

Statement of Reasons  
for Dismissing a Complaint  
Alleging International Association of Machinists  
and Aerospace Workers  
Improperly Imposed a Trusteeship  
over its Subordinate Body Local Lodge S-6

Members of the International Association of Machinists and Aerospace Workers (IAM), Local Lodge S-6 filed a complaint with the Department of Labor (Department) on November 23, 2022. The complaint alleged that the IAM imposed an illegal trusteeship over its subordinate body, Local Lodge S-6 (Local S-6 or local), on August 9, 2022, by controlling the daily business operations of the local. The complaint further alleged that the IAM supervisors exceeded the parameters of the IAM's mandates for the supervision, direction, and control of Local S-6 while carrying out their supervisory authority. 29 U.S.C. §§ 462-464.

Section 3(h) of the Labor-Management Reporting and Disclosure Act (LMRDA), 29 U.S.C. § 402(h), defines "trusteeship" to mean "any receivership, trusteeship, or other method of supervision or control whereby a labor organization suspends the autonomy otherwise available to a subordinate body under its constitution or bylaws." In the absence of any such suspension of autonomy, no "trusteeship" exists, as that term is defined in section 3(h) of the LMRDA.

As evidence of the IAM's suspension of Local S-6's autonomy, the complaint alleged that the IAM confiscated the grievance committee's computers and iPads and reviewed the hard drives of certain copiers; suspended Local S-6 officers from office without just cause; and dealt directly with the employer regarding the day-to-day operations of the local without the local's involvement or knowledge. The complaint also alleged that the collective bargaining agreement was altered when local officials, at the direction of an IAM supervisor, signed a memorandum of agreement (MOA) without the membership's approval; the IAM interfered with the Chief Steward's ability to monitor and enforce the terms and conditions of that agreement; and the IAM interfered with the local President's ability to act as the business manager and make decisions associated with his elected office.

The Department's investigation found that the IAM imposed a supervision over Local S-6 after the Local S-6 President contacted the IAM and asked for assistance. The IAM President responded in a letter dated August 2, 2022, and informed the Local S-6 officers that he had been advised by the IAM General Vice President that the current Local S-6 leadership may be endangering the good and welfare of the membership and that the local's day-to-day operations were being operated in such a manner as to jeopardize the interests of the IAM. The letter named an IAM Grand Lodge

Representative as the primary supervisor. Other IAM officials assisted in the administration of the supervision.

In a letter dated August 2, 2022, the IAM President informed the IAM supervisor of the limitations of his supervisory authority and responsibility. The letter stated, "Please keep in mind that this is supervision not a suspension. Your job is to supervise and assist the Lodge, not to operate it. Your primary responsibility is to assist with the transition of leadership and to enact a program to work with the leadership so that the Lodge will be able to carry out its duties and responsibilities in accordance with its bylaws, the IAM Constitution, and its policies and procedures." The investigation found that the IAM supervisors followed the IAM President's directives. There is no credible evidence that the IAM supervisors exceeded the IAM President's mandates in carrying out their supervisory authority.

The Department's investigation did not establish that the IAM's supervision of Local S-6 suspended the local's autonomy. With two exceptions, the local officers remained in office. The IAM suspended the Chief Steward and a Trustee from office approximately three months after the local was placed under supervision and in connection with the IAM's pending disciplinary investigations. Also, the local's Vice President, not the IAM, made the decision to confiscate union laptops and iPads to preserve possible evidence that the devices were being used for inappropriate purposes. An IAM investigator examined these devices and other local equipment to determine if any such evidence existed. This examination did not exceed the IAM President's directives governing the supervision.

In addition, the local President, not the IAM supervisors, dealt directly with the employer regarding the day-to-day operations of the local during the supervision. The IAM supervisors only provided advice to the local officers. The local President stated during the investigation that he continued to perform his duties as local president and business manager. In his opinion, none of the IAM supervisors interfered with his ability to make decisions associated with such duties. With respect to the local President's ability to reprimand union officials during the supervision, he stated during the investigation that he decided not to suspend a local steward for an infraction after learning that it occurred on company time, not union time. IAM supervisors did not interfere with that decision.

