

INDEPENDENT REVIEW BOARD

PROPOSED CHARGE REPORT

AGAINST

**LOCAL 82 OFFICERS
JOHN PERRY AND PATRICK GEARY**

AND

**LOCAL 82 MEMBERS
JOSEPH BURHOE
JAMES DEAMICIS
THOMAS FLAHERTY
JAMES YOUNG**

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To: IBT General President James Hoffa
From: Members of the Independent Review Board
Date: September 29, 2010
Re: Proposed Charges against Local 82 Officers John Perry and Patrick Geary and
Local 82 Members Joseph Burhoe, James Deamicis, Thomas Flaherty, and James
Young

1. RECOMMENDATION

The Independent Review Board ("IRB") recommends to the General President that charges be filed against Local 82 Executive Board members John Perry ("Perry") and Patrick Geary ("Geary"), and Local 82 members Joseph Burhoe ("Burhoe"), James Deamicis ("Deamicis"), Thomas Flaherty ("Flaherty"), and James Young ("Young") for the violations described below.

It appears that John Perry, Local 82's Secretary-Treasurer, and Joseph Burhoe, a Local 82 member, brought reproach upon the IBT and interfered with the union's legal obligations when they engaged in a scheme to injure members of Local 82 through selectively enforcing contract provisions and abandoning the Local's contractual obligations to refer workers through a lawful referral system. Instead, Burhoe and Perry steered trade show work to their family, friends and political allies to the detriment of Local 82 members. Perry, who was the Local's only full time officer and business agent, also breached his fiduciary duties to the members and his oath as an officer.

It also appears that Local 82 Secretary-Treasurer Perry and Burhoe brought reproach upon the IBT and interfered with the union's legal obligation to comply with federal law by Burhoe violating, and Perry knowingly assisting him in violating, Title 29, U.S.C. § 504. Upon his federal conviction for armed bank robbery in 2003, Burhoe was banned under 29 U.S.C.

§ 504 from acting as a representative in any capacity for a labor union for a term of 13 years after his release from incarceration. That prohibition began on his release in November 2006 and runs until 2019. Perry was aware of the prohibition. With Perry's knowing assistance, Burhoe acted as a Local representative in complying with the Local's contractual obligations to employers to refer workers in the trade show industry. They thus violated the statute's explicit prohibition against Burhoe acting in any capacity as a representative for a labor organization. Perry, acting as the Local's principal officer in assisting Burhoe to violate the statute, exposed the Local to potential criminal liability.

Furthermore, it appears that Local 82 Secretary-Treasurer Perry and President Patrick Geary and Local 82 members Thomas Flaherty, James Young and James Deamicis brought reproach upon the IBT, violated the Local's Bylaws and injured members by creating and arbitrarily enforcing unauthorized rules concerning members' voting eligibility on proposed collective bargaining agreements in 2009. They knowingly allowed favored members to vote on a contract who would have been excluded under the unauthorized rule they were allegedly enforcing. In turn, they excluded members who opposed the proposed contract allegedly applying the same rule. In addition, Perry and Geary, as officers, breached their fiduciary duties to the members and violated their oath of office as union officers.

It also appears that Local 82 Secretary-Treasurer Perry and Local 82 members Burhoe and Deamicis brought reproach upon the IBT and injured its members by engaging in a scheme to collude with a non-union employer to provide him workers who were paid less than they would have been under Local 82 collective bargaining agreements. In doing so Perry, as an officer, also breached his fiduciary duties to the members and his oath as an officer.

Local 82 Secretary-Treasurer Perry and Local 82 member Deamicis also appear to have brought reproach upon the IBT and failed to comply with Local 82 Bylaws Section 21(3)(3) and the Article XIX, Section 10(d) of the IBT Constitution because Deamicis, while not a member in good standing, and under continuing suspension after his failure to comply with the terms of the discipline the Local's Executive Board imposed on him after a hearing, exercised with Perry's assistance all rights of membership. Perry allowed Deamicis to attend membership meetings, Executive Board meetings and multiple contract vote ratifications for different employers while suspended. Perry also appointed Deamicis while he was suspended to sit on a panel hearing disciplinary charges against a Local 82 member. In addition, Perry appointed him as Chief Steward, a Local representative for which service the Local reimbursed Deamicis' dues despite his continuing delinquency in paying his disciplinary fine. Perry also let Deamicis act as leader of the Local's "Strike Unit." Perry also violated his oath as an officer to "faithfully comply with and enforce . . . Bylaws of this Union."

It also appears that Local 82 Secretary-Treasurer Perry failed to cooperate with the Independent Review Board when he made misleading statements in his sworn examination on June 12, 2010. During his sworn examination, Perry testified that that he only instructed two or three members in 2009 that they could not vote on a 2009 contract (Ex. 1 at 56-57), when in fact he prevented at least fifteen members from voting.

II. 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. (Ex. 4)

1. Local 82 Current Officers

a. Secretary-Treasurer John Perry

Perry joined the Local in 1971. (Ex. 1 at 8; Ex. 5) Perry has been a member of the Local's Executive Board since at least 1982. (Ex. 1 at 7) Since 1986, Perry has been Local 82's Secretary-Treasurer and principal officer. (Ex. 1 at 7-8) 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. 6-7; Ex. 1 at 18-19) In addition, since 2004, Perry has also been an Advisory Trustee for Joint Council 10, for which he received \$10,000 annually. (Ex. 1 at 9-10; Ex. 8) In 2003, Perry was appointed the Director of Trade Shows and Convention Centers for the IBT, for which he received a yearly salary of \$50,000. (Ex. 1 at 9-10; Ex. 9) He has continued in that position. In 2009, Perry received a total salary of \$183,650 from the three IBT entities. (Ex. 4; Exs. 8-9)¹

b. President Patrick Geary

Patrick Geary ("Geary"), has been a member of Local 82 since 1987 and is Local 82's President. (Exs. 4 and 10; Ex. 11 at 6-7) In 1991, Geary was appointed a Local Trustee and was elected to that position subsequently. (Ex. 11 at 7-9) From 2001 to 2005, Geary had been the Recording Secretary. (Ex. 11 at 7-8) In April 2005, Geary was appointed both President and a part-time Business Agent. (Ex. 11 at 7, 29-30) Geary was elected President in 2007. (Ex. 11 at 7-8; Ex. 12) Since 2005, he also has been a Trustee of the Local 82 Savings and Investment

¹ As described below, at least sixteen of Perry's relatives are Local 82 members. (Ex. 1 at 145-147; Exs. 14 and 15) 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. 1 at 20-21, 43-44; Exs. 16-17) As discussed below, Perry's brother, Robert Perry, is the Speculating Steward who handled the work referral process at the Local. (Ex. 18 at 15-16; Ex. 19 at 20; Ex. 20 at 14-15). His brother Frederick was the Local's Vice President until 2008. (Ex. 21)

Fund and the Local 82 Health and Welfare Fund. (Ex. 11 at 9-10) In 2009, Geary was paid \$29,325 by Local 82 as a part-time business agent. (Ex. 4) Geary and Perry have been friends for approximately 45 years. (Ex. 11 at 55) Geary is on the seniority list at Greyhound Exposition Services ("GES"), a trade show contractor. (Ex. 13)

c. Vice President Leif Thornton

Leif A. Thornton ("Thornton") became a member of Local 82 in 1982. (Ex. 22 at 8) In 2004, he was elected a Local Trustee. (Ex. 22 at 8) In 2007, Thornton, who ran on Perry's ticket, was elected Vice-President. (Ex. 22 at 8) Thornton was a steward for Freeman Decorating Company ("Freeman"), at which he is also on the seniority list. (Ex. 22 at 8-10; Ex. 24)

d. Recording Secretary Cheryl Milisi

Cheryl Milisi ("Milisi") has been a member of the Local since 1990. (Ex. 25 at 11) She ran on Perry's ticket and was elected Local 82's Recording Secretary in 2007. (Ex. 25 at 12) Milisi works primarily in the trade show industry and is on GES's seniority list. (Exs. 13, 27 and 27A)

e. Francis Dizoglio

Francis Dizoglio ("Dizoglio"), Perry's cousin, has been a member of Local 82 since 1984. (Ex. 28; Ex. 29 at 9) In 1999, Dizoglio was appointed a Trustee. (Ex. 29 at 12) He has been elected for each term since then. (Ex. 29 at 13) Dizoglio also assists in running the Local's substance abuse program, along with Perry's brother Robert. (Ex. 29 at 13-14) Dizoglio is Metropolitan Moving & Storage Company's shop steward ("Metropolitan Moving"), (Ex. 29 at 15, 23)

f. John Logan

John Logan ("Logan") became a member of Local 82 in 1984. (Ex. 30 at 9-10) Logan was elected Local Trustee in 2007. (Exs. 12 and 31) He is the shop steward for Walsh Movers ("Walsh"). (Ex. 30 at 10)

g. Nicholas Murphy

Nicholas Murphy ("Murphy") became a member of Local 82 in 1987. (Ex. 32 at 6-7) Murphy was elected Local Trustee in 2007. (Exs. 12 and 31) Until November 2009, Murphy was a shop steward at Spry & Co., a Local 82 moving company. (Ex. 32 at 8)

2. Other Local Insiders

a. Joseph Burhoe

Joseph Burhoe joined the Local in 1987. (Ex. 33 at 13, 16) Burhoe's dues record reflected two payments in 1987 that did not cover his initiation fee. (Ex. 34) Following a payment in December 1987, IBT records reflect that Burhoe made no dues payments until ten years later on May 7, 1997. (Ex. 34) Burhoe's dues were then paid for a year through May 1998. (Ex. 34) There were no more payments until approximately nine years later, on March 22, 2007, when, shortly after being released from prison, Burhoe paid the Local a reinitiation fee of \$250. (Ex. 34; Ex. 33 at 10) Since that time, Burhoe has continued as a member of Local 82. (Ex. 34)

In 1991, Burhoe pled guilty to assault and battery and the felonious use of a firearm for shooting a man in Hampton, New Hampshire in 1989. (Ex. 33 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 and James Deamicis, both of whom he had known before prison and whom Burhoe described as two of his best friends. (Ex. 33 at 8-9) According to Burhoe, he was released in 1993. (Ex. 33 at 7-8) According to news

reports in 1993, Burhoe was arrested for attempted murder in Massachusetts. (Ex. 35) The disposition of the charge is unknown. (Ex. 35)

