

Parties

4. Plaintiff Andre Sneed is a laborer employed by Cook County. He resides in Chicago, Illinois.

5. Defendant LiUNA Local 1092 is a labor union that is the exclusive bargaining representative for a unit of employees, including laborers like Mr. Sneed, of the Cook County Department of Transportation and Highways. The offices of LiUNA Local 1092 are located at 3841 S. Halsted St. Floor 2, Chicago, Illinois 60609.

6. Defendant Cook County, Illinois is a home rule county. It has offices located at 118 N. Clark Street, Chicago, Illinois 60602.

Jurisdiction and Venue

7. This case raises claims under the First and Fourteenth Amendments of the United States Constitution and 42 U.S.C. § 1983 and under the Illinois Public Labor Relations Act, 5 ILCS 315/1 et seq. The Court has subject-matter jurisdiction under 28 U.S.C. § 1331 and 28 U.S.C. § 1343 and supplemental jurisdiction of under 28 U.S.C. § 1367(a).

8. Venue is proper because a substantial portion of the events giving rise to the claims occurred in the Northern District of Illinois. 28 U.S.C. § 1391(b)(2).

Facts

9. LiUNA Local 1092 is the exclusive representative for employees of the Cook County Department of Transportation and Highways in the bargaining unit to which Mr. Sneed belongs, as set forth in the Illinois Public Labor Relations Act, 5 ILCS 315/6.

10. LiUNA Local 1092—as a member of a Coalition of Unionized Public Employees—entered into a Collective Bargaining Agreement with Cook County,

effective December 1, 2020, through November 30, 2024.¹ The parties signed a Memorandum of Agreement in November 2023, extending the term of the Collective Bargaining Agreement through November 30, 2025. **Exhibit A.**

11. Cook County deducts union membership dues from its employees on behalf of LiUNA Local 1092 as set forth under the Illinois Public Labor Relations Act, 5 ILCS 315/6(f).

12. Mr. Sneed began employment with the Cook County Department of Transportation and Highways on May 16, 2016. Around that time, he became a member of LiUNA Local 1092. Union dues began to be withheld from his paycheck pursuant to the operable dues deduction authorization Mr. Sneed signed in May 2016.

13. But in March 2019, representatives of LiUNA Local 1092 told Mr. Sneed and other union members that they needed to sign a new dues deduction authorization, at the same time providing members with a choice of gift—a jacket, pullover, or overalls. Union representatives did not explain why members needed to sign the new dues deduction authorization or how or when such authorization could be revoked.

14. On March 14, 2019, Mr. Sneed signed the new Dues Deduction Authorization with LiUNA Local 1092. **Exhibit B.**

15. The Dues Deduction Authorization provides:

This authorization and assignment shall be irrevocable for the duration of time that I remain in a bargaining unit represented by the Union or, if such term of irrevocability is deemed unenforceable by a court or agency of competent jurisdiction, this authorization and assignment shall be irrevocable for the term of the applicable labor contract between the Union and my employer, or for one year, whichever is the lesser, and shall automatically

¹ Available at: https://opendocs.cookcountyil.gov/human-resources/labor-agreements/2020-2024/2020-2024_COUPE.pdf

renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice of my desire to revoke same to my employer and the Union at least ten (10) but not more than twenty (20) days before any periodic renewal of this authorization and assignment.

16. The Illinois Public Labor Relations Act, 5 ILCS 315/6(f) provides:

There is no impediment to an employee's right to resign union membership at any time. However, notwithstanding any other provision of law to the contrary regarding authorization and deduction of dues or other payments to a labor organization, the exclusive representative and a public employee may agree to reasonable limits on the right of the employee to revoke such authorization, including a period of irrevocability that exceeds one year. An authorization that is irrevocable for one year, which may be automatically renewed for successive annual periods in accordance with the terms of the authorization, and that contains at least an annual 10-day period of time during which the employee may revoke the authorization, shall be deemed reasonable.

17. On December 17, 2023, Mr. Sneed sent written notice resigning his membership in LiUNA Local 1092 and requesting that dues deductions cease.

Exhibit C. Although he sent this request via USPS to the address listed as the headquarters of LiUNA Local 1092, USPS was unable to deliver it.

18. On January 2, 2024, Mr. Sneed attempted to visit the union headquarters to hand deliver a copy of the letter terminating his union membership but was unable to gain entry. On that same day, Mr. Sneed sent a text message to his union representative, Al Sacramento, informing Mr. Sacramento that he wished to terminate his union membership and stop dues deductions, inquiring about the process, and asking how soon union dues would stop being deducted from his paycheck.

19. Unable to get an adequate response to his requests to Mr. Sacramento, on January 4, 2024, Mr. Sneed sent an email to Mr. Sacramento and to Joseph Healy, Business Manager for LiUNA Local 1092. **Exhibit D.**

20. On January 4, 2024, Mr. Healy responded to Mr. Sneed's email revoking his union membership but denying his request to stop the withholding of union dues because "[y]our commitment to pay union dues is separate from your membership" and promising to mail a copy of the Dues Deduction Authorization Mr. Sneed signed. **Exhibit D.** Mr. Healy's email did not explain why Mr. Sneed could not stop dues from being withheld under the Dues Deduction Authorization. Mr. Healy's email also accused nonmembers who do not pay union dues—which Mr. Sneed took to be directed at him—of "stealing their representation from the members," even though public employees have a First Amendment right to not be forced to pay money to a union as a condition of their employment, set forth in *Janus v. AFSCME*, 585 U.S. 878, 930 (2018).

