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Election Officer

October 14, 1991

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IBT Local Union 104
1450 South 27th Street
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Re: Election Office Case No. P-893-LU104-RMT

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Gentlemen:

A protest was filed pursuant to the *Rules for the IBT International Union Delegate and Officer Election*, revised August 1, 1990 ("*Rules*") by Howard Burgan, on behalf of the Teamsters for Reform Slate. In his protest, Mr. Burgan alleged that Local Union 104 wrongfully disallowed certain convention-related expenses of delegates and alternates from Local 104, all of whom were elected on the Teamsters for Reform slate.

On April 19, 1991, the Election Officer issued an Advisory Regarding Convention Expenses, issued April 19, 1991 ("Advisory") which sets forth the appropriate standard for determining the legitimacy of expenditures incurred by delegates and alternate delegates at the 1991 IBT International Union Convention. The Advisory provides that:

The Local Union is also responsible for the 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 . . .

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 Secretary-treasurer within a reasonable period of time after the delegates or alternate delegates return from the Convention.

The Election Officer will deem it unreasonable for the Local Union to refuse to advance per diem expense monies to all delegates and, if applicable, alternate delegates. All such advance 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 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 Secretary-Treasurer.

While the *Rules* and the Consent Order do not prohibit spouses or other family members from attending the

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Convention, their expenses are to be paid personally and are not to be borne by the Union.

Mr. Burgan alleges that Local 104 improperly denied certain expenditures incurred by its delegates and alternates at the 1991 IBT International Union Convention by asking each delegate and alternate to reimburse the Local for these disallowed expenditures. The Election Officer has reviewed the submitted receipts and expense report of each delegate and alternate and will discuss each delegate and alternate in separately designated sections below:

A. Howard Burgan

Local 104 disallowed reimbursement in the amount of \$19.00 for unreceipted soda and coffee charges he incurred during the week of the Convention. Per diem monies provided by the Local are to be utilized for any and all incidental expenses including monies spent on coffee and other food items. Mr. Burgan states that he purchased coffee and soda in the hotel lobby during the week of Convention and that the coffee and soda service provided by the hotel did not issue receipts for purchases. The Election Officer's investigation confirmed the fact that the items had been purchased and that the hotel did not provide receipts for these purchases.

As the Election Officer in Election Office Case No. P-888-LU769-SEC, affirmed 91-Elec. App.-193, when an actual reasonable expense has been incurred in a situation where obtaining a receipt is impracticable or difficult, reimbursement is appropriate upon the delegate or alternate delegate detailing the expenditure. Therefore in accordance with the *Rules* and the Advisory, the Election Officer directs Mr. Burgan to submit a "receipt" to the Local detailing the coffee and soda expenditures. The "receipt" should contain the amount of the expenditures, the date on which it was provided and the nature of the service for which the expenditure was made. Once Mr. Burgan submits such "receipt" to Local 104, the Local is required under the *Rules* to deduct the full amount of those expenditures from the itemized statement for disallowed expenses mailed to Mr. Burgan by the Local on September 13, 1991. Accordingly, Mr. Burgan's protest concerning the Local's denial of unreceipted coffee and soda expenditures is GRANTED.

The Local disallowed breakfast and lunch charges of \$8.97 and \$9.40 respectively for June 26, 1991 claiming that Mr. Burgan failed to submit receipts for these expenditures. Mr. Burgan claims that he did send receipts for these expenditures and he provided a copy of the receipts to the Election Officer in the exact amounts claimed. Therefore, the Election Officer directs Mr. Burgan to send a copy of these receipts to the Local, and the Election Officer directs the Local, once it has received Mr. Burgan's receipts,

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to deduct the full amount of these two expenditures from the September 13, 1991 statement of disallowed expenses the Local mailed to Mr. Burgan. Accordingly Mr. Burgan's protest concerning these expenses is GRANTED.

