FEDERAL ELECTION COMMISSION

1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 1522

Date Filmed 6/15/83 Camera No. --- 2

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1522

FEDERAL ELECTION COMMISSION

Routing Slip

The above-described material was removed from this file pursuant to the following exemption provided in the Freedom of Information Act, 5 U.S.C. Section 552(b):

____ (1) Classified Information

____ (2) Internal rules and practices

____ (3) Exempted by other statute

____ (4) Trade secrets and commercial or financial information

✓ (5) Internal Documents

____ (6) Personal privacy

____ (7) Investigatory files

____ (8) Banking Information

____ (9) Well Information (geographic or geophysical)

Signed R. Lee Clark

Date 5/5/83

FEC 9-21-77

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DBG

5/20/83

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 2, 1983

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Paul R. Bourdeau
19 Valley View Drive RR 1
New Milford, Connecticut 06776

Re: MUR 1522

Dear Mr. Bourdeau:

The Federal Election Commission has reviewed the allegations of your complaint dated January 28, 1983, and determined that on the basis of information provided in your complaint and information provided by the respondent there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed.

Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Paul R. Bourdeau
19 Valley View Drive RR 1
New Milford, Connecticut 06776

RV 17 4/28/83

Re: MUR 1522

Dear Mr. Bourdeau:

The Federal Election Commission has reviewed the allegations of your complaint dated January 28, 1983, and determined that on the basis of information provided in your complaint and information provided by the respondent there is no reason to believe that a violation of the Federal Election Campaign Act of 1971, as amended ("the Act") has been committed.

Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Sincerely,

Charles N. Steele
General Counsel

BY:
Kenneth A. Gross
Associate General Counsel

83040393628

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 2, 1983

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert H. Chanin
General Counsel
National Education Association
1201 16th Street, NW
Washington, D.C. 20036

Re: MUR 1522

Dear Mr. Chanin:

On February 4, 1983, the Commission notified your clients, the New Milford Education Association, the Connecticut Education Association and National Education Association, of a complaint alleging that they had violated certain sections of the Federal Election Campaign Act of 1971, as amended.

The Commission, on April 26, 1983, determined that on the basis of the information in the complaint and information provided by you, there is no reason to believe that a violation of any statute within its jurisdiction has been committed. Accordingly, the Commission closed its file in this matter. This matter will become a part of the public record within 30 days.

Sincerely,

Charles N. Steele
General Counsel

BY: Kenneth A. Gross
Associate General Counsel

83040393629

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

RHF 4/28/83

Robert H. Chanin
General Counsel
National Education Association
1201 16th Street, NW
Washington, D.C. 20036

Re: MUR 1522

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Sincerely,

Charles N. Steele
General Counsel

BY:

Kenneth A. Gross
Associate General Counsel

83040393630

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 1522
New Milford Education Association	)	
Connecticut Education Association	)	
National Education Association	)	

CERTIFICATION

I, Marjorie W. Emmons, Secretary of the Federal Election Commission, do hereby certify that on April 26, 1983, the Commission decided by a vote of 6-0 to take the following actions in MUR 1522:

1. Find no reason to believe that the respondents committed any violation of the Federal Election Campaign Act of 1971, as amended.

2. Close the file.

Commissioners Aikens, Elliott, Harris, McDonald, McGarry and Reiche voted affirmatively in this matter.

Attest:

April 26, 1983
Date

Judy C. Ransom
for Marjorie W. Emmons
Secretary of the Commission

Received in Office of Commission Secretary: 4-21-83, 4:04
Circulated on 48 hour tally basis: 4-22-83, 2:00

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: Office of the Commission Secretary

FROM: Office of General Counsel

DATE: April 21, 1983

SUBJECT: MUR 1522 - 1st GC Rpt

The attached is submitted as an Agenda document for the Commission Meeting of _____

Open Session _____

Closed Session _____

CIRCULATIONS		DISTRIBUTION	
48 Hour Tally Vote	[✓]	Compliance	[✓]
Sensitive	[✓]		
Non-Sensitive	[ ]	Audit Matters	[ ]
24 Hour No Objection	[ ]	Litigation	[ ]
Sensitive	[ ]		
Non-Sensitive	[ ]	Closed MUR Letters	[ ]
Information	[ ]	Status Sheets	[ ]
Sensitive	[ ]		
Non-Sensitive	[ ]	Advisory Opinions	[ ]
Other	[ ]	Other (see distribution below)	[ ]

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SENSITIVE

RECEIVED
OFFICE OF THE
COMMISSION SECRETARY

FEDERAL ELECTION COMMISSION
1325 K Street, NW
Washington, D.C. 20463

83 APR 21 P4: 04

FIRST GENERAL COUNSEL'S REPORT

DATE AND TIME OF TRANSMITTAL BY OGC TO THE COMMISSION: 4-21-83

MUR 1522
DATE COMPLAINT RECEIVED BY OGC: 02/01/83
DATE OF NOTIFICATION OF RESPONDENT: 02/04/83
STAFF MEMBER: R. Lee Andersen

COMPLAINANT'S NAME: Paul R. Bourdeau

RESPONDENTS' NAMES: New Milford Education Association, Connecticut Education Association and the National Education Association

RELEVANT STATUTE: 2 U.S.C. § 441b

INTERNAL REPORTS CHECKED: None

FEDERAL AGENCIES CHECKED: None

SUMMARY OF ALLEGATIONS

On February 1, 1983, a signed and sworn complaint was filed by Mr. Paul R. Bourdeau against the new Milford Education Association ("NMEA"), the Connecticut Education Association ("CEA") and the National Education Association ("NEA"). The complaint alleges that the respondents have violated federal law by using the agency service fees of non-member teachers to make expenditures for ideological or political purposes.

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FACTUAL AND LEGAL ANALYSIS

The specific allegations made by the complainant are: (1) that respondents have violated their own agency fee rebate policies; (2) that respondents NMEA and CEA have failed to respond to complainant's challenges to the rebate policies and (3) that respondents have used complainant's agency service fee for improperly paying membership benefits and lobbying federal candidates on social, political and ideological issues contrary to the U.S. Supreme Court decision in Abood v. the Detroit Board of Education, 431 U.S. 209 (1977). */ Even if respondents have failed to comply with the union's written rebate procedures or have unsatisfactorily responded to complainant's challenges to these procedures as alleged, no violation of the Act has occurred since the Commission has no jurisdiction over such matters. However, there are circumstances under which complaint's third allegation might amount to an illegal expenditure by a labor organization in connection with a federal election. 2 U.S.C. § 441b. If, for example, the alleged lobbying of federal candidates on political issues included promises of PAC contributions, the respondents could be in violation of the prohibition in § 441b.

---

*/ In Abood the Court held that union expenditures unrelated to collective bargaining are properly financed only by voluntary payments by members of the union. Thus where a mandatory agency fee is collected from non-members, provision must be made by the union to rebate that portion of the fee used by the union for expenditures unrelated to its collective bargaining function.

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Complainant's allegations, however, are not specific on this factual point while the respondents have unequivocally denied using agency fees for such prohibited expenditures. (See Attachments 1 and 2). Therefore, the Office of General Counsel recommends that the Commission find no reason to believe that respondents committed any violation of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431 et seq., and close the file.

RECOMMENDATION

The Office of General Counsel recommends that the Commission find no reason to believe that respondents committed any violation of the Federal Election Campaign Act of 1971, as amended, 2 U.S.C. § 431 et seq. and close the file.

Charles N. Steele
General Counsel

April 21, 1983
Date

BY: Kenneth A. Gross
Kenneth A. Gross
Associate General Counsel

Attachments
1. Response of counsel for NEA
2. Affidavit of respondent's political action committee director
3. Letters to complainant and respondent

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Gcc#9509
LEGAL SERVICES

nea
OFFICE OF GENERAL COUNSEL
NATIONAL EDUCATION ASSOCIATION • 1201 16th St., N.W., Washington, D C 20036 • (202) 822-7035
WILLARD H. McGUIRE, President
BERNIE FREITAG, Vice President
MARY HATWOOD FUTRELL, Secretary-Treasurer
TERRY HERNDON, Executive Director

February 17, 1983

Mr. Kenneth A. Gross
Associate General Counsel
Federal Election Commission
Washington, D.C. 20463

RE: MUR 1522

Dear Mr. Gross:

On February 4, 1983, you wrote to the National Education Association (NEA) regarding the above MUR, which is based upon a January 17, 1983, letter to the Federal Election Commission (Commission) from Paul R. Bourdeau. You also sent a letter that is identical in substance to the Connecticut Education Associa- (CEA). I have been authorized to represent NEA, CEA and the New Milford Education Association (NMEA) -- which did not receive a letter from you but is implicated by virtue of Mr. Bourdeau's letter -- in connection with this MUR, and this response is submitted on behalf of all three organizations.

As Mr. Bourdeau's January 17 letter indicates, this MUR is bottomed on a dispute regarding the service fee (i.e., agency shop) provision in the collective bargaining agreement between the New Milford, Connecticut, Board of Education and NMEA, which is recognized as the exclusive bargaining representative for a unit of the Board's employees, including Mr. Bourdeau and the other persons on whose behalf he is complaining. Although Mr. Bourdeau's complaint is defective on its own terms (and substantially misconstrues his rights under both the opinion of the United States Supreme Court in Abood v. Detroit Board of Education, 431 U.S. 209 (1977), and the Connecticut teacher collective bargaining statute, Conn. Stat., sections 10-153a, et seq.), it is unnecessary for present purposes to address these points. The short and dispositive response to your letter is that this complaint has nothing whatever to do with elections to federal office and the Commission should summarily dismiss it.

The Abood case, which is cited by Mr. Bourdeau in his January 17 letter, involved a challenge under the First and Fourteenth Amendments to the United States Constitution to the validity of the agency shop in public education. The Supreme Court sustained the constitutionality of the agency shop concept, but held that the compelled fees could not be used by the union, over objection, to fund "ideological activities unrelated

Attachment 1.

