



OFFICE OF THE ELECTION OFFICER
% INTERNATIONAL BROTHERHOOD OF TEAMS
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Michael H Holland
Election Officer

December 7, 1990

Chicago Office
% Cornfield and Feldman
343 South Dearborn Street
Chicago, IL 60604
(312) 922 2800

VIA UPS OVERNIGHT

William Runyan
382 S Briner Road
Marion, Indiana 46953

Bobby J Andrews
811 Mason Boulevard
Marion, Indiana 46953

Gary L Gregory
9601 Bakeway Drive
Indianapolis, Indiana 46203

John L. Neal
President
IBT Local Union 135
1233 Shelby Street
Indianapolis, Indiana 46203

Jim Long
Shop Steward
IBT Local Union 135
1233 Shelby Street
Indianapolis, Indiana 46203

Re: Election Officer Case Nos. P-049-LU135-SCE
P-052-LU135-SCE
P-069-LU135-SCE
P-068-LU135-SCE

Gentlemen:

Four pre-election protest have been filed pursuant to the *Rules for the IBT International Union Delegate and Officer Election*, revised August 1, 1990 ("Rules"). These protests were filed by three members of Local Union 135, Bobby J Andrews, Gary L Gregory and William Runyan, against Local Union 135 and one of its shop stewards, who is also a member of the incumbent Local Union officers' slate for delegate and alternate delegate to the 1991 IBT International Convention. Each of these protests was investigated by the Election Officer Regional Coordinator, and in each case the Election Officer finds a violation of the rule and imposes an appropriate remedy for each violation. In addition, the investigation of these protests revealed a consistent pattern by the Local Union of abusing the rights of its members under the Consent Decree and the *Rules*. On the basis of this finding, the Election Officer imposes additional sanctions against the Local Union to remedy the impact of this pattern of *Rules* violations and to deter the union from future violations.

In the first protest, Election Officer Case No P-049-LU135-SCE, the complainant, Bobby J Andrews, alleges that the Local Union canceled its nonprofit bulk rate mailing permit to deny access by opposition candidates to use of the permit

for campaign related mailings. The investigation of this protest revealed that the Local Union had canceled its standard bulk rate permit because it had engaged the services of a mailing service for its bulk mailings. The Local Union did not cancel its nonprofit status entitling it to a lower bulk mailing rate. The use of the standard bulk mailing permit is available to the complainants through the Local Union's mailing service. However, the Local Union has refused to permit the complainants to use its nonprofit status. It costs almost twice as much to mail materials by standard bulk rate than by non-profit bulk rate, *i.e.*, \$ 167 for standard bulk rate and \$ 084 for bulk rate for a non-profit entity.

The Local Union attempts to justify this refusal by stating that postal regulation requires that the return address of the nonprofit entity, *i.e.*, Local Union 135, to appear on the envelope. The Local Union argues that its address on the outside of the envelope will create the appearance that the campaign mailing is endorsed by the union. The union has been informed that the complainant is willing to place a disclaimer on the outside of the envelope. However, the Local Union continues in its refusal without any reason given to authorize use of its non-profit status for the distribution of campaign literature. The investigation of this protest revealed that the Local Union has used its non-profit mailing status for a wide variety of purposes, including the endorsement of political candidates and the distribution of insurance information.

The *Rules* require that the Union shall honor requests for distribution of campaign literature, to the extent permitted by postal regulations, through the use of a non-profit organization bulk-rate permit used by the Local Union. Article VIII, § 6(a)(3). The argument advanced by the Local Union for denying the complainant's use of the Union's nonprofit mailing status was anticipated by the *Rules*. The *Rules* clearly state the "[a]ll literature distributed through use of the non-profit organization bulk-rate permit shall clearly state that it is campaign literature, the contents of which are not endorsed by the Union". *Rules, Id.* The Local Union's refusal to authorize the use of its non-profit mailing status for the distribution of campaign materials, including an appropriate disclaimer on the envelope, is violative of the *Rules*. The Election Officer orders that the Local Union take the action detailed at the conclusion of this letter to remedy this violation.

