurer, Vice President for Organizing/Representation, and Vice President for Bargaining, the action of the President is such as to pose an immediate threat to the welfare of Local 1000, the other Officers may summarily suspend the President until the procedures established in the Policy File are concluded. If written charges are not filed within ten days, the suspension is terminated."

Unfortunately, they don't truly understand how Article 9.0.04 works in that the three VPs would still have to go to court to finalize this action. We have been down that road before and it was ineffective in the short term. Further, it is just a suspension of the president, not his removal.

As President Brown has done in the past, he can, and likely will, just ignore the requirements of the Policy File, which in this case would result in his immediate suspension. This leaves SEIU Local 1000 and its members vulnerable for the ongoing misconduct and waste of union resources. However, there is light at the end of the tunnel. We are on track and have a plan to protect SEIU Local 1000, consistent with the decision of the majority of the Board back in October 2021.

Our timeline is to be in the Sacramento Superior Court by the middle of next week on an urgent hearing to get this resolved. While he would likely ignore the three VPs, President Brown cannot ignore the power of a Court Order, and we are on track to get that protective order.

VPs David Jimenez and Anica Walls may call for a special board meeting as they are in damage control mode after supporting Brown, to date. They do not support or agree with the Board Action of October 17, and 18, 2021.

EXHIBIT K, page 20

Through solidarity, we can get back on track for the protection of our members and our union. I am with you.

William "Bill" Hall
Chair of the Board
SEIU Local 1000

2. You have deliberately deprived the Executive Committee of its authority to carry out its duties and roles as set forth in Bylaws, Policy File and applicable law. You have done so by hiding information about the status of lawsuits and denying your fellow officers an opportunity to evaluate how to proceed or whether to settle significant lawsuits in which the Union is named as a defendant and even by hiding from the Executive Committee the existence of one of the lawsuits seeking monetary damages. This failure of transparency and interference with fiduciary review has jeopardized the Union's ability to maintain proper engagement and oversight of those lawsuits and to make fiscally prudent decisions therein. Aggravating your misconduct in this area is that you have misused your role and authority in a manner that benefits your self-interest at the expense of the interests of the Union and its members as well as the members' dues.
3. In defiance of a specific Board mandate designed to conserve our hard-working members' dues and to increase the services they receive from the Union's staff for each dollar they pay in dues, you engaged in act of gross financial malfeasance. In particular, when the Board ratified the UAW staff contract, it contained a change to and reduction of staff days off. You nevertheless unilaterally issued 12 additional paid days off for staff. This fiscal malfeasance may cost the Union in excess of a half million dollars jeopardizing the dues money of its members.
4. You grossly misused the authority of your office when you summarily and without just cause retaliated against the undersigned Vice Presidents by attempting to suspend their memberships. You did so solely for the purpose of entrenching your own power and insulating yourself from an express provision in the Union's governing documents designed to create a check and balance against a President whose actions pose an immediate threat to the welfare of the Union (Policy File 9.0.04). While that attempted suspension was in violation of state law (Corp. Code 7341) and therefore void and of no effect, your attempt demonstrated your willingness to put your own self-interest above the interests of the Union and its members and underscored the threat that you pose to the welfare of the Union. Further, suspending members in this manner has a chilling impact on their willingness and right to freely challenge your misconduct.

PERB Received
01/13/23 16:06 PM



Via Email and Personal Delivery

February 27, 2022

Richard Louis Brown
[home address protected]

RICHARD
LOUIS BROWN
President

Dear Mr. Brown:

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

The duly elected Vice Presidents have met and determined to take action pursuant to Policy 9.0.04. This action is to suspend you from the duties of your office effective immediately. This section states as follows:

ANICA WALLS
Vice President for
Organizing/Representation

9.0.04 Suspension of President

IRENE GREEN
Vice President for Bargaining

If, in the opinion of the Vice President/Secretary-Treasurer, Vice President for Organizing/Representation, and Vice President for Bargaining, the action of the President is such as to pose an immediate threat to the welfare of Local 1000, the other Officers may summarily suspend the President until the procedures established in the Policy File are concluded. If written charges are not filed within ten days, the suspension is terminated.

You have taken actions that pose an immediate threat to the welfare of Local 1000. These include but are not limited to:

1. You have willfully failed to hold meetings of the Board of Directors as required by Bylaws and Policy File. Due to this failure, the Union has been operating without the legally required and democratic engagement of a board of directors since approximately August 2021, or a budget since January 1, 2022. In bypassing the Board, you have dismantled the democratic accountability procedures and oversight mechanisms that the Union's governing documents put in place to protect the members' dues monies and to ensure that representatives chosen by the members at the worksite and bargaining-unit level across the State have a voice in the governance of their Union.

SERVICE EMPLOYEES
INTERNATIONAL UNION
SOC, CLC

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org

PERB Received
01/13/23 16:06 PM

You have been suspended from the duties of your office effective immediately. In the event that charges are filed, the suspension will continue in effect under the charges are fully adjudicated.