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to collective bargaining." 431 U.S. at 235, 236, 241. Although declining to identify the particular union activities which fall on the prohibited side of the line, the Court indicated that its primary concern was not with expenditures for electoral politics. With regard to such expenditures, it stated:

> To the extent that this activity involves support of political candidates, it must, of course, be conducted consistently with any applicable (and constitutional) system of election campaign regulation.

Id. at 236, n.32.

In an effort to avoid potential federal court litigation, the Supreme Court reiterated a suggestion that it had made in several earlier cases. Specifically, it encouraged unions to adopt an internal rebate procedure, pursuant to which dissenting employees could receive back, upon request, that portion of their agency shop fees that otherwise would have been used for proscribed purposes. Id. at 240.

Mr. Bourdeau's complaint has two parts. He alleges first that "[a]ll three unions have violated their internal rebate procedures for the 1981-82 fiscal year...." Whether they have or have not, and if they have, whether this would or would not violate Mr. Bourdeau's legal rights, are questions of state law, or at best, perhaps even questions of federal constitutional law. Clearly, however, they are not questions to be resolved by the Commission.

The second part of Mr. Bourdeau's complaint is "that all three unions are including in our agency service fee requirement, expenditures which are contrary to the Ellis-Fails and Abood vs. Detroit Board of Education U.S. Supreme Court decisions." Again, we need not for present purposes debate the legal merit of Mr. Bourdeau's assertion: the matter properly would be of concern to the Commission only if the fees are being used in connection with elections for federal office.

This is not the case. Although we are prepared to submit an affidavit affirming this if the Commission so desires, such an affidavit would apear to be unnecessary inasmuch as Mr. Bourdeau does not even allege that the compelled fees have been used in connection with elections for federal office. Thus, he contends in his January 17 letter that they have been used for the following specific purposes:

a. Purchase and related expenses for membership benefits, such as liability insurance, free legal representation, union publications, discount purchases, etc.

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b. Lobbying of federal candidates for social, political and ideological issues, such as abortion, E.R.A., gun control, nuclear disarmament, federal budget, environment, creationism, etc.

Passing for the moment the factual accuracy of Mr. Bourdeau's allegations, and the question of whether expenditures for these purposes in any event would be rebatable under Abood (a matter that now is the subject of litigation in several federal courts through the country), there certainly is nothing in the Federal Election Campaign Act of 1971, as amended (Act), that in any way prohibits the use of involuntary contributions for any of the above purposes.

There is no need to belabor the point. Mr. Bourdeau has not even alleged, much less presented any evidence to demonstrate, that NEA, CEA or NMEA has taken any action that is in violation of the Act, and the Commission should close the file on this matter.

If you have any questions about this letter, or desire any additional information, please contact me directly. I have enclosed the completed Designation of Counsel Statement, and have been authorized by NEA, CEA and NMEA to receive any communications from the Commission regardng this MUR.

Sincerely,

Robert H. Chanin
General Counsel

RHC:sf
Enclosure
cc: Ken Melley
Tom Mondani
Richard Sheridan

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STATEMENT OF DESIGNATION OF COUNSEL

Re: MUR 1522

NAME OF COUNSEL: Robert H. Chanin

ADDRESS: 1201 Sixteenth Street, N.W.
Washington, D.C. 20036

TELEPHONE: (202) 822-7035

The above-named individual is hereby designated as my counsel and is authorizied to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

2/18/83
Date

Richard Sheridan/lwz
RHC
Signature

NAME: Richard Sheridan
President, New Milford Education Association

ADDRESS: South Road
South Kent, Connecticut 06785

HOME PHONE:

BUSINESS PHONE:

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(5)

STATEMENT OF DESIGNATION OF COUNSEL

Re: MUR 1522

NAME OF COUNSEL: Robert H. Chanin

ADDRESS: 1201 Sixteenth Street, N.W.
Washington, D.C. 20036

TELEPHONE: (202) 822-7035

The above-named individual is hereby designated as my counsel and is authorizied to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

2/18/83
Date

Thomas P. Mondani/by RHC
Signature

NAME: Thomas P. Mondani
Executive Director

ADDRESS: Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

HOME PHONE:

BUSINESS PHONE: (203) 525-5641

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Acc#9830

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NATIONAL EDUCATION ASSOCIATION • 1201 16th St., N.W., Washington, D C 20036 • (202) 822-7035
WILLARD H. McGUIRE, President
BERNIE FREITAG, Vice President
MARY HATWOOD FUTRELL, Secretary-Treasurer
TERRY HERNDON, Executive Director

83 APR 11 AM 10:28
LEGAL SERVICES
OFFICE OF GENERAL COUNSEL

= Anderson

April 8, 1983

Mr. Kenneth A. Gross
Associate General Counsel
Federal Election Commission
Washington, D.C. 20463

RE: MUR 1522

Dear Mr. Gross:

Per my telephone coversation with Lee Andersen of your office, I have enclosed an affidavit by Kenneth F. Melley, Director of Political Affairs of the National Education Association (NEA) and treasurer designee of the NEA-Political Action Committee, as a follow-up to our February 17, 1983, letter to you regarding MUR 1522. I trust this is sufficient for your purposes.

Sincerely,

Joy Koletsky

Joy Koletsky
Staff Counsel

JK:ew

Attachment 2

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83 APR 11 A11 : 28

FEDERAL ELECTION COMMISSION

(7)

In re MUR 1522

Kenneth F. Melley, being duly sworn, deposes and says:

1. I am the Director of Political Affairs of the National Education Association (NEA) and the Treasurer Designee of the NEA-Political Action Committee (NEA-PAC). In this capacity, I am familiar with the activities undertaken by NEA and its affiliates, and their political action committees, in connection with elections to federal office.

2. No agency shop fees are used by NEA, the Connecticut Education Association or the New Milford Education Association, or their political action committees, to provide financial assistance to any candidate for election to federal office.

Kenneth F. Melley

Kenneth F. Melley

City of Washington)
)ss.
District of Columbia)

Subscribed and sworn to before me this 8th day of April, 1983.

Sheryl D. Fitzpatrick
Notary Public

My Commission Expires:

My Commission Expires August 31, 1983

83040359612

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Robert H. Chanin
General Counsel
National Education Association
1201 16th Street, NW
Washington, D.C. 20036

Re: MUR 1522

Dear Mr. Chanin:

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Sincerely,

Charles N. Steele
General Counsel

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

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RETURN RECEIPT REQUESTED

Mr. Paul R. Bourdeau
19 Valley View Drive RR 1
New Milford, Connecticut 06776

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Accordingly, the Commission has decided to close the file in this matter. The Federal Election Campaign Act allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Sincerely,

Charles N. Steele
General Counsel

BY:
Kenneth A. Gross
Associate General Counsel

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20453)

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Ccc#7830

83 APR 11 AM 11:28
LEGAL SERVICES

OFFICE OF GENERAL COUNSEL

NATIONAL EDUCATION ASSOCIATION • 1201 16th St., N.W., Washington, D C 20036 • (202) 822-7035

WILLARD H. McGUIRE, President
BERNIE FREITAG, Vice President
MARY HATWOOD FUTRELL, Secretary-Treasurer

TERRY HERNDON, Executive Director

April 8, 1983

Mr. Kenneth A. Gross
Associate General Counsel
Federal Election Commission
Washington, D.C. 20463

RE: MUR 1522

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Sincerely,

Joy Koletsky

Joy Koletsky
Staff Counsel

JK:ew

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RECEIVED BY THE FEC

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FEDERAL ELECTION COMMISSION

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Kenneth F. Melley

Kenneth F. Melley

City of Washington)
)ss.
District of Columbia)

Subscribed and sworn to before me this 8th day of April, 1983.

Sheryl D. Fitzpatrick
Notary Public

My Commission Expires:

My Commission Expires August 31, 1985

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nea
NATIONAL EDUCATION ASSOCIATION
1201 16th St., N.W.
Washington, D.C. 20036

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Mr. Kenneth A. Gross
Associate General Counsel
Federal Election Commission
Washington, D.C. 20463

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Bcc#9509

LEGAL SERVICES

OFFICE OF GENERAL COUNSEL

NATIONAL EDUCATION ASSOCIATION • 1201 16th St., N.W., Washington, D C 20036 • (202) 822-7035

WILLARD H. McGUIRE, President
BERNIE FREITAG, Vice President
MARY HATWOOD FUTRELL, Secretary-Treasurer

TERRY HERNDON, Executive Director

February 17, 1983

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Federal Election Commission
Washington, D.C. 20463

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a. Purchase and related expenses for membership benefits, such as liability insurance, free legal representation, union publications, discount purchases, etc.

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b. Lobbying of federal candidates for social, political and ideological issues, such as abortion, E.R.A., gun control, nuclear disarmament, federal budget, environment, creationism, etc.

Passing for the moment the factual accuracy of Mr. Bourdeau's allegations, and the question of whether expenditures for these purposes in any event would be rebatable under Abood (a matter that now is the subject of litigation in several federal courts through the country), there certainly is nothing in the Federal Election Campaign Act of 1971, as amended (Act), that in any way prohibits the use of involuntary contributions for any of the above purposes.

There is no need to belabor the point. Mr. Bourdeau has not even alleged, much less presented any evidence to demonstrate, that NEA, CEA or NMEA has taken any action that is in violation of the Act, and the Commission should close the file on this matter.

If you have any questions about this letter, or desire any additional information, please contact me directly. I have enclosed the completed Designation of Counsel Statement, and have been authorized by NEA, CEA and NMEA to receive any communications from the Commission regardng this MUR.

