
ATTACHMENTS TO THE WRITTEN STATEMENT OF DAVID A. BEGO

***SUBMITTED TO THE UNITED STATES HOUSE OF REPRESENTATIVES
SUBCOMMITTEE ON HEALTH, EDUCATION, LABOR AND PENSIONS***

May 24, 2011

ATTACHMENT 1

FILE No. 394 08/05 '06 11:26 ID:

FAX:

PAGE 2/ 5

NEUTRALITY AGREEMENT BETWEEN AND SERVICE EMPLOYEES INTERNATIONAL UNION

Service Employees International Union, Local 3 ("Union"), and ("Employer") hereby enter into this neutrality agreement ("Agreement") to establish a recognition procedure for all of Employer's non-supervisory janitorial service employees employed in commercial office buildings and office parks of over 75,000 square feet in Marion County and Hamilton County, Indiana. For the purposes of this agreement, an office park includes any set of contiguous buildings owned or managed by the same person or entity regardless of whether the buildings are covered by a single cleaning contract or cleaned by a single contractor.

For purposes of this Agreement, "commercial office building" shall include any commercial or government building in which 60% or more of the overall building floor space (excluding parking area) is devoted to office space. The parties acknowledge that "office space" includes common areas such as lobbies, restrooms and hallways adjacent to offices. "Commercial office building" shall not include health care, warehouse, light industrial, laboratory, production, or manufacturing facilities.

For purposes of this Agreement, "non-supervisory janitorial service employees" (hereinafter "Employees") shall not include any supervisor employed by Employer.

Employer (and its supervisors) will not take any action or make any statement that will directly or indirectly state any opposition by Employer to the selection by its Employees of a collective bargaining agent, or preference or opposition to Union as a bargaining agent, as described in Exhibit A. Union access to Employer's Employees shall be limited to the access provided in Exhibit A and shall not include the interior of any building serviced by Employer.

Employer and Union agree and acknowledge that the National Labor Relations Act protects the rights of Employees to join labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection. The Parties further agree and acknowledge that the National Labor Relations Act prohibits any form of discrimination, discipline or coercion for engaging in union activities or for choosing not to engage in union activities.

Immediately following the execution of this Agreement, Employer shall sign and make available to all of its supervisory and non-supervisory employees employed within the scope of this agreement and Union executed copies of the letter attached hereto as Exhibit A on company letterhead, assuring Employees of Employer's neutrality in the matter of their union organizing.

Immediately following the execution of this Agreement, Union shall sign and deliver to the addressees designated by Employer the letter attached hereto as Exhibit B on Union letterhead, assuring the addressees that Union deems Employer to be a responsible contractor.

Upon Union's request, Employer shall provide within five (5) business days a list of the names and addresses of all Employees within classifications subject to this Agreement. Such request must be limited to Employees assigned to work locations within the geographic scope of this Agreement. Employer shall update the list upon reasonable request from Union, but no sooner than ten (10) business days following provision of the previous list.

Once Union claims majority status at a commercial office building, or group of commercial office buildings, in Marion County and Hamilton County, it shall provide written notice of such claim to Employer at the address designated below for purposes of notice. Employer and Union will meet within ten (10) days of Employer's receipt of such written notice at a mutually agreeable date, time and location. Union will then present Employer with signed authorization cards or a petition memorializing individual Employees' desire to be represented by Union for purposes of collective bargaining. Employer shall not unreasonably object to the validity of any authorization card. The card check shall be administered by a neutral third party, to be selected by mutual agreement of the parties and who shall preside over the card check meeting, as expressed in Exhibit C. Both the Union and Employer may designate one representative to be present during the card check process.

Employer will not file a petition with the National Labor Relations Board for an election in connection with any demand for recognition by Union during the term of this Agreement. By entering into this Agreement, Employer acknowledges that it has waived any right that it may have during the term of this Agreement to file a representation petition in response to any demand for recognition by Union pursuant to this Agreement.

