

In the Matter of

ROME ALOISE

Before the
INDEPENDENT REVIEW OFFICER

OPINION OF THE INDEPENDENT REVIEW OFFICER

October 7, 2021

This matter concerns charges brought by the Independent Investigations Officer (“IIO”) against Rome Aloise, a 53-year member of the International Brotherhood of Teamsters (“IBT”) and current Secretary-Treasurer of Local 853, President of Joint Council 7, and International Vice-President for the Western Region.

This is not the first time Mr. Aloise has been before the IRO on disciplinary charges. In 2016, Mr. Aloise was charged with bringing reproach upon the union and other violations of the IBT Constitution. Following a hearing, Mr. Aloise was suspended from his positions as an officer and prohibited from holding any IBT positions, elected or appointed, for two years from the date of his suspension order.

In the current proceeding against Mr. Aloise, he is charged with violating his suspension order and other violations of the IBT Constitution, including bringing reproach upon the union, interfering with the IBT’s legal obligations, retaliating or threatening to retaliate against union members for exercising their rights under the IBT Constitution, and knowingly harming fellow members.

A *de novo* hearing was held before me over ten days between April 6 and April 28, 2021.¹ After consideration of all the evidence presented and the post-hearing submissions received from Mr. Aloise and the IIO, I find that a preponderance of the evidence supports certain of the charges against Mr. Aloise and that he violated his suspension order, brought reproach upon the union, and violated the IBT Constitution.

¹ Due to the Covid-19 pandemic, the hearing was held remotely except that Mr. Aloise, accompanied by counsel, testified before me in person.

I. BACKGROUND

A. Aloise's IBT Career

During Mr. Aloise's career with the Teamsters he has held several positions as an officer and an elected official. At the time of his prior disciplinary hearing before the IRO, Mr. Aloise's IBT positions included: Principal Officer and Secretary-Treasurer for Local 853, one of the largest locals in Northern California; President of Joint Council 7; International Vice President for the Western Region; Member of the General Executive Board of the IBT; Director of the IBT Dairy Conference; Director of the IBT Food Processing Division; Trustee and Chair of the investment committee for the Western Conference of Teamsters Pension Trust; Trustee for the Teamsters Benefit Trust; Trustee for the Voluntary Employee Benefits Fund; and Board member for the IBT 401k plan. Following his completion of the two year suspension, Mr. Aloise returned to his IBT leadership positions.

B. Aloise's Prior Suspension

On February 10, 2016, the Independent Review Board ("IRB") charged Mr. Aloise with bringing reproach upon the IBT and violating several provisions of the IBT Constitution. *See* IIO Exhibit 2.² On October 24, 2017, following a two-day *de novo* hearing, as the IRO, I sustained a number of the charges. I found that Mr. Aloise's actions brought reproach upon the union and, more specifically, that Mr. Aloise (1) improperly requested and received things of value and favors from a Teamster employer in violation of 29 U.S.C. § 186(b) of the Taft Hartley Act, Article II, Section 2(a) and Article XIX, Section 7(b)(13) of the IBT Constitution; (2) negotiated a sham Collective Bargaining Agreement and failed to ensure a compliant bargaining

² Exhibits cited herein as IIO Exhibits, RA Exhibits, and IRO Exhibits refer to the exhibits submitted by the IIO, Mr. Aloise, and the IRO, respectively, in connection with the *de novo* hearing.

process in violation of Article XII, Section 1(b) of the IBT Constitution and Article XVIII, Section 6 of Local 853's By-Laws, and; (3) repeatedly utilized union resources from Local 853 and Joint Council 7 to support the election of a Teamster member he favored and discredit an opposing candidate, and that his conduct demonstrated contempt for fair elections and hearings, in violation of Article II, Section 2(a) and Sections 401(g) and 101(a)(5) of the LMRDA. *See, In the matter of Rome Aloise*, Opinion of the Independent Review Officer, October 24, 2017 (“Opinion”), IIO Exhibit 10.

On December 22, 2017, I issued a decision suspending Mr. Aloise from his union positions for two years. *See* Disciplinary Decision of the Independent Review Officer, December 22, 2017 (“Disciplinary Decision”), IIO Exhibit 11. Specifically, I ordered that:

1. For two years after the date of this decision, Mr. Aloise shall be suspended from his positions as International Vice President, President of Joint Council No. 7, and Secretary-Treasurer and Principal Officer of Local 853.
2. For two years after the date of this decision, he shall not hold any position, elected or appointed, with the IBT, Joint Council No. 7, Local 853, or any other IBT affiliate.
3. For two years after the date of this decision, no IBT entity shall pay him, nor shall he accept, any salary, gratuities, gifts, payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, except that he may receive compensation that has accrued prior to the date of this decision.

Id. at 11.³

On January 19, 2018, in response to inquiries from Mr. Aloise and his counsel regarding the scope of the Disciplinary Decision, I advised that “consistent with the [Disciplinary

³ The underlying facts and charges in the prior disciplinary proceedings against Mr. Aloise are more fully set forth in the Opinion, Disciplinary Decision, and the record accompanying those orders.

Decision], Mr. Aloise shall not be permitted to be employed by or consult (in a paid or unpaid capacity) for any health, benefit, or like fund affiliated, associated or connected to the IBT for two years from the date of the [decision]. Similarly, he cannot serve as a trustee for any such funds” IIO Exhibit 12 at 618-19.

C. The Current Charges

Mr. Aloise’s suspension ended on December 21, 2019. On February 14, 2020, the IIO referred a proposed charge report (“Charge Report”) to the General Executive Board of the IBT recommending that charges be filed against Mr. Aloise for violations alleged to have been committed during his suspension. *See* IRO Exhibit 1. On February 25, 2020, General President James P. Hoffa adopted and filed the recommended charges against Mr. Aloise. *See* IRO Exhibit 2. The charges are as follows:⁴

Charge I

While a suspended officer of the IBT, IBT Local 853, and Joint Council 7, Aloise brought reproach upon the IBT and violated his membership oath by: knowingly harming a fellow member; interfering with and inducing others to interfere with the performance of the Union’s legal obligations, retaliating and threatening to retaliate against members for exercising rights under the IBT Constitution, and committing an act of racketeering; all in violation of IBT Const., Article II, Section 2 (a); IBT Const., Art. XIX, Sections 7 (b) (2), (5), (10), and (11), IBT Const., Art. XIX, Sec. 14 (a); and 18 U.S.C. §875 (d); to wit:

In October 2018, Aloise threatened to cause financial harm to Instituto Laboral de La Raza, a charitable organization, if an award it had previously announced would be awarded to a fellow member, Rick Hicks, were not rescinded. These threats were made in retaliation for the fellow member’s good-faith efforts to comply with the terms of the Independent Review Officer’s December 22, 2017 Order. In response to threats Aloise made to members of the La Raza board, that award was rescinded, thereby intentionally causing harm to a fellow Teamster. Notwithstanding the acquiescence of the La Raza board to Aloise’s demand for rescission of the award to Hicks, the change made after Aloise’s threats of financial harm did in fact cause financial harm to a [sic] La Raza, as detailed in the report.

⁴ The Charge Report listed the charges against Mr. Aloise in the first person. They have been modified here to refer to Mr. Aloise in the third person and are otherwise identical to those in the Charge Report. *See* IRO Exhibit 2.

Charge II

While a suspended officer of the IBT, IBT Local 853, and Joint Council 7, Aloise brought reproach upon the IBT and violated his membership oath by: interfering with and inducing others to interfere with the performance of the Union's legal obligations, and unreasonably failing to cooperate fully with a proceeding of the Independent Review Officer; all in violation of IBT Const., Art. II, Sec. 2(a) and IBT Const., Art. XIX, Sec. 7 (b) (2), and (5), and IBT Const., Art. XIX, Sec. 14(a); to wit:

As detailed in the above report, on December 22, 2017, pursuant to the Final Agreement and Order (the "Final Order") the Hon. Barbara S. Jones, Independent Review Officer, issued a decision suspending Aloise from all IBT-affiliated positions for two years and ordered that Aloise not participate in any IBT related activity for two years, from December 22, 2017 and continuing to December 22, 2019. Notwithstanding that suspension, Aloise interjected himself in the affairs of IBT Local 853, Joint Council 7 and the IBT despite these prohibitions against his Union activity. For example, Aloise continued to participate in the IBT's efforts to organize workers in the cannabis industry, to organize Uber and Lyft drivers, Aloise attended the annual Unity Conferences in Las Vegas and the Soft Drink and Beverage Conference held in Florida. At other times, Aloise advised Teamsters on contract language, advised on the purchase by Local 853, of a new building, and advised on his preference for which members should or should not serve on union committees. At other times, through his use of emails and text messages, Aloise advised and instructed on and discussed Union matters with Joint Council 7 Executive Board members and Local 853 business agents and Executive Board members. In many ways, Aloise broadcasted the appearance that he continued to maintain influence and control over Local 853, Joint Council 7 and IBT affairs.