21. On November 15, 2024—believing the Collective Bargaining agreement between Cook County and LiUNA Local 1092 was to expire on November 30, 2024—Mr. Sneed sent a notice of revocation of union dues and fees payments to LiUNA Local 1092 and his employer, Cook County via email. Representatives from Cook County responded by informing Mr. Sneed that the County does not "get involved in these matters" and encouraging him to connect with the union directly, even though the Dues Deduction Authorization Mr. Sneed signed explicitly requires notice of revocation of dues deduction be sent to Cook County. A second Cook County employee forwarded Mr. Sneed's email to his union representatives. **Exhibit E.**

22. On November 25, 2024, Mr. Healy emailed Mr. Sneed informing him that the Agreement between Cook County and LiUNA Local 1092 runs through November 2025 and implicitly denying Mr. Sneed's revocation. (In fact, the original Agreement between Cook County and LiUNA Local 1092 had a term from

December 1, 2020, to November 30, 2024, but in November 2023, Cook County and LiUNA Local 1092 entered into a Memorandum of Agreement extending the Collective Bargaining Agreement through November 30, 2025). **Exhibit E**.

23. On February 27, 2025, Mr. Sneed again sent a notice of his revocation of union dues to LiUNA Local 1092 and Cook County. **Exhibit F**. Under the Dues Deduction Authorization Mr. Sneed signed, the annual revocation window set forth as an alternative to the irrevocability provision, was between 10 and 20 days before the anniversary of the date Mr. Sneed signed the Authorization. Since he signed the Authorization on March 14, 2019, his revocation window is between February 22, 2025, and March 4, 2025.

24. To date, Cook County continues to withhold dues from Mr. Sneed's paycheck on behalf of LiUNA Local 1092 even though Mr. Sneed has not been a member of the union since January 2023.

Count I

LiUNA and Cook County violated Mr. Sneed's First Amendment rights by withholding union dues from his wages under Illinois law after he was no longer a member and revoked his affirmative consent.

25. The allegations contained in all preceding paragraphs are incorporated herein by reference.

26. The First Amendment prohibits public employers and unions from collecting union dues or fees from a public employee's wages unless the employee "affirmatively consents" to waive his First Amendment right not to financially support the union. *Janus v. AFSCME*, 585 U.S. 878, 930 (2018).

27. In *Janus*, the Supreme Court held the First Amendment guarantees public employees a right to refrain from subsidizing a union and its speech. *Id.* "Neither an agency fee nor any other payment to the union may be deducted from a

nonmember's wages, nor may any other attempt be made to collect such a payment, unless the employee affirmatively consents to pay." *Id.* For an employee's waiver of his or her First Amendment right not to pay to be effective, it must be freely given and shown by "clear and compelling" evidence. *Id.* "Unless employees clearly and affirmatively consent *before* any money is taken from them, this standard cannot be met." *Id.* (emphasis added).

28. The Dues Deduction Authorization that Mr. Sneed signed in March 2019 purports to be irrevocable, meaning that even if Mr. Sneed resigned his union membership with LiUNA Local 1092, he would have to continue to pay dues so long as he was employed by Cook County in the same bargaining unit.

29. *Janus* requires that an employee agreeing to pay money to a union to provide "affirmative consent" which must be freely given to waive the employee's First Amendment right to not subsidize a union. The Dues Deduction Authorization Mr. Sneed signed does not provide affirmative consent, freely given, to waive his right to not pay money to LiUNA Local 1092 because that Authorization purports to be irrevocable.

30. The Dues Deduction Authorization sets up a regime where an employee who joined a union can never change their mind about subsidizing a union's speech. In such a system, once an employee signs the dues deduction authorization, paying money to the union becomes a permanent condition of their employment.

31. Under this permanent waiver regime, Cook County, under Illinois law, continues to deduct union dues from Mr. Sneed's paycheck after he resigned his union membership.

32. The actions of Cook County and LiUNA Local 1092 permanently preventing Mr. Sneed from stopping payments to the union so long as he continues his employment even after he has resigned his union membership violates his First Amendment rights.

Count II

The permanent irrevocability of Mr. Sneed Dues Deduction Authorization violates the Illinois Public Labor Relations Act.

33. The allegations contained in all preceding paragraphs are incorporated herein by reference.

34. The Illinois Public Labor Relations Act, 5 ILCS 315/6(f) allows “the exclusive representative and a public employee [to] agree to reasonable limits on the right of the employee to revoke [dues deduction] authorization[s].”

35. A permanent limit on the right of an employee to revoke a dues deduction authorization is not reasonable.

36. Therefore, the dues deduction authorization signed by Mr. Sneed violates Illinois Public Labor Relations Act, 5 ILCS 315/6(f).

