
INVESTIGATIONS OFFICER,

Claimant,

v.

JOSEPH KOSEY,

Respondent.

DECISION OF
THE INDEPENDENT
ADMINISTRATOR

This matter concerns two charges filed by the Investigations Officer, Charles M. Carberry, against Joseph Kosey ("Kosey"), the Secretary-Treasurer of IBT Local Union 777 in Chicago, Illinois. A hearing was held before me on these charges and post-hearing submissions were received. Kosey was represented by counsel at the hearing. Having reviewed the evidence and the post-hearing submissions, I find that the Investigations Officer has satisfied his just cause burden of proving the charges against Kosey. United States v. IBT, 754 F. Supp. 333, 337-338 (S.D.N.Y. 1990) ("[T]he Investigations Officer must establish just cause at disciplinary hearings by a fair preponderance of the evidence.").

THE CHARGES

The Investigations Officer charged Kosey as follows:

Charge One

While Secretary-Treasurer of Local 777 [Kosey] acted in a manner to bring reproach upon the IBT, violated [his] fiduciary duties, and violated [his] oath, in violation of Article II, section 2(a) and Article XIX, sections 6(b)(1) and (2) of the IBT Constitution.

TO WIT, while Secretary-Treasurer of Local 777 [Kosey] willfully disregarded [his] fiduciary duty to investigate and to act with respect to allegations and evidence that Joseph P. Glimco, Sr. until recently the President of Local 777, was a member of La Cosa Nostra [sometimes hereinafter "LCN"].

Glimco had been identified in public reports and by the press as a member of La Cosa Nostra. [Kosey] deliberately failed to investigate or to act in connection with the allegations of Glimco's membership in organized crime.

Charge Two

[Kosey] was also charged with violating Section 16(c) of Local 777's bylaws in February 1985 by improperly receiving a car owned by the union and valued at \$11,561.92, and by agreeing to have a car owned by the union and valued at \$21,097.34 given to Joseph P. Glimco, Sr. These transfers were in violation of the Local's bylaws and contrary to the interests of the members.

THE IBT CONSTITUTIONAL PROVISIONS

The charges against Kosey implicate two provisions of the IBT Constitution. The first is Article XIX, Section 6(b), which sets forth a non-exhaustive list of grounds for bringing disciplinary charges. That list includes:

(1) Violation of any specific provision of the Constitution, Local Union By-laws or rules of order, or failure to perform any of the duties specified thereunder.

(2) Violation of oath of office or of the oath of loyalty to the Local Union and International Union.

Article II, Section 2(a), is also implicated. This section, which contains the oath of office mentioned in Article XIX, Section 6(b)(2), mandates that all members shall conduct themselves "at all

times in such a manner as not to bring reproach upon the Union . . .
.."

BACKGROUND

Joseph P. Glimco Sr. ("Glimco") is Kosey's father-in-law, Kosey having married Glimco's only daughter in 1965. T61-11 to T62-4; IO-4 at p. 4. In 1979, Glimco, then Local 777 President, hired Kosey as a full-time Business Agent for Local 777. IO-4 at pp. 2-4;¹ T60-23 to T69-6.² Kosey's initial task as Local 777's Business Agent was to familiarize himself with the Local's Constitution and By-laws. T69-8 to 17. In addition, Kosey actively participated in updating Local 777's By-laws in 1980 and 1990. T78-12 to T79-17. In March of 1980, Glimco appointed Kosey to be Local 777's Trustee. IO-4 at pp. 5-6. As Trustee, Kosey began attending Local 777's Executive Board meetings. Id. at p. 7. In 1981, Glimco promoted Kosey to be Local 777's Secretary-Treasurer. T77-5 to T78-2; IO-4 at pp. 7-8. Kosey served as Secretary-Treasurer until April 10, 1992.³ T79-18 to 20.

¹ Investigations Officer's exhibits are referred to as "IO" followed by the letter identifying the exhibit and then the page number of the exhibit, if appropriate.

² All transcript references are to the November 13, 1991, hearing before me. The citation refers to the transcript page number followed by the line number. In this instance, "T60-23 to T69-6" refers to transcript page 60, line 23 through transcript page 69, line 6.

³ Kosey resigned as Secretary-Treasurer and member of IBT Local 777 and as a member of the IBT on April 10, 1992. However, an IBT
(continued...)

