

OFFICE OF THE ELECTION OFFICER
% INTERNATIONAL BROTHERHOOD OF TEAMSTERS
25 Louisiana Avenue, NW
Washington, DC 20001

Michael H. Holland
Election Officer

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September 6, 1991

VIA UPS OVERNIGHT

Thomas Antonucci
Trustee, IBT Local Union 803
151-08 80th Street
Howard Beach, N.Y. 11414

William L. Hagner, Jr.
President
IBT Local Union 803
146-03 167th Street
Jamaica, N.Y. 11434

Re: Election Office Case No. P-853-LU803-NYC

Gentlemen:

A protest was filed with the Election Office pursuant to Article XI of the Rules for the IBT International Union Delegate and Officer Election, revised August 1, 1990 ("Election Rules"). In his protest Thomas Antonucci, a delegate from Local Union 803 to the 1991 IBT International Convention, alleges that the Local Union violated the Election Rules because he was not reimbursed for certain of his expenses incurred during his service as delegate and for his wages for the week of the Convention. The Election Officer's investigation of this protest revealed the following.

Mr. Antonucci served as a delegate to the 1991 IBT International Convention from Local Union 803. Prior to the convention, Mr. Antonucci was provided an expense advance by the Local Union of \$375. The Local Union directly paid Mr. Antonucci's airfare and lodging expenses. The disputed items submitted by Mr. Antonucci for reimbursement and the Election Officer's determination with respect to each item is set forth seriatim.

The sum of \$25.00 for a meal at Tony Roma's Restaurant: The Local Union only paid half of the \$50 bill for Mr. Antonucci's meal because of its belief that "\$50 was too much for ribs". The Election Officer finds no evidence that the full \$50.00 meal expense was unreasonable and orders that the Local Union reimburse the full amount.

A meal expense in the amount of \$5.78 for the Backlot Restaurant. The Local Union claims that this expense was incurred for a studio tour. The Election Officer finds that it was a reasonable meal expense and orders that the full amount be reimbursed.

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A 20% share of the cost of a rental car for use in Orlando. The Local Union contends that this expense was unreasonable because the Local Union had already rented a car. The Election Officer finds that Mr. Antonucci's claim that the single car rented by the Local Union was inadequate to serve the needs of the Local Union's delegation of delegates, alternate delegates and guests was not unreasonable. Moreover, the additional rental car was shared by five members of the Local Union's delegation thereby minimizing the expense to the Local Union. The Election Officer finds that the \$64.00 rental car expense is reasonable and should be reimbursed.

The Local Union refused to reimburse \$24.35 incurred by Mr. Antonucci in the purchase of alcoholic beverages from Crossroads Liquor. The Election Officer has previously determined that the costs for alcoholic beverages during the period of the 1991 International Convention may properly be paid from the delegate's or alternate delegate's per diem expenses provided the amount for which reimbursement is sought is a reasonable dollar amount. The sum of \$24.35 for alcoholic beverages is not untoward. Accordingly, the Election Officer finds that this expense is reasonable and orders that it be reimbursed.

Mr. Antonucci submitted two receipts in the amounts of \$20.04 and \$4.19 for gifts and personal items. The Election Officer concludes that because these items are personal in nature they are not properly reimbursable by the Local Union. Mr. Antonucci may not pay for the purchase of these items from the per diem funds advanced by the Local Union.

The Local Union only paid half of the cost of a meal from Host Restaurant in the amount of \$10.90 because of its contention that Mr. Antonucci's wife, who accompanied him to the Convention, shared the meal. The Local Union produced no evidence to support this contention. Mr. Antonucci denies that the \$10.90 charge included his wife's meal. The Election Officer notes that the size of the bill strongly suggests that it covers only one meal. Therefore, the Election Officer concludes that Mr. Antonucci should be reimbursed for the full amount of the meal.

The Local Union refused to reimburse Mr. Antonucci for \$15.00 in gratuities given to a porter and the hotel chambermaid. These gratuities were evidenced by receipts prepared by Mr. Antonucci showing the amount and the purpose of the gratuities. The Election Officer considers these expenses reasonable and adequately documented and orders that they be reimbursed by the Local Union.

Mr. Antonucci also alleges that he was not reimbursed for his full salary for the week he served as a delegate at the IBT Convention. The Advisory Regarding Convention Expenses, issued April 19, 1991 ("Advisory") requires the reimbursement of delegates for their regular pay, minus any premiums, shift differentials or additional

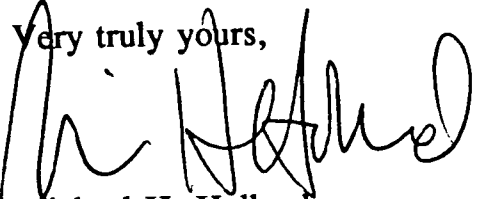
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compensation. As the Advisory notes, the reimbursement is to compensate the delegate the delegate or alternate delegate not to provide an opportunity to earn additional remuneration. The Election Officer's investigation determined that Mr. Antonucci's regular work week is thirty five hours. The Election Officer concludes that the payment by the Local Union of 35 hours pay at the base rate was the appropriate reimbursement of Mr. Antonucci's wages.

The Election Officer grants the instant protest, in part, and orders Local Union 803 to pay to Mr. Antonucci the sum of \$79.67, the difference between the advance of \$375.00 and the total reimbursable expenses of \$454.67 incurred by Mr. Antonucci within 10 days of the date of this decision. Since Mr. Antonucci expended for less than the total amount the Election Officer determined in the Advisory to constitute reasonable per diem expenses, the total difference between the expense monies advanced by Local 803 and the Convention related expenses incurred by Mr. Antonucci is to be paid by Local 803. The Local Union shall file with the Election Officer, within the same 10 days of the date of this decision, an affidavit describing its 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
Election Officer

cc: Frederick B. Lacey, Independent Administrator, IBT
Amy Gladstein, Regional Coordinator