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Michael H. Holland
Election Officer

March 1, 1991

VIA UPS OVERNIGHT AND FACSIMILE AS INDICATED:

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Re: Election Office Case No.

P-514-LU705-CHI
P-524-LU705-CHI
P-568-LU705-CHI
P-580-LU705-CHI
P-591-LU705-CHI

Gentlemen

The above referenced pre-election protests were timely filed pursuant to Article XI of the *Rules for the IBT International Union Delegate and Officer Election*, revised August 1, 1990 ("Rules"). In their protests, Messrs John McCormick, Robert Persak, Mike Jordan, James P. Nielson and Archie Cook allege that the *Rules* have been violated because Local 705 has failed to timely provide them with access to collective bargaining agreements or job site addresses where Local 705 members are employed. They further allege that Local 705 has made the inspection of the agreements unreasonably burdensome and time consuming.¹

¹The Local argues that the protest should be dismissed because the protest was not filed within forty-eight hours from February 15, the date the Membership slate received

The investigation shows the following All of the complainants are candidates for delegate affiliated with the Membership Slate On February 4, 1991, slate members made a request to review the collective bargaining agreements, the membership list for Local 705, and the work site lists The Local received the letter on February 6, 1991. On February 12, 1991, some slate members and Daniel Ligurotis, Secretary-Treasurer of the Local, were present at the lot drawing for placement on the ballot. At that time, Mr. Ligurotis was asked about the request. He replied that "we are preparing something in writing."² On February 15, 1991, members of the Membership Slate received a letter informing them that they could arrange to inspect the collective bargaining agreements at the Local Union office by giving the Local two days advance notice. Thus the Local spent nine days, from the 6th to the 15th of February, preparing a written response to the request, and then required an additional two days notification period before the inspection could commence.

The *Rules* provide that requests to inspect or make notes from the collective bargaining agreements shall be honored within five (5) days Thus, the Local violated the *Rules* by delaying its response to the request for nine days and then imposing an additional two day notification period prior to the commencement of the inspection.

Subsequently, an inspection was held on February 21, 1991.³ Adjunct Coordinator Jonathan Rothstein was present as were eight members of the slate. The inspection was conducted in the basement of the Local's Office, "Teamster City " Eight to ten contracts were brought down at one time to the basement from the fifth floor of the building. Each of the eight members present was presented with one or two contracts Adjunct Coordinator Rothstein estimated that this lapse of time between deliveries and returns of contracts created at least seven minutes of "down time" for each member, following each contract inspection. On February 21, 1991, the eight people were able to inspect approximately 135 agreements. Estimates as to the number of contracts to which the Local is signatory vary from 900 to 1300.

the response. However, the Election Officer views the denial of the right to inspect collective bargaining agreements as a continuing violation of the *Rules*, and will not dismiss this aspect of the protest on the basis of the forty-eight hour filing requirement. See 91 - Elec. App 73 (A)(February 19, 1991)

²The complainants state that they understood Mr Ligurotis' comment to mean that the Local was preparing a list of work-sites for their inspection.

³The Local complains that the membership slate delayed inspection from the 15th through the 21st. However, the investigation shows that the Slate used that time to organize a large group to schedule time off work in order to participate in the inspection process, with the belief that a large number of members could finish the inspection in two days.

At or about 5 00 p m that same date, Adjunct Coordinator Rothstein told Sherman Carmell, attorney for the Local, in a telephone communication, that a better method had to be implemented to provide appropriate access to the collective bargaining agreements. Mr Rothstein proposed that two people "pull" the contracts while two other people shuttle the contracts between the fifth floor and the basement. He also told Carmell that the eight people had only viewed 135 contracts on that date. Carmell agreed with Rothstein's proposal to supplement the manpower assigned to the project and agreed to communicate that arrangement with Ligurotis.

An inspection session scheduled for February 25 was cancelled. On February 26, 1991, five members of the membership slate arrived at Local 705 to look at the collective bargaining agreements. Adjunct Coordinator Deborah Schaaf was also present during the inspection. They arrived at 10 00 a m. Adjunct Schaaf spoke to Ligurotis and said that she understood that two persons would be used on this date to relay the contracts in order to speed up the process. Ligurotis said that he knew about the agreement and that Tim Castro and Tim Donahue were responsible for the process that day.