Prayer for Relief

Plaintiff Andre Sneed respectfully requests that this Court:

a. Declare that the withholding of dues from Mr. Sneed’s paycheck since he revoked his union membership by Cook County on behalf of LiUNA Local 1092 violated his First Amendment rights;

b. Declare that the dues deduction authorization Mr. Sneed signed providing that it is “irrevocable for the duration of time that [he] remain[s] in a bargaining unit represented by the [LiUNA Local 1092]” violates Illinois Public Labor Relations Act, 5 ILCS 315/6(f);

c. Enjoin Cook County and LiUNA Local 1092 from deducting or collecting union dues and fees from Plaintiff’s wages;

d. Award damages against LiUNA Local 1092 for all dues and fees collected from Plaintiff since he resigned his union membership and requested to stop paying union dues;

- e. Award Plaintiff his costs and attorneys' fees under 42 U.S.C. § 1988; and
- f. Award any further relief to which Plaintiff may be entitled.

Dated: March 11, 2025

Respectfully submitted,

/s/ Jeffrey M. Schwab _____

Jeffrey M. Schwab
Liberty Justice Center
7500 Rialto Blvd., Suite 1-250
Austin, Texas 78735
512-481-4400
jschwab@libertyjusticecenter.org

Attorneys for Plaintiff

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Exhibit A

**Memorandum of Agreement between
Cook County and the Coalition of Unionized Public Employees**

This Memorandum of Agreement ("Agreement") is entered into by and between the County of Cook ("County") and the Coalition of Unionized Public Employees ("COUPE"), collectively "the parties."

1. The County and COUPE are parties to a collective bargaining agreement that has a term from December 1, 2020 and is scheduled to expire on November 30, 2024.
2. The parties wish to extend the term of the collective bargaining agreement by one (1) year.
3. The term of that extension shall be December 1, 2024 through November 30, 2025.
4. Parental Leave. The collective bargaining agreement shall be amended to add a new Section 9.10 that states as follows:

Section 9.10 – Paid Parental Leave

An eligible employee shall be entitled to all benefits provided by applicable federal statute and Cook County ordinance and/or policy. Paid Parental Leave shall be considered an alternative to Maternity/Paternity Leave under Section 9.6, and an employee who chooses paid Parental Leave will not be eligible for additional Maternity/Paternity Leave.

5. Sick Pay. Section 8.2 (a) shall be amended beginning December 1, 2023 through November 30, 2025 as follows:

All bargaining unit employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for every ~~other~~ month of service, but at no time to exceed one hundred seventy-five (175) working days. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

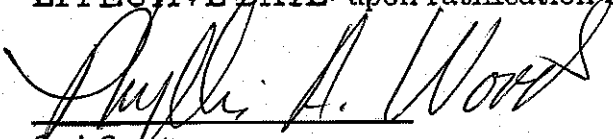
6. **Section 13.12 GPS/AVL:** Effective December 1, 2023, the collective bargaining agreement shall be amended to add a new Section as follows:

Section 13.12 Global Positioning System (GPS/AVL)

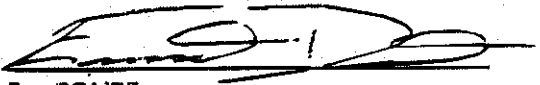
In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities, and Global Positioning System (GPS) and/or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment. The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, and/or AVIL shall be in compliance with all applicable laws. The recording medium, GPS, and/or AVL shall not be used in a discriminatory or harassing manner.

- 7. The duration of the Side Letter of Agreement regarding the seven (7) additional holidays shall be extended through November 30, 2025.
- 8. This Agreement is subject to ratification by the union membership and the Cook County Board of Commissioners. Should either the union membership or the Cook County Board of Commissioners fail to ratify this agreement, the Agreement shall be null and void.
- 9. To the extent that any provision in this Agreement and the collective bargaining agreement conflict, this agreement shall control through November 30, 2025.
- 10. Any dispute as to the application or interpretation of the Agreement shall be resolved exclusively pursuant to the respective CBAs grievance procedures.
- 11. The Union agrees to release and hold the County harmless from any class action grievance or any other claims concerning wages or other economic terms and conditions of employment known or unknown to the parties as of the date of this agreement. The County shall not be required to respond to any such grievance.

EFFECTIVE DATE: upon ratification by the Cook County Board.


 Cook County

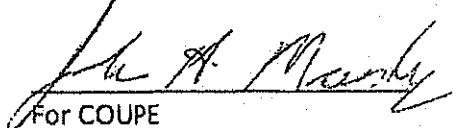
11/13/23
 Date


 International Brotherhood of
 Boilermakers, Local 1

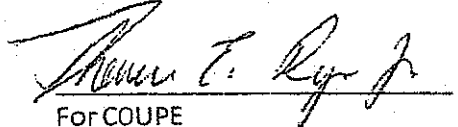
11-6-2023

Juan Gonzalez Jr
 For COUPE Juan Gonzalez Jr.
 IUEC, Local 2 Business Manager/ President

