

OFFICE OF THE ELECTION SUPERVISOR
for the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

IN RE: LOCAL UNION 118)	Protest Decision 2016 ESD 256
DELEGATES AND)	Issued: June 24, 2016
ALTERNATE DELEGATES,)	OES Case Nos. P-288-051716-NE &
)	P-300-060916-NE
Protestors.)	
<hr/>		

The elected delegates and alternate delegates of Local Union 118 filed a post-election protest pursuant to Article XIII, Section 3(b) of the Rules for the 2015-2016 IBT International Union Delegate and Officer Election (“*Rules*”). The protest alleged that Local Union 118 violated the *Advisory Regarding Payment of Expenses for Convention Delegates and Alternate Delegates*. A separate protest alleged that two employers of elected delegates and alternate delegates violated the advisory by failing to grant unpaid union leave to attend the convention.

Election Supervisor representatives Peter Marks and Jeffrey Ellison investigated these protests. They were consolidated for decision.

Findings of Fact and Analysis

Local Union 118 is entitled to five delegates and two alternate delegates to the IBT convention. A slate comprised of protestors Chris Camelio, Anthony Wells, Gary Rindsfleisch, Jeffery Scaglia, and Ronald Delcour, as delegate candidates, and Mike Figliotti and David Baldwin, as alternate delegate candidates, defeated a slate consisting principally of the officers and business agents of the local union.

Local unions are required by the *Rules*, the IBT constitution, and our *Advisory* to pay convention expenses. Thus, the *Rules*, at Article III, Section 3(a), provide that each local union shall “pay the expenses ... of all delegates to which it is entitled.” Section 3(d) provides that local unions “shall pay the actual, reasonable expenses of the elected delegates, including expenses for travel, hotel, and per diem expenses.”

The IBT constitution, at Article III, Section 4, states that each local union “shall pay the expenses of its delegates authorized to attend the International Convention.”

Our *Advisory* requires local unions “to cover four categories of Convention expenses: (A) travel expenses to and from Las Vegas and local transportation costs while in Las Vegas during the week of the convention; (B) per diem; (C) hotel costs; and (D) wages or salary.”

Travel to and from Las Vegas. The first issue the initial protest raised was flight arrangements. Local Union 118 is located in Rochester, NY. This city is served by the Greater Rochester International Airport (ROC) and hosts air carriers that include American Airlines, Delta Airlines, JetBlue Airways, Southwest Airlines, and United Airlines, all of which provide one-stop service to Las Vegas. Three members of the delegation live in Rochester, 7 to 10 miles from ROC; one lives in Honeoye Falls, 22 miles south of the airport; two live in Geneva, 53 miles ESE of the airport; and one lives in Union Springs, 70 miles ESE of the airport.

June 24, 2016

The local union's secretary-treasurer, Christopher Toole, booked non-refundable travel for the delegation from the Buffalo Niagara International Airport (BUF). The same five carriers that provide one-stop service to Las Vegas from ROC provide one-stop service from BUF. However, BUF is 64 miles west of ROC. For the delegation, the three Rochester residents must travel 73 to 75 miles to BUF; the Honeoye Falls resident, 70 miles; the two Geneva residents, 100 to 108 miles; and the Union Springs resident, 116 miles.

Camelio on behalf of the delegation wrote Toole on April 7 to request that the group be booked on the same flight itinerary from ROC. Toole told our investigator he received the letter on or about April 13, checked the fare, found it to be "seven or eight hundred dollars" per person,¹ and declared it unacceptable. He communicated his objection to Peter Marks, the OES regional director with geographic responsibility for Local Union 118, and Marks encouraged Toole to follow the *Advisory*. The *Advisory* states the following, in relevant part:

Local Unions must pay for the travel expenses (and alternates, if applicable)² to and from the Convention in Las Vegas.

Delegates and alternates are not required to use travel arrangements provided by the Local Union. Those delegates and alternates who make their own travel arrangements shall be reimbursed by the Local Union for the actual, documented cost of travel, with mileage reimbursements at the rate of \$.54 per mile for use of a personal vehicle. No delegate or alternate may be reimbursed in an amount that exceeds what the Local Union would have paid had transportation been arranged by the Local Union.