Once Union can demonstrate that at least 60% of the combined square footage of commercial office buildings and office parks (as defined above) over 75,000 square feet in Marion County and Hamilton County is serviced by contractors who have recognized Union as the exclusive bargaining agent of their employees, Employer agrees to commence bargaining for a master collective bargaining agreement for Marion County and Hamilton County. Employer will be under no obligation whatsoever to bargain with Union prior to Union's demonstration of this 60% threshold and Union expressly waives Employer's duty to bargain prior to the Union's demonstration of this 60% threshold. Prior to claiming that the 60% threshold has been met, Union shall deliver to Employer a list of the buildings (including addresses) it deems to be included within the scope of this Agreement (i.e., commercial office buildings and office parks of over 75,000 square feet in Marion County and Hamilton County). Prior to Union's demonstration that the 60% threshold has been met, Employer and Union shall attempt to mutually agree to the list of buildings included within the scope of this Agreement. If no agreement can be reached, the parties will submit the issue to arbitration pursuant to this Agreement.

1/20/06 pg 2

On the date of execution of this Agreement, and continuing for the duration of this Agreement, Union shall list Employer on any list of approved contractors (including any list of "responsible contractors" or similar lists) distributed to building owners, building managers, building tenants, any media sources, or any other organization or individuals. Contractors shall be listed in the order of their share of the market defined in this Agreement.

For the duration of this Agreement, Union shall not engage in any form of demonstration targeting Employer at any of Employer's work locations in the geographic scope of this agreement. To the extent Union intends to demonstrate at a location serviced by Employer targeting an entity other than Employer, Union shall provide notice to Employer at least seven (7) calendar days prior to such demonstration. For purposes of this Agreement, "demonstration" shall include any form of handbilling, picketing, patrolling, public or private speech, or any other activity identifying, either directly or indirectly, Employer. "Demonstration" shall also include maintenance of any Internet website targeting Employer, its customers, or tenants of buildings serviced by Employer. This prohibition on demonstrations shall not apply to any demonstration targeting Employer's customers or tenants occurring outside of the geographic scope of this Agreement and will be considered ineffective on a date 60 calendar days after the first bargaining session between Union and Employer resulting from the bargaining trigger described above.

The parties agree that any disputes regarding the interpretation or application of this Agreement shall be submitted to expedited arbitration before an impartial arbitrator. Should Employer and Union be unable to agree upon an impartial arbitrator, an arbitrator shall be selected pursuant to the American Arbitration Association's rules for expedited arbitration upon the written request of Employer or Union. A finding or award by the arbitrator shall be final and binding upon the parties. All fees and costs associated with the arbitration shall be shared equally by the parties, however each party shall bear its own attorneys' fees. This Agreement shall be interpreted as an agreement under Section 301 of the National Labor Relations Act.

Any notice required under this Agreement shall be sent to the following designated addresses of the parties:

Service Employees International
Union, Local 3
1 N. Meridian, Suite 1010
Indianapolis, IN 46204

This Agreement shall be effective on the date of complete execution and shall continue in effect for a period of three years, or until collective bargaining negotiations commence between Union and Employer, whichever occurs earlier.

This Agreement shall be binding, within the geographic scope of this Agreement, upon the parties, their successors and assigns, and any entity in which Employer or its parent has a controlling interest.

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 3

Dennis M. Dingrow

Dated: 11-18-05

ATTACHMENT 2

JUL-03-2007 02:07 AM

P. 05

UNION AUTHORIZATION CARD

I hereby authorize the Service Employees International Union Local 3 to act as my sole bargaining representative.

Name _____

Address _____

City _____ State _____ Zip _____

Building _____

Signature _____

Witness _____

Home Phone _____

Cell/Pager _____

Employer _____

Date _____

Know Your Rights

You have the legal right to form a Union free from intimidation. The following activities by your employer are illegal.