Glimco served as Local 777's President until his resignation from office in January of 1991. T79-11 to T80-4 and T84-7 to T84-22. Glimco died in or around April 1991. T61-15 to 20.

KOSEY'S KNOWLEDGE OF THE ALLEGATIONS OF GLIMCO'S LCN MEMBERSHIP

As noted, Kosey married Glimco's only daughter in 1965. Kosey and his wife lived in such close proximity to Glimco that, from his home, Kosey had an unobstructed view of Glimco's home. T128-3 to 8. As also established, the two had worked closely together at Local 777 since 1979. At the hearing before me, Kosey testified:

I knew, I knew where he lived, I knew when he came home, I knew when he left home, I knew when he came to work, I knew when he left work, I knew his, I knew basically his habits, what time he got up in the morning and approximately what time he went to bed at night.
[T128-3 to 8.]

Kosey also testified that he had heard over the years that Glimco was involved in organized crime in Chicago. T123-22 to T124-19. Commenting on what it was like to have an alleged LCN figure as a father-in-law, Kosey testified:

You know, understand, of course, I married his daughter. So. And she had, of course -- I really didn't know much about Mr. Glimco before that time. Understand I didn't -- I had heard things about what happened in the '50s and early '60s. In the early '60s most of the time I was out of the state and a couple of years out of the country. Before that, you know, I was in high school and

³(...continued)
officer's resignation has no impact upon my authority to impose sanctions impacting upon his or her membership in the IBT or any of its affiliated entities. See United States v. IBT, 745 F. Supp. 189, 192 (S.D.N.Y. 1990).

I wasn't worried about -- I don't think I even read newspapers at that time.

But when I met my wife and when we got married, then I could see some of the things that the notoriety had done. And it hurt. It hurt her. She was uncomfortable with it. She knew her father; she loved her father. And when I had known him, I liked the guy. I thought he was great. I never saw him do anything, whatever.

Here's what happens though, is that it affects people and it affected my wife. And of course one of the things we wanted do is, we live in the same town as my father-in-law, and we tried to compensate for the notoriety. I wasn't going to be a judge, I wasn't certainly going to sit in judgment of Mr. Glimco. [T86-20 to T87-18.]

Kosey also testified that he discussed the allegations that Glimco was an LCN figure with former Local 777 Secretary-Treasurer Bob Howard, and with Glimco's son, Joseph P. Glimco, Jr., a former Local 777 Executive Board member himself. T125-12 to T126-9.

Kosey also testified that he was "present when in the fall of 1989 Joseph Glimco . . . was charged with bringing reproach upon the IBT" for being a member of LCN. T84-7 to 10.

Glimco's LCN associations were also the subject of newspaper articles (IO-20) and were mentioned in at least three books. IO-16(F) and (G); IO-19. Kosey stated that he had read the allegations of Glimco's LCN membership in the newspapers and in a book entitled, "The Mafia Princess." T125-12 to T126-9 and T156-22 to T157-5. Finally, Kosey acknowledged that Glimco's LCN connections "received wide publicity in Chicago and elsewhere and were matters of common knowledge." See Kosey's Post-Hearing Memorandum at p. 11.

KOSEY'S ARGUMENTS -- CHARGE ONE

The following excerpt from Kosey's testimony before me sets forth his interpretation of his obligation to investigate and act with respect to the allegations of Glimco's LCN membership:

Q. Point blank, Mr. Kosey, at any time, by any readings that you were aware of in March of '89 or by any subsequent discussions with lawyers and Joint Council members did you feel that you were under a duty to either investigate or act against your President and father-in-law, Mr. Glimco?

A. No. I thought, my feeling was is that that was taken out of my hands; that the investigative officer had that authority. And which in fact he did. And then he did do just that.

Q. Prior to the consent decree in March of 1989 did you feel that you had the power to take any action against Mr. Glimco due to, for any reason, due to any mentioning of his name, either in any newspaper report or in any book?

