



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

Michael H Holland  
Election Officer

(202) 624-8778  
1-800-828-6496  
Fax (202) 624-8792

November 29, 1991

**VIA UPS OVERNIGHT**

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

Robert E. Iantosca  
Vice President  
Trans Lease Group  
62 Everett Street.  
Westwood, MA 02190

Fred Singelais  
Business Agent  
c/o IBT Local Union 25  
544 Main Street  
Boston, MA 02129

**Re: Election Office Case No. P-854-LU25-ENG**

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 Arthur Snow alleges that he was terminated from his position as a casual driver with D.L.S. Inc., an affiliate of Trans-Lease Group, because of activities protected by the Election Rules.

Subsequent to the Election Officer investigation of the allegations contained in Mr. Snow's protest but prior to the issuance of his decision, Mr. Snow and Trans-Lease Group entered into an "Agreement to Settle Protest of Arthur Snow P-854-LU25-ENG". The Election Office Regional Coordinator has recommended approval of this agreement by the Election Officer. Fully executed copies of the agreement are attached to this determination and its terms are incorporated herein by reference.

The Election Officer has reviewed the terms of the agreement between Trans-Lease and Snow and in light of his investigation of this matter, and of the recommendation of the Regional Coordinator, determines that approval of the agreement furthers the purposes and policies underling the Election Rules. In light of the forgoing, and in accordance with the terms of the "Agreement to Settle Protest of Arthur Snow P-854-LU25-ENG", the Election Officer considers this matter resolved.

Arthur N. Snow  
November 29, 1991  
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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,

A handwritten signature in black ink, appearing to read "Michael H. Holland", written in a cursive style.

Michael H. Holland

cc: Frederick B. Lacey, Independent Administrator  
Elizabeth A. Rodgers, Regional Coordinator

**AGREEMENT TO SETTLE PROTEST OF ARTHUR SNOW  
P-854 LU25-ENG**

The undersigned two parties to the protest of Arthur Snow identified as P-854 LU25-ENG agree that the following terms would satisfactorily resolve the protest and each hereby requests of Michael Holland, the Election Officer, that he accept the settlement proposed, without a finding of violation of the Election Office Rules.

**PROPOSED RESOLUTION OF PROTEST WITH THE TRANS-LEASE GROUP AND ITS AFFILIATE, DLS, INC.:**

The proposed settlement is based upon the following representations by Robert Iantosca, Sr. Vice President, Industrial Relations, and John Barston, Esq., counsel for The Trans-Lease Group, both authorized agents for The Trans-Lease Group and D.L.S. Inc.:

The Trans-Lease Group, which provides leased drivers to customers, and in particular its affiliate, D.L.S. Inc, which provides drivers to the Stop and Shop Company, (hereinafter the Employers) may under its current contract, add new hires to the seniority list at DLS. The Employers will not add names to the DLS seniority list until after January 1, 1992. After January 1, 1992, if and when it does add names to the DLS seniority list, the Employers plan to submit the list of qualified casuals to Stop and Shop, the customer, and to the union for comments, prior to making any additions to the seniority list. The Employers agree that both The Trans-Lease Group and DLS Inc. will employ Mr. Snow on a non-discriminatory basis, specifically:

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. The Employers will not discriminate against Mr. Snow because of his filing of this protest, or his past behavior.

X \_\_\_\_\_  
Robert E. Iantosca  
Sr. Vice-President, Industrial Relations  
The Trans-Lease Group

\_\_\_\_\_  
Date

X \_\_\_\_\_  
John J. Barston  
Counsel, The Trans-Lease Group

\_\_\_\_\_  
Date

Arthur K Snow  
Arthur Snow

11-26-91  
Date

I recommend settlement on the above terms.

Elizabeth A. Rodgers  
Elizabeth A. Rodgers  
Regional Coordinator- ENG

Note: Duplicate Originals will be sent to the parties, and fully executed copies will be provided to the parties if the Agreement is adopted and accepted by Michael Holland, the Election Officer.

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