In 2003, Burhoe and his father, current Local 82 member Lawrence Maguire ("Maguire"), pled guilty in federal court to armed bank robbery. Burhoe was initially sentenced to 151 months.² (Ex. 36; Ex. 33 at 6) His sentence was subsequently reduced to 77 months because of a change in the law. (Ex. 36; Ex. 33 at 6, 10) Following his release from federal prison in November 2006, Burhoe served the remainder of his sentence at the Coolidge House, a federal halfway house. (Ex. 33 at 10, 16) While there, in March 2007, Burhoe met with Perry and Geary at the Local and rejoined Local 82.³ (Ex. 33 at 17)

Burhoe worked in both the trade show and moving industries. (Ex. 33 at 14-15) He was not on any company's seniority list. (Ex. 33 at 24) In 2008, his total hours were 1,269 and in 2009, his total hours were 1,458. (Exs. 39, 39A, 40) In 2009, of the approximately 438 spares in the Local, Burhoe hours were the 37th highest. (Exs. 4, 41-53, 39, 39A) Burhoe was also an active member of the Local 82 Strike Unit. (Ex. 54 at 23-24; Ex. 33 at 19-20)

Shortly after he rejoined Local 82, Perry had Burhoe, whose previous experience at Local 82 had been primarily in the moving industry, assume the Local's contractual function of referring labor to several Local 82 trade show employers, including, as described below, Union Payroll Agency ("Union Payroll"). (Ex. 33 at 32-37) After this, according to Union Payroll's records, Union Payroll's use of Local members increased from a total of 885 hours worked by

² According to IBT records, Burhoe's father Maguire joined Local 82 in 1999. (Ex. 37) 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. 38 at 13)

³ 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. 33 at 17)

Local 82 members in 2006 to 2,320 hours worked by Local 82 members in 2007, the year Burhoe rejoined the Local. (Exs. 34, 55, 56) According to Union Payroll's records, in 2008, Union Payroll's use of Local 82 members increased to 3,884 hours.¹ (Exs. 55-56) As discussed below, Burhoe frequently referred his friends and relatives, including Maguire, Flaherty and Deamicis to work in the trade show industry. (Ex. 33 at 44; Exs. 55-56, 293)

From the time Burhoe rejoined the Local in 2007, Burhoe, as Perry knew, was legally prohibited from acting as a representative of the Local in any capacity. (Ex. 1 at 86) 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 that were under contract with Local 82. Referring workers was an obligation of the Local under the collective bargaining agreements. (Ex. 1 at 87-88; Ex. 33 at 84-88; Ex. 65 at 3-4; Ex. 66 at 3-4) The employers to which Burhoe assumed the Local's function were employers for which Perry did not enforce the contract provision that required they create a seniority list. (Exs. 65 & 66; Ex. 1 at 85-88, 126-131) Without seniority lists, these employers would automatically need workers referred. As discussed below, in connection with his role in referring workers, Burhoe sent and received communications to and from employers at the Local and gave instructions to a Local employee. (Exs. 68-70; Ex. 67 at 56-61)

b. James Deamicis

James Deamicis joined Local 82 in 1981. (Ex. 71) 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. 54 at 8-9) Subsequently, in 1992, Deamicis was convicted of credit card fraud and sentenced to two and a half to seven years imprisonment. (Ex. 54 at 10-

¹ According to Union Payroll records, between January and November 2009, Local 82 members worked 2,188 hours for Union Payroll. (Exs. 39-39A, 55-57)

11) After he was released from incarceration in 1995, Deamicis returned to Local 82. (Ex. 71; Ex. 54 at 14-15)

Deamicis has been on trade show employer GES' seniority list since approximately 2000. (Ex. 13; Ex. 54 at 38) Deamicis was on the Local's negotiating committee for the 2009 contract with GES. (Ex. 1 at 66) Perry also occasionally appointed Deamicis to be Sergeant at Arms at Local meetings. (Ex. 54 at 17) Deamicis is listed as a Chief Steward with the Boston Convention and Exhibition Center ("BCEC"). (Ex. 1 at 74-75) According to Perry, he only appointed President Geary as Chief Steward more often than Deamicis. (Ex. 1 at 74) Deamicis claimed that he served as Chief Steward three to four times per month. (Ex. 54 at 18-19) For serving as Chief Steward, Deamicis' dues were reimbursed. (Exs. 72 & 73; Ex. 54 at 16-17)

On April 8, 2005, Secretary-Treasurer Perry charged Deamicis with bringing reproach upon the Local and injuring the members by pretending to be a business agent and diverting work from Local members for his personal gain.⁵ (Ex. 74; Ex. 54 at 60-61) After a hearing before the Local 82 Executive Board on April 28, 2005, the charge was found proven. (Ex. 54 at 61-62; Exs. 75-76) Deamicis was fined \$3,000 and suspended from membership for a period of

⁵ 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. 74)

one year.⁶ (Ex. 54 at 61-62; Exs. 75-76) As detailed below, as of at least August 6, 2010, Deamicis still owed a balance of \$800 on the then five year old fine. (Ex. 54 at 61-63; Ex. 1 at 137-139) Section 21(B) (3) of the Local 82 Bylaws, in pertinent part, specifically orders that:

In the event of non compliance with the decision handed down by a trial... body, the member... shall stand suspended from rights and privileges under the International Constitution until the provisions of the decision have been complied with, unless the General President has waived payment of a fine or stayed the effectiveness of the decision pending appeal.

(Ex. 77 at 26) The IBT Constitution Article XIX, Section 10(d) provides in pertinent part:

In the event of non-compliance with the decision handed down by a trial ... body, the member ... shall stand suspended from all rights and privileges under this Constitution until the provisions of the decision have been complied with ...

(Ex. 78)

In defiance of the Bylaws and usurping power that belonged solely to the International General President, Perry in effect restored Deamicis to full membership rights including appointing him as Chief Steward in approximately May 2007, around the time Burhoe rejoined the Local, which was approximately one year after Deamicis' suspension for steering work away

⁶ In response to a document request from the Chief Investigator, the Local was unable to produce the Executive Board's decision on the charge brought against Deamicis. (Ex. 75) The Local claimed that the file was missing. (Ex. 75) The Local produced only an unsigned decision addressed to Deamicis from Cary dated May 3, 2005, which was labeled DRAFT. (Exs. 75-76) During his sworn examination, Perry testified that the Local found the charges brought against Deamicis proven. (Ex. 1 at 137-139) According to Perry, Deamicis was fined, but not suspended. (Ex. 1 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. 76; Ex. 54 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. 76)

from members would have ended, if he had paid his fine in full. (Exs. 76, 77, 79) At the time, Deamicis was not a member in good standing under the Local's Bylaws and IBT Constitution because his suspension continued as his fine remained unpaid. (Ex. 54 at 61-63; Ex. 71; Ex. 77 at 26; Ex. 78 at 151) In addition, Perry placed Deamicis, while thus suspended, on the GES contract negotiating committee and appointed him to sit on a panel that was considering a disciplinary charge brought against a member for publicly criticizing Perry's administration of the Local. (Ex. 54 at 46-48; Exs. 94, 97; Ex. 1 at 65-66, 74)

Deamicis, while suspended, was also the head of the Local 82 Strike Unit, the alleged purpose of which was to attempt to persuade non-union moving companies in Boston to subcontract to union moving companies, use union labor, and pay union rates. (Ex. 54 at 26-27; Ex. 33 at 19) According to Deamicis, the Strike Unit picketed non-union moving companies approximately twice per month. (Ex. 54 at 26) Deamicis, Flaherty, and Young founded the Strike Unit in approximately 2007. (Ex. 54 at 23-24; Ex. 19 at 51; Ex. 80-82) Deamicis 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. 54 at 9, 13-14)

Deamicis worked 2,692 hours in 2009, more hours than any other Local member. (Exs. 27, 27A, 39, 39A and 64) This included 910 hours for GES, at which he was on the seniority list. (Exs. 13, 27, 27A, 39, 39A, 64)

c. 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. 19 at 9-11) Flaherty was jailed with Deamicis, whom he had previously known, and Burhoe, whom Flaherty met in prison. (Ex. 19 at 7-9) He was friends with both. (Ex. 19 at 8-9) According to Flaherty,

when Flaherty joined Local 82 in 1998, Burhoe and Deamicis were both Local 82 members. (Ex. 19 at 11; Exs. 34, 71, 83)

Flaherty is a spare who works primarily in the trade show industry. (Ex. 19 at 15-16) Despite not being on any seniority list, in 2009, Flaherty worked 1,809 hours. (Exs. 61-62, 86) Of the approximately 438 spares (Exs. 4, 13, 24, 27, 27A, 41-52, 149), in 2009, Flaherty's hours were the 15th highest. (Ex. 53) Of Flaherty's hours in 2009, 602 were worked for companies to which Burhoe referred him. (Ex. 33 at 44, 50-52; Exs. 39, 39A, 61-62, 86) As discussed below, Flaherty, along with Deamicis and another friend, James Young, founded the Local 82 Strike Unit. (Ex. 54 at 23-24; Ex. 19 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.⁷ (Ex. 19 at 14-15) For doing so, their dues were reimbursed. (Ex. 19 at 14-15) Perry also occasionally appointed Flaherty to be Chief Steward. (Ex. 19 at 13, 22)

d. James Young

James Young joined Local 82 in 1999. (Ex. 84, Ex. 20 at 8) Young was convicted of insurance fraud in approximately 2000. (Ex. 85) He was sentenced to two years probation. (Ex. 20 at 7; Ex. 85) Young is a spare who works primarily in the trade show industry. (Ex. 20 at 13) Of the approximately 438 spares, in 2009, Young's hours were the 81st highest. (Ex. 53) In 2009, 36% of Young's 1,149 hours worked were with companies to which Burhoe referred him. (Ex. 33 at 44; Exs. 39, 39A, 86-87) Young testified that he had been appointed Chief Steward six or seven times between approximately 2007 and 2010. (Ex. 20 at 18) In addition, Young is often appointed Sergeant at Arms at General Membership meetings. (Ex. 20 at 9-10) As discussed above, Young, along with his friends, Deamicis and Flaherty, founded the Strike Unit. (Ex. 54 at 23-24)

⁷ Perry's brother, Frederick Perry, who was the Local's Vice President, retired in 2008. (Ex. 21)

e. Perry's Relatives

Sixteen of Perry's relatives are active members of Local 82. (Ex. 1 at 145-147; Exs. 14-15) 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, Dan T. 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, and Fred J. Perry, III's sons Ryan and Shane Perry. (Ex. 1 at 145-147; Ex. 14) Nine of Perry's relatives were on trade show employer GES' twenty-four member seniority list. (Ex. 13)⁸ Freeman selected one Perry relative for its seniority list. (Ex. 24)⁹ Trustee Dizoglio is the Metropolitan Moving steward. (Ex. 29 at 15-16) In addition, Perry sometimes appointed his brother Robert and his cousins Trustee Dizoglio and J. Dizoglio to serve as Chief Stewards. (Ex. 1 at 74)

3. 2007 - An Election Year

Several *Boston Herald* articles between 2006 and 2007 described alleged nepotism and favoritism at Local 82. (Ex. 90) According to the Local's minutes from 2006 and from 2007, which was an election year at Local 82, nepotism and favoritism at the Local was discussed during some General Membership meetings. (Exs. 91 and 92) Perry and the other members of the Executive Board were on notice there were serious issues concerning the manner in which work was allocated to members.