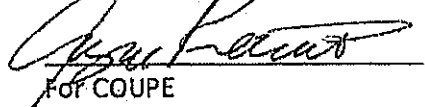
11-3-2023
 Date


 For COUPE
 Plasterers, Local 5
 Plasterers, Local 5

11-7-23
 Date


 For COUPE
 Carpenters, Local 23

10/25/23
 Date


 For COUPE
 Painters District Council 14

10/31/2023
 Date

[Signature]
For COUPE
Int'l Union of Heat & Frost, Local 17

10-31-2023
Date

[Signature]
For COUPE
Bricklayers, Local 21

10-26-23
Date

[Signature]
For COUPE
Glaziers, Local 27

10/31/2023
Date

[Signature]
For COUPE
Iron Workers, Local 63

10-27-23
Date

[Signature]
For COUPE
SMART, Local 73

10-31-23
Date

[Signature]
For COUPE
IAMAW, Local 126

11/2/23
Date

[Signature]
For COUPE
Local 130, UA

10/26/23
Date

[Signature]
For COUPE
Local 134, IBEW

10/31/2023
Date

[Signature]
For COUPE
Local 150, IUOE

Oct 30 2023
Date

[Signature]
For COUPE
Pipe Fitters, Local 597

10/27/23
Date

[Signature]
For COUPE
Local 700, IB

11.1.23
Date

[Signature]
For COUPE
Sign Painters, Local 830

10/31/2023
Date

[Signature]
For COUPE
LIUNA, Local 1092

10/27/23
Date

[Signature]
For COUPE
Local 700. IBT

11-01-2023
Date

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Exhibit B

Joseph V. Healy
Business Manager

Secretary-Treasurer

Charles V. LoVerde III
President

LIUNA!

Local Union
1092
Public Employees

3341 S. Halsted, Suite 200
Chicago, IL 60609-1612

ph: (773) 247-1052
fax: (773) 376-3055

Waterpipe Extension, Bureau of Engineering Laborers'

Membership Application and Affirmation

I hereby apply for, reapply for, or affirm my membership, as applicable, in the Water Pipe Extension, Bureau of Engineering Laborers' Local Union 1092, and any successors or assigns thereto, affiliated with the Laborers' International Union of North America and the Construction and General Laborers' District Council of Chicago and Vicinity (collectively, the "Union") and agree to abide by the uniform LIUNA, District Council, and Local Union Constitutions.

I designate the Union as my exclusive representative for collective bargaining in all matters pertaining to wages, hours and other terms and conditions of employment with my employer, hereby revoking any contrary designation. I authorize the Union to use this card for any lawful purpose, including for proof of interest in an election or voluntary recognition. This authorization shall apply to the Employer for whom I am employed on this date, and it shall also apply to future employers unless revoked by me in writing.

Signature Andre P. Sneed Date Executed 3-14-19

Dues Deduction Authorization

I authorize and direct my employer to deduct from my wages every pay period an amount equal to the full periodic dues (including membership dues, quarterly dues and working dues), readmission fees, or initiation fees of the Union, and any amounts as may hereafter be established by the Union as full periodic dues (including membership dues, quarterly dues and working dues), readmission fees, or initiation fees, and direct that such amounts be so deducted and forwarded monthly to the Union's designated depository, together with all requested wage and hour payroll information. I understand that a portion of these dues may be used for political activity including, but not limited to, making contributions to and expenditures on behalf of candidates for federal, state, and local offices—and addressing political issues of public importance.

This authorization and assignment also extends and applies retroactively to any previous amounts deducted by my employer and remitted to the Union pursuant to the union security provisions of a Union Labor agreement. This authorization and assignment is voluntarily given and is not conditioned on my present or future membership in the Union. I understand that executing this form is not a condition of continued employment. This authorization and assignment shall be irrevocable for the duration of time that I remain in a bargaining unit represented by the Union or, if such term of irrevocability is deemed unenforceable by a court or agency of competent jurisdiction, this authorization and assignment shall be irrevocable for the term of the applicable labor contract between the Union and my employer, or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless I give written notice of my desire to revoke same to my employer and the Union at least ten (10) but not more than twenty (20) days before any periodic renewal of this authorization and assignment. This authorization and assignment supersedes all previous dues deduction authorizations signed by me to the extent of any conflict with such previous authorizations.

I also acknowledge my right to be or remain a non-member.

Dues, contributions and gifts to the Union are not tax deductible as charitable contributions for federal income tax purposes, but they may be deductible under other provisions of the Internal Revenue Code.