Sincerely,

Robert H. Chanin
General Counsel

RHC:sf
Enclosure
cc: Ken Melley
Tom Mondani
Richard Sheridan

8304039636 0

STATEMENT OF DESIGNATION OF COUNSEL

Re: MUR 1522

NAME OF COUNSEL: Robert H. Chanin

ADDRESS: 1201 Sixteenth Street, N.W.
Washington, D.C. 20036

TELEPHONE: (202) 822-7035

The above-named individual is hereby designated as my counsel and is authorizied to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

2/18/83
Date

Richard Sheridan/by RHC
Signature

NAME: Richard Sheridan
President, New Milford Education Association

ADDRESS: South Road
South Kent, Connecticut 06785

HOME PHONE:

BUSINESS PHONE:

93040393631

STATEMENT OF DESIGNATION OF COUNSEL

Re: MUR 1522

NAME OF COUNSEL: Robert H. Chanin

ADDRESS: 1201 Sixteenth Street, N.W.
Washington, D.C. 20036

TELEPHONE: (202) 822-7035

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2/18/83
Date

Thomas P. Mondani/by RHC
Signature

NAME: Thomas P. Mondani
Executive Director

ADDRESS: Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

HOME PHONE:

BUSINESS PHONE: (203) 525-5641

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nea
NATIONAL EDUCATION ASSOCIATION
1201 16th St., N.W.
Washington, D.C. 20036

WASHINGTON, DC 200
PM
18 FEB
1983

Mr. Kenneth A. Gross
Associate General Counsel
Federal Election Commission
Washington, D.C. 20463

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 4, 1983

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Connecticut Education Association
21 Oak Street
Hartford, CT

Re: MUR 1522

Dear Sir/Madam:

This letter is to notify you that on February 1, 1983, the Federal Election Commission received a complaint which alleges that your association may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 1522. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against your association in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

83040039364

If you have any questions, please contact Lee Andersen, the staff member assigned to this matter at (202) 523-5071. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel

By Kenneth A. Gross
Associate General Counsel

33040039365

Enclosures
1. Complaint
2. Procedures
3. Designation of Counsel Statement

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 4, 1983

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Richard Sheridan, President
New Milford Education Association
P.O. Box 1705
New Milford, CT 06776

Re: MUR 1522

Dear Mr. Sheridan:

This letter is to notify you that on February 1, 1983, the Federal Election Commission received a complaint which alleges that your association may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 1522. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against your association in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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If you have any questions, please contact Lee Andersen, the staff member assigned to this matter at (202) 523-5071. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel

By Kenneth A. Gross
Associate General Counsel

83040393637

Enclosures
1. Complaint
2. Procedures
3. Designation of Counsel Statement

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 4, 1983

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

National Education Association
1202 16th Street, NW
Washington, D.C. 20036

Re: MUR 1522

Dear Sir/Madam:

This letter is to notify you that on February 1, 1983, the Federal Election Commission received a complaint which alleges that your association may have violated certain sections of the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 1522. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate, in writing, that no action should be taken against your association in connection with this matter. Your response must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public.

If you intend to be represented by counsel in this matter please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and a statement authorizing such counsel to receive any notifications and other communications from the Commission.

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If you have any questions, please contact Lee Andersen, the staff member assigned to this matter at (202) 523-5071. For your information, we have attached a brief description of the Commission's procedure for handling complaints.

Sincerely,

Charles N. Steele
General Counsel

By Kenneth A. Gross
Associate General Counsel

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Enclosures
1. Complaint
2. Procedures
3. Designation of Counsel Statement

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

February 4, 1983

Mr. Paul R. Bourdeau
19 Valley View Dr. RR 1
New Milford, CT 06776

Dear Mr. Bourdeau:

This letter is to acknowledge receipt of your complaint which we received on February 1, 1983, against the Connecticut Education Association, the New Milford Education Association, and the National Education Association which alleges violations of the Federal Election Campaign laws. A staff member has been assigned to analyze your allegations. The respondents will be notified of this complaint within five days.

You will be notified as soon as the Commission takes final action on your complaint. Should you have or receive any additional information in this matter, please forward it to this office. We suggest that this information be sworn to in the same manner as your original complaint. For your information, we have attached a brief description of the Commission's procedure for handling complaints. If you have any questions, please contact Steven Barndollar at (202) 523-4073.

Sincerely,

Charles N. Steele
General Counsel

By Kenneth A. Gross
Associate General Counsel

Enclosure

3304059360

Respondents - MUR 1522

① Connecticut Education Association
21 Oak Street
Hartford, Connecticut

~~Mrs. Paulette Carrington, President~~
~~New Milford Education Association~~
~~East Street School~~
~~New Milford, Connecticut 06776~~

② Mr. Richard Sheridan, President
New Milford Education Association
P.O. Box 1705
New Milford, Connecticut 06776

③ National Education Association
1201 16th Street, N.W.
Washington, D.C. 20036

Complainant
Paul R. Bourdeau
19 Valley View Drive, RR 1
New Milford, Connecticut 06776

Mr. Paul R. Bourdeau
[redacted] Valley View Dr. RR 1
New Milford, Conn. 06776

83 FEB 1 A9:36
21

Mr. Kenneth A. Gross
Associate General Counsel
Federal Election Commission
Washington, D. C. 20463

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Ccc# 9446

19 Valley View Dr. RR 1
New Milford, Conn. 06776
January 28, 1983

10:2d 1

Mr. Kenneth A. Gross
Associate General Counsel
Federal Election Commission
Washington, D. C. 20463

Dear General Counsel Gross:

I swear that the contents of my complaint dated January 17, 1983, are true to the best of my knowledge and the notary represents as part of the jurat that such swearing did occur.

Sorry for any inconvenience this may have caused.

Sincerely,

Paul R. Bourdeau

PRB/cfb

Paul R. Bourdeau

Signed and sworn before me this 29th day of January, 1983

State of Connecticut
County of Litchfield ss: New Milford

JoAnne Toth

JOANNE TOTH
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1984

8304039365

19 Valley View Dr. RR1
New Milford, Conn. 06776
January 17, 1983

83 JAN 25 P 2:
CORRESPONDENCE

Mr. Kenneth A. Gross
Associate General Counsel
Federal Election Commission
Washington, D. C. 20463

Dear General Counsel Gross:

Public school teachers are required by the Connecticut General Statute 10-153(a)b et. seq. to pay an agency service fee to the New Milford Education Association, the Connecticut Education Association, and the National Education Association. As prescribed in your letter of January 4, 1983, the following is submitted as alleged violations by these unions listed above:

1. All three unions have violated their internal rebate procedures for the 1981-82 fiscal year which was designed by their own admission to protect our constitutional rights under the first amendment.

   a. Failed to respond to communications of non-union members as required by the rebate procedure. They subsequently are obligated to respond to said communications.

   b. Failed to return the 1981-82 rebate within the time limit allotted. The N.M.E.A. rebate was received forty-six (46) days late, the C.E.A. rebate was received sixty-nine (69) days beyond prescribed limit and we have not received the N.E.A. rebate which is now one hundred sixty-eight (168) days late.

2. The N.M.E.A. and the C.E.A. have failed to acknowledge our challenge to the final amount of the rebate which is allowable under the rebate procedure. The N.M.E.A. rebate challenge was received October 4th and the C.E.A. on October 14th under registered receipt request mail.

3. We contend that all three unions are including in our agency service fee requirement, expenditures which are contrary to the Ellis-Fails and the Abood vs. Detroit Board of Education U. S. Supreme Court decisions.

   a. Purchase and related expenses for membership benefits, such as liability insurance, free legal representation, union publications, discount purchases, etc.

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b. Lobbying of federal candidates for social, political and ideological issues, such as abortion, E.R.A., gun control, nuclear disarmament, federal budget, environment, creationism, etc.

I have been granted permission to sign this letter in behalf of all respondents whose addresses you can find in the letter dated September 3, 1981 to the Executive Secretary, Connecticut Education Association.

Sincerely,

Paul R. Bourdeau

Paul R. Bourdeau

Phone: 203-354-3438

PRB/cfb

cc: Senator Lowell Weicker

encls.

State of Conn.
County of Litchfield ss. New Milford

Rosemary C. Sweeney

ROSEMARY C. SWEENEY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1988

8304039366

THIS IS THE INTERNAL REBATE PROCEDURE.

PLEASE SEE NOTES IN RED ON INSIDE

1/12/83 GMB

CONNECTICUT EDUCATION ASSOCIATION

POLITICAL/IDEOLOGICAL ACTIVITY REBATE PROCEDURE

ADOPTED BY THE BOARD OF DIRECTORS JULY 30, 1979

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I. "Service fee" means a fee which is paid to the CEA (or to a CEA affiliate for subsequent transmission tothe CEA)by a nonmember pursuant to a contractual or statutory requirement.

II. PRELIMINARY POLITICAL/IDEOLOGICAL ACTIVITY REBATE

A. No later than July 1st after the Representative Assembly adopts the CEA annual budget, the Executive Director shall determine the percentage of the budget which is allocated to political/ideological activities.

B. The CEA dues for active members for the fiscal year in question shall be multiplied by the aforesaid percentage and the product shall constitute the preliminary political/ideological rebate for nonmembers who are eligible for CEA active membership.

III. NOTIFICATION OF REBATE PROCEDURE

A. As soon as possible after a service fee requirement becomes effective in a particular fiscal year in a bargaining unit for which a CEA affiliate is the collective bargaining representative, but in no event more than ten (10) days after the CEA knew or reasonably should have known that such requirement was effective, the Executive Director shall send to such affiliate:

1) a copy of the CEA political/ideological activity rebate procedure; and

2) a notice which indicates:

   a. that nonmembers may request a political/ideological activity rebate from the CEA;

   b. the steps to be taken by a nonmember in order to request a political/ideological activity rebate; and

c. the amount of preliminary political/ideological activity rebate and the manner in which it has been computed.

B. Promptly after receipt of the aforesaid notice, the CEA affiliate shall post it for a period of not less than thirty (30) days in the same manner as it normally posts notices of interest to members of the bargaining unit or otherwise shall make a good faith effort to communicate to nonmembers in the bargaining unit the contents of said notice.

