

OFFICE OF THE ELECTION OFFICER  
% INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
25 Louisiana Avenue, NW  
Washington, DC 20001

Michael H. Holland  
Election Officer

(202) 624-8778  
1-800-828-6496  
Fax (202) 624-8792

August 1, 1991

**VIA UPS OVERNIGHT**

Gordon Teller  
22332 17th Place, West  
Bothell, WA 98021

Lawrence N. Weldon  
Secretary-Treasurer  
IBT Local 741  
552 Denny Way  
Seattle, WA 98109

Sea-Land  
Attn. Floyd Reid, Manager  
3600 Port of Tacoma Road  
Tacoma, WA 98424

**Re: Election Office Case No. P-819-LU741-PNW**

Gentlemen:

A protest was filed pursuant to Article XI, §1 of the *Rules for the IBT International Union Delegate and Officer Election*, revised August 1, 1990 ("*Rules*") by Gordon Teller, a member of Local Union 741 and an employee of Sea-Land Services, Inc. Mr. Teller alleges that on or about July 15, 1991 Floyd Reid, a supervisory employee of Sea-Land, instructed him to remove campaign signs from the company vehicle which he drives and further prohibited him from having campaign literature in his truck. Mr. Teller contends that said instructions are contrary to the *Rules* and to the ruling of the Election Officer in Election Office Case No. P-062-LU741-PNW, affirmed 91-Elec.-App. 92(S.A.).

This protest was investigated by Regional Coordinator Christine Mrak. The investigation revealed that the protest arose when Mr. Teller was told by Mr. Reid to remove a campaign sign from his truck and that having campaign literature in the truck was prohibited. The sign in question is a bumper sticker affixed onto a rod which Mr.

Teller placed next to but not on the window on the driver's side of his company vehicle.<sup>1</sup>

Subsequent to the filing of the protest counsel for Sea-Land, by letter dated July 22, 1991, agreed that Mr. Teller would not be prohibited from keeping a free-standing election sign with him in the truck cab so long as it does not obstruct his view. Sea-Land also agreed that Mr. Teller could have Union campaign literature with him in his truck cab as long as Mr. Teller does not represent he is an agent of or acting on behalf of Sea-Land when he distributes such literature. The Election officer considers such limitation not only appropriate but indeed mandated by the *Rules*. See *Rules*, Article XI, § 1(b)(1). Thus, that portion of this protest which concerns the placement of a free-standing election sign by Mr. Teller in his truck cab and the transportation of campaign literature by him in his truck.

However, in the same communication of July 22, 1991, Sea-Land also noted that it has "republished a rule," which Sea-Land contends is a rule of long-standing at the company, notifying all employees that advertising or campaign literature of any kind can not be attached to Sea-Land vehicles. Sea-Land states that it wants only its logo and advertising to customers on its vehicles; it claims that extra materials affixed to its trucks detract from the advertising goals of the company.

Floyd Reid, a supervisory employee of Sea-Land stated that it has been a long-standing policy of Sea-Land not to allow bumper stickers or decals to be attached to Sea-Land vehicles. Mr. Reid further stated that to the extent that such rule has been violated, company mechanics have been instructed to remove any such stickers or decals when each vehicle is being serviced, which servicing occurs on a regular and short-term basis. The Regional Coordinator requested that Mr. Reid have one of the mechanics contact her to verify both the instructions and the mechanics' obedience to them. However, despite these requests no mechanic employed by Sea-Land did so.

The Regional Coordinator spoke with six drivers employed by Sea-Land who stated that the presence of bumper stickers and other similar decals on the outside of Sea-Land vehicles, the headache bar inside the vehicles, the back windows and the wing windows was commonplace. The materials affixed to the trucks range from humorous or exhortatory slogans, sports team stickers, advertisements, internal Union related material. One IBT member employed by Sea-Land said that a bumper sticker has been on his truck since approximately 1984 and has never been removed. Another stated that he had requested a sticker be removed from his truck but that no removal occurred even when his truck was serviced by the mechanics.