The second pre-election protest, Election Officer Case No. P-052-LU135-SCE, was filed by William Runyan. Mr. Runyan alleges that a Local Union shop steward and candidate for delegate to the 1991 IBT Convention, Jim Long, removed campaign literature from a bulletin board at his work place. The Election Officer's investigation revealed the following:

William Runyan is an employee of Holland Motor Express at its Alexandria, Indiana terminal. Jim Long is his shop steward. The employer maintains a bulletin board in an employee work room at the Alexandria terminal. That bulletin board, although labeled a "union" bulletin board, has traditionally been used by employees for

posting announcements, "for sale" signs, items cut out from newspapers, and the like. Recently, an employee posted an item from a newspaper concerning the recent political elections. The complainant posted Ron Carey campaign materials on the bulletin board and those materials were removed by Long. Mr. Long states that he is enforcing a Local Union policy prohibiting the posting of campaign related materials on Local Union bulletin boards.

The Election Officer finds that the bulletin board in the break room at the employer's Alexandria terminal is, as a result of past practice, a general purpose bulletin board open to posting by employees. Because the employees had a prior right to post on that board, it was a violation of the *Rules* for Mr. Long to remove the campaign material posted by the complainant. *Rules*, Article VIII, § 10 (d), see also, e.g., Hall v. Local 270, 90-Elec. App.-1 (October 4, 1990). The Election Officer orders the relief set forth below to remedy this violation of the *Rules*.

The third pre-election protest, Election Officer Case No P-068-LU135-SCE, was filed by Gary L. Gregory against Local Union 135. In his protest Mr. Gregory alleges that the Local Union is violating the *Rules* by failing to make collective bargaining agreements available for inspection and note taking on a "reasonable basis". The Election Officer's investigation revealed the following.

Mr. Gregory filed a previous protest regarding access to the collective bargaining agreements covering members of Local Union 135. That protest arose out of the Local Union's statement that they would only make agreements available at ten regional offices throughout the state of Indiana. The Election Officer held that the Local Union was required to make the agreements available on a reasonable basis and that forcing a candidate to travel to ten locations spread throughout the state of Indiana was unreasonable. The Local Union appealed the Election Officer's determination to the Independent Administrator who held the determination, ordering the union to make all agreements available for inspection at its principal office in Indianapolis.

Pursuant to the order of the Independent Administrator, the complainant gave the Local Union notice of his intent to inspect the agreements 24 hours in advance. He also informed the union that he would be accompanied by a number of other members. When the complainant and the other members arrived at the union hall, they were informed by the Local Union Secretary/Treasurer that each of the members would have to give individual twenty-four notice, and that the total number of individuals permitted to inspect the agreements at one time would be limited to four. The members accompanying the complainant left without inspecting the agreements. When the complainant was permitted to inspect the agreements he was subject to considerable delays in reviewing the agreements as a result of procedures established by the Local Union. The union assigned a single staff person to retrieve agreements, to check them off a list of employers (which the union calls a "contract survey"), and return them when the complainant and his fellow members were finished reviewing the agreements. For

example, October 22, 1990, the complainant was at the Local Union hall between 8 15 a m and 11.40 a.m , and was forced to wait a total of 1 hour and 15 minutes while agreements were checked out, retrieved, and returned.

The Election Officer finds that the requirement of individual notice for each member of a group of candidates, or their supporters to view collective bargaining agreements is unreasonable. A representative of the group can inform the Local Union when and how long they will be at the Local Union hall for inspecting agreements. Similarly, the restriction here involved on the number of members who can inspect the agreements is unreasonable, given the fact that the Local Union hall can accommodate large numbers of individuals and is customarily use for large meetings. Finally, the procedures for reviewing the agreements are unnecessarily burdensome and appear to be designed, like the other requirements imposed by the Local Union, to frustrate the complainants' exercise of rights guaranteed by the *Rules* and the full implementation of the order of the Independent Administrator in his prior protest.