Charge III

While a suspended officer of the IBT, IBT Local 853, and Joint Council 7, Aloise brought reproach upon the IBT and violated his membership oath by: interfering with and inducing others to interfere with the performance of the Union's legal obligations, retaliating against other members for the exercise of their rights under the IBT Constitution, and obstructing and interfering with an investigation conducted by the IIO; all in violation of IBT Const., Art. II, Sec. 2 (a), and IBT Const., Art. XIX, Sec. 7 (b) (2), (5), (10), and (12) and IBT Const., Art. XIX, Sec. 14 (a); to wit:

As detailed in the above report, in retaliation for his good-faith attempts to comply with the Independent Review Officer's December 22, 2017 Order, Aloise threatened to prevent a fellow member, Rick Hicks, from receiving any future appointments to positions within the IBT; based upon Aloise's belief that they were cooperating with an IIO investigation, Aloise labeled publicly two fellow IBT members and a former IBT member as "rats" or "snitches," thereby causing harm to

their reputations; and Aloise threatened an IBT Local's Communications Director with a reminder that Aloise "will be back," thereby implying that Aloise intended to retaliate against the fellow Teamster.

IRO Exhibit 1 at 29-31.

On July 20, 2020, an IBT Hearing Panel ("Panel") conducted a hearing on the charges and, on September 2, 2020, issued a written decision concluding that a preponderance of the reliable evidence supported portions of each charge. *See* IRO Exhibit 7. As a sanction, the Panel recommended that Mr. Aloise be suspended from his union positions for 30 days. *Id.*

A meeting of the General Executive Board was scheduled for October 1, 2020, to either accept or reject the Panel's Report and Recommendations. *See* IRO Exhibit 8. Instead, on September 26, 2020, the Board approved a settlement agreement proposed by Mr. Aloise to fully resolve the charges against him. *See* IRO Exhibit 9. Under the terms of the settlement, Mr. Aloise agreed to a suspension from his union positions for 30 days. *Id.*

On October 8, 2020, and on October 28, 2020, I determined that the settlement agreement was inadequate pursuant to the Final Order, and informed the IBT of that determination.⁵ *See* IRO Exhibits 10 and 19. The IBT indicated that it would take no further action, *see* IRO Exhibit 20, and on December 8, 2020, I ordered a *de novo* hearing, *see* IRO Exhibit 22.

The *de novo* hearing was held in April 2021. *See* Transcript of the *de novo* Hearing in the Matter of Rome Aloise ("Hearing Tr."). Mr. Aloise was represented by counsel, testimony was taken from multiple witnesses, including Mr. Aloise, and the parties submitted numerous exhibits and affidavits in support of their respective positions. Post-hearing briefs were submitted by the IIO and Mr. Aloise between May 19 and June 28, 2021.

⁵ Section 36 of the Final Order requires the IRO to approve all proposed settlement agreements.

II. DISCUSSION

A. Applicable Law

1. Standard of Proof

In order to sustain the charges against Mr. Aloise, the charges must be supported by a preponderance of the reliable evidence. *See* Hearing Rule C; *United States v. IBT [Simpson]*, 931 F. Supp. 1074, 1089 (SDNY 1996), *aff'd*, 120 F. 3d 341 (2d Cir. 1997). “[A]ll evidence and testimony offered at the hearing may be accepted, by the [IRO], to be weighed post-hearing in light of the hearing testimony and post-hearing submissions.” Hearing Rule L.

2. IBT Constitutional Provisions

Mr. Aloise is charged with violating the following IBT Constitutional provisions:

- i. Article II, Section 2(a), which contains the oath of office or oath of loyalty to the union and mandates, in relevant part, that all members “observe the Constitution and laws of the [IBT], and the Bylaws and laws of his Local Union; . . . conduct himself or herself at all times in such a manner as not to bring reproach upon the Union; [and] . . . never knowingly harm a fellow member.”
- ii. Article XIX, Section 7(b), which lists a number of chargeable violations, including as relevant here:
 - a. Section 7(b)(2): “Violation of oath of office or of the oath of loyalty to the Local Union and the International Union.”
 - b. Section 7(b)(5): “Conduct which is disruptive of, interferes with, or induces others to disrupt or interfere with, the performance of any union’s legal or contractual obligations.”
 - c. Section 7(b)(10): “Retaliating or threatening to retaliate against any member for exercising rights under this Constitution or applicable law including the right to speak, vote, seek election to office, support the candidate of one’s choice, or participate in the affairs of the Union.”
 - d. Section 7(b)(11): “Committing any act of racketeering activity as defined by applicable law.”

- e. Section 7(b)(12): “Obstructing or interfering with the work of, or unreasonably failing to cooperate in any investigation conducted by a Personal Representative appointed by the General President.”
- iii. Article XIX, Section 14(a), which requires members to “cooperate fully with the Disciplinary Officers in the course of any investigation or proceeding undertaken by it. Unreasonable failure to cooperate shall be deemed to be conduct which brings reproach upon the Union.”

3. Standard Applicable to Suspended Officers

The standards governing the conduct of Teamster officers that have been suspended from their elected or appointed positions have been established under the Final Order. *See United States v. IBT [Friedman]*, 838 F. Supp. 800 (SDNY 1993), *aff’d*, 33 F.3d 50 (2d Cir. 1994); *see also Investigations Officer v. Yontek, et al. [Friedman]*, Decision of the Independent Administrator (June 21, 1993)(affirmed by *IBT [Friedman]*, 838 F. Supp. 800).⁶

The Court in *Friedman*, affirming the Decision of the Independent Administrator (“IA”) in the underlying proceedings, made clear that suspended union officials, especially those who are permitted to remain a member of the IBT, must “scrupulously abide by the terms of the suspension.” *IBT [Friedman]*, 838 F. Supp. at 809. The Court further held that “[t]he suspended IBT official must approach his suspension with a grave sense of respect. He must accept its provisions not only in form but also in substance and spirit.” *Id.*

The Court in *Freidman* also found that, “[t]he availability of suspension as a sanction in IBT disciplinary matters lends to the [Final Order] credibility and respect. . . .[b]y contrast, the

⁶ Pursuant to the Final Order, “[a]ll matters of construction and interpretation of the Consent Decree, Election Rules, and obligations imposed upon members under the IBT Constitution shall continue to be governed by the decisional law established in this action by the Independent Administrator, the IRB, . . . this Court, and the United States Court of Appeals for the Second Circuit. The IBT shall continue to make precedents established during the Consent Decree, and thereafter, available to the IBT membership through the IBT website or other means designed to afford similar access to the membership.” Final Order, ¶ 49.

suspension that is enforced only in form undermines the [Final Order] and sends the message to the membership that dishonest IBT officials are immune from the law.” *IBT [Friedman]*, 838 F. Supp. at 809.

The IA in *Yontek [Friedman]* unambiguously defined what is required when an officer is suspended from holding any position with the union, and held that “simply removing oneself from office is not enough to comply with a suspension order.” *Yontek [Friedman]* at 9. The IA explained:

In order for a suspension from the IBT to have any effect whatsoever, it must be implemented in both substance and form. In other words, Union power must be relinquished through all channels – de jure and de facto – legitimate and illegitimate; denotative and connotative. To comply with a suspension order, it is not nearly enough for a Union leader to simply stop using his title. Rather, he must not seek to exert any measure of authority over the Union. He must not put any pressure, no matter how subtle, upon those who have learned to follow his lead. He must not seek to give direction of any type to any IBT body, no matter what the means. In short, he must not in any way attempt to give the impression, either to the Union leadership or membership, that he still retains any power of any sort.

Id. at 9-10 (emphasis added).

In light of this precedent, it is evident that relinquishment by a suspended officer of his or her union positions in name or in part only is insufficient to comply with a suspension order; the officer must cease all efforts or attempts to direct, influence, or instruct union officials or members on matters of union business, or interject himself or herself in the business of the union. The suspended officer must also cease any attempts to exert any leadership, power or authority over union members or union matters. To be effective and achieve the goals of the Final Order, a suspension must be implemented not only in appearance, but also in practice. *See IBT [Friedman]*, 838 F. Supp. at 809.

Finally, as the Court found in *Friedman*, the “IBT bears the legal obligation to ensure that suspensions imposed pursuant to the [Final Order] are carried out completely, properly, and fully.” *IBT [Friedman]*, 838 F. Supp. at 813; *see also Yontek [Friedman]* at 22. Thus, a suspended officer’s violation of a suspension order both brings reproach upon the union in violation of IBT Constitution Article II, Section 2(a), and interferes with the performance of the union’s legal obligations in violation of IBT Constitution Article XIX, Section 7(b)(5). *See IBT [Friedman]*, 838 F. Supp. at 813; *Yontek [Friedman]* at 22.