IV. REQUEST FOR REBATE

A. A nonmember who objects to the expenditure of any portion of his or her service fee for political/ideological activities may request a political/ideological activity rebate by sending a written communication to the Executive Director. Said communication shall be considered timely if it is postmarked not more than thirty(30) days after the first payment by said nonmember of any portion of the service fee.

B. The written communication shall include a statement by the nonmember that he or she is not a member of the CEA and objects to the expenditure of any portion of his or her service fee for political/ideological activity, a request for a political/ideological activity rebate, and the following information:

1) the name and address of the nonmember;

2) the position in which the nonmember is employed;

3) the name of the CEA affiliate which is the collective bargaining representative for the bargaining unit in question; and

4) the amount of the service fee.

PREAMBLE PLEASE NOTE: DESIGNED TO PROTECT OUR CONSTITUTIONAL RIGHTS ↓ PHB 1/17/83

In order to protect the constitutional rights of persons who are required by contract or statute to pay a service fee to the Connecticut Education Association, hereinafter referred to as the "CEA", the CEA Board of Directors adopts the following political/ideological activity rebate procedure.

I. DEFINITIONS

A. "Affiliate" means any local affiliate of the CEA.

B. "Days" means calendar days.

C. "Executive Director" means the Executive Director of the CEA or the Executive Director's designee.

D. "Fiscal year" means July 1 through the following June 30.

E. "CEA dues" means the dues for the fiscal year in question.

F. "Nonmember" means a nonmember of the CEA who is required to pay a service fee to the CEA.

G. "Political/ideological activity" means:

1) the administration of an independent political action committee;

2) the determination and/or assistance and/or publicizing of an organizational preference for a candidate for political office;

3) efforts to enact, defeat, repeal, or amend legislation which is not related to the working conditions, welfare, or working environment of employees represented by the CEA and/or its affiliates; or

4) contributions to charitable, religious, ideological or political causes.

H. "Representative Assembly" means the Representative Assembly of the CEA.

V. ACKNOWLEDGMENT OF REQUEST FOR REBATE

ALL THREE UNIONS FAILED TO FULFILL THIS OBLIGATION DURING 1981-82 FISCAL YEAR

1/17/83 BNB

. The Executive Director shall send to each nonmember who requests a political/ideological activity rebate, a written communication informing him or her that:

1) his or her request for a political/ideological activity rebate has been received;

2) an amount equal to the preliminary political/ideological activity rebate has been placed in an escrow account on his or her behalf; and

3) the political/ideological activity rebate to which he or she is entitled shall be sent to him or her not more than thirty (30) days after the end of the fiscal year in question.

VI. FINAL POLITICAL/IDEOLOGICAL ACTIVITY REBATE

A. After the fiscal year in question has ended, the Executive Director shall utilize the procedure set forth in Section Two B. above to compute, on the basis of the percentage of the CEA annual budget actually spent for political/ideological activity, a final political/ideological activity rebate for nonmembers who have requested such rebate.

THE N.M.E.A WAS 46 DAYS LATE. THE C.E.A. WAS 9 DAYS LATE. WE STILL HAVE NOT RECEIVED THE NEA REBATE WHICH IS NOW 168 DAYS LATE.

1/17/83 BNB

B. Not more than thirty (30) days after the end of the fiscal year in question, political/ideological activity rebates shall be sent to those nonmembers who requested such rebates as provided below:

1) A nonmember who has paid the full amount of a service fee which was equal to CEA dues shall receive the full amount of the final political/ideological activity rebate.

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WE REQUESTED THIS IN WRITING OF BOTH NAEA & CEA AND BOTH UNIONS FAILED TO RESPOND

1/17/83 GAO

2) The entitlement to a political/ideological activity rebate of a nonmember who has paid the full amount of a service fee which was less than CEA dues shall receive a proportionally reduced political/ideological activity rebate.

C. The Executive Director shall include with such rebates a written communication which explains the reason for any difference between the preliminary and final political/ideological activity rebates and indicates the steps to be taken by a nonmember in order to challenge the amount of the final political/ideological activity rebate pursuant to Section Seven below.

VII. CHALLENGE TO FINAL POLITICAL/IDEOLOGICAL ACTIVITY REBATE

A. If a nonmember contends that the final political/ideological activity rebate does not accurately reflect the percentage of the CEA annual budget actually spent for political/ideological activity, he or she may challenge the final political/ideological activity rebate by sending a written communication to this effect to the Executive Director. Said communication shall be considered timely if it is postmarked not more than ten (10) days after the nonmember received the rebate and/or written communication from the Executive Director pursuant to Section Six above.

WE HAVE NEVER RECEIVED THE FINAL REBATE OF NEA & CEA AND NO RESPONSE

1/17/83 GAO

B. The Executive Director shall refer any challenge to the Executive Committee. The Executive Committee shall take such steps as it deems appropriate to resolve the issue, provided that the nonmember and/or his or her representative shall have the right to submit written material and to present oral argument to the Executive Committee. The Executive Committee

may, at its option, consolidate two or more such challenges into a single proceeding.

C. Each nonmember who filed a timely challenge to the final political/ideological activity rebate shall be notified in writing of the decision of the Executive Committee. If a nonmember is not satisfied with the decision of the Executive Committee, he or she may, within ten (10) days after receipt of said decision, submit the matter to the State Board of Mediation and Arbitration. If such Board refuses to hear such matter, then within ten (10) days of said refusal the matter shall be submitted to arbitration in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (hereinafter referred to as the "AAA") then in effect, provided that:

1) the arbitration shall take place in Hartford, Connecticut;
2) the Executive Committee shall have the burden of establishing a prima facie case in support of the final political/ideological activity rebate;
3) the arbitrator's function shall be to determine whether or not the final political/ideological activity rebate accurately reflects the percentage of the CEA annual budget actually spent for political/ideological activity as defined in Section One above and the arbitrator shall have no power to modify said definition;

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4) if more than one nonmember submits the matter to arbitration, the AAA shall consolidate all of the challenges into a single proceeding. Each of the aforesaid nonmember shall be considered an initiating party for purposes of the AAA Rules and the AAA may modify its Rules with respect to the selection of the arbitrator, the order of the proceedings, and/or in such other respects as may be necessary to accommodate the consolidation.

D. The Executive Committee and/or the arbitrator may increase, but not decrease the final political/ideological activity rebate. If the Executive Committee and/or the arbitrator increases the final political/ideological activity rebate, those nonmembers who requested political/ideological activity rebates shall be sent promptly any additional amount to which they may be entitled.

E. A nonmember who files a challenge to the CEA political/ideological activity rebate procedure under this Section and who also has filed or intends to file a challenge to the local affiliate's political/ideological activity rebate shall have such challenges consolidated and processed under the state affiliate's procedure in conjunction with the challenge to the state affiliate's rebate.

VIII. COMPLIANCE WITH FEDERAL AND STATE LAW

If any provision of the procedure set forth herein is contrary to federal or state law, then such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

ADOPTED BY THE BOARD OF DIRECTORS JULY 30, 1979.

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REFERENCE 1,a
RECEIVED NO RESPONSE AS REQUIRED

19 Valley View Dr. RR 1
New Milford, Conn. 06776
September 3, 1981

Political Activity Rebate
c/o Executive Secretary
Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

Dear Executive Secretary:

Your notification of the rebate procedure for nonmembers of the New Milford Education Association was posted subsequent to 2:45 P.M. on September 4th, 1981.

In accordance with said procedure, the undersigned employed as teachers in the New Milford school district:

1. are not members of the local, state and/or national collective bargaining unions.

2. object to the expenditure of any of our monies for any purpose other than those authorized by Connecticut General Statutes, Section 10-153 a(b) et. seq. and thereby, request a rebate from all three unions pursuant to said statutes.

3. object to the full local, state and national dues being deducted from our pay.

4. request that the bargaining unions place the full amount of our dues deduction in escrow as we officially challenge the preliminary rebate of $.38 (1.80%) for the NMEA and the $1.53 (1.5%) of the CEA. We wish to be advised as to the basis for arriving at these percentages for cost projections for those areas within the law.

5. object to the concept that the collecting agency and not the employer is allowed to maintain our funds in escrow even though our employer has denied our request to do so.

6. request that the full amount of our dues remain in escrow until 30 days after the conclusion of the fiscal year or until a decision is reached on a rebate challenge pursuant to Section VII of the C.E.A. procedure, whichever is later.

7. request substantive proof that said monies have been placed in escrow by the local, state and national affiliates.

8. request an item by item accounting by the local, state and national affiliates of all funds expended for collective bar-

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gaining, contract administration and grievance adjustment pursuant to Connecticut General Statutes Sections 10-153 a(b) et. seq. We request said accounting in conjunction with the determination of the final rebate to be received.

9. will reject any attempt of the unions to provide substantive proof of the final rebate by means of an accounting of funds which the local, state and national affiliates determine to be of a political/ideological nature. The accounting should be provided in accordance with substantive proof of funds expended for the three categories stated in the aforementioned statutes. We refer to our letter of June 9, 1981, to the president of the local union for which we have not had an acknowledgement as of the date of this letter.

10. request that a copy of the internal rebate procedure for the local, state and national unions be forwarded to each of the undersigned.

11. unable to provide information as to the amount of fee paid as we have not been advised of the payroll deduction which will be made in this regard. Once again, we refer to our letter of June 9, 1981, as to our position regarding the service fee requirement for nonmembers. A copy of this letter can be obtained from the president of the local affiliate, the New Milford Education Association.