The final protest considered in this decision, Election Office Case No. P-069-LU135-SCE, was filed by Bobby J. Andrews. In his protest, Mr Andrews alleges that Local Union 135 shop steward and delegate candidate Jim Long threatened and coerced Andrews and other members of Local Union 135 in the parking lot of Holland Motor Express. The Election Officer's investigation revealed the following.

In a confrontation in the parking lot of Holland Motor Express on the morning of November 26, 1990, Long told several employees that they owed their jobs to the current incumbents of the IBT and that if he had his way the employees would not be there now and that he would do every thing he could to get them fired. Long also accused Andrews of being responsible for all the trouble in the union. The Election Officer construes Long's statements as chilling of the rights of IBT members to exercise political rights guaranteed by the *Rules*, Article VIII, § 10 (a). In addition, the statements made to Andrews were either intended to chill him in the exercise of his political rights or in retaliation for his filing of his earlier charge. The Election Officer concluded that Long's statements were intended to, and did, chill IBT members in the exercise of their rights guaranteed by the *Rules*. In order to remedy this violation of the *Rules*, the Election Officer orders the relief described below

The Election Officer hereby orders, as a remedy for the violations of the *Rules* found in Case No P-049-LU135-SCE, the following relief.

1. Local Union 135 shall cease and desist from denying the complainant, or any candidates for delegate or alternate delegate, access to the Local Union's non-profit mailing status for the distribution of campaign literature, provided that such literature has the appropriate disclaimer on the outside of the envelope;

2 Local Union 135 shall inform all announced candidates for delegate and alternate delegate of the existence of its non-profit mailing status and its availability for the distribution of campaign material.

The Election Officer hereby orders, as a remedy for the violations of the **Rules** found in Case No. P-052-LU135-SCE, the following relief:

1 Jim Long shall cease and desist from removing, or having removed, any campaign literature for the bulletin board in the break room of the Alexandria terminal of Holland Motor Express;

2. Jim Long shall sign and post the attached notice on the bulletin board in the breakroom of the Alexandria terminal of Holland Motor Express, such notice shall remain posted through the election of International Officers of the IBT.

The Election Officer hereby orders, as a remedy for the violations of the **Rules** found in Case No. P-068-LU135-SCE, the following relief:

1 Local Union 135 shall within 5 days of the date of this decision, provide to the complainant, and upon request to any other announced candidate for delegate and alternate delegate, copies of its "contract survey" which the Local Union has acknowledged it maintains. To the extent that this survey contains any information regarding works sites, numbers of employees of each employer or at each site, or the like, this additional information shall also be provided.

As stated above, the Election Officer concludes that the forgoing violations of the **Rules** evidence a consistent pattern of contempt for the **Rules** and the rights of IBT members that the **Rules** are intended to protect. Evidence of this pattern includes, in addition to the violations discussed herein, the fact that Mr. Andrews had to file a protest with the Election Officer before the Local Union would give him any information about the costs of mailing campaign materials. Moreover, when the Local Union finally provided the information, after the intervention of the Election Office Regional Coordinator, the Local Union told Andrews that he could use the non-profit bulk mail rate of 8 4c. See, letter of October 19, 1990 from Local Union Secretary-Treasurer, Danny L. Barton, to Bobby Andrews. The Local Union now refuses to permit the use by Andrews of its non-profit mailing status. Similarly, Mr. Gregory was forced to file a protest to secure reasonable access to the agreements covering his fellow members of Local Union 135. Even after a determination by the Election Officer and an Order from the Independent Administrator, Local Union 135 persists in imposing unreasonable burdens on Mr. Gregory's inspection of these agreements.