B. Charge One

In Charge One, Mr. Aloise is charged with violating the IBT Constitution and bringing reproach upon the union by, among other things, threatening to cause financial harm to Instituto Laboral de La Raza (“La Raza”), a charitable organization, knowingly causing harm to a fellow Teamster, Rick Hicks, and retaliating against Mr. Hicks for exercising his rights under the IBT Constitution. After reviewing all the evidence presented, I find that each of these allegations is supported by a preponderance of the reliable evidence.⁷ I have considered the additional allegations contained within Charge One, including interfering with the performance of the union’s legal obligations and committing an act of racketeering. I do not find these charges supported by a preponderance of the evidence.

1. Threats to La Raza and Rescission of Hicks’ Labor Award Nomination

La Raza is a labor related non-profit organization based in San Francisco and its mission is to provide labor rights education and legal advocacy to low income workers. *See* Hearing Tr.

⁷ Pursuant to the IBT Constitution, members are required to conduct themselves “at all times in such a manner as not to bring reproach upon the Union.” IBT Constitution, Article II, Section 2(a). The reproach standard is broad and encompasses both IBT Constitutional violations and conduct that otherwise reflects negatively on the union. *See* Opinion at 44-45, dated October 24, 2017 (citing *United States v. IBT [Friedman and Hughes]*, 905 F.2d 610, 619-20 (2d. Cir. 1990).

664:5-15; 745:2-11; *see also* www.ilaboral.org. One of La Raza's primary funding sources is an annual awards dinner where national and local labor leaders are honored for their accomplishments in the labor movement. *See* Hearing Tr. 664:20-667:1; 757:25-758:20.

The organization relies on financial support from local unions in the Bay Area, which includes Mr. Aloise's local and the locals affiliated with Joint Council 7. *See* RA Exhibit D at ¶ 6 ("there is no doubt that Joint Council 7 and the local unions affiliated with it are essential to [La Raza's] fundraising and support"); *see also* Attachment 1 to RA Exhibit D. The Teamsters are one of La Raza's largest benefactors and La Raza has repeatedly honored Teamster officers at its annual dinners. *See* RA Exhibit D at ¶ 6; Hearing Tr. 756:6-10; *see also* IIO Exhibit 51 at 1231-32.

On September 5, 2018, in preparation for the 2019 awards dinner, La Raza's Board of Directors nominated Rick Hicks for the National Labor Leader of the Year award. *See* Attachment 4 to RA Exhibit D at 45-46; *see also* IIO Exhibit 59 at 1292-93. Mr. Hicks was, and remains, the Secretary-Treasurer of Local Union 174 and President of Joint Council 28, both located in Washington State. Mr. Aloise testified that he considered Mr. Hicks a political rival based on events that occurred at the 2016 IBT International Delegates Convention. *See* Hearing Tr. 167:11-169:7.

At some point between September 5th and September 13th, Mr. Aloise learned that La Raza had nominated Mr. Hicks. Mr. Aloise contacted the Treasurer of La Raza, Rudy Gonzalez – at the time a former Teamster – in an effort to convince members of the La Raza Board to rescind the nomination. *See* Hearing Tr. 954:15-955:6; *see also* IIO Exhibit 722 at 4024-25. On or around September 16, 2018, following his conversations with Mr. Aloise, Mr. Gonzalez raised with other La Raza Board members the idea of changing the nominee; however, on September

18, 2018, La Raza’s President said that the organization was bound to move forward with Mr. Hicks. *See* IIO Exhibit 722 at 4024-25; *see also* IIO Exhibit 723 at 4029.

During the September 15th through 18th time period, Mr. Hicks made public his opposition to Mr. Aloise’s attendance at an IBT pension seminar that was to be held at Joint Council 28’s offices on September 27, 2018. The seminar was planned by the Western Conference of Teamsters Pension Trust (“WCTPT”) to, among other things, educate Principal Officers, Business Agents and Contract Negotiators regarding bargaining strategies to increase Teamster participation in the trust. *See* IIO Exhibit 44 at 1013-20. Mr. Hicks testified that, due to Mr. Aloise’s status as a suspended officer, he was concerned that Mr. Aloise’ participation might violate the Disciplinary Decision and that his attendance could cause other members to run afoul of the order. *See* RA Exhibit C ¶ 12; Hearing Tr. 578:15-21 and 581:16-25. On September 18, 2018, Mr. Hicks notified all local unions within Joint Council 28 that it would no longer host the event due to Mr. Aloise’s attendance. *See* Exhibit 44 at 1022.⁸

On or around September 29, 2018, after the seminar had taken place, Mr. Aloise became aware that his earlier efforts to nix Mr. Hicks’ award had not been successful and that La Raza had not rescinded the nomination to Mr. Hicks. *See* IBT Hearing Panel Transcript dated July 20, 2020 (“IBT Panel Tr.”) 158:2-11. At this point, Mr. Aloise redoubled his efforts to compel La Raza to do so.

On October 2, 2018, at approximately 7:40 p.m., Mr. Aloise called Freddy Sanchez – a former Teamster and the La Raza Board member who originally nominated Mr. Hicks – and told Mr. Sanchez that he was “going to have to get rid of Hicks” as the nominee. *See* Hearing Tr.

⁸ The seminar was held at a different location on September 27, 2018, and Mr. Aloise attended. *See* IIO Exhibit 9; *see also* Hearing Tr. 1000:6-20.

668:12-673:11; *see also* IIO Exhibit 59 at 1307; RA Exhibit FF; IBT Panel Tr. 165:8-14. Mr.

Sanchez testified that during the call Mr. Aloise also stated:

Well, I'll tell you what . . . You're going to have to do it or else . . . the Instituto will end up getting hurt if you don't do what I'm asking you to – not asking – what I'm telling you to do . . . what I'm telling you is that your dinner will be a total failure . . . I will make sure that no Teamster local unions are in attendance at that dinner

Hearing Tr. 671:21-672:6.⁹

At 8:03 p.m., Mr. Aloise sent a text message to Mr. Gonzalez in which Mr. Aloise described his call with Mr. Sanchez. The text from Mr. Aloise confirmed in detail Mr. Sanchez's account of the call:

Talked to Freddy, I told him I don't want the Instituto to get hurt, but given the actions of Hicks last week, the dinner won't get one penny from Teamsters in JC 7 and I will make it my personal mission to kill other unions from participating and any other JC. I would suggest that Jaime [La Raza's President] pull the nomination and make whatever excuse he has to to [sic] Hicks. He can use last week's actions to justify it.

IIO Exhibit 722 at 4025-26.

Nine minutes after sending that text, Mr. Aloise also sent an email to Mr. Gonzalez and reiterated the same threats to La Raza if it did not rescind the award to Mr. Hicks. In pertinent part, he stated:

I don't want to hurt the Instutudo [sic], but if they follow through they will never get our support again. His actions last week are enough for them to tell him he is too controversial and that they cannot have him be the nominee. How stupid not to get someone from the Bay Area anyway. Peter [Finn], Dave [Hawley], Mark [Gleason]. If they change, I will sell tickets for them. Amazing... I would appreciate it if you didn't share this email. I will also talk to Jaime [La Raza's President], if you can get his number.

IIO Exhibit 699 at 3700.

⁹ Mr. Sanchez testified at the hearing before me and I found him credible, clear and in command of the facts. Further, Mr. Sanchez provided many details regarding the events at issue that were corroborated by other evidence.

According to Mr. Gonzalez, he interpreted Mr. Aloise's messages to be a clear indication that Mr. Aloise would attempt to pull Teamster support from the annual dinner, which would harm La Raza financially. *See* Hearing Tr. 755:12-757:24. As a result, on October 2nd, within an hour of Mr. Aloise's phone call to Mr. Sanchez and his messages to Mr. Gonzalez, Mr. Gonzalez informed the Board by email that they were at risk if the award to Mr. Hicks was not rescinded. The email stated, in relevant part:

Board Colleagues: I regret to inform you all that Mr. Rick Hicks has made political decisions that will now put Instituto and our annual fund raiser in the middle of an internal fight of the International Teamsters and perhaps more importantly, the Joint Council that represents Northern California. We literally cannot afford to have the Institute placed in the middle of a controversy.

IIO Exhibit 55; *see also* IIO Exhibit 59 at 1317.

On October 3rd, in response to Mr. Aloise's threats, the Board voted to rescind the award to Mr. Hicks. *See* IIO Exhibit 58 at 1284. That same day, Mr. Aloise was notified of the Board's decision. *See* IIO Exhibit 722 at 4027; *see also* IIO Exhibit 58 at 1270. Two days later, on October 5th, at 5:11 p.m., La Raza notified Mr. Hicks that the organization was withdrawing his nomination. *See* IIO Exhibit 57. The notification was accompanied by an email from Sarah E. Shaker, the then-Executive Director of La Raza, which stated, "I am so sorry. My Board, which includes Teamsters, has advised that we cannot proceed with our invite to you because of the danger of potential backlash directed at the nonprofit by ranks of Teamsters." *See* IIO Exhibit 57.