All Local Unions and all certified delegates and alternates are strongly encouraged to cooperate with one another to effectuate the reimbursement of reasonable expenses and the policies set forth in this *Advisory*.

Camelio and Toole attended a meeting at Wegman's on April 25. Following that meeting, they had a discussion concerning travel expenses. Toole's rendition of that discussion to our investigator was that he told Camelio that the airfare from ROC was too much; Toole stated that Camelio then suggested travel from BUF. According to Toole, Camelio said he would send Toole airfare quotes from BUF, which he did the same day.

Camelio's recounting of the conversation differs markedly from Toole's. According to Camelio, Toole told him that ROC airfares were too much and asked about BUF. Camelio said the local union would not save any money sending the delegation from BUF because of the additional ground transportation expenses involved. To prove the point, Camelio researched and sent BUF airfares to Toole. The entirety of Camelio's email consisted of a screenshot of BUF airfares under a subject line that read "flights out of buffalo."

Toole booked flights from BUF the next day, April 26. He used two travel websites to make the bookings, CheapOair.com and Priceline.com. He told our investigator that he searched for bookings

¹ Toole did not make a note of the precise cost of the airfare and could not recall the figure specifically.

² Local Union 118 confirmed in its local union election plan that it would pay the convention expenses of its elected delegates and represented that it would also pay the convention expenses of its alternate delegate.

June 24, 2016

only from BUF and found what he termed “attractive” fares. When he searched for an itinerary for seven travelers, he said the fare came back at more than \$800 per traveler. He modified the number of travelers in the search from “7” to “1” or “2,” which produced fares in the mid-\$500 to low-\$600 range for each round-trip. He made separate bookings for all travelers but two, and these he booked together. The result was total airfare to the local union of \$4,194.96.

Toole did not communicate the itineraries to the delegation members or even that he had made the bookings for some seventeen days, until May 13, 2016. On May 2, Camelio emailed Toole, concerned that “the price of airfare continues to increase. We need to come to some kind of resolution as each day it continues to cost the local 118 more money. Please review the new prices today. We as a group have no objection to which carrier you prefer to use[;] all we ask is that we get in at a reasonable time not at night due to the time change. There is a wide variety of choices available but they are becoming more limited as time passes.” Attached to Camelio’s email were screenshots of airfares from ROC; no airfares were included from BUF.

Toole replied to Camelio’s email the next morning, May 3, stating “I’m confused, you sent me an email last week with attractive rates for flights to Las Vegas out of Buffalo. I sent an email back thanking you. We are in the process of securing your flights.” He did not reveal that he had purchased the tickets out of BUF on April 26.³

On May 13, Toole wrote each member of the delegation with information about hotel reservations and air travel. The travel information provided flight numbers and departure times as well as confirmation numbers; it did not identify the airport of origin, a fact that could be ascertained only by entering the confirmation number provided in the identified airline’s website. All itineraries were from BUF.

Upon receipt of these letters, each member of the delegation filed an election protest; we consolidated them under one case number.

The Convention Expense *Advisory* states that each local union is responsible for travel expenses of its delegation to and from Las Vegas, including airfare, round-trip mileage and tolls expense to the airport, parking expense at the airport, and airline baggage fees. In selecting BUF, Toole did not consider the significant additional mileage and thruway tolls the delegation would incur in driving to Buffalo, instead of Rochester, for the flights to Las Vegas. In booking the travel arrangements one at a time for five members and together for the last two, Toole significantly increased the likelihood that the members of the delegation would travel on divergent itineraries, requiring them to drive separately to the airport instead of sharing rides, and resulting in greater expense to the local union for mileage, tolls, and parking. Even where some members departed BUF at approximately the same time, their return flights have significantly different arrival times, which dictate that they travel separately in order to get home within a reasonable period following a long trip. The travel arrangements Toole booked are laid out in the following table, which includes departure and arrival times for outbound and return and the travel times for each, as well as the air carriers involved:

³Toole told our investigator that an error in booking Camelio’s travel had him returning to Toronto, Ontario, Canada, rather than BUF. Toole corrected this error with a rebooking on May 4. The cancellation and rebooking incurred a \$50 cancellation fee from CheapOair.