Sincerely,



David Jimenez
Vice President/Secretary-Treasurer



Anica Walls
Vice President for Organizing/Representation



Irene Green
Vice President for Bargaining

EXHIBIT L-Kevin Menager-Facebook post

PERB Received
01/13/23 16:06 PM

Thursday, June 17, 2021

PERB Received
01/13/23 16:06 PM

R

VP Anica, Kevin, +1

10:30 AM

Kevin

Can you give us 90 days with a new board? Actually, six months would be the fairest because then we'd all see how he handles the BoD mtg in Dec. But in the meantime he has got to be silenced from publicly speaking on behalf of the union. If he goes off on his own in contradiction of the union, he could/should be suspended. Those charges would have to be ironclad in order to call a special mtg to remove him.

I hear your concerns. Truly I do. But the membership would revolt if we casually overturned an election.

MMS 6:38 AM

Exhibit M-Anne Giese-text- February 26, 2022 at 10:08 a.m.

New iMessage

Cancel

To: Local 1000 Anne Giese

Sat, Feb 26, 10:08 AM

Good morning,

On Monday, February 28, 2022, in addition to 1) Yvonne's Cease and Desist letter being emailed and sent by 2 day certified mail after my approval by 2pm and 2) please also send me the list of hearing officers that have been trained by 10am.

Finally as you may know, to protect the interest of SEIU

been trained by 10am.

Finally as you may know, to protect the interest of SEIU Local 1000, I suspended VP for Organizing/Representation, VPs Anica Walls, David Jimenez. and Irene Green on February 25, 2022. So please immediately



iMessage



4:14

5G 

New iMessage

Cancel

To: Local 1000 Anne Giese

remind the suspended VPS
by email and certified mail by
3pm after my today after my
approval that they are

Among the suspended VPS
by email and certified mail by
3pm after my today after my
approval that **they are**
prohibited from carrying out
any official duties including,
but not limited to, those
duties as described by the
SEIU Local 1000 Policy File
Section 3.0.03 and Bylaws
but their membership is still
protected.

Please feel free to cite any
other legal references to
carry out the effect of
suspension imposed against
the affected vice presidents.

Thank you,
Richard Louis Brown
Local 1000 President



iMessage



Thank you and have a
wonderful weekend,
Richard 7437

Sun, Feb 27, 7:14 PM

Thank you. I'll make sure it's
done first thing.



iMessage



**Exhibit MA-FINAL Request for Indemnification to
Rothern and Giese 220503**



IVIE McNEILL WYATT
PURCELL & DIGGS

Rodney S. Diggs
Email: rdiggs@imwlaw.com
Kaelin S. Davis
Email: kdavis@imwlaw.com

May 3, 2022

VIA E-MAIL ONLY

Glenn Rothner
grothner@rsglabor.com
Rothner, Segall & Greenstone
510 South Marengo Avenue
Pasadena, California 91101-3115
Telephone: (626) 796-7555
Facsimile: (626) 577-0124

Anne Giese
AGiese@seiu1000.org
SEIU Local 1000 Chief Counsel

Re: William Hall v. Richard Louis Brown, et al.
Request for Indemnification

Dear Counsel,

Defendant, Richard Brown, hereby requests that SEIU Local 1000 and/or SEIU International indemnify him pursuant to *Cal. Corp. Code* § 5238. Under *Corp. Code* § 5238, a nonprofit corporation has the power to indemnify an agent of the corporation who is or may become a party to certain civil or criminal proceedings, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceedings.

The general standard is that the person must have acted in good faith and in a manner reasonably believed to be in the best interests of the corporation. *Corp. Code* § 5238(b). If the action is brought by or for the corporation, the person must have acted in good faith, in a manner the person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. *Corp. Code* § 5238(c). Furthermore, “agent” means any person who is or was a director, officer, employee or other agent of the corporation...” *Corp. Code* § 5238(a).

As (suspended) President, my client, Richard Brown acted in good faith, and in a manner, he believed to be in the best interests of the corporation throughout his presidency, including but not limited to his actions as alleged in Plaintiff William Hall’s complaint. Additionally, Mr. Brown has acted in good faith, and in a manner, he believed to be in the best interests of the corporation

in doing the things alleged in the charging documents in the brought by Anica Walls and Michael Guss. As stated above, Mr. Brown requests that SEIU Local 1000 and/or SEIU International indemnify him in the above referenced action against Mr. William Hall, any and all cross-complaints to that action, and any past and future expenses incurred already by Mr. Brown in litigating the above referenced matter. Mr. Brown further requests that he be indemnified for past and future expenses incurred in the HR-1 proceedings brought by Anica Walls and Michael Guss.

Sincerely,

IVIE, McNEILL, WYATT PURCELL & DIGGS

/s/ Rodney S. Diggs
RODNEY S. DIGGS
KAELIN S. DAVIS

Exhibit MB-Local 1000 \$15K One-Time Offer & Informing the Board

PERB Received
01/13/23 16:06 PM



Telephone: (866) 471-7348

VIA US MAIL AND EMAIL
richard.brown7437@yahoo.com

July 1, 2022

Richard Louis Brown
3225 43rd Street
Sacramento, CA 95817

Dear Mr. Brown,

The Executive Committee of SEIU Local 1000 is committed to the top priority of representing our members effectively at the worksite and in bargaining, including taking prompt action to ensure confidence in our commitment. After careful deliberation of your prior request for reimbursement of attorneys' fees, and to avoid further delays, the SEIU Local 1000 Executive Committee has voted to authorize a one-time reimbursement of reasonable attorney fees up to and not exceeding \$15,000 for the ongoing HR1 disciplinary action. The Executive Committee of SEIU Local 1000 has authorized that SEIU Local 1000 will ensure a one-time reimbursement of reasonable attorney fees up to and not exceeding the amount of \$15,000 based upon your agreement to the following conditions:

