



April 13, 2012

Amy M. Loprest  
Executive Director  
New York City Campaign Finance Board  
40 Rector St., 7<sup>th</sup> Fl.  
New York, New York 10006

**Re: Request for Advisory Opinion**

Dear Ms. Loprest:

Pursuant to CFB Rule 7-04, SEIU Local 32BJ requests an advisory opinion of the Campaign Finance Board. Our general question is: Does an "electioneering communication", as defined in Rule 13-01, constitute an in-kind contribution to a campaign if it was a "non-independent expenditure" within the meaning of Rule 13-05? Please answer this question, and please also answer the questions below that pertain to the following scenario that, based on Local 32BJ's experience, could well occur during 2013 or a subsequent election year.

Two weeks before a general election, the Union holds a rally to support a strike at which two candidates for different New York City offices (among other speakers) will speak at the Union's invitation. One candidate is an incumbent New York City officeholder who is running for reelection. The other candidate is running for a different office and is not an incumbent New York City officeholder. In order to build participation at the rally, the Union undertakes a "mass mailing" within the meaning of Rule 13-01 of flyers to the general public that identify the two candidates and present other information about the rally. The flyer is an "electioneering communication" and not an "express advocacy communication," as defined in Rule 13-01. In the Union's interactions with each candidate about the flyer, the candidate "fostered or cooperated in" the content and distribution of the flyer within the meaning of Rule 13-05. The costs of the design, production and distribution of the flyer, as allocated to each candidate under Rule 13-02(c)(3), exceed \$1,000.

If these events occur:

1. Is the allocable cost of the flyer to each candidate an in-kind contribution to the candidate's campaign?

**MICHAEL P. FISHMAN**  
President

**KEVIN J. DOYLE**  
Executive Vice President

**HÉCTOR J. FIGUEROA**  
Secretary-Treasurer

**KYLE BRAGG**  
Vice President

**LENORE FRIEDLAENDER**  
Vice President

**BRIAN LAMBERT**  
Vice President

**KRYSTYNA ROSARIO**  
Secretary

**Online at:**

[www.seiu32BJ.org](http://www.seiu32BJ.org)

**Local 32BJ Headquarters:**  
101 Avenue of the Americas  
New York, NY 10013  
212.388.3800

**Bronx/Westchester Office:**  
140 Huguenot Street  
New Rochelle, NY 10801  
914.637.7000

**Connecticut Office:**  
196 Trumbull Street, Suite 400  
Hartford, CT 06103  
860.560.8674  
1.800.228.5253

**Long Island Office:**  
2545 Hempstead Turnpike  
East Meadow, NY 11554  
516.579.4020

**New Jersey Office:**  
560 Broad Street  
Newark, NJ 07102  
973.824.32BJ  
1.866.5JANITOR

**Window Cleaners Division:**  
101 Avenue of the Americas  
20<sup>th</sup> Floor  
New York, NY 10013  
212.539.2901

**Theater, Amusement  
Cultural Division:**  
101 Avenue of the Americas  
20<sup>th</sup> Floor  
New York, NY 10013



2. Is there any disclosure or other obligation by the Union under Chapter 13 or otherwise under the Board's rules arising from the flyer?
3. Would the answer to either Question 1 or Question 2 be different if the above example were changed only in that there is no rally and so no advertised appearance by either candidate at a rally, the flyer is mailed in order to build public support and pressure for the Union's bargaining position, the flyer notes the two candidates' support for the strike, and the flyer asks the public to contact the Mayor (who is not a candidate) and express their support for the Union's bargaining position?

Thank you in advance for your response.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Alison Hirsh". The signature is fluid and cursive, with a large loop at the end.

Alison Hirsh  
Political Director