



OFFICE OF THE ELECTION OFFICER  
% INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
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January 9, 1992

**VIA UPS OVERNIGHT**

Pat Miraglio  
Secretary-Treasurer  
IBT Local Union 439  
1531 East Fremont  
Stockton, CA 95201

Carla Viramontes  
1333 Todd Street  
Manteca, CA 95336

**Re: Election Office Case No. P-1136-LU439-CCV**

Dear Mr. Miraglio and Ms. Viramontes:

A protest was filed pursuant to Article XI of the *Rules for the IBT International Union Delegate and Officer Election*, revised August 1, 1990 ("Rules") by Pat Miraglio on behalf of IBT Local Union 439. In that protest, Mr. Miraglio alleges that Carla Viramontes, the Recording Secretary of Local Union 439 and one of the Local Union's delegates to the 1991 IBT International Union Convention, violated the *Rules* with respect to certain charges and requests for reimbursements for expenses incurred at the IBT Convention. This case is related to Election Office Case No. P-1021-LU439-CCV, aff'd as modified, 91-Elec. App.-229 (SA), holding that the Election Officer has exclusive jurisdiction to determine disputes concerning Convention expenses. This protest was investigated by Regional Coordinator Donald E. Twohey.

In the protest, dated November 29, 1991, Mr. Miraglio states that the following expenses incurred by Ms. Viramontes are still in question: "all servibar charges, especially the last single \$45.40 charge of Friday, June 28, 1991; tips to the hotel maid in the amount of \$24.00"

As described in the Election Officer's November 13, 1991 determination in Election Office Case No. P-1021-LU439-CCV, Local Union 439 paid for the airfare and lodging expenses of its delegates to the IBT Convention in conformity with the Election Officer's Advisory On Convention Expenses, dated April 19, 1991. However, rather than advancing delegates \$130 a day for expenses as directed by the Advisory, the Local Union apparently provided two of its four delegates who were also the full-time Local Union officers, President Bob Gamaza and Secretary-Treasurer Pat Miraglio, with expense money and then Miraglio provided the remaining two delegates, Ms. Viramontes and Ms. Jean Hardy, with expense money on an "as needed" basis. In addition, the Local Union 439 delegates had most of their meals together with the bill paid for all the delegates by Miraglio.

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Ms. Viramontes was given \$50 for expenses on June 22, 1991 soon after her arrival in Orlando. She was reminded by Secretary-Treasurer and fellow delegate Pat Miraglio of her obligation to keep receipts for all expenses and that she could get more money if she needed it. Ms. Viramontes requested and received an additional \$50 the following day. Viramontes received no addition advances of cash during her stay at the Convention.

At the Orlando airport on their way home from the Convention, Viramontes and Miraglio had a conversation about Viramontes' complaints that the Local Union should have advanced all of its delegates \$130 in per diem to cover out of pocket expenses. Ms. Viramontes complained that as a result of the Local Union's failure to provide a per diem advance she was forced to pay substantial expenses incurred by her during the Convention with her own money. Mr. Miraglio stated that the Local Union would reimburse her for expenses for which she could produce a receipt.

A meeting of the Local Union 439 Executive Board, of which Ms. Viramontes is a member, was held on July 10, 1991. At that meeting Ms. Viramontes produced a hand-written listing of all her expenditures at the Convention. The total amount of expenses listed on the sheet was \$803. Ms. Viramontes was asked if she had receipts to support the expenditures and she said that she had discarded them. She was asked if she had receipts to cover the \$100--the amount of cash advanced to her at the Convention. She said that she had receipts to cover this amount and that she would provide them to the Union. The list of expenses produced by Ms. Viramontes at the July 10 Executive Board meeting does not appear to be a request for reimbursement as much as it was a document prepared by Viramontes to support her claim that she was treated unfairly by the Local Union because the Union did not give her the \$130 per day advance for expenses required by the Advisory. In any event, unlike her claim to retain the \$100 advanced to her during the Convention, Ms. Viramontes took no action to pursue any claim for expenses listed on the sheet, and thus sought no reimbursement for any such expense.

By letter dated July 12, 1991, Mr. Miraglio sent Ms. Viramontes a lost time wage request form for the period of her attendance at the Convention. In addition, Miraglio reminded Viramontes that she told the Executive Board that she would produce receipts for the \$100 which was advanced to her during the period of the Convention and that as of that date she had failed to do so. Miraglio concluded stating that if she could not produce receipts she would have to return the money to the Local Union.

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On July 17, 1991 Ms. Viramontes produced two receipts, one in the amount of \$93.69 and the other for \$21.20. Miraglio wrote back to Viramontes on July 17 stating that he needed a breakdown for the items included on the two receipts. Ms. Viramontes replied on July 19, providing a breakdown for the items on the receipts. The \$93.69 receipt included tennis shoes, socks, deodorant and make up. The \$21.20 receipt was for a nylon tote bag. Viramontes purchased all of these items to replace items which were in a piece of luggage lost by the airline on her trip to Orlando. Ms. Viramontes also submitted receipts of \$4.40, \$4.41, \$9.39; \$5.88 for food and drink; two receipts of \$3.00 each for Advil; and a \$7.37 receipt for the purchase of rainware. Finally, Ms. Viramontes submitted a hand-written statement for \$24 and \$8 in gratuities to the maid and the bell captain respectively and \$20 for soda and coffee she purchased during the Convention.