⁸ In addition, three other GES list spots belonged to Deamicis and Executive Board members Geary and Milisi. (Ex. 13)

⁹ Under the GES collective bargaining agreement, a member was added to the company's seniority list after he worked forty-five days for GES in a ninety day period. (Ex. 88 at 12-13) Under the Freeman collective bargaining agreement, the employer had discretion to select those on the seniority list from among the eligible members who had worked forty-five days in a ninety day period. (Ex. 89 at 11)

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.¹⁰ (Ex. 93 at 24-25; Ex. 94) 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.¹¹ (Exs. 90 and 94) 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.¹² (Ex. 95) Wright further argued that the charge violated his right to free speech. (Ex. 95) By letter dated September 18, 2007, Perry scheduled a hearing on the charge

¹⁰ Wright is on the seniority list for Casey and Hayes Movers. (Ex. 47)

¹¹ Callahan's March 16, 2007 charges against Wright stated the following:

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 on 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. 94)

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 is a lie. (Ex. 94)

¹² 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. 95) 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. (Ex. 99 at 3-4; Ex. 100 at 33; Ex. 144 at 27; Ex. 153 at 7-8; Ex. 145 at 35) This language was removed from the contracts in 2009. (Exs. 88, 89, 119)

against Wright for October 10, 2007. (Ex. 96) Perry appointed Deamicis, who was not a member in good standing under the Local's Bylaws and the IBT Constitution at the time, to sit on the board that heard the charge as an alternate for then Vice President Frederick Perry. (Ex. 97) Following the hearing, the Executive Board found the charge against Wright proven. (Exs. 97-98) The Executive Board did not sanction Wright. (Exs. 97-98)

Burhoe reactivated his Local 82 membership in March 2007, after he was released from incarceration. (Ex. 33 at 10, 16; Ex. 34) In 2007, after Burhoe rejoined the Local, Perry began appointing Deamicis as Chief Steward. (Exs. 79 and 34) This was also when the Strike Unit was founded. 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. 101-102; Ex. 33 at 13-14; Ex. 19 at 16-18) In addition, some individuals Burhoe befriended 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. 103-104; Ex. 105 at 9-10; Ex. 106 at 7-9) At Burhoe's prompting, Burhoe's friend Louis Tsolias ("Tsolias") also joined the Local in 2007, after he was released from incarceration for drug trafficking. (Ex. 107; Ex. 108 at 4-8, 10-11)

On September 19, 2007, six months after Burhoe rejoined Local 82 and two months before the Local's election, Burhoe caused serious physical injury to Local 82 member Edward Flaherty ("E. Flaherty"), a political opponent of Perry's. (Exs. 109-110; Ex. 33 at 101-102; Ex. 111 at 41-55; Ex. 112) Almost immediately after he injured E. Flaherty, Burhoe was in contact with Perry.¹³ (Ex. 109, 113-116)

¹³ According to the police report of the incident, an officer was called to the scene of the altercation at approximately 7:00 pm. (Ex. 109) Perry's phone records indicated that Burhoe called Perry at 7:18 pm that evening. (Exs. 113-116) The records indicated that Burhoe's call to Perry lasted almost five minutes. (Exs. 114, 116) Perry's phone records also indicated that Perry then called Burhoe at 7:33 pm. This second phone call lasted almost eight minutes. (Exs. 114, 116)

In November 2007, after a contested election, the current Executive Board, all of whom ran on Perry's ticket, was elected. (Ex. 12) Strike Unit members Burhoe, Deamicis, Flaherty, and Young all campaigned for the current Local 82 Executive Board. (Ex. 12; Ex. 117 at 7-9)

4. Overview of the Local's Work Referral Process in the Trade Show Industry

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. 54 at 20) Workers in the trade show industry receive the highest hourly rate for any jobs under Local contracts, \$33.75 per hour in 2010 plus benefit contributions. (Exs. 66, 88-89, 119, 121, 131, 134-137, 142, 146)

All trade show employers were contractually required to maintain seniority lists. (Exs. 88-89, 65-66, 119-123, 127-139, 141-142, 144-146) 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. 88-89, 65-66, 119-123, 127-139, 141-142, 144-146)

Local members who were not on any company's seniority list were referred to as spares. (Ex. 201 at 23, 27; Ex. 148 at 8; Ex. 200 at 8-10) 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.¹⁴ (Exs. 4, 24, 13, 41-52, 149) Thus, approximately 438 Local 82 members were spares. (Exs. 4, 13, 24, 41-52, 149) 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. 11 at 60; Ex. 54 at 130-132)

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

¹⁴ Sixty-four of the 131 members on trade show seniority lists were on the Freeman seniority list. (Ex. 24)

employer. (Ex. 1 at 73; Exs. 88-89, 65-66, 119-123, 127-139, 141-142, 144-146)¹⁵ 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. 1 at 73-74, 145-147)¹⁶ 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. 1 at 74; Ex. 19 at 7, 27-34, 51; Ex. 54 at 8-13, 23-24, 49, 53-59) In addition, Perry and Geary appointed Young Chief Steward at times. (Ex. 11 at 31-32; Ex. 20 at 17-19)

According to Perry, in 2009, he appointed President Geary and Local 82 member Deamicis as Chief Steward more often than any other members. (Ex. 1 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. 77 at 18-19; Ex. 78 at 151; Ex. 54 at 61-63; Ex. 71)¹⁷

¹⁵ The Chief Stewards, who were also referred to as non-working stewards, were responsible for enforcing the collective bargaining agreements. (Ex. 19 at 19; Ex. 20 at 16-18; Ex. 150 at 7-8) Employers paid a Chief Steward the same hourly rate as other Local 82 members. (Ex. 54 at 21) However, if a member served as Chief Steward at least once during the month, the Local reimbursed his monthly dues. (Ex. 1 at 85) In 2009, dues for members who worked in the trade show industry were \$79 per month.

¹⁶ He appointed his brother Robert, and his two cousins Trustee Dizoglio and J. Dizoglio. Perry also appointed Recording Secretary Milisi. (Ex. 1 at 74, 146-147)

¹⁷ Perry claimed in making his Chief Steward appointments, he wanted someone "familiar with the 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 the local in trouble. (Ex. 1 at 75)

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. 151-152) Both men were charged with removing property that did not belong to them from the BCEC in violation of the MCCA's rules. (Exs. 151-152) 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. 54 at 66-67; Ex. 150 at 31-32) The MCCA terminated both members' suspensions within two weeks. (Exs. 151-152) J. Dizoglio's all access pass to the BCEC was temporarily revoked as a result of the charge brought against him. (Ex. 54 at 125-127)

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. 65-66, 88-89, 119-146) 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 needs. (Exs. 65-66, 88-89, 119-123, 127-139, 141-142, 144-146) Article I 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. 88 at 4-5)

Under Local 82's current trade show collective bargaining agreements, there was no seniority among the approximately 438 spares.¹⁸ (Exs. 66, 88-89, 119, 121, 131, 134, 135-137, 142, 146; Exs. 4, 13, 24, 41-52, 149) 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. 111 at 25-26; Ex. 20 at 13-15; Ex. 19 at 16) After doing so, spares were then required to call the companies back to learn whether any company had listed them to work. (Ex. 111 at 25-26; Ex. 20 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. 111 at 26-27; Ex. 18 at 15-16; Ex. 20 at 14-15; Ex. 19 at 19-20)

The Local 82 Speculating Steward, Robert Perry, Geary and the others who acted as Local 82 Chief Stewards, ran the daily spec at the Local. (Ex. 1 at 67-68; Ex. 18 at 14-17; Ex. 19

¹⁸ 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. 99 at 3-4; Ex. 100 at 33; Ex. 144 at 27; Ex. 145 at 34-35; Ex. 153 at 7-8) As discussed, below, the "2003 language" was removed from the collective bargaining agreements in 2009. (Exs. 88, 89 and 119)

at 20-22; Ex. 33 at 25; Ex. 54 at 17-20) Speculating Steward Robert Perry estimated that on average twenty-five to thirty members applied for work each morning. (Ex. 18 at 41) At times, up to eighty members sought trade show industry work at the BCEC through the spec on a day. (Ex. 11 at 35)

Members who wanted to obtain work had to sign a "spec list" at the Local. (Ex. 18 at 15-16; Ex. 1 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. 11 at 35-36; Ex. 18 at 15-16) Any employers who needed additional labor beyond the members they had "listed" to work, selected members from the "spec list." (Ex. 18 at 14-16; Ex. 11 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. 18 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. 18 at 15-16) The Local did not keep any records of the daily spec process. (Ex. 75; Ex. 18 at 48; Ex. 1 at 80-81)

B. PERRY FAILED TO ENFORCE CONTRACTUAL PROVISIONS REGARDING SENIORITY LISTS AND ALLOWED BURHOE TO PERFORM THE LOCAL'S FUNCTION OF MAKING WORK REFERRALS IN THE TRADE SHOW INDUSTRY

1. Perry Failed to Enforce Collective Bargaining Agreements to the Detriment of Local 82 Members And the Benefit of His and Burhoe's Friends and Family

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 because when the seniority list did not supply sufficient labor, the contract called for the Local to refer workers. (Ex. 65 at 9-11; Ex. 122 at 9-11; Ex. 66 at 9-12; Ex. 137 at 9-12) Perry delegated the Local's referral functions for some employers without seniority lists to Burhoe.

