

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

RICHARD W. MARK
Election Supervisor

**ADVISORY REGARDING PAYMENT OF EXPENSES FOR
CONVENTION DELEGATES AND ALTERNATE DELEGATES
TO THE 29th INTERNATIONAL CONVENTION OF THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

(REVISED)

The 29th International Convention of the International Brotherhood of Teamsters in Las Vegas, Nevada, June 27-July 1, 2016 (the “Convention”) is official union business. At the Convention, elected delegates will vote by secret ballot on nominations for candidates for IBT International Union office. Delegates play an essential role in the democratic election of IBT International Union officers. All Local Unions are obligated to support this step by paying Convention expenses of their delegates (and alternates, if provided in their election plans). The Election Supervisor will respond to issues or protests concerning Convention expenses by applying the pertinent *Rules for the 2015-2016 IBT International Union Delegate and Officer Election* (“2016 Election Rules”) and specific provisions of this *Advisory* to protect each delegate’s right to participate in the Convention by having certain Convention expenses covered.

**I. The Local Union’s Obligation to Pay Convention
Expenses for Delegates and Alternates**

The *2016 Election Rules* and the IBT Constitution require each Local Union to send to the Convention all the delegates allocated to it, and to pay expenses of those delegates or to make arrangement for such payment, by agreement with other subordinate bodies.¹ *2016 Election Rules*, Article III, § 3(a); IBT Constitution, Article III, §§ 2 and 4. While the *2016 Election Rules* do not require a Local Union either to send its alternate delegates to the Convention or to pay their expenses, each Local Union stated in its delegate election plan the number of alternates for which it would pay Convention expenses. See *2016 Election Rules*, Article II, § 4(b)(9) and Article III, § 3(b). Each Local Union must send its alternates as provided in its approved plan and pay their Convention expenses.

¹ The requirement that Local Unions pay the Convention expenses of delegates (and alternates, where applicable) applies to Convention delegates and alternates elected from Graphic Communication Conference (“GCC”) Local Unions, the Brotherhood of Maintenance of Way Employees Division (“BMWED”) System Federations, and Brotherhood of Locomotive Engineers and Trainmen (“BLET”) General Committees of Adjustment. The term “Local Union” in this *Advisory* covers all of these entities.

A Local Union cannot send less than its full complement of Convention delegates or pay Convention expenses for less than its full complement of delegates unless it has received explicit approval after following the procedures set out in the *2016 Election Rules*, Article III, § 3(a) and the IBT Constitution, Article III, § 2. Specifically, the Local Union seeking to send less than its full complement of elected delegates:

- Must demonstrate actual financial inability to the IBT General-Secretary Treasurer, and receive an attestation from the IBT General-Secretary Treasurer that the Local Union is financially unable to send a full complement of delegates; and
- The membership must thereafter vote on, and approve, a resolution to send less than a full complement of delegates.

The Election Supervisor may amend or override any decision of the IBT General-Secretary Treasurer. *2016 Election Rules*, Art. III, § 3(a). If a Local Union is permitted to send less than its full complement of delegates, the highest ranking delegates shall be those sent and for whom expenses are paid.

A Local Union may not pay the Convention expenses of any alternate unless it sends and pays the Convention expenses of its full complement of Convention delegates. *2016 Election Rules*, Article III, § 3(b). Regardless of the terms of its Local Union plan, a Local Union may not pay Convention expenses of any member or guest unless it sends all of its alternates to the Convention and pays their Convention expenses. *2016 Election Rules*, Article III, § 3(c).

A Local Union must treat all the delegates it sends to the Convention equally. *See 2016 Election Rules*, Art. III, § 3(d); IBT Constitution, Article III, § 4. For example, a Local Union may not help some delegates to make travel arrangements but not help others, or reimburse some of its delegates at a level or in a manner different from others. A Local Union may differentiate between its delegates as a group and its alternates as a group, provided that it is acting in accordance with its approved plan, and so long as there is no discrimination among the individuals within each group. Under no circumstances may a Local Union treat either a delegate or alternate less generously than a member or guest. *2016 Election Rules*, Article III, § 3(d).