Mr. Aloise also received a copy on October 5th of the Board's letter withdrawing Mr. Hicks' nomination, and at 5:37 p.m. sent it to his political allies: Carlos Borba, Dave Hawley, Ashley Alvarado, Dennis Hart, and Doug Bloch. *See* IIO Exhibit 62. Mr. Hawley replied, "I

love it.” See IIO Exhibit 64; see also RA Exhibit W at ¶ 12. Mr. Hart in turn, replied “Campaign Material!” See IIO Exhibit 64; see also RA Exhibit X at ¶ 25.

During the *de novo* hearing, when asked about the emails and texts he sent to Mr. Gonzalez on October 2, 2018, Mr. Aloise testified:

You know I have a propensity sometimes to go off. I must have thought they didn’t move fast enough. By that time, I was pissed about the Seattle meeting. I was embarrassed about what had happened . . . now that I think about it and read it, because they hadn’t moved yet to get rid of him. And then it became something personal. It wasn’t before, it came afterwards.

See Hearing Tr. 1576:23-1577:16.¹⁰

2. Analysis

Based on a preponderance of the reliable evidence, I find that Mr. Aloise threatened to cause financial harm to La Raza, retaliated against Mr. Hicks, and knowingly harmed Mr. Hicks in violation of the IBT Constitution.

It is clear from the evidence that the local unions in Northern California are an important source of funding for La Raza. The evidence also shows that Mr. Aloise was well aware of the critical support those Teamsters provided, and that he threatened to cause them to withhold that support unless the nominee for the dinner was changed.

Mr. Aloise threatened and coerced a charitable organization dedicated to protecting workers’ rights in an effort to exact retribution and cause harm to a fellow Teamster. Based on Mr. Aloise’s tenure and influence within the IBT, La Raza’s Board members rightfully believed

¹⁰ Mr. Aloise also testified that he viewed Mr. Hicks’ conduct as a “political power play” and that there was “no question” that he was “pissed off” at Mr. Hicks for attempting to prevent his attendance at the seminar. See Hearing Tr. 165:17-166:16; see also IIO Exhibits 475 and 478.

that his threats were credible.¹¹ Simply put, Mr. Aloise threatened La Raza with financial harm unless his demands were met. Additionally, it is evident from the record that Mr. Aloise used the power he retained within the IBT to retaliate against Mr. Hicks for voicing his objections to Mr. Aloise's attendance at an IBT event and to compel a third party to rescind a benefit to, and thus harm, a fellow Teamster.

Mr. Aloise's arguments that La Raza independently determined to rescind the award to Mr. Hicks because he was not from the Bay Area are unpersuasive and unsupported by the evidence. *See* Aloise Brief at 10-11. Mr. Aloise interfered in La Raza's nomination process repeatedly and unambiguously, communicating directly with individuals who could influence the selection of the award recipient. *See* Hearing Tr. 954:15-955:6 and 671:16-672:6. His own emails, text messages and testimony substantiate the threats he made to La Raza and belie his contention that La Raza made the decision unconstrained. Further, the evidence shows that Mr. Hicks remained the nominee until Mr. Aloise threatened financial harm to the organization and that the award was in fact rescinded due to the repeated pressure from Mr. Aloise. *See* IIO Exhibit 723 at 4029.

Accordingly, I find the IIO has proven by a preponderance of the evidence that Mr. Aloise brought reproach upon the union and violated his membership oath by threatening a charitable organization, knowingly harming a fellow Teamster, and retaliating against a fellow Teamster for exercising his rights under the IBT Constitution in violation of Article II, Section 2(a) and Article XIX, Sections 7(b)(2) and (10).¹²

¹¹ I note that the IBT Hearing Panel sustained Charge I with respect to Mr. Aloise's threatening remarks to Mr. Sanchez concerning La Raza. *See* IRO Exhibit 7 at 8-9.

¹² Although Charge One includes an allegation of racketeering under 18 U.S.C. § 875 and §1961(a), based on the facts and arguments presented, I find the IIO has not met its burden to

C. Charge Two

In Charge Two, the IIO has charged that Mr. Aloise, while a suspended officer, interjected himself in the business of the IBT by directing, instructing, and attempting to influence Teamster officers and members on union matters, and held himself out as a figure of authority to both members and employers, in violation of his suspension order and the IBT Constitution. After conducting a review of all of the evidence in connection with Charge Two, I find that the allegations are supported by a preponderance of the reliable evidence and that Mr. Aloise violated the suspension order, brought reproach upon the union and interfered with the performance of the union's legal obligations.¹³

1. Aloise's Conduct While a Suspended Officer

Although Mr. Aloise was suspended as an officer, he was permitted to remain a union member and participate in union affairs as a rank and file member. To comply with his suspension, however, Mr. Aloise was required to remove himself from his union positions in both form and substance. *See, IBT [Friedman]*, 838 F. Supp. at 809; *see also supra* Section II(A)(3). Mr. Aloise testified that he understood the requirements of his suspension. *See* Hearing Tr. 265:24-266:13. ("I couldn't tell anybody what to do and I wouldn't be involved in any negotiations or any trust fund activities or anything else."). Similarly, in his post-hearing brief Mr. Aloise acknowledged that, "[a]s precedent established, [the suspension] meant that he

prove this violation by a preponderance of the evidence. Additionally, I do not find the proof sufficient to establish that Mr. Aloise's conduct caused financial harm to La Raza as the evidence points to other possible factors for the lower than usual attendance at the awards dinner.

¹³ Charge Two includes an allegation that Mr. Aloise's conduct during his suspension constitutes a failure to cooperate with a proceeding of the IRO. *See* Article XIX, Section 14(a). However, as the IIO acknowledges, there is no precedent for extending that provision of the IBT Constitution to include Mr. Aloise's violation of his suspension order, *see* IRO Exhibit 1 at 24, and I decline to do so.

could not exercise, either directly or indirectly, any authority or control with respect to Union matters at the [IBT] or any IBT affiliate.” Aloise Brief at 19 (citing *Yontek [Friedman]*).

Nevertheless, throughout his suspension, Mr. Aloise involved himself in the business of Local 853 and Joint Council 7 and gave directions and instructions to union officers on union matters. At times, Mr. Aloise engaged in union matters directly and communicated with outside parties as if he were still in a position of authority. Whether union officials always followed Mr. Aloise’s instructions is immaterial; the fact remains that he gave such directions and attempted to influence union business. *See IBT [Friedman]*, 838 F. Supp. at 805, 809-810. Such conduct is violative of both his suspension and the IBT Constitution.¹⁴

Mr. Aloise contends that he complied with the terms of his suspension because he was merely acting as a rank and file member and, beyond that, only provided “historical perspectives” on union matters. *See, generally*, Aloise Brief at II. I disagree. As stated in Mr. Aloise’s own brief, “[o]fficers and business agents have clearly defined responsibilities that rank-and-file members do not.” Aloise Brief at 24. Additionally, contrary to Mr. Aloise’s arguments, the Disciplinary Decision did not provide an exception to the terms of his suspension for providing “historical perspectives.” But, even if the Disciplinary Decision were to be read to include such an allowance, I find that Mr. Aloise’s communications and conduct were not nearly so limited. Mr. Aloise continued to involve himself in union affairs as if he were still an officer, not a rank and file member, and not simply by providing the benefit of a “historical perspective.”

¹⁴ Based on the evidence, despite his suspension, Mr. Aloise continued to monitor the affairs of the union by maintaining access to his official IBT email account on his mobile phone. *See* Hearing Tr. 215:16-217:9. Such access allowed Mr. Aloise to continue to interject himself in union business in violation of his suspension.

His claim that his conduct was merely that of an IBT member is disingenuous. *See IBT [Friedman]*, 838 F. Supp. at 812.¹⁵

Mr. Aloise also argues that his involvement in union affairs should not be considered a violation of his suspension because his communications to union officers included disclaimers that he was no longer in authority and was just giving advice.¹⁶ *See* Aloise Brief at 22, 40; *see also, e.g.*, Appendix A to Aloise Brief at 4, 5, 7 and 13. However, I find these disclaimers to be a thinly veiled attempt to disguise his continued efforts to direct and influence union matters. As in *Friedman*, such disclaimers are not “a talisman that magically transformed [his] comments into those that were non-violative of his suspension.” *See Yontek [Friedman]* at 13; *see also IBT [Friedman]*, 838 F. Supp. at 810. Further, rather than create a safe-harbor, I find that Mr. Aloise’s caveats show that he knew he was prohibited from engaging in such activity.

