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John J. Cronin, Jr.

September 13, 2010

James P. Hoffa, General President  
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25 Louisiana Avenue, N.W.  
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Re: Trusteeship Recommendation Concerning Local 82

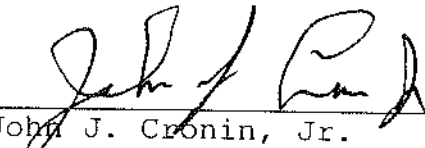
Dear Mr. Hoffa:

Enclosed are the Independent Review Board (IRB) report and accompanying exhibits with respect to Local 82. We believe the evidence detailed in this report warrants the imposition of a Trusteeship. This report and accompanying exhibits are being forwarded to you under Section G, paragraphs (d) and (e) of the March 14, 1989 Consent Order entered in United States v. IBT. Please report within two weeks from receipt hereof and inform the IRB of the actions planned or taken. In this respect, our Chief Investigator, Mr. Carberry, may contact you.

Very truly yours,

Members of the  
Independent Review Board

By:

  
John J. Cronin, Jr.  
Administrator

Enclosures

cc: Members of the GEB, w/o Exhibits  
Bradley T. Raymond, Esq., w/Exhibits  
Brian Feldman, AUSA, w/o Exhibits

Pursuant to the Consent Order of the United States District Court, S.D.N.Y.  
United States -v- International Brotherhood of Teamsters 88 CIV. 4486 (LAP)

To: IBT General President James Hoffa  
From: Members of the Independent Review Board  
Date: September 13, 2010  
Re: Recommendation for Trusteeship for Local 82

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**I. RECOMMENDATION**

The Independent Review Board ("IRB") recommends to the General President that Local 82, located in Boston, Massachusetts, be placed in Trusteeship because the Local is not being conducted in accordance with the IBT Constitution and the Local's Bylaws and because the Local is not being conducted for the benefit of its members.<sup>1</sup>

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<sup>1</sup> Pursuant to Article VI, Section 5(a) of the IBT Constitution,

If the General President has or receives information which leads him to believe that any of the officers of a Local Union or other subordinate body are dishonest or incompetent, or that such organization is not being conducted in accordance with the Constitution and laws of the International Union or for the benefit of the membership, or is being conducted in such a manner as to jeopardize the interests of the International Union or its subordinate bodies, or if the General President believes that such action is necessary for the purpose of correcting corruption or financial malpractice, assuring the performance of collective bargaining agreements or other duties of a bargaining representative, restoring democratic procedures or preventing any action which is disruptive of, or interferes with the performance of obligations of other members or Local Unions under collective bargaining agreements, or otherwise carrying out legitimate objects of the subordinate body, he may appoint a temporary Trustee to take charge and control of the affairs of such Local Union or other subordinate body. . .

(Ex. 1)

## II. SUMMARY

Local 82 is a Boston Local whose members work in the trade show and moving industries. Most of its members do not have permanent positions with any employer and work as spares. The Local has no objective referral system to direct members to work in either industry. The current status favors relatives of the Local's Secretary-Treasurer, his political allies and friends at the expense of other members. The Secretary-Treasurer does not enforce contract provisions with certain employers and allows a felon barred from acting as a union representative to assume the Local's function of referring members to work for these companies which allow this unfair allocation of work to thrive and exposes the Local to criminal liability.

In 2009, connected with having negotiated out a contractual provision in trade show industry contracts that previously ensured seniority rights, the Secretary-Treasurer, President and their accomplices manipulated the eligibility of members to vote on these controversial contracts. This was most obvious in the ratification vote on a contract with a major employer, after two previous attempts to gain members' approval of the proposed contract with the omitted seniority language with another employer had failed.

In addition, the Secretary-Treasurer and his accomplices colluded with a non-union employer, Atlantic Liquidators, Inc. ("Atlantic"), to allow it to pay less than full contract wages and benefits which placed Local 82 employers who had bid to perform the work for Atlantic at a significant cost disadvantage. This work was then given to the insiders' family and friends.

In addition, the Local violated its Bylaws and the IBT Constitution when the Secretary-Treasurer continued to allow a suspended member, who was a political ally, to be involved in Local affairs. Furthermore, the Local's Trustees failed to perform their duties mandated under the IBT Constitution.

Moreover, both the Secretary-Treasurer and President breached their fiduciary duties to Local ERISA protected Funds for which they were Trustees by allowing the Funds to pay more than reasonable for shared expenses with the Local. In doing so, they not only breached their duties but defied specific advisories they had received from the IBT on the matter.

### **III. INVESTIGATIVE FINDINGS**

#### **A. Background**

Local 82 is located in Boston, Massachusetts. (Exs. 2 & 3) The Local's jurisdiction, which is broad, includes

the trade show and moving industries in Boston. (Exs. 2 & 3) According to the Local's 2009 Form LM-2, the Local had 623 active members.<sup>2</sup> (Ex. 4)

#### **B. The IRB's Investigation**

In July 2009, after receiving members' complaints regarding the Local's referral practices, including allegations of favoritism and nepotism, the IRB conducted a books and records examination at Local 82. (Ex. 131) Between May 2009 and June 2010, the IRB examined thirty-seven Local 82 members who worked in the moving and trade show industries. (Ex. 14; Ex. 43; Exs. 57-60; Ex. 79; Ex. 83; Ex. 107; Ex. 112; Exs. 121-122; Ex. 124; Exs. 132-154, 156) These members included several who Local 82 principal officer John Perry ("Perry") had appointed Chief Steward, as well as the founders of the Local 82 Strike Unit. (Exs. 58-60) In addition, the IRB examined the seven Local officers and the Local's Office Manager. (Ex. 6; Ex. 15; Ex. 23; Ex. 25; Ex. 28; Ex. 29; Ex. 30; Ex. 159) The IRB also examined five Local 653 members who worked in the trade show industry for a Local 82 employer in Boston. (Exs. 160-164)

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<sup>2</sup> In 2008, the previous year, the Local had 778 active members. (Ex. 5)

The IRB's investigation revealed that the Local did not have any rules or procedures regarding work referrals. (Ex. 15 at 37, 60) There was no written material a member could review to determine what system was in place. (Ex. 15 at 37)

The Local's collective bargaining agreements in the moving and trade show industries required employer contributions to the Local 82 Health and Welfare Fund, the Local 82 Savings and Investment Fund, and the New England Teamsters and Trucking Industry Pension Fund. (Exs. 31-42) On March 31, 2010, based upon an IRB application, District Court Judge Loretta A. Preska issued subpoenas which required each Fund to produce records regarding Local 82 employer contributions, as well as records reflecting the hours individuals worked. (Ex. 165) Upon the IRB's application, District Court Judge Preska also issued subpoenas for payroll records to three Local trade show industry employers, Shepard Decorating Company, Inc. ("Shepard"), Union Payroll Agency, Inc. ("Union Payroll") and Champion Exposition Services ("Champion"), as well as to Atlantic Liquidators, Inc., a non-union moving company, to which Local members alleged Perry had supplied union labor at non-union rates. (Exs. 166-169) In addition, District Court Judge Preska issued a subpoena at the IRB's

request for Perry's and Local 82 member Joseph Burhoe's ("Burhoe") cell phone records. (Exs. 171-172) The IRB also obtained an affidavit from Peter Boyce, the Vice President of Casey and Hayes, a moving company under contract with the Local. (Ex. 170)

**C. Local 82 Current Officers**

**1. Secretary-Treasurer John Perry**

John Perry joined the Local in 1971. (Ex. 6 at 7; Ex. 7) Perry has been a member of the Local's Executive Board since at least 1982. (Ex. 6 at 7) Since 1986, Perry has been Local 82's Secretary-Treasurer and principal officer. (Ex. 6 at 8) Perry, who is the Local's only full-time officer and Business Agent, was paid \$123,650 as the Local's Secretary-Treasurer and Business Agent in 2009. (Ex. 4) Perry is also a Trustee of both the Local 82 Savings and Investment Fund ("Savings and Investment Fund") and the Local 82 Health and Welfare Fund ("Health and Welfare Fund"). (Exs. 8-11; Ex. 6 at 18-19) In addition, since 1994, Perry has also been an Advisory Trustee for Joint Council 10, for which he received \$10,000 annually. (Ex. 6 at 9-10; Ex. 13) Since 2003, Perry also has been the Director of Trade Shows and Convention Centers for the IBT, for which he received a yearly salary of \$50,000. (Ex. 6 at

9-10; Ex. 12) In 2009, Perry received a total salary of \$183,650 from the three IBT entities. (Ex. 4; Exs. 12-13)<sup>3</sup>

## **2. President Patrick Geary**

Patrick Geary ("Geary"), has been a member of Local 82 since 1985 and is Local 82's President. (Exs. 4 and 16; Ex. 15 at 6-7 Geary and Perry have been friends for approximately 45 years. (Ex. 15 at 55) Prior to becoming the Local's President, in 1991, Geary was appointed a Local Trustee and was elected to that position subsequently. (Ex. 15 at 7-9) From 2001 to 2005, Geary had been the Recording Secretary. (Ex. 15 at 7-8) In April 2005, Geary was appointed both President and a part-time Business Agent.<sup>4</sup> (Ex. 15 at 7, 29-30) Geary was elected in 2007. (Ex. 15 at 7-8; Ex. 21) Since 2005, he has been a Trustee of the

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<sup>3</sup> As described below, at least sixteen of Perry's relatives are Local 82 members. (Ex. 6 at 145-147; Exs. 78 and 211) In addition, his daughter, Christine Crosby, is a part-time employee of the Local and his daughter-in-law, Eleanor Perry, is an employee of the Local 82 Health and Welfare and Savings and Investment Funds. (Ex. 4; Ex. 6 at 20-21, 44; Exs. 8-9) As discussed below, Perry's brother, Robert Perry, handled the work referral process at the Local. (Ex. 14 at 16; Ex. 59 at 20; Ex. 58 at 15)

<sup>4</sup> Geary was appointed President after Local 82's former President, William Dodd, signed an affidavit on April 12, 2005, agreeing to permanently resign from his positions as Local 82 President, Business Agent, and shop steward. (Ex. 17) The agreement resolved potential disciplinary charges before the Executive Board, including that on approximately 72 dates in 2004, Dodd had improperly requested and received payment from trade show contractor Freeman Decorating Company as Chief Steward when there were fewer than twenty-five members employed by Freeman and Dodd had not been listed as an employee. (Ex. 18) Pursuant to the Local's collective bargaining agreement with Freeman, the Local could appoint a Chief Steward only if there were twenty-five or more members working for Freeman. (Ex. 19) Dodd has continued as a Local 82 member employed at Freeman. (Ex. 20)



Local 82 Savings and Investment Fund and the Local 82 Health and Welfare Fund. (Ex. 15 at 9-10) In 2009, Geary was paid \$29,325 by Local 82 as a part-time business agent. (Ex. 4)

Geary is on the seniority list at Greyhound Exposition Services ("GES"), a trade show contractor. (Ex. 22) In 2009, Geary worked a total of approximately 1,858 hours for Local 82 employers, including 336 hours for GES. (Exs. 100 and 100A)