1. It is for reasonable attorneys' fees to ensure a timely proceeding in the HR1 process known as Guss v. Brown/Walls v. Brown, and not for attorneys' fees in any other legal matter or for any other purpose. Reasonable fees shall be no more than an hourly rate which is reasonable and no higher than the rate Brown has been charged with respect to sums that he's paid out of his own funds;
2. It is a reimbursement for invoiced attorney time based on review of invoices that outline the matter covered (i.e. the HR1 process known as Guss v. Brown/Walls v. Brown) and hours spent. (No attorney-client information need be disclosed);
3. It will be paid directly to the attorney in the matter based on these terms and contingent on timely proceedings with the remaining HR1 process;
4. It will not create an attorney-client relationship and it is not intended to interfere with the attorney-client relationship;

RICHARD
LOUIS BROWN
President (Suspended)

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
Vice President for Bargaining

SERVICE EMPLOYEES
INTERNATIONAL UNION
SOC, CLC

1808 14th Street
Sacramento, CA 95811

866.471.SEIU (7348)
www.seiu1000.org

Richard Louis Brown
July 1, 2022
Page 2

5. It is not intended as a promise of future payment aside from this authorization nor does it set a precedent or past practice, expectation or reliance;
6. It is not conditioned on the results of the hearing;
7. Once paid, the services claimed against this reimbursement cannot be resubmitted in any future claim or demand; and
8. Once the matter is completed, further details of the billing records may be requested in order to substantiate that the expenditure went to the intended purpose.

On this authority, the Executive Committee of SEIU Local 1000 approved the undersigned to authorize this payment. Consequently, should you agree to these conditions, please sign below and return your signed letter to David Jimenez, Vice President/Secretary-Treasurer. Once your signature and agreement is received, you will be eligible to submit the required documented invoices for review and payment if appropriate.

Sincerely,



DAVID JIMENEZ
Vice President/Secretary-Treasurer

cc: Executive Committee

AFFIDAVIT OF ACCEPTANCE

I, Richard Louis Brown, have read and understand these terms. I have had the opportunity to review them with my attorney. I accept and agree to these conditions of reimbursement.

I declare this under penalty of perjury under the laws of the State of California.

Executed in _____, CA on _____, 2022

Signature: _____



July 1, 2022

The Executive Committee is committed to the top priority of representing our members effectively at the worksite and in bargaining. When distractions arise that prevent our members from having full faith and confidence in our Union, the Executive Committee must take action to ensure confidence in our commitment.

After careful deliberation and to protect our members from further delays and unnecessary distractions, the SEIU Local 1000 Executive Committee has voted to authorize a one-time reimbursement of reasonable attorney fees up to and not exceeding \$15,000 to suspended Local 1000 President Richard Louis Brown's lawyer for the ongoing HR1 disciplinary action.

To ensure the funds are used solely for the disciplinary process and to reach a timely conclusion, the payment includes several conditions to be disclosed to and agreed upon by Mr. Brown prior to the reimbursement.

The Union has authorized this reimbursement to ensure that we can:

- Diligently represent the best interest of our members and Local 1000.
- Move Local 1000 forward with our legitimate and valid efforts to protect democratic principles.
- Ensure that Mr. Brown has fair access to reimbursement to ensure a prompt process.
- Allow the internal discipline process to proceed expeditiously and efficiently.

Thank you for your continued support,

SEIU Local 1000 Executive Committee

RICHARD
LOUIS BROWN
President

DAVID JIMENEZ
Vice President/
Secretary-Treasurer

ANICA WALLS
Vice President for
Organizing/Representation

IRENE GREEN
Vice President for Bargaining

SERVICE EMPLOYEES
INTERNATIONAL UNION
CTW, CLC

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Sacramento, CA 95811

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EXHIBIT N - SEIU International Affiliation Agreement