Mr. Aloise also claims that, as a rank and file member, he was permitted to discuss union business with officers pursuant to §411(a) of the Labor-Management Reporting and Disclosure Act (“LMRDA”) and the IBT Constitution. *See* Aloise Brief at 23-26. These arguments lack merit. “While [the LMRDA] confers broad rights of expression and association upon IBT members, it also makes clear that these rights should not be ‘construed to impair’ the ability of the [Independent Disciplinary Officers], acting within the disciplinary authority vested in [them] by the [Final Order] to punish IBT members that violate the ‘reasonable rules’ of the IBT

¹⁵ The IBT Hearing Panel also found “on some occasions during his suspension Brother Aloise’s interactions with Teamster officials transcended simple communications about ‘historical perspectives.’” IRO Exhibit 7 at 10. The panel “conclude[d] that the allegation in Charge 2 that [Mr.] Aloise became involved during his suspension in certain of the affairs of Local 853 and Joint Council 7 is supported by a preponderance of the reliable evidence.” *Id.* at 11.

¹⁶ For example, in an email dated August 19, 2018, to a business agent responsible for organizing efforts regarding shuttle bus drivers, after giving directions on contract terms, he stated, “[o]f course this is just a suggestion as I have no authority to tell you to do anything.” IIO Exhibit 70 at 1637.

Constitution.” *IBT [Friedman]*, 838 F. Supp. at 812. The disciplinary orders of the IRO, including the suspension of Mr. Aloise, permissibly restrict the activities of sanctioned members and “conforms with the [LMRDA].” *Id.*

As described below, Mr. Aloise exceeded the limits of his permissible activities as a suspended IBT officer.

a. Shuttle Bus Drivers

During his suspension, Mr. Aloise continued his involvement in Local 853’s efforts to organize shuttle bus drivers at transportation companies in the San Francisco Bay Area. A review of the dozens of email exhibits related to the organizing campaign shows that from January 2018 through at least April 2019, Mr. Aloise instructed and directed local union officers and business agents on contract terms, organizing efforts, and pension benefits – he even drafted documents and correspondence for the officers to disseminate.¹⁷ He also negotiated labor terms directly with an attorney representing the shuttle bus drivers’ employers and presented himself as a person of authority and influence within the union. *See* IIO Exhibits 363, 406 and 442. The following are but a few examples of Mr. Aloise’s activities.

On June 13, 2018, Mr. Aloise devised and directed a strategy to respond to an employer’s efforts urging drivers to reject the union’s benefit plan. *See* IIO Exhibit 310. In an email to Stacy Murphy and Adolph Felix, officers and business agents of Local 853 responsible for organizing the union’s efforts, he instructed:

¹⁷ In addition to the exhibits discussed herein, additional support for the conclusion that he continued to be involved in the organizing shuttle bus efforts can be found at: IIO Exhibits 137, 166, 194, 16, 219, 218, 223, 226, 227, 256, 265, 268, 269, 261, 260, 283, 298, 304, 306, 308, 17, 312, 313, 314, 315, 316, 317, 319, 321, 662, 39, 357, 359, 408, 740, 750, 20, 419, 420, 421, 70, 422, 423, 19, 427, 443, 444, 452, 453, 508, 49, 514, 538, 539, 545, 573, 621, 636, 637, 638, 643, 22, and 654 (assembled in chronological order).

I think Stacy should explain this away and get it rejected and then Adolph should explain the differences in a better contract that you want them to pre-ratify. The Theme [sic] should be that the companies again want the members to give up their future. We need to get the pension office to put together what the pension will provide after 5 years at the rates that they put out there above the \$2 and the 401k and then multiply them out for the future. Need to discuss instant vesting for the Loop and Transdev people, whom I assume are also coming. The press should be given this form so it wets [sic] their interest. I am in LA tomorrow but we should meet Friday and I can work with you on how to present this. Of course this is just advice from me, you need to handle it as you see fits [sic] as I obviously cannot tell you what to do. Let me know if you wish to meet Friday morning and at what time.

Id.

On June 21, 2018, Mr. Aloise emailed an attorney representing a shuttle bus employer and held himself out as a person of authority at Local 853.¹⁸ Mr. Aloise discussed bargaining terms with the attorney directly and requested an “off the record” meeting while at the same time Local 853 officers were negotiating a labor contract with the same employer. *See* IIO Exhibit 363 at 2789-80.

In August 2018, after Local 853 hit a “stalemate” in the negotiations regarding benefit terms, Mr. Aloise emailed the attorney to get him back to the bargaining table. *See* RA Exhibit N at ¶ 19; IIO Exhibit 406.

On August 18, 2018, Mr. Aloise directed Ms. Murphy, the business agent at Local 853, to include critical terms in a collective bargaining agreement that she was negotiating. *See* IIO Exhibit 18; *see also* Hearing Tr. 321:5-326:1. Mr. Aloise stated, “I think these actions are important, get it done,” and in another email in the chain:

At the end of the day, that language has to be there. If the actions don't move them, then perhaps a neutral recommendation at a vote might get that language and three months of retro, or a large bonus instead. I think a letter has to go out to the clients this week explaining that there will be actions, and that the issue is the contractors, who already participate in our pension are refusing to give the drivers retirement

¹⁸ *See* Hearing Tr. 315:24-316:21.

security, past service credits, etc. I think you should write it, with a little help from a friend . . .

IIO Exhibit 18 (ellipses in original).¹⁹

On September 6, 2018, the attorney who represented the employer emailed Mr. Aloise and asked certain questions about the WCTPT. *See* IIO Exhibit 442. Despite the fact that Mr. Aloise was suspended, he obtained information directly from the plan’s administrator and then sent the information to the employer’s attorney, with an email where he stated:

Here is your ‘short’ answer. *Get back to us quickly please.* If you have the right answer, *there might be a willingness to meet with you and hold the other negotiations.*

Id. (emphasis added).

In sum, Mr. Aloise’s communications with the officers and members, as well as an employer’s counsel, in connection with the union’s efforts to organize the shuttle bus drivers demonstrates that Mr. Aloise interjected himself into, gave direction, and attempted to influence the affairs of the union. Additionally, Mr. Aloise’s actions show that despite his suspension, he continued to present himself as a person of influence and authority over union matters.

b. Cannabis Industry

Mr. Aloise’s involvement in the IBT’s efforts to organize workers in the cannabis industry also demonstrates his continued attempts to involve himself in directing union business while suspended. Throughout 2018 and 2019, the IBT was spearheading efforts to negotiate with employers and organize workers in the transportation, manufacture, and distribution of cannabis across the United States.²⁰ Mr. Aloise provided direction and instruction to the officers

¹⁹ At the hearing, Mr. Aloise confirmed that these specific terms were “absolutely important to the whole nature of [the] agreement.” Hearing Tr. 324:17-19. Mr. Aloise further testified that his emails to Ms. Murphy were “instructive” on this issue. *See* Hearing Tr. 323:13-19.

²⁰ *See* IIO Exhibit 23, 744, 746, 329, 331, 335, 747, 749, 751, 752, 83, 607, 608, 610, 753, 755, 756, 757, 84, 33, 758, and 659 (assembled in chronological order).

involved in the IBT's organizing efforts – especially when those activities concerned California – and the officers kept Mr. Aloise apprised of developments. Mr. Aloise asserts that the extent of his involvement in the cannabis industry was limited to referring an attorney to a business representative at Local 853. *See* Aloise Brief at 34-35; *see also* RA Exhibit K. The evidence shows otherwise.

In fact, in June of 2018, Mr. Aloise negotiated directly with an attorney representing a cannabis employer based in San Francisco that had resisted the Teamsters' efforts to organize workers. *See* IIO Exhibit 329 and 335.²¹ Six months later, in January of 2019, Mr. Aloise was also asked by a business agent for Local 853 to review the draft Collective Bargaining Agreements that the local had negotiated with the same employer. *See* IIO Exhibit 752. In addition, as certain cannabis dispensaries entered into Labor Peace Agreements with the IBT, Mr. Aloise directed which Teamster officers and business agents in California should handle future organizing efforts. *See* IIO Exhibit 608; *see also* IIO Exhibit 634. Mr. Aloise even instructed which specific local unions in California should represent cannabis workers. *See* IIO Exhibit 610; *see also* Hearing Tr. 391:21-392:8.

c. Local 853's Purchase of a New Building

Mr. Aloise's impermissible involvement in the business of the union is further illustrated by Local 853's purchase of a new building. In March 2019, the building located next to Local 853's offices came on the market. The real estate broker that listed the building emailed Mr.

²¹ In one email to the employer's attorney, in which he copied Teamster officers, Mr. Aloise wrote: "Prior to us moving forward in any manner that may be detrimental to Bloom and our relationship, I would like some clarification or confirmation that this is indeed your position. Just to be clear, we expect to negotiate an agreement covering each entity, grow, distribution, manufacturing, dispensaries, etc." IIO Exhibit 335.