### **3. Vice President Leif Thornton**

Leif A. Thornton ("Thornton") became a member of Local 82 in 1982. (Ex. 23 at 8; Ex. 24) In 2004, he was elected a Local Trustee. (Ex. 23 at 8) In 2007, Thornton, who ran on Perry's ticket, was elected Vice-President. (Ex. 23 at 8) Thornton was a steward for Freeman Decorating Company ("Freeman"), at which he is also on the seniority list. (Ex. 23 at 8-10; Ex. 20) In 2009, Thornton received a \$2,200 stipend from Local 82. (Ex. 4)

### **4. Recording Secretary Cheryl Milisi**

Cheryl Milisi ("Milisi") has been a member of the Local since 1990. (Ex. 25 at 11; Ex. 26) She ran on Perry's ticket and was elected Local 82's Recording Secretary in 2007. (Ex 25 at 12) In 2009, Milisi received a \$2,300 stipend from Local 82. (Ex. 4) Milisi works

primarily in the trade show industry and is on GES's seniority list. (Exs. 22, 100, 100A)

## **5. Local Trustees**

### **a. Francis Dizoglio**

Francis Dizoglio ("Dizoglio"), Perry's cousin, has been a member of Local 82 since 1984. (Ex. 27) In 1999, Dizoglio was appointed a Trustee. (Ex. 28 at 12) Dizoglio is Metropolitan Moving & Storage Company's shop steward ("Metropolitan Moving"). (Ex. 28 at 15, 23) Dizoglio also assists in running the Local's substance abuse program, along with Perry's brother Robert. (Ex. 28 at 13-14) In 2009, Local Dizoglio received a \$2,200 stipend from Local 82. (Ex. 4)

### **b. John Logan**

John Logan ("Logan") became a member of Local 82 in 1984. (Ex. 29 at 9-10) Logan was elected Local Trustee in 2007. (Exs. 5 and 21) Logan is the shop steward for Walsh Movers ("Walsh"). (Ex. 29 at 10) In 2009, Logan received a \$2,200 stipend from Local 82. (Ex. 4)

### **c. Nicholas Murphy**

Nicholas Murphy ("Murphy") became a member of Local 82 in 1987. (Ex. 30 at 6-7) Murphy was elected Local Trustee in 2007. (Exs. 5 and 21) Until November 2009, Murphy was the shop steward at Spry & Co., a Local 82 moving company.

(Ex. 30 at 8) In 2009, Murphy received a \$2,200 stipend from Local 82. (Ex. 4)

**D. Local 82 Insiders**

**1. Perry's Relatives**

Fifteen of Perry's relatives are active members of Local 82. (Ex. 6 at 145-147; Ex. 78; Ex. 211) Besides Perry's brother, Robert Perry, these relatives included Perry's son, Brian M. Perry, another brother, James M. Perry, his cousins, James M. Perry, Ed Welch, Trustee Francis Dizoglio and Joseph Dizoglio, his nephews, Brian J. Perry, Kevin C. Perry, Fred J. Perry, III, James M. Perry, Jr. and Dennis McCarthy, and his nephew Fred J. Perry III's wife Leigh Perry and his sons Ryan and Shane Perry. (Ex. 6 at 145-147; Ex. 78; Ex. 211) Trade show employer GES selected nine of Perry's relatives to be on its twenty-four member seniority list. (Ex. 22)<sup>5</sup> Freeman selected one relative for its seniority list. (Ex. 20)<sup>6</sup> Trustee Dizoglio is the Metropolitan Moving steward. (Ex. 28 at 15-16) In addition, Perry sometimes appointed his brother

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<sup>5</sup> Two of GES' other list spots belonged to Executive Board members Geary and Milisi. (Ex. 22)

<sup>6</sup> The Local's collective bargaining agreement with GES provides, "[a]fter any ninety (90) days period after his employment, the employee shall be placed on the regular seniority list, provided the employee has actually worked forty-five (45) days in the said ninety (90) day period." (Ex. 32 at 13) The Freeman contract states, "[t]he Employer shall select additional employees to be placed on the regular seniority lists from employees who have actually worked forty-five (45) days in a ninety (90) day period. (Ex. 31 at 11)

Robert and his cousins Trustee Dizoglio and J. Dizoglio to serve as Chief Stewards. (Ex. 6 at 74)

## **2. Joseph Burhoe**

Joseph Burhoe joined the Local in 1987. (Ex. 79 at 16) Burhoe's dues record reflected two payments in 1987 that did not cover his initiation fee. (Ex. 80) Following a payment in December 1987, IBT records reflect that Burhoe made no dues payments until ten years later on May 7, 1997. (Ex. 80) Burhoe's dues were then paid for a year through May 1998. (Ex. 80) There were no more payments until approximately nine years later, on March 11, 2007, when, shortly after being released from prison, Burhoe paid a reinitiation fee of \$250. (Ex. 80; Ex. 79 at 10) Since that time, Burhoe has been a member of Local 82. (Ex. 80)

In 1991, Burhoe pled guilty to assault and battery and felonious use of a firearm for shooting a man in Hampton, New Hampshire in 1989. (Ex. 79 at 7) While serving the three and a half to seven year sentence for assault and battery at New Hampshire State Prison, Burhoe was incarcerated with current Local 82 members Thomas Flaherty ("Flaherty") and James Deamicis ("Deamicis"), both of whom he had known before prison and whom Burhoe described as two

of his best friends.<sup>7</sup> (Ex. 79 at 8-9) According to Burhoe, he was released in 1993. (Ex. 79 at 7-8) News reports reflect in 1994, Burhoe was arrested for attempted murder in Massachusetts. (Exs. 370 and 82) The disposition of the charge is unknown. (Exs. 370 and 82)

In 2003, Burhoe and his father, Local 82 member Lawrence Maguire ("Maguire"), pled guilty to armed bank robbery. Burhoe was sentenced to 151 months.<sup>8</sup> (Ex. 81; Ex. 79 at 6) Burhoe's sentence was later reduced to 77 months. (Ex. 81; Ex. 79 at 6) Following his release from federal prison in November 2006, Burhoe was assigned to the Coolidge House, a federal halfway house. (Ex. 79 at 16) While at the Coolidge House in March 2007, Burhoe met with Perry and Geary at the Local and rejoined Local 82.<sup>9</sup> (Ex. 79 at 17)

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<sup>7</sup> Local 82 member David Greene, who described Burhoe as a close friend, testified that he was also incarcerated with Burhoe and Deamicis in the 1990s. (Ex. 57 at 13-14)

<sup>8</sup> According to IBT records, Burhoe's father Maguire joined Local 82 in 1998. (Ex. 84) According to Maguire, he joined the Local shortly after he had been released from prison, after his son, Burhoe, told him about work for ABC Moving, a moving company under contract with Local 82. (Ex. 83 at 13)

<sup>9</sup> When asked if he spoke to anyone at Local 82 before rejoining in 2007, Burhoe responded,

Yes, I talked to Pat [Geary] and John [Perry]. They expect—they told me things were different now, you know. They had to clean up messes for years from a bunch of us over there, and they informed me if you're going to do the right thing, come in and do the right thing. That's his whole thing, "Get your life right and do the right thing here, Joe." (Ex. 79 at 17)

Burhoe worked in both the trade show and moving industries. (Ex. 79 at 14-15) He was not on any company's seniority list. (Ex. 79 at 24) Burhoe was also an active member of the Local 82 Strike Unit, which, as discussed below, Local 82 members Deamicis, Flaherty, and James Young ("Young") founded in approximately 2007 when Burhoe rejoined the Local after his release from prison. (Ex. 79 at 19; Ex. 60 at 23-24) The Strike Unit was allegedly comprised of Local 82 volunteers who allegedly attempted to convince non-union moving companies to employ Local members and pay Local 82 contract rates. (Ex. 60 at 23; Ex. 79 at 19-20) This was done by members contacting Deamicis, Flaherty, Young or Burhoe who organized pickets. (Ex. 23 at 39-40)

Shortly after he rejoined Local 82, Burhoe, whose previous experience with Local 82 had been primarily in the moving industry, developed relationships with several Local 82 trade show employers, including, as described below, Union Payroll. (Ex. 79 at 32-37) After this, Union Payroll's use of Local members increased from a total of 885 hours worked by Local 82 members in 2006 to 2,320 hours worked by Local 82 members and Burhoe's friends and relatives in 2007, the year Burhoe rejoined the Local and the Strike Unit was formed. (Exs. 85-88; Ex. 80; Ex. 217)

In 2008, Union Payroll's use of Local 82 members and Burhoe's friends and relatives increased to 3,884 hours.<sup>10</sup> (Exs. 85-88)

Despite having no official position with the Local, Burhoe, with Perry's knowledge and approval, referred members to work for Union Payroll and several other smaller trade show employers under contract with Local 82, an obligation of the Local under the collective bargaining agreements. (Ex. 6 at 87-88; Ex. 79 at 84-88; Exs. 35 & 38) These were employers for which Perry did not enforce the contract provision that they create a seniority list. (Exs. 35 & 38) In connection with his activities on behalf of the Local, Burhoe sent and received communications to and from employers at the Local. (Exs. 218 and 258) From the time Burhoe rejoined the Local in 2007, Burhoe, as Perry knew, was legally prohibited from acting as a representative of the Local. (Ex. 6 at 86) As discussed below, Burhoe most frequently referred his friends and relatives, including Maguire, Flaherty and Deamicis to work in the trade show industry. (Ex. 79 at 44; Exs. 88-94)

According to records from the New England Teamsters and Trucking Industry Pension Fund, in 2008, Burhoe worked

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<sup>10</sup> Between January and November 2009, Local 82 members worked 2,188 hours for Union Payroll. (Exs. 85-88)

approximately 1458 hours. (Exs. 88, 386) In 2009, Burhoe worked approximately 1269 hours. (Exs. 88, 386) This was despite Burhoe not being on any seniority list and not having been an active member for nine years before rejoining in 2007. (Ex. 80)

### **3. James Deamicis**

James Deamicis joined Local 82 in 1981. (Ex. 95) In 1982, while he was a member of Local 82, Deamicis was convicted of unarmed robbery, assault and battery and was sentenced to three to five years imprisonment. (Ex. 60 at 8) Subsequently, in 1992, Deamicis was convicted of credit card fraud for which he was sentenced to two and a half to seven years imprisonment. (Ex. 60 at 11) After he was released from incarceration in 1995, Deamicis returned to Local 82. (Ex. 95; Ex. 60 at 14-15)

Deamicis has been on trade show employer GES' seniority list since approximately 2000. (Ex. 22; Ex. 60 at 38) Deamicis was on the Local's negotiating committee for the 2009 contract with GES. (Ex. 6 at 66) Perry also appointed Deamicis to be Sergeant at Arms at Local meetings approximately twice a year. (Ex. 60 at 17) Deamicis is listed as a Chief Steward with the Boston Convention and Exhibition Center ("BCEC"). (Ex. 6 at 74-75) According to Perry, he only appointed President Geary as Chief Steward



more often than Deamicis. (Ex. 6 at 74) Deamicis served as Chief Steward at least three to four times a month. (Ex. 60 at 18-19) For serving as Chief Steward, Deamicis' dues were reimbursed. (Exs. 202 & 347; Ex. 60 at 16-17)

On April 8, 2005, Secretary-Treasurer Perry charged Deamicis with bringing reproach upon the Local and injuring members by pretending to be a business agent and diverting work from Local members for his personal gain.<sup>11</sup> (Ex. 96; Ex. 60 at 60-61) After a hearing before the Local 82 Executive Board on April 28, 2005, the charge was found proven. (Ex. 60 at 61-62; Exs. 61, 98) Deamicis was fined \$3,000 and suspended from membership for a period of one year.<sup>12</sup> (Ex. 60 at 61-62; Exs. 61, 98) As detailed below,

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<sup>11</sup> In his letter to Deamicis dated April 8, 2005 Perry wrote,

The charges arise from activities preceding and during a recent antiques show at the Castle in Boston, MA. Specifically it is alleged that: you directly contacted representatives of the show in New York; you told them they did not need full complement of union members (ordinarily between 12 and 14) who would be, and had in previous years, working the show; you told them they needed only two union members; you told them to run the show through Boston Show; you told them to contact Rita at Boston Show; you told them to specifically request Rita put yourself on the list for the show; and you booked off from GES.