PERB Received
01/13/23 16:06 PM

AFFILIATION AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION

And

UNION OF CALIFORNIA STATE WORKERS

TABLE OF CONTENTS

ARTICLE I. GOALS AND INTERESTS OF THE PARTIES	1
A. Joint Partnership	1
B. New Strength Unity Plan	2
ARTICLE II. NAME AND STATUS	2
A. Local Charter	2
B. UCSW's Legal Status	3
C. UCSW's Assets and Liabilities	3
D. Collective Bargaining Representative	3
E. Affiliation with AFL and SEIU Councils	3
ARTICLE III. LOCAL AUTONOMY	4
A. Governance	4
B. Budget	4
C. Employees and Staff	4
D. Political Activities	4
E. Membership	4
F. Eligibility for Union Office	4
G. UCSW Disputes	5
H. Support for Other SEIU Locals and Other Unions	5
ARTICLE IV. SEIU SERVICES TO UCSW	5
A. Commitment of Services	5
B. Organizing Assistance	5
C. SEIU Pension Plan	5
D. Public Retirement System	6
ARTICLE V. JURISDICTIONAL PROTECTIONS RESULTING FROM AFFILIATION	6
ARTICLE VI. FINANCIAL RESPONSIBILITIES	6
A. Per Capita Tax	6
ARTICLE VII. JURISDICTION	6
ARTICLE VIII. SETTLEMENT OF DISPUTES BETWEEN SEIU AND UCSW	6
A. Good Faith Discussions	7
B. Mediation/Arbitration	7
ARTICLE IX. UCSW REPRESENTATION IN SEIU GOVERNANCE	8
ARTICLE X. WAIVERS	8
ARTICLE XI. APPLICABLE LAW	8
A. Interpretation	8
B. Compliance with Law	8
C. No Third Party Rights	9
D. Severability	9
ARTICLE XII. EFFECTIVE DATES	9
A. Starting Date	9
B. Duration of Agreement	9

AFFILIATION AGREEMENT

Between

SERVICE EMPLOYEES INTERNATIONAL UNION

And

UNION OF CALIFORNIA STATE WORKERS

This Agreement is entered into by the Service Employees International Union, AFL-CIO, CLC (hereafter referred to as SEIU) and the Union of California State Workers (hereinafter referred to as UCSW) for the purpose of affiliating these two labor organizations and setting forth the goals and understandings which have brought about this affiliation. This is the sole and complete Agreement between the parties with respect to the terms of their affiliation and is intended to be binding upon them and their successors until modified or amended by mutual Agreement or by the operation of law.

ARTICLE I. GOALS AND INTERESTS OF THE PARTIES

A. *Joint Partnership*

SEIU is an international labor union strongly committed to growth of its membership as the key to achieving its broader mission to improve the lives of working people and their families and to lead the way to a more just and humane society. As a growing, dynamic union, SEIU is committed to the principle of organizing workers and servicing its members through supporting the efforts of its locals, and has long maintained a tradition of local autonomy which recognizes the right of its locals to direct their own organization.

UCSW shares SEIU's goals. UCSW is an organization which aggressively and capably organizes and represents its members. UCSW is proud of its traditions and values its freedom to control the decisions that affect its members, and further believes it benefits from the organizing potential and the added political, legislative and agency influence and solidarity which derives from its affiliation with SEIU.

SEIU and UCSW are committed to creating an organizing and political partnership that will allow each to grow and benefit from the combination of their individual resources and strength. SEIU and UCSW agree that economic and social justice, a voice on the job and in society, secure jobs with the opportunity to advance, and dignity and respect for workers, active and retired, are guiding values. SEIU and UCSW share a vision that in a world that is changing fast, unions must be dynamic and act boldly to represent members. SEIU and UCSW agree that (1) by organizing on a large scale, we can win better wages, benefits and working conditions for our members; (2) by building political power and holding political leaders accountable we can influence public policy and champion issues of concern to our members; and (3) by uniting together we can better assure our members' involvement in the decisions that affect their jobs, lives and communities. Stronger together, SEIU and UCSW intend to create

a more just and humane society.

B. *New Strength Unity Plan*

Delegates to the SEIU 2000 Convention passed the New Strength Unity Plan to guide the work of the Union. UCSW endorses and supports the principles of the New Strength Unity Plan, including:

BUILDING STRENGTH THROUGH MEMBERSHIP UNITY. Through an expanded membership involvement program and a major increase in communication and union education, we will make sure members have the information and training to help solve problems at the workplace, win better contracts, hold politicians accountable, and reach potential new members.

NEW COORDINATION AMONG SEIU LOCAL UNIONS. SEIU local unions will not have to stand alone but will work together to develop state, regional, national, and industry strategies to win better pay, benefits, and security. Locals will pool some of their resources in a national Unity Fund for joint strategies and mutual support.

GREATER ACCOUNTABILITY TO EACH OTHER. Local unions will jointly set high performance standards for winning better contracts, communicating with members, holding public officials accountable, and uniting all workers who do the same type of work. Every member will receive a report each year on what is achieved under the New Strength Unity Plan.

UNITING ALL WORKERS WHO DO THE SAME TYPE OF WORK. We will increase members' bargaining strength by bringing into the union many more workers who are in the same sectors or do the same kind of work. We also will launch a massive effort to pressure employers not to interfere with workers' freedom to choose a voice at work by forming a union.

HOLDING POLITICIANS ACCOUNTABLE ON ISSUES IMPORTANT TO WORKING PEOPLE. Locals will train stewards, delegates, and member political organizers to lead a year-round program to involve members in making public officials listen to working families.

MORE USE OF NEW TECHNOLOGY. The union will use new tools like the Internet for communication with members and research on employers, and will help make sure that every member has access to an affordable computer and the Internet.

ARTICLE II. NAME AND STATUS

A. *Local Charter*

Pursuant to the terms of the SEIU/California State Employees Association Affiliation Agreement, the UCSW is currently affiliated with and a part of SEIU. SEIU has issued a charter to UCSW in the name of SEIU Local 1000 (UCSW) (Union Of California State Workers) AFL-CIO, and UCSW shall be known as SEIU Local 1000 (UCSW). UCSW members, as a benefit of the affiliation, are members of SEIU and the AFL-CIO with all ensuing rights and privileges. This agreement creates a new relationship. As permitted under its own Bylaws, UCSW shall continue to have the right to charter its own subordinate bodies. Members of subordinate bodies shall be considered members of SEIU Local 1000 (UCSW) under this affiliation agreement and SEIU's Constitution and Bylaws, subject to the requirements therein.

