



March 9, 2021

[REDACTED]

Dear [REDACTED]

This Statement of Reasons is in response to your August 28, 2020 complaint filed with the United States Department of Labor (Department) alleging that violations of Title IV of the Labor-Management Reporting and Disclosure Act of 1959 (the Act) occurred in connection with the election of officers held by the International Brotherhood of Electrical Workers (IBEW) Local 332 (the Union), on June 5, 2020. Your complaint to the Department contained the allegations that you raised in a post-election protest dated June 28, 2020.

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded that no violations of the Act occurred that may have affected the outcome of the election.

You allege that the Union failed to provide instructions for requesting absentee ballots in the nomination and election notice, as required in Article III, Section 7(a) of the Union's bylaws. Section 401(e) requires unions to conduct their elections in accordance with their constitutions and bylaws, unless contrary to the Act. *See* 29 U.S.C. § 481(e). Article III, Section 7(a) of the Union's bylaws states that the nomination and election notice "shall also include all details concerning the availability of the absentee ballot." The nomination and election notice stated that the June 5, 2020 officer election would be held by mail ballot voting, and that voting instructions would be included with the ballot that was mailed to all eligible members. The nomination and election notice also informed members that any election-related questions could be directed to the Election Judge. The investigation revealed that the Union considered the mail ballots to be the equivalent of absentee ballots. There was no violation of the Act.

You alleged that the Union failed to treat all candidates equally in the distribution of campaign literature by email. Section 401(c) of the Act provides that unions must comply with all reasonable candidate requests to distribute campaign literature, and that the union must refrain from discrimination in favor of or against any candidate

regarding the distribution of such literature. Further, Section 401(c) provides that the union must treat the candidates equally regarding the cost of distribution. The investigation revealed that the Union charged candidates \$100 per request to distribute campaign literature to the membership via email. The union limited such requests to one email per week, per candidate. Candidates made campaign literature distribution requests to the Election Judge, and Office Manager [REDACTED] subsequently sent the requested campaign emails to the members. You alleged four separate incidents of differential treatment of candidates in the distribution of campaign literature by email.

You alleged that the Union sent a campaign email on behalf of incumbent President Javier Casillas three times in one week, while it limited other candidates to sending only one email per week. The investigation disclosed that on May 19, 2020, the Union sent President Casillas' email for the first time. The email was corrupted and sent in code, so the members were unable to read the contents of the email. In order to ensure President Casillas' email was properly distributed and received by all members, as was the case for every other candidate paying to send campaign emails, the Union sent the same email a second time on May 19, 2020. The second email was inadvertently not distributed to the entire membership because the Union had reached its limit on the number of outgoing emails it could send per day. A Cloud administrator confirmed that the office manager contacted her about email server issues, and that on May 21, 2020, the Cloud administrator added a tool to increase the Union's limit on outgoing emails. Thereafter, the Union sent a third email to the entire membership list because it was unable to identify which members did not receive the second email. President Casillas never asked the Union to send his email three times, nor was he involved in the Union's decision to do so. The Union made three attempts to send President Casillas' email but only charged him \$100 once because unexpected technical problems prevented the proper distribution of the email the first two times. Thus, the investigation disclosed that the Union treated candidates equally by similarly distributing legible campaign literature to the entire membership on behalf of candidates at the same cost. There was no violation of the Act.

You also alleged that the Union engaged in preferential treatment when it distributed President Casillas' second email with an announcement from the Election Committee. The investigation disclosed that the Election Committee included the announcement in the third email sent for President Casillas to explain why the Union was redistributing his campaign literature – i.e., the technical difficulties in previous distribution attempts. The announcement further explained that the Union was resending the email to ensure all members properly received it after the technical difficulties had been resolved. This announcement did not constitute an endorsement from the Union nor did it amount to preferential treatment of President Casillas. There was no violation of the Act.

You alleged that the Union sent the campaign emails of Delegate candidates [REDACTED] [REDACTED] twice in one day, while other candidates were limited to one email per week. The investigation determined that the first emails sent by the Union on behalf of [REDACTED] were not sent to the entire membership list due to technical issues. Again, the Union distributed the emails a second time to the entire membership because it was unable to determine which members received the emails from the first attempt. No evidence indicated that the Union's correction of these technical errors gave [REDACTED] an advantage over other candidates. Instead, the Union remedied the errors so that it provided similar distribution of campaign literature on behalf of all candidates – to the entire membership list. There was no violation of the Act.

You alleged that the Union disadvantaged Recording Secretary and Delegate candidate, [REDACTED], because the Union sent his campaign email from Office Manager [REDACTED] [REDACTED] IBEW email address instead of the ibew332members@ibew332.org email address, from which the Union sent every other campaign email. The investigation revealed that the Union sent [REDACTED] one campaign email from jrezonable@ibew332.org. Office Manager [REDACTED] sent [REDACTED] email from her IBEW address because she was experiencing technical difficulties with the other email account. However, [REDACTED] email was clearly marked as IBEW Local 332 election material and was distributed to the entire membership. The investigation also revealed that the ibew332members@ibew332.org address was new for the 2020 election, and that members had received campaign emails and other union-related emails from jrezonable@ibew332.org prior to 2020. There was no violation of the Act.

You next alleged that the Union failed to make its membership mailing list available to the candidates for inspection in violation of the Act and the Union's bylaws. Section 401(c) of the Act provides that every bona fide candidate shall have the right, once within thirty days prior to the election, to inspect the membership list. Article 7(d) of the Union's bylaws similarly states that "every candidate shall have the right once within thirty (30) days prior to the mailing of the ballots, to inspect a list containing the names and last-known addresses of all the members of the Local Union." Specifically, you alleged that the Union failed to make its membership list available to the candidates for inspection 30 days prior to the election or 30 days prior to the mailing of the ballots. The investigation revealed that none of the candidates asked to inspect the membership list. Therefore, no candidates were denied the opportunity to inspect the list. There was no violation of the Act.

Your final allegation reincorporates all your previous allegations. Specifically, you alleged that an Election Judge failed to conduct a fair election in accordance with the Act and the Union's bylaws by presiding over an election in which all of your

previously alleged violations occurred. The investigation did not disclose any violations of the bylaws by the Election Judge.

For the reasons set forth above, the Department has concluded that there was no violation of Title IV of the Act that may have affected the outcome of the election, and I am closing the file regarding this matter.

Sincerely,



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Chief, Division of Enforcement

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