\* \* \*

By acting in such a manner the economic and professional benefits of the show inured exclusively to yourself to the detriment of your brothers. By acting in such a manner you have harmed economically and professionally both your brothers and the Union as a whole.

(Ex. 96)

<sup>12</sup> In response to a document request from the Chief Investigator, the Local was unable to produce the Executive Board's decision on the

as of at least August 6, 2010, Deamicis owed a balance of \$800 on the then five year old fine. (Ex. 60 at 61-63; Ex. 6 at 137-139)

Perry began appointing Deamicis as Chief Steward in approximately May 2007 after Burhoe had rejoined the Local, approximately one year after his suspension for steering work away from members would have ended if he had paid his fine in full. (Exs. 98-99; Ex. 245) At the time, Deamicis was not a member in good standing under the Local's Bylaws and the IBT Constitution because his suspension continued since his fine was unpaid.<sup>13</sup> (Ex. 60 at 61-63; Ex. 95; Ex.

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charge brought against Deamicis. (Ex. 61) The Local claimed that the file was missing. (Ex. 61) The Local produced only an unsigned decision addressed to Deamicis from Geary dated May 3, 2005, which was labeled DRAFT. (Exs. 61, 98) During his sworn examination, Perry testified that the Local found the charges brought against Deamicis proven. (Ex. 6 at 137-139) According to Perry, Deamicis was fined, but not suspended. (Ex. 6 at 137-139) According to Deamicis and the draft decision, Deamicis was fined \$3,000 and suspended from the Local for a period of one year. (Ex. 98; Ex. 60 at 61-62)

The May 3, 2005 draft letter stated,

Your proven violations caused other union members to suffer economic harm. Your proven violations have sullied and damaged the good name and reputation of this Local. Your proven violations allowed you to benefit economically. Your proven violations showed that you acted in the capacity of a business agent without authority to do so. In sum, by taking actions for the sole purpose of benefiting yourself, to the detriment of your brothers and the union, by acting as a business agent when you were not one, and by adversely impacting the professional standing of the Union through your actions, you have violated the central tenets of what it means to be a Teamster.

(Ex. 98)

<sup>13</sup> In relevant part, Section 18(D) of the Local's Bylaws provided,

Any member who shall be three months in arrears in the payment of dues, fines, assessments or other charges, shall automatically

245; Ex. 1) In addition, Perry had Deamicis, while thus suspended, form part of the GES contract negotiating committee. (Ex. 60 at 46-48) He even appointed Deamicis to serve on a disciplinary hearing panel to sit in judgment on another member. (Ex. 111; Ex. 1)

During this time, Deamicis was also the head of the Local 82 Strike Unit, the alleged purpose of which was to attempt to convince non-union moving companies in Boston to subcontract to union moving companies, use union labor, and pay union rates. (Ex. 60 at 26-27; Ex. 79 at 19) According to Deamicis, the Strike Unit picketed non-union moving companies approximately twice per month. (Ex. 60 at 26) Deamicis, Flaherty, and Young founded the Strike Unit in approximately 2007. (Ex. 60 at 23-24; Ex. 59 at 51; Ex. 190; Exs. 192-193) Deamicis testified that he was friends with Local 82 members Burhoe and Flaherty, both of whom he had known since the 1980s and with whom he had been incarcerated in the 1990s. (Ex. 60 at 9, 14)

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stand suspended at the end of the third month and shall not be entitled to any rights or privileges of membership. Any member who has been automatically suspended for failure to pay dues and other charges shall be under a continuing obligation to pay dues during the period of his suspension. Upon payment of the delinquent dues and fees, the member shall be restored to good standing status. However, payment of dues shall not restore good standing status if fines and other charges due are not paid. . .

(Ex. 245 at 18-19)

Deamicis worked 2,675 hours in 2009, more hours than any other Local member. (Exs. 88, 88A, 94, 100 and 100A) His work included 910 hours for GES, at which he was on the seniority list. (Exs. 22, 88, 94 and 100)

#### **4. Thomas Flaherty**

After serving a thirteen year sentence for armed assault with intent to murder, Thomas Flaherty joined Local 82 in 1996 shortly after being released from incarceration. (Ex. 101; Ex. 59 at 10-11) Flaherty was incarcerated with Deamicis, whom he had previously known, and Burhoe, whom Flaherty said he met in prison. (Ex. 59 at 8-9) He was friends with both. (Ex. 59 at 8-9) According to Flaherty, when Flaherty joined Local 82 in 1996, Burhoe and Deamicis were both Local 82 members. (Ex. 59 at 11; Ex. 80; Ex. 95; Ex 101)<sup>14</sup>

Flaherty is a spare who works primarily in the trade show industry. (Ex. 59 at 15-16) Despite not being on any seniority list, in 2009, Flaherty worked 1,809 hours. (Ex. 91-92) Of Flaherty's hours in 2009, 602 were worked for companies to which Burhoe referred him. (Ex. 79 at 44, 50-52; Ex. 88; Exs. 91-92) As discussed below, Flaherty, along with Deamicis and another friend, James Young,

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<sup>14</sup> Burhoe's dues record does not reflect he was an active member then because he had not paid membership dues between 1987 and 1997. (Ex. 80)

founded the Local 82 Strike Unit. (Ex. 60 at 23-24; Ex. 59 at 26-27, 51) Since approximately 2005, Flaherty, Young, and Perry's brother Frederick Perry, have served as Sergeant at Arms at the Local's General Membership meetings.<sup>15</sup> (Ex. 59 at 14-15) For doing so, their dues were reimbursed. (Ex. 59 at 14-15) Perry or Geary also occasionally appointed Flaherty Chief Steward. (Ex. 59 at 13, 22)

#### **5. James Young**

James Young joined Local 82 in 1998. (Ex. 102, Ex. 58 at 8) Young was convicted of insurance fraud in 1992. He was sentenced to two years probation. (Ex. 58 at 7; Ex. 103) Young is a spare who works primarily in the trade show industry. (Ex. 58 at 13) In 2009, 36% of Young's 1,149 hours worked were with companies to which Burhoe referred him. (Ex. 79 at 44; Ex. 88; Exs. 104-105) Young testified that he had been appointed Chief Steward six or seven times between approximately 2007 and 2010. (Ex. 58 at 18) In addition, Young is often appointed Sergeant at Arms at General Membership meetings. (Ex. 58 at 10) As discussed above, Young, along with his friends, Deamicis and Flaherty, founded the Strike Unit. (Ex. 60 at 23-24)

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<sup>15</sup> Perry's brother, Frederick Perry, who was the Local's Vice President, retired in 2007. (Ex. 353)

### **E. 2007 - An Election Year**

Several *Boston Herald* articles between 2006 and 2007 described alleged nepotism and favoritism at Local 82. (Ex. 77) Perry and the rest of the Executive Board were on notice there were serious issues concerning the manner in which work was allocated to members. According to the Local's minutes from 2006 and from 2007, which was an election year at Local 82, nepotism and favoritism in work referrals was discussed during General Membership meetings. (Exs. 106 and 388)

On March 16, 2007, Local 82 member Daniel Callahan ("Callahan"), who was friends with Perry's relatives and who described Perry as an "uncle", brought charges against Local 82 member Joseph Wright ("Wright") for bringing reproach upon the Local and harming a fellow Teamster.<sup>16</sup> (Ex. 107 at 24-25; Ex. 108) Callahan's charge resulted from Wright's alleged statements to the *Boston Herald*, which suggested that Local 82 was involved in the hiring of members and indicated that John "Jackie" Bulger, brother of fugitive, James "Whitey" Bulger, was working at the BCEC.<sup>17</sup>

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<sup>16</sup> Wright is on the seniority list for Casey and Hayes Movers. (Ex. 50)

<sup>17</sup> Callahan's March 16, 2007 charges against Wright stated the following:

(Ex. 108) In response to the charge, Wright wrote to Perry, requesting that the charge be dropped and explaining his complaint was about nepotism and favoritism at the Local.<sup>18</sup> (Ex. 109) Wright further argued that the charge violated his right to free speech. (Ex. 109) By letter dated September 18, 2007, Perry scheduled a hearing on the charge against Wright for October 10, 2007. (Ex. 110)

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The charges arise from your harming brother Teamsters and this Local. On or about July 2006 you gave an interview to the Boston Herald in which you harmed brother teamsters and lied, Specifically, you were quoted as saying, "It's not just about Jackie Bulger...It's every new member John Perry brings in." You intentionally brought Jackie Bulger's name up and said he worked at the BCEC and he has not worked there in the new year. You intentionally brought reproach upon the Union by saying or implying Local 82 does the hiring and therefore hired Jackie Bulger, as you put it, an ex-con. You know this to be untrue. The contractors do the hiring not 82. You lied and said there was an election "for control" of Local 82 in 2006, this was a lie. (Ex. 108)

Similarly, in a later Boston Herald article you again made a point of noting Jackie Bulger and his history. You lied and fed the Herald false information alleging "Perry has another brother, cousins, nephews, and in-laws in key positions that sometimes require little or no work, with often big payouts that can exceed \$100,000.00 a year from convention contractors, critics say." This too was a lie. (Ex. 108)

<sup>18</sup> Wright wrote,

My positions regarding our union are well-known and I stand by them. I am a proud Local 82 Teamster who opposes the nepotism and favoritism that is undermining the strength of our great local union. I support every man and woman's right to seek work in the trade show industry. What I oppose is your failure to protect members' seniority rights by refusing to enforce the 2003 language in the trade show contracts. I will continue to hold you responsible for your failure to uphold this language and other basic union principles.