B. UCSW's Legal Status

SEIU recognizes that UCSW is a non-profit corporation organized under the laws of the State of California and that it is subject to applicable existing and future laws by reason of such status. Nothing in this Affiliation Agreement is intended to change or otherwise impact on such status.

C. UCSW's Assets and Liabilities

All assets, including, real and personal property and financial rights of any amount, nature or description (including, without limitation, interest and dividends earned on assets), currently held or acquired in the future by UCSW shall remain the assets of UCSW and the UCSW will retain sole responsibility for all existing and contingent liabilities, debts and other obligations and any other expenditures necessary to operate the UCSW. In the event of any disaffiliation of UCSW from SEIU, UCSW shall retain all its assets and property.

D. Collective Bargaining Representative

UCSW will continue as representative of and signatory to all collective bargaining agreements covering employees for whom the UCSW, or its predecessor, was the bargaining agent prior to this affiliation agreement. SEIU will assist in the defense of any employer challenges to the representative status of any bargaining unit that may be lodged as a consequence of the affiliation of the UCSW with SEIU.

E. Affiliation with AFL and SEIU Councils

UCSW shall affiliate with the California State Council and shall have the right to affiliate with any other appropriate intermediary body of SEIU. Its affiliation with such organizations shall be under the same conditions as other locals. SEIU encourages UCSW to affiliate with any state or local bodies of the AFL-CIO operating in the geographic region in which it is headquartered. Notwithstanding the above, UCSW's obligation to pay per capita payments to the SEIU California State Council shall not exceed 34 cents/member as of the date of the signing of this Agreement. Should the SEIU California State Council increase its current full per capita rate, UCSW's obligation to pay per capita payments shall not increase by more than one-half of the amount of such increase and in no event by more than twenty-five percent (25%) of the per capita UCSW is obligated to pay immediately prior to such increase. If the legislative programs of UCSW and the SEIU California State Council are subsequently merged, the parties agree to negotiate regarding the amount of per capita UCSW will thereafter pay to the SEIU California State Council.

Notwithstanding the above, UCSW may, in its sole discretion, make greater payments to the SEIU California State Council than it is obligated to pay under this Affiliation Agreement. In the event that UCSW pays additional amounts to the SEIU California State Council, the parties agree that such payments are voluntary, will not be construed to modify the terms of this Affiliation Agreement, and will create no legal obligation on the part of UCSW to continue such additional voluntary payments. However, in the event that UCSW decides to discontinue or reduce additional voluntary payments being made to the SEIU California State Council, UCSW agrees to give the SEIU California State Council 120 days prior written notice of such action.

ARTICLE III. LOCAL AUTONOMY

A. *Governance*

UCSW, as well as any of its subordinate bodies, shall continue to be governed by the UCSW Bylaws. SEIU recognizes and accepts the UCSW's Bylaws as they currently exist and as they may be lawfully amended. SEIU may, upon review of the UCSW's Bylaws or any amendments, report to the UCSW Council its findings regarding conformance of the Bylaws or amendments with SEIU's Constitution and Bylaws. UCSW recognizes and accepts SEIU's Constitution and Bylaws, as they currently exist and as they may be lawfully amended, except as to those provisions that are inconsistent with the terms of this Affiliation Agreement.

B. *Budget*

The UCSW shall have authority to establish its own operating and investment budget provisions. UCSW shall have full autonomy to expend funds and revenues as it determines to be appropriate and as accords with its legal obligations.

C. *Employees and Staff*

UCSW shall have full autonomy to select, retain and set policies for its own employees and staff including retaining professional services from accountants, attorneys, and others, and to negotiate terms of any service agreement with the California State Employees Association (CSEA).

D. *Political Activities*

SEIU and UCSW shall endeavor to work together, to cooperate, and to act in unison in promoting candidates and political positions for mutual benefit. The UCSW agrees not to maintain a federal political action committee. The UCSW will cooperate with the California State Council in endorsing candidates. SEIU agrees that CSEA's Employees Political Information Committee or similar committee fulfills the requirement in Article XV Section 15 of the International Constitution for a committee on political education.

E. *Membership*

UCSW shall continue to have sole power to determine eligibility for UCSW membership, subject only to the limitations in the CSEA Bylaws. For purposes of SEIU membership and rights under the SEIU Constitution, this right is limited by the requirements of the SEIU Constitution and the provisions of this Agreement, and the terms of any applicable state or federal law.

F. *Eligibility for Union Office*

UCSW shall continue to be the sole judge of eligibility for election to office in UCSW, subject to applicable law, but eligibility for election to SEIU delegate or SEIU office shall be in compliance with the SEIU Constitution and applicable state and federal law.

G. UCSW Disputes

UCSW shall retain its right to adjudicate internal UCSW disputes, subject only to SEIU's review to assure that UCSW's disciplinary procedures are in compliance with due process as defined by applicable provisions of the SEIU Constitution.

