

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BRENDA STOKELY, CHUCK MOHAN
and GLORIA JACKSON,

Plaintiffs,

**DECLARATION OF
BRENDA STOKELY**

- against-
RAGLAN GEORGE, JR., individually and as
Executive Director of District Council 1707,
AFSCME, AFL-CIO, and DISTRICT COUNCIL
1707, AFSCME, AFL-CIO,

Defendants.

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BRENDA STOKELY, pursuant to 28 U.S.C. § 1746, declares under the penalty
of perjury that the following is true and correct:

1. I am a plaintiff in this action, and I am familiar with the facts set forth below. I make this Declaration in support of plaintiffs' motion for a preliminary injunction.
2. I am currently, and since 1990 have been, a member of District Council 1707, American Federation of State, County and Municipal Employees, AFL-CIO ("District Council 1707" or "the Union"). District Council 1707 has seven constituent local unions which represent employees of non-governmental social service agencies in New York State and New Jersey. The District Council, which has approximately 23,000 members, is affiliated with the international labor organization, American Federation of State, County and Municipal Employees, AFL-CIO ("AFSCME").
3. In the District Council election of officers held in May 2002, I was part of a reform slate which ran against the incumbent officers. I had held various union offices in the

past – Local 215 Executive Board member, delegate to the District Council, and President of Local 215. Our reform slate won the election, and I was elected to a three year term as President of the District Council. My term of office was supposed to expire on May 17, 2005. However, in January 2005, I was removed from office in by Raglan George, Jr., the Executive Director of District Council 1707. George’s action in removing me from office was politically motivated and, as explained more fully below, it violated the District Council constitution, the AFSCME constitution, and the Labor-Management Reporting and Disclosure Act of 1959 (“LMRDA”).

4. District Council 1707 has four officers who are directly elected by the entire membership – President, Secretary, Executive Director, and Treasurer. The presidents of the constituent local unions are elected by the members of their own locals, and also serve as Vice Presidents of the District Council. The Executive Board of the District Council thus consists of the four officers elected by the entire membership and the Vice Presidents (local union presidents). The District Council is governed by a Delegate Assembly which is made up of approximately 60 delegates. The delegates are elected by the local unions affiliated with the District Council in accordance with the size of their respective memberships, i.e., the larger locals have a greater number of delegates.

5. The only officer who is paid a full-time salary by the District Council is the Executive Director. The other officers are employed by various agencies with whom the District Council has collective bargaining agreements. I have been an employee of the New York Association for New Americans (“NYANA”) and a member of Local 215 since 1990.

6. On December 3, 2003, I was laid off from NYANA. The Union filed a class action grievance against NYANA challenging my layoff and the layoff of approximately 60 other NYANA employees. The Union is seeking the reinstatement of all the laid off employees.

The last arbitration hearing in this matter was held in September 2004, and a decision is pending. The Union also filed unfair labor practice charges with the National Labor Relations Board (“the Board”) concerning the layoffs. The Board deferred its investigation of the charges pending the outcome of the arbitration.

7. At an Executive Board meeting held on January 6, 2004, a motion was made to grant me a stipend while the arbitration concerning my layoff at NYANA was pending. According to the motion, I would be given an allowance equal to three days’ pay per week. As reflected in the minutes of the meeting, George advised the Executive Board that he had discussed this issue with the General Counsel of AFSCME and the District Council attorneys, and that he made sure that the action was “legal and proper” and was not in violation of the constitutions. The motion was passed by the Executive Board. A copy of the minutes of the January 6, 2004 Executive Board meeting is annexed hereto as Exhibit A.

8. The resolution passed by the Executive Board on January 6, 2004 is entitled “Brenda Stokely Allowance for Service on the Board.” A copy of the resolution is annexed hereto as Exhibit B.

9. After the Executive Board meeting, George sent a memorandum to David Ocasio, the Financial Director of District Council 1707, advising him that I was to receive an allowance of \$47,000 per year with monthly and weekly expense allowances, effective January 7, 2004. A copy of this memorandum, dated January 8, 2004, is annexed hereto as Exhibit C. Pursuant to the vote of the Executive Board and George’s memorandum, I began receiving an allowance from the District Council, and I continued to perform my duties as President.

