



May 15, 2020

[REDACTED]

Dear [REDACTED]

This Statement of Reasons is in response to your complaint, received by the U.S. Department of Labor on October 8, 2019. The complaint alleged that violations of Title IV of the Labor-Management Reporting and Disclosure Act of 1959 (LMRDA or Act) occurred in connection with the August 28, 2019, election of officers conducted by the Screen Actors Guild – American Federation of Television and Radio Announcers (SAG-AFTRA).

The Department conducted an investigation of your allegations. As a result of the investigation, the Department has concluded, with respect to each of your allegations, that there were no violations of the LMRDA.

Section 401(g) of the LMRDA prohibits the use of union and employer funds or resources to promote the candidacy of any person in an election. 29 U.S.C. § 481(g). You alleged that SAG-AFTRA violated this provision when: (1) the SAG-AFTRA website, magazine, and podcast were used to support National President [REDACTED]; (2) the video loop in the SAG-AFTRA headquarters lobby promoted [REDACTED]; and (3) SAG-AFTRA funded [REDACTED] travel for contract negotiations.

With respect to your first allegation, you allege that [REDACTED] and other Unite For Strength candidates received extensive coverage and exposure in the SAG-AFTRA website, magazine, and podcast, which in turn unfairly promoted [REDACTED] candidacy for national president. In assessing whether a union communication constitutes material that is promotional of a candidate in a union officer election, the Department evaluates the timing, tone, and content of the material. As to the SAG-AFTRA website, the Department's investigation revealed that [REDACTED]' campaign was not promoted on the website. To the extent that the website featured [REDACTED] this coverage was limited to non-electoral content such as an interview [REDACTED] conducted with member [REDACTED]. This interview was timely and newsworthy because [REDACTED] was the recent recipient of the SAG-AFTRA Lifetime Achievement Award. Moreover, while the

website contained general election information, it did not contain any material that was promotional or derogatory towards any candidate in the election. Regarding the magazine, the Department's investigation found that the coverage of ██████ in the spring 2019 edition was consistent with the amount of coverage ██████ received in other spring editions of the magazine. Additionally, articles from ██████ and other SAG-AFTRA officers are regularly included in every edition of the magazine, and nothing in ██████ article from the spring 2019 edition mentioned the election or constituted electioneering. Lastly, with respect to the podcast, the Department's investigation found that SAG-AFTRA started a podcast in January 2019, well before the election, as an initiative to engage younger members. Although you allege that SAG-AFTRA sent a promotional email to members on May 30, 2019, advertising ██████ as a co-host of the podcast, the Department found that the purpose of this email was to notify members that audio segments of ██████ interview with ██████ were available on the podcast. Neither the podcasts nor the May 30, 2019, email promoted anyone's candidacy or mentioned the election. Ultimately, the Department found that while ██████ may have received exposure through the SAG-AFTRA website, magazine, and podcast, such exposure did not constitute campaigning using SAG-AFTRA funds and resources. As such, these findings do not constitute a violation of section 401(g) of the Act.

You next alleged that a video that played on a continuous loop in the lobby area of SAG-AFTRA headquarters contained overwhelming coverage of ██████ and other Unite For Strength candidates, indicating that SAG-AFTRA supported ██████ and Unite For Strength candidates, as opposed to Membership First candidates. The Department's investigation found that the video loop showed photos and video clips of ██████ and other members engaged in various SAG-AFTRA initiatives (e.g., the Telemundo contract, the BBH strike, the SAG Awards) unrelated to the election or Carteris' candidacy. Although ██████ was featured in the video loop, the videos and images did not address the upcoming election and did not constitute campaigning. There is no violation.

With respect to your allegation that SAG-AFTRA violated section 401(g) of the LMRDA when it funded ██████' travel in spring 2019 for commercial contract negotiations, the Department found that, as the current president of SAG-AFTRA, ██████s had a legitimate, official union business purpose for traveling. Furthermore, there was no evidence that ██████ campaigned while traveling. Thus, this does not constitute a violation of the LMRDA.

