U.S. Department of Labor

Office of Labor-Management Standards
Division of Enforcement
Washington, DC 20210
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July 16, 2012

[redacted]

Dear [redacted]

This Statement of Reasons is in response to the complaint that you filed with the U.S. Department of Labor on January 12, 2011, alleging that violations of Title IV of the Labor-Management Reporting and Disclosure Act of 1959(LMRDA) occurred in connection with the election of officers for the Amalgamated Transit Union (ATU) held on September 30, 2010.

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded that no violation of the LMRDA occurred that may have affected the outcome of the election. A discussion of each of these allegations follows below.

You first alleged that, at the 2010 ATU International Convention, the ATU proposed and passed a motion creating an additional "Canadian-only" International Vice-President position, and that doing so violated the ATU Constitution and General Laws, as well as the LMRDA. The LMRDA requires that candidacy qualifications be uniformly imposed, and that elections be conducted in accordance with a union's constitution and bylaws insofar as they are not inconsistent with the provisions of the LMRDA. 29 U.S.C. § 481(e). Further, limitations on eligibility based on regional residency are not considered to be reasonable if they are applied to general officers. 29 C.F.R. § 452.43.

The investigation found that, prior to the change, Section 7.1 of the ATU Constitution provided that international officers consist of "eighteen (18) Vice Presidents, no less than two (2) of whom shall be Canadian." There is no maximum limit on the number of Canadians who may serve as Vice President. The investigation confirmed that, during the convention on September 29, 2010, delegates voted to pass and immediately implement a constitutional resolution creating a third Canadian-only International Vice

President (IVP) position, without previously distributing a nomination or election notice announcing the change in qualifications.

However, the investigation of the mechanics of the election found that the new bylaw was never actually applied in the conduct of the election, and thus it had no effect on the outcome of the election. The newly-passed motion would only have applied if no Canadian IVPs had been elected after the first 15 IVP positions had been filled. That possibility never occurred in the September 30, 2010 election of IVPs. Canadian members ran unopposed for the 2nd, 5th, and 16th IVP positions. No non-Canadian was prohibited from running for any of these positions, and because three Canadian members were elected, no non-Canadian member was prohibited from running for any other IVP position as well. The investigation further found that the two members that you allege were restricted from running for IVP races were, in fact, not restricted. Member [redacted] ran for the 17th IVP position, and member [redacted] did not attempt to run for any IVP position. Either of these members could have run for any of the IVP positions available.

In short, the LMRDA does not govern, in general, whether a union moves to amend its bylaws properly; it only governs in circumstances where such amended bylaws are actually applied to the conduct of the election. Based on the facts of this case, the bylaw requiring a set number of Canadian IVPs was never applied because three Canadian members were nominated without having to mandate a "Canadian-only" race, and all other candidates were eligible for nomination to any of the IVP positions. Accordingly, your allegation as to the manner in which the motion to amend the bylaw was approved does not raise a violation of the LMRDA.

You further set forth three separate allegations that delegates from the ATU locals attended the 2010 ATU International Convention without being properly elected. Specifically, you asserted that: (1) delegates from ATU Local 113 were not given proper notice that delegates were going to be nominated and elected during their February 2010 general membership meeting; (2) ATU Local 241 President [redacted] and Local 241 Vice President [redacted] were not duly elected delegates; and (3) three additional unidentified individuals who had no evidence of their delegate status were improperly given delegate status by an auditory voice vote. These allegations are discussed in turn below.

As to the first of these three allegations, the LMRDA requires that election notices be mailed to members at their last known address not less than fifteen (15) days prior to the election. 29 U.S.C. § 481(e). The investigation found that the combined nominations/elections notice for Local 113 delegate elections was dated December 14, 2009. The notice provided that nominations would be called at the January 17, 2010 general meeting. This notice was posted at work locations but was not mailed to any

Local 113 members, and thus violated the LMRDA's mailing requirement. However, because Local 113 sent only 30 delegates to the Convention and the closest margin of victory in the ATU election was 75 votes, even if 30 Local 113 delegates each voted for the runner-up candidate, the violation would not have affected the outcome of the election. Accordingly, the Department cannot take any legal action to set aside the results. 29 C.F.R. § 452.136(a).

