



February 11, 2022

[REDACTED]

Dear [REDACTED]:

This Statement of Reasons is in response to the complaint you filed with the Department of Labor on October 8, 2021, alleging violations of Title IV of the Labor-Management Reporting and Disclosure Act (LMRDA). You alleged that violations occurred in connection with the regularly scheduled election of union officers conducted by the Screen Actors Guild–American Federation of Television and Radio Artists (SAG-AFTRA) on September 2, 2021.

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to the specific allegations, that no violation occurred that may have affected the outcome of the election.

You raised several allegations concerning the use of employer funds to support candidates in the election. Section 401(g) of the LMRDA prohibits the use of employer funds to promote the candidacy of any person in a union officer election. 29 U.S.C. § 481(g). This prohibition includes any costs incurred by an employer, or anything of value contributed by an employer, in order to support the candidacy of any individual in an election. 29 C.F.R. § 452.78.

First, you alleged that the television talk show EXTRA invited and interviewed [REDACTED], candidate for SAG-AFTRA president, to promote her candidacy as well as the candidacies of others on her Unite for Strength (UFS) slate. You alleged that EXTRA did not offer opposing presidential candidate Matthew Modine and his Membership First (MF) slate equal airtime. You alleged that EXTRA is distributed by Warner Brothers, which you stated is an employer, and that the EXTRA broadcast violated section 401(g).

The Department's investigation, which included reviewing the interview in question, established that the EXTRA broadcast constituted neutral coverage, by a neutral interviewer, of [REDACTED] candidacy in the SAG-AFTRA election. The interviewer

mentioned that [REDACTED] opponents included Modine and [REDACTED]. During the interview, the SAG-AFTRA election, a newsworthy event to the EXTRA audience, was discussed along with other upcoming events in [REDACTED] life and career. Neither Warner Brothers nor EXTRA endorsed [REDACTED] or her slate or otherwise promoted any candidate in the election via the interview. In addition, the Department's investigation disclosed that an EXTRA senior producer offered Modine and his slate the opportunity to appear on EXTRA to discuss the election. The investigation established that Modine declined the offer but that [REDACTED], the MF slate's candidate for secretary-treasurer, did appear on EXTRA; during her interview, [REDACTED] promoted her candidacy as well as the candidacies of Modine and other MF slate members. There was no violation.

Second, you alleged that [REDACTED] promoted her candidacy in an appearance on Windy City, which you stated is an employer, and that this broadcast also violated section 401(g). The Department's investigation, which included reviewing the interview in question, disclosed that the vast majority of the interview focused on other events in [REDACTED] life and career and that [REDACTED] herself promoted her candidacy in the final seconds of the interview. Windy City did not endorse [REDACTED] or otherwise promote any candidate in the election via the interview. There was no violation.

Third, you similarly alleged that [REDACTED] promoted her candidacy in an appearance on NY9, which you stated is an employer. During the Department's investigation, you stated that you had made a mistake in your protest and that [REDACTED] actually appeared on NY1. You stated that you had heard about this alleged interview from another member whose name you could not recall, and you were unable to provide access to or a copy of the alleged interview or any documents to support this allegation. The Department was unable to review the interview in question. However, as part of its investigation, the Department reviewed NY1's August 10, 2021, interview of Modine, the large majority of which focused on Modine's candidacy for SAG-AFTRA president. Section 402(b) of the LMRDA provides that the Department may bring a civil action seeking Title IV remedies only where the Department's investigation finds by a preponderance of the evidence that a violation occurred. Here, the Department did not find by a preponderance of the evidence that the alleged appearance by [REDACTED] on NY1 violated section 401(g).

Fourth, you alleged that [REDACTED], [REDACTED] manager at Authentic Talent and Literary Management (ATLM), sent an email promoting [REDACTED] and the UFS slate. You alleged that ATLM is an employer and that the email violated section 401(g).