- ✓ Threatening employees if they join or support a Union
- ✓ Retaliating against employees for Union activity
- ✓ Discriminatory treatment of Union supporters or preferential treatment for anti-union employees
- ✓ Questions about your own or others' union support
- ✓ Prohibiting employees from talking to the Union
- ✓ Discriminatory policies or discipline regarding Union materials

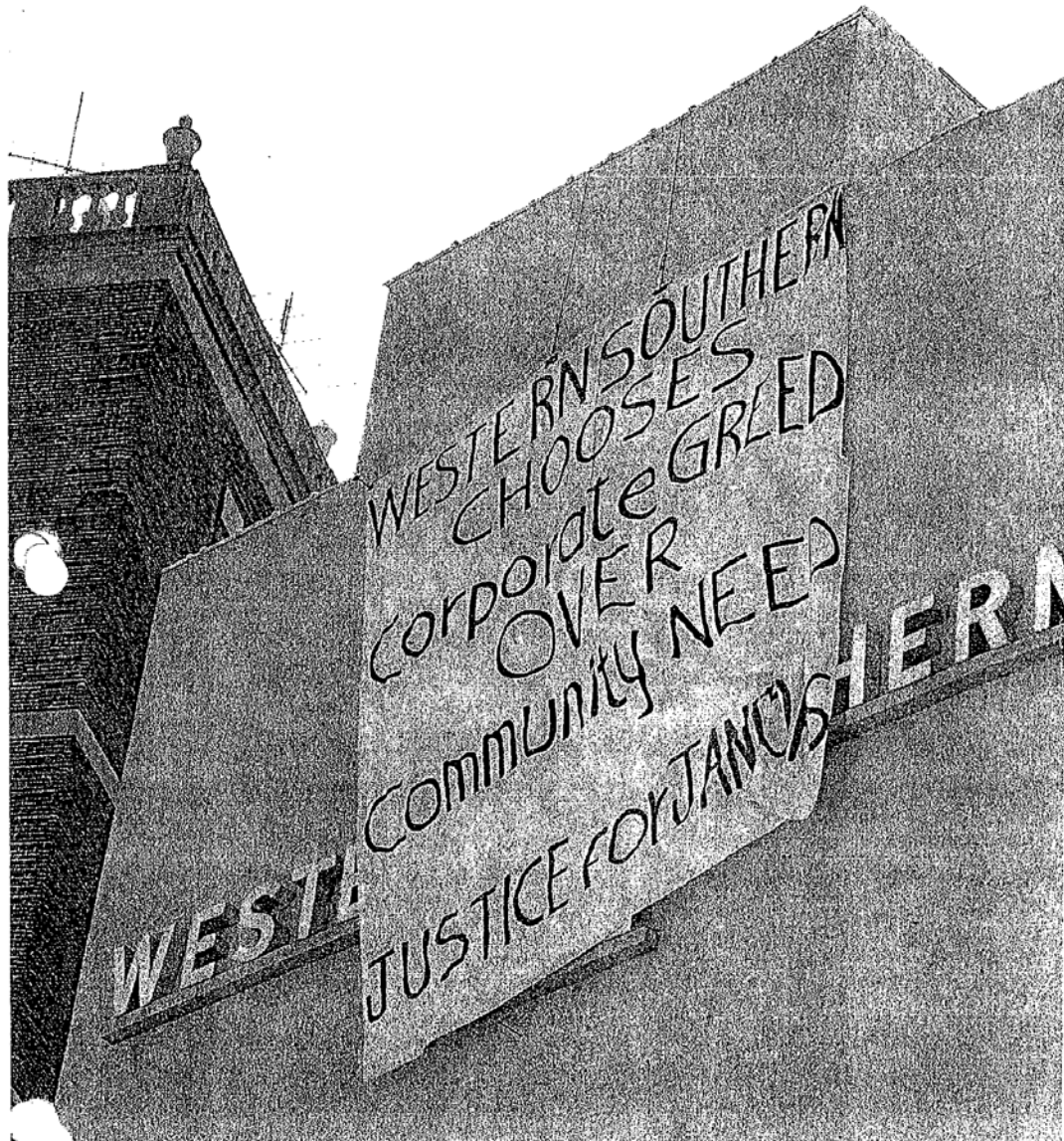
E-T

ATN. Brian

ATTACHMENT 3



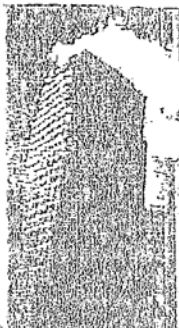
ATTACHMENT 4



T83

ATTACHMENT 5

WHAT HAPPENS AT MARKET TOWER AFTER TENANTS LEAVE FOR THE DAY?