Aloise and asked if he was interested in touring the property. *See* IIO Exhibit 628 at 3460.²² Minutes later, Mr. Aloise responded: “Is it possible to see it tomorrow morning?” *Id.* Mr. Aloise then toured the property with the broker on his own and suggested that other Teamster members would like to see the property. *Id.* at 3459. Mr. Aloise organized another tour of the property for officers of Local 853 and Local 2010, which he attended as well. *Id.* at 3458-59; Hearing Tr. 298:1-299:8; *see also* IBT Hearing Panel Tr. 220:5-20.

Mr. Aloise claims that he declined multiple requests from the realtor to tour the property and informed him that he had no decision-making authority with respect to the real estate transaction. Hearing Tr. 295:8-296:10. Mr. Aloise’s argument misses the point. As a suspended officer, Mr. Aloise was prohibited from involving himself in the union’s affairs regardless of whether he was invited to do so.

Mr. Aloise also claims, as he did at the IBT Panel Hearing, that he toured the property because of an interest in real estate and that he was curious whether the building was better than Local 853’s current facilities. *See* Aloise Brief at 43; *see also* IBT Panel Tr. 216:13-217:2. As the IBT Hearing Panel found, Mr. Aloise’s involvement cannot “be dismissed as merely sharing a ‘historical perspective.’ Nor [is] persuasive his claim that he was merely ‘curious’ and ‘like[s] to look at real estate.’” *See* IRO Exhibit 7 at 10 (second bracket in original).

d. Additional Involvement in Union Matters

Lest there be any doubt as to the extent and degree of Mr. Aloise’s violative conduct, the following are additional examples of Mr. Aloise’s continued involvement in, direction of, and attempts to influence union affairs.

²² The listing agent, who knew Mr. Aloise, was aware that he had been interested previously in purchasing the property for Local 853 in 2014. *See* Hearing Tr. 293:2-294:4 and 295:6-13.

- Mr. Aloise involved himself in Teamster efforts to organize Uber and Lyft drivers. Mr. Aloise argues that he was not working on behalf of the Teamsters, but instead was engaged by the California Federation of Labor (“Cal Fed”) and the State Building and Construction Trades Council (“Building Trades”) to help organize the drivers and lobby the California legislature on their behalf. *See* Aloise Brief at 35-37. The email evidence, however, demonstrates that his involvement went beyond representing those labor organizations and that he was also specifically directing Teamster officials regarding the organizing campaign. Even though Mr. Aloise was consulting for the Cal Fed and Building Trades, that did not excuse him from the prohibitions of his suspension order.
 - In November 2018, he told Teamsters responsible for the organizing effort, that “For any of this to get traction in California, it will need to have some language about staying out of certain functions, which are core industries to the Teamsters i.e.;[sic] such as package delivery, freight transportation, etc. If there is to be a carve out of their ‘industry,’ this will be essential, and perhaps a model for the other companies to deal with the ramifications of the Dynamix [sic] decision. I am meeting with people from the State Fed today to discuss their ideas, fears, prejudices, and all. Also, I will meet with Hoffa next week to get him on board.” IIO Exhibit 38 at 659.
 - In August 2018, Mr. Aloise discussed establishing a guild for the drivers in San Francisco with Teamster officials: “Given what is going on in NY surrounding the UBER-LYFT app based drivers with the minimum wage and the limitation on the number of drivers, maybe it is worth talking about setting up a Driver’s Guild in SF, and then of course expanding it at a later date.” IIO Exhibit 35 at 653.
 - Also in August 2018, Mr. Aloise emailed Teamster officers regarding organizing efforts, “Just wanted to get the dialogue going again on this. I think it has to work within the group that is established with Working Partnerships but Mark [Gleason – Secretary-Treasurer of Local 665] and Local 853 might want to be players also in what comes out of the discussions. Seems while this stuff is news worthy, and even though the idea may be more involved it is organizing fodder. I wasn’t saying this should be something apart from the WPUSA, just an introductory to Dennis [Hart] and Mark and these guys. Would that cause blowback?” IIO Exhibit 397.
 - In October 2018, Mr. Aloise took part in drafting a term sheet establishing a “Worker’s Benefit Fund” with Teamsters Local 117 on behalf of the drivers. *See* IIO Exhibits 36 and 532. After receiving a proposed term sheet, Mr. Aloise sent it to a Teamster organizer and stated, “Please take a look at this and let’s talk later today if you can.” *Id.*
- Mr. Aloise continued to participate in the affairs of Joint Council 7.
 - In February 2018, the Joint Council 7 executive board received a letter from Marty Frates, the Secretary-Treasurer of Local Union 70, located within Joint

Council 7. Mr. Aloise, who also received a copy of the letter, drafted a response on behalf of the Joint Council and sent it to the executive board with the preface: “This is in the context of giving you, the leaders of JC 7, an idea of how he should be dealt with. He is challenging you in my absence and doing something that does nothing but show you all disrespect.” IIO Exhibit 714.

- Mr. Aloise drafted and sent a political flyer attacking Mr. Frates to Joint Council 7 executives and stated, “WHAT DO YOU THINK ABOUT HANDING THIS OUT AT THE EVENT?” IIO Exhibit 364; *see also* IIO Exhibit 411.
- When Mr. Frates requested minutes from Joint Council 7’s meetings, Mr. Aloise emailed the President of the Joint Council stating, “Fuck him. Tell him you will want the agendas to his meetings” and “You should tell him he has to be on the EBoard to get that agenda and he will be dead before that happens.” IIO Exhibit 367 at 2800.
- After Mr. Frates was removed from his position as Chairman of the UPS NorCal Committee, Mr. Aloise sent an email to Joint Council 7 executives stating, “Need to inoculate the members about his firing and signing off on the supplement with a brief exclamation [sic] and get it out to all areas.” IIO Exhibit 405.
- Mr. Aloise continued to make personnel decisions for Local 853. In February 2019, he directed which business agent should be assigned to the construction of a new stadium, stating, “Rodney was to be Levi’s BA, not anywhere else, just to be clear.” IIO Exhibit 616; *see also* Hearing Tr. 400:22-402:17.
- Mr. Aloise drafted grievance letters on behalf of Local 853 business agents. *See e.g.*, IIO Exhibit 632 (March 16, 2019 email to Ms. Murphy attaching draft letter and stating “Word version I hope so that you can change, add to, delete, etc.”)
- Mr. Aloise consulted with the local’s outside counsel about contract language regarding benefits and stated, “Lennie spoke to me about the contributions language for Lithotype This contribution language was brought over from [a prior] trust. There has been a number of contracts negotiated since we brought this group over, so I am wondering why this language is all of a sudden an issue?” IIO Exhibit 21 at 631; IIO Exhibit 258.
- Mr. Aloise drafted a letter on behalf of Local 853’s Organizing Committee to organize workers at a foodservice distributor. *See* IIO Exhibit 548.
- Mr. Aloise obtained pension contribution data and sent it to Local 853’s Organizing Committee stating, “Use this but you can use it exactly so take the info and show the group how much money they pay to pension and how many units.” IIO Exhibit 557.
- Mr. Aloise reprimanded a business agent for failing to send an email – originally drafted by Mr. Aloise – to a group of workers. *See* IIO Exhibits 265 and 268. He stated, “I sent

you it yesterday but you need to start stepping up and start responding to potential members. Nothing long or detailed but you need to do it.” IIO Exhibit 268.

2. Conclusion

After considering all the evidence and arguments presented, I find that Mr. Aloise violated his suspension and, accordingly, he brought reproach upon the union, violated his membership oath and interfered with the union’s performance of its legal obligations in violation of IBT Constitution Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (5). *See IBT [Friedman]*, 838 F. Supp. at 813.²³

D. Charge Three

In Charge Three, the IIO alleges Mr. Aloise committed a number of violations of the IBT Constitution. *See* IRO Exhibit 1 at 31. After consideration of all the evidence, I find a preponderance of the reliable evidence supports the conclusion that Mr. Aloise threatened to retaliate against fellow Teamster, Jamie Fleming, for exercising her rights under the IBT Constitution and that his actions brought reproach upon the union. Additionally, I find a preponderance of the reliable evidence supports the allegation that Mr. Aloise called a former IBT member, Freddy Sanchez, a “rat” based on Mr. Aloise’s belief that Mr. Sanchez cooperated in the IIO’s investigation and, accordingly, find that Mr. Aloise’s conduct brought reproach upon the union. As for the remaining allegations in Charge Three, I do not find they are supported by a preponderance of the reliable evidence.

²³ I find the evidence insufficient to support the allegations in Charge Two that Mr. Aloise violated his suspension order by “attend[ing] the annual Unity Conferences in Las Vegas and the Soft Drink and Beverage Conference held in Florida” or that he “advised on his preference for which members should or should not serve on union committees.” *See* IRO Exhibit 1 at 30.