(Ex. 109) As described below, the "2003" language was language in the trade show collective bargaining agreements that gave members who had experience relevant to the trade show industry prior to April 1, 2003 hiring preference over members who lacked such experience. This language was removed from the contracts in 2009. (Exs. 31-39)

Following the hearing, the Executive Board found the charge against Wright proven. (Exs. 111 and 206) Perry appointed Deamicis, who was suspended under the Local's Bylaws and the IBT Constitution at the time, to the board that heard the charge as an alternate for then Vice President Frederick Perry. (Exs. 1, 111 and 245) The Executive Board did not sanction Wright. (Exs. 111 and 206)

Burhoe reactivated his Local 82 membership in 2007 after he was released from incarceration. (Ex. 79 at 16; Ex. 80) In 2007, Burhoe's mother, Joanne Jones ("Jones"), and Flaherty's wife, Mary Kate Flaherty ("M. Flaherty"), joined the Local for the first time. (Exs. 117-118; Ex. 79 at 13-14; Ex. 59 at 16-18) In addition, some individuals Burhoe met while he was assigned to the Coolidge House, a halfway center between prison and release or parole, including Arthur Mackeil ("Mackeil") and Ronald Doe ("R. Doe"), joined the Local in 2007. (Exs. 119-120; Ex. 121 at 10; Ex. 122 at 8-9) In addition, at Burhoe's suggestion, his friend Louis Tsolias ("Tsolias") joined the Local in 2007, after he was released from incarceration for drug trafficking. (Ex. 123; Ex. 124 at 6, 10-11)

On September 19, 2007, six months after Burhoe rejoined Local 82, Burhoe caused serious physical injury to Local 82 member Edward Flaherty ("E. Flaherty"), a



political opponent of Perry's, outside of a bar. (Exs. 125-126; Ex. 79 at 101-102; Ex. 57 at 41-55; Ex. 375) Almost immediately after he injured E. Flaherty, Burhoe was in contact with Perry.<sup>19</sup> (Ex. 125; Exs. 127-130)

In November 2007, after a contested election, the current Executive Board, all of whom ran on Perry's ticket, was elected. (Ex. 21) Several Local 82 insiders, including Strike Unit members Burhoe, Deamicis, Flaherty, and Young campaigned for the current Local 82 Executive Board. (Ex. 21; Ex. 112 at 7-9)

#### **F. IRB Reports Concerning Work Referrals**

Since 1986, when Perry became Local 82's principal officer (Ex. 6 at 8), the IRB has issued seven investigative reports which addressed nepotism and favoritism influencing work referrals, including work referrals at Locals in the trade show industry. (Exs. 62-68) These reports included a July 1993 report recommending that disciplinary charges be filed against two officers and a business agent of Local 299 in Detroit; a March 1995 report recommending that Local 807 in New York City be

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<sup>19</sup> According to the police report of the incident, an officer was called to the scene of the altercation at approximately 7:00 pm. (Ex. 125) Perry's phone records indicated that Burhoe called Perry at 7:18 pm that evening. (Exs. 125-130) The records indicated that Burhoe's call to Perry lasted almost five minutes. (Exs. 128 & 130) Perry's phone records also indicated that Perry then called Burhoe at 7:33 pm. This second phone call lasted almost eight minutes. (Exs. 128 & 130)

placed in Trusteeship; a February 1996 report recommending that Local 390 in Miami be placed in Trusteeship and charges be filed against two Local 390 officers; an August 1996 report recommending that Local 745 in Dallas be placed in Trusteeship; reports in both August 1996 and August 2007 recommending that Local 714 in Chicago be placed in Trusteeship; and a February 25, 2010 report recommending that Local 107 in Philadelphia be placed in Trusteeship. (Exs. 62-68, 376) Each of these reports was described in the Teamster magazine. (Exs. 69-74, 377)

In Local 299, two Local officers and a business agent were charged with manipulating a non-trade show employer's seniority list to benefit their relatives and friends. (Ex. 62) After a hearing, the IBT found the charges proven and suspended them from all IBT positions for between six and twelve months. (Ex. 62)<sup>20</sup>

In March 1995, the IRB issued a report recommending Local 807 in New York be placed in Trusteeship for, among other reasons, nepotism and favoritism in referrals for work at trade shows. (Ex. 376 at 5) The Local was placed in Trusteeship. (Ex. 376)

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<sup>20</sup> The charged individuals were also required to repay the Local for the cost of settling an NLRB action resulting from the manipulation of the seniority list. (Ex. 62)

In February 1996, Local 390 in Miami was placed in Trusteeship largely based upon the evidence of nepotism and favoritism in work referrals in the movie industry. (Ex. 63) In addition to the Trusteeship imposed upon 390, two Local 390 officers were disciplined for allowing movie division work to be awarded through nepotism and favoritism and taking payments from members. (Ex. 63)

In August 1996, Local 745 in Dallas and Local 714 in Chicago were placed in Trusteeship. (Exs. 65 and 66) The IRB's August 1996 report regarding Local 714 was largely based upon nepotism and favoritism in work referrals in the trade show and movie industries. (Ex. 66) The IRB's report regarding Local 714 found that there were no written procedures governing work referrals and that "nepotism and favoritism are prominent factors influencing entry into and work assignments in the Local's trade show/movie division which refers members to the Local's best jobs." (Ex. 66) The August 1996 Trusteeship over Local 745 in Dallas was based in part upon nepotism in work referrals in the trade show and movie industries. (Ex. 65)<sup>21</sup>

In August 2007, the IRB issued another report again recommending that Local 714 be placed in Trusteeship based

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<sup>21</sup> The IRB's report regarding Local 745 stated that, "The Local has failed to implement fair rules and procedures for referring members for the movie and trade show jobs." (Ex. 65)

in part upon continued nepotism and favoritism in work referrals in the movie industry. (Ex. 67) After the General President appointed a personal representative to oversee Local 714, on June 9, 2008, the IBT placed Local 714 in Trusteeship. (Ex. 75)

On February 25, 2010, the IRB recommended that Local 107 in Philadelphia be placed in Trusteeship because "the Local's officers and their agents appear to have continued a practice of influencing work assignments in the movie and trade show industries to favor family and friends over other members." (Ex. 68) On March 3, 2010, the IBT imposed a partial Trusteeship over Local 107's movie and trade show divisions. (Ex. 76)

Although each of these reports were issued after Perry became the principal officer of Local 82 and two were issued after he was appointed to a national union position, Perry did not take any steps to ensure that Local 82 work referrals were free from nepotism and favoritism. In fact, his family and friends benefited from the unfair practices he allowed. As of August 24, 2010, there were still no referral rules.

**G. Perry and the Rest of the Executive Board Failed to Implement a Fair Referral System for Work in the Trade Show Industry and Operated a System that Benefited Perry's Relatives, Friends and Allies**

## 1. Overview

Local 82 represents employees in the trade show industry in the Boston area. Trade shows are held at several locations including the Boston Convention and Exhibition Center and the Hynes Auditorium. (Ex. 60 at 20) Workers in the trade show industry receive the highest hourly rate for any jobs under Local contracts, \$33.75 per hour plus benefit contributions. (Exs. 173, 31-42, 174-187, 189, 191, 194, 197, 199, 249-250)<sup>22</sup> Perry, who has been the Local's principal officer for twenty-four years and who is the head of the IBT's Trade Show Division, failed to implement any referral system that fairly assigned trade show industry work to members.

During his June 12, 2010 IRB sworn examination, Perry claimed that only then was the Local ". . . in the process right now of trying to make it fairer with a new referral system. . . ." (Ex. 6 at 151-152) This was despite his being on notice for years of the problems and allowing the conditions detailed below to occur in this small Local. As of August 24, 2010, over four months later, the Local's website reflected that no formal referral procedure had yet been implemented. (Ex. 354)

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<sup>22</sup> As of 2008, the rate was \$32.25 per hour. (Exs. 173, 31-42, 174-187, 189, 191, 194, 197, 199, 249-250)

In response to a document request from the Chief Investigator that requested the production of all documents related to the new referral system, Perry provided a copy of an application for referral for work in the trade show industry that the Local had recently created and a printout from the Local's website that had recently disclosed some information on referral practices. (Ex. 196) In a letter dated July 22, 2010, Perry wrote,

You requested all documents related to the referral system that the local is in the process of implementing. The local has posted information about the referral system on the local's website (enclosed), at the spec hall and in the union hall. Shop stewards have distributed the form which is enclosed. To date over 40 members have completed the form and returned it to the union hall. The local has not yet adopted any formal rules for the referral system except to advise members that it will be giving the form to all employers who request extra labor from the hall, whether they have a collective bargaining agreement with the union or not; that the employers are not required to use the names referred; and that the member must be available to work the job for all the days offered. The Union reserves the right to change these provisions as the referral system evolves.

(Ex. 196)

All trade show employers were contractually required to maintain seniority lists. (Exs. 31-39) The trade show industry collective bargaining agreements required general contractors to maintain at least twenty-four member seniority lists and installation and dismantling ("I&D") companies to maintain four member seniority lists. (Exs.

31-39) Pursuant to the contracts, employers were entitled to select members who met certain criteria to be added to their seniority lists. (Exs. 31-42)

Local members who were not on any company's seniority list were referred to as spares. (Ex. 43 at 23, 27; Ex. 152 at 8) Of Local 82's approximately 623 members, approximately 131 were on a trade show employer's seniority list and approximately 54 were on a moving company's seniority list.<sup>23</sup> (Ex. 4; Ex. 20; Ex. 22; Exs. 44-55, Ex. 384) Thus, approximately 438 Local 82 members were spares. (Ex. 4; Ex. 20; Ex. 22; Exs. 44-55) Many spares worked in both the trade show and moving industry. The Local does not have any referral rules for work in either industry. (Ex. 15 at 60; Ex. 60 at 131-132)

Pursuant to Local 82's collective bargaining agreements with both trade show and moving industry employers, companies were required to employ the members on their seniority list before they employed either spares or employees on other companies' seniority lists. (Exs. 31-42) Under the trade show contracts, when an employer's seniority list was exhausted, the Local was obligated to use a lawful referral procedure to fill a company's labor

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<sup>23</sup> Sixty-four of the 131 members on trade show seniority lists were on the Freeman seniority list. (Ex. 20)

needs. (Exs. 31-39) Article 1 of the Local's trade show collective bargaining agreements provided:

. . . whenever the Employer's seniority list has been exhausted and the Employer needs additional labor, the Employer shall notify the Union and request the Union to supply suitable applicants for employment from among whom the Employer shall have the right to choose, provided a lawful referral procedure is used. Only if the Union is unable to provide suitable applicants may the Employer go to other sources to fulfill its needs.

(Ex. 32 at 4-5) As the Local had no formal referral rules or procedures, members could not know what process was used. (Ex. 15 at 60; Ex. 60 at 131-132; Ex. 354; Ex. 196) The referrals made, as detailed below, favored privileged members with connections to Perry and his designees.