Very truly yours,

Paul R. Bourdeau

Mr. Paul R. Bourdeau
19 Valley View Dr. RR 1
New Milford, Conn. 06776

Mrs. JoAnne Peterson
Wakeman Hill Road
Sherman, Conn. 06784

Mr. Robert N. Brown
Hat Shop Hill Road
Bridgewater, Conn. 06752

Mr. Thomas F. Quinlan
Lake Waramaug
New Preston, Conn. 06777

Mr. Joseph Fioccola
Schaghticoke Middle School
Hipp Road
New Milford, Conn. 06776

Mr. Norman Remsen
254 Ridge Road
New Milford, Conn. 06776

Mr. Peter Messer
14 Elizabeth Lane
New Milford, Conn. 06776

Mr. George Szigetti
23 Jefferson Drive
New Milford, Conn. 06776

3304039367

Mr. John Pawloski
Squash Hollow Road
New Milford, Conn. 06776

cc: Mrs. Diane Izzo, Chairman
New Milford Board of Education

Executive Secretary
National Education Association

Ann Vallombroso
New Milford Education Association

8304039676

Sent by signed receipt required
RECEIVED BY NEA Nov. 10, 1981
NO RESPONSE AS REQUIRED

19 Valley View Drive RR #1
New Milford, Ct. 06776
November 7, 1981

Political Activity Rebate
c/o Executive Secretary
National Education Association
21 Oak Street
Hartford, Connecticut

Dear Executive Secretary:

Subsequent to receipt of your(CEA) rebate procedure on September 2, nine teachers of the New Milford School System sent a letter to you dated September 3, 1981.

This letter included the requirements pursuant to Section IV, Request For Rebate, to the National Education Association.

We trust you received this letter. I have been granted permission to sign this letter in behalf of the nine signatories of the September 3rd letter.

Very truly yours,

Paul R. Bourdeau

Paul R. Bourdeau

3304039367

Signed receipt requested

RECEIVED BY NMEA Nov. 10, 1981
NO RESPONSE AS REQUIRED

19 Valley View Drive RR #1
New Milford, Ct. 06776
November 7, 1981

Mrs. Paulette Carrington, President
NMEA
East Street School
New Milford, Connecticut 06776

Dear President Carrington:

Subsequent to receipt of the CEA rebate procedure on September 2, nine teachers of the New Milford School System sent a letter to Ann Vallombroso dated September 3, 1981.

This letter included the requirements pursuant to Section IV, Request For Rebate, to the New Milford Education Association.

We trust you received this letter. I have been granted permission to sign this letter in behalf of the nine signatories of the September 3rd letter.

Very truly yours,

Paul R. Bourdeau

Paul R. Bourdeau

83040369367

Signed receipt requested
Received by C.E.A. Nov. 11, 1981
No response as required.

19 Valley View Drive RR #1
New Milford, Ct. 06776
November 7, 1981

Political Activity Rebate
c/o Executive Secretary
Connecticut Education Association
21 Oak Street
Hartford, Connecticut

Dear Executive Secretary:

Subsequent to receipt of your rebate procedure on September 2, nine teachers of the New Milford School System sent a letter to you dated September 3, 1981.

This letter included the requirements pursuant to Section IV, Request For Rebate, of your Activity Rebate Procedure as adopted July 30, 1979.

We trust you received this letter. I have been granted permission to sign this letter in behalf of the nine signatories of the September 3rd letter.

Very truly yours,

Paul R. Bourdeau

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19 Valley View Drive RR #1
New Milford, Ct. 06776
December 29, 1981

Mr. Jack Kingston
Head of Settlement Department
State Labor Department
Hartford, Ct. 06115

Dear Mr. Kingston:

On September 14, Mr. Larry Foy suggested I file an informal complaint with you regarding Connecticut General Statutes 10-153 et. seq.. I waited until this time in the hope that the National, Connecticut, and New Milford Education Associations would appropriately respond to their own internal procedures specifically designed to implement the law and to protect our constitutional rights.

Since they have not, we nine teachers of the New Milford school system wish to file a complaint against the three union affiliates listed above.

This complaint would include:

1. The violation of the actual contract with the New Milford Board of Education under Article XVII, Sections 1 and 2, by failing to notify the Board by September 1 of the amount of association dues and the amount of the service fee by the opening of school.
2. The violation of its internal Political/Ideological Activity Rebate Procedure
   Sections III A and B - failed to send within ten days after end of agency fee a copy of the rebate procedure; and a review that non-members have request a rebate, stipulation for said rebate and the projected preliminary rebate.
   Article VIII-1 - despite a written request on September 3 and a follow-up registered letter of November 7, all three unions have failed to acknowledge our request for a rebate, or that preliminary rebate amount will be placed in an escrow account, or the final rebate amount will be sent to us within 90 days of the end of the fiscal year. The three unions have not even answered this correspondence.
   The rebate amounts and procedures were not posted prior to the opening of school and the NEA rebate amount still has not been posted nor have we been informed of said amount.
3. We would also charge the preliminary rebate amounts as being inclusive of activities not contained within the law.

I have been authorized to sign this request in behalf of the nine teachers who are involved in this matter.

Sincerely yours,

Paul R. Bourdeau

Paul R. Bourdeau

PRB/cfb

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Dated: June 25,1982

RESPONSE OF C.E.A. TO OUR COMMUNICATIONS

July 27, 1981	Phone call to Atty.Dolan (CEA) requesting copy of rebate xprocedure. According to their own procedure should send one automatically to all non-members.
August 10	Letter to Attorney Dolan requesting same.
August 24	Phone call to Atty. Dolan requesting same.
August 26	Letter from Atty. Dolan with only a sample copy of a rebate procedure for a local affiliate.
August 27	Letter to Atty. Dolan requesting official copy of CEA rebate procedure.
September 2	Received a copy of CEA rebate procedure - 1 month 5 days after original request.
September 3	Requested final rebate from NMEA, CEA, & NEA and placement of preliminary rebate amount in an escrow account according to union procedure.
September 11	Requested of NMEA local rebate procedure with reference to September 3rd letter.
September 11	To Atty. Cordilico whether as non-members we are entitled free legal representation and liability insurance.
September 14	Called Eugene Scalise's office (CEA) requesting budget for CEA Advisor and CEA Newsbrief - would call back
September 16	Called Eugene Scalise in reference to Sept. 14th call.
September 16	Eugene Scalise returned call and said he would send information
September 23	Received local rebate procedure and was told any futher communication and correspondence must with CEA Atty. Cordili
September 24	Wrote NMEA President questioning position of going through CEA Attorney and requested minutes of June 9th meeting regarding vote adoption of NMEA rebatew procedure. As of the date of this listing, we have not received a response.
October 9	Letter from Atty. Dolan (2 days short of a month) stating yes we are entitled to union benefits of liability insurance and free legal representation
October 10	Letter to Atty. Cordilico questioning constitutionality of these non-negotiated internal union benefits. Never received a response.
October 24	Letter to President of NMEA to forward minutes of June 9th meeting. (See September 24)
November 7	Registered receipt received letter to three unions in reference to September 3 letter requesting rebate and escrow account. As of the date of this listing, we have had no response.
December 13	Letter to Eugene Scalise once again requesting accounting of CEA Advisor and CEA Newsbrief.
December 14	Letter to NEA Special Services asking if I as a non-member was entitled to internal union non-negotiated auto-rental discount benefit. Sent me an application card on December 22nd to complete without any correspondence.
January 18	Received a general budget sheet with no headings and other items included for CEA Advisor but nothing regarding CEA Newsbrief from Atty. Cordilico. It had no headings and was non-descript (3 months, 4 days after original request).
January 24	Letter to Atty. Cordilico with 4 specific questions requesting explanation of budget account for CEA Advisor.
March 17	Registered receipt received letter to Atty. Cordilico with reference to January 24 letter

We still have not received NEA rebate procedure or a response to more specific information on CEA Advisor and CEA Newsbrief.

19 Valley View Drive RR #1
New Milford, Ct. 06776
August 1, 1982

Political Activity Rebate
c/o Executive Director
Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

Dear Executive Director:

According to Article VI, Section B of the Connecticut Education Association's Political/Ideological Activity Rebate Procedure, adopted July 30, 1979, we should be in receipt of the final activity rebate. We assume the same procedure is set forth in procedures established by the National Education Association and the New Milford Education Association. As of the above date, we are not in receipt of said rebate amount.

We first made such a request to all three unions on September 3, 1981 according to Article IV, Sections A, B of your own internal rebate procedure. Having had no response, we sent a subsequent registered letter, November 7, 1981, for which we have a signed receipt. All three unions failed to abide by Article V which provisions were designed to protect our constitutional rights.

The undersigned teachers of the New Milford school system are requesting immediate compliance with Article VI. We request all three unions to:

1. immediately forward the final rebate amount,
2. provide evidence that the preliminary rebate amount was placed in an escrow account on our behalf as requested according to Article V, 3. The final rebate amount should include any and all interest accrued from said escrow account.
3. a written communication explaining the reason for any difference between the preliminary and final activity rebates according to Article VI, Section C.

Sincerely yours,

Paul R. Bourdeau

PRB/cfb
cc: NEA Executive Director
NMEA Secretary

Robert N. Brown

JoAnne Peterson

Joseph Fioccola

Thomas F. Quinlan

Peter Messer

Norman Remsen

John Pawloski

George Szigeti

Connecticut Education Association
21 Oak Street • Hartford, Connecticut 06106 • (203) 525-5641

Rcd 8/4/82 PAB

August 3, 1982

Mr. Paul R. Bourdeau
19 Valley View Drive
RR #1
New Milford, Connecticut 06776

Dear Mr. Bourdeau:

This will acknowledge receipt of your certified letters on behalf of yourself and some of your colleagues. Please be advised that the CEA & NEA Political Ideological Rebates will not be forthcoming until completion of the analysis of expenditures which qualify for the Political Ideological Rebate. Ordinarily, the CEA is able to complete this process in the fall and the NEA some time prior to January 1st.

Sincerely,

Ronald A. Erikson

Ronald A. Erikson
Membership Coordinator

RAE/mjr

CC: Robert N. Brown
Joseph Ficcola
Peter Messer
John Pawloski
JoAnne Peterson
Thomas F. Quinlan
Norman Remsen
George Szigeti
Ronald Cordilico, CEA Counsel
Richard Sheridan, President, New Milford Education Association

We teach the children.