A. It was my feeling that I couldn't.
[T85-1 to 16.]

More specifically, Kosey raises four arguments to rebut the Investigations Officer's evidence, none of which has merit. Kosey first argues that "the terms of the Consent Decree . . . took away any investigatory or disciplinary authority from him" to investigate the allegations of Glimco's LCN activities. Kosey's Post-Hearing Memorandum at p. 13. This argument must first be rejected given the express requirement found in Local 777's By-laws. Section 14(17)(B) of those By-laws vests each member of the Local's Executive Board with the "duty to investigate" allegations

such as are present in this case.⁴ Not only do the Local 777 By-laws require its officers to investigate allegations of corruption; Kosey, as a high-ranking officer of his Local, was perhaps best suited to investigate the allegations of Glimco's LCN ties. See Investigations Officer v. Crapanzano and Lanza, Decision of the Independent Administrator (March 30, 1992) at p. 17 (Two Local Union officers who failed to investigate and act regarding LCN corruption in their Local were "in a far better position to investigate problems within their Local than its members -- in fact, they are the only ones within the Local who can realistically do so.").

Kosey next raises what he terms an "Equitable Estoppel" argument. Kosey states in his Post-Hearing Memorandum that:

[O]fficers similarly situated have a right to assert that the inactivity of the IBT and all of their national and regional officials should act as a bar to the present accusation that [he] should have acted. If the I[n]dependent] A[dministrator] and the I[n]vestigations] O[fficer] stand in the shoes of the general President and the General Executive Board then they are bound to the same extent by the principles of equitable estoppel. Equitable estoppel prohibits a party from assuming inconsistent positions to the detriment of another party. [Kosey Post-Hearing Memorandum at p. 14]

⁴ Section 14(17)(B) of the Local 777 by-laws provides:

The Local Union Executive Board shall have the duty to investigate any alleged breach of fiduciary duty when circumstances so warrant and to take appropriate action if the investigation so merits.
[IO-7 at p. 13]

This argument also fails. To have the responsibility of a Local to investigate itself hinge upon whether the International has properly acted to purge its ranks of corrupt influences is absurd. That the IBT leadership may have set a poor example for its Local Union officers cannot serve to excuse those officers from ignoring their fundamental obligation to protect their own members' interest.

Kosey next argues that Article XIX, Section 3(d)⁵ of the IBT Constitution prevented his taking action regarding the allegations of Glimco's LCN ties. Kosey's Post-Hearing Memorandum at p. 11. Kosey argues that given the "widespread publication . . . that Mr. Glimco was alleged to have been associated with organized crime," it was impossible for him to take any action during his tenure on the Local 777 Executive Board. Kosey's Post-Hearing Memorandum at p. 11. Kosey's reliance upon Section 3(d) is misplaced.

By invoking Section 3(d), Kosey is suggesting that that provision would have precluded him from taking any action against Glimco because, apparently, the allegations of Glimco's LCN ties were "known generally" since 1969, and he has subsequently been

⁵ The pertinent text of § 3(d) provides:

Charges against elective officers of the International Union or any subordinate body shall be limited only to those activities or actions occurring during their current term, and only those activities or actions occurring prior to their current term which were not known generally by the membership of the International Union or the subordinate body in the case of an officer or a subordinate body.

"re-elected." See Kosey Post Hearing Memorandum at p. 11. The first point Kosey misses is that, while Section 3(d) may have been invoked by Glimco as a defense to any charges filed by Kosey against Glimco arising out of his LCN activity, Section 3(d) does not enable Kosey to avoid his fiduciary obligations to investigate. Looking at it from Glimco's point of view, even if Glimco were to be charged and invoked Section 3(d), he could not have done so successfully. Glimco never admitted that he was a member of organized crime. In fact, in sworn testimony before the Investigations Officer, Glimco denied knowledge of the existence of La Cosa Nostra. The following excerpt is lifted from Glimco's January 10, 1989, Deposition.

Q. Mr. Glimco do you know what La Cosa Nostra is?

A. I don't know nothing about it.

Q. Have you ever heard the term La Cosa Nostra?

A. No, never heard of it.
[IO-15, at pp. 21-22]

It is well settled that the 3(d) defense is only available when the appropriate voting membership has "conclusive knowledge" that an IBT official was "actually guilty of the conduct charged" at the time of that official's election to office. See United States v. IBT, 743 F. Supp 155, 165-166 (S.D.N.Y. 1990) ("[O]nly those officials elected with full public knowledge of confirmed actions and activities - such as by a criminal conviction - would shield an IBT officer from charges under §3(d)."), aff'd, 905 F.2d 610, 620 (2d Cir. 1990). Given Glimco's denials of LCN membership,

the members of Local 777 (the appropriate voting membership) could not have had "conclusive knowledge" of Glimco's LCN membership. Thus, any reliance on Section 3(d) by Glimco would fail. See, e.g., Investigations Officer v. Friedman and Hughes, Opinion of the Independent Administrator, at pp. 39-41 (January 11, 1990) (Respondents' argument was rejected as "frivolous" where they denied their guilt to the membership while asserting their 3(d) defense claiming that the membership was aware of their wrongdoing.) aff'd, 743 F. Supp. 155 (S.D.N.Y. 1990), aff'd, 905 F.2d 610 (2d Cir. 1990)