Also, there is no credible evidence that the IAM altered the collective bargaining agreement (CBA) by ordering local officials to sign an MOA. Local officials retained the right to negotiate MOAs or other arrangements with the employer. The local's Vice President, not the IAM supervisors, negotiated an MOA with the employer concerning the employer's winter shutdown schedule on his own volition. An IAM supervisor reviewed the document, but he did not approve or deny it. Further, the IAM

supervisors did not improperly interfere with the Chief Steward's ability to monitor and enforce the terms and conditions of the CBA. While the Chief Steward was in office, he handled all local level grievances. After his suspension from office, all such grievances were handled by the local's Vice President and the grievance committee.

Additionally, the September 19, 2022, letter from a District 4 official to the employer requiring the district's prior approval of all MOAs or other agreements between the local and the employer did not result in the suspension of local's autonomy. District 4 did not require any such approval during the supervision. The Department's investigation found that this September 19 letter was a standard document District 4 routinely mailed to the employer during the election year if most of the incumbent officers did not seek re-election. Here, Local S-6 was in the process of conducting an officer election and this letter simply requests that the employer work with the district on any MOAs or other agreements during the period of time between when new officers are elected and when those officers are installed. The September 19 letter was completely unrelated to the supervision. In fact, Local S-6 negotiated several MOAs or other agreements with the employer during the supervision without the approval of the IAM. The local's Vice President forwarded these documents to District 4 for advice, but District 4 did not revise or edit them.

Moreover, the investigation showed that the local's Secretary Treasurer performed his normal duties during the supervision. The Secretary Treasurer continued to pay the local's bills, make bank deposits and withdrawals, maintain the membership records, and track lost time for union officials. Significantly, the local's Secretary Treasurer and its President retained control over the use and expenditure of the local funds and no local funds were transferred to the IAM or District 4 during the supervision.

On October 6, 2022, Local S-6 conducted its election of officers. On January 27, 2023, the IAM lifted the supervision and the new duly elected officers have been sworn into office.

Finally, allegations that district supervisors interfered with mandatory steward training, notified the employer of officer suspensions, hindered the Chief Steward's ability to maintain lost time expectations, failed to assist or investigate known fraud by local lodge stewards, and interfered with officer nominations and election are not cognizable under the trusteeship provisions of Title III of the LMRDA and, for that reason, are dismissed. *See* 29 U.S.C. §§ 462-464.

For the reasons set forth above, the Department has concluded that no trusteeship was imposed over Local S-6 when the IAM placed the local under its supervision on August 9, 2022. Accordingly, the complaint is dismissed.

**U.S. Department of Labor**

Office of Labor-Management Standards  
Suite N-5119  
200 Constitution Ave., NW  
Washington, D.C. 20210  
(202) 693-0143



May 23, 2023

[REDACTED]

Dear [REDACTED]:

This is to advise you of the disposition of your complaint filed with the Secretary of Labor alleging that violations of Title III of the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA), occurred with respect to the trusteeship imposed by the International Association of Machinists and Aerospace Workers (IAM) over Local Lodge S-6 in Bath, Maine.

Pursuant to Sections 304 and 601 of the LMRDA, an investigation was conducted by the Office of Labor-Management Standards. After carefully reviewing the investigative findings, and after consulting with the Solicitor of Labor, we have determined that legal action is not warranted in this case. We are, therefore, closing our file as of this date. The basis for this decision is set forth in the enclosed Statement of Reasons.

Sincerely,

[REDACTED]

Chief, Division of Enforcement

Enclosure

cc: [REDACTED], Associate Solicitor  
Civil Rights and Labor-Management Division

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[REDACTED]

Chief, Division of Enforcement

Enclosure

cc: [REDACTED], Associate Solicitor  
Civil Rights and Labor-Management Division

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200 Constitution Ave., NW  
Washington, D.C. 20210  
(202) 693-0143



May 23, 2023

Robert Martinez Jr., National President  
International Association of Machinists and Aerospace Workers  
9000 Machinists Place  
Upper Marlboro, MD 20772

Dear President Martinez:

This is to advise you of the disposition of a complaint filed with the Secretary of Labor alleging that violations of Title III of the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA), occurred with respect to a trusteeship imposed by the International Association of Machinists and Aerospace Workers (IAM), over Local Lodge S-6, in Bath, Maine.

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Chief, Division of Enforcement

Enclosure

cc: [Redacted], Associate Solicitor  
Civil Rights and Labor-Management Division