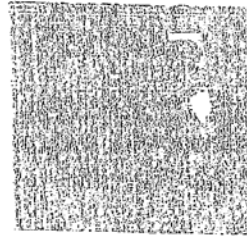


- INTIMIDATION
- FIRING OF UNION SUPPORTERS
- WORKER EXPLOITATION
- CIVIL RIGHTS ABUSES
- THREATENED PHYSICAL VIOLENCE

CONTRACTORS AT MARKET TOWER ARE OUT OF CONTROL

The contractor hired to clean this building, Indianapolis-based Executive Management Services, has initiated an unprecedented attack against working families in the Midwest who are standing up for the American Dream.

Now, Market Tower security guards are routinely threatening and intimidating janitors by calling the police to prevent janitors from holding union meetings after work, engaging in surveillance against workers engaged in protected activity and threatening physical violence against union organizers.



Indianapolis janitors are fighting for a better future for their families.

INTENSE CIVIL RIGHTS ABUSES AND SURVEILLANCE PRACTICES

We have a dispute with EMS and Services and no other employees. This is not a report to cause confusion or delay of any.



Unsuspecting citizens enter these building at day, unaware that at night their building become a house of horrors for the EMS janitors who clean their offices.

EMS Janitor who works with blood & dangerous chemicals at the ROCHE Labs report never having mandatory HPV vaccines, protective clothing and only had a training on safety After he complained to OSHA.

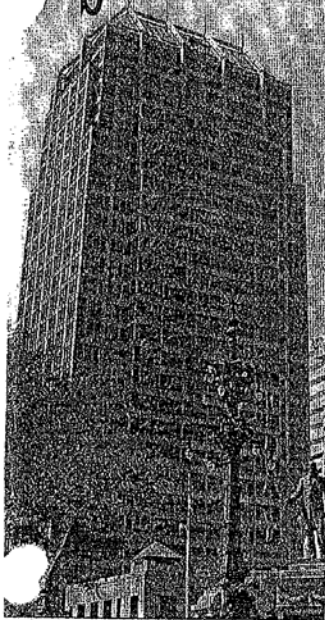
EMS Labor Law Violations include: Threatening, Retaliating, and Firing Workers for standing up for their rights.

“When you earn \$312 every two weeks, its not enough but you still rely on your salary to provide for your family. Then company threatens you for speaking out and fires your co-workers for speaking out.-Shaneka Brown EMS Janitor

Every night is SCARY For an EMS Janitor.

Dispute with EMS and no other employer. Janitors are on strike for unfair labpr practices

Why is HDG Mansions' Market Tower A Houses of Horrors For EMS Janitors?



Janitors who clean Market Tower and other prominent Indy Buildings for EMS face unsafe working conditions, broken cleaning equipment, and Management acts of intimidation and retaliation for standing up for their rights.

EMS Labor Law Violations include: Threatening, Retaliating, and Firing Workers for standing up for their rights.

"When you earn \$312 every two weeks, its not enough but you still rely on your salary to provide for your family. Then the company threatens you for speaking out and fires your co-workers for speaking out.-Shaneka Brown EMS Janitor

An EMS Janitor who works with blood & dangerous chemicals at the ROCHE Labs report never having mandatory HPB vaccines, protective clothing and only had a training on safety After he complained to OSHA.

Every night is SCARY for an EMS Janitor.

Dispute with EMS and no other employer. Janitors are on strike for unfair labpr practices

E-TTT

PAID ADVERTISEMENT

PAID ADVERTISEMENT

PAID ADVERTISEMENT

EMS
EXECUTIVE MANAGEMENT
SERVICES, INC.