In short, regardless of any formal policy Sea-Land may have had concerning placement of stickers and decals on its vehicles, it is clear to the Election Officer that

---

<sup>1</sup>The presence of the sign in the truck was the subject of Election Office Case No. P-062-LU741-PNW, affirmed 91-Elec.-App.92(S.A.). The determination of the Election Officer in that case was that the display of the sign while passing other drivers was incidental to Mr. Teller's work.

this policy was not enforced by the company. In accordance with Article VIII, § 10 of the *Rules* the company may not now begin strict enforcement of its policy to prevent the display of campaign materials. Helton v. NLRB, 656 F2d 883 (DC Cir., 1981); see also Advisory Regarding Political Rights.

Sea-Land also states that it considers taping or otherwise affixing signs or stickers to any windows in a vehicle to create a safety hazard and therefore a violation of company rules. As noted above, however, Sea-Land has condoned the display and affixing of stickers and decals on the wing windows and back windows of its trucks. For the same reasons as noted above, Sea-Land may not now commence enforcement of a rule preventing display of campaign decals or stickers on wing and back windows, whether as a safety violation or otherwise. The Election Officer would note, however, that his decision in this regard does not constitute a license to IBT members employed by Sea-Land to place the stickers or other materials in the vehicles of their trucks in such a way as to in fact constitute a safety hazard. Rather, the Election Officer finds that the attachment of small-sized decals to wing windows and to the corners of the back windows of company vehicles has been permitted in the past by Sea-Land and does not in fact obscure vision. Consistent with the *Rules*, that practice - but only that practice - may continue.

With respect to Mr. Teller, the prior decision of the Election Officer in Election Office Case No. P-062-LU741-PNW, affirmed 91-Elec-App.-92 (SA), allows Mr. Teller to display campaign material out of his truck window as long as it is done in a safe manner. The campaign sign at issue in the instant protest is the same campaign sign that was involved in the prior case; Mr. Teller's method of displaying it now is the same method he has used previously. The campaign material, a bumper sticker, is affixed on to a rod which Mr. Teller leans against the driver's side door of his vehicle so that the sign is visible through the lower portion of that door's window. The Election Officer's investigation determined that the placement of the sign in this manner does not obstruct or impair Mr. Teller's vision. Thus, Mr. Teller may continue to display the sign as he has done in the past. However, since the placement of the sign at the lower portion of the driver's side window may obstruct the vision of another Sea-Land driver - who may subsequently be assigned to such vehicle - Mr. Teller may not affix the sign to the window.

In response to this protest, Sea-Land also takes the position that one-armed driving is unsafe. During the investigation, Sea-Land admitted that its employees do utilize only one hand on the steering wheel from time to time without violating company rules; indeed, drivers are sometimes required to steer with only one hand, e.g. when shifting gears. To the extent that Sea-Land is arguing that Mr. Teller should not wave his sign while driving, that all sign waving should be limited to times when the truck is parked or stopped at red lights, the Election Officer would agree.

Finally, Sea-Land takes the position that Mr. Teller is to work, and not campaign, on work time. The Election Officer agrees. As set forth in the Advisory Regarding Political Rights, IBT members have a right to campaign only in non-work areas during

non-work time. IBT members have no right to campaign during work time or to refrain from commencing work during the time they are supposed to be working because they are engaged in campaign activities.

However, as the company agrees, IBT members have the right to engage in campaign activities during their break periods. Sea-Land further agrees that Mr. Teller and other IBT members employed by it may continue to divide their 15-minute break period into at least two segments, provided only that such members advise the Sea-Land dispatcher of the fact that they are taking a break, prior to the time of the break. Such requirement is in accord with the prior practices at Sea-Land and does not otherwise violate the *Rules*.

