

OFFICE OF THE ELECTION SUPERVISOR  
*for the* INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
1990 M STREET, N.W., SUITE 650  
WASHINGTON, D.C. 20036  
844-428-8683 TOLL FREE  
202-925-8922 FACSIMILE  
[electionsupervisor@ibtvote.org](mailto:electionsupervisor@ibtvote.org)  
[www.ibtvote.org](http://www.ibtvote.org)

Richard W. Mark  
*Election Supervisor*

**ADVISORY REGARDING PAYMENT OF EXPENSES FOR  
CONVENTION DELEGATES AND ALTERNATE DELEGATES  
TO THE 30th INTERNATIONAL CONVENTION OF THE  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS (Revised)**

The 30th International Convention of the International Brotherhood of Teamsters (the “Convention”) will meet and conduct business in a virtual format commencing on June 22, 2021 at 12:00 p.m. Eastern Daylight Time. The Convention is official union business. Elected Convention delegates play an essential role in the democratic election of IBT International Union officers. During the Convention, elected delegates will cast secret ballot votes to nominate candidates for IBT International Union office.

The IBT’s Official Convention Call, published in the Spring 2021 issue of *Teamster* (p. 36), states the general rule regarding delegate expenses that governs the Convention. Because participation in the Convention does not require travel,

Local Unions will not be required to provide the types of expenses incurred in prior in-person Conventions [for example, travel, per diem, and hotel expenses]. However, Local Unions may provide lost time wages or a reasonable stipend to delegates as compensation for expenses they may incur to participate in the Convention. Any such payments must be authorized in accordance with Local Union’s Bylaws and comply with rules issued by the General Secretary-Treasurer or Election Supervisor. All authorized delegates shall be provided with the same expenses or stipend, with the exception that delegates who are full-time employees of a Union entity may not receive lost time wages or a stipend if they also receive their Union salaries or reimbursed expenses. In short, delegates and alternates may not receive duplicate expenses or allowances, even if authorized.

It is anticipated that lost time wages will be the main delegate expense in connection with the virtual Convention. Local Unions are obligated to pay lost time wages to cover attendance at the Convention, as if the Convention were conducted in person. In addition, if Local Union Bylaws provide a stipend for Convention service, the Local Union must pay that and treat all delegates equally in doing so (that includes alternate delegates if the Local Union Election Plan included payment of their expenses). Finally, if a Local Union makes the union office, equipment (such as computers), or other facilities (such as internet access) available to conduct Convention business, such use must be provided to all delegates and alternate delegates equally.

The Election Supervisor will respond to issues or protests concerning Convention expenses by applying the pertinent *Rules for the 2020-2021 IBT International Union Delegate and Officer Election* (“2021 Election Rules”) and specific provisions of this *Advisory* to protect each delegate’s right to participate in the Convention by having certain Convention expenses covered.

**I. The Local Union’s Obligation to Pay Convention Expenses for Delegates and Alternates**

Because the Convention will be conducted in a virtual format, each Local Union is expected to cover the “minimal” delegate-related expenses necessary “to participate in the remote Convention.” See Convention Call.<sup>1</sup> The virtual Convention format does not, however, enlarge the Local Union’s obligation to pay expenses for alternate delegates. If the Local Union’s election plan stated that it would pay alternate delegate Convention expenses, then those alternate delegates must receive the same allowances and support as are provided to the Local Union’s delegates. If the Local Union’s election plan stated it would not pay expenses of alternates for the in-person Convention, that statement does not change because the Convention will be conducted virtually.

A Local Union cannot avoid required payments to its complement of delegates (for example, lost time), unless it has received explicit approval for doing so after following the procedures set out in the *2021 Election Rules*, Article III, Section 3(a) and the IBT Constitution, Article III, Section 2. Specifically, a Local Union seeking permission not to pay expenses of elected delegates:

- Must demonstrate actual financial inability to the IBT General-Secretary Treasurer, and receive an attestation from the IBT General-Secretary Treasurer that the Local Union is financially unable to pay expenses of its full complement of delegates; and
- The membership must thereafter vote on, and approve, a resolution to pay the expenses of less than a full complement of delegates.

The Election Supervisor may amend or override any decision of the IBT General-Secretary Treasurer. *2021 Election Rules*, Art. III, Section 3(a).