1. Threat to Retaliate Against Jamie Fleming

a. Background

Ms. Fleming began her career with the Teamsters in 2007 where she worked at IBT Headquarters in Washington, DC as a financial analyst in the Capital Strategies Department. *See* IIO Exhibit 42 at 5:12-7:13. In 2012, she transferred to the Seattle, Washington area, *id.*, and in 2017, she was hired by Mr. Hicks to work for Local 174 as the Director of Communications and Research, *id.* at 5:23-25. During her career, Ms. Fleming knew Mr. Aloise and, she believed, got along with him well. *Id.* at 9:20-10:17.

In early September 2018, Ms. Fleming was engaged in a communications effort on behalf of Local 174 promoting the ratification of a UPS contract on the local's Facebook page. *See* Hearing Tr. 820:25-821:21. The campaign was contentious among Teamsters. *Id.* at 821:2-8; *see also* Exhibit 42 at 10:18-11:13. Members who opposed and supported the contract engaged in on-line discussions, including posting comments on Local 174's Facebook page. *See* Exhibit 42 at 10:18-11:5; *see also* Hearing Tr. 821:2-21.

Multiple comments, from a Phil Roberts, were posted on the local's Facebook page that opposed the contract's terms, criticized the local's leadership for being too "soft on the company" and accused the leadership of "being in the company's pocket." Hearing Tr. at 821:23-822:5; *see also* IIO Exhibit 88 at 1817-25. Mr. Roberts also repeatedly praised Mr. Aloise's negotiating skills and specifically criticized Ms. Fleming in comparison. *See* IIO Exhibit 88 at 1817-25.²⁴ For example, Mr. Roberts stated:

Hoffa has NEVER gone on strike after a national contract was voted down. EVERY time he has gone back to the table and gotten more in order to get the contract passed. Even Rome Aloise said that companies are aware that Hoffa never strikes and they purposely withhold their best offer in case they

²⁴ More legible copies of Exhibit 88 were provided to all parties.

have to return to the table. *Jamie, are you saying you know more than Rome Aloise??[sic]*

Id. at 1817 (emphasis added).

Why do you keep saying the best case scenario is the best outcome? *Rome Aloise said himself that no company offers us their best offer on the first go round because they know they could have to go back to the table. I will take Rome's word over yours.*

Id. at 1819 (emphasis added).

[H]a ha ha, more like that's power of being in bed with the company. GTFOH [Get the Fuck Out of Here].

Id. at 1821.

Are you saying Rome doesn't know what he's talking about? I know one thing for sure. Rome would NEVER make videos like the ones 174 makes.

Id. (emphasis added).

Ms. Fleming posted in response, "I'm not sure Rome is really the shining example you should point to while accusing us of being in the company's pocket.....yikes." IIO Exhibit 433. Ms. Fleming testified that her comment referred to Mr. Aloise's "two-year suspension for, among other things, taking items of value from an employer." Hearing Tr. 822:6-17; *see also* IIO Exhibit 42 at 12:5-19.

Soon after Ms. Fleming's post, Mr. Aloise sent Ms. Fleming an email, dated September 6, 2018, with the post copied in the text, and stated: "Really???? I am surprised at you. I have always been one of your biggest advocates...." IIO Exhibit 433 (ellipses in original).²⁵

Ms. Fleming did not respond to Mr. Aloise's email. *See* IIO Exhibit 437. On September 7, 2018, Mr. Aloise emailed Ms. Fleming again, with Ms. Fleming's post copied and stated:

²⁵ Mr. Aloise sent the email to Ms. Fleming from his official IBT email address – raloise@teamsters853.org. It is not clear from the evidence how Mr. Aloise became aware of Ms. Fleming's post, but he testified that someone sent it to him. *See* Hearing Tr. 194:7-16.

I have been an advocate of yours since day one. This is really disappointing. Perhaps you are not aware of the fact that it was me who prevented WC from firing you when you went to Seattle.

IIO Exhibit 437.

Ms. Fleming then responded to Mr. Aloise and stated:

Your boy Phil Roberts has personally attacked me at least 10 times and is a fucking moron. Tell him to SHUT HIS FUCKING MOUTH and I'll remove that comment out of respect for you.

Id.

Mr. Aloise then emailed Ms. Fleming, in pertinent part, the following:

First of all he is not my boy, I don't even know him. Secondly, Jamie the comment is more of a reflection on you rather than me. Those people who know me know what m[y] case is all about. (Perhaps you should read Judge Jones 13 page sentencing document if you haven't). You are brilliant (which I have always said to people when speaking about you) *but you should learn that it doesn't bode well for you to burn bridges with people that have helped you and support you. I will be back*, so throwing me under your bus doesn't make much sense.

Exhibit 437 (emphasis added).

At the *de novo* hearing, Ms. Fleming testified that she viewed Mr. Aloise's email as a direct threat:

[I]t was the first time that I really felt that someone was threatening me in my line of work. I went cold. It was a terrifying moment, and it made a strong impression. . . . I guess I never really saw him as somebody that would threaten me. It was just not something that I saw coming. . . . the second email, which is the one that you referenced, that included the threat turned me to ice. It was like if we had always had a good relationship and a joking relationship, it was clear that as of that moment we did not, and that I had crossed him and I was a target.

Hearing Tr. 825:5-826:4; *see also* IIO Exhibit 42 at 21:21-22:15.

When Mr. Aloise testified, he stated that his email was "a fact" and added:

I have been mentoring her her whole career. *And in the Teamsters, she doesn't know how long Rick Hicks is going to be around to work for.* If other people see her badmouthing people, they are going to not like that.

Hearing Tr. 201:6-13 (emphasis added).

b. Analysis

Based on the testimony and evidence presented, I find by a preponderance of the reliable evidence that Mr. Aloise threatened to retaliate against Ms. Fleming for exercising her rights under the IBT Constitution, including the right to speak and participate in the affairs of the union. *See* Article XIX, Section 7(b)(10).²⁶ I also find that Mr. Aloise’s conduct brought reproach upon the union. *See* Article II, Section 2(a), Article XIX, Section 7(b)(2).

Mr. Aloise argues that he was not threatening Ms. Fleming and that he was merely offering advice. *See* Aloise Brief at 64; Hearing Tr. 351:13-352:12. He also contends that he lacked any influence over Ms. Fleming’s employment and that the two were simply engaged in a “spirited exchange.” Aloise Brief at 64. I do not find Mr. Aloise’s arguments credible. Additionally, his contentions are contradicted by the evidence, including his own testimony.

Because of his former positions as an International Vice President, President of a Joint Council and the head of one of the largest locals in California, Mr. Aloise possessed a great deal of power in the union before and during his suspension. Once the term of his suspension concluded, he intended to and did return to all of his prior positions.

In his September 7, 2018 email to Ms. Fleming, Mr. Aloise expressly stated that he would “be back” after his suspension, sending a clear message that he planned to resume his official positions of authority and would be in a position to impact her standing in the union. *See* IIO Exhibit 437. He also claimed to have previously saved her job in the past, stated that “it did not bode well for her to burn bridges,” and, during his testimony at the *de novo* hearing, he

²⁶ The IBT Hearing Panel sustained Charge Three, in part, by finding that Mr. Aloise’s comments to Ms. Fleming were inconsistent with his status as a suspended Teamster officer. *See* IRO Exhibit 7 at 12-13.

explained what he meant – Ms. Fleming’s current supervisor, Mr. Hicks, would not be able to protect her job forever. *See* Hearing Tr. 201:6-13. I find that Mr. Aloise’s email statements, corroborated by his own testimony, were threats to retaliate against Ms. Fleming.²⁷

Mr. Aloise also argues that his statements to Ms. Fleming were not threats under *United States v. Jeffries*, a case in the United States Court of Appeals for the Sixth Circuit that set forth the standard at the time for finding a threat in violation of a criminal statute, 18 U.S.C. §875(c) (use of interstate communication to threaten to kidnap or injure). *See* Aloise Brief at 55-57, 65 (citing *United States v. Jeffries*, 692 F.3d 473 (6th Cir. 2012), *abrogated on other grounds by Elonis v. United States*, 575 U.S. 723 (2015)). However, *Jeffries* and the other cases Mr. Aloise cites in support are inapposite. Here, application of a federal criminal statute is not before me; rather the question is whether Mr. Aloise violated the IBT Constitutional provision that prohibits, among other things, “threatening to retaliate against any member for exercising rights under this Constitution.” Article XIX, Section 7(b)(10). The language of the provision is clear and the facts presented support a finding that Mr. Aloise threatened Ms. Fleming.