The Local Union denied all of the expenses claimed with the exception of the expenditures for food for which Viramontes produced specific and distinct receipts and the tip to the bell captain. While not denied outright, the Local Union questioned the \$24 in tips to the maid as excessive. Ms. Viramontes has reimbursed the Local Union for all the expenses which were denied. The dispute concerning the \$24 tip to the hotel maid remains unresolved and is one of the claims advanced by the Local Union in this protest.

As stated above, the Local Union paid for its delegates' hotel expenses. Included in Ms. Viramontes' hotel bill paid by the Local Union were daily charges for the service bar located in her room. The service bar is stocked with beer, wine, liquor, non-alcoholic beverages, snack foods and first aid kits. Ms. Viramontes incurred the following expenses for items from her service bar: \$6.90 on June 23; \$21.11 on June 24; \$17.86 on June 25; \$7.96 on June 26; \$22.64 on June 27; \$45.40 on June 28. The majority of these service bar expenses were for beer and liquor, also included were charges for snack foods and five first aid kits. The first aid kits cost \$3.35 each. The Local Union contends that these expenses were excessive and have challenged them in this protest.

In the Advisory Regarding Convention Expenses the Election Officer stated that:

[t]he Local Union is also responsible for reasonable per diem expenses of its delegates and, if applicable, it alternates. Only actual expenses are to be reimbursed. . . Delegates and alternates are responsible for obtaining receipts for all expenses for which they desire reimbursement. . . The Local Union is only responsible for reasonable per diem expenses. . . All such advances not utilized by the delegate or alternate delegate for his or her expenses at the Convention, as demonstrated by receipts, must be returned

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to the Local Union at the time the receipts for expenses are to be submitted to the Local Union's Secretary-Treasurer.

Advisory, pp. 3-4.

The Advisory directs that expenses for which reimbursement is sought must be reasonable and documented. The Election Officer and the Independent Administrator have had occasion to consider a number of protests concerning Convention expenses. In each case, the Election Officer and the Independent Administrator have applied a rule of reasonableness to disputed expenses, balancing the interest in IBT members serving as delegates and alternate delegates to the 1991 IBT Convention to have their reasonable expenses reimbursed by the Local Union and the equally strong interest of the Local Union in expending member's dues money on only legitimate Union business.

With respect to the expense for gratuities to the hotel maid in the amount of \$24 for the period of the Convention, the Local Union claims that this amount is excessive. The Election Officer concludes, however, that a \$24 gratuity for maid service for the entire period of the Convention is not unreasonable. Therefore, this entire amount--supported by a written statement from the member that such expense was actually incurred, which Ms. Viramontes has previously provided--should be paid by the Local Union. See, e.g. In Re: Local Union 769, Election Office Case No. P-888-LU769-SEC, aff'd 91-Elec. App.-193 (SA).

With respect to the service bar charges, the Local Union again contends that these charges were excessive. The Election Officer finds that expenses incurred by delegates for beer, liquor and snack foods are not unreasonable per se. Expenditures for such items are unreasonable if they are unreasonably large or if they are not for consumption by the delegate at the Convention. The items at issue here, with the exception of the first aid kits, do not appear to be unreasonably large and there is no evidence that the items were not consumed by Ms. Viramontes at the Convention.

The expenditures for the five first aid kits appear unreasonably large. First aid medication--at least absent an emergency situation--appear to be personal items for which reimbursement by the Union cannot be compelled under the Advisory. Ms. Viramontes' purchase of five of these kits on successive days demonstrates the absence of an emergency medical situation. Further, given what appears to be have been a continuing medical problem, it would have been more reasonable for Ms. Viramontes to have purchased her medical supplies at a store--as she did purchase Advil--and not continue to utilize the far more expensive kits maintained in the service bar. For this reason, the Election Officer will order Ms. Viramontes to reimburse the Local Union for the five first aid kits in the amount of \$16.75.

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The Election Officer notes that Ms. Viramontes did not separately seek reimbursement for the medical kits she utilized during the period of the Convention. The costs of the kits was part of her hotel bill, which was paid directly by the Local Union. Ms. Viramontes made no attempt to conceal the expenditures or the nature of the goods for which such monies were expended; the costs were noted on her hotel bill presented to and paid by the Local Union.

For the foregoing reasons, the Election Officer denies the protest with respect to all disputed expenses with the exception of the cost of the five first aid kits. Ms. Viramontes shall, within 10 days of the date of this determination, reimburse the Local Union in the amount of \$16.75, the cost of the five first aid kits for which the Local has paid, and shall simultaneously provide the Election Officer with an affidavit demonstrating that such reimbursement has been made.

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

MHH/mjv

cc: Frederick B. Lacey, Independent Administrator  
Donald E. Twohey, Regional Coordinator