

IN RE:

RICHARD BLACK

01 - Elec. App. – 074(KC)

This matter is an appeal from the Election Administrator’s (the “EA”) decision 2001 EAD 329, issued April 26, 2001. The hearing was requested by Robert Baptiste, Esq., of Baptiste and Wilder, P.C., on behalf of Waymon Stroud, Sr., delegate candidate and vice president of Teamsters Local Union 728 in Atlanta, GA.

A hearing was held before me on May 14, 2001. The following persons were heard by way of teleconference: Jeffrey J. Ellison, Esq. for the Election Administrator’s Office; Mr. Baptiste; Mr. Stroud; and Richard Black, the protestor and secretary treasurer of Local Union 728. An additional submission was received from Mr. Baptiste on May 11, 2001.

Mr. Black alleged that Mr. Stroud caused Local Union 728 to abandon the provisions of the approved Local Union 728 Election Plan (the “Plan”) by arranging for the Local Union 728 general membership to vote to pay the expenses of its elected alternate delegates to attend the International Convention. Originally, the Plan stated the expenses of the alternate delegates to the convention would not be paid for by Local Union 728. The Plan was posted so that the membership was informed of the rules for attendance at the convention and could then “meaningfully decide whether to mount a candidacy” for alternate delegate.

Subsequent to the delegate election, the two elected delegates were appointed by the IBT to serve on a committee, which meant that now the IBT, not Local Union 728, would pay for their convention related expenses. Mr. Stroud discussed with the Local Union 728

Executive Board the possibility of having Local Union 728 now pay for the expenses of the alternate delegates, reasoning that it would not require the expenditure of any additional monies. The Executive Board rejected his proposal. The next day, at the general membership meeting, after some procedural wrangling, Mr. Stroud put the question of payment of the alternate delegate expenses to the general membership, who voted to pay the expenses of the alternate delegates as guests.

The EA granted the protest, finding the Local Union 728 effectively, and without permission, changed the Plan by its vote and that "...it ill behooves the local union to change its provision of its plan after the fact, and without the permission of the Election Administrator. ...to the detriment of those members who might have chosen to run for alternate delegate had they known their travel expenses would be subsidized." (See, page 2, 2001 EAD 329 (April 26, 2001). The remedy ordered Local Union 728 not to pay the expenses of any alternate delegate to attend the convention. <sup>1</sup>

Mr. Baptiste, on behalf of Mr. Stroud, argues that since the membership voted to send the alternates as guests, Article III, Section 3(c) of the Rules applies and it clearly contemplates the payment of alternate delegate expenses without regard to the Election Plan, if the local decides to pay the expenses of guests, as they have done in this matter.<sup>2</sup> He claims the real purpose of the local union plan provisions, as they relate to the payment of convention expenses, is to simply identify those local unions who will not be sending full complements of

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<sup>1</sup> The EA found Mr. Black's allegation that the change in policy was in due to Mr. Stroud's political motives or the fact that the change may not add to Local Union 728's planned costs to be irrelevant to the analysis. He states the result here is mandated "... to avoid post-election changes in polices that may have affected who ran for delegate". (See, page 2, 2001 EAD 329 (April 26, 2001).

delegates and alternates. This then provides the EA with a good faith justification when assessing whether a Local Union has discriminated between its treatment of the delegates and alternate delegates, forbidden under Article III, Section 3(d).

I disagree with Mr. Baptiste's reading of Article III, Section 3(c) of the Rules. Here, the EA approved Plan clearly disallows the payment of expenses of alternate delegates. For Local Union officials to circumvent the Plan by labeling the alternate delegates as "guests" in order to pay their expenses changes the ground rules after the fact. This is unwise, and impugns the integrity of the Local Union Plan. Labeling the alternate delegates as guests, and then using Article III, Section 3(a) to support a theory that alternates must be paid for if guests are sent, ignores the reality that the guest and the alternate delegate are one in the same. This is unacceptable under the Rules.

I agree with the EA's reasoning that any post election change in Local Union 728's intentions is detrimental to those who may have decided to run for alternate delegate had they known their expenses would be paid.

Accordingly, I affirm the EA's decision in this matter in all respects.

\_\_\_\_s/Kenneth Conboy\_\_\_\_\_  
Kenneth Conboy  
Election Appeals Master

Dated: May 30, 2001

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<sup>2</sup> Article III, Section 3(c) states that "A Local Union may not send to the Convention or pay the expenses of any member or guest unless it pays the expenses of all its alternate delegates, regardless of the terms of the Local Union Plan."