Under Local 82's current trade show collective bargaining agreements, there was no seniority among the approximately 438 spares.<sup>24</sup> (Exs. 31-39; Exs. 4, 20, 22, 44-55, 384) In general, in order to obtain work in the trade show industry, spares were required to directly notify trade show companies of their availability. (Ex. 57 at 25-26; Ex. 58 at 13-15; Ex. 59 at 10, 16) After doing so,

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<sup>24</sup> The trade show collective bargaining agreements covering the periods 2003-2006 and 2006-2009 contained language commonly referred to as the "2003 language", which provided that members who had experience relevant to the trade show industry prior to April 1, 2003 had to be hired before members who lacked such experience. (Ex. 19 at 7-8; Ex. 198 at 33; Ex. 249 at 34-35) As discussed, below, the "2003 language" was removed from the collective bargaining agreements in 2009. (Ex. 31 at 31-32; Ex. 32 at 35-36; Ex. 33 at 35-37)



spares were then required to call the companies back to learn whether any company had listed them to work. (Ex. 57 at 25-26; Ex. 14 at 13-14; Ex. 58 at 13-14) Spares who had not been listed to work could "spec" at the Local (i.e., speculate for work in the trade show industry). (Ex. 57 at 26-27; Ex. 14 at 16; Ex. 58 at 14-15; Ex. 59 at 19-20)

The Local 82 Speculating Steward, Robert Perry, Geary and the others who acted as Local 82 Chief Stewards, whom John Perry asserted he or Geary appointed on a daily basis, ran the daily spec at the Local. (Ex. 6 at 67-68; Ex. 14 at 14-17; Ex. 59 at 13, 20-22; Ex. 79 at 25; Ex. 60 at 18-20)<sup>25</sup> Speculating Steward Robert Perry estimated that on average twenty-five to thirty members applied for work each morning. (Ex. 14 at 41) At times, up to eighty members sought trade show industry work at the BCEC through the spec on a day.<sup>26</sup> (Ex. 15 at 35)

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<sup>25</sup> Geary testified he had only appointed a Chief Steward once or twice. (Ex. 15 at 31-32)

<sup>26</sup> Burhoe testified that, in general, he did not use the "spec" to find members to work for Local 82 employer Union Payroll. Burhoe testified,

It goes by the guidelines. If there's other members being selected, there's a spec hall. It's only hit that part like three or four times that we needed a spec hall for labor, so it's not - well, wait a minute. Four or five times that we need a spec hall for labor. Usually it doesn't get past ten. I know the ten guys I can count on to get the job done, and they count on me to get the ten guys. You know what I mean? Freeman would not have a spec for a ten man call. They're sending their ten seniority.

Members who wanted to obtain work had to sign a "spec list" at the Local. (Ex. 14 at 15-16; Ex. 6 at 75) After the members signed the list, Geary, or another appointed Chief Steward would bring the "spec list" to the trade show employers. (Ex. 15 at 35-36; Ex. 14 at 15-16) Any employers who needed additional labor beyond the members they had "listed" to work, selected members from the "spec list." (Ex. 14 at 14-16; Ex. 15 at 35-36) Geary or the day's Chief Steward then called Robert Perry at the Local and informed him which members each company had selected to work. (Ex. 14 at 14-16) Robert Perry then announced to the members who had gathered for the "spec" which of them had been selected to work. (Ex. 14 at 15-16) The Local did not keep any records of the daily spec process. (Ex. 61; Ex. 14 at 48; Ex. 6 at 80)

## **2. Speculating Steward**

In approximately 2006, Secretary-Treasurer Perry appointed his brother, Robert Perry, Speculating Steward. (Ex. 6 at 67-68; Ex. 15 at 34)<sup>27</sup> In 2009, the trade show company contracts were modified to require that when a

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(Ex. 79 at 44)

<sup>27</sup> The Local's 2009, 2008, and 2007 Form LM-2s listed Robert Perry as the Local's organizer. (Exs. 4-5; Ex. 114) He admitted he had never worked as an organizer. (Ex. 14 at 56) Robert Perry responded that he had no idea why he had been listed as an organizer on the Local's Form LM-2s. (Ex. 14 at 57)

trade show company hired 25 members or more from the spec, the trade show company was required to pay the union-appointed Speculating Steward a minimum of four hours pay and to make benefit contributions on his behalf. (Ex. 14 at 28-30; Ex. 31 at 32; Ex. 32 at 8-9; Ex. 33 at 11-12) Prior to the contract modification in 2009, the Local paid Robert Perry \$25 per hour for a guaranteed four hour shift for running the morning spec.<sup>28</sup> (Ex. 6 at 69; Ex. 14 at 22-23) The October 5, 2005 Executive Board meeting minutes indicated that the Executive Board approved paying Robert Perry \$25 per hour for hours worked. (Ex. 200)

The Local also paid Robert Perry each Friday morning to open the Local and stay at the Local while the cleaners came in. (Ex. 14 at 26-28) In addition, Speculating Steward Perry testified that Secretary Treasurer Perry

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<sup>28</sup> Perry testified that initially his brother, Robert Perry volunteered to run the spec at the Local. (Ex. 6 at 68) When asked when the Local began paying Robert Perry as Speculating Steward, Perry responded,

When I had members saying, what was the matter with me; how come Bobby doesn't get paid; he's down there all the time; he opens up; he helps a lot of the guys. He's also involved in AA, so he's around there to help any member that has any problems with drugs or alcohol, and he would volunteer to do this. He would take people down to the Cape, which is about an hour and-a-half away from where we are, on his own time, and he was just involved in it. He did a lot of stuff that he volunteered for, didn't get paid. So I was - different people said, well, why ain't we paying him? So, I said, all right, we'll pay him. So, we pay him.

(Ex. 6 at 68-69)

appointed him warden. (Ex. 14 at 45) Robert Perry was also co-director of the Local's substance abuse program. (Ex. 14 at 8, 45) Local 82 paid for a cell phone for Robert Perry, allegedly to use in his position as co-director of the substance abuse program. (Ex. 14 at 7-8) This Local paid phone was his only phone. (Ex. 14 at 7-8)<sup>29</sup>

As Speculating Steward, the Local reimbursed Robert Perry's dues. (Ex. 14 at 35, 45; Exs. 201-202) Speculating Steward Perry's dues were also reimbursed for his service as warden. (Ex. 14 at 45; Exs. 201-202) Once the dues obligation was satisfied, Robert Perry had no right to any sum beyond the reimbursed expense. In 2007, Perry was reimbursed \$1,580 for dues payments, when his total dues payments for the year were \$909.92. (Exs. 97, 201-202) It appears that Robert Perry may have been embezzling, by receiving dues reimbursements from Local 82 greater than his dues obligation. This was not stopped by the principal officer, his brother, or any other Local officer and is indicative of the poor financial controls at the Local.

Geary described the responsibilities of the Speculating Steward as follows,

Well, he opens up the spec hall and has the sheet, directs the people where the sheet is. And then

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<sup>29</sup> The Local did not pay for a cell phone for Perry's cousin F. Dizoglio, the other co-director of the substance abuse program. (Ex. 28 at 5, 13-14; Ex. 14 at 12)

usually I come, I take the sheet. He stays at the hall. And that's what his main position is there, to open it, stay there, and then close it when a spec is done.

(Ex. 15 at 33-34)

Robert Perry maintained no records either of which members signed up for specs or of which members were selected. (Ex. 14 at 47) Any document created in the process was discarded each day. (Ex. 14 at 47) Neither Secretary-Treasurer Perry nor anyone else at the Local ever instructed the Speculating Steward to maintain any records of the spec. (Ex. 14 at 48; Ex. 61) Without records, neither the Local's officers nor anyone else could review the process to ensure it was proceeding fairly.

### **3. Chief Stewards**

Pursuant to Local 82's trade show collective bargaining agreements, when an employer had labor calls of 25 or more members, the Local was entitled to appoint a Chief Steward for that employer. (Ex. 6 at 73; Exs. 31-39) The Chief Stewards, who were also referred to as non-working stewards, were responsible for enforcing the collective bargaining agreements. (Ex. 59 at 19; Ex. 58 at 16-18; Ex. 134 at 8) Chief Stewards also assisted in the spec process, through which members obtained work in the trade show industry. (Ex. 60 at 18, 21; Ex. 6 at 13; Ex. 59

at 19-20; Ex. 58 at 14-15) Employers paid a Chief Steward the same hourly rate as other Local 82 members. (Ex. 60 at 21) However, if a member served as Chief Steward at least once during the month, the Local reimbursed his monthly dues.<sup>30</sup> (Ex. 6 at 85) Those who acted as Chief Stewards also received parking passes to the BCEC. (Ex. 60 at 125-126)<sup>31</sup>

It appears that nepotism and favoritism influenced Secretary-Treasurer Perry's Chief Steward appointments. Of the approximately seven members Perry testified that he appointed to serve as Chief Steward in 2009, three were his relatives. (Ex. 6 at 73-74, 145-147) He appointed his brother Robert, and his two cousins Trustee Dizoglio and J. Dizoglio. Perry also appointed Recording Secretary Milisi. (Ex. 6 at 74, 146-147) In addition, Perry appointed convicted felons Deamicis and Flaherty, who were active members of the Strike Unit and part of his scheme, discussed below, to manipulate in an arbitrary manner which members could vote on trade show collective bargaining agreements. (Ex. 6 at 74; Ex. 59 at 7, 27-34, 51; Ex. 60 at

<sup>30</sup> In 2009, dues for members who worked in the trade show industry were \$79 per month.

<sup>31</sup> According to Deamicis, there were four parking spots at the BCEC where those appointed Chief Stewards were allowed to park. (Ex. 60 at 125-126) Those who were appointed Chief Stewards rotated the passes and were able to use them even on days when they were not Chief Stewards. (Ex. 60 at 125-127) Parking at the BCEC cost \$10 per day. (Ex. 203)

8-13, 23-24, 49, 53-59) In addition, Perry appointed Young Chief Steward at times. (Ex. 6 at 74-75; Ex. 15 at 32; Ex. 58 at 17-19) Geary, on the rare occasions he made the appointment, named Deamicis or Flaherty. (Ex. 15 at 31)<sup>32</sup>

According to Perry, in 2009, he appointed President Geary and Local 82 member Deamicis as Chief Steward more often than any other members. (Ex. 6 at 74) Throughout this time, under Section 21(B)(3) of the Local's Bylaws and Article XIX, Section 10(d) of the IBT Constitution, Deamicis was not a member in good standing: having failed to pay a fine the Executive Board had imposed on him after an evidentiary hearing, he remained suspended. (Ex. 245 at 18-19; Ex. 1; Ex. 60 at 61-63; Ex. 95)

Members who became Chief Steward received no training. As described below, there were no objective criteria that a member had to meet before being appointed Chief Steward. (Ex. 6 at 75) Perry claimed in making his appointments, he wanted someone "familiar with ongoing, the inner works of the local, somebody that's not hot-headed . . . somebody that you can trust out there that they're not going to get

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<sup>32</sup> According to Geary, the individuals Perry appointed as Chief Steward were Robert Perry, Deamicis, Flaherty, J. Dizoglio and Young. (Ex. 15 at 32)

the local in trouble."<sup>33</sup> (Ex. 6 at 75) The Local did not keep any records of whom was Chief Steward.<sup>34</sup> (Ex. 206; Ex. 6 at 81-82)