Local 82 has collective bargaining agreements with approximately twenty-five trade show industry employers. (Ex. 1 at 14) The trade show collective bargaining agreements provided that an employer must exhaust its seniority list before hiring other Local 82 members, including members like the Perry relatives and Dcanicis who were on other employer's lists. (Exs. 65 at 3-4, 9-11; Ex. 66 at 3-4, 9-12; Ex. 88 at 4-5, 11-14; Ex. 89 at 3, 10-12; Ex. 119 at 7-8, 14-16; Ex. 120 at 3-4, 9-12; Ex. 121 at 3-4, 9-12; Ex. 122 at 3-4, 9-11; Ex. 123 at 3-4, 9-11; Ex. 13) Members could not be on more than one company's seniority list. (Ex. 1 at 48) Members on seniority lists received certain benefits, including, but not limited to, a guaranteed eight hour call, double time pay, and holiday pay. (Ex. 1 at 16-17) After the seniority list was exhausted, the hiring under the contract was to be done through a lawful referral system the Local operated. (Ex. 65 at 3-4, 9-11; Ex. 122 at 3-4, 9-11; Ex. 66 at 3-4, 9-12; Ex. 137 at 3-4, 9-12)

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.¹⁹ (Exs. 13, 24, 41-46, 154-156, 149) The three trade show employers who employed Local 82 members the most were Freeman, Champion, and GES. (Exs. 39 and 39A, 157)²⁰ The Local produced seniority lists for these employers. (Exs. 13, 24, 41)

Being on a seniority list dictated who received certain benefits. (Ex. 1 at 16-17) Perry's deliberate failure to enforce the contracts was step in a scheme that resulted in unfair allocation of benefits among members. Perry testified that he only required companies that constantly had

¹⁹ 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. 13, 24, 41-46, 149)

²⁰ In 2009, 438 Local 82 members worked a total of 205,020 hours for Freeman, the most for any employer. (Exs. 39, 39A and 157) Freeman was required to have a seniority list of sixty-four members. (Ex. 89 at 11) Two hundred sixty Local 82 members worked 40,173 hours for GES. (Exs. 39, 39A and 157) GES had a twenty-four man seniority list. (Ex. 13) Champion's twenty-four member seniority list included both Local 82 and Local 653 members. (Exs. 41 & 158) In 2009, 300 Local 82 members worked 33,768 hours for Champion. (Exs. 30, 39A, 157)

work to maintain the contractually required seniority lists.²¹ (Ex. 1 at 16-17) 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 for selecting them. (Ex. 1 at 15-17)

2. Perry Delegated to Burhoe the Union's Role Under the Contracts

Perry permitted Burhoe, an ex-convict, with a criminal record for repeated violent crimes, to control referring workers and the conferral of benefits for at least four trade show companies under contract. Perry did this despite knowing that Burhoe was under a 29 U.S.C. § 504 bar that forbade him from acting in any capacity as a labor organization's representative upon his release from incarceration for armed bank robbery. (Ex. 1 at 86) Burhoe referred members to work for several trade show industry employers, including Union Payroll, Shepard Decorating Company ("Shepard"), Arata Expositions, Inc. ("Arata"), Paramount Convention Services ("Paramount"), and Heritage Exposition Services ("Heritage"). (Ex. 33 at 41, 50, 94-96) Except possibly for Paramount, all had contractual language that the Local would refer workers from a lawful referral system after the seniority list was exhausted. (Exs. 65 at 9-11; Ex. 122 at 9-11; Ex. 66 at 9-12; Ex. 137 at 9-12) Perry knowingly had Burhoe, who was barred from doing so, to perform that Local function.

It does not appear that these smaller companies had call in lines, to which members could call in their availability to work. (Ex. 33 at 94-97; Ex. 19 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

²¹ 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. 1 at 15-17, 63-64) Regardless of Perry's claim, Perry did not ensure that work was distributed fairly among the members and colluded with Burhoe to violate the Local's obligation to operate a lawful referral system.

them and referred them to work.²² (Ex. 19 at 24-25; Ex. 20 at 33-35; Ex. 25 at 50-51) indeed, with Perry's blessing, these referrals were diverted into Burhoe's control. The evidence establishes that favoritism and nepotism, benefiting both Perry's and Burhoe's families and friends, 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 exercised the Local's function and referred members to work. (Exs. 39 and 39A, 159; Ex. 33 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.²³ (Exs. 39, 39A, 59-62, 86-87)

3. Union Payroll

Union Payroll Agency, Inc. is a company based in California that has a trade show collective bargaining agreement with Local 82.²⁴ (Ex. 160) 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. 33 at 34-35) Burhoe controlled the referral of Local 82 members for Union Payroll's jobs. (Ex. 33 at 34-35)

²² 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.

(Ex. 33 at 44)

²³ Maguire's hours were limited in 2009 because he was incarcerated between approximately June 2008 and July 2009 for assaulting a police officer. (Ex. 38 at 17-19)

²⁴ According to Union Payroll's website, Union Payroll is a service provider that specializes in the entertainment and trade show industries. (Ex. 160) 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. 160)

This was possible because Perry did not require Union Payroll to maintain a seniority list or have the Local make the lawful work referrals as the contract provided,²⁵ (Ex. 1 at 17; Ex. 65 at 10) The Union Payroll collective bargaining agreement provided, "The Employer shall maintain a seniority list of at least twenty-four (24) employees, provided, however, if the Employer functions exclusively as an I&D contractor the Employer shall maintain a seniority list of at least four (4) employees." (Ex. 65 at 10) Perry abandoned the list and let Burhoe exercise the Local's referral function under the contract.

Perry claimed that he did not enforce the contract provision because Union Payroll did not have much work.²⁶ (Ex. 1 at 17) Under oath, Perry also asserted that Union Payroll used different members for different jobs. (Ex. 1 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. 33 at 44)

According to Perry, Union Payroll has had a collective bargaining agreement with Local 82 since 1999. (Ex. 1 at 87) Burhoe did not work for Union Payroll until 2007, after he was released from prison. (Ex. 33 at 10, 16, 32, 55) In that year, the hours Local 82 members worked at Union Payroll increased from 885 hours in 2006 to 2,320 hours in 2007. (Ex. 55) Perry described Burhoe as Union Payroll's "lead guy" and Burhoe described himself as Union Payroll's "#1 guy." (Ex. 1 at 87-88; Ex. 33 at 43-44, 35-36) Indeed, as detailed below, none of the four members who regularly worked for Union Payroll through Burhoe's influence had

²⁵ Perry testified that Union Payroll was a general contractor. (Ex. 1 at 14, 87) As discussed above, Local 82's trade show collective bargaining agreements required that general contractors maintain seniority lists consisting of twenty-four members. (Ex. 65 at 10) Perry did not require Union Payroll to have any seniority list. (Ex. 1 at 17)

²⁶ According to the Pension Fund records, in 2009, Local 82 members worked 3,168 hours for Union Payroll. (Exs. 39, 39A, 58)

worked for Union Payroll prior to 2007. (Ex. 33 at 32-36, 39, 44-45; Ex. 20 at 35; Ex. 19 at 24; Ex. 38 at 32-34; Ex. 293)

The contract provided that for workers needed beyond the seniority list, the Local would refer workers through a lawful referral system. (Ex. 65 at 4) Perry knew Burhoe was legally prohibited from acting as a Local representative. (Ex. 1 at 86) Yet, he allowed Burhoe to perform the Local's contractual function in referring members. Perry never provided Burhoe any guidelines to follow in recommending or referring individuals to work. (Ex. 1 at 88, 147-148; Ex. 33 at 42-44, 73) Perry knew that Perry family members worked for Union Payroll. (Ex. 1 at 113-114) Incredibly, he claimed to be unaware that Burhoe's friends and family were regularly hired to work for Union Payroll. (Ex. 1 at 114)²⁷ As the Local's only full-time business agent, who was well aware of allegations of nepotism and favoritism in Local work assignments, including for Union Payroll, 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 agency 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 ("Sunseri"). (Ex. 161) In response to a subpoena, Union Payroll produced this document to the IRB. (Ex. 161-162) 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. 161)²⁸ This grievance letter was faxed to the Local when Barry sent

²⁷ This conflicts with Perry claim in regards to determining which members could vote on contract ratifications that he knew where everyone worked and for which of the multiple employers the members worked the most hours. (Ex. 1 at 54-55)

²⁸ In his facsimile, Barry stated the following:

it to the company. (Ex. 163) The following handwritten notation was included on Barry's grievance that Union Payroll produced: "Per John, ignore it. "82 does the organizing" "not UPA" M.W." (Ex. 161) It appears that the initials MW refer to Matthew Wright, Union Payroll's Vice President of Operations. (Ex. 160) As discussed below, Burhoe admitted that in May 2009, he helped lift a labor call through Union Payroll for Demers, a company that did not have a collective bargaining agreement with Local 82. (Ex. 33 at 49-50)

In his grievance, Barry stated that he had relevant trade show experience prior to March 31, 2003. (Ex. 161) 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. Barry's grievance was dated May 19, 2009. (Ex. 161) After Barry sent copies of the grievance concerning the May 2009 Demers show to Union Payroll, Demers, the International and Local 82, Perry called Barry. (Ex. 164 at 33) Barry testified that Perry told him that the 2003 language was not in Union Payroll's contract. (Ex. 164 at 33) In fact, the members had not approved a new contract for Union Payroll to replace the 2006 contract that had the "2003" clause. (Ex. 209; Ex. 1 at 58-60) 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

(continued...)