H. Support for Other SEIU Locals and Other Unions

UCSW is encouraged to support economic or strike sanctions of other locals and other unions, but at no time will UCSW or its members be required to strike or take any other action in support of such activities.

ARTICLE IV. SEIU SERVICES TO UCSW

A. Commitment of Services

SEIU maintains a large and skilled staff and has developed relationships with many types of consultants to provide organizing and servicing resource support to the locals of SEIU. Pursuant to the affiliation agreement, SEIU will make available to UCSW all the services and organizing support and grants as provided to other locals from the International Union.

Services provided to its locals by SEIU include but are not limited to: education and training, legal services, help for local union administration, support in developing strategic bargaining campaigns, work site safety and health concerns, public relations, information and printed or related materials to members, organizing assistance and grants, technical help in developing programs of internal organizing and leadership development, research assistance in analyzing State budgets, help in developing political programs, membership benefit programs, and staff assistance to help out during extraordinary times when unexpected problems or opportunities arise.

B. Organizing Assistance

SEIU is committed to helping UCSW build the best organizing program possible. SEIU will assist UCSW in meeting the standards of the SEIU "Bold Action" organizing program aimed at developing an organizing plan with appropriate resources, and recruiting and/or training an organizing director and staff. Local unions must normally meet these standards to become eligible to receive staff and resource assistance in developing strategic targets and conducting organizing campaigns. In conjunction with SEIU's organizing program, SEIU's organizing subsidy program will be made available to UCSW on the same basis as it is made available to other SEIU locals.

C. SEIU Pension Plan

The SEIU shall make available the SEIU Affiliates' Officers and Employees Pension Plan for participation of the UCSW, at its option, and will undertake to coordinate any necessary meetings or discussions between UCSW and the Pension Plan representatives needed to further planning for such participation. Unless UCSW agrees to participate in the SEIU Affiliates' Officers and Employees Pension Plan, SEIU waives the provisions of Article XX, section 8 of its Constitution as now constituted or as may be amended as to the subject matter contained therein.

D. Public Retirement System

SEIU and UCSW shall work together to improve the benefits available to UCSW members. SEIU agrees that it shall not take any public or private position that would seek to amend or modify the retirement or health benefits provided to state employees and retirees through any of the California public employee retirement systems and/or the California Department of Personnel Administration in such a manner that would result in lessening such benefits. SEIU further agrees that it shall take no public or private position respecting the composition of the Public Employees' Retirement System Board of Administration that is in conflict with the position of UCSW as to the election of the two (2) at-large members, the state employee member and the retiree member elected by the participants of the system. In the event that UCSW and another SEIU Local Union have a conflict on any retirement matter, SEIU shall use its best efforts to resolve the conflict.

ARTICLE V. JURISDICTIONAL PROTECTIONS RESULTING FROM AFFILIATION

SEIU fully commits to protect UCSW's jurisdiction and its bargaining relationships against challenges from other labor organizations. SEIU will at its own expense ensure that the UCSW and its subordinate bodies are provided full protection under Articles XX and XXI of the AFL-CIO Constitution. UCSW and its subordinate bodies in return promise that they will comply with the provisions of Articles XX and XXI of the AFL-CIO Constitution and any decisions and orders thereunder.

ARTICLE VI. FINANCIAL RESPONSIBILITIES

A. Per Capita Tax

Effective upon the first month of this agreement, UCSW will remit monthly per capita payments, including the Unity Fund portion, to SEIU on each of its members, in collective bargaining units, as provided in the SEIU Constitution. Payment shall be due by the 15th of the month following the collection, with the first payment due on or before February 15, 2004. SEIU shall pay the AFL-CIO per capita payments on behalf of UCSW members and fee payers from the per capita payment specified in this Section. There shall be no initiation fee required by SEIU of UCSW members. UCSW will permit SEIU to conduct such examinations or audit of UCSW's financial records as is reasonably necessary to verify the basis and amount of per capita tax paid by UCSW to SEIU or any subordinate body.

ARTICLE VII. JURISDICTION

UCSW shall have exclusive jurisdiction for all rank and file employees of the State of California in the State Civil Service. In addition, UCSW can organize new units subject to SEIU's jurisdictional determination. As to jurisdiction over new units of employees who are not rank and file employees of the State of California, SEIU shall give weight to the policy of "following the work" in assigning jurisdiction.

ARTICLE VIII. SETTLEMENT OF DISPUTES BETWEEN SEIU AND UCSW

The only means of settlement of disputes concerning the interpretation,

application, and enforcement of the terms of this agreement shall be as provided in this Article. In addition, the procedures in this Article shall be utilized if SEIU receives a legitimate complaint from a UCSW member that UCSW is not abiding by its responsibilities to effectively enforce its collective bargaining responsibilities, maintain democratic internal procedures, and/or assure fiduciary accountability and responsibility.

A. Good Faith Discussions

The parties shall meet and engage in good faith discussions in which each party shall attempt to share all information it has concerning the issue.