A Local Union must treat all of its delegates equally. See *2021 Election Rules*, Art. III, Section 3(d); IBT Constitution, Article III, Section 4. For example, a Local Union may not help some delegates by providing computer equipment or other union facilities to

---

<sup>1</sup> The requirement that Local Unions pay the Convention expenses of delegates (and alternates, where applicable) applies to delegates and alternates elected from Teamster Local Unions, Graphic Communication Conference Local Unions, the Brotherhood of Maintenance of Way Employees Division System Federations, and Brotherhood of Locomotive Engineers and Trainmen General Committees of Adjustment. “Local Union” in this *Advisory* covers all of these entities.

support Convention participation but not help others, or reimburse some of its delegates at a level or in a manner different from others. A Local Union may differentiate between its delegates as a group and its alternates as a group, provided that it is acting in accordance with its approved plan, and so long as there is no discrimination among the individuals within each group.

## **II. Period for the Local Union's Expense Obligations**

The Convention is scheduled to begin at 12:00 p.m. EDT on Tuesday, June 22 and scheduled to conclude at 2:00 p.m. EDT on Friday, June 25, 2021 (the “Convention Period”). The expense obligation of the Local Union (for example, lost time payments) shall extend over the four days from June 22, 2021, through June 25, 2021.

## **III. Convention Period Expenses**

Local Unions are obligated to cover wages or salary of delegates for the Convention Period. If a Local Union provides a stipend for incidental expenses, that amount must be equal for all covered delegates or alternate delegates.

A delegate or alternate cannot receive duplicate payments for any Convention expenses, even if authorized by the Local Union. Thus, in determining the amount of expense payment, a Local Union must take into account any expense reimbursement or allowance a delegate or alternate receives from another affiliated labor organization and reduce the amount of the Local Union’s Convention expense reimbursement by that amount.

Regarding wages and salary, Local Unions have paid their delegates the equivalent of wages for time spent at past IBT International Conventions. Local Union officers and business agents (who have historically constituted a substantial number of the delegates and alternates) receive their normal salary and are not required to use their vacation for Convention attendance, because the Convention is official union business. This practice will be followed in 2021 for the virtual Convention. The same holds true for delegates and alternate delegates who are not union employees, where the employer does not pay wages for the Convention period. Reasonable Convention expenses the Local Union must pay therefore includes the salary or wages of its delegates (and alternates, unless the local union plan states that the local union will not pay expenses for alternates).

Delegates and alternates receiving a salary must be paid their regular salary for four days, which will be deemed to cover the Convention Period. Delegates and alternates who are paid on an hourly basis must be paid their straight time hourly wages for thirty-two hours for any assembly in the Eastern and Central time zones, and for thirty-six hours for any assembly in time zones west of the Central time zone, *excluding* in all cases overtime, mileage, or other premiums. Where a delegate or alternate delegate receives employer-provided full or partial payment of health and welfare and/or pension contributions, the Local Union will ensure that contributions are not lost because the member was on Convention

business. If any periodic benefit contribution would not be made solely because of the delegate or alternate delegate's Convention participation, the Local Union will either persuade the employer to make the necessary contributions, will make the contributions itself directly to the appropriate funds, or will reimburse the delegate or alternate delegate for contributions actually made that the individual delegate or alternate delegate would not have been required to make but for his/her Convention participation. Local unions are not required to pay lost wages of a delegate or alternate delegate who is not otherwise employed at the time of the convention. *Smith*, 2011 ESD 285 (June 28, 2011). No delegate or alternate will be required to use his or her vacation time to participate in the Convention.

#### **IV. Regional Assembly of Delegates**

A delegate or alternate delegate who has internet connectivity and hardware (computer, tablet, smartphone) adequate to participate in the Convention from their residence may choose to participate from that location. A Local Union may not *require* a delegate or alternate delegate to travel to any location in order to participate in the Convention.<sup>2</sup>

However, a Local Union, acting separately or in conjunction with other Local Unions, may authorize its delegates to meet in person and arrange space for them to participate in the virtual Convention in a group setting. Local Unions that authorize delegates to participate in a group meeting option must restrict groupings to Local Unions in related geographic areas (a rule of reason should guide these decisions: examples of proximate geographic groupings include but are not limited to Local Unions in the same Joint Council, the same Regional Conference, or in the same or contiguous states), and must arrange the group meeting in a geographic area that is in reasonable proximity to the participating Local Unions in order to minimize expenses. This *Advisory* does not authorize, for example, Local Unions in the Eastern Region to band together and send delegates to Las Vegas for the virtual Convention.

Any Local Union that authorizes its delegates to meet in person must provide notice of that authorization on a non-discriminatory basis to all its delegates and alternate delegates.

Any Local Union that authorizes a group setting must, on a non-discriminatory basis, pay delegates' expenses for those who utilize the group setting, including actual cost of travel (with mileage reimbursement not to exceed the rate paid by the Local Union in conducting its business), hotel expense, and per diem for the locality.<sup>3</sup> A Local Union is required to pay these same expenses for alternates where the Local Union plan made that commitment.

