

MNA IMPARTIAL COMMITTEE

Heather Roe, UMPNC-MNA Member

Complainant,

-and-

Katie Oppenheim, UMPNC-MNA Member

Accused.

REPORT AND RECOMMENDATION OF THE MNA IMPARTIAL COMMITTEE

The Impartial Committee does not make a determination on the ultimate merits of any complaint. Its role is to screen a complaint to determine if there is sufficient evidence and recommend dismissal or the issuance of charges. If charges are recommended, a full and fair hearing is held before the MNA Executive Committee. If the complaint is dismissed there is no further action.

Background of the Complaint

On October 30, 2020, Jamie Brown, MNA President received a complaint from Heather Roe against the accused Katie Oppenheim. The complaint was not accepted as it lacked a date and signature as required by the MNA Constitutional Bylaws. Roe then re-submitted the complaint via email to Brown on Sunday, November 1, 2020 with her signature and a date. Brown acknowledged the complaint and sent a copy of the complaint on Monday, November 2, 2020, to Oppenheim with a copy of the MNA disciplinary procedures as outlined in the MNA Constitutional Bylaws. Oppenheim requested copies of Roe's submitted exhibits from Brown and that Brown clarify or itemize Roe's complaints for Oppenheim. Brown informed Oppenheim that she could not speak to the specific allegations of Roe's complaint and that her role was limited to receiving it and referring it to the Impartial Committee. Brown responded to Oppenheim that the Committee would follow up with Oppenheim on her request for Exhibits.

The same day, Monday, November 2, 2020, Impartial Committee chair Melissa Boals sent all exhibits submitted by Roe to Oppenheim and requested that she review them and send any exhibits in her defense and indicate to the Committee whether she wished to offer testimony. The Committee also asked Roe whether she had any additional evidence she wished to submit and whether there was any testimony she wished to offer. The Impartial Committee consists of Melissa Boals, RN (TCMNA) – Chair, Lori Batzloff

(Borgess), Scott Balko (Marquette), Kristina Protasiewicz (Westshore Staff Council), and Jeff Breslin (PECSH). Breslin, due to his recent election to the Board of Directors which has the potential to hear appeals of impartial charges from the Executive Committee, recused himself from the investigation of this complaint.

Oppenheim requested a two week extension to submit her defense citing the ongoing national election and the amount of exhibits attached to the complaint. The Impartial Committee offered a short extension if Oppenheim could more clearly cite why it was necessary. Oppenheim did not respond. Oppenheim submitted a four page single spaced position statement of legal defenses by the time requested by the Impartial Committee. Oppenheim did not submit any exhibits in her defense, nor did she ask to testify before the Committee. Roe likewise did not submit any additional exhibits to the Committee, nor did she ask to testify before the Committee.

Following review of Oppenheim's defenses Oppenheim was sent additional questions by the Committee asking for clarification or additional evidence to support Oppenheim's positions. Likewise, Roe was sent questions by the Committee to respond to certain defenses raised by Oppenheim. Both Oppenheim and Roe submitted responses to the Committee's questions by the requested deadline.

Relevant Sections of MNA Constitutional Bylaws

Article II, Section 9. Disciplinary Action

- a. Cause for disciplinary action by the MNA against a member of any membership category shall be limited to failure to fulfill the obligations of membership as established in these bylaws and other actions detrimental to the mission or function of the MNA or its local bargaining units.
- b. Complaints against members shall be considered first by the Impartial Committee and processed according to MNA's established Complaint Procedures.

Article II, Section 8. Dual Unionism

It shall be the responsibility of all members, regardless of membership category, to refrain from engaging in dual unionism, which is defined as participating in or assistance to one or more labor organizations which are in direct competition with the MNA as they act for and represent the collective bargaining interest of members.

- a. Any member who engages in dual unionism as defined in this bylaw shall be subject to suspension or expulsion from the MNA.
- b. Prior to suspension or expulsion, members alleged to have violated this bylaw shall be considered by the Impartial Committee and processed according to MNA's established Complaint Procedures.