19 Valley View Drive
New Milford, Ct. 06776
August 4, 1982

Ronald A. Erikson
Membership Coordinator
Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

Dear Mr. Erikson:

I am in receipt of your letter dated August 3, 1982 concerning the inability of the NMEA, CEA and NEA to abide by its adopted rebate procedures in returning final rebates within 30 days of the end of the fiscal year.

I assume the copies you enclosed were for me to distribute to the remaining signatories of our letter of August 1, 1982. I will be pleased to provide this courtesy for this occasion only. I personally have no means to distribute such correspondence, especially during the summer months when school is not in session.

I presume the reason for Article IV, Section B,1 of your internal rebate procedure requiring the name and address of those seeking a rebate is for the unions to correspond with each non-member as prescribed in Article V of the rebate procedure.

We complied with Article IV, Section B,1 in a letter dated September 3, 1981 which all three unions failed to answer as required in Article V of your own internal rebate procedures. You can find the addresses of those teachers in New Milford seeking a rebate in said letter. If it is your pleasure, I will be pleased to forward their addresses so that all three unions may correspond direct.

Sincerely yours,

Paul R. Bourdeau

Paul R. Bourdeau

PRB/cfb
cc: Ronald Cordilico, CEA Counsel
Richard Sheridan, President NMEA

3 3 0 4 0 3 9 3 6 9

19 Valley View Drive RR 1
New Milford, Ct. 06776
August 9, 1982

To All Parties Receiving Letter To Unions, dated August 1, 1982

Enclosed you will find the union's response to my letter of August 1, 1982 requesting payment of our final rebate as prescribed in their own internal rebate procedures.

Having never received a rebate procedure from the N.E.A as requested, I do specifically quote the Political/Ideological rebate procedure of the C.E.A and the N.M.E.A.: "Not more than thirty (30) days after the end of the fiscal year in question, political/ideological rebates shall be sent to those non-members who requested such rebates".

It is most interesting to note that both procedures are prefaced by the following statement: "In order to protect the constitutional rights of persons who are required by contract or statute to pay a service fee to the Association, the Board of Directors adopts the following political/ideological rebate procedures". These procedures are in place due to the U.S. Supreme Court decision in Abood v. Detroit Board of Education, (May 23, 1977). I quote Mr. Justice Stevens: "More specifically, the Court's opinion does not foreclose the argument that the union should not be permitted to exact a service fee from nonmembers without first establishing a procedure which will avoid the risk that their funds will be used, even temporarily, to finance ideological activities unrelated to collective bargaining".

The unions repeated violations during the 1981-82 fiscal year of its own internal rebate procedures along with the dubious use of the agency service fee for purposes other than that intended within the framework of Connecticut General Statute 10-153 a(b) et seq. is cause to consider the serious need for revision of said statute as constitutional protection

For the unions to delay payment of the final rebate for three to six months allows:

1. the unions to temporarily utilize our funds for political, ideological and institutional purposes contrary to the statute and the first amendment of the constitution.
2. the unions to draw interest on said dues for an extended period of time. Should we not be entitled to interest payment since they have collected full dues payment?
3. the unions to begin collecting full dues for a subsequent fiscal year prior to payment of the previous year's final rebate.
4. the delay of any challenge to the amount of the final rebate for up to six months into the next fiscal year. Should the statute require the placement in escrow all the deductions for the subsequent year until the previous final rebate is received and/or a final decision is reached on any challenge to the previous amount.

Your attention to this vital constitutional concern is mandated by the nature of your responsible position regarding this matter.

Sincerely,

Paul R. Bourdeau

Paul R. Bourdeau

PRB/cfb

NMEA

New Milford Education Association
P.O. Box 1705, New Milford, CT 06776

(V) 9/16/82

Mr. Paul Bordeau
19 Valley View Dr. RR1
New Milford, Ct. 06776

NEW MILFORD CONN. SEP 15 '82 1.55 USPO-TAGGED

CERTIFIED MAIL
P 356 751 631

RETURN RECEIPT REQUESTED

Name
1st Notice 9-16
2nd Notice
Return 9-31

WE WOULD HAVE RECEIVED A LARGER REBATE IF THE NMEA HAD SENT US THE [redacted] Postage.

NEW MILFORD EDUCATION ASSOCIATION

414

8/31 1982

61-404
111

PAY TO THE ORDER OF Paul R. [redacted] $ .94

No dollars and [redacted] DOLLARS

THE NEW MILFORD BANK & TRUST COMPANY
NEW MILFORD, CONNECTICUT 06776

MEMO NMEA rebate

Ann Vallombrosa

⑆011104047⑆ 201194 8⑈ 0414

.94 OF $21 (TOTAL DUES) IS 4.48% — THUS WE PAID 95.52% OF TOTAL LOCAL DUES DURING A FISCAL YEAR IN WHICH THERE WERE NO CONTRACT NEGOTIATIONS.

3 3 0 4 0 3 9 3 6 8 6

Connecticut Education Association
21 Oak Street • Hartford, Connecticut 06106 • (203) 525-5641

Rcd 10/9/82 PRB

October 7, 1982

Mr. Paul R. Bourdeau
19 Valley View Drive
RR #1
New Milford, Connecticut 06776

Dear Paul:

Enclosed is your check in the amount of $2.96 which represent the sum of money expanded during 1981-82 membership year by the Connecticut Education Association for political ideological activities including interest. The final NEA rebate has not been determined, but a check will be forwarded to you once that figure has finally been established.

I would like to urge you to consider transferring from an agency fee payer to a full member as there are numerous benefits that you are currently not eligible to receive. As a full member, you can participate in all Association special services programs as well as vote and hold office in the Association. Most members save more than their cost of dues by taking advantage of the Association sponsored special services programs.

If you wish to make this change in your status, simply notify your Association Building Representative.

Sincerely,

Ronald A. Erikson
Membership Coordinator

RAE/mjr

Enclosure

CC: Richard Sheridan

3 3 0 4 0 3 9 5 6 3 7

We teach the children.

Connecticut Education Association
Street Hartford, Connecticut 06106

Mr. Paul Bourdeau
19 Valley View Drive
RR #1
New Milford, Connecticut 06776

we teach the children

Connecticut Education Association

VENDOR NO.	DATE	CHECK NO.
01227	10/07/82	013254

INVOICE NUMBER	INVOICE DATE	DESCRIPTION	GROSS AMOUNT	DISCOUNTS/ADJUSTMENTS	PAYMENT AMOUNT
REBATE	10/01/82	AGENCY FEE	2.96	0.00	2.9
		OF TOTAL $102 DUES			
		THIS IS A FINAL REBATE OF 2.9% OR WE PAID 97.1% AGENCY SERVICE FEE TO C.E.A.			
			2.96	0.00	2.96

DETACH BEFORE DEPOSITING

Connecticut Education Association
21 Oak Street, Hartford, Connecticut 06106

CHECK NO. 13854

DATE 10/07/82

CHECK AMOUNT $ **********2.96

PAY TWO AND 96/100 DOLLARS

TO THE ORDER OF PAUL R. BOURDEAU

Frank Jacamus Jr. TREASURER
Elaine Lapo

Hartford National Bank & Trust Co., Farmington Ave. Office

⑆011900445⑆ 080 3698⑈

NO RESPONSE — NOTICE DATE OF THIS CORRESPONDENCE

19 Valley View Dr. RR 1
New Milford, Conn. 06776
September 18, 1982

Mr. Richard Sheridan, President
New Milford Education Association
P.O. Box 1705
New Milford, Connecticut 06776

Dear President Sheridan:

The undersigned teachers of the New Milford school system contend that the final agency service fee received by us does not accurately reflect the percentage (95.52%) expended by the local union for contract negotiations, contract administration and grievance adjustment for the 1981-82 school year as allowed under Connecticut General Statutes Sections 10-153a(b).

The Connecticut State Labor Relations Board in its decision, August 26, 1982, in Chesire Board of Education vs. Chesire Education Association stated: "Section 10-153a(a) expressly gives and protects the right of employees to refuse to assist any organization. Clearly the payment of money to an organization is one of the most obvious ways of assisting an organization". The decision further states:

(1) "that such fee not be greater than the proportion of union dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment",

(2) "if political, social or speech activity is not within the categories of permitted expenditures listed by the Act, then clearly funds derived from mandatory agency fee revenues may not be used to support such activities"; and

(3) "objecting employees have a right under the First Amendment of the United States Constitution not be required financially to support labor union activities beyond collective bargaining, contract administration and grievance adjustment. We (State Labor Relations Board) believe that this right is adequately protected by the Act which itself forbids the requirement to pay and the unauthorized deduction of agency fees for union activities beyond collective bargaining".

As such, the undersign under Section VII of the Association's Activity Rebate Procedure wish to challenge the final rebate amount of the New Milford Education Association.

The New Milford Education Association is in violation of Section VI, C of their rebate procedure, namely: we did not receive an explanation as to the reason for any difference between the preliminary and final political/ideological rebate and the steps to be taken by a nonmember in order to challenge the amount. We request your immediate compliance so that we can effectively and properly prepare the challenge.

We wish to reserve our right after receipt of the information requested above to submit written and/or oral argument to the Executive Board of the New Milford Education Association.

Sincerely yours,

Paul R. Bourdeau

JoAnn Peterson

Robert N. Brown

Thomas F. Quinlan

Joseph Fioccola

Norman Remsen

Peter Messer

George Szigeti

John Pawloski

3304039369G

19 Valley View Drive RR 1
New Milford, Ct. 06776
October 21, 1982

Ronald A. Erikson
Membership Coordinator
Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

Dear Mr. Erikson:

The undersigned teachers of the New Milford school system contend that the final agency service fee received by us does not accurately reflect the percentage (97.1%) expenied by the state union for contract negotiations, contract administration and grievance adjustments for the 1981-82 fiscal year as allowed under Connecticut General Statutes 10-153 a(b).