B. Mediation/Arbitration

In the event that the dispute is not settled by good faith discussions, then either party may request mediation and arbitration. Such proceedings shall be expedited at the request of either party. If the parties are unable to agree on the choice of a mediator within ten days, the services and procedures of the American Arbitration Association shall be utilized to select a mediator. The selected person shall then attempt to mediate the dispute, but, if convinced that parties will not reach agreement voluntarily, shall refer the matter to an arbitrator selected by mutual agreement of the parties or through the processes of the American Arbitration Association. The arbitrator shall conduct hearings and be authorized to make final determinations which shall be binding on the parties, except as provided herein. Each party shall be responsible for compensating its own representatives and witnesses. The costs of any transcripts or arbitrators' fees shall be borne equally by the parties.

In the event of a finding or ruling that UCSW or SEIU is not in compliance with an arbitrator's decision, the arbitrator may order such remedy or remedies as the arbitrator deems appropriate until the arbitrator finds UCSW or SEIU in complete compliance. In no event shall an arbitrator order a trusteeship of UCSW.

In the event of a finding or ruling that UCSW has failed to effectively enforce its collective bargaining responsibilities, maintain democratic internal procedures, assure fiduciary accountability and responsibility, and/or remedy a per capita delinquency, and a finding or ruling by the arbitrator of a failure by UCSW to comply with the remedies ordered by the arbitrator in a reasonable time, SEIU may institute legal action against UCSW to enforce the decision of the arbitrator. In addition, SEIU may file charges under the International Constitution against the individuals who have been negligent with respect to their obligations as officers; submit the report of the arbitrator to the appropriate government agency; or suspend or revoke the charter of UCSW.

In the event of a finding or ruling that SEIU has failed to meet its responsibilities under Article II B (UCSW's Legal Status), Article III (Local Autonomy), Article V (Jurisdictional Protection), Article VI (Financial Responsibilities), and/or Article VII (Jurisdiction), and a finding by the arbitrator of a failure by SEIU to comply with remedies ordered by the arbitrator in a reasonable time, UCSW may disaffiliate from SEIU and any other affiliate bodies of SEIU upon a majority vote of UCSW General Council delegates at a regular or special meeting of the UCSW General Council delegates or by written mail ballot. At least ninety days prior to any such vote,

representatives of SEIU will have an opportunity to communicate orally and in writing with the UCSW Council and the UCSW General Council delegates and members on the subject of the disaffiliation. UCSW agrees to cooperate with SEIU in connection with such communications, including by providing names and addresses of delegates and members and working with SEIU to schedule regional meetings and to encourage delegates and members to attend.

ARTICLE IX. UCSW REPRESENTATION IN SEIU GOVERNANCE

The SEIU Executive Board shall make every effort to see that UCSW representation on the International Executive Board shall continue. SEIU agrees to pay to UCSW the amount of compensation that would otherwise be provided to the UCSW representatives on the SEIU Executive Board. UCSW will utilize these funds only for the financial support of its representation within SEIU. UCSW will reimburse its representatives on the SEIU Executive Board for any additional costs above travel and per diem payments provided by SEIU.

ARTICLE X. WAIVERS

In accordance with and except as otherwise provided in this Affiliation Agreement, SEIU waives with respect to UCSW the following provisions of its Constitution as now constituted or as they may be amended as to the relevant subject matter: Article III, section 3(d) insofar as it concerns the authority of the International President and the International Executive Board to resolve disputes over membership in a Local Union; Article V, section 2 insofar as it concerns Local Union elections; Article VIII, sections 1(f), 2, 6 and 7; Article XI, section 3 and section 6 insofar as section 6 gives the International Executive Board authority to protect members of Local Unions; Article XIII, sections 6 and 7; Article XIV, section 3; Article XV, sections 2, 3 and 5, and section 13 insofar as section 13 refers to actions in the name of a Local Union; Article XVIII, sections 1 and 3; Article XXI; and Article XXV, insofar as it relates to the disaffiliation vote of a local union and reversion of property to SEIU upon disaffiliation.

SEIU agrees that all waivers of provisions of its Constitution contained in this Agreement or any like successor provision of its Constitution shall remain in full force and effect for the duration of this Agreement.

ARTICLE XI. APPLICABLE LAW

A. *Interpretation*

All matters pertaining to the validity, application, interpretation and effect of this Agreement shall be interpreted in accordance with the principles of law arising under Section 301 of the Labor Management Relations Act, 29 U.S.C. Section 185.

B. *Compliance with Law*

Both parties are committed to strict adherence to labor, anti-discrimination, tax, campaign finance, and all other applicable state and federal laws. UCSW and SEIU are hereby mutually committed to carry out all the activities discussed in this Agreement so as to comply with all applicable laws. If either party believes the other is carrying out

these activities in a fashion prohibited by law, then that party shall proceed under the terms of Article VIII of this Agreement, and if the arbitrator finds such violation it shall be deemed a violation of this Agreement.

C. No Third Party Rights

Unless expressly provided otherwise in this Affiliation Agreement, this agreement is not intended to create or establish rights of any parties other than the UCSW and SEIU, and any clause relating to the enforcement or interpretation of this agreement may be brought only by the parties signatory hereto, or their agents.

D. Severability

In the event that any provision of this Agreement is held to be invalid in a final judgment by any court; or by an arbitrator under Article VIII of this Agreement; or by interpretation by the AFL-CIO pursuant to Article XX or Article XXI of the AFL-CIO Constitution, which deprives either party of Article XX or XXI protection, such provision shall be severed from the Agreement and all other provisions of the agreement shall remain in force. The parties shall meet and renegotiate any such provision within 90 days of the date of the applicable decision.