II. Period for the Local Union's Expense Obligations

The Convention is scheduled to begin at 9:00 a.m. on Monday, June 27 and scheduled to conclude on Friday, July 1, 2016. The per diem expense obligation of each Local Union shall extend for seven days, either from Saturday, June 25 through Friday July 1, or from Sunday, June 26 through Saturday, July 2. Each Local Union is obligated to pay the hotel expenses of its delegates for six nights.

For delegates who live within fifty miles of the Convention site, the Local Union's per diem obligation will be for five and one-half days, and the Local Union's hotel expense

obligation will be for five nights. It would be unreasonable, absent extraordinary circumstances, for a Local Union to require its delegates and alternates to travel to and from their homes to the Convention on a daily basis.

III. Convention Expenses

Local Unions are obligated 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.

A member, whether a delegate, alternate or guest, is prohibited from receiving duplicate payments for travel, per diem, hotel, or other Convention expenses, even if authorized by the Local Union or other provider. Thus, in determining the permitted amount of payments, a Local Union must take into account any expense reimbursement or allowance a delegate or alternate or other member or guest receives from another affiliated labor organization and reduce the amount of the Local Union's Convention expense reimbursement by that amount.

A. Travel Costs

Local Unions must pay for the travel expenses of delegates (and alternates, if applicable) 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.

Locals are also required to reimburse delegates and alternates for local transportation expenses incurred in Las Vegas (taxi, parking, and public transportation) during the week of the Convention. Delegates and alternates must save and submit receipts to receive reimbursement for local transportation expenses.

B. Per Diem

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 alternates 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 Unions will report the total amount of the per diem to the IRS. Delegates and alternates should keep receipts as support for deductions for business related expenses, and should review tax laws or consult with their own tax advisor concerning the proper tax treatment of the per diem allowance.

C. Hotel Accommodations

Local Unions are obligated to pay for hotel accommodations for their delegates (and alternates, if applicable), exclusive of any incidental charges such as telephone, food, beverages, or entertainment. All convention attendees will be housed at Bally's or Paris.

Attendees can reserve their rooms at Bally's or Paris in one of two ways:

- Online at <http://ibt.io/convhotel>
- Call the Paris Hotel ((702) 946-7000) or Bally's Hotel ((702) 987-4111) and request a room in the Teamster Convention Room Block.

The deadline for making reservations is **Monday, May 9, 2016**.

Standard rooms are available for reservation, at the rate of \$157.00 per night plus tax. Local Unions are obligated to pay no more than the standard room rate plus tax. Delegates or alternates may make their own arrangements or stay at a hotel other than Bally's or Paris. Delegates or alternates not staying at the Convention hotels will be reimbursed by their Local Unions for the actual cost of accommodation, not to exceed the standard room rate of \$157.00 per night plus tax. A delegate or alternate who takes accommodations more expensive than the standard room is personally responsible for paying the difference in price.

D. Wages and Salary

Local Unions have paid their delegates the equivalent of wages for time spent at IBT International Conventions in the past. Local Union officers and business agents (who have historically constituted a substantial number of the delegates and alternates) receive their normal salary and are not required to use their vacation for time spent at the Convention, because the Convention is official union business. This practice will be followed again in 2016. The same holds true for delegates and alternate delegates who are not union employees, where the employer does not pay wages for the Convention week. Reasonable Convention expenses the Local Union

must pay therefore includes the salary or wages of its delegates (and alternates, if applicable).