Because of this pattern, and the concern of the Election Officer that this pattern will continue, the Election Officer is ordering certain additional relief as a remedy for the Local Union's conduct. These additional remedies include the following

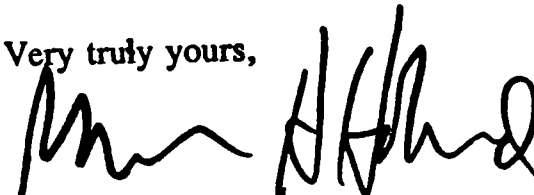
1. Local Union 135, its officers and agents, shall cease and desist from the conduct described herein and any similar violations of the right of IBT members under the *Rules*,

2. The complainants herein, who are members or supporters of a slate of candidates for the position of delegate and alternate delegatee to the 1991 IBT International Convention, shall be permitted a single mailing of campaign material, at the expense of Local Union 135, to all members of Local Union 135. This mailing shall not exceed two 8.5 by 11 inch pages and may be printed on both sides of the page for a total of four pages of material. The complainants shall deliver the material to be distributed, copy ready, to the Local Union, and will be given an opportunity to observe the production and mailing of the literature. The mailing shall be made within fourteen days of the Local Union's receipt of the material or at such other time as is agreeable to the parties. This campaign literature may, at the option of Local Union 135, be mailed through utilization of the non-profit bulk rate permit of Local Union 135.

To insure compliance with these orders, Local Union 135 and Jim Long shall file with the Election Officer an affidavit setting forth in detail their compliance with the orders of the Election Officer within ten days of their dates for compliance.

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

cc. Frederick B Lacey, Independent Administrator, IBT
Peggy Hillman, Regional Coordinator

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% INTERNATIONAL BROTHERHOOD OF TEAMSTERS
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Michael H Holland
Election Officer

Chicago Office
% Cornfield and Feldman
343 South Dearborn Street
Chicago, IL 60604
(312) 922-2800

**NOTICE TO TEAMSTER MEMBERS
FROM IBT LOCAL UNION 135**

You have the right to participate in campaign activities on behalf of candidates for delegate and alternate delegate to the 1991 IBT Convention.

You have the right to participate in campaign activities on behalf of candidates for International Office in the IBT.

Each candidate for delegate or International Officer, or their credentialed representative, may, upon request, inspect and make notes from collective bargaining agreements covering members of Local Union 135.

Each candidate is entitled to use, at their own expense, the Local Union's non-profit bulk mail status for the distribution of campaign literature. Such literature shall contain a disclaimer on the outside of the envelope stating "Campaign literature not endorsed by the Union".

You have a right to file a protest with Election Officer Michael H. Holland alleging a violation of these rights or any other right set forth in the Rules for the IBT International Union Delegate and Officer Election, revised August 1, 1990 ("Election Rules").

We will not interfere with your exercise of these rights or with any other rights of IBT members under the Election Rules.

JOHN L. NEAL
President, IBT Local Union 135

This is an official notice and must remain posted for thirty consecutive days from the first day of posting, and must not be altered, defaced, or covered by any other material.

OFFICE OF THE ELECTION OFFICER
% INTERNATIONAL BROTHERHOOD OF TEAMSTERS
25 Louisiana Avenue, NW
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Michael H Holland
Election Officer

Chicago Office
% Cornfield and Feldman
343 South Dearborn Street
Chicago, IL 60604
(312) 922 2800

NOTICE TO TEAMSTER MEMBERS

FROM JIM LONG, SHOP STEWARD, IBT LOCAL UNION 135

You have the right to participate in campaign activities on behalf of candidates for delegate and alternate delegate to the 1991 IBT Convention.

You have the right to participate in campaign activities on behalf of candidates for International Office in the IBT.

You have the right to post campaign literature concerning the nominations and election of delegates and International Officers of the IBT on the bulletin board located in the break room at the Alexandria Terminal of Holland Motor Express.

You have a right to file a protest with the Election Officer Michael H. Holland if you believe that these rights, or any other rights contained in the Rules for the International Union Delegate and Officer Election, revised August 1, 1990 ("Election Rules") have been violated.

You have the right to participate in campaign activities and to file protest with the Election Officer free from any interference restrain or coercion.

I will not interfere with your exercise of these rights or with any other rights of IBT members under the Election Rules.

JIM LONG
Shop Steward, IBT Local Union 135

This is an official notice and must remain posted for thirty consecutive days from the first day of posting, and must not be altered, defaced, or covered by any other material.