Several members testified that Burhoe also acted as an appointed Chief Steward. (Ex. 136 at 12; Ex. 139 at 57; Ex. 147 at 39, 41; Ex. 153 at 50) Burhoe claimed that he could not remember whether he had ever brought the spec list over to the employers during the morning spec, which was a responsibility of the Chief Stewards Perry appointed. (Ex. 79 at 25) Burhoe claimed during his sworn IRB examination that he had never served as Chief Steward. (Ex. 79 at 24; Ex. 81)

Indeed, as Perry was aware, Burhoe was prohibited from acting as a "representative in any capacity of any labor organization." (Ex. 6 at 86) Section 504 of the Labor Management Reporting and Disclosure Act ("LMRDA") prohibits

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<sup>33</sup> Two of Perry's regular Chief Steward appointees, Deamicis and J. Dizoglio, were temporarily banned from the Boston Convention and Exhibition Center by the Massachusetts Convention Center Authority ("MCCA") in 2009. (Exs. 204-205) Both men were charged with removing property that did not belong to them from the BCEC in violation of the MCCA's rules. (Exs. 204-205) For example, J. Dizoglio was charged with removing buckets from the BCEC and Deamicis was charged with removing a battery charger from the BCEC. (Ex. 204; Ex. 60 at 66; Ex. 134 at 31-32) The MCCA terminated both members' suspensions within two weeks. (Exs. 204-205) J. Dizoglio's all access pass to the BCEC was temporarily revoked as a result of the charge brought against him. (Ex. 60 at 125-127; Ex. 204)

<sup>34</sup> Perry claimed during his IRB sworn examination that he was starting to keep a record. (Ex. 6 at 81-82) This was after a document request from the IRB requesting records of who had been appointed Chief Steward. (Ex. 206)



individuals convicted of certain crimes, including armed bank robbery, like Burhoe, from holding any office or employment with any labor union and also prohibits such individuals from acting as a "representative in any capacity of any labor organization".<sup>35</sup> (Ex. 207; Ex. 6 at 86) Perry recognized that a Chief Steward who was responsible for enforcing the collective bargaining agreement was a position that fell within the prohibition. (Ex. 6 at 86-87, 73) Despite this, as detailed below, Perry allowed Burhoe to control which members were referred for work for particular employers for which Perry chose not to enforce contractual seniority list obligations. Perry allowed Burhoe to represent the Local in fulfilling its

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<sup>35</sup> 29 U.S.C. § 504 provides in relevant part:

(a) No person who...has been convicted of, or served any part of a prison term resulting from his conviction of, robbery, bribery, extortion, embezzlement, grand larceny, burglary, arson, violation of narcotics laws, murder, rape, assault with intent to kill, assault which inflicts grievous bodily injury. . .or a crime in which any of the foregoing crimes is an element, shall serve or be permitted to serve-

- (1) as a consultant or adviser to any labor organization,
- (2) as an officer, director, trustee, member of any executive board or similar governing body, business agent, manager, organizer, employee, or representative in any capacity of any labor organization

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during or for the period of thirteen years after such conviction or after the end of such imprisonment, whichever is later, unless the sentencing court on the motion of the person convicted sets a lesser period of at least three years after such conviction or after the end of such imprisonment whichever is later . . .

(Ex. 207)

contractual obligation to lawfully refer workers to these employers. In this role, Burhoe received and sent communications from employers at the Local. (Ex. 218 and 258)

Even though claiming he never acted as Chief Steward, Burhoe admitted that he had on several occasions assisted employers at the BCEC, including Champion, in obtaining labor once the spec was exhausted. (Ex. 79 at 25, 36, 44-45, 58-59) Providing labor to meet the employers' needs was the Local's obligation under the collective bargaining agreements. (Exs. 33 and 249)

Burhoe testified that on "two or three" occasions when the spec was exhausted, he helped Champion fill a labor call. (Ex. 79 at 57) Burhoe claimed that the first time Champion ever asked him to help fill a labor call, he asked Perry if he could and Perry responded that Burhoe could do anything Champion's manager asked him to do. (Ex. 79 at 59) Burhoe claimed that Perry was not aware of the other instances in which Burhoe filled a labor call for Champion because "he can't be bothered." (Ex. 79 at 58)

On January 30, 2009, Burhoe sent a fax from Local 82's fax line to Champion's manager, Michael Wellman. (Ex. 258) This fax was a list referring members to work. (Ex. 258; Ex. 79 at 88-89) The list consisted of thirty-two names,

including Vice President Thornton and his daughter Valerie, Burhoe's brother John Bowden ("Bowden"), and several of Burhoe's friends, including John Fidler ("Fidler"), Ronald Doe and his nephews Michael and Marc Doe, and John Brassil ("Brassil"). (Ex. 258; Ex. 79 at 11-12, 26-27; Ex. 121 at 49-50) Burhoe claimed that he referred these members to work because the Local had exhausted its labor through the spec. (Ex. 79 at 57-59, 88-89) When asked how he decided who to include on the list for Champion, Burhoe answered that he called everyone that he knew and referred Local 82 members' relatives to work. (Ex. 79 at 57-58)

#### **4. Lack of Rules or Procedures For Referrals**

Local 82 President and Chief Steward Geary admitted that the Local had no referral rules or procedures, written or otherwise. (Ex. 15 at 60) Local 82 had no written procedures detailing the spec process or describing the Chief Stewards' responsibilities during the spec. (Ex. 15 at 37; Ex. 60 at 132) Those who had been appointed Chief Stewards testified that they were responsible for bringing the spec list over to the employers. (Ex. 60 at 31-32, 49; Ex. 59 at 20-22) They asserted that they did not select members from the spec list to work. (Ex. 60 at 32; Ex. 59 at 21-23) Several of those who acted as the Chief Steward, however, including Deamicis and Flaherty, stated that on

occasion employers asked them questions about the qualifications of the members who had signed the spec list. (Ex. 60 at 37-38; Ex. 59 at 21-23) Deamicis and Flaherty claimed that employers' questions to them as Chief Stewards concerning hiring were generally limited to questions about members' qualifications, such as whether a member was licensed to drive a fork lift. (Ex. 60 at 37-38; Ex. 59 at 21-23)

Perry never discussed with any of those he appointed Chief Stewards how to address requests from employers for assistance in selecting members from the spec list. (Ex. 25 at 27-28; Ex. 60 at 131-132) The Local did not maintain any records listing the members' qualifications. Rather, several of those appointed Chief Stewards, including Deamicis, Flaherty, and President Geary, claimed incredibly that the, at least, 623 members' qualifications were within their personal knowledge. (Ex. 60 at 37-38; Ex. 59 at 22-23; Ex. 15 at 51-52)

On occasion, appointed Chief Stewards helped employers obtain additional labor. (Ex. 60 at 33-34) The Local kept no records of who had been referred to work after the spec list was exhausted.<sup>36</sup> (Ex. 61) Perry testified that he

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<sup>36</sup> Geary claimed that he sometimes asked the Chief Stewards to give him the list of who had been referred to work, but he did not retain the lists for more than a day or two. (Ex. 15 at 59) In response to a

assumed that the Chief Stewards attempted to get additional Teamster labor when the spec list was exhausted, but admitted he had never taken any steps to learn if that were the case. (Ex. 6 at 78-81) Geary, Local 82's President who sometimes acted as Chief Steward, admitted that Local 82 did not provide the Chief Steward appointees with a list of the names and telephone numbers of members who were available to work in the trade show industry. (Ex. 15 at 40)

The Perry selected Chief Stewards used a variety of arbitrary methods. (Ex. 60 at 127-133) For example, consistent with the practice Perry allowed at the Local, several Chief Stewards testified that they limited themselves to calling people in their personal phone books to see if they were available to work. (Ex. 15 at 39-40; Ex. 60 at 129-130)

Deamicis, an ex-convict, testified that he went to half-way houses to offer work to recently released prisoners when the spec list was exhausted. (Ex. 60 at 128) Burhoe, who claimed he never served as Chief Steward, admitted that he had helped employers obtain labor after the spec was exhausted on several occasions. (Ex. 79 at 57)

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document request from the IRB, which required the production of records of the spec, the Local was unable to produce any documents. (Exs. 61 & 208) Indeed, in a letter dated April 5, 2010, Perry stated that the Local did not keep any records of the spec. (Ex. 61)

In doing so, he claimed he relied primarily on the friends and family members of Local 82 members. (Ex. 79 at 44-45, 57) According to Burhoe, he asked Local 82 members who were working to call their family members. (Ex. 79 at 57) In addition, Burhoe claimed that on at least one occasion he went out to bars and called in anyone who was not too drunk to work in order to fill a labor call for Local 82 employer Champion. (Ex. 79 at 57)

**5. Perry Failed to Enforce the Collective Bargaining Agreements to the Detriment of Local 82 Members and the Benefit of His Friends and Family**

As the evidence showed, the assignment of work in the trade show industry was designed to favor relatives and other favored individuals with ties to Local insiders. Perry intentionally failed to enforce the provision in the collective bargaining agreements that every company under contract with Local 82 maintain a seniority list. This allowed nepotism and favoritism to thrive.

Local 82 has collective bargaining agreements with approximately twenty-five trade show industry employers. (Ex. 6 at 14) The trade show collective bargaining agreements provided that an employer must exhaust its seniority list before hiring other Local 82 members. (Exs. 31-39) As discussed above, the trade show industry

collective bargaining agreements required general contractors to have seniority lists of, at least, 24 members and I & D companies to maintain seniority lists of 4 members. (Exs. 31-39, 174; Ex. 6 at 15) Members could not be on more than one company's seniority list. (Ex. 6 at 48) During his sworn IRB examination, Perry explained that members on seniority lists received certain benefits, including, but not limited to, a guaranteed eight hour call, double time pay, and holiday pay. (Ex. 6 at 16-17)

In response to a document request from the Chief Investigator, which required the production of copies of all seniority lists, Local 82 produced lists for only nine of the twenty-five trade show employers.<sup>37</sup> (Exs. 20, 22, 44-49; Exs. 356-358, 384) The three trade show employers who employed Local 82 members for the most hours were Freeman, Champion, and GES. (Exs. 88, 209) The Local produced seniority lists for these employers. (Exs. 20, 22, 44)

Under the GES and Champion collective bargaining agreements, after working forty-five days in a ninety day period, a member was added to the company's seniority list. (Ex. 32 at 13; Ex. 33 at 15) Under the Freeman collective bargaining agreement, the employer had discretion to select