Delegates and alternates receiving a salary must be paid their regular salary for one week, which will be deemed to cover the period of time spent at the Convention. Delegates and alternates who are paid on an hourly basis must be paid their straight time hourly wages for forty hours, *excluding* overtime, mileage, or other premiums. Straight time wages will be deemed to cover the period of time spent at the Convention. Where a delegate or alternate delegate receives employer-provided full or partial payment of health and welfare and/or pension contributions, the Local Union will insure that contributions are not lost because of attendance to the Convention. If any periodic benefit contribution would not be made solely because of the delegate or alternate delegate's Convention attendance, the Local Union will either persuade the employer to make the necessary contributions, will make the contributions itself directly to the appropriate funds, or will reimburse the delegate or alternate delegate for contributions actually made that the delegate or alternate delegate would not have been required to make but for his/her attendance at the Convention. Local unions are not required to pay lost wages of a delegate or alternate delegate who is not otherwise employed at the time of the convention. *Smith*, 2011 ESD 285 (June 28, 2011). No delegate or alternate will be required to use his or her vacation time to attend the Convention.

IV. The Local Union's Obligation to Certify Attendance at Convention as Official Union Business

Attendance at the Convention is official union business; it is not a vacation or a holiday. All 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.

V. Sharing of Expenses for GCC Convention Delegates

The GCC will be holding its convention in Las Vegas, Nevada during the week preceding the IBT Convention. There may be opportunities for delegates attending the IBT Convention and the GCC Convention to share expenses, including airfare and reduced hotel rates, and other Convention-related expenses. It is permissible for members serving as delegates or alternates to the GCC Convention and the IBT Convention to allocate expenses between the two provided that all of the expenses required by this advisory are provided to IBT Convention delegates during their attendance at the Convention and no delegate receives duplicate payments for IBT Convention expenses. Furthermore, it is a violation of the *2016 Election Rules* to treat GCC members and/or guests attending the IBT Convention more favorably than elected IBT Convention delegates (and alternates, if applicable), with regard to per diem, hotel accommodations, or travel fares.

VI. Guests

The Labor Management Reporting and Disclosure Act prohibits the use of union funds except for the benefit of the organization and its members. It is a misuse of union funds for Local Unions to pay the expenses of spouses or family members attending the Convention (unless the spouse or family members are elected Convention delegates).

If a Local Union pays Convention expenses for a guest (subject to the limitations and requirements noted here) whose attendance is reasonably related to the business of the Convention, such as retiree representatives or union members with designated responsibilities in connection with the proceedings of the Convention or with official union meetings held attendant to the Convention, such payment would not constitute misuse of union funds. The prohibition does, however, extend to the spouses or other family members of such guests.

While the *2016 Election Rules* do not prohibit spouses or other family members from accompanying a delegate or alternate delegate to Las Vegas, the union cannot pay for any travel, meals, or other expenses of those persons. Expenses of spouses or other family members must be paid personally by the individuals, not by the union.

VII. Payment of Expenses for Delegates and Alternate Delegates Representing Merged Locals No Longer in Existence

If a merger of two or more Local Unions becomes effective after the commencement of any delegate election activity at any of the Local Unions involved, the membership of each Local Union will nominate and elect delegates separately pursuant to each Local Union's approved election plan. Elected delegates and alternates will be certified, ranked and seated separately at the Convention for each Local Union. The surviving Local Union will be responsible for paying the Convention expenses of the delegates (and alternates, if applicable) representing both the merged and surviving locals.

VIII. Compliance with this Advisory

The issue of delegate Convention expenses is governed by Article III, § 3 of the *2016 Election Rules*, by Article III, §§ 2 and 4 of the IBT Constitution, and by this *Advisory*. 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*.

The work of the Convention is official union business and the process of nominating candidates for IBT international office is a core function of the Convention. This means not only that Local Unions must adhere to their obligation to pay Convention expenses to support the Convention's democratic processes, but also that delegates and alternates should take seriously their responsibility to attend and participate in the Convention, including the nomination and voting for IBT international officer candidates.

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*. Anyone with questions concerning these matters should contact the Office of the Election Supervisor at 1-844-428-8683 or at electionsupervisor@ibtvote.org.

Dated: March 24, 2016
Washington, D.C.

A handwritten signature in blue ink, reading "Richard W. Mark". The signature is fluid and cursive, with a long horizontal stroke at the end.

Richard W. Mark
Election Supervisor