The Local disallowed a receipted expense for "covered parking" at the airport in Phoenix at the rate of one dollar per day above the six dollars per day parking facility for which arrangements had been made by the Local. Mr. Burgan explained that due to Phoenix's high temperatures during late June (where 100° days are common) each delegate or alternate delegate who drove his personal vehicle to the airport needed covered parking to avoid damage to the paint on his vehicle. The parking provided by the Local was unenclosed parking. The Election Officer accepts Mr. Burgan's claim, and directs the Local to deduct the additional \$7.00 of receipted charges to provide covered parking from its September 13, 1991 letter to Mr. Burgan. Accordingly, Mr. Burgan's protest of these disallowed expenses is GRANTED.

The Local disallowed a \$7.00 unreceipted vehicle charge claimed by Mr. Burgan on June 23, 1991. Upon investigation, the Election Officer obtained Mr. Burgan's expense report and receipts submitted by him to the Local. One of those receipts came from "Four Town Transportation" in the amount of \$60.00. Mr. Burgan stated to the Election Officer that upon his arrival in Orlando with the other delegates and alternates, Mr. Burgan and the others discovered that the vehicles rented for them by the Local did not have enough cargo space to accommodate all their luggage. Another vehicle was rented by them to transport their luggage to their hotels. When filling out their expense reports, Mr. Burgan and the eight other delegates and alternates split the \$63.00 charge (\$60.00 plus a \$3.00 tip given to the rental car attendant). Each reported a \$7.00 expense on their expense reports.

The Election Officer finds the expense reasonable and appropriate and further finds it was actually incurred. Therefore, the Election Officer directs the Local to deduct \$7.00 from the letter it sent Mr. Burgan dated September 13, 1991, and further directs the Local to deduct and/or reimburse each delegate who was similarly situated. Accordingly, Mr. Burgan's protest on behalf of himself and the eight other delegates and alternates concerning the June 23, 1991 vehicle charge is GRANTED.

The Local disallowed a \$15.50 laundry charge. Mr. Burgan stated to the Election Officer the laundry was for "normal" cleaning. There were no extenuating circumstances requiring an article of clothing to be immediately cleaned. Since no extenuation circumstances existed, Mr. Burgan is not entitled to reimbursement. See Election Office Case No. P-888-LU769-SEC, affirmed 91-Elec. App.-193. Accordingly Mr. Burgan's protest on this expenditure is DENIED.

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The Local disallowed five unreceipted drink charges of \$13.00, \$9.00, \$12.00, \$6.05 and \$6.00. Mr. Burgan explained to the Election Officer that the charges were for cocktails at the Convention site. Upon investigation, the Election Officer learned that receipts were readily obtainable for these charges, but such receipts were not obtained by Mr. Burgan. Since the *Rules* and Advisory require receipts for these expenditures, these unreceipted charges do not have to be paid by the Local. Accordingly, Mr. Burgan's protest for these charges is DENIED.

B. Melvin Milton

Mr. Milton was sent a September 13, 1991 itemized statement disallowing certain food or meal expenses for each day of the Convention. The disallowance occurred when the Local determined that Mr. Milton's expense report did not accurately reflect his submitted receipts. The Election Officer obtained the submitted receipts, and determined that on a number of days neither the Local's nor Mr. Milton's calculations were correct. The Election Officer has recalculated Mr. Milton's receipts as follows:

DATE	Milton's Report	Local Calculations	EO Calculations
6/23	\$ 44.41	\$41.23	\$ 44.41
6/24	63.45	58.31	60.00
6/25	70.00	65.93	79.93
6/26	64.45	64.45	77.45
6/27	40.00	43.73	47.73
6/28	56.75	56.75	66.75
TOTAL	\$ 339.06	\$ 330.40	\$ 376.27

In recalculating Mr. Milton's meal receipts, the Election Officer calculation shows a credit due to Mr. Milton. Accordingly the Local is directed to credit \$ 39.21 to Mr. Milton, and his protest on his meal receipts is GRANTED.