Further, relevant IBT precedent establishes that comments similar to those Mr. Aloise made to Ms. Fleming can be threats that violate the IBT Constitution. *See, e.g., In Re Manny Quintero*, IBT Hearing Panel Report and Recommendation, dated April 25, 2016. (In response to a member’s expressed interest in seeking office, comments made to the member’s wife, such as “he’s gonna get nailed,” “he’s gonna get his job and all that taken away from him,” and “if he chooses to go this other route, it’s not going to be good for him,” were found to be threats in violation of Article XIX, Section 7(b)(10)). Comparable comments in the International Officers

²⁷ I also find Ms. Fleming’s testimony credible and find that under the circumstances, it was reasonable for Ms. Fleming to consider Mr. Aloise’s statements a threat. *See* Hearing Tr. 825:2-826:12.

Election context have also been found to be threats of retaliation. *See Echeveria*, 2006 ESD 66 (February 3, 2006) (Respondent officer threatened rank and file members by stating: “I will remember you inside if you sign [the petition supporting a candidate]” and “If you sign this, you are not going to get any backing from me.”); *see also Ostrach*, 2000 EAD 57 (December 6, 2000), *aff'd*, 01 EAM 015 (January 19, 2001).

In light of the totality of the evidence and the context of Mr. Aloise’s statements, I find that a preponderance of the reliable evidence supports the charge that Mr. Aloise threatened to retaliate against Ms. Fleming for exercising her rights under the IBT Constitution, in violation of IBT Constitution Article XIX, Section 7(b)(10), and that Mr. Aloise’s conduct brought reproach upon the union and violated his membership oath in violation of IBT Constitution Article II, Section 2(a) and Article XIX, Section 7(b)(2).

2. Aloise’s Statements Concerning Freddy Sanchez, Mary Frates and Rick Hicks

The IIO charges that, based upon his belief that witnesses were cooperating with an IIO investigation, Mr. Aloise publicly labeled former IBT member, Freddy Sanchez, and IBT members Marty Frates and Rick Hicks, “rats” or “snitches,” which caused harm to their reputations. Additionally, the IIO charges that Mr. Aloise threatened to prevent Mr. Hicks from receiving future appointments with the IBT in retaliation for exercising his rights under the IBT Constitution. *See IRO Exhibit 1 at 31.*

a. Freddy Sanchez

Mr. Sanchez was a Teamster official for nearly 50 years in the Northern California region before his retirement in 1996, but remains active in Teamster affairs. *See Hearing Tr. 660:25-662:15; see also IIO Exhibit 50 at 7:9-9:23.* After Mr. Sanchez retired, he became a La Raza Board member and has served in that capacity for approximately 12 years. *See Hearing Tr. 663:13-664:2.* On March 12, 2019, Mr. Sanchez provided testimony to the IIO in connection

with its investigation into Mr. Aloise regarding La Raza. *See* IIO Exhibit 50; *see also supra*, Section II(B).

On April 6, 2019, Mr. Sanchez attended La Raza’s annual awards dinner and sat with Teamsters from Local 287. *See* Hearing Tr. 681:5-22. According to Mr. Sanchez, Mr. Aloise, who also attended dinner, walked to his table, spoke with an officer from Local 287, and then approached Mr. Sanchez and said: “Freddy, you’re a rat.” *See* Hearing Tr. 681:24-683:2; *see also* IIO Exhibit 66 at ¶ 4. Mr. Aloise contends that it was not him, but rather another member of Local 287 – now a business agent for Local 853 – who told Mr. Sanchez that he was a “rat” at the dinner. *See* Aloise Brief at 60-61; *see also* RA Exhibit G at ¶ 11.

After considering all of the evidence, I do not find this claim credible. Specifically, I do not credit Mr. Aloise’s testimony or that provided by the Local 853 business agent that it was the agent who called Mr. Sanchez a “rat.” *See* Hearing Tr. 893:1-894:22. I find Mr. Sanchez’s testimony credible. At the *de novo* hearing, Mr. Sanchez provided ample details surrounding the events at the dinner and his testimony was both clear and consistent.

By labeling Mr. Sanchez a “rat,” Mr. Aloise demonstrated his awareness that Mr. Sanchez had provided information to the IIO. Testimony at the hearing also demonstrated that Mr. Sanchez’s cooperation with the IIO regarding Mr. Aloise was public knowledge. *See* Hearing Tr. 892:22-24. Additional evidence was presented that indicated Mr. Aloise was aware that witnesses had provided information in connection with the IIO’s investigation. *See* Hearing Tr. 137:19-139:5; 250:8-15; 735:16-736:11; IIO Exhibit 67 at 77:6-80:17; IIO Exhibit 41 at 98:13-101:13.

Based on the evidence, I conclude that Mr. Aloise called Mr. Sanchez a “rat” for participating in an investigation by the IIO. In so doing, he showed disdain for the investigative

and disciplinary process that serves the union. Accordingly, he brought reproach upon the union in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(2) of the IBT Constitution.

Mr. Aloise argues that his statement to Mr. Sanchez is protected speech under Section 101(a)(2) of the LMRDA, 29 U.S.C. §411(a)(2). See Aloise Brief at 57-58. Mr. Aloise is mistaken. The United States Supreme Court has made clear that the scope of Section 101(a)(2) is not equivalent to the First Amendment, and the Second Circuit has clarified that Section 101(a)(2) protects speech that concerns union governance and union affairs. See *United Steelworkers of America, AFL-CIO-CLC v. Sadlowski*, 457 U.S. 102, 111-112 (1982); *Kazolias v. IBEWLU 363*, 806 F.3d 45, 51 (2015). The Second Circuit has further explained that Section 101(a)(2)'s "protections are limited to speech of significant concern to the union membership as a whole" rather than matters related to personal grievances. *Kazolias*, 806 F.3d at 52. However broad the LMRDA may be, Mr. Aloise calling Mr. Sanchez a "rat" does not fall within its parameters and, thus, is not protected speech under Section 101(a)(2).

Additionally, even if Mr. Aloise's comment could be considered protected speech, it would be sanctionable conduct pursuant to the proviso included in Section 101(a)(2): "nothing herein shall be construed to impair the right of a labor organization to adopt and enforce reasonable rules as to the responsibility of every member toward the organization as an institution" 29 U.S.C. §411(a)(2). The IBT Constitutional prohibitions are "reasonable rules governing the responsibilities of its members." *Sadlowski*, 457 U.S. at 110. Accordingly, Mr. Aloise's statement is not protected under the LMRDA.

b. Marty Frates and Rick Hicks

After considering the evidence with respect to Charge Three, I cannot conclude that the evidence supports the charge that Mr. Aloise publicly labeled Mr. Frates or Mr. Hicks "rats" or

“snitches.”²⁸ Additionally, the evidence is insufficient to support the charge that Mr. Aloise threatened to prevent Mr. Hicks from receiving future positions within the IBT.

III. CONCLUSION

For the reasons above, after a review of all the evidence and arguments submitted, I find that the IIO has proven by a preponderance of the reliable evidence that:

(1) Mr. Aloise brought reproach upon the union and violated his membership oath by threatening a charitable organization with financial harm, retaliating against a member for exercising his rights under the IBT Constitution, and knowingly harming a fellow member, in violation of Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (10);

(2) Mr. Aloise violated the Disciplinary Decision by directing, instructing, and attempting to influence Teamster officers and members on union matters, and presenting himself as a figure of authority, and thereby brought reproach upon the union, violated his membership oath, and interfered with the union’s performance of its legal obligations, in violation of the IBT Constitution, Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (5); and

(3) Mr. Aloise brought reproach upon the union, violated his membership oath, and threatened to retaliate against a fellow Teamster for exercising her rights under the IBT Constitution in violation of IBT Constitution Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (10). Additionally, Mr. Aloise brought reproach upon the union by calling a former IBT member a “rat” in violation of IBT Constitution, Article II, Section 2(a), and Article XIX, Section 7(b)(2).

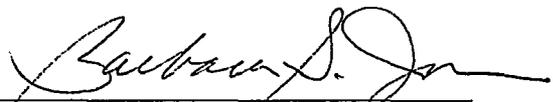
²⁸ I also find the evidence insufficient to support a finding that Mr. Aloise violated IBT Constitution Article XIX, Sections 7(b)(5), (12) or 14(a) in connection with Charge Three.

I have considered the remaining charges brought against Mr. Aloise by the IIO and I do not find the IIO has met its burden by a preponderance of the evidence to support those charges. To the extent I have not addressed every argument raised by Mr. Aloise, I have considered each one and none alter my conclusions.

IV. BRIEFING SCHEDULE FOR SANCTIONS

The Parties shall file submissions on October 27, 2021 regarding the appropriate discipline for Mr. Aloise. Each submission shall be no longer than 15 pages. A hearing on the disciplinary sanction shall be held on November 12, 2021 at 1 p.m. Eastern Time.

Dated: October 7, 2021



Hon. Barbara S. Jones (ret.)
Independent Review Officer