10. Payment of such an allowance to a District Council officer is specifically provided for in the District Council constitution and has been done on a number of occasions in

the past. Article VIII, Section 2 of the District Council constitution expressly provides that “such payments shall not bar them from their respective offices.” Article VIII, Section 2 in pertinent part provides:

Except as specifically provided in this constitution, the acceptance of any full-time salaried employment with the council or with the International Union by any board member shall automatically and immediately vacate such office. Reimbursement of lost time, stipends or per diem allowances for functioning on any council or International Union instrumentality shall not be deemed salaried employment but must be promptly reported to the executive board and recorded in its minutes. The executive board may make such allowances to the board members for their service on the board as it deems proper and pay compensation to the executive director as authorized in this constitution and such payments shall not bar them from their respective offices.

A copy of the District Council constitution is annexed hereto as Exhibit D.

11. At least two former officers of District Council 1707 were given allowances by the Executive Board and continued to serve in their respective offices. Bettye Roberts, who became president of the District Council in the 1970’s, was employed by a day care center. When the day care center closed, Roberts lost her job. She was then given a five-day per week allowance by the Executive Board which she continued to receive until the mid-1990’s. In or around 1996, Roberts became ill and was unable to perform her duties. The Executive Board voted to discontinue her allowance, and at some point thereafter, she resigned as president. The minutes of the January 6, 2004 Executive Board meeting, and the written resolution granting me an allowance, both indicate that the Executive Board was using the allowance previously given to Roberts as a guide to determine the amount of the allowance that I would receive. See Exhibit A, p. 3 and Exhibit B. A former District Council treasurer, Michael Melrod, was also given an allowance by the District Council in the 1990’s after he retired from

his employment. Melrod, like Roberts, received a five-day per week allowance while serving as treasurer.

12. On January 14, 2005, I was given a memorandum from George in reference to the “President’s Position.” In the memorandum, George stated that it had “been brought to [his] attention that we are in violation of our constitution.” Pointing specifically to Article VIII, Section 2 and Article X, Section 12 of the District Council constitution, George stated that by “accepting employment” with the District Council, I had “automatically vacated the office [of president].” A copy of the January 14, 2005 memorandum is annexed hereto as Exhibit E. I asked George who it was that brought this alleged violation to his attention, and he responded that it was not important for me to know.

13. George is plainly incorrect in his assertion that Article VIII, Section 2 requires that I vacate the office of president. In fact, as explained above, that section of the constitution expressly provides that officers may be granted an allowance by the Executive Board and that such payments “shall not bar them from their respective offices.” George’s citation to Article X, Section 12 is disingenuous. That section pertains to staff members or employees of the District Council who receive a salary – not to officers who are granted allowances by the Executive Board. Because acceptance of an allowance by an officer is expressly permitted by the District Council constitution, because it has been a practice of the District Council to provide such allowances to officers, and because I had been receiving the allowance and performing my duties as president for the previous year – based on the Executive Board resolution – I refused to vacate the office of president.

14. On January 19, 2005, I received a memorandum from Jeannette Pringle, the District Council secretary, stating that a “special Executive Board Meeting” had been called

for January 22, 2005. The memorandum set forth just one agenda item for the meeting:

“Vacancy in the position of President.” A copy of the memorandum is annexed hereto as Exhibit

F. The Executive Board meeting was convened at 9:00 a.m. on January 22, 2005 at the District Council offices. A number of officers and delegates from various locals were also in attendance. Those individuals asserted that (a) Pringle’s calling of an Executive Board meeting was itself a violation of the District Council constitution because the constitution provided that only the president could call special Executive Board meetings, and (b) that George’s attempt to remove me from office was unconstitutional as well. George sought, unsuccessfully, to have everyone who was not an Executive Board member leave the meeting. The meeting ended within an hour; a number of Board members went into George’s office and others went to either a treasurers’ or shop stewards’ training, both of which were being held at the District Council that day. No action was taken at the meeting. Subsequently, George attempted to re-convene the Executive Board meeting in his office. I could not be present because I was leading the shop steward training. However, I am advised by Board member Elizabeth Studdivant that there continued to be dissension on the Board over my purported removal, and that no motions were made and no action was taken by the Board.