IN RE:

ROBERT J. ANDREWS, WILLIAM RUNYAN,
and GARY L. GREGORY,

COMPLAINANTS,

and

LOCAL UNION 135, and JIM LONG,

RESPONDENTS.

DECISION OF THE
INDEPENDENT
ADMINISTRATOR

This matter arises out of a December 7, 1990, decision of the Election Officer on four separate pre-election protests (P-049-LU135-SCE; P-052-LU135-SCE; P-069-LU135-SCE; and P-068-LU135-SCE). Local 135 ("the Local") filed an appeal from each of these decisions. A hearing was held before me by way of teleconference on December 14, 1990. At that hearing, the following persons were heard: John Sullivan, on behalf of the Election Officer; Peggy Hillman, the Regional Coordinator; John Neal, the President of the Local; Edward J. Fillenworth, Esq., the Local's attorney; Respondent Jim Long; and Robert J. Andrews, William Runyan and Gary L. Gregory, the Complainants.

1. P-049-LU135-SCE

In the first protest, Election Officer Case No. P-049-LU135-SCE, the complainant, Robert J. Andrews, alleges that the Local cancelled its nonprofit bulk rate mailing permit to deny access by opposition candidates to the permit for campaign related mailings. The Election Officer's investigation of this protest revealed that the Local had cancelled its standard bulk rate permit because it

had hired a mailing service for its bulk mailings. The Local did not cancel its nonprofit status entitling it to a lower bulk mailing rate. The use of the standard bulk mailing permit is available to the complainant through the Local's mailing service. However, the Local has refused to permit the complainant to use its nonprofit status. It costs almost twice as much to mail materials by standard bulk rate than by nonprofit bulk rate, i.e., \$.167 for standard bulk rate and \$.084 for bulk rate for a nonprofit entity.

The Local attempts to justify its aforesaid refusal by stating that postal regulations require that the return address of the nonprofit entity, i.e., the Local, appear on the envelope. The Local argues that its address on the outside of the envelope will create the appearance that the campaign mailing is endorsed by the Local. The Local has been informed that the complainant is willing to place a disclaimer on the outside of the envelope. However, the Local, without giving any reason, continues in its refusal to authorize use of its nonprofit status for the distribution of campaign literature. The investigation of this protest revealed that the Local has used its nonprofit mailing status for a wide variety of purposes, including the endorsement of political candidates and the distribution of insurance information.

The Election Rules require that the Local shall honor requests for distribution of campaign literature, to the extent permitted by postal regulations, through the use of a nonprofit organization bulk rate permit used by the Local. Article VIII, §6(a)(3). The argument advanced by the Local for denying the complainant's use

of its nonprofit mailing status was anticipated by the Election Rules. The Rules clearly state that "[a]ll literature distributed through use of the nonprofit organization bulk-rate permit shall clearly state that it is campaign literature, the contents of which are not endorsed by the Union." Ibid.

The Election Officer's findings of fact and conclusions of law are well founded. Accordingly, I agree with the Election Officer's finding that the Local's refusal to authorize the use of its nonprofit mailing status for the distribution of campaign materials, including an appropriate disclaimer on the envelope, is violative of the Election Rules. At the hearing before me, the Local adopted the position that they were not challenging the Election Officer's determination, but were merely seeking a clarification since the the complainant's request required conduct inconsistent with the Local's past practice. The Local's contention that it was merely seeking a clarification is not credible. At no time did it contact the Election Officer seeking such clarification.

2. P-052-LU135-SCE

The second election protest, Election Officer Case No. P-052-LU135-SCE, was filed by William Runyan. Mr. Runyan alleges that a Local shop steward and candidate for delegate to the 1991 IBT Convention, Jim Long, removed campaign literature from a bulletin board at his work place. The Election Officer's investigation revealed the following:

William Runyan is an employee of Holland Motor Express at its Alexandria, Indiana, terminal. Jim Long is his shop steward. The employer maintains a bulletin board in an employee work room at the Alexandria terminal. That bulletin board, although labeled a "union" bulletin board, has traditionally been used by employees for posting announcements, "for sale" signs, items cut out from newspapers, and the like. Recently, an employee posted an item from a newspaper concerning the recent political elections. The complainant posted Ron Carey campaign materials on the bulletin board and those materials were removed by Mr. Long. Mr. Long states that he is enforcing a Local policy prohibiting the posting of campaign related materials on Local bulletin boards.