Summary of the Complainant's Allegations

Roe alleges that Oppenheim is guilty of dual unionism, misuse of union funds, multiple violations of the MNA and UMPNC bylaws, and a variety of specific conduct that is outlined in the MNA Procedural Bylaws as detrimental to the Association. Roe's

complaint is not succinct in its identification of charges, but clearly alleges she is submitting evidence that Oppenheim has engaged in a wide variety of conduct detrimental to the Association and has violated the following conduct which is outlined in the MNA Constitutional Bylaws procedures.

1. *Violation of MNA or LBU governance documents, rules or policies*
2. *Willful violation of an applicable collective bargaining agreement*
3. *Failure to carry out the duties of an MNA or LBU elected or appointed office*
4. *Willful interference of an MNA or LBU officer in the discharge of official duties*
5. *Conduct that interferes with MNA's or an LBU's performance of its legal or contractual obligations*
6. *Misappropriation, embezzlement, or unauthorized use of MNA or LBU funds*
7. *Any activity intended to assist a competing labor organization*

Roe alleges that the source of Oppenheim's improper conduct dates to the 2019 MNA House of Delegates. Roe states that at the House of Delegates that MNA delegates unanimously stood in support of a motion showing solidarity with the MNA Staff Union (United Association of Employees "UAE") after allegations were made against the former Executive Director, John Karebian. Roe states that that empowered the member RN Board of Directors of MNA to subsequently investigate Mr. Karebian's employment related conduct at MNA towards staff.

Roe then alleges that after Mr. Karebian's contract had been terminated by the MNA Board of Directors he took employment with the competing union of the American Federation of Teachers. Roe alleges that despite Mr. Karebian's departure from MNA, Oppenheim continued to work closely with him and the American Federation of Teachers. Roe asserts Mr. Karebian, due to the termination of his contract by MNA, had a clear interest in attempting to seek the decertification of MNA from the nurses at Michigan Medicine with the American Federation of Teachers. Roe also asserts that evidence shows that Oppenheim has assisted him with those efforts while in the position of President within MNA's local of UMPNC.

Roe asserts that Oppenheim was also involved in improperly amending the UMPNC bylaws in the Spring of 2020. Roe cites specifically that the bylaws were amended to remove term limits of executive officers at UMPNC and that Oppenheim was the only officer who would have been termed out of her office within the months following that amendment. Roe also alleges that the multiple references to MNA that were deleted from the UMPNC bylaws were without the full knowledge of the membership who voted on the changes.

Roe includes as exhibits attorney billing invoices paid for by local union funds authorized by Oppenheim and others which appear to show that local union dues were used to research decertification of MNA and that Mr. Karebian was consulted in defense of the bylaws which removed numerous references to MNA.

Roe also asserts that Oppenheim refused to accept the assistance of the MNA Executive Director and took a variety of other actions to interfere with MNA's

representation of its members.

Summary of the Accused Defenses

Oppenheim contends that there are strong indications that Roe's complaint was improperly motivated and that the complaint is an effort to undue Oppenheim's recent re-election to the position of President of the MNA Local Bargaining Unit of UMPNC. Oppenheim contends that she has free speech rights to disagree with the actions of MNA leadership. Oppenheim contends that she has been unfairly treated in the processing of this complaint.

Oppenheim contends that there are defects in Roe's complaint. Specifically, Oppenheim argues that violations of UMPNC's bylaws cannot be heard by the MNA impartial committee or must first be heard within the MNA Local Bargaining Unit of UMPNC. Oppenheim also contends that the complaint is too vague and does not state the time, date, and place of the violation. Oppenheim also contends that the details of the allegations are intentionally concealed from her.

Oppenheim argues that the legal expenses cited by Roe were valid expenditures as they concerned appropriate functions of her local bargaining unit related to the COVID-19 pandemic and the employer's requests for mid-contract concessions. Oppenheim argues further that the expenses were validly authorized by her in conjunction with other members of the UMPNC executive team. Oppenheim contends that Roe should have been aware of the expenses far earlier than October as they are reflected in minutes and financial statements available to members. Oppenheim also conversely argues that the legal invoices are protected by attorney-client privilege and cannot be reviewed by Roe or this Committee and should be returned to the executive team of UMPNC accordingly.