As such, the undersign under Section VII of the Association's Activity Rebate Procedure wish to challenge the final rebate amount of the Connecticut Education Association.

The Connecticut Education Association violated Article VI, B by not mailing said rebate within thirty (30) days of the end of the fiscal year. In fact, said rebate was mailed 68 days subsequent to the close of the fiscal year.

The Connecticut Education Association is in further violation of Article VI, C of their rebate procedure by failing to provide a written communication which explains the reason for any difference between the preliminary and final political/ideological activity rebates and the steps to be taken by a nonmember in order to challenge the amount of the final rebate. We request your immediate compliance so that we can effectively and properly prepare a challenge. We wish to reserve our right after receipt of the information requested above to submit written and/or oral argument to the Executive Board of the Connecticut Education Association.

FRB/cfb

Sincerely yours,

Paul R. Bourdeau
JoAnn Peterson
Robert N. Brown
Thomas F. Quinlan
Joseph Fioccola
Norman Remsen
Peter Messer
George Szigeti
John Pawloski

8 3 0 4 0 3 9 3 6 7 1

19 Valley View Dr. RR 1
New Milford, Conn. 06776
September 11, 1981

Attorney Ronald Cordilico
Connecticut Education Association
21 Oak Street
Hartford, Connecticut

Dear Attorney Cordilico:

Would you kindly respond to the following questions:

1. Will the C.E.A. provide free legal representation in worker's compensation cases for non-members who are required to pay an agency service fee?

2. Are non-members who are required to pay an agency service fee provided with a liability package at no charge?

Your immediate response to the above would be greatly appreciated.

Sincerely yours,

Paul R. Bourdeau

Paul R. Bourdeau

PRB/cfb

3304039369 2

Connecticut Education Association
21 Oak Street • Hartford, Connecticut 06106 • (203) 525-5841

Rcd 10/9/81 PRB

Office of the Legal Counsel

October 7, 1981

Mr. Paul R. Bourdeau
19 Valley View Drive, RR #11
New Milford, Connecticut 06776

Dear Mr. Bourdeau:

This letter is in response to your letter dated September 11, 1981. In that letter, you posed two questions. The answer to both questions is yes.

Very truly yours,

Ronald Cordilico
Legal Counsel

RC:drr
cc: Arthur Colley, CEA UniServ Representative
Paulette Carrington, NMEA President

3304039369

19 Valley View Drive RR #1
New Milford, Ct. 06776
October 10, 1981

Ronald Cordilico, Legal Counsel
Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

Dear Attorney Cordilico:

We are in receipt of your letter dated October 7, 1981 stating that non-members paying agency service fees are provided with free legal representation in workmen's compensation cases and also no charge liability insurance.

Whereas, said benefits are not part of the binding contract agreement between N.M.E.A. and the New Milford Board of Education as awarded January 21, 1981,

whereas, said benefits are derived through structural union membership,

whereas, we are not members of and do not wish to join NMEA, CEA and NEA and do not desire to become beneficiaries of the union membership privileges and benefits,

whereas, it is illegal for unions to use agency fees from non-union public employees for purposes other than collective bargaining, contract administration, and grievance adjustment according to the U.S. Supreme Court decision in Abood v. Detroit Board of Education, 1977, and

whereas, said benefits are not within the confine statutory limits of Connecticut General Statutes 10-153 as amended by Public Act 79-405,

the undersign officially request that the pro-rata share of the total costs incurred by the local, state and national unions for providing and administering said programs be included in the final rebate amount due us this school year and in the future,

We request from you written verification that said pro-rata share will indeed be included in our final rebate amount. We trust you will show good faith by responding to this request immediately.

Finally, the undersign refuse any benefits and privileges, of which there are many, extended to local, state and national union members which are not part of the actual contract with our employer the New Milford Board of Education. We insist that our final rebate amount reflect the costs, pro-rated, of all programs, benefits and activities of union membership and include only those expenses incurred for those areas specified in the statutes.

3 3 0 4 0 3 9 3 6 9 4

Very truly yours,

Paul R. Bourdeau — Robert Brown

Paul R. Bourdeau — Robert Brown

Joseph Fiascola — Peter Messer

Joseph Fiascola — Peter Messer

John Pawloski — JoAnne Peterson

John Pawloski — JoAnne Peterson

Thomas Quinlan — Norman Remsen

Thomas Quinlan — Norman Remsen

George Szigeti

FRE/cfb

cc: Arthur Colley, CEA UniServ Representative
Paulette Carrington, NTEA President
Executive Secretary, CEA Debate Activity
Executive Secretary, NEA Debate Activity

8304039369 5

REFERENCE 3a

19 Valley View Dr. RR 2
New Milford, Conn. 06776
December 14, 1982

NEA Special Services
1201-16th Street, N.W.
Room 404B
Washington, D. C. 20036

Dear Sir:

Please forward to me an NEA/Hertz Discount Card reflecting the new rates.

Please be advised that I am not a member of the local affiliate, the CEA or NEA. Under state law I do pay a service fee requirement.

Your prompt response to the above request would be greatly appreciated.

Sincerely yours,

Paul R. Bourdeau

PRB/cfb

Rec'd to card 12/22/82

NO RESPONSE WAS SENT TO ME BUT I DID RECEIVE AN APPLICATION CARD.

8304039696

19 Valley View Drive RR #1
New Milford, Ct. 06776
December 13, 1981

Mr. Eugene Scalise
Connecticut Education Association
21 Oak Street
Hartford, Ct. 06106

Dear Mr. Scalise:

In a telephone conversation on September 16th, you agreed to forward to me the annual perteacher cost for the staffing, administering, publishing and distributing of the C.E.A. Advisor and News Brief. As of the above date, I have not received said information.

I fully understand the time required to determine this information. However, your cooperation in this request would be greatly appreciated. I trust that the annual cost per teacher will include such items as staff salaries, telephone expenses and all other related expenditures.

May I take the opportunity to thank you in advance for this information.

Sincerely yours,

Paul R. Bourdeau

Paul R. Bourdeau

PRB/cfb

THEY NEVER ANSWERED QUESTION ABOUT CEA NEWS BRIEF.

3304039367

Connecticut Education Association
21 Oak Street • Hartford, Connecticut 06106 • (203) 525-5841

Rcd 1/21/82

Office of the Legal Counsel

January 18, 1982

Mr. Paul R. Bourdeau
19 Valley View Drive, RR #1
New Milford, Connecticut 06776

Dear Mr. Bourdeau:

I am responding to your letter, dated December 13, 1981, addressed to Mr. Eugene Scalise, Deputy Executive Director of the Connecticut Education Association.

In response to your request, I am enclosing the budget adopted by the CEA for the fiscal year 1981-1982. This budget sets forth the amount of money required to produce the CEA Advisor. In computing the final rebate amount for fiscal year 1980-1981, it was determined that seven and 7/10ths (7.7%) percent of the budget for the CEA Advisor was spent for political/ideological purposes. Likewise, when the final computation is made for fiscal year 1981-1982, the percentages will be re-estimated.

I WILL BE PLEASED TO SEND YOU COPIES OF UNION PUBLICATIONS INCLUDING CEA ADVISOR WHICH ARE IMMUNOTED WITH POLITICAL, SOCIAL, INSTITUTIONAL AND IDEOLOGICAL PURPOSES. 1/17/83 CAB

Very truly yours,

Ronald Cordilico
Legal Counsel

RC:drr
Enclosure
cc: Eugene A. Scalise
Paulette Carrington, N.M.E.A. President
Arthur Colley, CEA UniServ Representative

0 4 0 3 9 3 6 7 5

H. GENERAL COMMUNICATIONS — OFFICIAL PUBLICATIONS 0 4 0 3 9 3 6 9

H1A.	CEA Advisor	$ 65,000	$ 26,000**	$ 39,000	$ 65,000	$ 26,000**	$ 39,000	$ —
H1B.	Handbook	15,200	200	15,000	16,000	200***	$ 15,800	800
H2.	Audio-Visual Aides	3,000	-	3,000	3,000	-	3,000	-
H3.	Printed Materials	4,000	-	4,000	4,000	-	4,000	-
H4.	Publicity Materials	2,500	-	2,500	3,000	-	3,000	500
H5.	Field Activities (PR)	7,000	-	7,000	5,000	-	5,000	(2,000)
H6.	Telex System	1,000	-	1,000	1,000	-	1,000	-
	TOTALS	$ 97,700	$ 26,200	$ 71,500	$ 97,000	$ 26,200	$ 70,800	$ (1,700)

*DUES INCLUDE ACTIVE, LIMITED AND MISCELLANEOUS INCOME

**CEA ADVISOR ADVERTISING

***HANDBOOK ADVERTISING

NOTICE THE INADEQUACY OF THIS ACCOUNTING —

NOT EVEN BUDGET HEADINGS OR ITEM

BREAKDOWN

READ FOLLOWING LETTER (1/13/83 BNB)

19 Valley View Dr. RR
New Milford, Conn. 06776
January 24, 1982

Mr. Ronald Cordillico, Legal Counsel
Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

Dear Attorney Cordillico:

We appreciate your response to my letter of December 13th relating to my original telephone request to Eugene Scalise on September 16, 1981.

In my letter of December 13, I also requested the annual per teacher cost for the staffing, administering, publishing, and distributing of the weekly CEA News Brief. There is no budget reference to the News Brief in your response to me. Would you kindly forward this information to us?

There are no column headings in the budget material sent to us. Since there are two sets of somewhat similar figures, would you kindly clarify this for us?

We would also appreciate your response to the following questions:

1. On what basis does the CEA determine what portion of the CEA Advisor is spent for political/ideological purposes?

2. Does the total budget expended for the CEA Advisor include the salaries of the staff and support personnel?

3. Does the total budget expended for the CEA Advisor include the expenses incurred for the maintenance (utility, telephone, etc.) and supplies of the offices involved?