I agree with the Election Officer's finding that the bulletin board in the break room at the employer's Alexandria terminal is, as a result of past practice, a general purpose bulletin board open to posting by employees. Because the employees had a prior right to post on that board, it was a violation of the Election Rules for Mr. Long to remove the campaign material posted by the complainant. Election Rules, Article VIII, §10(d). See also, e.g., Hall v. Local 270, 90-Elec. App.-1 (October 4, 1990). At the hearing the Local again stated that it was simply acting consistently with its past practice and was merely waiting for a clarification from the Election Officer. Once again, the position of the Local that it was merely waiting for a clarification is not credible, given that it never requested a clarification from the Election Officer.

3. P-068-LU135-SCE

The third election protest, Election Officer Case No. P-068-LU135-SCE, was filed by Gary L. Gregory. In his protest, Mr. Gregory alleges that the Local is violating the Election Rules by failing to make collective bargaining agreements available for inspection and note taking on a "reasonable basis." The Election Officer's investigation revealed the following:

Mr. Gregory filed a previous protest regarding access to the collective bargaining agreements covering members of the Local. That protest arose out of the Local's statement that they would only make agreements available at its ten regional offices throughout the state of Indiana. The Election Officer determined that the Local was required to make the agreements available on a reasonable basis and that forcing a candidate to travel to ten locations spread throughout the state of Indiana was unreasonable. The Local appealed the Election Officer's determination. The Independent Administrator upheld the Election Officer's ruling, ordering the Local to make all agreements available for inspection at its principal office in Indianapolis. In Re: Gary Gregory and IBT Local Union 135, et al, 90-Elec. App.-7 (November 2, 1990).

Pursuant to the November 2, 1990, order, the complainant gave the Local notice of his intent to inspect the agreements 24 hours in advance. He also informed the Local that he would be accompanied by a number of other members. When the complainant and the other members arrived at the Union hall, they were informed by the Local's Secretary/Treasurer that each individual member would

have to give separate twenty-four-hour notice, and that the total number of individuals permitted to inspect the agreements at one time would be limited to four. The members accompanying the complainant left without inspecting the agreements. When the complainant was permitted to inspect the agreements, he was subject to considerable delays in reviewing the agreements as a result of procedures established by the Local. The Local assigned a single staff person to retrieve agreements, to check them off a list of employers (which the Union calls a "contract survey"), and return them when the complainant was finished reviewing the agreements. For example, on October 22, 1990, the complainant was at the Local union hall between 8:15 a.m. and 11:40 a.m., and was forced to wait a total of 1 hour and 15 minutes while agreements were checked out, retrieved, and returned.

I once again agree with the Election Officer's finding that the requirement of individual notice for each member of a group of candidates, or their supporters to view collective bargaining agreements is unreasonable and unacceptable. A representative of the group can inform the Local when and how long they will be at the Local's hall for inspecting agreements. Similarly, the restriction here involved on the number of members who can inspect the agreements is unreasonable, given the fact that the Local's hall can accommodate large numbers of individuals and is customarily used for large meetings. Finally, the procedures for reviewing the agreements are unnecessarily burdensome and appear to be designed, like the other requirements imposed by the Local,

to frustrate the complainant's exercise of rights guaranteed by the Election Rules and the full implementation of the prior order of the Independent Administrator.