Local Union 118 Delegates & Alternate Delegates, 2016 ESD 256

June 24, 2016

	Outbound departure time	Carrier	Arrival Las Vegas	Travel time	Return departure time	Carrier	Arrival BUF	Travel time
Camelio	5:40 a.m. EDT	AA	9:08 a.m. PDT	6 hrs, 28 min	12:21 p.m. PDT	United	11:55 p.m. EDT	8 hrs, 34 min
Wells	2:54 p.m. EDT	JetBlue	11:08 p.m. PDT	11 hrs, 14 min	1:50 p.m. PDT	AA	12:06 a.m. EDT	7 hrs, 16 min
Rindfleisch	5:45 a.m. EDT	Delta	9:46 a.m. PDT	7 hrs, 1 min	6:00 a.m. PDT	Delta	7:05 p.m. EDT	10 hrs, 5 min
Scaglia	2:54 p.m. EDT	JetBlue	11:08 p.m. PDT	11 hrs, 14 min	1:35 p.m. PDT	United	11:27 p.m. EDT	6 hrs, 52 min
Delcour	5:45 a.m. EDT	Delta	9:46 a.m. PDT	7 hrs, 1 min	6:00 a.m. PDT	Delta	7:05 p.m. EDT	10 hrs, 5 min
Figliotti	5:45 a.m. EDT	Delta	10:42 a.m. PDT	7 hrs, 57 min	11:42 a.m. PDT	Delta	10:16 p.m. EDT	7 hrs, 34 min
Baldwin	5:45 a.m. EDT	Delta	11:22 a.m. PDT	8 hrs, 37 min	11:42 a.m. PDT	Delta	11:04 p.m. EDT	8 hrs, 22 min

The following table shows the costs of the travel to and from Las Vegas from BUF, including estimates for mileage expenses, tolls, parking, and baggage fees⁴:

	Hometown	Airfare	Round-trip Mileage (est.)	Round-trip Tolls (est.)	Parking (est.)	Round-trip baggage fees	Total
Camelio	Rochester	\$633.20	\$81.00	\$4.00	\$45.00	\$120.00	\$883.20
Wells	Rochester	\$564.23	\$81.00	\$4.00	\$45.00	\$115.00	\$809.23
Rindfleisch	Union Springs	\$619.20	\$125.28	\$9.40	\$45.00	\$120.00	\$918.88
Scaglia	Geneva	\$565.73	\$116.64	\$8.80	\$45.00	\$115.00	\$851.17
Delcour	Rochester	\$619.20	\$81.00	\$4.00	\$45.00	\$120.00	\$869.20
Figliotti	Honeoye Falls	\$593.20	\$75.60	\$5.50	\$45.00	\$120.00	\$839.30
Baldwin	Geneva	\$600.20	\$116.64	\$8.80	\$45.00	\$120.00	\$890.64
							\$6,061.62

By using the travel websites Toole did, he overlooked the offerings of Southwest Airlines,⁵ which had itineraries from ROC even as late as May 23 that would have accommodated the entire

⁴ Baggage fees assume two checked bags, a reasonable figure for a trip lasting 7 days. JetBlue charges \$55 for two bags; American, Delta, and United charge \$60. This expense is the responsibility of the local union.

Local Union 118 Delegates & Alternate Delegates, 2016 ESD 256

June 24, 2016

delegation. Aside from the convenience associated with using the local airport, an itinerary from ROC would have avoided the additional mileage expense and most tolls expense to BUF, and a single itinerary for the entire delegation would have permitted members who live near each other to drive to the airport together, saving mileage and parking expense.⁶ Also, Southwest does not charge fees for up to two bags per passenger. The following table shows the travel cost to and from Las Vegas from ROC using Southwest⁷:

	Hometown	Airfare	Round-trip Mileage (est.)	Round-trip Tolls (est.)	Parking (est.)	Round-trip baggage fees	Total
Camelio	Rochester	\$725.96	\$13.50	\$0.00	\$49.00	\$0.00	\$788.46
Wells	Rochester	\$725.96	\$0.00	\$0.00	\$0.00	\$0.00	\$725.96
Rindfleisch	Union Springs	\$725.96	\$75.60	\$4.00	\$49.00	\$0.00	\$854.56
Scaglia	Geneva	\$725.96	\$64.80	\$3.40	\$49.00	\$0.00	\$843.16
Delcour	Rochester	\$725.96	\$0.00	\$0.00	\$0.00	\$0.00	\$725.96
Figliotti	Honeoye Falls	\$725.96	\$23.76	\$0.00	\$49.00	\$0.00	\$798.72
Baldwin	Geneva	\$725.96	\$0.00	\$0.00	\$0.00	\$0.00	\$725.96
							\$5,462.78