Oppenheim acknowledges that she is or was aware that Mr. Karebian, the former MNA Executive Director, was engaged with work with AFT around his time of involvement in the representational duties within UMPNC. She argues, however, that his role with AFT was limited to work in the State of Oregon and the small Physician's Assistant unit that AFT recently organized at Michigan Medicine and did not relate to UMPNC.

Finally, Oppenheim asserts that much of Roe's exhibits and allegations pre-date the 30 day timeframe in which to bring a complaint from the date of the occurrence or when Roe should have reasonably been aware of the offense. Oppenheim alleges further that Roe's representation that she only recently came into possession of certain exhibits is a transparent attempt to go around those timeframes.

ANALYSIS OF THE COMPLAINT'S ALLEGATIONS

Roe alleges a wide variety of impermissible conduct in her complaint. We address below the ones we as a Committee believe were sufficiently specified by Roe. All allegations not addressed are dismissed due to lack of specificity.

Willful Violation of an Applicable Collective Bargaining Agreement

In support of the allegation Roe specifically cites Article 1 of MNA's collective bargaining agreement with Michigan Medicine. Article 1 is the Recognition clause and is

the contractual clause whereby the Employer agrees to recognize the Michigan Nurses Association as the “sole and exclusive representative for the purposes of the collective bargaining in respect to wages, hours, and other conditions of employment...” for employees in the bargaining unit. This clause is a commitment from the employer to recognize MNA as the duly elected bargaining representative. This is not written as a contractual obligation for MNA, its local bargaining unit, or any officers thereof. The obligations of officers are more appropriately set forth in the governing documents of each organization and not the collective bargaining agreement. We therefore find no evidence of a violation of the collective bargaining agreement by Oppenheim and recommend that this allegation be dismissed.

Willful Interference of an MNA or LBU Officer in the Discharge of Official Duties

In support of this allegation Roe cites Exhibit T which is an email from Diane Goddeeris, Interim Executive Director of MNA, in which Goddeeris responded to an email containing questions from Roe about the interaction of UMPNC local officers with MNA during the pandemic. The correspondence states that Oppenheim, as the officer of the largest MNA Local Bargaining Unit, refused to return the calls or directly speak to Ms. Goddeeris during her entire time as Interim Executive Director of MNA including during the outbreak of the COVID-19 pandemic in the Spring. While this does not paint a flattering picture of Oppenheim, this does not amount to interference of an MNA or LBU officer’s performance of their duties. The Executive Director role is a staff position and not an elected officer position. As a result, we recommend that this allegation be dismissed.

Dual Unionism - Any Activity Intended to Assist a Competing Labor Organization

Roe asserts that Oppenheim engaged in dual unionism and activity intended to assist a competing labor organization. Oppenheim contends that the exhibits submitted by Roe show no evidence of dual unionism and Roe is simply targeting her for protected speech criticizing MNA.

The evidence submitted by Roe in support of her allegation shows a series of actions by Oppenheim relevant to this allegation.

- An invoice from the law firm Cummings & Cummings shows that on December 18, 2019, Oppenheim discussed with attorneys from the firm issues relating to MNA’s certification as bargaining representative and discussed “separation of MNA and UMPNC.” (See Exhibit X).
- The same invoice shows that on December 19, 2019, Oppenheim was sent a copy of MNA’s certification by the attorneys and then participated in a call with them about MNA’s representation History. (See Exhibit X).
- A page from an AFT Michigan LM2 showing that John Karebian was employed directly by AFT Michigan in the position of “organizer.” The full LM2 located online indicates it covers a time period of July 1, 2019 to June 30, 2020. (Included by Roe in unmarked Exhibit).
- An internal email from AFT’s organizing department on February 11, 2020, sent accidentally to the old MNA email of John Karebian discussing running a document

relating to the PA unit by Katie Oppenheim. (See Exhibit D).