4. P-069-LU135-SCE

The final protest considered in this decision, Election Officer Case No. P-069-LU135-SCE, was filed by Robert J. Andrews. In his protest, Mr. Andrews alleges that Local shop steward and delegate candidate Jim Long threatened and coerced him and other members of the Local in the parking lot of Holland Motor Express. The Election Officer's investigation revealed the following:

In a confrontation in the parking lot of Holland Motor Express on the morning of November 26, 1990, Mr. Long told several employees that they owed their jobs to the current incumbents of the IBT and that if he had his way, the employees would not be there now. Mr. Long further stated that he would do everything he could to get them fired. Mr. Long also accused Mr. Andrews of being responsible for all the trouble in the union. At the hearing, Mr. Long advanced a different version of the events. The Regional Coordinator, however, stated that during her investigation she did not find Mr. Long credible and, in fact, she noted that he was unable to recall, with any particularity, any details of the events when she first interviewed him. I find the Election Officer's findings of fact well founded and will not disturb them.

The Election Officer construes Mr. Long's statements as chilling the rights of IBT members to exercise political rights guaranteed by the Election Rules, Article VIII, §10(a). In

addition, the Election Officer asserts that the statements made to Mr. Andrews were either intended to chill him in the exercise of his political rights or were made in retaliation for his filing of his earlier charge. The Election Officer is once again correct in his conclusion that Mr. Long's statements were intended to, and did, chill IBT members in the exercise of their rights guaranteed by the Election Rules.

5. The Remedy To Be Imposed

Having affirmed the Election Officer's findings and conclusions in all respects regarding all four protests, I order the following:

A. The Local shall cease and desist from denying Robert J. Andrews, or any candidates for delegate or alternate delegate, access to the Local's nonprofit mailing status for the distribution of campaign literature, provided that such literature has the appropriate disclaimer, as described in the Election Rules, on the face of the envelope;

B. The Local shall, within 5 days of this decision, write to all announced candidates for delegate and alternate delegate positions, informing them of the existence of its nonprofit mailing status and its availability for the distribution of their campaign material. In the future, if any additional Local member announces his/her candidacy for delegate or alternate delegate, an identical written notice shall immediately be sent to such candidate(s).

C. Mr. Jim Long, and any other Local member or officer that might contemplate doing so, shall cease and desist from removing, or having removed, any campaign literature from the bulletin board in the breakroom of the Alexandria terminal of Holland Motor Express.

D. John Neal shall sign and post the attached notice, entitled "Notice To Teamster Members At The Alexandria Terminal," on the bulletin board in the breakroom of the Alexandria terminal of Holland Motor Express- and such notice shall remain posted through the election of International Officers of the IBT.

E. Given that the Local is unwilling to comply with the Election Rule regarding the right of announced candidates for delegate and alternate delegate to inspect and make notes from collective bargaining agreements, the Local shall, within 10 days of the date of this decision, create a list of all the sites and addresses where any and all of its members work. Such work site list shall be arranged in alphabetical order by employer name. To the extent work site information cannot be provided for certain "construction sites," the principal office of the construction company employer shall be provided instead. Such work site list shall be provided to Gary L. Gregory and, upon request, to any other announced candidate for delegate and alternate delegate. Said list shall also be provided, upon request, to any member who announces his or her candidacy in the future. The limitations found in Article VIII, Section 1.d. of the Election Rules concerning the use of such lists shall be fully applicable.

As stated above, the Election Officer concluded that the foregoing violations of the Rules evidenced a consistent pattern of contempt for the Rules and the rights of IBT members that the Rules are intended to protect. Evidence of this pattern includes, in addition to the violations discussed herein, the fact that Mr. Andrews had to file a protest with the Election Officer before the Local would give him any information about the costs of mailing campaign materials. Moreover, when the Local finally provided the information, after the intervention of the Election Officer's Regional Coordinator, the Local told Mr. Andrews that he could use the nonprofit bulk mail rate of \$.084. The Local then refused to permit Mr. Andrews to use its nonprofit mailing status. Similarly, Mr. Gregory was forced to file a protest to secure reasonable access to the agreements covering his fellow members of the Local. Even after a determination by the Election Officer, and an order from the Independent Administrator, the Local persisted in imposing unreasonable burdens on Mr. Gregory's inspection of these agreements. Accordingly, I agree with the Election Officer's characterization of these incidents as "a consistent pattern of contempt for the Election Rules."