While the per person airfare on this itinerary is \$93 to \$162 more than the fares Toole booked, the additional costs Toole's itineraries incurred for the local union by selecting BUF are substantially reduced or missing altogether from the Southwest ROC itinerary. The total cost of the ROC itinerary shown on this table is approximately \$600 less than the total cost on the itineraries Toole booked.⁸

In addition, effort should have been made, consistent with cost concerns, to obtain an itinerary that avoided an unduly long travel day and that would have allowed members of the delegation that could have travelled together the opportunity to do so. While five members of the delegation were booked on itineraries that will have them arrive in Las Vegas in the morning of Sunday, June 26, the day before the first day of the convention, two delegates were booked on itineraries with a Las Vegas arrival time of at 11:08 p.m. PDT; the trip is scheduled to take about 11 hours from takeoff in BUF to arrival in Las Vegas, including a 4 hour layover at JFK. These delegates will get into their rooms after midnight and will have to rise early to register and obtain the badges that will allow them to take their seats on the convention floor. A morning or mid-day Sunday arrival for all would have allowed time for the delegation to complete the registration process that day and to have the opportunity to caucus together, a day ahead of the convention's opening. The late arrival Toole booked is unfair to these delegates, in particular, and unfair to the local union members they are elected to serve.

⁵ Southwest does not participate in the travel websites Orbitz, Expedia, Priceline, Kayak, CheapOair, and the like.
⁶ The protest argued that the multiple and divergent itineraries booked for the delegation from BUF made sharing rides impractical. Several members of the delegation told our investigator they would have shared rides to ROC, if the delegation had a single itinerary that made it convenient to do so.
⁷ The Southwest fare was available as of May 23.
⁸ Camelio's email to Toole did not reference Southwest but identified other carriers from ROC with fares similar to those from BUF. Had travel to Las Vegas been booked from ROC on those carriers, the overall cost would still have been less than travel from BUF because of the lower mileage, toll, and parking costs for local travel.

June 24, 2016

Toole told our investigator that he interpreted Camelio's email enclosing BUF airfares as a request that the delegation fly from BUF. We do not credit Toole's statement and conclude to the contrary that he knew the delegation wished to travel from ROC. Camelio told him this in writing with his April 7 letter. He reiterated it in the May 2 email that attached itineraries out of ROC (unaware that Toole had booked the flights on April 26). Given these communications, we credit Camelio's statement to our investigator that Toole – not Camelio – proposed BUF and Camelio forwarded the travel website screenshots of BUF itineraries solely to prove that savings were not to be had for the local union by booking from that airport.

We find that Toole made the BUF arrangement not for the cost-savings reason he claimed, for arrangements from ROC would have been less expensive overall. Instead, he booked travel from BUF to administer retribution against the slate that defeated him and his slate.

On these facts, we hold that Toole violated our *Advisory* by booking air travel for the delegation from BUF on multiple, different itineraries. Our holding is supported by the several factors identified above, principal among them being that the BUF bookings Toole arranged, when all additional costs for which the local union is responsible are included, are *more* expensive than the ROC itinerary on Southwest Airlines that is described above.

Accordingly, we GRANT this portion of the protest.

Per diem. Our *Advisory* requires the following with respect to per diem, in relevant part:

The per diem allowance is for daily incidental expenses delegates and alternates incur as a consequence of attending the Convention, such as meals, tips, and the like. The per diem allowance is an obligation in addition to the Local Union's obligation to pay the expenses of travel to Las Vegas and hotel accommodations. Local Unions must provide the per diem allowance *in advance* to those delegates and alternate delegates being sent to the Convention.

The minimum, required per diem allowance for delegates attending the Convention (and for alternates, if applicable) is \$75.00. Delegates and alternates are not required to submit receipts to the Local Union to document their daily expenses in order to receive the \$75.00 per diem. A Local Union cannot require a delegate or alternate delegate to return any part of the \$75.00 per diem.