Lastly, Kosey argues that he should not have been required to take action against his father-in-law because that would be "contrary to any reasonable interpretation and normal peaceful domestic relations." Kosey Post-Hearing Memorandum at p. 18. The Investigations Officer responded to Kosey's "domestic relation" defense as follows:

Kosey had a fiduciary duty to his members as a member of the Executive Board of Local 777. Respondent would have us excuse his inaction because Glimco was his father-in-law and taking any step against him might have given rise to domestic problems. The implications of such a specious proposition are limitless. The mere placing of a family member on the Executive Board could then confer an immunity of sorts and excuse the violation of one's fiduciary responsibility to one's members as mandated by the IBT Constitution. Kosey, by his own testimony, went into this arrangement with his father-in-law with his eyes wide open and has been the beneficiary of a very cozy situation since 1979. He now wants to hide behind this relationship. [Investigations Officer's Reply Memorandum at pp. 3-4].

I agree with the Investigations Officer. Kosey cannot justify his inaction by raising the prospect of future family discord.

THE MERITS -- CHARGE ONE

The fiduciary duty of a union officer to investigate the alleged corruption of fellow officers is well established. United States v. IBT, 708 F. Supp. 1388, 1401 (S.D.N.Y. 1989) (IBT officers are fiduciaries for the members and have "a duty to disclose and remedy wrongdoing by the IBT"), citing United States v. IBT Local 560, 780 F.2d 267, 284 (3d Cir. 1984); United States v. IBT, 761 F. Supp. 315, 316 (S.D.N.Y. 1991) (upholding the Independent Administrator's veto of the appointment of Jack B. Yager to International office on the grounds that Yager failed to act on evidence that his close superior was an associate of organized crime); Investigations Officer v. Calagna, et. al., Decision of the Independent Administrator (June 14, 1991), at 23 ("The fundamental premise of these decisions . . . is that all IBT officers . . . have a duty to investigate allegations of corruption in their midst. Respondents cannot sit idly by as their Local Union is engulfed by organized crime and not expect to face the consequences of their inaction."), aff'd, United States v. IBT, 88 Civ. 4486 (DNE), slip op. (S.D.N.Y. November 8, 1991).

Thus, it is clear that as a Local Union officer, Kosey "had an affirmative duty to investigate the various allegations and suspicious activities surrounding" Glimco. See Investigations

Officer v. Morris and McNeil, Decision of the Independent Administrator (May 22, 1991) at p. 24, aff'd, United States v. IBT, 777 F. Supp. 1123 (S.D.N.Y. 1991).

In response to the allegations surrounding Glimco, Kosey could have, inter alia, sought assistance from the authorities; arranged a polygraph test or an in-depth interview of Glimco by a trained professional; hired a private investigator; or, obtained copies of the charges and the proofs filed by the Investigations Officer against Glimco and confronted his father-in-law with the evidence. See, e.g., Investigations Officer v. Sansone, Decision of the Independent Administrator (March 30, 1992) at p. 14 ("The point of all these suggestions is not that any one or more of them is an essential element of the proper discharge of [Kosey's] duty to investigate, but rather that reasonable means of investigation were available.") There is simply no justification for inaction when such allegations are brought to a Union Officer's attention.

Accordingly, I find that the Investigations Officer has sustained his just cause burden of proving Charge One.