Dear SEIU, Please "Fish or Cut Bait!"

For several months now EMS Inc., a local commercial cleaning firm, has been under an undeserved and relentless attack by the Service Employees International Union (the "SEIU"), a multi-million dollar labor union headquartered in Washington D.C. EMS has been attacked for refusing to give up its employees' rights in Indianapolis and Cincinnati to vote in a secret ballot election as to whether they want to be represented by the union or not. This election would be conducted by the National Labor Relations Board (the "NLRB"), a federal agency that has guaranteed this right to workers in this great country for over 60 years.

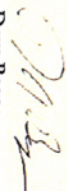
EMS' janitors are among the highest compensated in each of its markets. They have also been treated fairly and generously by EMS with respect to benefits and other terms and conditions of employment. Nonetheless, the SEIU wants these janitors to become dues-paying members of the union to support the SEIU's own business and political interests.

When a direct appeal to EMS' employees was not successful, the SEIU enlisted a group of "Concerned Clergy" (supported financially by the SEIU) and union "sales" (persons hired by the union to secretly secure jobs with EMS and attempt to disrupt its operations) to persuade EMS' customers and the general public that EMS does not treat its employees fairly. The union's smear campaign, so-called "Justice for Janitors," is aimed primarily at the building owners and property managers who utilize EMS' services. **Because the union cannot convince EMS' employees that a union and its dues, fees, fines, and assessments are in their best interests, the SEIU has pressured EMS' customers to stop doing business with the Company.** The union has resorted to such childish tactics as releasing hundreds of helium-filled balloons in a downtown office high rise; unlawfully accessing the roof of a downtown building and unfurling a huge flag over the side

of the building attacking the building owner for using EMS to clean the facility; congregating outside of EMS-cleaned buildings and disrupting access to the buildings with placards, banners, and handbills; and writing letters to the owners, managers, and tenants of EMS-serviced buildings filled with lies and misrepresentations about how EMS treats its employees. **In fact, the union is currently under investigation by the NLRB in Indianapolis and Cincinnati for these stunts.**

Sadly, the only people who seem to be left out of the union's efforts are the very employees the SEIU seeks to represent. Well, SEIU, its time to either "fish or cut bait." EMS, its employees and customers, and the general public are all fed up with your shenanigans. **EMS is very willing to let its employees vote in a secret ballot election conducted by the federal government to decide whether they want to be members of your union or not.** If you have the employee-signed cards and the courage of your convictions, please petition the NLRB for an election. **We will not protest or challenge your petition; in fact, we have encouraged you to seek an election since your first contact with EMS.** If our employees vote your way, you will have what you say you want. If our employees vote against you, please take your organizing effort to another city or group of employees who desire what you are selling.

EMS, which has been a responsible member of the Indiana corporate community for over 18 years, has always treated its employees with respect and dignity. We only ask that you do the same.


Dave Bego
President - EMS, Inc.

949600

Paid for by Executive Management Services

ATTACHMENT 7

ATTACHMENT 8

Decision by Administrative Law Judge Arthur Amchan:

http://www.nlr.gov/search/nlrdocsearch/*?advance_search=1&query_hidden=&query=&casenumber=25-CA-30221&datefiledstart=&datefiledend=&citation=&proxsearchterm1=&proxwithin1=&proxcontextterm1=&proxsearchterm2=&proxwithin2=&proxcontextterm2=&proxsearchterm3=&proxwithin3=&proxcontextterm3=

then choose “Administrative Law Judge’s Decision”

ATTACHMENT 9

Decision by the National Labor Relations Board:

http://www.nlr.gov/search/nlrdocsearch/*?advance_search=1&query_hidden=&query=&casenumber=25-CA-30221&datefiledstart=&datefiledend=&citation=&proxsearchterm1=&proxwithin1=&proxcontextterm1=&proxsearchterm2=&proxwithin2=&proxcontextterm2=&proxsearchterm3=&proxwithin3=&proxcontextterm3=

then choose “Board Decision”