The Department's investigation confirmed that [REDACTED] sent an email promoting and seeking endorsements of [REDACTED] for president and [REDACTED] for secretary-treasurer. The investigation disclosed that [REDACTED] sent the promotional email message from his ATLM email address, including his signature line and ATLM's

company logo. This use of employer resources to promote the candidacies of [REDACTED] and [REDACTED] was a violation of section 401(g). However, the Department's investigation established that [REDACTED] sent the promotional email to 30 recipients. The following day, [REDACTED] sent another email to the same recipients, this time asking that they take no action in response to his promotional email of the previous day. The Department's investigation did not find widespread further dissemination of [REDACTED] promotional email. The smallest margin in the national election was a margin of 1,587 votes in the race for president. Therefore, the violation could not have affected the outcome of the election.

In your final 401(g) allegation, you alleged that casting director [REDACTED] ton improperly promoted [REDACTED], a UFS slate candidate for Los Angeles local executive board, on [REDACTED] Instagram page. You alleged that [REDACTED] is an employer, stating that she employs assistants, associates, camera operators, and interns. You alleged that [REDACTED] used employer resources to promote [REDACTED] candidacy in violation of 401(g).

The Department's investigation established that [REDACTED] is not an employer for purposes of Title IV of the LMRDA. *See* 29 U.S.C. § 402(e). The investigation disclosed that [REDACTED] is hired by a studio to conduct the casting for a project. As casting director, [REDACTED] may oversee the work of other casting personnel, such as assistants, but those personnel are employed by the production, not by [REDACTED]. The investigation established that [REDACTED] does not employ anyone. No employer funds were used to promote [REDACTED] candidacy on [REDACTED] Instagram page. There was no violation.

Next, you alleged that the election committee, which you stated was made up entirely of UFS appointees, was biased against the MF slate. Specifically, you alleged that the election committee rendered an immediate decision on a pre-election protest filed by members of the UFS slate but deferred decision until after the election on a similar protest filed by a member of the MF slate. Section 401(c) of the LMRDA prohibits disparate candidate treatment. 29 U.S.C. § 481(c).

The Department's investigation confirmed that the election committee received two pre-election protests alleging that employer funds were used to promote candidates in violation of section 401(g). The investigation established that the election committee received the protest alleging such a violation by the MF slate on August 10, 2021, and that the election committee addressed the protest immediately because there was adequate time to remedy the violation before the election. The investigation established that the election committee received your protest alleging such a violation by the UFS slate on August 30, 2021, too close to the September 2, 2021, election for the election committee to address your protest. The investigation established, however, that you resubmitted your protest after the election, at which point the election committee addressed it. There was no evidence of bias in the election committee's handling of

these protests. In addition, with regard to the makeup of the election committee, the Department's investigation established that members were appointed by the National Board consistent with the SAG-AFTRA Constitution. There was no violation.


Finally, you alleged that SAG-AFTRA improperly promoted SAG-AFTRA Executive Vice President Rebecca Damon in a tweet and article. The Department's investigation established that Damon was not a candidate in the officer election. Therefore, even if true, this allegation would not constitute a violation of Title IV of the LMRDA.

For the reasons set forth above, the Department of Labor concludes that there was no violation of the LMRDA that may have affected the outcome of the election. Accordingly, I have closed the file on this matter.

Sincerely,



Tracy L. Shanker
Chief, Division of Enforcement

cc: , National President
SAG-AFTRA
5757 Wilshire Blvd., 7th Floor
Los Angeles, CA 90036

 Simon
900 Third Avenue
New York, NY 10022

, Associate Solicitor
Civil Rights and Labor-Management Division



February 11, 2022

[REDACTED]

Dear [REDACTED]:

This Statement of Reasons is in response to the complaint you filed with the Department of Labor on October 20, 2021, alleging violations of Title IV of the Labor-Management Reporting and Disclosure Act (LMRDA). You alleged that violations occurred in connection with the regularly scheduled election of union officers conducted by the Screen Actors Guild–American Federation of Television and Radio Artists (SAG-AFTRA) on September 2, 2021.

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to the specific allegations, that no violation occurred that may have affected the outcome of the election.