Signature Andre P. Sneed Date Executed 3-14-19

Name ANDRE P. SNEED Employer COOK COUNTY

Address: 9428 S. INDIANA CHICAGO, IL 60619

1608 C

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Exhibit C

December 17, 2023

LiUNA Local 1092 Headquarters
3841 South Halsted Street
Chicago, IL. 60609

Re: End of Union Membership of Andre Sneed DOTH Laborer

To Whom It may concern,

This is my (Andre P. Sneed) formal termination letter from Chicago LiUNA local 1092. I am a Laborer for the Cook County Department of Transportation and Highways District 5. I am ending my union membership immediately as it is my right to do so. As you are fully aware based on the results of the Supreme Court case Janus vs AFSCME case no. 16-1466 585 US affords me the right to do so. I request that any and all payroll deductions be terminated immediately to include Union Dues, Union Service Charges, and Additional Union Dues upon receipt of this certified mailing and/or email delivery to alsacramento@1092.org

Respectfully, There are several reasons I am ending my union membership starting with my staunch opposition to LiUNA's political involvement, support, and affiliations with certain parties/individuals and their ideologies. Compounded by the unions failure to address some very important issues pertaining to the safety and equality of its constituents. Several members have approached me with the same concerns over time and the unions minimal presence in the workplace as well as dismissing the members request. Most recently a lot of the accomplishments the union takes credit for gaining for its constituents are in part codified by legislation or existing in both the public and private sector as acceptable and common practices. Consequently, I am ending my union membership at this point in time. I do reserve the right to resume my union membership contributions at some point in the future if I feel that LiUNA's practices have changed. Until then I am including my contact information in case I may need to complete any additional forms to expedite the termination of any payroll deductions. I will be contacting my employer (Cook County DOTH) to notify them of my decision. As a matter of law the 2017 Janus Supreme Court ruling still entitles me to representation by LiUNA if union representation is needed because LiUANA is the sole and exclusive bargaining agent recognized by the Cook County DOTH. I desire an amicable and expeditious resolution to the termination of my membership dues cancellation. I don't expect to be the recipient of retaliation or discrimination because of exercising my rights because of the cordial relationship we have had during my membership.

I have also had an opportunity to review the last several years of LiUNA 1092 form 990 tax returns in detail which in part factored in my decision and raised additional questions as to the unions financial practices and decisions that were

supported by membership dues. I would like to see my membership dues terminated by my next payroll check. If by chance LiUNA is unable or unwilling to accommodate my request within this timeframe I would demand you expeditiously submit me a IRS form W-9, a copy of the original contracting agreement between LiUNA 1092 and myself, and a copy of the entire ledger of union payments received from me starting in May of 2016. In closing I would prefer to communicate via email and only discuss matters pertaining to the termination of payroll deductions and or union representation if need be and nothing else at this point in time as to avoid any verbal miscommunications. Thank you in advance.

Sincerely Andre P. Sneed

Email: [REDACTED]@yahoo.com

Phone: [REDACTED]

Address: Address of record currently on file with the LiUNA

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Exhibit D

On Thursday, January 4, 2024, 10:21, Joe Healy <joeh@local1092.org> wrote:

Andre,

If you have concerns about how the union is currently representing you, or practices you want to see changed, or any other workplace issues, I encourage you to give Al or I a call to discuss them. I have not been previously informed that you had any issues of concern. We're only strongest when we're all standing together, we're only the highest paid public sector laborers in the country because we speak and act as one unit. Unfortunately that can change very quickly; our contract is up this year. Like any family there are disagreements and different viewpoints. I am not aware of any disagreements we've had but I am here to offer to work them out with you.

-Joe
(312) 841-1092

From: Andre Sneed [mailto: [REDACTED]@yahoo.com]
Sent: Thursday, January 4, 2024 10:00 AM
To: Joe Healy <joeh@local1092.org>
Cc: Alfonzo Sacramento <alsacramento@local1092.org>
Subject: Re: DOTH Laborer Andre Sneed union membership and dues termination demand

Thank you for responding to this matter so expeditiously and yes the address is the same so I will be awaiting the document. Thanks for accusing me of stealing representation for exercising my rights and not agreeing with your practices. Coincidentally I'm not the only one that feels that way and you will find that out soon enough. Have a good day

On Thursday, January 4, 2024, 08:51, Joe Healy <joeh@local1092.org> wrote:

Mr. Sneed;

Your membership is revoked as of today. Your commitment to pay union dues is separate from your membership. We will mail a copy of your Dues Deduction Authorization because it contains your social security number. If you are not still at 9428 S. Indiana in Chicago please let us know.

You are entitled to have whatever level of concern you'd like regarding the quality of representation going forward. People stealing their representation from the members is the only cause for apprehension in that regard.

Joseph V. Healy
Business Manager
Laborers Local 1092
3841 S. Halsted #2
Chicago, IL 60609
Office (773) 247-1092
Mobile (312) 841- 1092

From: Andre Sneed [mailto:████████@yahoo.com]
Sent: Thursday, January 4, 2024 8:24 AM
To: Joe Healy <joe@local1092.org>; Alfonzo Sacramento
<alsacramento@local1092.org>
Cc: Andre Sneed <████████@yahoo.com>; maa@ulaw.com;
phylliss.woods@cookcountyl.gov; jennifer.branch@cookcountyl.gov
Subject: DOTH Laborer Andre Sneed union membership and dues termination
demand