ARTICLE XII. EFFECTIVE DATES


A. Starting Date

This affiliation agreement will become effective on the date that is has been approved by the UCSW Council and the SEIU Executive Board.


B. Duration of Agreement

This Agreement shall remain in effect until modified by mutual agreement of the parties.

For UNION OF CALIFORNIA STATE WORKERS:




Jim Hard
Title: President
Dated:

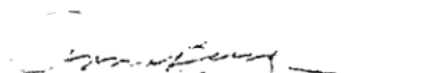


Cathy Hackett
Title: Secretary-Treasurer/Vice-President
Dated:

For SERVICE EMPLOYEES INTERNATIONAL UNION:



Andrew L Stern
Title: President
Dated:



Anna Burger
Title: Secretary-Treasurer
Dated: 1/23/23

This agreement was approved by the SEIU Executive Board on
1.23, 2004.

This agreement was approved by the UCSW Council on January 5, 2004,
2004.

ePERB@perb.ca.gov <eperb@perb.ca.gov>

To: richard.brown7437@yahoo.com, ksteele@unioncounsel.net, perb@unioncounsel.net

Mon, Jan 23 at 2:39 PM

The attached document described below was filed today with the Public Employment Relations Board and is being served on you for case SA-CO-522-S: Richard Louis Brown v. Service Employees International Union Local 1000 on behalf of Service Employees International Union Local 1000.

Name of document: Extension of Time Confirmation

The following people were served the above document(s):

Richard Louis Brown - e-Serve: richard.brown7437@yahoo.com

Kerianne Steele - e-Serve: ksteele@unioncounsel.net

Stephanie Mizuhara - e-Serve: perb@unioncounsel.net

Important Information - Please read carefully

If you have not registered with the ePERB Public Portal - please register **prior** to accessing this case. Once registered, you will be able to request access.

Click here to register: [Account Registration](#)

If you have already registered with the ePERB Public Portal **and** already have access to the case, you can login and view your case [here](#).

If you are already registered with the ePERB Public Portal **but** do not have access to the case - you can e-mail us a request for case access [here](#)

Visit our FAQ's for more information on account registration: [FAQ's](#)

California Public Employment Relations Board

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20230123143901DOCSNT1334422v1PartoviBrownconfirmingletter_v2.pdf

110.8kB

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OF COUNSEL

ROBERTA D. PERKINS
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ANDREA K. DON
LORI K. AQUINO

LABOR EDUCATOR

NINA FENDEL (Retired Attorney)

Admitted in California, unless
otherwise noted
Admitted in Hawaii
Also admitted in Nevada
Also admitted in Illinois
Also admitted in New York and
Alaska
Also admitted in Minnesota
Admitted in Nevada and
Washington
Also admitted in Idaho

January 23, 2023

VIA ELECTRONIC FILING

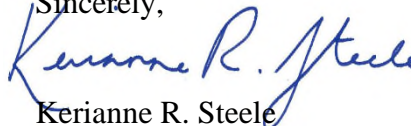
Mr. Yaron Partovi
Senior Regional Attorney
Public Employment Relations Board
425 W Broadway Suite 400
Glendale CA 91204—4118

Re: Richard Louis Brown
SEIU Local 1000
PERB Case No. SA-CO-522-S

Dear Mr. Partovi:

We are attorneys for the Service Employees International Union, Local 1000, Respondent in the above-referenced matter. We write to confirm that you have generously granted SEIU Local 1000 an extension up to and including February 27, 2022 to file its position statement in response to the above-referenced unfair practice charge. Thank you.

Sincerely,


Kerianne R. Steele

KRS:sm
opeiu 29 afl-cio(1)

cc: Mr. Richard Louis Brown
155215\1334422

**PROOF OF SERVICE
(CCP §1013)**

I am a citizen of the United States and resident of the State of California. I am employed in the County of Alameda, State of California, in the office of a member of the bar of this Court, at whose direction the service was made. I am over the age of eighteen years and not a party to the within action.

On January 23, 2023, I served the following documents in the manner described below:

CONFIRMING LETTER

- ☒ (BY U.S. MAIL) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for mailing with the United States Postal Service, and I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States Postal Service at Emeryville, California.
- ☐ (BY MESSENGER SERVICE) by consigning the document(s) to an authorized courier and/or process server for hand delivery on this date.
- ☐ (BY FACSIMILE) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of document(s) to be transmitted by facsimile and I caused such document(s) on this date to be transmitted by facsimile to the offices of addressee(s) at the numbers listed below.
- ☐ (BY OVERNIGHT MAIL) I am personally and readily familiar with the business practice of Weinberg, Roger & Rosenfeld for collection and processing of correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained by United Parcel Service for overnight delivery.
- ☐ (BY PERSONAL DELIVERY) I caused such envelope to be delivered by hand to the offices of each addressee below.

On the following part(ies) in this action:

Mr. Richard Louis Brown
3225 43rd Street
Sacramento, CA 95817

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on January 23, 2023, at Emeryville, California.


Stephanie Mizuhara