- An email dated April 4, 2020, from Oppenheim to the membership of UMPNC. In the email Oppenheim advertises to the membership the support of AFT for the local in trying to procure PPE and refers to them as a healthcare union. The email states in part, "We had informed the Hospital that with the support of the American Federation of Teachers, the second largest union representing health care workers in the country, we may have access to N95 masks and we are working to procure them." At the bottom of the email Oppenheim calls on members to take action stating, "I urge all of you to make your voice heard regarding this matter and let Dr. Marshall Runge know exactly how you feel about this. Please send your email to: mrunge@umich.edu." (See Exhibit I).
- On April 7, 2020, a media piece appeared in MLIVE from Oppenheim repeatedly mentioning efforts to procure PPE through AFT and again describing the predominantly educator member union as a union that represents healthcare professionals. (See Exhibit F).
- On April 13, 2020, an email chain between John Karebian and Oppenheim was accidentally sent to MNA staff Dawn Kettinger. In the email Karebian asks Oppenheim how her meeting with Runge went. At the bottom of the email it appears to show that Oppenheim had forwarded Karebian correspondence between herself and Kettinger regarding an upcoming media piece, which likely caused Karebian to accidentally copy Kettinger in his response. (See Exhibit G).
- Multiple emails from June of 2020 showing that Karebian was included on emails from Oppenheim discussing UMPNC-MNA representational matters on potential employer sought concessions and other union business. (See Exhibit J).
- There is also a screen shot from a zoom call, presumably on June 4, 2020, showing Karebian meeting with Oppenheim and other members of UMPNC leadership with MNA staff present. (See Exhibit J).
- A June 4, 2020, email from an individual MNA staff person objecting to Karebian's presence in an internal UMPNC-MNA meeting and indicating that Karebian had been described as a "consultant." (See Exhibit J).
- A June 14, 2020, email from an area rep and UMPNC member to Oppenheim, with no response, asking Oppenheim, "Why is John Karebian CC'd on this email? I removed him from my reply because it is my understanding that his contract with MNA ended after the abuse allegations and he now has a position in AFT." (See Exhibit K).
- A July 15, 2020, invoice from Cummings & Cummings showing a charge from June 3, 2020, where the attorney notes that the attorney called Karebian and Becky Mammel, Dispute Chair, to consult about the amended UMPNC bylaws which had removed multiple meaningful references to membership within MNA. (See Exhibit M).
- An internal email from AFT dated October 8, 2020, apparently accidentally emailed to Karebian's old MNA email address entitled "Pushing back call on UMPNC." The email is within the Organizing and Field Services department of AFT and appears to contain only the email addresses of AFT staff. (See Exhibit C).
- An email dated October 21, 2020, from Oppenheim to the UMPNC-MNA membership that states after raising concerns about MNA that, "We have heard

concerns from our members and your leadership team is investigating options... We will continue to update you as we move forward..." (See Exhibit L).

- An email dated October 31, 2020, showing screenshots of a text conversation between Oppenheim and a member regarding the October 21st email where Oppenheim states that there will be more emails coming and also meetings with members on Zoom and on units about it and refers a member to John Armelagos, a former member, officer, and employee of MNA. Records available to this Committee at MNA suggest that Armelagos is in fact also currently engaged in work with the American Federation of Teachers.¹ (See Exhibit Y).

Oppenheim carefully implied in her initial statement of defense submitted to this Committee that the inclusion of Karebian in the internal affairs within the union was independent of his work at AFT, but oddly did not state that directly. Oppenheim stated:

Ms. Roe does not make any apparent connection regarding the requested assistance of Mr. Karebian and the allegations or any actions of Ms. Oppenheim in this regard. At the time of the allegations, Mr. Karebian did perform work for the American Federation of Teachers in the State of Oregon and later for a recently organized bargaining unit at the University of Michigan.

This Committee then sent a series of questions back to Oppenheim regarding Karebian's role and specifically requested copies of receipts or invoices of payments from the local to Karebian as such documents would potentially show a role as an independent consultant separate from his documented position within AFT. In response to our request, Oppenheim submitted the following statement,

UMPNC did not pay Mr. Karebien for his services. Based on knowledge and belief, Mr. Karebien volunteered his advice to UMPNC.

In light of this response, and the October 8, 2020, email in which Karebian was included in an internal email within the national organizing department of AFT for a meeting entitled "Pushing back call on UMPNC" this Committee does not find Oppenheim's responses to be credible in establishing that Karebian's role within UMPNC was unrelated to his employment as an organizer at AFT.