The Local disallowed a \$8.66 food charge and a \$40.66 hotel bill because they were incurred the night prior to Mr. Milton's departure to the Convention and therefore outside the seven day period provided in the *Rules* and Advisory for reimbursement of Convention-related expenditures. Upon investigation the Election Officer learned that Mr. Milton lives and works in Flagstaff, Arizona, a two-and-a-half to three hour drive to Phoenix. When the Local made the plane reservations for Mr. Milton, as well as for the other delegates and alternates, the scheduled departure for their flight was 7:20 a.m. on June 23, 1991. Since Mr. Milton could not make flight connections from Flagstaff to Phoenix on June 23, 1991 in order to make the 7:20 a.m. flight arranged by the Local, Mr. Milton drove to Phoenix from Flagstaff the night before the flight, June 22, 1991, hence the hotel and meal charge.

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The Election Officer finds that it would be unreasonable and unsafe to require Mr. Milton to have driven from his home in Flagstaff on June 23, 1991 at the early hour necessary to make the 7:20 a.m. flight. Accordingly, due to the extenuating circumstances stated above, the Election Officer orders the Local to credit Mr. Milton for the \$49.32 for the hotel and meal expenses he incurred on June 22, 1991. Mr. Milton's protest on this matter is GRANTED.

The Local disallowed a \$16.36 laundry charge. Since no extenuating circumstances were discovered by the Election Officer during his investigation to allow this laundry expense, this expenditure is not found to be Convention-related. Therefore, Mr. Milton's protest on this matter is DENIED.

The Local disallowed a total of \$39.00 for unreceipted taxi charges claimed by Mr. Milton. Receipts are required by the *Rules* and Advisory. Taxi receipts are normally available. Further, while taxi tariff rates are readily available, no evidence of such rates were produced by Mr. Milton. The Local properly disallowed Mr. Milton's claim for reimbursement. Accordingly, Mr. Milton's protest on this matter is DENIED.

C. James Benson

Mr. Benson submitted an expense report to the Local requesting reimbursement for coffee and soda charges at the Convention site during the time period of the Convention. While the expenses were incurred, these charges were unreceipted. As previously stated in this decision, no receipts were given by the hotel for these expenditures. Therefore, the Election Officer directs Mr. Benson to prepare "receipts" for these charges and to submit these "receipts" to the Local. The Local is then directed to deduct the full amount of these charges from its itemized statement letter mailed to Mr. Benson on September 13, 1991. Accordingly, Mr. Benson's protest on these charges is GRANTED.

The Local disallowed a \$.75 toll charge for which Mr. Benson had no receipt. This toll charge was incurred driving from the Orlando Airport to his hotel. The Election Officer determined that this toll charge would necessarily have been incurred by Mr. Benson. Since toll receipts are not readily available, the Election Officer directs Mr. Benson to prepare a "receipt" and submit it to the local. See Election Office Case No. P-888-LU769-SEC, affirmed 91-Elec. App.-193. The Local, once it receives the "receipt," should credit the full amount and deduct it from the September 13, 1991 itemized statement letter previously mailed to Mr. Benson. Accordingly, Mr. Benson's protest on this charge is GRANTED.

The Local disallowed a \$27.00 laundry expense. As previously discussed in this decision, such an expense is not reimbursable unless extenuating circumstances can be shown. The Election Officer's investigation did not uncover such circumstances. Accordingly, Mr. Benson's protest for this expense is DENIED.

The Local disallowed \$47.25 in unreceipted cocktail charges. As previously discussed, such charges require receipts. Accordingly, Mr. Benson's protest of these expenses is DENIED.