Local Unions may provide a per diem of *more* than \$75.00, but must not provide a per diem amount greater than \$130.00. If a local provides more than the minimum \$75.00 per diem, it can place restrictions on the additional amount, such as requiring receipts to document expenditures and the return of any unspent monies.

Local Union 118 established a per diem of \$125.00 for delegates and alternate delegates in 2011 and carried that sum forward for the current convention. Toole told our investigator that, at the direction of the executive board, he informed the delegation of restrictions on the per diem, including the following:

June 24, 2016

- The per diem may be used only for meals (breakfast, lunch, and dinner);
- Each delegate and alternate delegate must obtain a receipt for each expenditure from the per diem and turn it in to justify use of any portion of the per diem;
- Each receipt obtained must include an itemized detail of the expenditure;
- The unused amount of a given day's per diem may not be rolled over to a subsequent day;
- Each delegate and alternate delegate must return all unused⁹ portions of the per diem to the local union;
- Failure to turn in all original receipts, all unused monies, or attend all meetings and votes "will result in action being taken to recoup all expenses."

All of these restrictions violate our *Advisory*. First, per diem is intended for "daily incidental expenses" that following from attending the convention. "Breakfast, lunch, and dinner" is not an exhaustive list of expenses that per diem is intended to fund. Tips, wifi access, a newspaper, snacks, drinks, and the like are examples of the daily incidental expenses that per diem is intended to reimburse.

Second, no receipts are required and no justification need be made for use of the first \$75.00 of each day's per diem.

Third, the local union may enforce its requirement for justification of expenses incurred in excess of \$75.00 on any given day, but the receipt need not be itemized if the purpose of the expenditure is plain from the receipt provided. For example, a "customer copy" of a charge card receipt from a restaurant is sufficient to document a meal expense without need of the member to document the specific menu items ordered.

Fourth, the first \$75.00 of the per diem is the member's to use (or not use) as he sees fit, without any requirement that the amount used be documented or the unused amount be returned. Moreover, an amount a member does not use on a given day may in fact be used on a subsequent day.¹⁰

Fifth, the local union may *not* require return of any unused amount of the first \$75.00 of each day's per diem. It *may* require return of the unused amount of the per diem that is greater than \$75.00 and may require receipts documenting use of that portion only.

Sixth, for the amount of per diem that exceeds \$75.00 daily, the local union *may* require that the member either return the funds or document its use. The local union may *not* threaten action or take action to "recoup all expenses" for failure to attend all meetings and votes at the convention. *Reilly*, 2011 ESD 361 (December 16, 2011).

⁹ Toole's written directives to the delegation concerning per diem declared that members must return all "used portions" of the per diem to the local union. The delegation assumed that this phrase was a typographical error, until Toole repeated it in subsequent directives. After investigation, we are satisfied the phrase is an error and that Toole intended to direct delegates and alternate delegates to return *unused* portions of the per diem to the local union.

¹⁰ While the local union cannot require receipts for the first \$75 of per diem, or require unreasonable itemization for amounts in excess of \$75, the *Advisory* reminds delegates that per diem is to be reported to the IRS and each delegate need to retain receipts to support any business-related deductions they may seek to claim against the per diem amount. The *Advisory* cautions delegates to review tax laws, or consult a tax advisor, concerning tax treatment of the per diem amount.

June 24, 2016

Accordingly, we GRANT this portion of the protest.

Wage replacement. Our *Advisory* requires that delegates and alternate delegates “who are paid on an hourly basis ... be paid their straight time hourly wages for forty hours, *excluding* overtime, mileage, or other premiums.” Local Union 118 provided those sums to its delegation. However, it attempted to condition payment of the wages on each member’s acknowledgment that they “take seriously their responsibility to attend and participate in the Convention, including voting for IBT International Officer candidates,” threatening that “any violation of this responsibility may result in Local 118 taking whatever necessary actions are required to recoup any expenses including but not limited to air fare, hotel expenses, per diems, local transportation costs and wages.” The local union may not threaten or take such or similar action. *Reilly, supra*.

Accordingly, we GRANT this portion of the protest.

Official union business. The *Advisory* declares that attendance at the Convention “is official union business; it is not a vacation or a holiday.” To that end, the *Advisory* requires that “[a]ll Local Union officers must, as is required or appropriate under their collective bargaining agreement(s), certify to the employers of the delegates and alternates that such members are entitled to time off from work to attend the Convention as official union business.”