You raised two allegations concerning the use of employer funds to support candidates in the election. Section 401(g) of the LMRDA prohibits the use of employer funds to promote the candidacy of any person in a union officer election. 29 U.S.C. § 481(g). This prohibition includes any costs incurred by an employer, or anything of value contributed by an employer, in order to support the candidacy of any individual in an election. 29 C.F.R. § 452.78.

First, you alleged that the Unite for Strength (UFS) slate, which received an endorsement from SAG-AFTRA member [REDACTED], used a large professional photograph of [REDACTED] on its website and in its campaign literature. You alleged that the [REDACTED] photograph was owned by Columbia Pictures, which you stated is an employer, and that the photographer and licensee of the photograph are also employers. You alleged that the UFS slate's use of the photograph thereby constituted an employer contribution to [REDACTED], UFS candidate for president, in violation of section 401(g). During the Department's investigation of your complaint, you supplied copies of documents related to the photograph that, you asserted, proved that the [REDACTED] photograph is the property of Columbia Pictures.

The Department's investigation established that Sony Pictures, through its subsidiaries Columbia Pictures and Columbia Tristar Marketing Group, arranged for the photograph of [REDACTED] to be taken, that the photographer transferred the copyright of the image to Sony, and that Sony subsequently sublicensed the photograph to [REDACTED]. [REDACTED] signed a declaration, made under penalty of perjury, stating that the photograph belongs to him and he has the absolute right to use it as he deems appropriate. There was no violation.

Second, you alleged that [REDACTED] sent a campaign email through her management company, Authentic Talent and Literary Management (ATLM), promoting her campaign and seeking endorsements and donations. You alleged that ATLM is an employer, that the email was sent from ATLM's email server, and that the email therefore constituted a use of employer resources in violation of section 401(g).

The Department's investigation confirmed that [REDACTED], [REDACTED] manager at ATLM, sent an email promoting and seeking endorsements of [REDACTED] for president and [REDACTED] for secretary-treasurer. The investigation disclosed that [REDACTED] sent the promotional email message from his ATLM email address, including his signature line and ATLM's company logo. This use of employer resources to promote the candidacies of [REDACTED] and [REDACTED] was a violation of section 401(g). However, the Department's investigation established that [REDACTED] sent the promotional email to 30 recipients. The following day, [REDACTED] sent another email to the same recipients, this time asking that they take no action in response to his promotional email of the previous day. The Department's investigation did not find widespread further dissemination of [REDACTED] promotional email. The smallest margin in the national election was a margin of 1,587 votes in the race for president. Therefore, the violation could not have affected the outcome of the election.

Next, you alleged that candidates from the Membership First (MF) slate, including Matthew Modine and [REDACTED], submitted requests to distribute campaign emails to the nationwide union membership. You alleged that you and 16 other union members did not receive the MF slate campaign emails but did receive campaign emails distributed on behalf of the UFS slate using the same email list.

Section 401(c) of the LMRDA requires that a union comply with candidates' reasonable requests to distribute candidate campaign literature and that it treat all candidates equally with respect to the distribution of their campaign literature. 29 U.S.C. § 481(c). When a union or its officers authorize distribution of campaign literature on behalf of any candidate, similar distribution under the same conditions must be made for any other candidate who requests it. 29 C.F.R. § 452.67.

The Department's investigation established that Modine did not request nationwide distribution of his campaign email; to save on cost, Modine requested that his email not be distributed to members of the Los Angeles Local, where he believed he had a strong base

of support. The Department determined that all 16 of the members you alleged did receive UFS campaign emails but did not receive MF campaign emails were members of the Los Angeles Local and thus were properly excluded from the distribution list for Modine's campaign email.