As to the second of these three allegations, the investigation found that ATU Local 241 conducted a delegate election, the results of which were posted on November 25, 2008. In the At-Large Delegate race, which allowed the top four vote-getters to be delegates at the ATU election, [redacted] and [redacted] each finished among the top four. Accordingly, they were duly elected delegates, and their status as such at the ATU election was not a violation of the LMRDA.

As to the third of these three allegations, the investigation found that the Credentials Committee initially disqualified four individuals from participating as delegates at the ATU election. Three of these delegates had misplaced their credentials. The fourth delegate, who was a delegate by virtue of holding office in his local union, was disqualified by the Credentials Committee because his local union mistakenly omitted two members from the original per capita report it submitted, which cost that local union a delegate position. While there is no specific constitutional provision outlining the procedure for a delegate to have his credentials reinstated in situations of this nature, past practice is that the challenged delegate first petitions the Credentials Committee, and then is subject to a "vote by voice" by the entire delegate contingent on the convention floor. This process was followed for these four individuals, which resulted in the delegates voting to give credentials to each of the four delegates. Accordingly, there is no evidence substantiating a violation of the LMRDA.

You further alleged that at the Local 113 nominations meeting, the officers appointed themselves as delegates by virtue of office with no opportunity for members to nominate anyone else, thus violating the LMRDA's requirement for a reasonable opportunity for the nomination of candidates. 29 U.S.C. 481(e). The investigation disclosed conflicting testimony. Local 113 President [redacted] stated that he nominated Local 113 Executive Board (EB) officers for each of the first 16 positions and paused each time to allow for additional nominations for these positions, but no other nominations were made. Thus these 16 EB officers were declared the winners. By contrast, a Local 113 member stated that there was no pause or other opportunity provided to nominate anyone to run against these individuals. Even assuming that a violation occurred, there was no additional effect on the ATU election beyond the 30 Local 113 members already discussed in the previous allegation involving lack of proper notice. Accordingly, even assuming that this constituted a violation, it did not

affect the outcome of the election, and the Department cannot take any legal action to set aside the results.

You further alleged that several different individuals used union funds and/or equipment to campaign in violation of the LMRDA, although you stated that you did not witness any such use of funds and/or equipment first-hand. The LMRDA generally prohibits the use of such funds or equipment, *see* 29 U.S.C. § 481(g) and 29 CFR § 452.73, but certain union expenditures and the use of union funds are permitted, *see* 29 CFR §§ 452.74, 452.77. We address each separate allegation below in turn.

First, you alleged that ATU IVP Bob Baker used the ATU cell phone to call ATU locals around the country to solicit support and to campaign, and that Baker also used ATU funds to pay for campaign-related travel expenses. The investigation of Baker's weekly expense reports for the four months preceding the election found that he only received reimbursements for travel that was for official ATU business, and that each of these reimbursements was officially approved by ATU. Review of campaign records show that Baker received $2,833.35 in reimbursements from campaign funds, not union funds. Finally, Baker denied using his union-issued cell phone to campaign in the months prior to the election, and the investigation found no evidence demonstrating that Baker used his cell phone to campaign. Accordingly, there was no violation of the LMRDA as to this allegation.

Second, you alleged that ATU IVP Larry Hanley used ATU funds to pay for travel to campaign in the United States and Canada. The investigation of Hanley's weekly expense reports for the four months preceding the election found that he only received reimbursements for travel that involving official ATU business and that each of these reimbursements was officially approved by ATU. Review of campaign records show that Hanley received $3,172.66 in reimbursements, but these reimbursements were from campaign funds, not union funds. Accordingly, there was no violation of the LMRDA as to this allegation.

Third, you alleged that ATU IVP Javier Perez used ATU funds to pay for travel to campaign in both the United States and Canada, and also that Perez used his union-issued cell phone for campaign purposes. The investigation of his weekly expense reports for the four months preceding the election found that Perez only received reimbursements for travel that was for official ATU business, and that each of these reimbursements was officially approved by ATU. On those occasions when Perez travelled with Hanley to campaign, the investigation found that Perez was on personal or vacation time. Finally, Perez stated that he only used his personal cell phone (which had an 816 area code, as opposed to the union-issued telephones which had 202 area codes) to campaign, and the investigation found no evidence demonstrating that Perez

used his union cell phone for campaign purposes. Accordingly, there was no violation of the LMRDA as to this allegation.