---

<sup>2</sup> If a delegate's or alternate's residence lacks equipment or internet service adequate to participate in the Convention, the Local Union shall provide the necessary facilities by, for example, allowing use of the Local Union office for Convention business. If such an arrangement involves travel of 50 miles or less (one way) the delegate or alternate may claim mileage expense, but the Local Union is not required to provide hotel or per diem expense.

<sup>3</sup> IRS per diem rate for meals and incidental expenses ranges from \$55 to \$76 per day,

Local Unions authorizing their delegates to gather in a group setting shall reimburse actual hotel expenses incurred for three nights for any assembly in the Eastern and Central time zones, and for four nights in any time zones west of the Central time zone. The per diem allowance shall be for four days for any assembly in the Eastern and Central time zones, and for four and one-half days in any time zones west of the Central time zone. A delegate or alternate who exercises their right not to participate in the Convention at a regional assembly is not entitled to receive the associated reimbursement for travel, hotel or per diem allowance.

The rental expense, if any, of the venue hosting the group setting must be paid by the Local Union or the IBT subordinate unit that is hosting/organizing the group meeting and not by the delegates. If the Local Union joins with other Local Unions to pay the venue rental expense, the expense must be shared on a basis agreed to by the participating Local Unions in advance of the meeting.

Where a Local Union has not authorized its delegates to meet in person and participate in the virtual Convention in a group setting, the Local Union cannot be compelled to pay the travel, lodging, and per diem expenses identified in this section, even where delegates from that Local Union voluntarily choose to participate in the Convention as a group.

**V. The Local Union's Obligation to Certify Attendance at Convention as Official Union Business**

Participation in the Convention is official union business; it is not a vacation or a holiday. All Local Union officers must, as is required or appropriate under their collective bargaining agreement(s), certify to the employers of the delegates and alternates that such members are entitled to time off from work to participate in the Convention as official union business.

**VI. Guests**

The LMRDA prohibits the use of union funds except for the benefit of the organization and its members. It is a misuse of union funds for Local Unions to pay the expenses of spouses or family members in connection with Convention participation (unless the spouse or family members are elected Convention delegates).

A Local Union that sponsors a regional assembly of Convention delegates may reimburse expenses of guests at that gathering if the person's attendance is reasonably related to the business of the Convention, *and* the Local Union has *either* paid

---

depending on the locality, and Local Unions should follow that guidance in setting a minimum rate. Local Unions may provide a per diem greater than the IRS rate, but cannot authorize a per diem amount that exceeds \$130. For an amount greater than the IRS rate a Local Union can place restrictions on the additional amount, such as requiring receipts to document expenses and the return of any unspent amounts. Local Unions will report total per diem amounts to the IRS. Delegates and alternates are responsible for keeping any records relating to these expenses as necessary for their own tax filings.

expenses for all of its delegates and alternates *or* received a voluntary, written waiver of reimbursement from any delegate or alternate electing to participate in the convention from their residence.

The *2021 Election Rules* do not prohibit spouses or other family members from accompanying a delegate or alternate delegate to a regional assembly, but the union cannot pay for any travel, meals, or other expenses of those persons. Expenses of spouses or other family members must be paid personally by the individuals, not by the union.

**VII. Payment of Expenses for Delegates and Alternate Delegates Representing Merged Locals No Longer in Existence**

If a merger of two or more Local Unions becomes effective after the delegate election process begins at any of the Local Unions involved, the membership of each Local Union will nominate and elect delegates separately pursuant to each Local Union's approved election plan. Elected delegates and alternates will be certified and ranked separately at the Convention for each Local Union. The surviving Local Union will be responsible for paying Convention expenses of the delegates (and alternates, if applicable) representing both the merged and surviving locals.

**VIII. Compliance with this Advisory**

The subject of delegate Convention expenses is governed by Article III, Section 3 of the *2021 Election Rules*, by Article III, Sections 2 and 4 of the IBT Constitution, and by this *Advisory*. The Election Supervisor will view a Local Union's refusal to pay the Convention expenses of its delegates (and alternates, if applicable), or discrimination among the delegate complement in any support provided (for example, office use or computer equipment) as a serious violation of the *2021 Election Rules*.

All Local Unions and all elected delegates and alternates are strongly encouraged to cooperate with one another to effectuate the expense reimbursement policies set forth in this *Advisory*. Anyone with questions concerning these matters should contact the Office of the Election Supervisor at 1-844-428-8683 or [electionsupervisor@ibtvote.org](mailto:electionsupervisor@ibtvote.org).

Dated: May 6, 2021  
Washington, D.C.

  
Richard W. Mark  
Election Supervisor