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<sup>37</sup> The Local produced seniority lists for Freeman Decorating Company, Greyhound Exposition Services, Champion Exposition Services, Renaissance Management, Nth Degree, Corporate Communications, Boston Show Services, Brede and Willwork. (Exs. 20, 22, 44-49, 384)

those on the seniority list from among the members who had worked forty-five days in a ninety day period. (Ex. 31) In 2009, 438 Local 82 members worked a total of 205,020 hours for Freeman, the most for any employer. (Exs. 88 & 209) Freeman was required to have a seniority list of sixty-four members. (Ex. 31) Two hundred sixty Local 82 members worked 40,173 hours for GES. (Exs. 88 & 209) GES had a twenty-four man seniority list. (Ex. 22) Champion's twenty-four member seniority list included both Local 82 and Local 653 members. (Exs. 44 & 210) In 2009, 300 Local 82 members worked 33,768 hours for Champion. (Exs. 88 & 209)

Eleven of Perry's fifteen relatives who were active Local 82 members had guaranteed seniority. (Ex. 78; Ex. 6 at 145-147; Ex. 211)<sup>38</sup> These eleven Perry relatives had seniority list spots or were appointed steward, which entitled them to super-seniority. (Exs. 20-22, 53; Ex. 28 at 10-11; Ex. 134 at 10-12; Ex. 14 at 11-12; Ex. 6 at 145-147; Ex. 32 at 8; Ex. 78) Indeed, nine of trade show contractor GES' 24 man seniority list were Perry's relatives. (Ex. 22)<sup>39</sup> Perry's relatives who did not have

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<sup>38</sup> These individuals were Fred Perry, III, Jimmy Perry, Brian M. Perry, Brian J. Perry, Ed Welch, James M. Perry, Kevin Perry, Joe Dizoglio, Jamie Perry, Dennis McCarthy and Francis Dizoglio. (Exs. 20-22, 44-55, 384)

<sup>39</sup> Two Local officers and Deamicis were also on the GES list. (Ex. 22)



seniority were his brother Speculating Steward Robert Perry, his nephew Frederick Perry III's wife Leigh and Frederick Perry, III's twenty-two and twenty year old sons, Ryan and Shane Perry, who joined the Local in 2006 and 2010 respectively. (Ex. 211; Ex. 6 at 146; Exs. 20, 22, 44-45, 384)

In explaining why there were not seniority lists for all employers under contract with the Local, Perry asserted he did not enforce the contractual provision which required seniority lists for all companies because, "it kind of spreads it out where all the members get a chance to reap the benefits." (Ex. 6 at 16) The facts proved Perry's explanation to be false. In the absence of any referral rules, the failure to enforce the seniority provisions gave Perry and his designees complete discretion over the referral of Local 82 members to work. This allowed favored members, including Perry's relatives and other members who were already on seniority lists, to obtain additional work.

Perry's explanation for not enforcing the contract language was a sham. He permitted Burhoe, who had no official position with the Local, to control referrals for several of the companies as to which Perry did not enforce the requirement in the collective bargaining agreements to maintain a seniority list. Work was not spread around;

only the favored reaped the benefits. For example, in 2009, Deamicis, who, like many Perry relatives, was on the GES seniority list, worked 2,675 hours. (Exs. 22, 93-94) This was the most of any Local 82 member. (Exs. 100 and 100A) In 2009, Burhoe selected Deamicis to work for Union Payroll, Arata, and Shepard, none of which had seniority lists. (Exs. 93-94; Ex. 79 at 41, 50, 95-96; Ex. 60 at 93-95) In addition, Burhoe referred Perry's son, Brian M. Perry, who was on the GES seniority list, to work for Arata, Shepard and Union Payroll in 2009. (Ex. 6 at 107; Ex. 213; Ex. 79 at 41, 50, 95-96; Ex. 22) Brian M. Perry worked 2,078 hours in 2009. (Ex. 88; Ex. 213) Because there were no seniority lists for these employers, Deamicis and Perry's son could be referred to work immediately even though they were on a seniority list for another employer.

Indeed, since being on a seniority list dictated who received certain benefits, Perry's failure to enforce the contracts resulted in unfair allocation among members of who received benefits. Perry testified that he only required companies that constantly had work to maintain the contractually required seniority lists.<sup>40</sup> (Ex. 6 at 16-17)

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<sup>40</sup> Perry claimed that members would not want to be on a seniority list for a smaller trade show employer because it could cause them to lose time from a larger trade show employer that had more work. (Ex. 6 at 63-64) Regardless of Perry's claim, Perry did not ensure that work was distributed fairly among the members.

Although he did not require several companies to have set seniority lists, Perry testified that he still required those companies to give the benefits which were contractually guaranteed to the same number of members without any objective standard. (Ex. 6 at 15-17)

**6. Perry's Delegation to Burhoe to Fill the Union's Role Under the Contracts**

Perry permitted Burhoe, an ex-convict, with a substantial criminal record for violent crimes, who rejoined the Local in 2007 and was under a 29 U.S.C. § 504 bar upon his release from incarceration for armed bank robbery, to control referring workers and the conferral of benefits for at least four trade show companies under contract. Burhoe referred members to work for several trade show industry employers, including Union Payroll Agency, Shepard Decorating Company, Arata Expositions, Inc. ("Arata"), Paramount Convention Services ("Paramount"), and Heritage Exposition Services ("Heritage"). (Ex. 79 at 41, 50, 94-96) Except for Paramount as to which it is unclear, all had contractual language that the Local would refer workers from a lawful referral system after the seniority list was exhausted. (Exs. 35, 37, 38, 184) Perry allowed Burhoe who was barred from doing so to perform that union function.

It does not appear that these smaller companies had call in lines, to which members could call in their availability to work. (Ex. 79 at 94-97; Ex. 59 at 24) As several of the members who worked for these smaller trade show companies admitted, the only way they found out about these jobs and were hired by these companies, including Union Payroll, was when Burhoe called them and referred them to work.<sup>41</sup> (Ex. 59 at 24-25; Ex. 58 at 33-35; Ex. 25 at 50-51) Indeed, with Perry's blessing, these jobs were diverted into Burhoe's control. The evidence establishes that favoritism and nepotism, benefiting both Perry's and Burhoe's families, influenced Burhoe's work referrals.

For example, in 2009, according to the Pension Fund records, 46% of Burhoe's 1,458 hours worked were with companies for which Burhoe referred members to work. (Exs. 88, 214; Ex. 79 at 41, 50, 94-96) In addition, in 2009, 33% of Flaherty's 1,809 hours worked, 36% of Young's 1,149 hours, and 50% of Burhoe's father Maguire's 626 hours for a half year, were for companies at which Burhoe referred individuals to work.<sup>42</sup> (Exs. 88, 91-92, 89-90, 104-105)

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<sup>41</sup> Burhoe claimed that on four or five occasions, members were able to spec for Union Payroll jobs at the Local. (Ex. 79 at 44)

<sup>42</sup> Maguire's hours were limited in 2009 because he was incarcerated between June 2008 and July 2009 for assaulting a police officer. (Ex. 93 at 17-19, 54-55)

## **7. Union Payroll**

Union Payroll Agency, Inc. is a company based in California that has a trade show collective bargaining agreement with Local 82.<sup>43</sup> (Ex. 214) When trade show companies that did not have collective bargaining agreements with Local 82 needed labor in Boston, Local 82 referred those companies to Union Payroll to fill their labor needs. (Ex. 79 at 34-37) Burhoe controlled the referral of Local 82 members for Union Payroll's jobs. (Ex. 79 at 34-37)

This was possible because Perry allowed him to and did not require Union Payroll to maintain a seniority list as the collective bargaining agreement required.<sup>44</sup> (Ex. 6 at 17; Ex. 35) He did not require Union Payroll to go through anyone else at the Local to refer labor. Perry let Burhoe exercise the Local's referral function under the contract.

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<sup>43</sup> According to Union Payroll's website, Union Payroll is a service provider that specializes in the entertainment and trade show industries. (Ex. 215) The services Union Payroll provided included, payroll processing and delivery, maintenance of employee records, on-site labor management, and the interpretation of labor organization contracts. (Ex. 215)

<sup>44</sup> Perry testified that Union Payroll was a general contractor. (Ex. 6 at 14) As discussed above, Local 82's trade show collective bargaining agreements required that general contractors maintain seniority lists consisting of twenty-four members. (Ex. 35) Perry did not require Union Payroll to have any seniority list. (Ex. 6 at 17)

Perry claimed that he did not enforce the contract provision because Union Payroll did not have much work.<sup>45</sup> (Ex. 6 at 17) Under oath, Perry asserted that Union Payroll used different members for different jobs. (Ex. 6 at 17) On this, as on many other points, the records contradicted Perry's claim. Indeed, Burhoe admitted, that at his behest, Union Payroll used the same four members, all of whom were friends or relatives of Burhoe, for the majority of its jobs. (Ex. 79 at 44)

According to Perry, Union Payroll had a collective bargaining agreement with Local 82 since 1999. (Ex. 6 at 87) Burhoe did not work for Union Payroll until 2007, when he rejoined Local 82 after he was released from prison. (Ex. 79 at 31-32, 55; Ex. 80) In that year, the hours Local 82 members worked at Union Payroll increased from 885 hours to 2,320 hours. (Ex. 217) Perry described Burhoe as Union Payroll's "lead guy" and Burhoe described himself as Union Payroll's "#1 guy." (Ex. 6 at 87-88; Ex. 79 at 43, 35-36) Indeed, as detailed below, none of the four members who regularly worked for Union Payroll through Burhoe's influence had ever worked for Union Payroll prior to 2007.

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<sup>45</sup> According to the Pension Fund records, in 2009, Local 82 members worked 3,168 hours for Union Payroll. (Ex. 217)

(Ex. 79 at 32-33, 44-45; Ex. 58 at 35; Ex. 59 at 24; Ex. 83 at 32-33)

The contract provided that for workers outside the seniority list, the Local would refer workers through a lawful referral system. (Ex. 35 at 4) Perry never provided Burhoe, who was acting for the Local, any guidelines to follow in referring individuals to work. (Ex. 6 at 88, 147-148; Ex. 79 at 42, 44, 73) Perry knew that Perry family members worked for Union Payroll. (Ex. 6 at 113-114) He claimed to be unaware that Burhoe's friends and family were regularly hired to work for Union Payroll. (Ex. 6 at 114)<sup>46</sup> As the Local's only full-time business agent, who was well aware of allegations of nepotism and favoritism in Local work assignments, Perry's ignorance, if true, was a deliberate closing of his eyes. As discussed below, Burhoe regularly caused his friends and family, some of whom were not Local 82 members and paid no service fees, to work for Union Payroll ahead of Local 82 members with more industry experience.

On May 20, 2009, Local 82 member Kevin Barry ("Barry") sent a grievance letter dated May 19, 2009 via facsimile to Union Payroll's Director of Sales, Michael Sunseri

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<sup>46</sup> Perry would claim in regards to determining which members could vote on contract ratifications that he knew where everyone worked. (Ex. 6 at 54-55)

("Sunseri"). (Ex. 355) In response to a subpoena, Union Payroll produced this document to the IRB. (Ex. 355) In this grievance, Barry stated that through Local 82 he made himself available to work on a date that Union Payroll handled a show for Demers Exposition Services ("Demers") and he was not called. (Ex. 355)<sup>47</sup> The following handwritten notation was included on Barry's grievance letter: "Per John, Ignore it. "82 does the organizing" "not UPA" M.W." (Ex. 355) It appears that the initials MW refer to Matthew Wright, Union Payroll's Vice President of Operations. (Ex. 215) As discussed below, Burhoe admitted that in May 2009, he helped fill a labor call for Demers, a company that did not have a collective bargaining agreement with Local 82, which ran a show through Union Payroll. (Ex. 79 at 46-50)

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<sup>47</sup> In his facsimile, Barry stated the following:

This document represents the grievance I am filing against Demers Exhibit, doing business through Union Payroll. . . . I made myself available for work on Monday 5/18/09 through the run of the show. Union Payroll instructed me that Pat Geary was in charge of all dispatching, he was called along with the hall to make my availability known.

