



OFFICE OF THE ELECTION OFFICER  
% INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
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Washington, DC 20001

Michael H. Holland  
Election Officer

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April 29, 1991

**VIA UPS OVERNIGHT**

Frank L. Booth  
736 Wright  
LaSalle, IL 61301

Gerald F. Reilly  
President  
Teamsters Local 722  
344 N. 30th Road  
LaSalle, IL 61301

Darrell R. Walker  
1913 Shooting Park Rd  
Peru, IL 61354

Daniel Hanners  
6641 Pershing Ave  
Rockford, IL 61109

Mark Serafinn  
50 North St  
Sauneman, IL 61769

**Re: Election Office Case No. P-637-LU722-SCE**

Gentlemen

A protest has been filed pursuant to Article XI of the *Rules for the IBT International Union Delegate and Officer Election*, revised August 1, 1990 ("*Rules*") In their protest Frank L. Booth, an elected alternate delegate, and Darrell R. Walker, Mark Serafinn, and Dan Hanners, elected delegates to the 1991 IBT International Convention, allege that the *Rules* have been violated by the Local Union through its policies with respect to convention reimbursement for delegates and alternate delegates. The protest was investigated by Regional Coordinator Peggy Hillman.

Local Union 722's Local Union Election plan provided that the Local would pay the reasonable expenses of its delegates and the alternates to attend the 1991 IBT International Convention. In a letter dated March 6, 1991, Local President Gerald F. Reilly set forth the Local Union's position regarding what constituted reasonable expenses. Booth, Hanners, Serafinn and Walker protest the aspects of the letter which (1) provide for a \$1,000 per diem advance payment for expenses, (2) require receipts for all expenses, and (3) exclude lost wages from reimbursable expenses.

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The *Rules* provide that Local Unions shall be required to send and pay the expenses of all the delegates to which the Local Union is entitled at the 1991 IBT International Convention *Rules*, Article II, § 10(d) While the *Rules* do not automatically require that the Local Union send or pay the expenses of its alternate delegates to the 1991 IBT International Convention, pursuant to Article II, § 2(b)(9) of the *Rules*, the Local Union was required to inform the Election Officer and all Local Union members of the number of alternate delegates whose expenses would be paid by the Local Union As noted above, Local 722's approved Local Union Election Plan provided that it would send and pay the reasonable expenses of its alternate delegate Therefore in addition to sending and paying the expenses of its delegates, Local Union 722 is required to send and pay the expenses of its alternate delegate to attend the 1991 IBT International Convention

The Election Officer has issued an Advisory Regarding Convention Expenses, a copy of which is attached to this decision The Advisory provides in pertinent part "reasonable expenses shall include the salary or wages of the delegates and, is applicable, the alternate delegates attending the convention Delegates and alternate delegates receiving a salary shall receive their regular weekly salary for one (1) week, which will be deemed to cover the amount of time spent at the Convention Delegates and alternate delegates who are paid on an hourly basis shall receive their straight time hourly wages, excluding overtime, mileage, or other premiums, for forty (40) hours which shall be deemed to cover the time spent at the convention No delegate or alternate delegate will be required to use his or her vacation for purposes of attending the convention "

Therefore, in accordance with the Advisory, since the Local in this case has committed itself to pay reasonable expenses for delegates and alternate, it is required to pay the salary or wages of its delegates and alternate delegate for the week spent at the Convention This aspect of the protest is **GRANTED**, and the Local is ordered to pay one week's salary or forty (40) hours of straight time hourly wages, whichever is applicable, to its delegates and alternate for the week encompassing the dates of the Convention, June 24 through June 28, 1991

The Advisory also requires Locals to advance per diem expenses With respect to the amount of such expenses, the Advisory states that "the Local Union is only responsible for reasonable per diem expenses The Election Officer will consider a \$130 per diem payment to be reasonable The sum of \$130 per diem is in addition to the expenditure for hotel room & travel " The Advisory further provides that a seven day period is the extent of the Local's expense obligations Thus the provision by Local Union 722 for per diem advance of \$1,000 for its delegates and alternate conforms with requirements of the Advisory. This aspect of the protest is **DENIED**

The Advisory also notes that "delegates and alternates are responsible for obtaining receipts for all expenses for which they desire reimbursement The receipts must be submitted to the Local Union's Secretary-Treasurer within a reasonable period of time after the delegate and alternate delegates return from the convention The

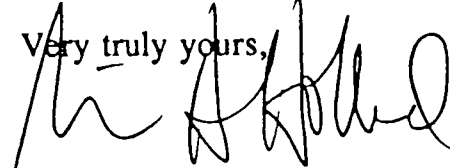
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Election Officer will consider seven (7) calendar days to be a reasonable period of time "

The Local's requirement for receipts and the return of the advanced monies not expended, as demonstrated by receipts, is in accordance with the Advisory. This aspect of the protest is **DENIED**

If any interested party is not satisfied with this determination, they may request a hearing before the Independent Administrator within twenty-four (24) hours of their receipt of this letter. The parties are reminded that, absent extraordinary circumstances, no party may rely upon evidence that was not presented to the Office of the Election Officer in any such appeal. Requests for a hearing shall be made in writing, and shall be served on Independent Administrator Frederick B Lacey at LeBoeuf, Lamb, Leiby & MacRae, One Gateway Center, Newark, New Jersey 07102-5311, Facsimile (201) 622-6693. Copies of the request for hearing must be served on the parties listed above, as well as upon the Election Officer, IBT, 25 Louisiana Avenue, N W , Washington, D C 20001, Facsimile (202) 624-8792. A copy of the protest must accompany the request for a hearing.