Fourth, you alleged that ATU IVP Gary Rauen used ATU equipment to solicit support and campaign. Specifically, you asserted that you had heard from other ATU members that Rauen may have used a union vehicle to visit ATU Local 1342 President Vince Crehan to solicit support for the Hanley/Baker slate, and that Rauen used a union cell phone to set up the meeting. The investigation found that Rauen and Crehan met to discuss union business, but some of the conversation was campaign-related. However, campaigning that is incidental to regular union business is not a violation of the LMRDA. 29 CFR § 452.76. Accordingly, there was no violation of the LMRDA as to this allegation.

Fifth, you alleged that ATU IVP Richard Murphy used an ATU cell phone to campaign, including making calls to ATU Local 732 President Benita West. The investigation found that Murphy used his personal cell phone, not the union-issued cell phone, to campaign. Further, West stated that she did not recall being contacted by Murphy for campaign purposes. Accordingly, there is no evidence that a violation of the LMRDA occurred as to this allegation.

Finally, you also alleged that ATU Local 1395 President Mike Lowery used the Local 1395 website and telephones to promote the Hanley/Baker campaign. Investigation found no evidence demonstrating that Local 1395 cell phones were used for campaign purposes. The investigation did find that in August 2010, Lowrey published an endorsement of Hanley/Baker on the Local 1395 website. Subsequent investigation found that another ATU local, Local 587, also published an article on its website soliciting support for another candidate. These endorsements on the two local union websites showed a preference for candidates, and constituted violations of the LMRDA. 29 CFR § 452.75. However, because these two locals sent a total of 14 delegates to the International Convention (13 from Local 587, and one from Local 1395), the effect of the violations – taken together with the effect of all other violations discussed herein – was not enough to change the outcome of the election given that the narrowest margin of victory in the ATU election was 75 votes. Accordingly, the Department cannot take any legal action to set aside the results.

You further alleged that several different union officers engaged in campaign activities while on union time in violation of the LMRDA, although you stated that you had no evidence or information to substantiate these allegations. Specifically, you asserted that ATU IVPs Robert Baker, Javier Perez, Gary Rauen, and Richard Murphy took no vacation days in the months preceding the election, and that ATU IVP Lawrence Hanley took only three days of vacation time during these months. Because each of

these individuals campaigned extensively during this time, you concluded that they must have campaigned while on paid union time.

The LMRDA generally prohibits union officers from campaigning while on paid union time, *see* 29 U.S.C. § 481(g) and 29 CFR § 452.76. The investigation found that in the months preceding the election, IVP Baker took 11 days of vacation time (May 12-15 and May 30-June 5, 2010), IVP Hanley took 8 days of vacation time (June 3-4, June 16-18, and September 1-3, 2010), IVP Perez took 14 days of vacation time (August 15-28, 2010), IVP Rauen took 7 days of vacation time (May 7, June 24-25, and July 6-9, 2010), and IVP Murphy took no vacation time. The investigation did not find evidence that campaigning by any of the IVPs occurred while on union time. During the investigation, the dates of August 14-16 and September 3-4 were identified as possible days that the Hanley/Baker slate campaigned. Based on a review of the work assignment letters given to these IVPs and their weekly activity logs, the Department determined that there was no campaigning during the time that any of the IVPs were on assignment, and no ATU funds were expended during any of the vacation days mentioned above. Accordingly, there is no evidence that a violation of the LMRDA occurred as to this allegation.

You further made numerous separate allegations that the Hanley/Baker campaign spent excessive amounts of money on campaign expenses that would have been impossible to raise without employer contributions. The LMRDA prohibits employers from contributing or applying moneys to promote the candidacy of any candidate. 29 U.S.C. § 481(g), 29 CFR § 452.78. You made over 20 of these allegations in total, but you admitted that you lacked evidence to support any of these allegations. As a general matter, the investigation, which included a review of Hanley/Baker campaign financial records of receipts and disbursements, found that the Hanley/Baker campaign required all individuals making contributions to their campaign to sign statements that they were not employers. Hanley further stated that neither he nor members of the campaign accepted donations from employers. We address each separate allegation below in turn.