4. Does the total budget expended for the CEA Advisor include the cost of Spolen/McCall, local advertising representative and Fox Associates, national advertising representative?

May we beg your indulgence in quoting from the Abood decision:

> [15-17] "Our decisions establish with unmistakable clarity that the freedom of an individual to associate for the purpose of advancing beliefs and ideas is protected by the

First and Fourteenth Amendments. Equally clear is the proposition that a government may not require an individual to relinquish rights guaranteed him by the First Amendment as a condition of public employment. We have concluded that this argument is a meritorious one.

(19-20) For at the heart of the First Amendment is the notion that an individual should be free to believe as he will, and that in a free society one's beliefs should be shaped by his mind and his conscience rather than coerced by the State. And the freedom of belief is no incidental or secondary aspect of the First Amendment protections. "If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein." In footnotes, the Court proceeds to show this view has long been held by quoting James Madison and Thomas Jefferson.

(21) "...They are no less applicable to the case at bar, and they prohibit the appellees from requiring any of the apellants to contribute to the support of an ideological cause he may oppose as a condition of holding a job as a public school teacher." In letters of June 9th, September 3rd and November 7th, 1981, we have expressed our objections to NMEA, CEA and NEA of the use of our funds for any ideological, political, social, religion, nationalism or other matters of opinion. This correspondence has not been acknowledged.

(22) "We do not hold that a union cannot constitutionally spend funds for the expression of political views, on behalf of political candidates, or toward the advancement of other ideological causes not germane to its duties as collective-bargaining representative. Rather, the Constitution requires only that such expenditures be financed from charges, dues or assessments paid by employees who do not object to advancing those ideas and who are not coerced into doing so against their will by the threat of loss of governmental employment."

Although we realize the Court indicated it is not an adequate remedy to limit the use of the actual dollars collected from dissenting employees to collective-bargaining purposes, the court also states that the union as the statutory representative of the employees is subject always to complete good faith and honesty of purpose in the exercise of its discretion.

However, a precedent-setting court decision, January 21, 1982, by the Massachusetts Supreme Court in School Committee of Greenfield vs. Greenfield Education Association & Others prevents the association, a local affiliate of the National Education Association, from collecting the forced fees until it proves that the fees are spent solely for its collective bargaining activities. As construed, it prohibits an employee organization from assessing an agency service fee in excess of an employee's proportional share of collective bargaining contract administration, and grievance expenses, and any violation of the law is a prohibited labor practice.

Also, all parties agree that the teachers may not be forced to support the social, political, or speech activities of the association. That the procedure for separating permissible from impermissible expenses not place a great burden on the employees, since it is their constitutional rights that are being diminished. Dissenting employees need only to enter a general objection to support of the association's activities and subsequently the burden to justify its expenditures rest solely with the association.

The decision protected the constitutional rights of dissenting employees by allowing disputed fees to be placed in an escrow account, precluding union access to the money until a judicial determination of the correct amount was made, and that non-member employees cannot be forced to use internal union rebate procedures before going to court.

The Massachusetts Supreme Court in its decision cited legal precedents established in Abood v. Detroit Board of Education (1977); Brotherhood of Ry. & S.S. Clerks v. Allen (1963); Ball v. Detroit (1978); and other related cases.

We would certainly appreciate your response to every question on page 1 of this letter. We would also appreciate a response to my letter to you of October 10, 1981. We have never received one.

Sincerely yours,

Paul R. Bourdeau

PRB/cfb

Paul R. Bourdeau

RECEIVED MARCH 23 1982 BY CEA
STILL NO RESPONSE

19 Valley View Drive RR 1
New Milford, Conn. 06776
March 17, 1982

Mr. Ronald Cordilico, Legal Counsel
Connecticut Education Association
21 Oak Street
Hartford, Connecticut 06106

Dear Attorney Cordilico:

We have had no response from you to our letter of January 24, 1982. Once again, we request your kindness in providing us with the following information:

- In the CEA Advisor budget you forwarded us there were no column headings and two sets of somewhat similar figures. Would you kindly clarify this for us?

- On what basis does the CEA determine the percentage of expenditures for the Advisor is spent on political/ideological purposes and other activities not related to the negotiated contract and/or grievances?

- Does the total budget you sent us for the Advisor include the salaries and fringe benefits of its staff and support personnel?

- Does the total budget you sent us for the Advisor include the expenses incurred for administration and maintenance (telephone, utility, custodial, rental, etc.) and supplies of the offices involved in publishing and distributing said publication?

- Does the total budget you sent us for the Advisor include the cost of Spolen/McCall, local advertising representative and Fox Associates, national advertising representative?

- In our letter of December 13, 1981 we also requested similar information for the CEA weekly News Brief. As of the above date, there has been no response to this request.

- We still have had no response to our letter to you of October 10, 1981.

Your immediate response to the above would be greatly appreciated. We trust the budgets would reflect the all-inclusive and related costs. We wish to thank you in advance for your Cooperation.

Sincerely yours,

Paul R. Bourdeau

Paul R. Bourdeau

PRB/cfb

3304059370

March 28, 1982

PERTINE[illegible] FACTS REGARDING SERVICE [illegible]E FUND (1981-82)

- Attorney Larry Foy and Supervisor Jack Kingston of the State Labor Relations Board have informed me that Connecticut General Statutes 10-153 is the only labor relations law in Connecticut which does not give standing jurisdiction to the Labor Relations Board nor does it allow individual teachers the right to file an official complaint with said Board. It was suggested I write to the chairpersons of the Education Legislative Committee to solicit such a change.

- All three unions violated contract agreement, Article XVI - Section 1, with the New Milford Board of Education by failing to notify the Board by September 1, 1981 of the amount of union dues.

- All three unions violated contract agreement, Article XVI - Section 3, with the New Milford Board of Education by failing to notify the Board of the amount of the service fee prior to the opening of school.

- All three unions have violated, as indicated below, their own internal rebate procedures which were adopted to protect the constitutional rights of non-members who are required to pay a service fee:
  1. required notification to non-members within ten (10) days after the unions reasonably knew that a service fee requirement was in effect of:
     a. a copy of the rebate procedure.
     b. the amount of projected preliminary rebate. As of this date, we still have not been appropriately notified of the projected preliminary NEA rebate amount.
  2. violated as prescribed:
     a. to acknowledge the non-members request for a rebate has been received.
     b. to inform non-members that an amount equal to projected preliminary rebate has been placed in escrow.
     c. to notify non-members that rebate to which we are entitled will be sent not more than 30 days after the end of the current fiscal year.

NOTE: Such a request by non-members was made to all three unions on September 3, 1981. A follow-up request was made by certified, receipt requested letter on November 7, 1981. As of March 28, 1982 the three unions have not responded.

- We are required to pay the full union dues of $171 for the 1981-82 school year. Thus these monies unless the projected preliminary rebate amounts are reasonably determined and placed in escrow could be utilized by the unions for activities and causes non-related to contract negotiations, contract administration, and grievance adjustment. This would be contrary to our beliefs and contrary to the U.S. Constitution as determined by the U.S. Supreme Court in the Abood decision.

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- The preliminary projected rebate amounts are as follows:
  N.M.E.A. - .58 of $21 (2.8%)
  C.E.A. - 1.53 of $102 or (1.5%)
  *N.E.A. - 4.28 of $48 or (8.9%)

  * We are not positive of this amount as we have never been notified of the NEA's projected preliminary rebate.

- We ask you to seriously weigh the reasonableness of these amounts when we are aware of one school district in which non-members are being assessed 100% of the local dues and in which the CEA and NEA service fees are the same during a year when a contract is being negotiated while in New Milford a contract agreement was awarded last year and no negotiations are being conducted during the current fiscal year.

- The first accuracy challenge to the final rebate amount must be made to the unions. This would seem to be an exercise of futility. A neutral body such as the State Labor Relations Board should be given jurisdiction.

- The second and third challenges of the final rebate amount are to be made respectively with the State Board of Mediation and Arbitration and the American Arbitration Association. Neither of these Boards knew of the provision that they were a party to the resolution until contacted by us. Such challenges would cause an exhorbitant financial burden on an individual teacher as a complainant must pay one-half of the incurred expenses. The Abood decision specifically places the burden of proof on the unions and not the complainant.

- An initial request of September 14, 1981 and several follow-up requests to the CEA has failed to provide a reasonable accounting of the expenses necessary to administer, publish and distribute the official CEA publications the CEA Advisor and the Weekly News-Brief. We have received a budgeted amount of $65,000 for the Advisor but no information whatsoever for the News-Brief. Questions as to whether the $65,000 includes staff and support personnel salaries, the cost of local and regional advertising agencies as well as other sundry expenses have gone unanswered.

- Finally, although there are many items, we offer some examples of activities and causes for which we are being assessed and which are contrary to our beliefs. None of these examples have ever been awarded in contract negotiations with a Board of Education in the State of Connecticut:
  a. free legal representation in workmen's compensation cases - an internal union benefit
  b. Over 90% of the official union publications at the local, state and national levels. We do not receive copies and rightly so as they are filled with ideological and political causes. Copies are distributed to members only. In effect, we agree as we do not want to receive any internal union benefits.

c. the purchase of union liability insurance - an internal union membership benefit.
d. Salaries and fringe benefits of staff members and support personnel who are not and when not engaged in contract negotiations, contract administration and grievance adjustment.
e. Expenses to administer and maintain offices which are not engaged in the areas specified in the statutes. These are commonly referred to as internal institutional costs.
f. Numerous administrative and promotinal expenses of the unions.
g. Support of advocated political, social and ideological positions, causes and projects which are contrary to our beliefs.

NOTE: Although not privilege to any union communications, we can provide substantive evidence of these and many other union activities which are contrary to the intent of the law as passed by the Connecticut General Assembly.

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FEDERAL ELECTION COMMISSION
1325 K STREET N.W.
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 1522

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