TRANSFER OF AUTOMOBILES -- CHARGE TWO

In Charge Two, the Investigations Officer alleges that Kosey, as a member of the Local 777 Executive Board, improperly agreed to receive a union-owned automobile, and also improperly agreed to transfer a union-owned automobile to Glimco in violation of Section 16(C) of the Local's by-laws. In 1985, Kosey, as a member of the

Board, voted to transfer a 1984 Thunderbird to himself, and a 1985 Cadillac to Glimco. T137-3 to 13 and T138-16 to T139-22. In fact, Kosey himself made the motion at the Local 777 Executive Board meeting to transfer both cars. T137-3 to 13.⁶

Section 16(C) of Local 777's by-laws provides:

The Local Union may provide its officers or representatives with automobiles upon authorization of the membership... In such instances where the Local Union provides an automobile, title to the automobile shall remain at all times in the name of the Local Union. [IO-7 at p. 17 (Emphasis supplied)]

To be viewed in conjunction with this provision is Section 14(A)(9) of Local 777's By-laws which gives the Local Executive Board the power to "[s]ell or dispose of any . . . property . . . belonging to the organization whenever in its opinion the Local union's interests would thereby be promoted."

Kosey's vote, upon his own motion to transfer the two automobiles, clearly violated Section 16(C) of Local 777's by-laws. In two of my earlier decisions interpreting identical by-law provisions, I found that the By-laws should be interpreted literally. See Investigations Officer v. Morris and McNeil, supra, at p. 22 ("[I]f the Local decides to purchase an automobile for the use of an officer, the Local shall always retain title to that automobile. There are no qualifications placed upon this prohibition."), aff'd, United States v. IBT, 777 F. Supp. 1123

⁶ Kosey admits that the collective value of the two automobiles at the time of their transfer was approximately \$26,000. T105-1 to T107-7.

(S.D.N.Y. 1991). See also Investigations Officer v. Vitale, Decision of the Independent Administrator (December 18, 1990), aff'd, United States v. IBT, 775 F. Supp. 90 (S.D.N.Y. 1991), aff'd, United States v. IBT, 88 Civ. 4486 (DNE), slip op. (2d Cir. October 31, 1991).

Kosey argues that the "disposition of the two vehicles owned by the union to Joseph Glimco and [Kosey] was deemed lawful and appropriate, as a result of his indirectly receiving advice from the Local 777 Certified Public Accountant, Charles DiGiovanni." Kosey Post-Hearing Memorandum at p. 16. Not only does Kosey fail to offer any legal support for this argument, but the facts do not support his position. The Local's accountant told Kosey that, given a change in the tax laws, the Local could be exposed to liability if it did not maintain its automobile records "right up to code." Thus, it was recommended that Kosey "should probably get the cars out of the Local." T102-18 to 103-8. Kosey was never told that the Local should gift the automobiles to himself and Glimco.

Finally, Kosey argues that Section 14(A)(9) of Local 777's By-laws allowed the transfer of the automobiles because "it was not in his personal interest but in the best interest of the Local Union." Kosey's Post-Hearing Memorandum at p. 16. This argument is also meritless. Kosey argues that transferring the automobiles to himself and Glimco saved the Local "close to \$30,000 in the long run because the cars were traded in every two years." T163-2 to

23. Recognizing that Section 14(A)(9) gives the Local the authority to eventually dispose of its cars, it is clear that the Local's best interest is served by selling the automobiles at their fair market value rather than giving them away to two Local Union officers, one of whom was the subject of widespread allegations that he was a member of LCN.

This being the case, I find that the Investigations Officer has established that Kosey's active participation, as a Local 777 Executive Board member, in transferring the two automobiles violated Sections 16(C) and 14(A)(9) of the Local's by-laws.

THE PENALTIES

Kosey has admitted that he was aware of the allegations of Glimco's ties to organized crime. A Local Union Executive Board member has a duty to investigate and act on allegations that the President of his union is a member of organized crime. Such a breach of duty cannot be condoned.

If Kosey's failure to investigate and act under the circumstances is accepted as the norm, nothing short of repeated intervention, whether it be by the government or the Court-appointed Officers, would suffice to rid the IBT of any organized crime influences. I find that it is necessary to insist on strict compliance with the affirmative obligations placed on union officials to investigate and act when faced with allegations of corrupt individuals in their midst.

By his failure to act, Kosey has proved that he is not fit to serve in any officer or representative positions in the IBT or any of its affiliates. However, as Kosey has already resigned from the IBT and all of his IBT-affiliated positions (see supra, n. 3 at p. 4), I need only direct, as I do, that Kosey's resignation is permanent and irrevocable.⁷

As a penalty on Charge Two, had Kosey not already tendered his resignation, I would have imposed a period of suspension of five years to run concurrently with the permanent debarment on Charge One. See, Morris and McNeil, supra, at pp. 27-28 (two Local Union officers made a gift to their President of an automobile in violation of their Local's By-laws, despite being aware of allegations of his organized crime connections.).