The referral list was not used. I am a member in good standing per local union bylaws. I have relative trade show experience before 3/31/03 and should receive a preference in the hiring per union contract. I seek to be made whole for all lost wages and benefits. . . .

(Ex. 355)



According to Barry, after Barry sent the grievance concerning the May 2009 Demers show to Union Payroll, Demers, and Local 82, Perry called Barry on Barry's cell phone. (Ex. 153 at 33; Ex. 367) In his grievance, Barry stated that he had relevant trade show experience prior to April 1, 2003. (Ex. 355) This was a reference to a provision in the Local's trade show collective bargaining agreements, which covered the periods 2003-2006 and 2006-2009. According to the contracts, members with experience relevant to the trade show industry prior to April 1, 2003 received hiring preference over members who did not have such experience. (Ex. 35 at 28-29) Barry's grievance was dated May 19, 2009. (Ex. 355) Barry testified that Perry told him that the 2003 language was not in Union Payroll's contract. (Ex. 153 at 33) The new contracts the members approved in 2009 did not include a contract for Union Payroll. (Ex. 6 at 58) As discussed below, the 2003 language was removed from the GES contract on April 25, 2009 during a controversial contract ratification. As of May 19, 2009, only GES and Brede had contracts that removed the controversial language. (Exs. 32 and 250; Ex. 6 at 57-58; Ex. 248)<sup>48</sup>

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<sup>48</sup> Barry further testified that Perry told him that Union Payroll had a four member seniority list, but Perry refused to tell him who the four members were. (Ex. 153 at 33-34)

Barry further testified that he contacted Union Payroll and spoke to its Director of Sales, Michael Sunseri. (Ex. 153 at 37) According to Barry, Sunseri told him that Union Payroll did not handle hiring. (Ex. 153 at 37) Union Payroll's shows in Boston went through President Geary and that "they had a number of foremen, Joe and Jimmy who helped them do the hiring." (Ex. 153 at 37) It appears that "Joe and Jimmy" referred to Burhoe and Deamicis. Indeed, Burhoe acknowledged he helped fill the labor call for the May 2009 Demers show through Union Payroll. (Ex. 79 at 49-50, 56)

During his IRB sworn examination, Burhoe described himself as Union Payroll's "go-to guy in Boston" and claimed that he had the responsibility of Union Payroll's "#1 list guy", even though there was no list for Union Payroll since Perry refused to enforce the contractual requirements. (Ex. 79 at 36-37; Ex. 6 at 17; Ex. 87-88) Burhoe testified that Sunseri, Union Payroll's Director of Sales, regularly called Burhoe and described the number and type of workers needed to fill a labor call. (Ex. 79 at 37-39, 44-45; Ex. 251) Burhoe claimed that he knew who to refer to work for each job based on his personal knowledge of the members' qualifications. (Ex. 79 at 39-40) Burhoe's knowledge appears to have been very limited. Burhoe

admitted that the four members that he used regularly for Union Payroll jobs were himself, his father Maguire, his close friend Flaherty and Flaherty's close friend Young.<sup>49</sup> (Ex. 79 at 44) Despite Union Payroll having a collective bargaining agreement with Local 82 since 1999, none of these four members worked for Union Payroll prior to Burhoe's involvement with the company. (Ex. 79 at 32-33, 44-45; Ex. 58 at 35; Ex. 59 at 24; Ex. 83 at 32-33)

**a. The Summit Exposition Job**

Burhoe referred members to Union Payroll in January 2009, after Union Payroll directly contacted Perry at Local 82. (Ex. 218) On December 15, 2008, Sean Sullivan of Summit Expositions, a general contractor that did not have a collective bargaining agreement with Local 82, sent a labor request to Sunseri, Union Payroll's Director of Sales. (Ex. 218) Under the contract with Union Payroll, since Perry did not enforce the seniority list provision, Union Payroll was to go through the Local to get workers referred. (Ex. 35) On December 29, 2008, Sunseri forwarded the labor request to Perry's Local 82 email address,

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<sup>49</sup> During his IRB sworn examination Burhoe described Flaherty as a close friend and testified that he was "like an uncle" to Flaherty's children. (Ex. 79 at 44-45) In addition, during his IRB sworn examination, Flaherty described Young as one of his closest friends and testified that Young was Flaherty's son's godfather and Flaherty was Young's child's godfather. (Ex. 59 at 26-27; Ex. 58 at 11)

teamsters82@hotmail.com, with the message, "Please give this to Jo-Jo." (Ex. 218)<sup>50</sup> Jo-Jo was Burhoe's nickname. (Ex. 79 at 72) Perry claimed ignorance of why an email requesting labor would be forwarded to Burhoe's attention at Perry's Local 82's email address. (Ex. 6 at 101-102)<sup>51</sup>

Burhoe acted for the Local and selected the eight individuals who eventually worked for Summit Expositions through Union Payroll in January 2009. (Ex. 79 at 73) All eight members Burhoe selected had close ties to Burhoe or Perry. (Ex. 219; Ex. 79 at 27, 29-31, 44; Ex. 6 at 107-108) Neither Perry nor any other Local officer ensured that Burhoe distributed the work fairly. (Ex. 218; Ex. 6 at 101-102; Ex. 79 at 72-73)

In addition to Burhoe, himself, working the Summit Show, Burhoe caused Union Payroll to hire his friends Young and Flaherty, who along with Burhoe and his father,

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<sup>50</sup> Local 82 Office Manager Susan McGuinness testified that she created the teamsters82@hotmail.com account. (Ex. 159 at 60) According to Perry, he and the other Local employees, including the office manager, McGuinness and the secretary, Megan Sela had access to the account. (Ex. 6 at 102) Perry's electronic signature appeared on emails sent from the account. (Ex. 218) In addition, the Local's website listed the account as a means of contacting Perry directly. (Ex. 354)

<sup>51</sup> During his sworn examination, Burhoe claimed that he could not recall receiving the email, but stated that McGuinness, the Local's office manager, probably gave it to him. (Ex. 79 at 72-73)

comprised Union Payroll's de facto seniority list.<sup>52</sup> (Ex. 219; Ex. 79 at 44) Burhoe also referred Perry's brother James M. Perry, and Burhoe's friends, Deamicis and Beau Piscopo ("B. Piscopo"), as well as David Smith and John Fidler ("Fidler"), both of whom Burhoe had known since childhood. (Ex. 79 at 27, 29-31; Ex. 6 at 107-108) At the time Burhoe referred Piscopo to work at the Summit Exposition Show in January 2009, Piscopo was awaiting trial on charges of second degree murder, resulting from an incident that occurred on June 17, 2007 while Piscopo was a Local 82 member. (Exs. 220 & 221) Following the trial, Piscopo was convicted of manslaughter and sentenced to six years imprisonment. (Ex. 220)

During his sworn IRB examination, Burhoe claimed to believe that Fidler was a member of Local 82. (Ex. 79 at 91) According to IBT records, Fidler has never been a member of Local 82 or the IBT. (Ex. 222) Fidler never paid any service fees to the Local. (Ex. 222) According to payroll records Union Payroll provided, the Local 82 members who worked for Summit Expositions through Union Payroll were paid contract rates. (Ex. 219; Ex. 35)

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<sup>52</sup> Burhoe's father, Maguire, did not work this show because he was incarcerated during it for assault and battery of a police officer. (Ex. 83 at 17-18)

Burhoe and Deamicis worked the highest number of hours on the Summit job. (Exs. 219 and 223)

**b. Demers Jobs**

**i. January 2009**

In January 2009, Demers, a company that did not have a Local 82 collective bargaining agreement, was the general contractor for the Bay State Bridal Exposition trade show ("Bridal Exposition Show") at the BCEC. (Ex. 6 at 89) Perry testified that Scott Ling ("Ling"), Demers' owner, contacted him after a group of Local 82 members, which included Burhoe, Flaherty, and Deamicis, saw Ling at the BCEC and told Ling that he was required to hire Local 82 members. (Ex. 6 at 89-93) This was an example of how Burhoe and his associates, who also formed the moving industry's Strike Unit, benefited themselves and Union Payroll. (Ex. 6 at 90-91; Ex. 79 at 19) Perry believed that he told Ling that Demers was required to hire Local 82 members. (Ex. 6 at 93) Perry took no action to ensure that Ling actually hired Local 82 members. (Ex. 6 at 93) Perry testified that Ling was referred to Union Payroll.<sup>53</sup> (Ex. 6 at 91) Because Demers did not have a collective bargaining agreement with the Local, Union Payroll acted as the

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<sup>53</sup> Perry was unclear who referred Ling to Union Payroll. Perry testified that he, Burhoe, Flaherty, or Deamicis referred Ling. (Ex. 6 at 91)

employer for the Bridal Exposition Show. (Ex. 6 at 89-90)  
When asked how Ling ultimately obtained workers for the  
Bridal Exposition Show, Perry testified that he believed  
Burhoe, Flaherty and Deamicis "got him some labor." (Ex. 6  
at 92) Referring the labor was a Local function under the  
Union Payroll contract. (Ex. 35)

Perry admitted that he was aware that Ling had  
contacted Burhoe to obtain labor. (Ex. 6 at 94-95)  
Consistent with Local 82 practices under Perry's  
leadership, Burhoe selected twenty-one individuals to work  
for Demers through Union Payroll in January 2009.<sup>54</sup> (Ex. 79  
at 51-52; Ex. 224) More than half of these individuals  
were related to or had close ties to Burhoe or Perry. (Ex.  
224; Ex. 79 at 8-9, 12-13, 26-27; Ex. 59 at 16, 18; Ex. 6  
at 107, 109-110) Some of these individuals were not Local  
82 members and paid no service fees to the Local. (Exs.  
225, 222, 219) Perry, if indeed truly ignorant,  
consciously avoided learning who had been hired. (Ex. 6 at  
97-98)

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<sup>54</sup> The individuals Demers hired for the Bridal Exposition Show at  
Burhoe's direction were Joseph Burhoe, John J. Bowden, John Brassil,  
Thomas J. Hogan, William Steele, Marshall Coleman, Danny Callahan, Mary  
Kate Flaherty, John Fidler, Brian M. Perry, James E. Deamicis, James M.  
Perry Jr., James Young, Thomas Flaherty, Richie Demas, Thomas Burke,  
David M. Smith, Richard Roberto, Kevin Perry, Gerald Lloyd, and Joanne  
Jones. (Ex. 224)