Hello Mr. Healy,

My name is Andre P. Sneed a Cook County DOTH Laborer and I have been a dues paying member of LiUNA local 1092 (the union) since approximately May 2016. I am sending you this email to inform you that I have been attempting to present a letter to the union to terminate my union membership. I started by sending a certified letter via USPS on December 17, 2023 (#70220410000326554847) to terminate my union membership that USPS was unable to deliver twice to the address listed as the union headquarters. Secondly I sent an email to the email address listed on the union website (office@local1092.org) to confirm if it was an accurate address to receive correspondence on December 29, 2023 at 10:38am not yielding a response. Additionally I physically visited the union headquarters on January 2, 2024 to hand deliver a copy of the letter terminating my union membership but was unable to gain entry. Lastly on January 2, 2024 I was able to communicate via text message with union representative Al Sacramento informing him of my desire to terminate my union membership and inquiring as to what was the process and how soon union dues would stop being deducted from my payroll check. However I have not yet received a reply responsive to achieving a n immediate resolution. I think that it is clear that I have made more than a valiant effort to exercise my right to terminate my union membership and dues. I have reviewed my most recent Collective Bargaining Agreement and it is void of any agreed or structured procedures for termination of dues post the Janus vs AFSCME case no. 16-1466 585 US decision. Therefore, I am seeking the immediate termination of my union membership and immediate cancellation of any payroll deductions as it relates to dues. Because of our amicable relationship over the last seven years I am not anticipating any arbitrary and capricious conduct in delaying

that portion of my wages. I would be remiss if I did not mention that I do have a high level of concern going forward on the level and quality of representation in the future if needed by the union. This is solely based on how difficult it has been just to simply exercise my right to cancel my union membership. In the spirit of transparency please respond to me via this email thread so that everyone involved is aware of the progress in this matter (Labor Atty Margaret Angelucci, Cook County Labor Liason Phyllis Woods , and Cook County Comptroller office Jennifer Branch) So I will officially put my apprehension of receiving fair representation going forward on record as of today based on the unions conduct in this matter thus far.

The following is a copy of the letter that was delivered electronically to Al Sacramento on January 2, 2024 via text message formally requesting termination. .

December 17, 2023

LiUNA Local 1092 Headquarters
3841 South Halsted Street
Chicago, IL. 60609

Re: End of Union Membership of Andre Sneed DOTH Laborer

To Whom It may concern,

This is my (Andre P. Sneed) formal termination letter from Chicago LiUNA local 1092. I am a Laborer for the Cook County Department of Transportation and Highways District 5. I am ending my union membership immediately as it is my right to do so. As you are fully aware based on the results of the Supreme Court case Janus vs AFSCME case no. 16-1466 585 US affords me the right to do so. I request that any and all payroll deductions be terminated immediately to include Union Dues, Union Service Charges, and Additional Union Dues upon receipt of this certified mailing and/or email delivery to alsacramento@1092.org

Respectfully, There are several reasons I am ending my union membership starting with my staunch opposition to LiUNA's political involvement, support, and affiliations with certain parties/individuals and their ideologies. Compounded by the unions failure to address some very important issues pertaining to the safety and equality of its constituents. Several members have approached me with the same concerns over time and the unions minimal presence in the workplace as well as dismissing the members request. Most recently a lot of the accomplishments the union takes credit for gaining for its constituents are in part codified by legislation or existing in both the public and private sector as acceptable and common practices. Consequently, I am ending my union membership at this point in time. I

do reserve the right to resume my union membership contributions at some point in the future if I feel that LiUNA's practices have changed. Until then I am including my contact information in case I may need to complete any additional forms to expedite the termination of any payroll deductions. I will be contacting my employer (Cook County DOTH) to notify them of my decision. As a matter of law the 2017 Janus Supreme Court ruling still entitles me to representation by LiUNA if union representation is needed because LiUANA is the sole and exclusive bargaining agent recognized by the Cook County DOTH. I desire an amicable and expeditious resolution to the termination of my membership dues cancellation. I don't expect to be the recipient of retaliation or discrimination because of exercising my rights because of the cordial relationship we have had during my membership.

I have also had an opportunity to review the last several years of LiUNA 1092 form 990 tax returns in detail which in part factored in my decision and raised additional questions as to the unions financial practices and decisions that were supported by membership dues. I would like to see my membership dues terminated by my next payroll check. If by chance LiUNA is unable or unwilling to accommodate my request within this timeframe I would demand you expeditiously submit me a IRS form W-9, a copy of the original contracting agreement between LiUNA 1092 and myself, and a copy of the entire ledger of union payments received from me starting in May of 2016. In closing I would prefer to communicate via email and only discuss matters pertaining to the termination of payroll deductions and or union representation if need be and nothing else at this point in time as to avoid any verbal miscommunications. Thank you in advance.

Sincerely Andre P. Sneed

Email: [REDACTED]@yahoo.com

Phone: [REDACTED]

Address: Address of record currently on file with the LiUNA

Sneed v. LiUNA Local 1092

Complaint

Exhibit E

On Monday, November 25, 2024, 11:00, Joe Healy <joeh@local1092.org> wrote:

Good Morning All,

Our contract with Cook County runs through November, 2025. It does not expire this month.

Andre, I emailed a copy to you last week. If you didn't receive it please let me know and I will send another. Please feel free to reach out with any other issues. And please let me know if you're available for a meeting with Al Sacramento and I.