However, the Department's investigation also established that [REDACTED] sent one campaign email to the entire membership and a second campaign email to members of the Los Angeles Local. The Department interviewed 14 of the 16 members alleged to have received UFS campaign emails but not MF campaign emails; the other 2 members did not respond to repeated requests for interviews. Of those interviewed, only 3 members confirmed that they received one or more UFS campaign emails but did not receive any campaign emails from [REDACTED] (or from Modine). The union's failure to distribute one slate's campaign emails to you and 3 other members while successfully distributing another slate's campaign emails to the same members constituted disparate candidate treatment in violation of section 401(c). However, because the smallest margin in the national election was 1,587 votes, the violation could not have affected the outcome of the election.

Finally, you raised two allegations that, even if true, would not constitute violations of Title IV of the LMRDA. First, you alleged that the union improperly promoted SAG-AFTRA Executive Vice President Rebecca Damon in an article published on September 9, 2021. The Department's investigation established that this allegation did not implicate Title IV because Damon was not a candidate in the SAG-AFTRA officer election; the article made no mention of UFS, the officer election, or any candidate in the election; and the article was published after the election. Second, you alleged that [REDACTED] sent a campaign email defaming Modine through SAG-AFTRA's campaign literature distribution procedure. Title IV does not, and unions may not, censor or otherwise regulate the contents of campaign literature that candidates request to be distributed, even if the literature contains defamatory statements about other candidates, because unions are under a statutory duty to distribute the material. 29 C.F.R. § 452.70.

For the reasons set forth above, the Department of Labor concludes that there was no violation of the LMRDA that may have affected the outcome of the election. Accordingly, I have closed the file on this matter.

Sincerely,

[REDACTED]

Tracy L. Shanker
Chief, Division of Enforcement

cc:

[REDACTED]
[REDACTED]
[REDACTED] 40

[REDACTED], National President
SAG-AFTRA
5757 Wilshire Blvd., 7th Floor
Los Angeles, CA 90036

[REDACTED]
Cohen, Weiss, and Simon
900 Third Avenue
New York, NY 10022

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



February 11, 2022

[REDACTED]

Dear [REDACTED]:

This Statement of Reasons is in response to the complaint you filed with the Department of Labor on October 29, 2021, alleging violations of Title IV of the Labor-Management Reporting and Disclosure Act (LMRDA). You alleged that violations occurred in connection with the regularly scheduled elections of union officers conducted by the Screen Actors Guild–American Federation of Television and Radio Artists (SAG-AFTRA) and the SAG-AFTRA Los Angeles Local on September 2, 2021.

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to the specific allegations, that no violation occurred that may have affected the outcome of the elections.

Your complaint alleged that two slates of candidates received valuable support from SAG-AFTRA member [REDACTED], who you stated is an employer based on his status as a producer of theatrical and television entertainment through his production company. Section 401(g) of the LMRDA prohibits the use of employer funds to promote the candidacy of any person in a union officer election. 29 U.S.C. § 481(g). This prohibition includes any costs incurred by an employer, or anything of value contributed by an employer, in order to support the candidacy of any individual in an election. 29 C.F.R. § 452.78.

Specifically, you alleged that [REDACTED] endorsed the Unite for Strength (UFS) slate and the United Screen Actors Nationwide (USAN) slate and that [REDACTED] endorsement constituted a contribution of something of value to those campaigns from an employer in violation of section 401(g). You alleged that [REDACTED] endorsement included permitting those slates to include a photograph of himself in their campaign literature, which you alleged constituted another unlawful in-kind contribution from an employer.

The Department's investigation established that [REDACTED] provided his endorsement in his capacity as a member of SAG-AFTRA and not as an employer. Further, [REDACTED] signed a declaration, made under penalty of perjury, stating that no production company resources, including staff, equipment, or other things of value, were used in connection with his endorsement. With regard to the photograph of [REDACTED] used in the slates' campaign material, the Department's investigation established that Sony Pictures, through its subsidiaries Columbia Pictures and Columbia Tristar Marketing Group, arranged for the photograph of [REDACTED] to be taken, that the photographer transferred the copyright of the image to Sony, and that Sony subsequently sublicensed the photograph to [REDACTED]. [REDACTED] declaration stated that the photograph belongs to him and he has the absolute right to use it as he deems appropriate. There was no violation.