The Local disallowed a \$7.00 charge for an "Extra Van." As previously discussed with respect to Mr. Burgan, this charge is allowed by the Election Officer as a legitimate Convention expense. Therefore, the Local is directed to credit the \$7.00 amount to Mr. Benson and deduct same from the September 13, 1991 itemized statement letter. Accordingly, Mr. Benson's protest of this matter is GRANTED.

D. Larry Manire

The Local disallowed certain receipted meal charges incurred by Mr. Manire. The Election Officer received Mr. Manire's expense report and receipts from the Local and recalculated the receipts. The results of this recalculation is outlined below:

DATE	Manire's Report	Local Calculations	EO Calculations
6/23	\$34.60	\$37.23	\$37.23
6/24	\$61.97	\$54.34	\$54.34
6/25	\$55.29	\$36.13	\$44.44
6/26	\$59.75	\$31.08	\$37.08
6/27	\$57.76	\$42.00	\$59.37
6/28	\$80.76	\$78.76	\$78.76
6/29	\$40.89	\$57.56	\$70.56
NO DATE	NONE	\$ 6.57	\$ 6.57
	TOTAL \$ 391.02	\$ 343.67	\$ 388.35

Based upon its calculations the Local disallowed a total of \$47.35. However, the Election Officer's recalculations showed a difference of \$2.67 as the appropriate amount to be disallowed. Therefore, the Local is ordered to adopt this amount for its calculation of disallowed food expenses. Accordingly, Mr. Manire's protest is GRANTED to the extent set forth in this paragraph.

The Local disallowed a \$.50 unreceipted toll charge. The toll charge was, in fact, incurred by Mr. Manire. As previously discussed, toll charge receipts are not readily obtainable and are legitimate convention charge. Accordingly, Mr. Manire's protest of this charge is GRANTED.

The Local disallowed a \$1.50 for auto expenses, \$21.00 for telephone calls, \$76.00 for taxi charges, and a \$3.00 parking charge. All such charges were unreceipted. Since receipts were obtainable for these charges and none were obtained, the Local properly disallowed these expenses. Accordingly, Mr. Manire's protest of these charges is DENIED.

The Local disallowed two receipted expenses, a \$29.00 laundry charge and a \$4.95 video charge. Both these charges are not Convention-related. Laundry costs are part of one's normal expenses; there were no special circumstances surrounding Mr. Manire's incurring this charge. Personal entertainment expenses, such as the movie charges, are not Convention-related expenses. Accordingly, Mr. Manire's protest of these two charges is DENIED.

E. Terry Askey

The Local disallowed \$150.21 for meal because the receipts that did not contain a date. After reviewing the expense report and receipts submitted by Mr. Askey to the Local, the Election Officer asked Mr. Askey for his position on this matter. Mr. Askey stated he obtained receipts but he did not know he was required to have dated receipts. After reviewing his receipts, Mr. Askey reconstructed the dates for these food expenses as follows:

6/23	\$28.84
6/24	\$31.64
6/26	\$17.36
6/27	\$38.67
6/28	\$33.43

All meal charges incurred by Mr. Askey were reasonable. The total of all of Mr. Askey's expenses were reasonable. After reviewing the expense report and receipts of Mr. Askey, in light of Mr. Askey's reconstruction of the dates on which the expenses were incurred, the Election Officer finds that all expenses were appropriate Convention-related charges. Therefore, the Election Officer directs the Local to credit Mr. Askey the full \$150.21 and deduct such amount from its September 18, 1991 itemized statement letter to Mr. Askey. Accordingly, Mr. Askey's protest in this matter is GRANTED.

The Local disallowed a total of \$74.00 for miscellaneous charges incurred by Mr. Askey. The investigation by the Election Officer found that these unreceipted charges were incurred for coffee, soda, snacks and sandwiches obtained by Mr. Askey during

the Convention and at the Convention site. The Election Officer accepts Mr. Askey's explanation and finds the \$74.00 total charge reasonable.