-Joe Healy

On Nov 25, 2024, at 10:56 AM, Andre Sneed <[REDACTED]@yahoo.com> wrote:

Good Morning Tim,

I do understand that the decision to revoke my membership dues payments can't be exercised unilaterally without the unions express written consent. Unfortunately the union and I are at an impasse in agreeing on the interpretation of the CBA and the terms and instructions of the Dues Deduction Authorization. I provided the union and Cook County a notification that was timely and in compliance with the Dues Deduction Authorization requirements to revoke membership dues and fees immediately. I understand that your office has, at minimum, a fiduciary duty to ensure that matters related to the Collective Bargaining Agreement (CBA) are handled fairly, equitably, and in compliance. As Cook County is currently the entity responsible for deducting my membership dues and forwarding those funds to the union. I would like a written explanation from the union as to why they are not complying with my legally sufficient request to stop the deduction of membership dues and fees by issuing notice to Cook County to terminate said dues. At this point it is my contention that local 1092 is complicit in the violation of my constitutional rights to stop paying membership dues as afforded by Janus v. AFSCME, Case No. 16-1466, 585 U.S. Any response by the union thus far has been moot or insufficient.

To provide context, a Senior Labor Liaison from your office requested information addressing this exact issue as far back as January 2024. However, that request was ignored, and Local 1092 failed to provide a response. This same lack of transparency has persisted until now, as I have once again raised this issue seeking resolution.

I am encouraged by the involvement of your office to require a response on this email thread, ensuring transparency and accountability among all parties. However, it is important to note that, in my experience, Local 1092 has deliberately excluded county representatives who were initially carbon copied in responses from

me, and just respond directly to me about facts the county should be appraised of, thus avoiding transparency. Based on these past practices, I believe Local 1092 has no intention of cooperating fairly or transparently regarding the revocation of dues because they have tried so very hard to deflect, ignore, and extend.

Please know that I am SUPREMELY prepared to provide any evidentiary documentation, emails, affidavits, or statements necessary to support the revocation of any and all membership dues or fees being directed to Local 1092.

Thank you for your attention to this matter. I enthusiastically look forward to their response.

On Friday, November 22, 2024, 11:44, BHR LaborDivision (Human Resources) <BHR.LaborDivision@cookcountyil.gov> wrote:

Good morning, Mr. Sneed,

I am looping in your union representatives regarding your request to withhold dues deductions, as any membership commitment was made between you and the union. Cook County is unable to unilaterally stop withholding member dues without express written consent from the union.

My best,
Tim

From: Andre Sneed <[REDACTED]@yahoo.com>
Sent: Friday, November 22, 2024 8:34:44 AM
To: Lanetta HaynesTurner (Presidents Office)
<Lanetta.HaynesTurner@cookcountyil.gov>
Subject: Re: REVOCATION OF 1092 DUES OF DOTH EMPLOYEE ANDRE SNEED

Thanks for the response. And I hv reached out to BHR Labor with no response. Maybe they will respond to your email if you could kindly ask them to contact me. If it's not too much trouble.

Thank you

Sent from Yahoo Mail for iPhone

On Thursday, November 21, 2024, 12:57, Lanetta HaynesTurner (Presidents Office) <Lanetta.HaynesTurner@cookcountyiil.gov> wrote:

Good afternoon Mr. Sneed,

I am first and foremost removing the email address for the President as that is not an email where substantive information is received and reviewed on a consistent basis. I would advise you to contact your union directly as the President's Office does not get involved in these matters. In the future, when concerns like this arise, I would encourage you to connect with BHR- Labor directly at BHR.LaborDivision@cookcountyiil.gov.

Kind regards,

Lanetta

From: Andre Sneed <[REDACTED]@yahoo.com>
Sent: Friday, November 15, 2024 11:29 AM
To: Toni Preckwinkle (Presidents Office) <Toni.Preckwinkle@cookcountyiil.gov>;
Lanetta HaynesTurner (Presidents Office)
<Lanetta.HaynesTurner@cookcountyiil.gov>
Subject: Re: REVOCATION OF 1092 DUES OF DOTH EMPLOYEE ANDRE SNEED

Greeting Mrs. Turner,

I am a county employee (Andre Sneed) of DOTH and I was given your email address as a reliable source to ensure that the Madam Preckwinkle and the current Cook County Labor Liaison would receive the email listed below. If you are unable or unwilling can you please forward me the contact information of the current Labor Liaison. Thank you in advance have a great weekend

On Friday, November 15, 2024, 11:15, Andre Sneed <[REDACTED]@yahoo.com> wrote:

Dear Madam President Preckwinkle and Current Labor Liaison

It is my sincere prayer that this message reaches the Office of Cook County Board President Preckwinkle. I am writing to bring to your attention to a matter of utmost importance concerning my rights as a Cook County employee and a service-disabled United States veteran. As someone who has consistently admired your dedication to honoring veterans and upholding these constitutional freedoms of all county employees, I am reaching out to seek your assistance and advocacy.

As an employee of the Department of Transportation and Highways, I recently exercised my constitutional right to revoke my union membership payment of dues and fees, as protected by the Supreme Court ruling in *Janus v. AFSCME*, Case No. 16-1466, 585 U.S. (2018). However, the conduct and retaliatory behavior exhibited by Local 1092 officials after being formally notified of my decision have been deeply troubling.