On April 25, Toole wrote the three employers who employ the seven members of the delegation – Wegman’s, UPS, and Greece Central School District – to advise that the members must be given time off to attend the IBT convention as union business. Toole cited our *Advisory* in the letter and referred any questions the employer may have to our office.

Greece School granted the requested leave. After intervention from our office, UPS granted the requested leave. After extended intervention from our office, Wegman’s granted the leave orally, which we confirmed in writing.

On this basis, we deem this portion of the protest RESOLVED.

Remedy

When the Election Supervisor determines that the *Rules* have been violated, he “may take whatever remedial action is deemed appropriate.” Article XIII, Section 4. In fashioning the appropriate remedy, the Election Supervisor views the nature and seriousness of the violation as well as its potential for interfering with the election process. “The Election Supervisor’s discretion in fashioning an appropriate remedy is broad and is entitled to deference.” *Hailstone & Martinez*, 10 EAM 7 (September 14, 2010).

Our *Advisory* warns that the Election Supervisor “will view a Local Union’s refusal to pay the Convention expenses of its delegates (and alternates, if applicable) as a serious violation of the *2016 Election Rules*.” Local Union 118 has not *refused* to pay. However, the conduct of Toole, its secretary-treasurer, in arranging inconvenient and unduly burdensome travel itineraries is a violation that would prompt us to order Local Union 118 to rebook travel for its delegation from ROC. We do not order that remedy only because Camelio, for the delegation, has requested we not do so in order to avoid the

Local Union 118 Delegates & Alternate Delegates, 2016 ESD 256

June 24, 2016

expense that would result to the local union membership of cancellation charges associated with the rebooking.

With respect to per diem expenses, we order Local Union 118 to comply with the *Advisory* and our explication of the *Advisory* that is laid out above.

With respect to threats to take action to recover all expenses or take any other action in the event that any member fails to attend any session of the convention or to cast any vote that he has the right to cast, we order Local Union 118 to cease and desist from such threats and to refrain from such action.

No later than Tuesday, June 27, 2016, we order Local Union 118 to post on all worksite bulletin boards under its jurisdiction the notice attached to this decision and to maintain that posting through and including July 31, 2016. The local union shall also place the notice on its website homepage in the center of the screen immediately beneath the banner photo of the City of Rochester by the same date and maintain the notice in that position for the same duration (the notice shall be printed in full at that location and shall not be a clickable link or equivalent). Local Union 118 shall provide proof of compliance with these posting requirements by declaration to OES by Friday, July 1, 2016.

Any interested party not satisfied with this determination may request a hearing before the Election Appeals Master within two (2) working days of receipt of this decision. The parties are reminded that, absent extraordinary circumstances, no party may rely upon evidence that was not presented to the Office of the Election Supervisor in any such appeal. Requests for a hearing shall be made in writing, shall specify the basis for the appeal, and shall be served upon:

Kathleen A. Roberts
Election Appeals Master
JAMS
620 Eighth Avenue, 34th floor
New York, NY 10018
kroberts@jamsadr.com

Copies of the request for hearing must be served upon the parties, as well as upon the Election Supervisor for the International Brotherhood of Teamsters, 1050 17th Street, N.W., Suite 375, Washington, D.C. 20036, all within the time prescribed above. A copy of the protest must accompany the request for hearing.

Richard W. Mark
Election Supervisor

cc: Kathleen A. Roberts
2016 ESD 256

Local Union 118 Delegates & Alternate Delegates, 2016 ESD 256

June 24, 2016

DISTRIBUTION LIST (BY EMAIL UNLESS OTHERWISE SPECIFIED):

Bradley T. Raymond, General Counsel
International Brotherhood of Teamsters
25 Louisiana Avenue, NW
Washington, DC 20001
braymond@teamster.org

David J. Hoffa
1701 K Street NW, Ste 350
Washington DC 20036
hoffadav@hotmail.com

Ken Paff
Teamsters for a Democratic Union
P.O. Box 10128
Detroit, MI 48210-0128
ken@tdu.org

Barbara Harvey
1394 E. Jefferson Avenue
Detroit, MI 48207
blmharvey@sbcglobal.net

Teamsters United
315 Flatbush Avenue, #501
Brooklyn, NY 11217
info@teamstersunited.org