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. 161)

contracts that removed the controversial language. (Exs. 88, 146, 209) Perry told Barry that Union Payroll had a four member seniority list, but Perry refused to tell him who the four members were. (Ex. 164 at 33-34)

Barry contacted Union Payroll and spoke to its Director of Sales, Michael Sunseri. (Ex. 164 at 36-37) Sunseri told him that Union Payroll did not handle hiring. (Ex. 164 at 37) Sunseri stated that Union Payroll's shows in Boston went through President Geary and that "they had a number of foremen, Joe and Jimmy who helped him do the hiring." (Ex. 164 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. 33 at 49-50)

When the International inquired about Barry's grievance, Perry in his response to the IBT dismissed it as being wrongfully filed with Demers with whom the Local had no contract. (Ex. 165) At the time, Perry knew that Demers was operating through Union Payroll which had a contract with Local 82 and that Barry had sent the grievance to Union Payroll also. (Ex. 161; Ex. 1 at 89) Perry omitted that detail in his response. (Ex. 165)

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. 33 at 36-37; Ex. 1 at 17) 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. 33 at 37-39, 44-45) McGuinness, the Local's officer manager, testified that "Mike", referring to Michael Sunseri, and others sometimes called the Local looking for Burhoe. (Ex. 67 at 56-61) Burhoe claimed that he knew who to refer to work for each job based

on his personal knowledge of the members' qualifications. (Ex. 33 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.²⁹ (Ex. 33 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. 33 at 32-33, 39, 44-45; Ex. 20 at 35; Ex. 19 at 24; Ex. 38 at 32-34; Ex. 293)

a. The Summit Exposition Job

Burhoe filled a labor call for Union Payroll in January 2009, after Union Payroll directly contacted Perry at Local 82 pursuant to the contract. (Ex. 68) 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. 68) 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. 65 at 3-4) On December 29, 2008, as the contract provided, Sunseri forwarded the labor request to the Local by sending it to Perry's Local 82 email address, teamsters82@hotmail.com, with the message, "Please give this to Jo-Jo." (Ex. 68)³⁰ Jo-Jo was Burhoe's nickname. (Ex. 33 at 72) When asked during his IRB sworn examination, why an email requesting labor would be forwarded to

²⁹ 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. 33 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. 19 at 26-27; Ex. 20 at 11)

³⁰ Local 82 Office Manager Susan McGuinness testified that she created the teamsters82@hotmail.com account for Perry. (Ex. 67 at 59-60) Perry's electronic signature appeared on emails sent from the account. (Ex. 68) In addition, the Local's website listed the account as a means of contacting Perry directly. (Ex. 168)

Burhoe's attention at Perry's Local 82's email address, Perry feigned ignorance. (Ex. 1 at 100-101)³¹

Burhoe acted as the Local representative as he did on all Union Payroll jobs to fill the labor call and referred the eight individuals who worked for Summit Expositions through Union Payroll in January 2009. (Ex. 33 at 70-73) All eight members Burhoe selected had close ties to Burhoe or Perry. (Ex. 33 at 27, 29-31, 44; Ex. 1 at 107-108; Ex. 167)³² The Local 82 members who worked for Summit Expositions through Union Payroll were paid contract rates. (Exs. 65, 167, 167A) Neither Perry nor any other Local officer ensured that Burhoe distributed the work fairly. (Ex. 68; Ex. 1 at 101-110; Ex. 33 at 72-73) Indeed, Perry's family benefited from Burhoe's bestowing of the work.

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, comprised Union Payroll's de facto seniority list.³³ (Exs. 167 and 167A; Ex. 33 at 44) Burhoe also referred Perry's brother James M. Perry, and Burhoe's friends, Deamicis and Beau Piscopo ("Piscopo"), as well as David Smith and John Fidler ("Fidler"), both of whom Burhoe had known since childhood. (Ex. 33 at 27, 29-31; Ex. 1 at 107-108, 112-114) 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. 169-170) Following the trial, Piscopo was convicted of manslaughter and sentenced to six years imprisonment. (Ex. 169)

³¹ 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. 33 at 72-73)

³² These individuals were: Joseph Burhoe, James Young, Thomas Flaherty, James M. Perry, James Deamicis, Bernard Piscopo, David Smith and John Fidler. (Ex. 33 at 27, 29-31, 44; Ex. 1 at 105-108, 112-114; Ex. 167, 167A)

³³ Burhoe's father, Maguire, did not work this show because he was incarcerated during it for assault and battery of a police officer. (Ex. 38 at 17-18)

During his sworn IRB examination, Burhoe claimed to believe that Fidler was a member of Local 82. (Ex. 33 at 91) According to IBT records, Fidler has never been a member of Local 82 or the IBT. (Ex. 171) Fidler never paid any service fees to the Local. (Ex. 171)

Burhoe and Deamicis worked the highest number of hours on the Summit job. (Exs. 167, 167A, 172)

b. Demers Jobs

i. January 2009

In January 2009, as noted above, 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. 1 at 89, 92) 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. 1 at 89-93) This was an example of how Burhoe with his friends, who also formed the moving industry's Strike Unit, benefited themselves and Union Payroll. (Ex. 1 at 90-91; Ex. 33 at 19) Perry stated he believed that he told Ling that Demers was required to hire Local 82 members. (Ex. 1 at 90-93, 95) Perry took no action to ensure that Ling actually hired Local 82 members. (Ex. 1 at 93) Perry testified that Ling was referred to Union Payroll.³⁴ (Ex. 1 at 90-91) Because Demers did not have a collective bargaining agreement with the Local, Union Payroll acted as the employer for the Bridal Exposition Show. (Ex. 1 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. 1 at 92)

³⁴ Perry was unclear who referred Ling to Union Payroll. Perry testified that he, Burhoe, Flaherty, or Deamicis referred Ling. (Ex. 1 at 91)

Perry admitted that he knew Ling had contacted Burhoe to obtain labor. (Ex. 1 at 90-91, 94-95) Consistent with Local 82 practices under Perry's leadership, Burhoe, acting as the Local's representative under the Union Payroll contract to fill the labor call, alone selected the twenty-one individuals to refer to work for Demers through Union Payroll in January 2009.³⁵ (Ex. 33 at 51-52; Ex. 173; Ex. 65 at 3-4) More than half of these individuals were related to or had close ties to Burhoe or Perry. (Ex. 173; Ex. 33 at 8-9, 12-13, 26-27; Ex. 19 at 16, 18; Ex. 1 at 107, 109-110)³⁶ Some of these individuals were not Local 82 members and paid no service fees to the Local. (Exs. 171, 173-174)³⁷ Perry, if indeed truly ignorant, consciously avoided learning who had been hired. (Ex. 1 at 97-98)

During his sworn IRB examination, Burhoe testified that he had instructed Ling as to which members to hire for the Bridal Exposition Show because Ling had no knowledge of the members' qualifications. (Ex. 33 at 51-52)³⁸ Burhoe allegedly made his recommendations based on his knowledge of members' qualifications. (Ex. 33 at 51-52)

Burhoe selected his brother, John J. Bowden, who has never been a member of Local 82 or the IBT, and his mother, Jones, who was then on withdrawal from the Local, to work for Demers in January 2009.³⁹ (Exs. 101, 171, 173-174; Ex. 33 at 12-13) In addition, Burhoe selected his friend Flaherty and Flaherty's wife M. Flaherty, who was also on withdrawal, and

³⁵ 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. 173)

³⁶ These individuals were Joseph Burhoe, John J. Bowden, John Brassil, Mary Kate Flaherty, John Fidler, Brian M. Perry, James Deamicis, James M. Perry, Jr., Thomas Flaherty, Kevin Perry and Joanne Jones. (Ex. 173; - Ex. 33 at 8-9, 12-13, 26-27; Ex. 19 at 16, 18; Ex. 1 at 105, 107, 109-110)

³⁷ These individuals were John J. Bowden, Joanne Jones, Mary Kate Flaherty and John Fidler. (Exs. 101-102, 167, 167A, 171, 174)

³⁸ in this sworn examination, Ling is incorrectly referred to as Lynn.

³⁹ According to IBT records, Jones joined Local 82 in November 2007. (Ex. 101) She was issued a withdrawal card from Local 82 in December 2007 and deposited her withdrawal card on January 30, 2009, after she worked the Bridal Exposition Show. (Ex. 101, 173) Accordingly, when Burhoe selected his mother to work the Bridal Exposition show, Jones was on withdrawal. (Exs. 101, 173)

his friends Deamicis and John Brassil ("Brassil"). (Exs. 102, 173; Ex. 33 at 8-9, 26; Ex. 19 at 16, 18)⁴⁰ Burhoe also selected a childhood friend John Fidler, who had never been a member of the IRT and paid no service fees. (Ex. 33 at 27; Ex. 171, 173-174) As usual, Perry's family benefited from Burhoe's selections. Burhoe selected three of Perry's relatives, his son Brian and his nephews Kevin and James. (Ex. 173; Ex. 1 at 109-110; Ex. 33 at 52)

ii. **May 2009**

In May 2009, Demers through Union Payroll employed Local 82 members during a second show that it ran through Union Payroll. (Ex. 33 at 49-50; Exs. 175-176) Forty-seven Local 82 members worked a total of 1,111.5 hours. (Exs. 175-176) During his sworn IRB examination, Burhoe testified,

I helped get the labor call. I knew everything that went into this.
I had to make sure 100 percent of this was mine.

(Ex. 33 at 49) The function of referring workers under the contract belonged to the Local. (Ex. 65 at 4) As he did before, Burhoe referred his friends and relatives to work. Burhoe, Young, and Flaherty worked the job. (Exs. 175-176)⁴¹ Burhoe also referred his mother, Jones, and Flaherty's wife, M. Flaherty, and his own friends Brassil and Deamicis to work. (Exs. 175-176) Perry's family benefited also. Burhoe referred six of Perry's relatives to work the job: Perry's son, Brian M. Perry, Perry's brother Robert M. Perry, Perry's nephews, James M. Perry Jr., Kevin C. Perry, and Dennis McCarthy, and Perry's cousin Joseph Dizoglio. (Exs. 175-176; Ex. 1 at 145-147)

As discussed above, Local 82 member Barry filed a grievance when he was not referred to work on this show. (Ex. 161; Ex. 164 at 32-33, 37) A handwritten notation on the grievance

⁴⁰ According to IRT records, M. Flaherty joined Local 82 on November 1, 2007. (Ex. 102) M. Flaherty took a withdrawal card from Local 82 on June 3, 2008. (Ex. 102) On January 23, 2010, M. Flaherty deposited her withdrawal card. (Ex. 102) Accordingly, when Burhoe selected M. Flaherty to work the Bridal Exposition Show, M. Flaherty was on withdrawal. (Exs. 102 and 173)

⁴¹ As discussed above, Maguire was incarcerated in May 2009. (Ex. 38 at 17-19)

which Union Payroll produced to the IRB under subpoena stated, "Per John, ignore it. "82 does the organizing" "not UPA" M.W." (Ex. 161) Barry would have under the 2003 language in the contract been preferred over several of those Burhoe selected to refer, including Burhoe.