Despite my formal notice to both Cook County and Local 1092, I have encountered significant resistance, lack of transparency, and behaviors that infringe upon my right to freely separate from the union. This conduct undermines not only my First Amendment rights but also the integrity of the workplace environment.

I am not alone in this experience; at least five other employees have expressed similar concerns but remain hesitant to come forward due to fear of retaliation.

I respectfully request your intervention to ensure the County is not complicit in enabling Local 1092 to deprive employees of their constitutional rights. Specifically, I ask for:

1.
A thorough review of the County's policies and practices related to union dues deductions.
2.
Assurance that the County will immediately cease deducting dues and fees from my paycheck after I have formally revoked my union membership.
3.
An inquiry into the actions of Local 1092 officials regarding their treatment of employees exercising their rights.

Thank you for your attention to this matter and for your unwavering commitment to justice, equity, and the constitutional freedoms of all Cook County employees.

Below is the formal written notice to local 1092 and Cook County to revoke the deduction of union dues and fees from my paycheck.

November 15, 2024

From:

Andre Sneed, Laborer 1
9428 South Indiana Ave
Chicago, Illinois 60619

To:

Joe Healy, Business Manager
3841 South Halsted, #2
Chicago, Illinois 60609

Cook County Human Resources
Labor Liaison Officer
118 North Clark Street
Chicago, Illinois 60602

Subject: Notice of Revocation of Union Dues and Fees Payments to Local 1092

Greetings Joe Healy, Al Sacramento (Local 1092), and the Cook County Labor Liaison Officer,

Please consider this communication as a formal and explicit notice of my intent to immediately revoke any and all authorizations for the deduction and assignment of membership dues and fees to Local 1092 of the Laborers International Union of North America. As an employee classified as a Laborer 1 within Cook County's Department of Transportation and Highways (DOTH), this action serves as my direct and unambiguous directive to cease payroll deductions for union dues and fees through Cook County Government, effective immediately .

This revocation is issued in compliance with the original dues deduction authorization form, signed on March 13, 2019. Per the terms outlined in paragraph four of said form, both the union and employer are hereby notified within the time frame stipulated. The Collective Bargaining Agreement (CBA) governing my employment is scheduled to expire on November 30, 2024. I am aware of discussions suggesting a possible extension of the CBA through 2025, though I have yet to review any formal documentation supporting this claim. Regardless of an extension, Illinois labor law mandates that terms and conditions of the existing CBA persist

under a “status quo” position during active negotiations, thereby upholding fair labor practices throughout the bargaining period.

This “status quo” position is pertinent to the revocation notice, as the scheduled expiration of the current CBA aligns with the timeline specified in lines 9-12 of paragraph four of the dues deduction agreement, which states that I am required to “give written notice of my desire to revoke same to my employer and the union at least ten (10) but not more than twenty (20) days before any periodic renewal of this authorization and assignment.” Consequently, this notification complies with all necessary terms for proper revocation.

Furthermore, I assert my rights as upheld by the Supreme Court ruling in *Janus v. AFSCME*, Case No. 16-1466, 585 U.S. , which affords me the constitutional right to revoke payment of union dues and fees.

As early as January 4, 2024, Cook County Liaison Phyllis Woods took it upon herself to advocate on my behalf, reaching out to Local 1092 to clarify when I would be permitted to revoke the remittance of my union dues and fees. This request was necessary because the language in the dues deduction agreement is laden with convoluted legal jargon, making it nearly impossible for a layperson to decipher. Yet, despite this effort, the union has remained conspicuously silent to this day, suggesting a deliberate attempt to keep me as a dues-paying member indefinitely.

Moreover, when I exercised my First Amendment right to express my opinion on the political contributions of the union, I was met with ostracism. Rather than giving me the date that I requested to revoke the payment of union dues and fees, union representatives leveled the unfounded accusation that in part says “People stealing representation from the members is the only cause for apprehension”. As a service-disabled veteran of the United States Marine Corps, who has honorably served and bears the physical and emotional scars to prove it, I am both saddened and outraged by the blatant disregard and disrespect shown to me and to the Cook County Labor Liaison. It is deeply disheartening that my dedication to the freedoms I fought to protect is now met with such dismissive treatment simply for wanting to exercise a right I earned in service to this country. This experience is nothing short of appalling. (Both the dues deduction authorization form and CBA effective dates are attached below)

Sincerely,

André Sneed

Sneed v. LiUNA Local 1092

Complaint

Exhibit F

Opt out request



Me

Feb 27

To: Joe Healy & 1 more ^

From:

Andre Sneed

sneedlive@yahoo.com

To:

Joe Healy

joeh@local1092.org

LaborDivision BHR

bhr.labordivision@cookcountyil.gov

Date:

Yesterday at 19:48

This message is to Joe Healy of Local 1092 and Cook County Bureau of Human Services Labor division from Andre Sneed of the Cook County Department of Transportation and Highways. I am again formally requesting to opt out of paying dues to Local 1092 as the Dues Deduction Authorization requires me to do within a designated time period. Message sent on February 27, 2025