



June 9, 2011

[REDACTED]

Dear [REDACTED]

This Statement of Reasons is in response to your complaint filed with the Department of Labor on February 4, 2011, alleging that a violation of Title IV of the Labor-Management Reporting and Disclosure Act (Act) occurred in connection with the election of delegates conducted by the International Brotherhood of Teamsters (IBT), Local 804 on March 18, 2011.

The Department of Labor (Department) conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to the specific allegations, that there was no violation of the Act. Following is an explanation of this conclusion.

You alleged that the union improperly ruled you ineligible to run as a Local 804 delegate to the IBT Convention. Section 401(e) of the Act, 29 U.S.C. § 481(e), provides that every member in good standing shall be eligible to be a candidate and to hold office subject to reasonable qualifications uniformly imposed. Section 401(e) recognizes that labor organizations may have a legal interest in prescribing standards for candidacy and office holding. Article VI of the Rules for the 2010-2011 IBT International Union Delegate and Officer Election (Election Rules) prescribes such standards. Pursuant to Article VI of the Election Rules, a member must have been in continuous good standing with dues paid to the local union for a period of twenty-four consecutive months prior to the month of nominations to be eligible for candidacy. Pursuant to Article X, section 5 of the IBT constitution, dues must be paid no later than the last business day of the month in which they become due. Any member failing to pay dues at that time loses good standing status for the month in which the dues are delinquent. The IBT constitution provides that the payment of dues after their due date will not restore good standing status for purposes of computing the twenty-four month qualifying period for candidacy.

The Department's investigation disclosed that nominations were conducted January 9, 2011, making the qualifying period for candidacy from January 2009 to December 2010. Pertinent here, the investigation disclosed that you stopped working in September 2009 and returned to work on July 1, 2010. While you were not working, you did not timely pay dues for the months of February and March 2010. In order to have remained in continuous good standing during the qualifying period, you were required to pay the February and March dues no later than the last business day of each respective month. The investigation disclosed that you did not pay these dues until May 2010. As a result, you lost your continuous good standing status, making you ineligible for candidacy. The fact that you paid the delinquent dues in May 2010 did not restore the continuous good standing status for purposes of computing the twenty-four month qualifying period for candidacy. Inasmuch as you failed to meet the continuous good standing requirement during the qualifying period, January 2009 to December 2010, for failure to make punctual payment of the February and March 2010 dues, you were not eligible to be a candidate in Local 804's election for delegate to the IBT International convention. The Act was not violated.

In addition, you alleged that the union was required to inform you of the dues delinquencies. There is no such requirement in the Act. The IBT constitution requires such notification only when a member is on dues check-off, has sufficient earnings from which dues may be deducted, and there was a delay or a default in the employer's payment of such dues. You had no earnings for February 2010 and March 2010 from which dues could have been deducted. Therefore, the union was not obligated to notify you of the dues delinquencies.

You also contended that local officers, whose names you did not provide to the Department, told you not to worry about your dues payments during your illness. Even if true, local officers have no authority to waive an IBT Election Rule or international constitutional provision. Further, although you stated that you were not able to physically go to the union hall and pay your dues, such payments could have been made by mail or made directly at the union hall by another person on your behalf.

Finally, you alleged that dues deductions should have been made from your disability insurance checks. However, the voluntary dues authorization that you signed is provided for in the collective bargaining agreement (CBA) and permits the employer to deduct dues only from your earnings. The payments you received from the insurance company for your disability do not constitute earnings and, thus, the employer was not obligated or authorized to withhold dues from such payments, pursuant to the CBA. The Act was not violated.

For the reasons set forth above, it is concluded that there was no violation of the Act and I have closed the file on this matter.

Sincerely,



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Chief, Division of Enforcement

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