Section 401(c) of the LMRDA requires that unions provide adequate safeguards to ensure a fair election and prohibits disparate candidate treatment. 29 U.S.C. § 481(c). You alleged that SAG-AFTRA violated this provision, as well as the section 401(g) prohibition on the use of union resources to promote the candidacy of any person in the election, when (1) the election committee "aided and abetted" ██████s by "turning a blind eye" to the content of her candidate statement, which violated SAG-AFTRA's confidentiality rules in that it included information about the union's negotiations with

Netflix; and (2) [REDACTED] accessed the SAG-AFTRA membership list to contact smaller chapters and obtain endorsements.

With respect to your allegation concerning the Netflix negotiations, you alleged that because candidate statements were due before the Netflix contract was signed, either [REDACTED] falsely claimed to have negotiated a contract with Netflix, SAG-AFTRA staff breached confidentiality rules to brief [REDACTED] on the ongoing negotiations, or SAG-AFTRA staff assisted [REDACTED]s by amending her candidate statement after the submission deadline. As an initial matter, it is not within the Department's jurisdiction to police behavior related to SAG-AFTRA's policies on confidentiality. As it relates to the LMRDA, a union resource is generally something of proprietary or monetary value to the union (*e.g.*, a list of members' contact information compiled during the course of union business). In this case, [REDACTED]' reference to the contract negotiations, without more, does not constitute the use of "union resources" for purposes of section 401(g) of the Act. Moreover, the Department's investigation found that [REDACTED]s submitted her candidate statement just prior to the deadline, and there is no evidence the election committee permitted [REDACTED] to amend her statement at any point after the deadline. As such, this allegation does not constitute a violation of section 401(c) or 401(g) of the LMRDA.

With respect to your allegation concerning [REDACTED]' solicitation of endorsements, the Department's investigation did not reveal evidence that any candidate in the election accessed membership contact information; rather, [REDACTED] stated that she and members of her slate used her personal contacts from her more than 35 years in the entertainment industry to solicit endorsements. Therefore, this allegation does not constitute a violation of the LMRDA.

You next alleged that SAG-AFTRA violated the section 401(c) prohibition on disparate candidate treatment when the election committee was inconsistent in deciding election protests. More specifically, you cited decisions rendered on protests in local chapter elections as evidence of the election committee's bias. The Department's investigation found, however, that the election committee for national officer elections is separate and distinct from the election committees that conduct local chapter elections. Article V, Section V(B) of SAG-AFTRA's Election Policy states that the SAG-AFTRA National Board appoints the National Office Election Committee, and Article V, Section V(B)(2)(a) provides that each local shall establish an election committee to oversee elections and hear the protests arising from the local officer elections. It is clear that the National Office Election Committee was not involved in the protest decisions rendered by local chapter election committees, and the Department's investigation did not reveal any other evidence that the election committee was biased. Given these findings, this allegation does not constitute a violation of the LMRDA.

Lastly, your complaint raised several ancillary matters including: (1) the National Board's elimination of stunt performers as a separate category for representation purposes; and (2) the union's inconsistent application of a zero-tolerance standard

toward violence. The Department does not find that either of these allegations fall within the purview of Title IV of the LMRDA. However, to the extent that these allegations bear some relation to Title IV of the LMRDA, the Department found no evidence of a violation.

For the reasons set forth above, the Department has concluded that there were no violations of the LMRDA. Accordingly, the office has closed the file on this matter.

Sincerely,



Brian A. Pifer
Chief, Division of Enforcement

cc: Gabrielle Carteris, President
SAG-AFTRA
5757 Wilshire Boulevard, 7th Floor
Los Angeles, CA 91617

Beverly Dankowitz, Associate Solicitor
Civil Rights and Labor-Management Division