For the reasons set forth above, the Department of Labor concludes that there was no violation of the LMRDA that may have affected the outcome of the elections. Accordingly, I have closed the file on this matter.

Sincerely,

[REDACTED]

Tracy L. Shanker
Chief, Division of Enforcement

cc: [REDACTED], National President
SAG-AFTRA
5757 Wilshire Blvd., 7th Floor
Los Angeles, CA 90036

[REDACTED], President
SAG-AFTRA Los Angeles Local
5757 Wilshire Blvd.
Los Angeles, CA 90036

[REDACTED]
Cohen, Weiss, and Simon
900 Third Avenue
New York, NY 10022

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



February 11, 2022

[REDACTED]

Dear [REDACTED]:

This Statement of Reasons is in response to the complaint you filed with the Department of Labor on October 28, 2021, alleging violations of Title IV of the Labor-Management Reporting and Disclosure Act (LMRDA). You alleged that violations occurred in connection with the regularly scheduled elections of union officers conducted by the Screen Actors Guild–American Federation of Television and Radio Artists (SAG-AFTRA) on September 2, 2021, and the SAG-AFTRA New England Local on August 30, 2021.

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to the specific allegations, that no violation occurred that may have affected the outcome of the elections.

Your complaint alleged that two slates of candidates received valuable support from SAG-AFTRA member [REDACTED], who you stated is an employer based on his status as a partner, producer, officer, and owner of a production company. Specifically, you alleged that [REDACTED] endorsed the Unite for Strength (UFS) slate and the Union Strong New England (USNE) slate, and that [REDACTED] endorsement constituted an in-kind contribution to those campaigns from an employer. Section 401(g) of the LMRDA prohibits the use of employer funds to promote the candidacy of any person in a union officer election. 29 U.S.C. § 481(g). This prohibition includes any costs incurred by an employer, or anything of value contributed by an employer, in order to support the candidacy of any individual in an election. 29 C.F.R. § 452.78.

With regard to the USNE slate, you alleged that [REDACTED] use of the phrase “Union Strong” in UFS campaign materials indicated an endorsement of the USNE slate. You also alleged that the [REDACTED] endorsement extended to USNE because it was featured on the UFS website, which was linked from the USNE website. The Department’s investigation determined that [REDACTED] did not endorse the USNE slate; he did endorse the UFS slate, which USNE also supported. The investigation established that the USNE slate endorsed UFS candidates [REDACTED] and [REDACTED], and linked to

the UFS website from its own website, but that USNE did not receive an endorsement from [REDACTED] or [REDACTED] (or [REDACTED]) in return. The investigation specifically determined that there was no coordination or communication between the UFS and USNE slates regarding the former's use of the phrase "union strong," which is a common phrase used by unions, including by other SAG-AFTRA slates (for example, Union Strong Nola).

With regard to [REDACTED] endorsement of the UFS slate, the Department's investigation established that [REDACTED] provided his endorsement in his capacity as a member of SAG-AFTRA and not as an employer. Further, [REDACTED] signed a declaration, made under penalty of perjury, stating that no production company resources, including staff, equipment, or other things of value, were used in connection with his endorsement. There was no violation.

Relatedly, you alleged that [REDACTED] endorsement included permitting the UFS slate to include in its campaign literature a photograph of himself that, you alleged, was owned by Columbia Pictures Industries, Inc., and therefore constituted another in-kind contribution from an employer in violation of section 401(g). You alleged that this contribution was also made to the USNE slate, but as noted above, the Department's investigation established that [REDACTED] did not endorse the USNE slate. With regard to the UFS slate's use of the [REDACTED] photograph, the Department's investigation established that Sony Pictures, through its subsidiaries Columbia Pictures and Columbia Tristar Marketing Group, arranged for the photograph of [REDACTED] to be taken, that the photographer transferred the copyright of the image to Sony, and that Sony subsequently sublicensed the photograph to [REDACTED]. [REDACTED] declaration stated that the photograph belongs to him and he has the absolute right to use it as he deems appropriate. There was no violation.