You alleged that a full-time campaign manager, [redacted] was hired by the Hanley/Baker campaign, and that the campaign could not have afforded a full-time campaign manager without using employer funds. The investigation found that [redacted] was an employee of Lynch Consulting and worked part-time logging delegate support totals. During the ATU Convention, [redacted] functioned as a "logistics specialist." The investigation further found that the Hanley/Baker campaign, and not an employer, paid for [redacted] hotel room and an adjoining room that was used as the Hanley/Baker campaign headquarters. Accordingly, there is no evidence that a violation of the LMRDA occurred as to this allegation.

In a related allegation, you also asserted that public relations firm, Lynch Consulting, was hired by the Hanley/Baker campaign, and that the campaign could not have afforded such an expense without using employer funds. The investigation found that [redacted] a personal friend of Hanley's, was hired by the Hanley/Baker campaign to provide advice throughout the campaign. Lynch Consulting received $4,500 from the Hanley/Baker campaign for approximately 300 hours of work, an hourly rate of $15 per hour. [redacted] charged the campaign $15 per hour because the person working on behalf of Lynch Consulting, [redacted], was a junior staff member and relatively inexperienced. The Department's record review substantiated these statements, finding two cancelled checks totaling $4,500 and an employment contract calling for 300 hours of work at $15 per hour. Accordingly, there is no evidence that a violation of the LMRDA occurred as to this allegation.

You further alleged that the public relations firm Fingerhut was hired by the Hanley/Baker campaign, and that the campaign could not have afforded such an expense without using employer funds. The investigation found that [redacted] a personal friend of Hanley's, was not hired by, performed no work for, and received no compensation from the Hanley/Baker campaign. While [redacted] was listed as a coalition partner of ATU in the November/December 2010 edition of *In-Transit*, a union publication, [redacted] had no knowledge that his name or the name of the company had appeared in the publication, had never seen the *In-Transit* publication where the company name was included, and never paid the ATU for any type of placement or paid advertisement in the publication. The investigation found no evidence contradicting these statements. Accordingly, there is no evidence that a violation of the LMRDA occurred as to this allegation.

You further alleged that [redacted] and the law firm of Gladstein, Reif & Meginnis, as well as [redacted] of the law firm Schwartz, Lichten & Bright, PC, were hired by the Hanley/Baker campaign and the campaign could not have afforded such an expense without using employer funds. While the LMRDA prohibits "anything of value contributed by an employer," see 29 CFR § 452.78, courts have clarified that the breadth of this prohibition is limited to aiding campaign advocacy and does not apply to accounting and legal services. *United States v. Teamsters*, 931 F.2d 177, 189 (2d Cir. 1991).

The investigation found that either Hanley or the Hanley/Baker slate received legal services from two separate law firms. First, Hanley hired [redacted] to file a lawsuit in August 2010 against ATU claiming that ATU had violated his rights under the LMRDA. There was no evidence that [redacted] provided any other legal services for Hanley in connection with the ATU election, or provided Hanley with any campaign advice or advocacy. Second, Hanley hired [redacted] of the law firm of Schwartz, Lichten & Bright, PC, to amend the lawsuit that had been filed by [redacted] and

his firm. Similarly, the investigation found no evidence that [redacted] provided campaign advice or advocacy. Because the services provided by these attorneys was limited to legal services and did not include the financial, strategic, or resource donations above, they do not constitute a violation of the LMRDA.

You further alleged that attorney [redacted] provided legal services to the Hanley/Baker campaign, and that the campaign could not have afforded such an expense without using employer funds. You provided the Department with no evidence supporting your allegation. The investigation found no evidence that [redacted] provided any services, legal or otherwise, to the Hanley/Baker campaign, and thus there is no evidence of a violation of the LMRDA.

You further alleged that the Hanley/Baker campaign hired [redacted] as a campaign treasurer, and that the campaign could not have afforded such an expense without using employer funds. The investigation found that the Hanley/Baker campaign hired [redacted] to set up a bank account for campaign funds, and that [redacted] firm served as a central depot for all campaign funds and tracked these funds during the campaign. [redacted] stated that he charged the campaign a standard hourly rate for the work he and his firm performed, and the invoice from [redacted] to Hanley, for a total of $3,239, reflects this. There is no evidence that the Hanley/Baker campaign received money or donated services related to the campaign from [redacted]; thus, there is no violation of the LMRDA as to this allegation.