The exhibits above, in totality, are sufficient evidence which, if validated at a hearing, would suggest that Oppenheim expressed a clear desire to decertify MNA as the bargaining representative of nurses at Michigan Medicine in December of 2019, forwarded internal correspondence of MNA to an employee of a competing labor union in April of 2020, publicly promoted the competing union, concealed the inclusion of a staff person of the competing union participating in internal local union business from fellow

¹ Upon investigation by this Committee records of MNA indicate Armelagos left employment of MNA in June of 2020 as a temporary organizer. On September 3, 2020, an email was accidentally sent to his former MNA email. The email, from an employee of AFT Michigan, also includes Karebian and two other AFT employees and discusses a telecommuting agreement for the PA unit at Michigan Medicine. On September 23, 2020, Armelagos accidentally sent an email to John Karebian's former MNA email account. The email is from Armelagos to multiple AFT staff discussing the PA unit with references to UMPNC and lists his email as "johnarmelagosafstmichigan@gmail.com."

UMPNC members and MNA staff in June of 2020, and in late October began to reference members via text to someone performing work for AFT after sending a mass email to members suggesting there would be next steps for the local following text which criticized MNA.

Roe asserts that she came into possession of this evidence in October within the necessary 30 days of filing the complaint. Oppenheim asserts that is not credible, but offers no evidence to the contrary. While we understand Oppenheim's skepticism, the reasonable time to discover the LM2 which appears to only have been filed by AFT on September 29th, the October 8th email, the October 21st email, and the subsequent text from Oppenheim all fall, or potentially fall, within the 30 days preceding the filing of the complaint on November 1st.

For the reasons stated above we find that there is sufficient evidence of potential dual unionism by Oppenheim and recommend that a charge be issued.

Failure to Carry Out the Duties of an MNA or LBU Elected or Appointed Office

The UMPNC Bylaws in Article V 1(a) define in Oppenheim's duties as local President that she must serve as chief negotiator, implement the contract, and ensure the proper allocation of resources from local, state, and national associations to fulfill UMPNC's objectives in these bylaws, in consultation with the Executive Committee. Roe includes in support of her allegations emails which state that Oppenheim refused to engage the State office in procuring staff organizers to assist the local for the upcoming negotiations in July of this year, that she would not accept offered PPE from MNA for members, refused to plan for a contract campaign at UMPNC stating that she would only do so after her election, and made an unusual request for a dues remittance of a half million dollars from the State, but then refused to submit a requested plan as to how it would be allocated by the local. Oppenheim was provided these exhibits, but offered no specific rebuttal of them.

While this allegation lacks the substantial documentation provided in support of the dual unionism charge, based on the submissions before us we find there is sufficient evidence of a potential failure of Oppenheim to carry out her duties as President. We are, however, not convinced that Roe has filed this allegation in a timely manner. Nearly all of the underlying events occurred months prior to the date on which the complaint was filed and Roe's solicitation of the evidence in two emails within days of her complaint being filed seems too convenient of a circumvention of timelines. We therefore must recommend the allegation be dismissed for failing to be filed within the appropriate timelines.

Conduct that Interferes with MNA's or an LBU's Performance of its Legal or Contractual Obligations.

Interference with Duties of the MNA Labor Representative for UMPNC

Included in the exhibits that Roe submits is an email which Roe asserts she learned of within 30 days of her complaint and which, frankly, is particularly difficult for this committee to read. The exhibit appears to be an email from the staff labor representative

from MNA assigned to assist and represent the members of UMPNC in the legal and contractual obligations of the union. In it the labor representative describes with what appears to be genuine anger and fear in being forced to interact with Mr. Karebian as a condition of representing UMPNC, after the staff union had made allegations against him for mistreatment and Karebian's employment had been terminated. The email appears to be written after Karebian's inclusion by Oppenheim in UMPNC leadership meeting on or about June 4, 2020. The email reads in part as follows:

I was not informed of John's attendance at this meeting before accepting. Katie Oppenheim views this as a game, but it is not funny – it is traumatic and hurtful.