For the reasons set forth above, the Department of Labor concludes that there was no violation of the LMRDA that may have affected the outcome of the elections. Accordingly, I have closed the file on this matter.

Sincerely,

[REDACTED]

Tracy L. Shanker
Chief, Division of Enforcement

cc: [REDACTED], National President
SAG-AFTRA
5757 Wilshire Blvd., 7th Floor
Los Angeles, CA 90036

[REDACTED], President
SAG-AFTRA New England Local

[REDACTED]

[REDACTED]
Cohen, Weiss, and Simon
900 Third Avenue
New York, NY 10022

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



February 11, 2022

[REDACTED]

Dear [REDACTED]:

This Statement of Reasons is in response to the complaint you filed with the Department of Labor on November 2, 2021, alleging violations of Title IV of the Labor-Management Reporting and Disclosure Act (LMRDA). You alleged that violations occurred in connection with the regularly scheduled elections of union officers conducted by the Screen Actors Guild-American Federation of Television and Radio Artists (SAG-AFTRA) and the SAG-AFTRA New York Local on September 2, 2021.

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to the specific allegations, that no violation occurred that may have affected the outcome of the elections.

Your complaint raised two allegations concerning the use of employer funds to support candidates in the election. Section 401(g) of the LMRDA prohibits the use of employer funds to promote the candidacy of any person in a union officer election. 29 U.S.C. § 481(g). This prohibition includes any costs incurred by an employer, or anything of value contributed by an employer, in order to support the candidacy of any individual in an election. 29 C.F.R. § 452.78.

First, you alleged that two slates of candidates received valuable support from SAG-AFTRA member [REDACTED], who you stated is an employer based on his status as a producer and an owner of a production company. Specifically, you alleged that [REDACTED] endorsed the Unite for Strength (UFS) slate and the United Screen Actors Nationwide (USAN) slate, including your opponent in the race for president of the New York Local, and that [REDACTED] endorsement was a violation of election rules prohibiting the use of employer resources.

The Department's investigation established that [REDACTED] provided his endorsement in his capacity as a member of SAG-AFTRA and not as an employer. Further, [REDACTED] signed a declaration, made under penalty of perjury, stating that no production company

resources, including staff, equipment, or other things of value, were used in connection with his endorsement. There was no violation.

Second, you alleged that the UFS and USAN slates unlawfully benefited from an appearance on the television talk show EXTRA by ██████████, the UFS candidate for president of SAG-AFTRA, during which she allegedly promoted her own candidacy as well as that of her running mate ██████████. You alleged that EXTRA is owned by Warner Brothers, which you stated is an employer, and that employer resources were used to coordinate, produce, broadcast, stream, and promote ██████████ interview.

The Department's investigation, which included reviewing the interview in question, established that the EXTRA broadcast constituted neutral coverage, by a neutral interviewer, of ██████████ candidacy in the SAG-AFTRA election. The interviewer mentioned that ██████████ opponents were Matthew Modine (running against ██████████ for president) and ██████████ (running against ██████████ for secretary-treasurer). During the interview, the SAG-AFTRA election, a newsworthy event to the EXTRA audience, was discussed along with other upcoming events in ██████████ life and career. Neither Warner Brothers nor EXTRA endorsed or promoted ██████████ or any other candidate via the interview.

The Department's investigation also disclosed that an EXTRA senior producer offered ██████████ opponents in the election the opportunity to appear on EXTRA to discuss the election and that ██████████ did so. During the Department's investigation, you acknowledged that ██████████ promoted her own candidacy and the Member's First (MF) slate during her appearance on EXTRA. You stated that you believed the ██████████ interview was arranged in response to ██████████ appearance, giving ██████████ equal time to campaign in the same media outlet. You argued that you should have been given equal time to ██████████ and ██████████, but you acknowledged that you never contacted EXTRA or Warner Brothers to request time for an appearance. There was no violation.