KOSEY'S BENEFITS

At my request, Kosey's attorney submitted to me at the November 13, 1991, hearing a schedule of benefits to which Kosey claims entitlement, and a memorandum setting forth his position on my authority to impose sanctions upon such benefits. In addition, Kosey stated on his benefits schedule that "[n]o IBT-affiliated

⁷ Had Kosey not resigned prior to my issuing this Decision, I would have permanently barred him from all of his IBT-affiliated Union positions (including membership in the IBT), and directed that he draw no money or compensation therefrom, or from any other IBT-affiliated source. See Investigations Officer v. Calagna, et al., supra, at pp. 45-48, aff'd, United States v. IBT, 88 Civ. 4486 (DNE), slip op. (S.D.N.Y. November 8, 1991); see also Investigations Officer v. Crapanzano and Lanza, supra, at p. 19.

entity is paying for [his] legal fees in connection with this matter."

Kosey's schedule listed him as a participant in the following two plans:

1. The Teamster Affiliates Pension Plan.
2. The Central States, Southeast and Southwest Areas Health and Welfare Fund (Plan C-6).

Kosey indicated that this Plan C-6 provides for medical coverage only.

My authority to impose sanctions on a respondent's employee benefits is now well settled. See Investigations Officer v. Senese, et al., Supplemental Decision of the Independent Administrator (November 29, 1990), aff'd, United States v. IBT, 753 F. Supp. 1181 (S.D.N.Y. 1990), aff'd 941 F.2d 1292 (2d Cir. 1991).

Consistent with my ruling in Senese, I will not alienate any of Kosey's vested benefits in either of his two benefit plans. See also, Guidry v. Sheet Metal Workers National Pension Fund, 1210 S. Ct. 680 (1990). However, I direct that Local 777 and any other IBT-affiliated entity that may contemplate doing so, discontinue making contributions to either of these plans on Kosey's behalf. In addition, I ask the Investigations Officer to send copies of this Decision to any IBT-affiliated entity that he suspects may seek to transfer benefits to Kosey.

Moreover, Kosey is not entitled to have any portion of his legal fees paid by Local 777 or any other IBT-affiliated entity. This is consistent with the well-settled principal that union

officials charged with misconduct and found to have committed misconduct may not have their legal fees paid by their union. See, e.g., United States v. Local 1804, 732 F. Supp. 434, 437 (S.D.N.Y. 1990).

Subsequent to the hearing before me, I received a letter from Local 777's attorney, Joseph P. Glimco, III, informing me that Mr. Kosey has requested that Local 777 pay him his accrued two weeks' vacation pay. The letter states that "[o]ur records indicate that Mr. Kosey is entitled to his two weeks vacation pay."

On April 15, 1992, Mr. Kosey's attorney wrote to me stating that "under Illinois law, he is entitled to his two weeks' pay" A review of the Illinois statute sent to me by Mr. Kosey's attorney, however, suggests that a refusal to pay accrued vacation pay is a "Class C misdemeanor" only if the one refuses to make payment:


[W]ith intent to secure for himself . . . any underpayment . . . or with intent to annoy, harass, oppress, hinder, delay or defraud the person to whom such indebtedness is due.

Given all this, I direct the Local not to pay Mr. Kosey his accrued vacation pay, or any other accrued benefits, such as any severance pay or bonuses to which he may claim entitlement. The Local is to retain such monies as a set off against the value of the automobiles wrongfully transferred to Kosey and Glimco. Such a directive does not run afoul of the Illinois provision regarding

vacation pay because the Local is not withholding the vacation pay with any negative intent.⁸

MY VOLUNTARY STAY

I will stay the imposition of penalties pending Judge Edelstein's review of this Decision, which I will submit to him by way of Application.


Frederick B. Lacey
Independent Administrator

Dated: April 22, 1992

⁸ If the value of such vacation pay were to exceed the value of the automobiles, Kosey would be entitled to such excess and the Local would be permitted to make such payments. However, prior to making any bonus payments to Kosey, the Local is to provide me with a detailed written accounting of the benefits due.