

OFFICE OF THE ELECTION OFFICER  
% INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
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Washington, DC 20001

Michael H. Holland  
Election Officer

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February 13, 1992

VIA UPS OVERNIGHT

Arthur N. Snow  
3 Visby Avenue  
Plainville, MA 02762-2629

IBT Local Union 25  
544 Main Street  
Boston, MA 02129

Trans Lease Group  
62 Everett Street  
Westwood, MA 02190

Re: Election Office Case No. P-1147-LU25-ENG

Gentlemen:

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 Arthur Snow a member of IBT Local Union 25. In his protest Mr. Snow alleges that he was discriminated against by his employer, D.L.S., Inc. a division of the Trans Lease Group, because of his campaign activity during the 1991 IBT International Union officer election on behalf of candidate Ron Carey and because of his previous filing of protests against his employer and Local with the Election Office. This protest was investigated by Election Office Regional Coordinator Elizabeth A. Rodgers.

Mr. Snow has been employed as a casual driver for Trans Lease since approximately December, 1990. On August 9, 1991 Snow filed a protest with the Election Office alleging that he was informed by his employer that he would no longer be utilized by Trans Lease as a casual. See, Election Office Case No. P-854-LU25-ENG. Mr. Snow alleged that the termination of his employment was an effort by his employer and his Local Union business agent to discriminate against him because of his filing of protests with the Election Office and campaign activities on behalf of Ron Carey. After investigating Mr. Snow's allegations the Election Officer entered into an agreement with Trans Lease and Snow to resolve the protest.

The settlement agreement, which was attached to the Election Officer's November 29, 1991 determination in Election Office Case No. P-854-LU25-ENG, provides in pertinent part as follows:

Arthur N. Snow  
February 13, 1992  
Page 2

1. If Mr. Snow continues to be qualified to drive, and Mr. Snow resumes his practice of calling Central Dispatcher, Don Benner of Trans Lease Group whenever he wants to work, as he did before, and if there is casual work at Stop and Shop when he calls, the Trans Lease Group and D.L.S. Inc. will offer Mr. Snow work at Stop and Shop (Which is their D.L.S. affiliate account). If no work is available at Stop and Shop, the Trans-Lease Group will offer Mr. Snow other casual work on a non-discriminatory basis at other accounts or affiliates, as available and needed.

2. If Mr. Snow is still available as a casual after January 1, 1992, the employer will treat Mr. Snow like anyone else when the DLS list is expanded.<sup>1</sup> The Employers will not discriminate against Mr. Snow because of his filing of this protest, or his past behavior.

Mr. Snow returned to work with DLS on December 7, 1991. During that initial shift Snow backed his trailer into a parked tractor at the Readville Stop and Shop facility, causing minor damage to the door and the rear view mirror of the tractor. There is no dispute concerning the facts of the accident or the conclusion that the accident was avoidable.

By letter dated December 11, 1991 D.L.S. informed Mr. Snow that as a result of the accident he would not be allowed to work as a casual driver for D.L.S., Inc. for ninety (90) days. The suspension was apparently limited to the Stop and Shop account and the letter informed Mr. Snow that D.L.S. would "make every effort to find you work at other locations in the interim." After the filing of the instant protest, D.L.S. unilaterally shortened the period of the suspension to approximately sixth (60) days informing Snow that he could return to work as a casual on the Stop and Shop account as of February 2, 1992. Mr. Snow is currently working as a casual for D.L.S. on the Stop and Shop account.

Trans Lease and DLS, while specifically denying any violation of the *Rules*, propose to resolve Mr. Snow's protest by agreeing to employ Mr. Snow as a permanent driver working on the Stop and Shop account. Mr. Snow will be the eleventh (11) of the twenty (20) new permanent employees to be hired by DLS pursuant to the newly executed collective bargaining agreement. He will be the first of the third group so

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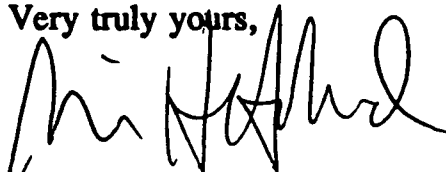
<sup>1</sup> A recently signed collective bargaining agreement between Trans Lease and the IBT reflected that the number of permanent -- as opposed to casual -- drivers would be increased.

hired, the hiring to be announced on February 21, 1992.<sup>2</sup> While Mr. Snow will be subject to the thirty (30) day probation period for newly employed permanent employees – set forth in the collective bargaining agreement between Trans Lease/DLS and the IBT – both Trans Lease and DLS specifically agree that "Mr. Snow will be treated without discrimination because of participating in any election activity or protest filed with the Election Office."

The Election Officer concludes that the settlement proposal effectuates the purposes of the *Rules* and furthers the implementation of the resolution reached in Election Office Case No. P-854-LU25-ENG.<sup>3</sup> Accordingly, the protest is considered resolved under the terms of the proposal of Trans Lease and DLS, as explicated above and as fully set forth in the written document dated February 13, 1992 and signed by both the counsel and Senior Vice President for Labor Relations of Trans Lease and DLS.

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  
Election Officer

cc: Frederick B. Lacey, Independent Administrator

Elizabeth Rodgers, Regional Coordinator

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<sup>2</sup> Stop and Shop were notified and had no objection to Mr. Snow being hired as a permanent driver to service Stop and Shop.

<sup>3</sup> Even were the Election Officer to find that the suspension imposed on Mr. Snow violated the *Rules*, Mr. Snow would not be entitled to back pay since his interim earnings -- the monies he earned by working at other employers during the period of his suspension -- approximately equaled the amount he would have received from DLS but for the suspension.