15. A meeting of the Delegate Assembly was held on January 25, 2005. At that meeting, a motion was made by Zela Scott, a delegate, that I remain in office because my removal as president was illegal and unconstitutional. The vote on this motion was 18 in favor, 21 against, with 2 abstentions.

16. George subsequently directed Ocasio to remove me from payroll. This is reflected in a January 25, 2005 memorandum from Ocasio to George. A copy of the memorandum is annexed hereto as Exhibit G.

17. By letter dated January 26, 2005, George informed me that my status as a “paid staff person with DC 1707” was being terminated that day. A copy of this letter is annexed hereto as Exhibit H.

18. By letter dated January 26, 2005, George advised me that the Executive Board, at a meeting on January 22, 2005, and the Delegate Assembly, at a meeting on January 25, 2005, had “declared that the office of President is vacant.” Accordingly, George stated, I was “no longer President of the Council and no longer a member of the Delegate Assembly.” In addition, George advised me that I was “not to be involved in any negotiations for any agency except for those pertaining to NYANA” and that I was “not to represent to any organizations that [I had] the authority to represent DC 1707.” A copy of this letter is annexed hereto as Exhibit I.

19. The reason for my removal from office had nothing to do with the District Council constitution. The pertinent provisions of the constitution have not changed for decades, and the District Council officers, including George, are familiar with them. As reflected in the minutes of the January 6, 2004 Executive Board meeting, George and the other members of the Executive Board were well aware that previous officers had been granted an allowance by the Executive Board and continued to serve as officers. By his own admission, George checked the constitutions, and reviewed the matter with counsel for the District Council and counsel for AFSCME prior to the January 6, 2004 vote by the Executive Board. He assured the Executive Board that it was “proper and legal to do.” See Exhibit A, p. 3.

20. My removal from office is based solely on politics. As president of District Council 1707, I have been very outspoken and I have questioned actions taken by George as Executive Director. Prior to my removal as president, speculation had arisen that I was going to run against George in the May 2005 election. Removing me from office was a

preemptive act on George's part to harm me politically and make me a less effective candidate in the 2005 election. Some of the matters on which George and I have clashed are the following:

a. The matter of George's salary. At one point in 2003, George proposed to increase his salary from \$70,000 per year to \$150,000 per year, and to make it retroactive to May 2002. I openly opposed this increase – particularly since the union was in debt at the time and many of our members were without a contract. The Executive Board ultimately agreed to raise his salary to \$100,000 per year.

b. More recently, in September 2004, I was critical of George for his “inaction” at an AFSCME Executive Council meeting in Washington, D.C. I went to the Executive Council meeting in Washington, D.C. in order to urge the Council to endorse the Million Worker March (“MWM”), an event with which I was very actively involved and for which I served as co-Northeast Regional organizer. District Council 1707 had previously endorsed the MWM, and had submitted a resolution for the International Union to endorse the march at the AFSCME convention in June 2004. That resolution, among others, had been sent to a committee and was to be dealt with at the Executive Council meeting. George, who as an International Vice President is a member of the Executive Council and is therefore allowed to speak at Council meetings, was supposed to speak in support of the endorsement when it came up for discussion. However, at the time the matter was raised George was asleep in his seat. The Executive Council effectively voted against an endorsement of the MWM (by voting to uphold all of the AFSCME committee recommendations which included a recommendation against an endorsement). I woke George and explained what had occurred, and he subsequently raised an objection as to how the vote was handled. The matter was reopened, and I was allowed to speak on it. The Executive Council voted against an endorsement anyway, but I believe that George

was embarrassed by the incident.

c. In November 2004, George called a special meeting of various officers and delegates, without my prior knowledge, to discuss bringing charges against me for making “inappropriate” credit card charges in connection with the rental of buses for the MWM. I learned of the meeting from another officer who was invited. When I was “summoned” to the meeting over the Union’s public address system, I brought documentation demonstrating that nothing inappropriate had been done. No charges were ever brought against me.