Very truly yours,



Michael H Holland

MHH/pjm

cc Frederick B Lacey, Independent Administrator  
Peggy A Hillman, Regional Coordinator

Michael H. Holland  
Election Officer

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## ADVISORY REGARDING CONVENTION EXPENSES

Attendance by delegates and alternate delegates at the 1991 IBT International Union Convention is official Union business. The Election Officer considers the business of the 1991 IBT International Union Convention to be of a substantial and serious nature, and will treat questions concerning expenses and related matters accordingly.

The *Rules for the International Union Delegate and Officer Election*, revised August 1, 1990 ("*Rules*"), provide that Local Unions shall be required to send and pay the expenses (or make arrangements for such payment by agreement with other subordinate bodies) of all the delegates to which the Local Union is entitled at the 1991 International Convention. *Rules*, Article II, § 10(d). While the *Rules* do not automatically require that the Local Union send or pay the expenses of its alternate delegates to the 1991 IBT International Convention, pursuant to Article II, § 2(b)(9) of the *Rules*, the Local Union was required to inform the Election Officer and all Local Union members of the number of alternate delegates whose expenses would be paid by the Local Union. Therefore, in addition to sending and paying the expenses of its delegates, the Local Union shall be required to send and pay the expenses of its alternate delegates as provided in the Local Union Election Plan approved by the Election Officer.

For the Local Union to send and pay the expenses for less than the total number of its delegates or the total number of alternates indicated in the approved Local Union Plan, the requirements of Article II, § (10)(d) of the *Rules* must be met: (1) the Local Union must be financially unable to do so, (2) the Local Union's membership must have voted to send less than the full number, and (3) the determination of the Local Union must have been approved by both the International General Secretary-Treasurer and the Election Officer. In no case may the Local Union pay the expenses of any alternate delegate unless the expenses of all delegates are paid. Further, the Local Union may not send or pay the expenses of any member or guest unless it pays the expenses of

all its alternate delegates as well as all its delegates, regardless of the terms of the Local Union Election Plan

All the delegates and alternates sent by the Local Union to the Convention must be treated in precisely the same manner. No disparate treatment will be permitted. The Union may not, for instance, assist in making arrangements for some delegates but not for others, or reimburse some delegates at a level or in a manner different from the treatment afforded other delegates. The Local Union may differentiate between the treatment afforded delegates and alternates provided that the Local Union is acting in accordance with its approved Local Union Election Plan, and so long as there is no discrimination or disparate treatment among the delegates or among the alternates. Under no circumstances shall either a delegate or alternate delegate be treated less generously than a member or guest who is not a delegate or alternate delegate to the Convention.

The 1991 IBT International Union Convention shall commence at 10 00 a m on Monday, June 24, 1991, and will conclude no earlier than 5 00 p m on Friday, June 28, 1991. The Election Officer will consider a seven (7)-day period from either Saturday, June 22, 1991 through Friday, June 28, 1991, or Sunday, June 23, 1991 through Saturday, June 29, 1991, as the period of the Local Union's per diem expense obligation. The Local Union is also responsible for hotel costs for six (6) nights.

For delegates who live within fifty (50) miles of the Convention site, the obligation shall be for a period of five and one half (5½) days, including hotel costs for five (5) days (or nights). Given the full schedule of business to be accomplished at the 1991 IBT International Union Convention and the possibility, if not probability, of night sessions, the Election Officer will deem it unreasonable, absent the most extraordinary circumstances, for the Local Union to require its delegates and alternates to travel to and from the Convention site on a daily basis.

Part of the expenses for which the Local Union is responsible are hotel room costs. The International Union will reimburse Local Unions \$50 per day for each delegate toward hotel room expenses for a six-day period. To the extent that the Local Union arranges for hotel rooms outside the Walt Disney World complex, the Local Union is obliged to provide, and pay the cost of, a shuttle bus or other means of transportation for the delegates to travel to and from the Convention site.

Delegates and alternate delegates are not required to stay at the hotel for which arrangements were made by the Local Union. If the delegates and

alternate delegates make their own arrangements, or otherwise stay at another hotel, the delegates and alternate delegates are to be reimbursed by the Local Union for their actual hotel costs, at the rate for single person occupancy. In no case, however, are the delegates and alternates entitled to reimbursement in an amount greater than the cost that would have been borne by the Local Union if the delegates or alternates had stayed at the hotel for which arrangements were made by the Local Union.