As previously discussed, the hotel did not give receipts for these items. Therefore Mr. Askey is directed to prepare dated "receipts" for these items. and the Local is directed to credit Mr. Askey for the amount of \$74.00 once it receives the "receipts." Accordingly, Mr. Askey's protest for these expenses is GRANTED.

The Local disallowed a total of \$30.00 for shuttle charges for which no receipts were provided. Mr. Askey explained to the Election Officer that this expense was, in fact, gratuities given by Mr. Askey to the shuttle bus drivers who drove the buses from Mr. Askey's hotel to the Convention site. The Election Officer finds Mr. Askey's explanation and the total amount of gratuities paid to be reasonable. Therefore Mr. Askey is directed to prepare date "receipts" for these gratuities and submit them to the Local. The Local is directed, one it receives the "receipts", to credit the full \$30.00 amount to Mr. Askey. Accordingly, Mr. Askey's protest for these charges is GRANTED.

The Local disallowed two expenses for entertainment, totalling \$30.00, and laundry charges in the amount of \$41.00. The Election Officer's investigation determined that neither of these two expenses were Convention-related. Accordingly, Mr. Askey's protest on these two expenses is DENIED.

F. David Kuno

The Local disallowed a total of \$254.80 for food claiming that Mr. Kuno's expense report did not reconcile with his submitted receipts. The Election Officer has obtained Mr. Kuno's receipts from the Local and calculates the difference to be \$158.36, not \$254.80 as claimed by the Local. Therefore, the Election Officer directs the Local to use the \$158.36 when calculating disallowed food expenses. Accordingly, Mr. Kuno's protest is GRANTED and DENIED as explained herein.

The Local disallowed an additional \$273.19 for the following expenses:

Laundry	\$ 43.05
Other auto	47.79
Miscellaneous and gifts	06.62
Entertainment	75.73
TOTAL	273.19

The Election Officer's investigation revealed that all of these expenses were not Convention-related and therefore were properly disallowed by the Local. Accordingly, Mr. Kuno's protest with respect to these expenses is DENIED.

G. Rodney Branch

The Local disallowed two expenses. The receipt for a meal consumed on June 23, 1991 reflected a charge that was \$2.66 less than the charges noted on Mr. Branch's expense report. Since Mr. Branch could not explain the difference to the Election Officer, the Election Officer must accept the amount of the receipt. Accordingly Mr. Branch's protest of this expense is DENIED.

The Local disallowed a receipted charge for a "safe rental" in the amount of \$4.24. Utilizing the safe in one's hotel room, which was the basis of this charge, to keep cash and other valuables is reasonable. The total amount of the charge is almost de minimus. Accordingly, the Election Officer finds that this expense is Convention-related and should be reimbursed by the Local. Accordingly, Mr. Branch's protest of this expense is GRANTED.

H. Richard Esquivel

The Local disallowed a total of \$50.75 for unreceipted miscellaneous charges for the period of the Convention. The Election Officer's investigation determined that these charges were incurred for coffee, sodas, and sandwiches at the Convention site. As stated previously, the hotel did not give receipts for these expenses. The Election Officer directs Mr. Esquivel to prepare dated "receipts" for these expenses and submit them to the Local. The Local is therefore directed to reimburse Mr. Esquivel the full \$50.75 amount once it receives the "receipts." Accordingly, Mr. Esquivel's protest for these charges is GRANTED.

The Local disallowed a \$12.00 expense incurred when Mr. Esquivel purchased traveler's checks. For someone without credit cards, like Mr. Esquivel, purchasing traveler's checks is prudent and reasonable. But for Mr. Esquivel's attendance at the Convention, the purchase would not have been necessary. Accordingly, the Election Officer finds the charges to be a reasonable Convention-related expense. Mr. Esquivel's protest is GRANTED.