....

Until I was blindsided like this, I thought that I would be able to meet with John if given adequate notice and an opportunity to emotionally prepare myself, but now knowing that John could pop up at any meeting to disrupt and divide, I have to say my feelings have quickly changed. John has been highly abusive to staff and was removed by the Board of Directors. Now, due to grudges or ego or something else out of my control, Katie is trying to force me into a very uncomfortable and impossible situation, and I am certain that she will force others on staff into the same situation in the near future.

(See Exhibit. J).

Ms. Oppenheim's apparent insistence that MNA staff interact in their official role to represent the members of UMPNC with someone who had recently been terminated by the Association, following allegations of mistreatment from those very same staff, appears at best to be questionable judgement and at worst intentionally antagonistic behavior which runs counter to the core values of the labor movement. It is also in this Committee's view credible evidence of potential interference with MNA's performance of its legal and contractual obligations to represent its members at Michigan Medicine.

Refusal of Assistance by the Executive Director

The Michigan Nurses Association Constitutional Bylaws Procedures explicitly requires that officers of MNA structural units accept assistance by the Executive Director of MNA or their designee. It reads: *1(a)(2) All officers shall be assisted by the Executive Director or designee in carrying out designated duties.* Roe in her complaint asserts that Oppenheim violated this section of the procedures. The email chain in Exhibit T submitted by Roe suggests that Oppenheim refused to directly speak with Ms. Goddeeris from her initial start date of March 30, 2020, through October 30, 2020. This time period reflects seven straight months during a pandemic where Oppenheim as President of MNA's largest Local Bargaining Unit refused to directly speak with its Executive Director. Goddeeris also indicates, however, that due to Oppenheim's refusal to speak with her she assigned two managers, Janella James and Sascha Eisner, to interact with Oppenheim. Goddeeris' email seems to indicate that Oppenheim did engage with James and Eisner as her designees. As a result, we do not find credible evidence on the record

to support the allegation and recommend that it be dismissed.

Violation of MNA or LBU Governance Documents, Rules or Policies

The primary allegation Roe makes against Oppenheim that we believe is properly addressed under this section is her role in amending UMPNC's local bylaws in the Spring of 2020. Roe correctly notes that the UMPNC Bylaws were amended by the UMPNC Bylaws committee to remove term limits for officers. Roe also notes that Oppenheim was the only officer who was about to be termed out of office and the revised bylaws allowed her to run for office again months later when she otherwise would be unable to do so. Roe also correctly notes that the UMPNC Bylaws amendments also suspiciously removed multiple meaningful references requiring members to be a part of MNA as a condition to be a part of the local bargaining unit. Roe contends that these changes in particular were intentionally concealed from the members voting on the bylaws changes. Records of MNA show that the deletions of language referencing MNA were then corrected at the request of the MNA Bylaws committee and eventually placed back into the amended UMPNC Bylaws on September 29, 2020, by the UMPNC Bylaws Committee. Those same records show that only 51 members voted in the revisions to remove officer term limits and that there was a question about whether enough notice was provided to the members of the vote under the UMPNC Bylaws.

Roe, however, submits little clear evidence of Oppenheim's specific role in any of these revisions. Records indicate that the UMPNC Bylaws committee consisted of Becky Mammel, Donna Carnahan, and Anne Jackson. The legal invoice which shows that Karebian, an employee of AFT, consulted on the revisions for UMPNC also shows that it was done with Becky Mammel present, not Oppenheim. Oppenheim herself points this out in her defense. The mere fact that Oppenheim personally benefited from the removal of term limits just prior to the end of her term, does not by itself, constitute sufficient evidence that she participated in the improper amendment of the UMPNC Bylaws. We therefore recommend that this allegation be dismissed.

Misappropriation, Embezzlement, or Unauthorized use of MNA or LBU Funds

Roe includes two legal invoices in her complaint to substantiate her claim of misappropriation, embezzlement, or unauthorized use of MNA or LBU funds. We see no evidence in the complaint and exhibits of any claim of embezzlement. The question remaining is whether Roe presents sufficient evidence of misappropriation or unauthorized use of MNA funds. The two legal invoices presented show that Oppenheim received invoices to her attention and then subsequently paid from union funds for the following expenses to the law firm Cummings & Cummings.