d. In the fall of 2004, Local 100 of the Transport Workers Union (“TWU”) was involved in a battle to prevent the Metropolitan Transit Authority from closing fare booths and laying off transit workers. At my invitation, a representative of the TWU spoke at the November meeting of the Delegate Assembly, and over half the delegates volunteered to assist the TWU by distributing fliers, attending rallies and organizing community meetings. In December 2004, the MWM organizing committee distributed a flier calling for informational picketing in support of the transit workers and general riding public at the office of the MTA Chairman. The leaflet indicated that people could contact District Council 1707 about the picketing. Although I had been involved with the MWM organizing committee, I was out of town at the time and unaware of the leaflet, but George believed that I had approved it. On December 15, 2004, without ever asking whether I was involved with the leaflet, George sent me a memorandum “instructing” me to remove 1707’s name and phone number from any literature to be distributed by the MWM or any other organization unless it received Executive Board approval. A copy of the December 15, 2004 memorandum is annexed hereto as Exhibit J. I advised George that I was not his employee and he was not my boss, and that he was not to write letters “instructing” me to do anything. George responded that he was indeed my boss.

e. In December 2004, George terminated two staff employees, including the Assistant Director in charge of research. Such actions would normally be reported to the Executive Board. However, at the January 4, 2005 Executive Board meeting, George said nothing about these terminations. I asked him several times if he had anything to report and he responded that he did not. I finally raised the matter myself, indicating that I had concerns about the discharges. George responded that he fired them and did not need to explain why. (George also made no mention at the January 4, 2005 Board meeting of there being any problem with my serving as president at the same time that I received an allowance – as I had been doing for the previous year.)

21. My removal as president will be detrimental not just to me, but to the entire union. It deprives the members of the services of the individual who they freely elected as president – without a vote by the members who elected me, without any misconduct on my part, without any disciplinary charges, and without any due process at all.

22. My removal from office will also have a deleterious effect on the specific matters in which I was involved as president. For example, I was deeply involved in the negotiation of a new collective bargaining agreement with the Federation of Employment Guidance Services (“FEGS”), a multi-purpose non-profit social services agency with approximately 1,900 Union employees. FEGS is the largest agency with which Local 215 has a contract, and its contract sets the precedent for the industry. I was part of the Union negotiating committee and, as the former president of Local 215, I was heavily relied on by the negotiating team and the District Council staff representative. We had held six bargaining sessions with FEGS since November 2004, and a bargaining session was scheduled for January 31, 2005, the day the contract expired. However, after I was removed from office George cancelled that

session. It is my understanding that George now intends to lead the negotiations, despite the fact that he has not attended any of the previous sessions. Although as Executive Director he has the right to lead the negotiations, George has no particular knowledge of this agency or the members' concerns or the key issues involved in the negotiation.

23. My removal from office will undoubtedly have the effect that George intended. I will have far less ability to communicate with the members, I will no longer be in the "public eye" with respect to the District Council, and, in the eyes of many members, my image will be tarnished as having been summarily "removed" from office. Nominations for the May 2005 election are going to be held on March 22, 2005. I have already been harmed as a prospective candidate by my removal. Every day that I am not allowed to serve as the duly elected president of District Council 1707 will hurt my candidacy more.

24. George's action in removing me from office should be overturned by the court because it violates the District Council constitution, the AFSCME constitution and the LMRDA. It violates the District Council constitution because Article VIII, Section 2 expressly provides that officers may be granted an allowance by the Executive Board, as I was, and such payments shall not bar them from their respective offices. It violates the LMRDA because that federal law prohibits a union from infringing a member's right of free expression. George took action against me because of my perceived criticism of him and his concern that I was going to run against him in the upcoming election. His action violates my LMRDA rights and the rights of the union members who elected me to a three year term of office. Finally, it violates the constitution of the International Union because the AFSCME constitution has adopted a "Bill of Rights for Union Members" which, like the LMRDA, provides that members "shall suffer no impairment of freedom of speech concerning the operations of this union." Removing me from

office before the end of my term solely because of my political opposition to the Executive Director constitutes a flagrant impairment of my freedom of speech.

WHEREFORE, your declarant requests that the court issue an order directing Raglan George and District Council 1707 to reinstate me to the office of President of District Council 1707 pending a final determination of this action.

Dated: February 11, 2005
New York, New York

Brenda Stokely