4. Shepard Decorating Company

Shepard is a trade show employer that has had a collective bargaining agreement with Local 82 since 2003. (Ex. 177) Perry did not enforce the contract provision that required Shepard to maintain a seniority list. (Ex. 33 at 96-97) The Shepard contract provided the Local would lawfully refer labor when the seniority list was exhausted. (Ex. 66 at 3-4) As he did with Union Payroll, Perry had Burhoe to fill the Local's role and refer members to work for Shepard. (Ex. 33 at 94; Ex. 66 at 4; Ex. 295 at 46-47)

In 2009, seventy-five Local 82 members worked a total of 3,668 hours for Shepard. (Exs. 178-179) Burhoe worked the most hours for Shepard of any Local member. (Exs. 178-179) In 2009, the ten members who worked the highest number of hours for Shepard included Burhoe, his father Maguire, Flaherty, Local 82 Recording Secretary Milisi, and Perry's nephew Kevin Perry. (Exs. 178-179; Ex. 39 and 39A) Geary and Deamicis worked the eleventh and twelfth highest number of hours for Shepard in 2009. (Exs. 178-179)

In 2008, only six Local 82 members worked for Shepard. Together, the six members worked 145 hours. (Exs. 39 and 39A; Exs. 178-179) All but one of the six Local 82 members who worked for Shepard in 2008 had close ties to either Secretary-Treasurer Perry or Burhoe. (Exs. 178-179; Ex. 33 at 94-98) In 2008, Perry's brother Brian Perry and his cousin J. Dizoglio, as well as Burhoe, Deamicis and Flaherty worked for Shepard. (Exs. 178-179; Exs. 39 and 39A)

5. Arata Exposition Services, Inc.

Arata is a trade show employer that has had a collective bargaining agreement with Local 82 since at least 2009. (Ex. 1 at 61; Ex. 137) Despite the provision in Arata's collective

bargaining agreement, Perry did not require that Arata maintain a seniority list. (Ex. 137 at 3-4, 9-12; Ex. 1 at 62-63) Instead, Perry had Burhoe refer members to work for Arata, filling the Local's role under the contract. (Ex. 33 at 94-95, 103; Ex. 137 at 3-4) As usual, Burhoe's referrals were not based on objective criteria or any fair methods.

In 2009, thirty-one Local 82 members worked a total of 1,350 hours for Arata. (Exs. 39, 39A, 180-181) Nine of the ten Local 82 members who worked the highest number of hours for Arata in 2009 had close ties to Burhoe or Perry. (Exs. 39, 39A, 180-181)⁴² Burhoe, his father Maguire, Flaherty and Young worked the most hours for Arata. (Exs. 39, 39A, 180-181) Michael Kupperstein ("Kupperstein"), who Burhoe described as the individual he selected after his "four main guys" whenever he needed someone to do metal work, and Michael Doe ("M. Doe"),⁴³ the nephew of Burhoe's friends Arthur and Ronald Doe, worked the fifth and sixth highest number of hours.⁴⁴ (Exs. 180-181; Ex. 33 at 39, 11; Ex. 105 at 49-50) Also included among the ten members who worked the most hours for Arata in 2009 were Burhoe's friend Deamicis, Flaherty's wife M. Flaherty, and Perry's nephew Kevin Perry. (Exs. 180-181; Ex. 33 at 9; Ex. 1 at 109; Ex. 19 at 16, 18) Four additional Perry relatives and Burhoe's mother Jones

⁴² These individuals were Burhoe, Maguire, Flaherty, Young, Michael Kupperstein, Michael Doe, Deamicis, M. Flaherty and Kevin Perry. (Exs. 180-181)

⁴³ On May 24, 2010 the IRB recommended that Michael Doe be charged with failing to cooperate with the IRB when he failed to appear for his properly noticed IRB sworn examination. (Ex. 183) During his IRB sworn examination, the Chief Investigator planned to question Michael Doe about issues including, but not limited to, the enforcement of collective bargaining agreements and the hiring and referral practices at Local 82. (Ex. 183) On June 15, 2010, the Local 82 Executive Board filed the IRB-recommended charge. On July 20, 2010, following a hearing, for which Michael Doe failed to appear, the Local 82 Executive Board permanently barred Michael Doe from membership in Local 82. (Ex. 184)

⁴⁴ Ronald Doe testified that Burhoe was friends with his brother, Arthur Doe, in the late 1980s. Doe testified,

They had worked together at an ice cream place in Charlestown, International Ice Cream, and they had gone to a young lady's house for a couple of beers after work one night and three masked men went in there and murdered the girl and shot both of them.

(Ex. 105 at 47-49, 51-52) Doe testified that he had known Burhoe since childhood. (Ex. 105 at 14) As discussed above, Burhoe and Doe were assigned to the same halfway house in 2007. (Ex. 105 at 9-10) During his sworn examination, Burhoe described Ronald Doe as follows, "Ronnie is a sweetheart. He's a nice guy. I've known Ronnie since I was four years old. The luckiest crook you ever met in your life." (Ex. 31 at 11)

also worked for Arata in 2009. (Exs. 39, 39A, 180-181; Ex. 33 at 13) In 2009, Perry's and Burhoe's relatives worked 50% of the total hours Local 82 members worked for Arata. (Exs. 180-181)

The previous year, 2008, twenty-six individuals worked a total of 956 hours for Arata. (Exs. 180-181) Eight of the twenty-six individuals who worked for Arata in 2008 were related to Perry. (Ex. 1 at 145-147; Exs. 180-181)⁴⁵ Seven of these eight Perry relatives were members of another company's seniority list.⁴⁶ (Exs. 13, 39, 39A, 180-181) The six individuals who worked the most hours for Arata in 2008 were Burhoe, Perry's brother, James Perry, Perry's nephews, James M. Perry, Jr. and Kevin Perry, Flaherty, and Young. (Exs. 180-181)

6. Heritage

Heritage is a trade show employer that had a collective bargaining agreement with Local 82 covering the period between April 1, 2006 and March 31, 2009. (Ex. 122) Burhoe referred members to work for Heritage, a role the contract provided that the Local was to perform. (Ex. 33 at 94, 102; Ex. 122 at 4) Heritage does not currently have a collective bargaining agreement with Local 82. (Ex. 75; Ex. 33 at 94, 102) According to Burhoe, Heritage now subcontracts through Union Payroll. (Ex. 33 at 94, 102)

The Savings and Investment Fund and the Health and Welfare Fund produced records under subpoena that showed that in May 2008, when Heritage was under contract with Local 82, twenty-six Local 82 members worked a total of approximately 605 hours for Heritage. (Exs. 185-186; Ex. 122) Seventeen of these twenty-six members had close ties to Burhoe or Local officers,

including Perry. (Exs. 185-186) Six of Perry's relatives, including his brother Robert Perry, his

⁴⁵ Perry's relatives who worked for Arata in 2008 were his brothers Frederick Perry and James M. Perry, his son Brian M. Perry, his nephews James M. Perry, Jr., Brian Perry and Kevin C. Perry and his cousins James M. Perry and Edward Welch. (Exs. 180-181; Ex. 1 at 145-147)

⁴⁶ Perry's brother Frederick Perry was on the Freeman seniority list. (Ex. 24) Brian M. Perry, James M. Perry, Edward Welch, Brian Perry, James M. Perry, and James M. Perry, Jr. were all on the GES seniority list. (Ex. 13) Kevin Perry, who joined Local 82 in 2005, received a spot on the GES seniority list in 2009. (Ex. 187 at 10, 14-15)

nephews Kevin and James Perry, and Dennis McCarthy, and his cousins Francis and Joseph Dizoglio worked for Heritage in 2008. (Exs. 185-186; Ex. 1 at 145-147) In addition, Vice-President Thornton's three children, Annar, Zachary, and Valerie Thornton and Recording Secretary-Milisi's son-in-law, Stephen Ouellette, worked for Heritage in May 2008. (Exs. 185-186; Ex. 22 at 20-23; Ex. 25 at 56) Besides the Local officers' relatives, Burhoe and six members who had close ties to Burhoe also worked for Heritage. (Exs. 185-186)⁴⁷ Burhoe's friend Flaherty, worked more hours than any other Local member. (Exs. 185-186; Ex. 33 at 8-9) Burhoe worked the second highest number of hours. (Exs. 185-186) Burhoe's friends, Young, R. Doe, Bernard "Beau" Piscopo, and Robert Simpson ("Simpson") also worked for Heritage in May 2008.⁴⁸ (Exs. 185-186; Ex. 33 at 11-12, 29-30, 45)

7. Paramount

In response to document requests from the Chief Investigator for all Local 82 collective bargaining agreements, neither Local 82 nor the IBT produced any collective bargaining agreement with Paramount. (Exs. 75, 188-189) According to records the Funds produced, Paramount has been making contributions on behalf of Local 82 members since at least 2006. (Exs. 39 and 39A) It is not clear if the Local failed to produce the contract or whether there was no contract. Given that Paramount made payments to the Funds, it appears most likely that there was a contract.

In 2009, fourteen Local 82 members worked a total of 283 hours for Paramount.⁴⁹ (Exs. 39, 39A, 191) The majority of the Local 82 members who worked for Paramount in 2009 were

⁴⁷ These six members were Flaherty, Young, R. Doe, Bernard Piscopo, Robert Simpson and Justin Piscopo. (Exs. 185-186)

⁴⁸ Burhoe testified that he met Robert Simpson in the 1990s when he visited his brother, John Bowden, who was incarcerated with Simpson at the time. (Ex. 33 at 10-12)

⁴⁹ According to Pension Fund records the New England Teamsters and Trucking Industry Pension Fund provided, it does not appear that any Local 82 members worked for Paramount in 2008. (Ex. 39)

friends and relatives of Burhoe's and Perry's. (Exs. 39, 39A, 191)⁵⁰ Burhoe worked more hours for Paramount than any other Local 82 member did. (Exs. 39, 39A, 191) Two of Perry's relatives, including his nephew, Kevin Perry, and his cousin, J. Dizoglio, worked for Paramount in 2009. (Exs. 39, 39A, 191; Ex. 1 at 145-147) In addition, Burhoe's mother, Jones, and Burhoe's friends, including Deamicis, B. Piscopo and Vincent Federico ("Federico"), who was incarcerated with Burhoe's father, were among the fourteen Local 82 members who worked for Paramount in 2009.⁵¹ (Exs. 39, 39A, 191; Ex. 33 at 9-10, 13, 29; Ex. 38 at 8-10) Federico met Burhoe's father, Maguire, and Deamicis in prison in the 1990s. (Ex. 38 at 8-9; Ex. 54 at 10)

