



February 16, 2023

[REDACTED]

Dear [REDACTED]:

This Statement of Reasons is in response to your complaint filed with the U.S. Department of Labor (the Department) on September 29, 2022, alleging that the International Brotherhood of Electrical Workers Local 159 (“Local 159” or “the union”) violated Title IV of the Labor-Management Reporting and Disclosure Act of 1959, as amended (LMRDA), 29 U.S.C. §§ 481 – 483, in connection with the June 9, 2022, officer election and the June 30, 2022, runoff election.

The Department investigated your allegations and has concluded that there was no violation of the LMRDA that may have affected the election outcome.

You alleged that Local 159 provided voters two email addresses for duplicate ballot requests and failed to monitor one of these addresses. This allegation implicates LMRDA section 401(c), which requires that a union provide adequate safeguards to ensure a fair election, and section 401(e), which requires a union to provide every member in good standing the right to vote. 29 U.S.C. § 481(c), 481(e). The Department’s investigation revealed that the election notice, sent on April 22, and one campaign email listed an incorrect email address for duplicate ballot requests to which the election judge, [REDACTED], did not have access. One candidate's campaign literature included both the correct and incorrect email address. The union did not notify the membership of the correct address until June 17, after the June 9 election. The Department’s investigation revealed that two duplicate ballot requests were sent to the incorrect email address. These members did not vote, and there is no evidence that they were sent a duplicate ballot. This may have prevented these members from voting, in violation of the LMRDA. However, the smallest margin of victory for any office was 14 votes. Accordingly, this violation that may have affected two members could not have had an effect on the outcome of the election.

You also alleged that members did not receive timely responses to duplicate ballot requests sent to the correct email address. This allegation similarly implicates section 401(c)’s obligation to provide adequate safeguards and section 401(e)’s requirement that

members in good standing have the right to vote. The Department's investigation disclosed that, for the June 9 election, █████ checked the correct email address regularly for duplicate ballot requests, then sent the duplicate ballot within one day of receiving the request. █████ also kept a log of all duplicate ballot requests received. The Department's investigation found that there were eight members who emailed duplicate ballot requests to the correct address but who did not vote. The Department investigated whether these members received a duplicate ballot and determined that: two members received ballots but did not vote for unrelated reasons; one member received his ballot and mailed it at the post office; and one member did not recall receiving or requesting a ballot. The Department found no evidence that any of the remaining four did not receive the requested duplicate ballot. There was no violation.

You alleged that Local 159 mailed ballot packages with incorrect P.O. box numbers on both the return address and the address on the envelope for the voted ballot and that the union may not have rented these incorrect boxes in time to prevent the post office from returning voted ballots to the senders. As discussed above, these allegations also implicate section 401(c)'s obligation to provide adequate safeguards and the section 401(e)'s requirement that members in good standing have the right to vote. The Department's investigation revealed that when the union mailed ballot packages for the June 9 election, it had not rented either the P.O. box identified in the return address on the ballot package, or the P.O. box identified in the address on the envelopes for the voted ballots; instead, the union had rented two other P.O. boxes that were identified in the ballot instructions. The investigation further revealed that post office personnel immediately noticed the union's incoming election mail coming to P.O. boxes that no one was renting. These postal employees held this incoming mail until it could be forwarded to the correct P.O. boxes. Approximately five days after the union mailed out ballots, █████ went to the post office to correct the issue and the post office personnel agreed to forward the incorrectly addressed envelopes to the P.O. boxes the union had rented for voted ballots (the P.O. boxes listed in the ballot instructions). The Department found no evidence that any member's ballot was returned by the post office as undeliverable or that any member's ballot was lost. There is no evidence that any member was denied the right to vote as a result of the incorrect P.O. boxes being listed on the return envelopes for voter ballots. While the union's failure to properly address the ballot package and the return envelope constituted a failure to provide adequate safeguards, this violation did not affect the election's outcome.

You alleged that it was not clear from the ballot package envelopes that they contained ballots. You also alleged that the voting instructions did not make clear that each voter needed to put their name and address on the envelope in which they mailed their ballots. You point to the numbers of ballots received by the union in the June 9 and June 30 election, 52 and 23 ballots, respectively, that could not be counted due to the absence of member-identifying information on the return envelope.

These allegations also implicate LMRDA sections 401(c) and 401(e). The investigation disclosed that the return address "IBEW Local #159 Election Board" was printed on each ballot package envelope. The envelope for the June 30 ballot package additionally said, "Official Ballot." The instructions for the June 9 election stated, "Fill out the return address on the pre-addressed envelope with your Name and Address (We only need this to verify and check off that the ballot was returned by a member in good standing at that time)." These instructions were sufficiently clear, in spite of some members failing to follow the instructions. The union amended the instructions for the June 30 run-off election, to emphasize the requirement as follows: "You must put your name and address in the return address location on the large pre-addressed PO Box envelope. If you do not fill out the return address with both your Name and Address your eligibility as a member in good standing cannot be verified AND YOUR BALLOT WILL BE INVALID." There was no violation.

You alleged that the local did not secure the key for the P.O. box for voted ballots. This allegation implicates section 401(c)'s requirement to provide adequate safeguards to ensure a fair election. The Department's investigation revealed that [REDACTED], had two keys: one to the P.O. box for ballots returned undeliverable that he kept on-hand in order to check the box regularly; and the other to the P.O. box for the voted ballots that he sealed in an envelope that he kept in the glovebox of his car throughout both elections. The investigation further revealed that [REDACTED] did not follow the union's recommended practice of, once the key is placed in the sealed envelope, having a witness sign the envelope's seal. However, he stated that he only accessed the voted ballots on the tally dates of June 9 and 30. A postal clerk whom the Department interviewed supported [REDACTED] account, stating that it did not appear that anyone checked the voted-ballots P.O. box at any other time during the election period. You also indicated during the investigation that you did not believe that [REDACTED] would have tampered with the ballots. To the extent [REDACTED] failure to secure the key to the P.O. box for voted ballots in the method prescribed by the union constitutes an adequate safeguards violation, there is no evidence that such a violation had an effect on the election.

Lastly, you alleged that the union failed to provide proper notice of the June 30 runoff election. Section 401(e) provides that the union must mail the election notice to each member no less than fifteen days prior to the election. 29 U.S.C. § 481(e). Article III Section 8(q) of the union's bylaws requires that a run-off, when necessary, be held 21 days after the regular election. Section 8(a) of that article requires that the notice for the initial election include information about a possible runoff. The investigation revealed that on April 22, 2022, the local mailed to members notice of the June 9 election, which stated that there could be a runoff on June 30. On June 15, 2022, the local mailed ballot packages to members, which included voting instructions and notice of the election date, for the June 30 election. These mailings constituted sufficient notice; there was no violation.

For the reasons set forth above, it is concluded that none of your allegations constitutes a violation of the LMRDA that may have affected the outcome of the election. Accordingly, the office has closed the file in this matter.

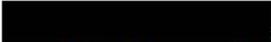
Sincerely,



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