

IN RE:

HOFFA SLATE; ASHLEY MCNEELY, LEEDHAM  
SLATE AND DANNY CAMPBELL

01 - Elec. App. – 054 (KC)  
(corrected copy)

This matter is an appeal from the Election Administrator's (the "EA") decision 2001 EAD 204, issued March 1, 2001. An appeal was requested by (a) Barbara Harvey, Esq. on behalf of: (i) Teamster Local Union 2000 in Bloomington, Minnesota; (ii) Danny Campbell, principal officer of Local Union 2000; and (iii) Ashley McNeely, candidate for International officer and member of Local Union 2000; and (b) Todd Thompson, campaign manager of the Hoffa Unity Slate (the "Hoffa Slate").

The hearing was held before me on March 14, 2001. The following persons were heard by way of teleconference: Jeffrey J. Ellison, Esq., for the Election Administrator's Office; Ms. Harvey, as counsel on behalf of Local Union 2000, Ms. McNeely and Mr. Campbell; J. Douglas Korney, Esq., on behalf of the Hoffa Slate; and Bradley T. Raymond, Esq., on behalf of the International Brotherhood of Teamsters ("IBT"). Submissions were received from Ms. Harvey on March 12, 2001, Mr. Korney on March 13, 2001 and Timothy Thorton, Esq., on behalf of NorthWest Airlines ("NWA") on March 14, 2001.

The EA's investigation consolidated several protests filed by the Hoffa Slate, Ms. McNeely, Mr. Campbell and the Tom Leedham Rank and File Power Slate (the "Leedham Slate") that dealt with the issues of: (a) an alleged acceptance of illegal employer contributions from NWA to the Leedham slate (the "First Issue"); (b) possible retaliation by NWA through its counsel Mr. Thorton against Leedham slate candidate Ms. McNeely by threatening her with

discipline and limiting her travel pass privileges (the “Second Issue”)<sup>1</sup>; and (c) the possible illegal use of union funds in connection with the use of the Local Union 2000 hotline (the “Hotline Issue”).

The threshold question of the First Issue on appeal is whether or not the transfer of travel companion passes from Ms. McNeely to the Leedham campaign constitutes an improper use of NWA property or a legitimate transfer of employee discounts consistent with NWA policy as it exists under the NWA-Local Union 2000 Collective Bargaining Agreement (the “Contract”) and NWA’s Pass and Reduced Rate Transportation Policy (the “Pass Policy”). If found to be an improper use of NWA property, then there may have been a violation of Article XI, Section 1(a) and (b) 2 of the Rules that prohibit employer campaign contributions. If the travel companion passes are the property of Ms. McNeely, then they are employee contributions, permitted under the Rules so long as they are generally available to employees and are subject to the member contribution limits as set forth under Article XI, Section 12 (A) of the Rules<sup>2</sup>.

The EA concluded that this question turns on a construction of the Contract, “bearing as it does on the meaning of the [Pass Policy]’s language, the [Contract]’s language, [and] the past practice of the employer as specifically referenced in Section 25.I of the labor agreement and related issues” (See, Page 5, 2001 EAD 204 (March 1, 2001)). Accordingly, the EA determined that the First Issue in this appeal should be held in abeyance pending an arbitral interpretation through the grievance and arbitration proceedings negotiated between NWA and

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<sup>1</sup> This claim, not on appeal before me, was denied because the EA’s investigation found no threat of retaliation.

<sup>2</sup> Article XI, Section 12 (A) states “No candidate for delegate or alternate shall contribute more than \$2,000, in total, to his or her campaign or to the slate of candidate of which she is a member...” Article XI, Section 12(C) holds that “no member who is not a candidate.... shall contribute more than \$1,000, in total, for use in the International Union delegate elections.”

Local Union 2000.<sup>3</sup> The Hoffa Slate argues against this cause of action, believing that the issue must be resolved prior to the completion of the delegate elections. During the hearing Mr. Ellison reported that an expedited arbitration timetable was in negotiation between NWA and Local Union 2000 and, on March 23, 2001, an agreement was indeed reached that will have the issues decided by a short form decision from the arbitrator by April 24, 2001.<sup>4</sup> At the hearing the Hoffa Slate agreed that if such an expedited schedule were adopted, it would drop that portion of its appeal. Accordingly, I find the appeal of the Hoffa Slate requesting a remand is moot.