Ligurotis said that the scheduled beginning time was 10:30 a.m. and the group would have to wait until the basement could be opened up. At 10.30 a m., Tim Castro appeared in the basement with five (5) contracts, one for each member. After approximately one minute or less the members were done with each contract. Tim Castro then took the contracts back upstairs. After at least four minutes, he returned with five more, one for each member present. Once again the "downtime" between inspections was from seven to eight minutes.

Adjunct Schaaf then explained that there had been an agreement that two people would relay contracts so there would be not wasted or down time. Tim Donahue said that he would check. He returned with the information that "Mr. Ligurotis doesn't have the manpower to leave a guy in the room while the other is getting more contracts." He stated that the one relay person would, however, bring two contracts per member at a time.

By 1 00 p m , only about two hundred contracts had been inspected. Adjunct Coordinator Schaaf again reminded Tim Donahue of the prior agreement to have two people relay contracts. Donahue checked upstairs and reported that this would occur. After forty-five minutes, the manpower assigned by the Local to the process had not changed, and Schaaf again inquired about the two-person relay. Donahue replied that the woman upstairs who was pulling the agreements could not do it any faster anyway. Schaaf then requested that the drawer be brought that contained the agreements from the fifth floor down to the basement. Donahue replied that there had been no agreement to do that.

The slate members had to leave at 3 00 p m. At that time they had inspected approximately 290 agreements. The total number of contracts inspected on the two dates was about 450 -- less than one-half the total number. To accomplish that result took

40½ hours - eight members spending 2½ hours each and five members spending 4½ hours each

Local 705 had agreed to provide work-site addresses when a specific request was made and where the contract did not contain any addresses or all addresses (in the case of multiple worksites) In fact, the Local did provide additional addresses for around thirty employers when that request was made. Upon request for a printed list of all satellite work-sites, however, Local 705 said that they would not generate such a list, but that if the woman who was pulling the contracts realized the relevant employers had multiple work-sites, she would write out the addresses by hand, and they would be delivered with the agreements The major effect of this arrangement was to further delay the presentation of a group of contracts where there were satellite work-sites.

When Adjunct Schaaf inquired about the source for the satellite addresses, she was told by the Local that the addresses were on the computer Thus there was no need to prepare handwritten lists of satellite work-sites with the resultant delay

The Election Officer concludes that Local 705's procedure for presenting contracts for inspection on February 21 and 25 was designed to frustrate the rights of the complainants under Article VIII, Section 1 of the *Rules*. The purpose of this provision of the *Rules* is to allow candidates access to the membership by obtaining job site locations of employers where members work in order to engage in meaningful face to face campaign activity If the provision of the information can be delayed, there is no opportunity to campaign

The ballots in this Local will be mailed Tuesday, March 5. Clearly the time-consuming, burdensome process utilized by Local 705 could not generate the addresses of all work-sites by Tuesday, March 5. Additionally, the Local failed to abide by any of its agreements reached with the Election Office to provide additional manpower to facilitate the process, in order to allow the inspection to conclude in time for meaningful campaigning.

The Local faults the Membership Slate for delaying the inspection date until February 21. The Election Officer notes, however, that the members of the slate are themselves employees, with other jobs. They scheduled an appointment to inspect within six days of receipt of the Local's delayed letter. Further, they brought a large group of members on both dates in order to accomplish the inspection and to obtain the addresses as quickly as possible. The problem with the inspection procedure does not lie with the complainants in this case.

The *Rules* have been violated, the protest is GRANTED. To remedy the violation, the Election Officer orders the following:

- 1 The Local shall provide the Membership Slate with complete work-site addresses of all employers where Local 705 members are employed within twenty-four hours of receipt of this decision.

2 The Membership Slate shall be afforded a campaign mailing to all Local Union members at the expense of Local 705. The literature shall consist of no more than one sheet of paper no larger than 8½" by 17" to be mailed as a self-mailer document to be mailed. The literature shall not contain any photographs of members of Local 705. The literature shall be delivered to Regional Coordinator Julie Hamos, who will supervise the mailing of this literature to all members of Local 705.⁴ The Local is directed to pay the Election Office for the printing and mailing costs associated with this mailing.

3 Any appeal of this determination shall not stay this order. See Article XI, Section (a)(8) of the *Rules*

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/ads

cc: Frederick B. Lacey, Independent Administrator
Julie Hamos, Regional Coordinator

⁴The mailing will be accomplished within forty-eight hours (excluding holidays and Sundays) following receipt of the literature by the Regional Coordinator.