



ICE OF THE ELECTION OFFICER  
% INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
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Michael H. Holland  
Election Officer

May 10, 1991

VIA UPS OVERNIGHT

Mark Monty  
8775 W Adler  
West Allis, WI 53207

Kenneth Friesner  
Secretary-Treasurer  
Teamsters Local 200  
6200 W Bluemound  
Milwaukee, WI 53213

Darryl D. Connell  
S15 W37174 Willow Spring  
Dousman, WI 53118

Re: Election Office Case No. P-731-LU200-NCE

Gentlemen

An election protest was filed with the Election Officer pursuant to Article XI, §1 of the *Rules for the IBT International Union Delegate and Officer Election*, revised August 1, 1990 ("Rules"). In their protest Mark Monty and Darryl D. Connell alleged that the Election Rules were violated by Local Union 200 as a result of its policy regarding the payment of expenses for delegates to the 1991 IBT International Convention. The Election Officer's investigation of this protest revealed the following:

Mark Monty and Darryl D. Connell, along with the other members of the Time For A Change Slate, have been elected as delegates from Local Union 200 to the 1991 IBT International Convention. Monty and Connell allege that Local Union violated the Rules when it failed to make arrangements for transportation and lodging for their attendance at the IBT International Convention and failed to agree to pay their lost time during the period of their attendance at the Convention. The Local Union contends that it has no obligation to pay for delegates' lost time and that delegates would have to schedule their vacations to coincide with the Convention if they do not want to suffer any lost wages. Similarly, the Local Union denies that it had any obligation to make travel and lodging arrangements for its delegates. Finally, the Local Union stated that its policy with respect to the payment of delegate expenses has not yet been finalized.

The obligation of Local Unions with respect to the payment of expenses associated with the attendance of delegates at the 1991 IBT International Convention is set forth in

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detail in the Advisory Regarding Political Expenses issued by the Election Officer on April 19, 1991. Because the instant protest was filed prior to the issuance of that Advisory, the Election Officer Regional Coordinator contacted the Local Union to inquire whether or not the Local's position with respect to the reimbursement of Convention expenses for its delegates had changed. Because the Local Union failed to modify its position in light of the Advisory regarding Convention expenses, the Election Officer is compelled to resolve this matter through the issuance of this determination.

The Advisory details the obligation of the Local Union to pay the expenses of its delegates, and where appropriate alternate delegates, in conformity with the requirements of the *Rules*<sup>1</sup>. The Advisory addresses three major categories of expenses associated with the delegates attendance at the 1991 IBT International Convention: (1) lost wages, (2) lodging and transportation expenses, (3) per diem expenses.

The Consent Order, of the *Rules* and the Advisory recognize that participation in the International Convention is official union business of a substantial and serious nature. As such the union has an obligation to reimburse Convention delegates for wages lost as a result in their participation in the Convention. This obligation requires the Local Union to pay to its delegate either forty (40) hours of pay or one weeks' salary for their participation in the Convention. Such payments shall include straight time wages or standard salary without premiums overtime or other benefits. Like the wages themselves, which are normally paid after the completion of the work week, the Union need not reimburse the delegate for his or her lost time until after the completion of the Convention. Such payment must be made at a reasonable time after the Convention not later than seven (7) calendar days after its conclusion.

The Local Union is responsible for travel and lodging expenses associated with the delegate participation in the Convention. The Advisory envisions that the Local Union will make arrangements both for lodging and transportation of its delegates in advance. Among the arrangements to be made by the Local Union are the purchase of tickets for transportation and payment for lodging. Such payments are the obligations of the Local Union and therefore the Local Union is responsible for making the appropriate payments to the appropriate hotel and transportation companies. The Advisory also permits delegates to make their own arrangements for transportation and lodging and to be reimbursed for such expenses pursuant to the procedures outlined in the Advisory. However, in the instant case, while delegates requested the Local to make arrangements for transportation and lodging on their behalf the Local refused. As a result, the delegates were required to make their own arrangements for lodging and transportation, including purchasing tickets and paying deposits on rooms. In this case

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<sup>1</sup>If the Local Union, in its approved Election Plan stated that it would pay the expenses of alternate delegates to attend the International Convention such expenses must be paid in accordance with the provisions of the Advisory. A Local Union may elect to pay the expenses of its alternate delegates, even though its not required to do so by the Local Union Plan, or may be required to do so because of its payment of expenses for guests, and such payment must be in accordance with the provisions of the Advisory.

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the Election Officer concludes that it is appropriate for the Local Union to pay for such lodging and transportation in advance and to immediately reimburse their delegates for any payments they have already made for transportation and lodging, or to arrange for either advance payment to the delegates or direct payment by the Local, for any remaining unpaid transportation or lodging costs

The Advisory also requires the Local Union to provide to its delegates \$130 a day for expenses, such monies to be provided in advance of the Convention. All expenses incurred by the delegates for which they are seeking reimbursement from the Local Union must be supported by receipts. The Advisory requires that the \$130 per day expense amount be paid in advance to all delegates. Refund of all unused per diem expenses as well as the presentation of all receipts for which reimbursement is sought must be made by the delegates to the Local Union within seven (7) calendar days of the completion of the Convention.

The obligation of the Local Union to pay delegates' lost time extends to employees on lay-off who are receiving unemployment compensation. Because such individuals are on Union business during the period of the Convention, they are not otherwise available for work and therefore are not entitled to unemployment compensation. In such a situation, the *Rules* require the payment to the delegate of an amount equal to the unemployment compensation benefit to reimburse the delegate for the lost benefit. This reimbursement shall be paid in the same manner as the payment of lost wages.

Because the policy of Local Union 200 with respect to the payment of expenses for Convention delegates does not comply with the requirements of the Election *Rules* or with the Advisory Regarding Convention Expenses, such policy is violative of the *Rules*. To remedy the Local Union's violation of the *Rules* the Election Officer orders the following relief:

I Local Union 200 shall pay the lost wages of all its delegates participating in the 1991 IBT International Convention. Such payment shall include forty (40) hours straight-time pay for delegates paid on an hourly basis. For any delegate receiving unemployment compensation, the Local Union shall pay to that delegate an amount equal to the weekly unemployment benefit.

II The Local Union shall pay for all lodging and transportation arrangements made by its delegates to the 1991 IBT International Convention in accordance with the requirements of the Advisory. If such costs have already been paid for by the delegates, the Local Union shall immediately reimburse, upon submission of appropriate receipts, each of its delegates for the monies he has already expended. The Local shall either arrange to directly pay the remaining unpaid costs for transportation and lodging or advance such sums to its delegates.

III The Local Union shall pay to each of its delegates, prior to their departure for the 1991 IBT International Convention, \$910 as per diem for the seven (7) day

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period of the Convention. In accordance with the requirements of the Advisory, on Convention expenses each delegate shall be responsible for providing the Local Union with receipts for all expenses for which they seek reimbursement, and the return of all unused per diem to the Local Union within seven (7) calendar days of their return from the 1991 IBT International Convention.

IV The Secretary-Treasurer of Local Union 200 shall notify each delegate and alternate delegate of this decision and order and shall file with the Election Officer, within fifteen (15) days of the date of this decision, an affidavit setting forth in detail the Local Union compliance with this order.

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  
Barbara Z. Quindel, Regional Coordinator