You further alleged that an unidentified local union affiliated with the International Brotherhood of Teamsters paid for a room rental and refreshments at a meeting held during a Black Caucus Convention in Detroit, Michigan in May 2010. The Department's investigation found that during the convention, an announcement was made that the "Keep America Moving" coalition was going to be holding an informational meeting and that all members of the Black Caucus were invited. Hanley spoke at this public meeting. The meeting room where the meeting was held was paid for by ATU Local 689, not a Teamster local. The LMRDA prohibits use of union funds to promote candidacy. 29 U.S.C. § 481(g); 29 CFR § 452.73. However, Hanley did not use the meeting or his time on stage to promote his candidacy or anyone else's and attendees at the meeting interviewed by the Department corroborated this statement. In sum, there was no evidence that the Hanley/Baker campaign received any employer contributions, no evidence that any campaign activities took place at this meeting, and thus no evidence of a violation of the LMRDA as to this allegation.

You further alleged that the Hanley/Baker campaign held a fundraiser at a bar in New York City financed by employers, including [redacted] of Mesirow Financial. The investigation found that a fundraiser took place at Perdition Bar in New York City on August 23, 2010. However, the fundraiser had a cash bar (*i.e.*, attendees purchased their

own refreshments), and the union did not reserve any portion of the bar and instead used areas that were open to the general public, thus no employer funds were used to promote candidacy. At this fundraiser, donations were requested but not required, and the campaign made clear to attendees that only funds of non-employers would be accepted. The investigation further found that [redacted] (of Mesirow Financial) did attend, but that Hanley told him that neither he nor his wife could donate money since [redacted] was an employer. The investigation found no evidence of any employer funds being accepted at this fundraiser, and thus no evidence of a violation of the LMRDA as to this allegation.

In a related allegation, you asserted that ATU Local 689 President [redacted] attended the Perdition Bar event, and that Local 689 funds were likely donated to the Hanley/Baker campaign. The investigation found no evidence that Local 689 funds were donated to the campaign, and thus there is no evidence of a violation of the LMRDA as to this allegation.

You further alleged that the Hanley/Baker campaign held a fundraiser in Staten Island, New York that was financed by ATU Local 726 in the interest of garnering support for the Hanley/Baker campaign. The investigation found that a Knights of Columbus hall in Staten Island, New York was rented by ATU Local President [redacted] for a Hanley/Baker fundraiser for $600, the standard rate charged to the public. [redacted] paid the money to rent the hall out of his own personal funds, and then was subsequently paid back from proceeds from the event; accordingly, the rental of the hall was not an expenditure to a campaign that violates the LMRDA.

You further alleged that the Hanley/Baker campaign used website hosting and internet services, including Twitter, Facebook, and YouTube to garner support and that the campaign could not have afforded such services without using employer funds. At the outset, Twitter, Facebook, and YouTube are free services that do not charge money for posting content, and thus the use of these services does not violate the LMRDA. Beyond this, the investigation found that the Hanley/Baker campaign hired [redacted] to update the "ONEATU" website (*i.e.*, a website that endorsed the Hanley/Baker campaign). [redacted] was compensated using campaign funds. Finally, investigation found that Hanley sent campaign email blasts to numerous individuals. The investigation confirmed that the campaign paid the ATU International $300 to send out the email blasts on his behalf. This service was available to any candidate willing to pay for it. In short, the email addresses were properly compiled, and no employer funds were used for any of the mailings or internet media sources the campaign utilized. Accordingly, there is no violation of the LMRDA with regard to this allegation.

In a related allegation, you asserted that a personal friend of Hanley's produced the endorsement videos for the Hanley/Baker campaign that were hosted on YouTube, and that these videos were paid for with employer funds. The investigation found that Hanley's friend was [redacted], a retired bus driver who is an amateur videographer. [redacted] does not own a video production business and makes no income from any videos that he produces, including the videos that he produced for the Hanley/Baker campaign. The investigation further found that all of the participants in the endorsement videos participated voluntarily, and none were compensated by either Hanley or the Hanley/Baker campaign. Accordingly, no employer money or resources were donated, and no violation of the LMRDA occurred as to this allegation.

You further alleged that Hanley personally distributed multiple campaign mailings of approximately 250 pieces each and that the copies and mailing expenses were paid not by the Hanley/Baker campaign, but rather by employer funds. The investigation found that Hanley distributed three campaign mailings to approximately 520 members at ATU local unions. Hanley obtained the addresses for the local unions from the ATU directory available to any ATU member. Further, the investigation determined that the supplies, copies and postage were paid for with Hanley's personal funds, not the campaign funds or employer funds. Accordingly, there is no violation of the LMRDA with regard to this allegation.