I. Kenneth Columbo

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The Local disallowed a total of \$18.00 in valet parking charges. The Election Officer has previously found in Election Office Case No. P-888-LU769-SEC, affirmed 91-Elec. App.-193 that such charges are reasonable Convention-related expenses, normally incurred without a person being able to obtain a receipt. Therefore, Mr. Columbo is directed to prepare dated "receipts" for these charges and submit them to the Local. The Local is directed to reimburse Mr. Columbo the full \$18.00 amount once it receives his "receipts." Accordingly, Mr. Columbo's protest in this matter is GRANTED.

J. John Floyd

The Local disallowed two unreceipted charges of \$2.00 each for shuttle services. The Election Officer's investigation revealed that these two charges were in fact gratuities given to the shuttle drivers. As stated previously, these charges do not normally generate a receipt. Therefore, Mr. Floyd is directed to prepare "receipts" for these charges and submit them to the Local. The Local upon receiving these "receipts" is directed to reimburse Mr. Floyd the full \$4.00. Accordingly, Mr. Floyd's protest for these charges is GRANTED.

The Local received a meal receipt in the amount of \$13.13. Mr. Floyd claimed \$18.75 on his expense report for this same meal. He did not offer any explanation to the Election Officer for this difference. Therefore, the Election Officer finds that the Local properly used \$13.13 as the amount of the meal expense. Accordingly, Mr. Floyd's protest for this charge is DENIED.

K. W. Stuart Carson.

The Local disallowed a total of \$32.46 for expenses incurred by Mr. Carson on June 22, 1991 and July 2, 1991. These dates are respectively one day before and three days after the time period covered by the Advisory for properly claiming Convention expenses. Therefore, the Local properly disallowed these expenses. Accordingly, Mr. Carson's protest on these charges is DENIED.

L. Cliff Davis.

The Local disallowed a \$7.00 unreceipted transportation charge, and a \$.50 receipted toll charge. As previously discussed with respect to Mr. Burgan's protest, Mr. Davis was one of the persons who split the vehicle charge incurred to transport the delegates' and alternates' luggage. Therefore, the Local is directed to reimburse the full \$7.00

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amount to Mr. Davis. Accordingly, Mr. Davis' protest for the transportation charge is GRANTED.

The \$.50 toll charge occurred after the Convention and outside the time period contemplated by the Advisory and Rules. Therefore, the Local properly disallowed this expense. Accordingly, Mr. Davis' protest on this toll charge is DENIED.

M. Vaughn Houghland

The Local disallowed two expenses for Mr. Houghland, a \$32.75 charge for a ticket to EPCOT Center, and a \$6.00 taxi charge for which Mr. Houghland produced no receipt. The Local properly disallowed both expenses. Personal entertainment expenses, such as the EPCOT ticket, are not Convention-related. The taxi charge requires a receipt. Accordingly, Mr. Houghland's protest on these two charges is DENIED.

N. John Reynolds and Arnold Swartwood

The Local has not disallowed any expenses claimed by Mr. Reynolds and Mr. Swartwood. However, the Election Officer has learned in the investigation of this protest that both Mr. Reynolds and Mr. Swartwood shared the cost of renting the extra vehicle to transport the delegates' and alternates' luggage to their hotels. As previously stated, this charge is a legitimate Convention expense. Therefore, the Election Officer directs the Local to reimburse Mr. Reynolds and Mr. Swartwood and all other delegates and alternates who participated in paying this expense \$7.00 each.

O. Remedy and Conclusion

The Local and each delegate and alternate affected by this decision are directed to meet at a mutually agreeable time and place in order to reimburse one another in accordance with this decision. If they cannot so effectuate compliance, they, or any of them, are directed to contact Regional Coordinator Bruce Boyens, who will act in my behalf as the arbiter of any remaining disputes.

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

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& 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,

A handwritten signature in black ink, appearing to read "Michael H. Holland", written over the typed name.

Michael H. Holland

MHH/ca

cc: Frederick B. Lacey, Independent Administrator
Bruce Boyens, Regional Coordinator