The instant protest is determined as set forth above:

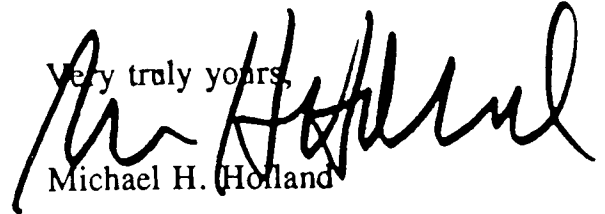
1. Sea-Land is ordered to cease and desist from enforcing, or attempting to enforce, any rule prohibiting IBT members employed by it from affixing campaign bumper stickers, decals or other materials to company vehicles provided only that such materials shall not be affixed to the windows of such vehicles other than the wing windows and the bottom corners of back windows and, if affixed to the windows, must be so affixed as not to obstruct the vision of the driver of the vehicle.
2. Mr. Teller may continue, as Sea-Land agrees, to keep his free-standing campaign sign in his truck cab and display it through the lower portion of the driver's side window, provided that Mr. Teller does not affix such sign to such window.
3. Mr. Teller may not "wave" such campaign sign or any other campaign materials other than when his vehicle is parked or stopped at red lights.
4. Mr. Teller may continue, as Sea-Land agrees, to transport campaign literature in his truck cab, provided that he does not represent that he is an agent of or acting on behalf of Sea-Land with respect to the transportation or distribution of such literature.
5. IBT members employed by Sea-Land, including Mr. Teller, are to confine their campaign activities to non-work areas during non-work times. Such members may campaign during their break time and may divide their break period into two segments but are to advise the Sea-Land dispatcher prior to the time they take such break(s) of the fact that they are taking a break.

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

Gordon Teller  
Page 5

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/mjv

cc: Frederick B. Lacey, Independent Administrator

Christine M. Mrak, Regional Coordinator

Robert J. Attaway, Esq.  
Haight, Gardner, Poor & Havens  
195 Broadway  
New York, NY 10007



AUG-28-91 FRI 12:21 INDEPENDENT ADMIN 1201010017

International officer election process as contemplated under the Consent Order. At the hearing, the Election Officer stipulated that his ruling only has effect through the time he certifies the International officer election results. Even without this stipulation, however, it is plain that the Election Officer's ruling contemplates campaign activities consistent with the Consent Order and the Rules For The IBT International Union Delegate And Officer Election (the "Election Rules"), and would have no applicability once the International officer elections are completed.<sup>1</sup>

Sea-Land further argues that its policy is that its employees can not divide their 15-minute breaks and take them in shorter segments. In support of this contention Sea-Land submitted an affidavit of Mr. Reid which stated that a survey of driver data from September 4, 1990, through August 9, 1991, revealed that out of 5,382 man days, there have been 41 instances where employees took breaks of less than 15 minutes. Out of those 41 instances, four employees accounted for 22 of them, and those employees were counseled and/or reprimanded and the problem was corrected.

Mr. Reid's affidavit does not support the conclusion for which it was offered. Instead, that affidavit demonstrates that Sea-Land did not uniformly enforce a "no split break" policy. Mr. Reid himself admits to 41 instances within the past year where employees


---

<sup>1</sup> To the extent the issue of dividing breaks again arises in the 1996 International officer elections, the practice of Sea-Land regarding breaks would have to be re-evaluated at that time.

have split their breaks. The only time that Sea-Land intervened was when an employee had abused the privilege.

Moreover, the Regional Coordinator received two oral statements and two written statements from drivers indicating that they had split their 15 minute breaks without being disciplined or cautioned not to do so. At the hearing, Messrs. Teller and Bjornson confirmed this lack of enforcement.

Given this background, the decision of the Election Officer regarding Sea-Land employees' right to campaign during their break time and their further right to divide their break period into two segments is affirmed. To rule otherwise would give Sea-Land the opportunity to curtail legitimate campaign activities whenever an employee sought to split his/her break for purposes of campaigning. Since Sea-Land did not uniformly enforce a "no split break" policy in the past, it cannot do so now when campaigning is at issue.

  
\_\_\_\_\_  
Frederick B. Lacey  
Independent Administrator  
By: Stuart Alderoty, Designee

Dated: August 23, 1991