

**FEDERAL ELECTION COMMISSION  
UNITED STATES OF AMERICA**

**Karen Glass, Michael R. Casaretto, and the National Right  
to Work Legal Defense and Education Foundation, Inc.,**

*Complainants,*

and

**Service Employees International Union,**

*Respondent.*

MUR No.

**COMPLAINT**

*Facts:*

1. Complainant Karen Glass of Mukwonago, Wisconsin, is a permanent part-time food service employee of the School District of Kettle Moraine in Wales, Wisconsin. Ms. Glass has worked for the district for over three years. She is a member of the bargaining unit represented by Service Employees International Union (“SEIU”) Local 150. As a condition of her employment, she must financially support SEIU Local 150 and its affiliates, including the Respondent Service Employees International Union.
2. Complainant Michael R. Casaretto is a law student at Regent University School of Law participating in the Right to Work Practicum as part of his law degree work. He has researched the matters set forth in this complaint and has verified his findings in this complaint.
3. Complainant National Right to Work Legal Defense and Education Foundation, Inc., provides free legal aid to employees who suffer an abuse of compulsory unionism. An abuse of compulsory unionism includes the mis-expenditure of the dues and fees of employees who are

required to join or financially support a labor union as a condition of employment.

4. Respondent Service Employees International Union is a labor organization as defined in 2 U.S.C. § 441b(b)(1). SEIU derives the majority of its general treasury funds from employees who work under collective bargaining agreements which compel them to join or financially support SEIU as a condition of employment.

5. During its 2008 convention in San Juan, Puerto Rico, SEIU amended its constitution to impose on each of its locals (such as Local 150) an “annual SEIU COPE fundraising obligation” in an amount equal to six dollars for every member of the local. SEIU Committee on Political Education (“COPE”) is SEIU’s federal political action committee (“PAC”) organization. If a local is not able to raise this constitutionally mandated amount, that local will be individually liable for the shortfall plus a 50 percent penalty (or another amount deemed appropriate by the SEIU International Executive Board) for not contributing the amount mandated by the SEIU’s constitution.

6. Based on this constitutional amendment, SEIU expects to be paid at least nine million dollars by its locals to support the SEIU COPE (based on current membership levels and the required amount per employee).

7. Attached to this complaint is the constitutional amendment (Constitutional Amendment #317) discussed above. On June 3, 2008, this constitutional amendment was accepted by the delegates to the SEIU convention and given immediate effect so that it could affect the 2008 federal elections. Also attached is a copy of a blog entry created by delegates to the 2008 SEIU International Convention which provides the details of the convention votes.

8. The result is that SEIU COPE funds are being contributed, not freely, but out of fear of imposition of a financial penalty.

*Law:*

9. 2 U.S.C. § 441b(b)(3)(A) specifically prohibits a labor union from collecting and expending funds for a political action committee “by utilizing money ... secured by ... financial reprisals, or the threat of ... financial reprisal.”

*Conclusion:*

10. When SEIU threatened financial penalties on its local unions for not meeting their SEIU COPE goals, SEIU violated 2 U.S.C. § 441b(b)(3)(A) by threatening or making a financial reprisal against the local unions (and their bargaining unit members) to raise money used in connection with SEIU’s expenditures for the election of candidates to federal office.

*Verification as to the facts in paragraph 1:*

\_\_\_\_\_  
Karen Glass

Before me, a Notary Public in and for the State of Wisconsin, personally appeared Karen Glass who swore that the contents of this Affidavit are true and subscribed to the same on the line provided for her signature.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

*Verification as to the facts in paragraphs 2-8:*

\_\_\_\_\_  
Michael R. Casaretto

Before me, a Notary Public in and for the Commonwealth of Virginia, personally appeared Michael R. Casaretto who swore that the contents of this Affidavit are true and subscribed to the same on the line provided for his signature.

\_\_\_\_\_  
Notary Public

My commission expires:\_\_\_\_\_

Names and addresses of complainants:

Karen Glass

\_\_\_\_\_  
Mukwonago, Wisconsin 53149

Michael Casaretto

\_\_\_\_\_  
Virginia Beach, Virginia 23464

National Right to Work Legal Defense  
and Education Foundation, Inc.  
8001 Braddock Road  
Springfield, Virginia 22160

Respectfully submitted,

\_\_\_\_\_  
Bruce N. Cameron (D.C. Bar No. 380850)  
William Messenger (VA Bar No. 47179)  
c/o National Right to Work Legal  
Defense Foundation  
8001 Braddock Road  
Springfield, Virginia 22160  
(703) 321-8510  
*Attorneys for Complainants*

Dated: October 27, 2008