The January 13, 2020, invoice shows:

12/18/19 - Call to MERC re certification, meeting With S Cummings & H Cummings re UMPNC and matters discussed w/Scott, Oppenheim, et al, discussion Re separation of MNA and UMPNC - \$157.50

12/19/19 - Receive MERC certification & send to Oppenheim, call w/her re representation History, emails re meeting on 1/2/2020. Conf re agenda re meeting - \$157.50

12/24/19 - Review NLRB case law summary re filing for election in unit where there is certified representative - \$67.50

The July 15, 2020, invoice shows:

6/3/2020 - Calls w/John Karebian and Becky Mammel re MNA authority re bylaws, draft email for Mammel to send to MNA, call re same - \$405.00

The above charges from the January 13, 2020, invoice suggest on their face that local union dues were paid to an attorney at the direction of Oppenheim and Katie Scott, then MNA Vice President, to research decertification of the very union to which the dues were paid. MNA is the sole duly elected bargaining representative, UMPNC is the local governance structure created within MNA to conduct member business in the MNA bargaining unit at Michigan Medicine. As a result, the only way to separate from MNA would be to decertify MNA and UMPNC with it. It should be obvious that using funds given by members to further the goals of that organization should not be used to further its destruction. The bylaws in place for UMPNC at the time stated one of the core objectives of UMPNC was in part, “[t]o promote professional growth through membership in the Michigan Nurses Association and encourage active participation in Association activities at all levels: Nurse Council, Michigan Nurses Association....” The use of dues for the above purposes certainly seems in direct contradiction to that.

Likewise the expenditure in June where an attorney was paid to consult with Karebian, an organizer for another union, about MNA’s authority to invalidate certain amendments to the UMPNC bylaws, which stripped critical language referencing MNA from it, seems like an act arguably in contradiction to the prohibition of dual unionism in the MNA Constitutional Bylaws.

In her defenses Oppenheim asserts legal expenses were to combat employer sought concessions and COVID related issues. Clearly none of the above expenses relate to those. Oppenheim also asserts that they were authorized expenditures by the governing body and authorized not just by herself. If that is true that does not negate the purpose for which they were spent and that does not relieve Oppenheim of her own role in that approval. However, one of the exhibits submitted by Roe contains an email in which a member of the UMPNC executive team challenges when the legal expenses in the January invoice were authorized and suggests they were incurred without the requisite notice and vote of the full UMPNC executive committee. Additionally, when this Committee asked Oppenheim to provide us with copies of the motions or minutes showing approval of the above listed expenses she replied only that she was, “...unsure the existence of such documents and she is not the keeper of such records and does not have them in her possession.”

Oppenheim also argued that Roe's allegations were untimely because UMPNC routinely publishes minutes and financial statements. When we asked Oppenheim to provide copies of those minutes or financial statements to show the charges had been disclosed to members she again replied she was not the keeper of those documents. Given Oppenheim's inability to produce any evidence to the contrary we cannot rebut Roe's assertion that she learned of the expenses in the 30 days preceding her complaint.

We believe there is sufficient evidence of potential unauthorized and misappropriation of funds and recommend that a charge be issued.

CONCLUSION

The Impartial Committee **recommends dismissal** of the specific allegations above of:

1. Violation of MNA or LBU governance documents, rules or policies
2. Willful violation of an applicable collective bargaining agreement
3. Failure to carry out the duties of an MNA or LBU elected or appointed office
4. Willful interference of an MNA or LBU officer in the discharge of official duties

The Impartial Committee **recommends charges** be issued for the allegations above of:

1. Dual Unionism - Any activity intended to assist a competing labor organization
2. Conduct that interferes with MNA's or an LBU's performance of its legal or contractual obligations
3. Misappropriation or unauthorized use of MNA or LBU funds

Decision Issued November 12, 2020

MNA Impartial Committee
Melissa Boals, RN – Chair
Scott Balko, RN
Lori Batzloff, RN
Kristina Protasiewicz, RN