Louie Nikolaidis
350 West 31st Street, Suite 40
New York, NY 10001
lnikolaidis@lcnlaw.com

Julian Gonzales
350 West 31st Street, Suite 40
New York, NY 10001
jGonzales@lcnlaw.com

David O'Brien Suetholz
515 Park Avenue
Louisville, KY 45202
dave@unionsidelawyers.com

Fred Zuckerman
P.O. Box 9493
Louisville, KY 40209
fredzuckerman@aol.com

Teamsters Local Union 118
Paul Markwitz, President
130 Metro Park
Rochester, NY 14623
pmarkwitz@teamsterslocal118.org

Michael J. Maynard, Vice-President
mmaynard@teamsterslocal118.org

Chris Toole, Secretary-Treasurer
ctoole@teamsterslocal118.org

Al Hondorf, Recording Secretary
ahondorf@teamsterslocal118.org

Jeff Sargent, Trustee
jsargent@teamsterslocal118.org

Tim Johnson, Trustee
tjohnson@teamsterslocal118.org

Larry Thibault, Trustee
130 Metro Park
Rochester, NY 14623

Chris Camelio
newyorkcoin@gmail.com

Anthony Wells
awtrain64@aol.com

Gary Rindfleisch
g_rindfleisch@yahoo.com

Jeff Scaglia
jscagli1@rochester.rr.com

Ron Delcour
rdelcour2@gmail.com

Michael Figliotti
michaelfigliotti@gmail.com

David Baldwin
davidsb79@gmail.com

Peter Marks
116 Nagle St.
Harrisburg, PA 17104
pmarks@ibtvote.org

Jeffrey Ellison
214 S. Main Street, Suite 212
Ann Arbor, MI 48104
EllisonEsq@aol.com

OFFICE OF THE ELECTION SUPERVISOR
for the INTERNATIONAL BROTHERHOOD OF TEAMSTERS
1050 17th Street, N.W., Suite 375
Washington, D.C. 20036
202-429-8683
844-428-8683 Toll Free
202-774-5526 Facsimile
ElectionSupervisor@ibtvote.org
www.ibtvote.org

Richard W. Mark
Election Supervisor

NOTICE TO MEMBERS OF TEAMSTERS LOCAL UNION 118

The Election Supervisor has found that Local Union 118 secretary-treasurer Chris Toole, at the direction of the local union executive board, violated the Election Supervisor's *Advisory Regarding Payment of Expenses for Convention Delegates and Alternate Delegates* by booking air travel for the elected delegates and alternate delegates to the IBT convention from the Buffalo airport rather than the Rochester airport. The Election Supervisor has found that these travel arrangements were unduly burdensome to the delegation, were made for that purpose, and cost the local union more overall than would have been incurred in travel from the Rochester airport. The Election Supervisor has not ordered a rebooking of these travel arrangements because the delegation has requested that the local union not incur any additional rebooking expense.

The Election Supervisor has further found that Toole, as directed by the local union executive board, sought to enforce impermissible conditions on the delegation with respect to other convention expenses, and threatened to recover all expenses from the delegation if they failed or refused to comply with the impermissible conditions.

The *Rules* and our *Advisory* require that all local unions pay the convention expenses of their delegations, including transportation expenses, a per diem, hotel expenses, and lost wages.

The Election Supervisor will not permit any violations of the *Rules*. The Election Supervisor has ordered Local Union 118 to comply with our *Advisory* and our decision and has ordered it to post this notice on worksite bulletin boards and its website.

The Election Supervisor has issued this decision in *Local Union 118 Delegates and Alternate Delegates*, 2016 ESD 256 (June 24, 2016). You may read this decision at <https://www.ibtvote.org/Protest-Decisions/esd2015/2016esd256>.

Any protest you have regarding your rights under the *Rules* or any conduct by any person or entity that violates the *Rules* should be filed with Richard W. Mark, 1050 17th Street, N.W., Suite 375, Washington, D.C. 20036, telephone: 844-428-8683, fax: 202-774-5526, email: electionsupervisor@ibtvote.org.

This is an official notice prepared and approved by Richard W. Mark, Election Supervisor for the International Brotherhood of Teamsters. It must remain posted on this bulletin board through July 31, 2016 and must not be defaced or covered up.