The Hotline Issue involved a message about the possible discipline of Ms. McNeely placed on a recorded hotline and website of Local Union 2000. The Hoffa Slate complains that the message constitutes an improper use of union resources for campaign purposes because it attacks the Hoffa Slate. The EA granted the Hoffa Slate's protest, finding that there was no legitimate interest served by the Local Union 2000's inclusion of a reference to the Hoffa Slate in the hotline message description of an exchange between Ms. Harvey and Mr. Thorton. The EA found that the tone, timing and content of the Hoffa Slate reference constituted campaigning against the Hoffa Slate with Local 2000 resources in violation of the Rules. As a remedy, the EA ordered Local Union 2000 to cease and desist from any further use of the hotline

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<sup>3</sup> Another of the Hoffa Slate protests alleged that the use of the travel companion passes was not properly or completely reported in the Leedham Slate's CCER's. The Leedham Slate does not dispute this allegation, but seeks clarification as to its reporting requirements, and requested the EA to determine what the value should be assigned to the passes. These issues were also deferred by the EA until the arbitrator determines whether the passes were properly used. However, the EA did order all members of the Leedham slate to submit to him an affidavit that lists each instance the passes were used, citing date, purpose, cost and any campaign activity that occurred while traveling.

<sup>4</sup> The parties agreed to the following terms: (1) the arbitration is to take place over two days, April 16 and 17, 2001; (2) the arbitrator was to be Mr. Jack Flagler; (3) post hearing briefs are mutually waived, with closing statements at the end of the second day; (4) a short form decision was requested by April 24, 2001, with a full decision to follow by May 16, 2001 and (5) a statement of issues was agreed to between the parties. (See, Letter from Michael Nicholson, General Counsel, dated March 23, 2001). However, as stated in his decision, the EA reserves the right to revoke his deferral and issue a decision on the merits at any time if there is any delay in the resolution of this matter.

for campaign purposes. In addition, the EA ordered the Local Union 2000 to give the Hoffa Slate an opportunity to include a message of similar length on the hotline and the website before the election ballots are to be mailed on March 29, 2001.

Ms. Harvey appeals this part of the protest decision, arguing that the inclusion of the Hoffa Slate reference was a newsworthy item, a journalistic report of action taken Mr. Campbell in the exercise of the power of his office to report on concerns of general interest to the membership. She characterized the event as newsworthy because it showed an “unprecedented company interrogation of a flight attendant member about internal union political activities, as well as unprecedented employer willingness to use its investigatory authority to seek potential election violations” (See, Page 3, Letter from Barbara Harvey, Esq., dated March 12, 2001). She further argues that it was Mr. Campbell’s responsibility as principal officer of Local 2000 to warn his members about NWA’s conduct, citing to Camarata v. International Brotherhood of Teamsters, 478 F. Supp. 321, 330 (D.D.C. 1979), affirmed, 108 L.R.R.M. (BNA) 2924 (D.C. Cir. 1981), which held “[d]uly elected union officials have a right and a responsibility to exercise the powers of their office and to advise and report to the membership on issues of genuine concern.”

I concur with the EA’s analysis of the Hotline Issue. Although the reporting of the interchange between Ms. Harvey and Mr. Thorton may have been necessary to inform the membership of a possible change in what has been a settled past practice by NWA about the use of travel companion passes, the subject of that portion of the message was the company, not the Hoffa Slate, and the gratuitous inclusion of the Hoffa Slate reference in the hotline message added nothing to further explain the possible alteration of a practice between the NWA and its employees.

Accordingly, I concur with the EA's decision to defer the First Issue pending the outcome of the expedited arbitration, and affirm his granting of the Hoffa Slate protest concerning the Hotline Issue and its remedy.

s/Kenneth Conboy  
Kenneth Conboy  
Election Appeals Master

Dated: March 28, 2001