The Local Union is also responsible for the travel expenses of its delegates and, if applicable, its alternates, for their transportation to and from the Convention site. Most Local Unions arrange for travel by air. By advance planning, they are able to obtain reasonable air fares. The Election Officer, of course, finds this practice to be reasonable.

Delegates and alternate delegates are not required to travel or utilize travel arrangements provided by the Local Union. In such cases, the delegates and alternate delegates are to be reimbursed by the Local Union for their actual costs, with mileage reimbursements at the rate of 24¢ per mile for use of a personal vehicle. In no case, however, are the delegates and alternates entitled to reimbursement in an amount greater than the cost that would have been borne by the Local Union if the delegates or alternates had utilized the means of transportation arranged by the Local Union.

The Local Union is also responsible for reasonable per diem expenses of its delegates and, if applicable, its alternates. Only actual expenses are to be reimbursed. Under no circumstances may a member, whether a delegate or alternate delegate, or a guest, receive duplicate expenses or allowances for hotel, travel, per diem, or otherwise, even if authorized. Thus, in determining the permitted amount of expenses or allowances, the Local Union must take into account any expense or allowance a delegate or alternate delegate or other member or guest receives from another affiliated labor organization.

Delegates and alternates are responsible for obtaining receipts for all expenses for which they desire reimbursement. The receipts must be submitted to the Local Union's Secretary-Treasurer within a reasonable period of time after the delegates or alternate delegates return from the Convention. The Election Officer will consider seven (7) calendar days to be a reasonable period of time.

The Local Union is only responsible for reasonable per diem expenses. The Election Officer will consider a \$130 per diem payment to be reasonable. This sum is in addition to the expenditure for hotel room and travel.

The Election Officer will deem it unreasonable for the Local Union to refuse to advance per diem expense moneys to all delegates and, if applicable, alternate delegates. All such advances not utilized by the delegate or alternate delegate for his or her expenses at the Convention, as demonstrated by receipts, must be returned to the Local Union at the time the receipts for expenses are to be submitted to the Local Union's Secretary-Treasurer.

Attendance at the 1991 IBT International Union Convention is official Union business. Thus, all Local Union officers shall, as required or appropriate, certify to the employers of the Local Union delegates and alternate delegates, that such members are entitled to time off from work for official Union business.

Local Unions have traditionally paid their delegates for time spent at the Convention, Local Union officers and business agents -- who have historically comprised the large majority of the delegates and alternate delegates -- have received their normal salary and have not been required to utilize vacation for the time spent at the International Convention. Under and in accordance with the *Rules*, this practice shall be observed for attendance at the 1991 IBT International Union Convention. Thus, reasonable expenses shall include the salary or wages of the delegates and, if applicable, the alternate delegates attending the Convention. Delegates and alternate delegates receiving a salary shall receive their regular weekly salary for one week, which will be deemed to cover the period of time spent at the Convention. Delegates and alternate delegates who are paid on an hourly basis shall receive their straight time hourly wages, excluding overtime, mileage, or other premiums, for forty (40) hours which shall be deemed to cover the period of time spent at the Convention. No delegate or alternate delegate will be required to use his or her vacation for purposes of attending the Convention.


Attendance at the 1991 IBT International Union Convention is Union business, it is not a vacation or holiday. Further, the underlying purposes of the Consent Order, as well as the Labor Management Reporting and Disclosure Act, prohibit the utilization of Union funds, except for the benefit of the organization and its members. Thus, it will be considered to constitute misuse of Union funds for the Local Union to pay the expenses of spouses or family members attending the Convention. This prohibition does not extend to the expenses of guests (subject to the limitations and requirements noted herein), whose attendance is reasonably related to the business of the Convention, such as retiree representatives or Union members with designated duties and responsibilities in connection with the proceedings of the Convention, or with official Union meetings held attendant to the Convention. The prohibition does, however, extend to the spouses or other family members of such guests.



While the *Rules* and the Consent Order do not prohibit spouses or other family members from attending the Convention, their expenses are to be paid personally and are not to be borne by the Union. Thus, for instance, with respect to hotel rooms, the Union shall pay the rate for single occupancy, and the additional expense of double or multiple occupancy shall be borne personally.

The 1991 IBT International Union Convention forms an integral part of the March 14, 1989 Consent Order entered into by the United States and the IBT. The issue of expenses is governed by the letter and spirit of that Consent Order, as well as the *Rules*. The Election Officer will view the refusal of a Local Union to pay the actual reasonable expenses of its delegates and, if applicable, its alternate delegates, to attend the Convention to constitute a serious violation of the *Rules*. The Election Officer will view the refusal of any Local Union to comply with the directives of this Advisory to constitute such violation.

The Election Officer urges and requests that all Local Unions and all certified delegates and alternate delegates cooperate with one another to effectuate the reimbursement of reasonable expenses and the policies set forth in this Advisory as smoothly and expeditiously as possible. Anyone with questions concerning these matters may call the Office of the Election Officer at the toll free number 800-828-6496.

  
MICHAEL H. HOLLAND  
Election Officer, IBT

Dated April 19, 1991

cc Frederick B Lacey, Independent Administrator, IBT