You further alleged that the Hanley/Baker campaign financed and distributed bumper stickers, and that the campaign could not have done so without using employer funds. The investigation found that Hanley paid for the bumper stickers with his personal funds, and there was no evidence of any employer funds received by either Hanley or the Hanley/Baker campaign to defray the costs. Accordingly, there is no violation of the LMRDA with regard to this allegation.

You further alleged that the Hanley/Baker campaign paid for a hotel room at the September 30, 2010 ATU officer election held at the Walt Disney World Resort to be used as a campaign headquarters, and that the campaign could not have done so without using employer funds. The investigation found that the Hanley/Baker campaign paid for the rental of two adjoining rooms at the Resort for the week of September 27, 2010: one room for [redacted] (see allegation on page 6) and one room for use as Hanley/Baker campaign headquarters. The Department obtained cancelled checks for both rooms demonstrating that they were paid for through campaign funds. There is no evidence that employer funds were collected or used to defray the costs. Accordingly, there is no violation of the LMRDA with regard to this allegation.

You further alleged that the Hanley/Baker campaign rented an additional meeting room at the International officer election held at the Walt Disney World Resort, and that

the campaign could not have done so without using employer funds. In an interview with the Department, Hanley stated that the campaign did not rent a meeting room for the election. The Department subpoenaed records and invoices of room rentals for the week of September 27, 2010 from the Walt Disney World Resort as part of its investigation, but none of these records evidenced a rental of a meeting room by the Hanley/Baker campaign. Accordingly, there is no evidence substantiating a violation of the LMRDA with regard to this allegation.

You further alleged that the Hanley/Baker campaign used roto-dial equipment to make telephone calls to members during the ATU officer election, and that the campaign could not have done so without using employer funds. The investigation found that ATU International Vice President Bob Kinnear arranged for the roto-dial phone service. The phone service was used on two occasions after the election to thank all ATU members and delegates who supported the Hanley/Baker campaign. The investigation further determined that Kinnear paid for the roto-dial equipment from his personal funds, and no union or employer funds were used. Accordingly, there was no violation of the LMRDA with regard to this allegation.

You further alleged that the Hanley/Baker campaign used television equipment to display promotional campaign videos during the ATU officer election, and that the campaign could not have done so without using employer funds. The investigation found that a television set was rented from the Walt Disney World Resort and paid for by supporters of the Hanley/Baker campaign, not with union or employer funds. Accordingly, there was no violation of the LMRDA with regard to this allegation.

You further alleged that the Hanley/Baker campaign purchased a large quantity of campaign apparel and used over $400,000 from an ATU Local 113 "slush fund" to support the campaign, in violation of the LMRDA. The investigation found that the Hanley/Baker campaign purchased a large quantity of apparel (specifically, t-shirts), but did so with campaign funds. There was no evidence that either union or employer funds were used for this purpose. The investigation further found no evidence substantiating the allegation that ATU Local 113 donated money from a "slush fund." Accordingly, there is no evidence demonstrating that the LMRDA was violated.

You further alleged that the Hanley/Baker campaign purchased other campaign promotional materials, including placards, banners, stickers and flyers, and that the campaign could not have done so without using employer funds. The investigation found that the Hanley/Baker campaign paid [redacted] of Washington, DC to produce flyers and other campaign material. The investigation obtained a copy of the invoice from [redacted] to Hanley for flyers and letterhead totaling $730, which was paid for by the Hanley/Baker campaign. Additionally, ATU International Vice President Bob Hykaway purchased a personal copier with his own funds that the

Hanley/Baker campaign could use each night to produce flyers. The Department found no evidence that employer or union funds were used to purchase campaign promotional materials. Accordingly, there is no evidence demonstrating that the LMRDA was violated.

For the reasons set forth above, it is concluded that, while violations of the LMRDA occurred in the conduct of the September 30, 2010 election, there was no violation of the LMRDA that affected the outcome of the election, and I have closed the file in this matter.

Sincerely,

Patricia Fox,
Chief, Division of Enforcement

cc: Oscar Owens, Secretary-Treasurer
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Christopher Wilkinson, Associate Solicitor, Civil Rights Labor-Management Division