8. Perry's Collusion With Burhoe to Violate the Law and Injure Members

Perry deliberately ignored contractual provisions with some employers requiring seniority lists and had Burhoe, a felon barred under 29 U.S.C. § 504 from doing so, to function as the Local's representative in referring members to work for these employers. Perry knew Burhoe was prohibited from acting as a "representative in any capacity of any labor organization." (Ex. 1 at 86)

Section 504 of the Labor Management Reporting and Disclosure Act ("LMRDA") prohibits individuals convicted of certain crimes, including armed 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".⁵² (Ex. 192; Ex. 1 at 86)

⁵⁰ These individuals were Burhoe, Perry's nephew Kevin Perry, his cousin J. Dizoglio, Burhoe's mother Jones, Deamicis, Federico and Beau and Justin Piscopo. (Ex. 191) In the Pension Fund records, Deamicis' name was spelled "Deamicis." (Exs. 191, 39 and 39A)

⁵¹ On February 22, 2010, the IRB recommended that a charge be filed against Federico for bringing reproach upon the IBT by being a member of the Patriarca organized crime family. (Ex. 193) On March 1, 2010, General President Hoffa filed the IRB-recommended charge. (Ex. 193) On July 22, 2010, following a hearing on the charge, the IRB found that Federico was a member of organized crime and permanently barred Federico from the IBT. (Ex. 194) On August 5, 2010, United States District Court Judge Loretta A. Preska affirmed the IRB's decision. (Ex. 195)

⁵² 29 U.S.C. §504 provides in relevant part:

According to the Department of Labor's website, a barred person under Section 504 cannot hold "[a]ny position as a representative in any capacity of a labor organization such as a job steward or shop committeeman." (Ex. 196) In Hodgson v. Chain Service Restaurant, 355 F.Supp. 180, 184 (S.D.N.Y. 1973), in determining that a conviction under Section 302 of the Taft Hartley Act which did not mention the term "bribery" constituted "bribery" under Section 504(a), the Court held, "[r]ecognizing that a narrow reading of §504(a) would seriously impair the efficacy of the Act, the courts have uniformly held §504(a) to be a remedial statute which should be liberally construed." Moreover, in United States v. Capanegro, 576 F.2d 973 (2d Cir. 1978) cert. denied, 439 U.S. 928 (1978), a case involving 29 U.S.C. §501(c) of the LMRDA, the court held that the plain language of the statute controlled. Here, as discussed below, the evidence established that Burhoe acted as a "representative in any capacity" of Local 82 in violation of Section 504(a).

Burhoe's bar began in November 2006 when he was released from prison. (Ex. 33 at 10) The bar runs for thirteen years. While acting as a Local representative, Burhoe received and sent communications from employers at the Local. (Ex. 68 and 69) He gave instructions to a Local

(continued...)

(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

* * *

(5) . . . during or for the period of thirteen years after such conviction or after the end of such imprisonment, whichever is later.

* * *

(b) Any person who willfully violates this section shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

(Ex. 192)

employee who performed tasks at his direction. For example, Burhoe had the Local's office manager, Susan McGuinness ("McGuinness") on several occasions fax time sheets to Local 82 employer Union Payroll. (Ex. 67 at 56-62; Ex. 69)

During his sworn examination, Burhoe was asked about the December 29, 2008 email discussed above with the labor call that Sunseri, Union Payroll's Director of Sales, sent to the Local's email address with the notation, "Please give this to Jo-Jo." (Ex. 33 at 72; Ex. 68) Burhoe testified that Local 82 office manager McGuinness probably gave him the email. (Ex. 33 at 72-73) When asked whether Perry ever gave him any instructions regarding what to do when he received a request for labor from Union Payroll such as the December 29, 2008 email, Burhoe testified,

Absolutely not, no. John knows -- how many guys is this? That made eight guys, eight guys. That's not hard to fill, so John knows who I'm going to go to. He knows he can count on me. He knows I handle this stuff. He never gets in the middle of it. He doesn't get in the middle of anything I do with Mike Scinsary [Sunseri].

(Ex. 33 at 73) Once again feigning uncertainty, Perry, the only full-time Local business agent, testified that Union Payroll probably asked Burhoe to refer members to work. (Ex. 1 at 87-88)⁵³

Indeed, McGuinness, the Local's office manager, knew that Burhoe was the Local's contact person for Sunseri from Union Payroll. (Ex. 67 at 57-58) If Sunseri could not reach Burhoe, Sunseri would leave a message at the Local for Burhoe to call him. (Ex. 33 at 71-73) McGuinness testified that Burhoe came to the Local's office on occasion and requested her to fax time sheets to Union Payroll. (Ex. 67 at 59-60) For example, in a December 1, 2008 email to Sunseri, McGuinness wrote, "I just faxed over some more timesheets. Also Joe Joe is

⁵³ Perry testified that it was not unusual in the industry for an employer to ask a member to call people to work when extra help was needed. (Ex. 1 at 88) Perry cited Freeman and Champion as examples of an employer that might ask a member to call people to work. (Ex. 1 at 88) Freeman and Champion had the contractually required seniority lists which Union Payroll did not. (Exs. 24, 41) In any event, referring members to work was a Local function under the collective bargaining agreements. (Ex. 33 at 14-16)

wondering if you would mail us more. He likes the carbon copies so he can [give] them to the clients.” (Ex. 70) She requested at Burhoe’s direction that Union Payroll mail “us”, i.e. the Local, more. (Ex. 70) McGuinness acknowledged that she spoke with Burhoe about Union Payroll. (Ex. 67 at 60)

Perry and Burhoe were in frequent telephone contact. In 2008, there were, at least, 733 phone calls between them. (Exs. 113-114, 197) In 2009, there were, at least, 564 calls. (Exs. 113-114, 198) Yet, despite these over 1,200 calls, Burhoe claimed that he did not discuss with Perry his referral of members and others to several of the Local’s smaller trade show employers, including Shepard, Arata, Paramount, and Heritage. (Ex. 33 at 42-43, 94-95) Burhoe did acknowledge the obvious, if Perry were ignorant, it was because Perry chose to be. (Ex. 33 at 97) When asked if Secretary-Treasurer Perry was aware of his involvement in hiring Local 82 members at one trade show employer, Burhoe responded, “I’ll put it this way: If he wants to be aware of it, he’s aware of it.” (Ex. 33 at 97)

Perry knew of Burhoe’s Title 29 prohibition from acting as a Local representative. (Ex. 1 at 86) Yet, Perry allowed Burhoe to act as the Local’s representative in filling its role under the contract. Moreover, Perry did nothing to ensure that Burhoe referred members to work in a fair and objective way. (Ex. 1 at 147-148, Ex. 33 at 41-43) He never discussed with Burhoe any requirements or guidelines Burhoe should follow in referring members to work. (Ex. 1 at 147-148; Ex. 33 at 43-44, 73)

Some members testified that Burhoe acted as an appointed Chief Steward. (Ex. 199 at 12-19; Ex. 200 at 57; Ex. 147 at 29; Ex. 201 at 38-41; Ex. 164 at 50) Burhoe claimed during his sworn IRB examination that he had never served as Chief Steward. (Ex. 33 at 24) 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. 33 at 25)

Perry recognized that a Chief Steward who was responsible for enforcing the collective bargaining agreement was a position that fell within the prohibition. (Ex. 1 at 86-87, 73) Even though claiming he never acted as Chief Steward, Burhoe did act as a Local representative filling its role to refer workers. As discussed above, Burhoe referred workers to Union Payroll, Arata, Heritage and Shepard. (Ex. 33 at 94-98, 102-103) Under the Local 82 contracts with these employers, such referrals were the Local's obligation. (Ex. 65 at 4; Ex. 122 at 4; Ex. 66 at 4; Ex. 137 at 4)

Moreover, Burhoe admitted that he had on several occasions assisted employers at the BCEC, including Champion Exposition Services, in obtaining labor once the spec was exhausted. (Ex. 33 at 24-25, 36, 44-45, 58-59) Burhoe admitted that at least on "two or three" occasions when the spec was exhausted, he helped Champion fill a labor call. (Ex. 33 at 57) Burhoe claimed that the first time Champion ever asked him to help fill a labor call, he requested permission from Perry. Perry instructed Burhoe that he could do anything Champion's manager asked him to do. (Ex. 33 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. 33 at 58)

On January 30, 2009, Burhoe sent a fax from Local 82's fax line to Champion's manager, Michael Wellman. (Ex. 69) This fax was a list referring members to work. (Ex. 69; Ex. 33 at 88-89) The list consisted of thirty-two names, including Vice President Thornton and his daughter Valerie, Burhoe's brother John Bowden, and several of Burhoe's friends, including John Fidler, Ronald Doe and his nephews Michael and Marc Doe, and John Brassil. (Ex. 69; Ex. 33 at 11-12, 26-27; Ex. 105 at 49-50) Burhoe claimed that he referred these members to work because the

Local had exhausted its labor through the spec. (Ex. 33 at 57-59, 88-89)³⁴ Providing labor to meet the employers' needs was the Local's obligation under the collective bargaining agreements. (Ex. 145 at 7)

Perry is the only paid full time officer and business agent in the Local. He is the Director on a national level of the IBT's Trade Show Division. He abandoned his obligation to ensure the Local complied with its legal obligations to ensure the statutory bar was not violated. In a prior case under the Consent Order, several union officials were found to have brought reproach upon the IBT and interfered with the union's legal obligations when they allowed the Local's former principal officer to act as an advisor to the Local, although given no title or official position, during the period of his debarment under Section 504. In re: Gerald Yontek et al, June 21, 1993 Decision of the Independent Administrator at 23 (June 21, 1993) aff'd, United States v. IBT [Yontek], 838 F.Supp. 800 (S.D.N.Y. 1993), aff'd, United States v. IBT, slip op. Docket Nos. 94-6004, 94-6006 (2d Cir. July 28, 1994). (Exs. 203-205) In Yontek, the Independent Administrator held that "... all IBT officials in a position to do so must take positive steps toward ensuring that a suspension order or statutory debarment is effectively implemented." (Ex. 203 at 23) Here, by assisting Burhoe to engage in further criminal conduct by violating the Section 504 bar, Perry, as the Local's principal officer, exposed the Local to criminal liability. E.g., United States v. Hilton Hotels Corp., 467 F.2d 1000, 1007 (9th Cir. 1972) cert. denied, 409 U.S. 1125 (1973).