Finally, during the Department's investigation and in subsequent email correspondence with OLMS, you also alleged that ██████████ and other SAG-AFTRA members are primarily employers and that they inappropriately dominate or interfere in union matters in violation of the Labor Management Relations Act (LMRA). This allegation addresses an unfair labor practice prohibited by the National Labor Relations Act (NLRA), as amended by the LMRA, which is enforced not by the Department but by the National Labor Relations Board (NLRB). If you believe your NLRA rights have been violated, you may contact an Information Officer in the NLRB Regional Office nearest you for assistance in filing a charge.

For the reasons set forth above, the Department of Labor concludes that there was no violation of the LMRDA that may have affected the outcome of the elections. Accordingly, I have closed the file on this matter.

Sincerely,

[REDACTED]

Tracy L. Shanker
Chief, Division of Enforcement

cc: [REDACTED], National President
SAG-AFTRA
5757 Wilshire Blvd., 7th Floor
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[REDACTED], President
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[REDACTED]
Cohen, Weiss, and Simon
900 Third Avenue
New York, NY 10022

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



February 23, 2022



Dear [REDACTED]:

This Statement of Reasons is in response to the complaint you filed with the Department of Labor on November 9, 2021, alleging violations of Title IV of the Labor-Management Reporting and Disclosure Act (LMRDA). You alleged that violations occurred in connection with the regularly scheduled election of union officers conducted by the New York Local of the Screen Actors Guild–American Federation of Television and Radio Artists (SAG-AFTRA) on September 2, 2021.

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to the specific allegations, that no violation occurred that may have affected the outcome of the election.

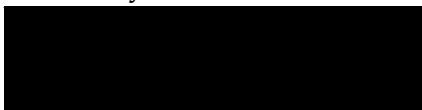
You alleged that the union used the COVID-19 pandemic as an excuse to bar candidates and their observers from being physically present to observe the ballot tally. You alleged that the remote virtual observation of the tally permitted by the union did not provide a meaningful level of detail. As examples, you alleged that a close-up of one person's vote tallying was provided only after one observer pointed out that a meaningful level of detail could not be observed, and that a second person was brought into camera range only after one observer asked whether anyone else was present in the room during the lunch break.

Section 401(c) of the LMRDA requires a union to provide adequate safeguards to ensure a fair election, including the right of any candidate to have an observer at the polls and at the counting of the ballots. 29 U.S.C. § 481(c). Department of Labor regulations provide that this section 401(c) right applies to every phase and level of the counting and tallying process, including the counting and tallying of the ballots and the totaling, recording, and reporting of tally sheets. 29 C.F.R. § 452.107. Considering the evolving nature of the pandemic and its effects on communities across the country at any given time, the safeguards needed to ensure a fair election in light of the pandemic might vary.


The Department's investigation established that SAG-AFTRA revised its election policy to hold a virtual rather than in-person tally in 2021 because of the pandemic. The investigation established that SAG-AFTRA's amended policy provided candidates and their observers the right to be virtually present to observe the tally via Zoom. The Department's investigation determined that SAG-AFTRA hired videographers to livestream and record the ballot mailing, pickup, and tally for the Zoom participants. The Department's investigation, which included review of the Zoom videoconference recording, determined that SAG-AFTRA and third-party vendor Integrity Voting Systems (IVS) staff answered all questions raised by candidates and observers during the tally. When necessary, the ballot tally process was stopped to respond to candidate and observer questions and requests. The Department's review determined that SAG-AFTRA or IVS staff immediately responded to all requests from candidates and observers to move cameras so that all aspects of the tally could be viewed throughout the Zoom videoconference. The Department's investigation established that the union provided all candidates and observers an opportunity to adequately observe the ballot counting and tallying process. There was no violation.


For the reasons set forth above, the Department of Labor concludes that there was no violation of the LMRDA that may have affected the outcome of the election. Accordingly, I have closed the file on this matter.

Sincerely,



Tracy L. Shanker
Chief, Division of Enforcement

cc: , National President
SAG-AFTRA
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, President
SAG-AFTRA New York Local
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, Associate Solicitor
Civil Rights and Labor-Management Division