Because of this pattern, and the concern that this pattern will continue, I order certain additional relief as a remedy for the Local's conduct, as follows:

A. The Local, its officers and agents, shall cease and desist from the conduct described herein and any similar violations of the rights of IBT members under the Election Rules.

B. The complainants herein shall join together in preparing one mailing to the Local's membership.' That mailing shall be made at the expense of the Local, to all members of the Local. This mailing shall not exceed two 8.5 inch by 11 inch pages and may be printed on both sides of the page for a total of four pages of material. The complainants shall deliver the material to be distributed, copy ready, to John Neal at the Local's office, and they will be given an opportunity to observe the production and mailing of the literature. The mailing shall be made within fourteen days of Mr. Neal's receipt of the material or at such other time as is agreeable to the parties. This campaign literature shall be mailed through utilization of the nonprofit bulk rate permit of the Local with the appropriate disclaimer, as described in the Election Rules, appearing on the face of the envelope.

C. The members of the Executive Board of the Local, and Mr. Jim Long, shall personally bear the costs associated with this appeal, including any reasonable attorneys fees incurred by the Local. The members of the Executive Board of the Local and Mr. Long may apportion the costs between themselves as they see fit.

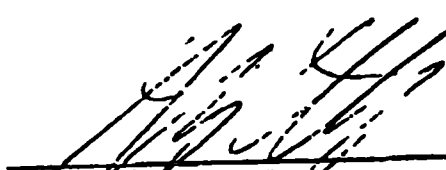
D. John Neal, President of the Local, shall sign and post the attached notice, entitled "Notice to Teamster Members," on all the Local's bulletin boards at all the Local's work sites (to the extent such bulletin boards exist at such sites), as well as the

' At the hearing, the complainants agreed that they were politically aligned and had no objection to a single mailing.

bulletin board(s) in the Local's union hall, and such notice shall remain posted until certification of the election results of International Officers by the Election Officer.

E. A copy of this decision shall also be posted on all the Local's bulletin boards at all the Local's work sites (to the extent such bulletin boards exist at such sites), as well as the bulletin board(s) in the Local's union hall. This decision shall remain posted until certification of the election results of International Officers by the Election Officer.

F. To insure compliance with these orders, John Neal shall file with the Election Officer an affidavit setting forth in detail the Local's compliance with each of these directions within ten days of the dates required for compliance.



Frederick B. Lacey
Independent Administrator
By Stuart Alderoty, Designee

Dated: December 18, 1990

**NOTICE TO TEAMSTER MEMBERS
AT THE ALEXANDRIA TERMINAL
FROM JOHN L. NEAL, PRESIDENT, IBT LOCAL UNION 135**

You have the right to post campaign literature concerning the nominations and election of delegates and International Officers of the IBT on the bulletin board located in the breakroom at the Alexandria terminal of Holland Motor Express.

**JOHN L. NEAL
President, IBT Local Union 135**

This is an official notice and must remain posted until certification of the election results of International Officers by the Election Officer and must not be altered, defaced or covered by any other material.

NOTICE TO TEAMSTER MEMBERS

FROM JOHN L. NEAL, PRESIDENT, IBT LOCAL UNION 135

You have the right to participate in campaign activities on behalf of candidates for delegate and alternate delegate to the 1991 IBT Convention.

You have the right to participate in campaign activities on behalf of candidates for International Office in the IBT.

Each candidate for delegate or International Officer, or their credentialed representative, may, upon request, inspect and make notes from collective bargaining agreements covering members of Local Union 135.

Each candidate is entitled to use, at his/her own expense, the Local Union's nonprofit bulk mail status for the distribution of campaign literature. Such literature shall contain a disclaimer on the face of the envelope stating "Campaign Literature -- Not Endorsed By The Union."

You have a right to file a protest with the Election Officer Michael H. Holland alleging a violation of these rights or any other right set forth in the Rules for the IBT International Union Delegate and Officer Election, revised August 1, 1990 ("Election Rules").

We will not interfere with your exercise of these rights or with any other rights of IBT members under the Election Rules.

JOHN L. NEAL
President, IBT Local Union 135

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