9. Perry's Misleading Testimony regarding the Lack of Seniority Lists

In explaining why there were not seniority lists for all employers under contract with the Local, Perry misleadingly asserted he did not enforce the contractual provision which required

³⁴ When asked how he decided who to include on the list for Champion, Burhoe claimed he called everyone that he knew and referred Local 82 members' relatives to work. (Ex. 33 at 57-58)

seniority lists for all companies because, "it kind of spreads it out where all the members get a chance to reap the benefits." (Ex. 1 at 16) In the absence of any referral rules, the failure to enforce the seniority list 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 and "reap the benefits."

Work was not spread around as Perry claimed; only the favored reaped the benefits. For example, in 2009, Deamicis, who, like many Perry relatives, was on the GES seniority list, worked 2,692 hours. (Exs. 13, 63-64) This was the most of any Local 82 member. (Exs. 27 and 27A) In 2009, Burhoe selected Deamicis to work for Union Payroll, Arata, and Shepard, none of which had seniority lists. (Exs. 63-64; Ex. 33 at 41, 50, 94-96; Ex. 54 at 78, 91, 93-95) In addition, Burhoe referred Perry's son, Brian M. Perry, who was on the GES seniority list, to work for Arata and Union Payroll in 2009. (Ex. 1 at 107; Ex. 206; Ex. 33 at 41, 50, 95-98, 102-103; Ex. 13) Brian M. Perry worked 2,078 hours in 2009. (Exs. 39 and 206) Because there were no seniority lists for these employers, Deamicis and Perry's son could be referred to work first even though they were on a seniority list.

C. MANIPULATION OF VOTING ON TRADE SHOW INDUSTRY COLLECTIVE BARGAINING AGREEMENTS

In 2009, during the ratification votes on some of the Local's trade show collective bargaining agreements, without the required Executive Board approval in violation of the Local's Bylaws, Secretary-Treasurer Perry, President Geary and their unelected accomplices Flaherty, Young and Deamicis arbitrarily determined which members were eligible to vote on the collective bargaining agreements. (Ex. 1 at 54-57; Ex. 11 at 50-55) They did so selectively, apparently to ensure the passage of a contract the members had twice previously rejected. As

discussed below, they allowed fifty members to vote, or 63% of the voters, who should have been prohibited from voting if they actually were fairly enforcing the rules they asserted they applied on the pivotal GES contract.

According to Section 14(A)(13) of Local 82's Bylaws, the Executive Board was empowered to:

Determine the membership which shall vote on agreements and strikes, and the composition of other membership meetings, and adopt rules and regulations concerning the conduct thereof not inconsistent with the International Constitution or these Bylaws.

(Ex. 77 at 7-9)

In a September 17, 2009 response to a document request from the Chief Investigator, Secretary-Treasurer Perry described the policy to determine a member's eligibility to vote on contract ratifications as follows:

Members vote only on one contract. List employees vote for the companies which they have seniority for. If someone works the same amount for more than one company, they are able to choose which contract to vote on. This is the only procedure, policy, rule or regulation governing Collective Bargaining Agreement ratification votes.

(Exs. 207-208) During his IRB sworn examination, Perry testified that list men were required to vote on the contract for the company on whose list they were and spares were required to vote on the contract for the company for which they worked the majority of their hours. (Ex. 1 at 47) As Perry acknowledged in a letter dated July 2, 2010, in response to a document request from the Chief Investigator, there were no written policies, rules or regulations at Local 82 governing voting on collective bargaining agreements. (Ex. 209) It does not appear that the Executive Board, as the Bylaws required, ever approved the policy Perry described above. (Ex. 209; Ex. 77 at 7-9)

Moreover, as detailed below, Perry, Geary, Flaherty, Young and Deamicis knowingly did not uniformly enforce the eligibility policy described in his September 17, 2009 letter. (Ex. 207) Rather, in 2009, they, on an arbitrary and selective basis, decided which members could vote on a controversial proposed contract the members had previously rejected. The proposed contract was controversial because it abandoned language commonly referred to as "2003 language" 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. (Exs. 88-89, 99, 119, 144-145; Ex. 210 at 17-19) The removal of the language eased Perry's use of referrals to award favorites, such as Burhoe, with employment at the expense of other members. It appears that Perry, Geary, Flaherty, Young and Deamicis manipulated the voting process, in order to ensure that the contract, which removed the controversial "2003 language", was passed.

1. Lack of Executive Board Approved Rules

The Local's Bylaws empower the Executive Board, not the Secretary-Treasurer, to determine the members eligible to vote on collective bargaining agreements. (Ex. 77 at 7-9) The Board never adopted rules and regulations for determining eligibility that the Bylaws empowered it to adopt. (Ex. 209; Ex. 1 at 53-54)

Perry claimed that he could not remember if the Executive Board officially approved the policy he described above. (Ex. 1 at 53-54) Despite IRB requests, no Executive Board meeting minutes were produced to show that it had. (Exs. 166 and 209) Nor could Perry recall whether the policy was memorialized anywhere. (Ex. 1 at 53-54; Exs. 166 and 209) No document reflecting the policy was ever produced. In a letter dated July 2, 2010, in response to a document request from the Chief Investigator following Perry's sworn examination, Perry responded,

From the transcript it is clear that I cannot point to a specific vote of the Executive Board adopting this practice. However this

practice has been followed for at least the last three contract negotiation cycles. . . .

(Ex. 209 at 2)

The Local produced no documents showing as to how members would have been alerted to the voting policy. (Ex. 209) As with the failure to have written work referral rules and to maintain records of what members on the spec lists received work, this lack of documentation assisted Perry and his co-schemers in manipulating the process and harmed the members.⁵⁵

During his IRB sworn examination, when asked who determined which members were eligible to vote on each contract, Geary answered,

The Bylaws, which state that you can vote for the company that you are a list man of or work most for.

(Ex. 11 at 50-51)⁵⁶ Contrary to Geary's false assertion, no such provision existed in Local 82's Bylaws. (Ex. 77) Geary testified that he and Secretary-Treasurer Perry enforced this mythical Bylaw policy. (Ex. 11 at 51-52) As discussed below, it appears that, to the extent there was such a policy, they and their co-schemers selectively enforced it during the 2009 collective bargaining agreement ratifications.

2. The Local's Past Practice Regarding Trade Show Contracts

⁵⁵ In similar conduct, Perry had instructed the Recording Secretary to omit from Executive Board meeting minutes, which were read to the members, Board approval of non-routine substantial expenditures. (Ex. 25 at 16-17)

⁵⁶ During his sworn IRB examination, President Geary testified as follows with respect to the 2009 trade show collective bargaining agreement ratifications:

- Q. Who determined who was eligible to vote on each contract?
- A. The bylaws, which state that you can vote for the company that you are a list man of or work most for.
- Q. Is that written in the Local 82 bylaws?
- A. I believe so.
- Q. Do you know when that provision became a part of the Local 82 bylaws?
- A. It's been there a while, as far as I know.

(Ex. 11 at 50-51)

Perry also proffered past practice to show the policy was well established within the Local. (Ex. 209; Ex. 1 at 49-50) Even as to past practice, the record does not support him. There was inconsistent testimony concerning the Local's past practices regarding collective bargaining agreement ratifications. Perry, himself, vacillated on the point. (Ex. 209; Ex. 1 at 49-51) He testified that the Local had always followed the policy he alleged was enforced in 2009 with regard to the ratification of collective bargaining agreements. (Ex. 1 at 47-48, 54) However, Perry also testified that approximately 12 to 15 years ago, all members employed in the trade show industry voted on the Freeman contract because Freeman was the Local's largest employer. (Ex. 1 at 49) Perry testified that at a subsequent point, the Local changed its policy and began holding separate ratifications for each employer because the number of employers increased. (Ex. 1 at 49-50) Perry was the Local's principal officer when he claimed this policy changed. (Ex. 1 at 7-8, 49-51) There were no documents or minutes reflecting that either the members or the Executive Board were ever informed of the alleged change in policy, let alone that the Executive Board approved it as the Bylaws required. (Ex. 209)

Local 82 officers, including President Geary and Vice President Thornton, acknowledged that the policy concerning contract ratifications had changed at some point from all spares voting on one contract to spares voting on contracts with companies for which they worked the most. (Ex. 11 at 66-67; Ex. 22 at 12-14, 36-37)

Several members testified that until the 2006 vote, all Local 82 members who worked in the trade show industry voted on the Freeman collective bargaining agreement because Freeman was the Local's largest employer. (Exs. 210 at 35-38; Ex. 211 at 22; Ex. 200 at 14-15, 44; Ex. 212 at 11-12; Ex. 213 at 34-35; Ex. 148 at 40-42) Once the Freeman collective bargaining agreement passed, any other company that wanted to have a trade show collective bargaining

agreement with Local 82 adopted the same contract. (Ex. 210 at 35; Ex. 211 at 23; Ex. 147 at 26-27; Ex. 148 at 40-42; Ex. 200 at 14-15; Ex. 212 at 12; Ex. 213 at 34-35) These members testified that in 2006, for the first time, the Local held separate ratifications for its two largest employers, GES and Freeman. (Ex. 210 at 35-36; Ex. 211 at 24-31; Ex. 147 at 26-27; Ex. 200 at 43-45; Ex. 212 at 12-13; Ex. 213 at 36)

3. The Controversial 2009 Ratification Votes

The proposed 2009 collective bargaining agreements were controversial within the Local because the proposed contracts removed language commonly referred to as the “2003 language.” (Ex. 210 at 24-31; Ex. 147 at 21-22; Ex. 200 at 16; Ex. 212 at 27-28; Ex. 213 at 37-38) The “2003 language”, which the members had first approved during the 2003 collective bargaining agreement ratification vote, gave members with experience relevant to the trade show industry prior to April 1, 2003, hiring preference over those who did not have such experience before that date.⁵⁷ (Ex. 99-100, 145, 153) Perry and his co-schemers manipulated the eligibility of members who were able to vote on the contracts to ensure that the controversial contracts, which eliminated the “2003 language”, passed.

The proposed Local 82 collective bargaining agreement with Freeman was first presented to the members employed at Freeman on March 31, 2009. (Ex. 209 at 5) The members rejected

⁵⁷ Article 26, Section 5 of the trade show collective bargaining agreements covering the period April 1, 2003 to April 1, 2006 and April 1, 2006 to April 1, 2009, provided

Whenever the Company's seniority list has been exhausted and the Company needs additional labor, the Company shall take the availability of suitable applicants. The Company will provide a period of not less than two (2) hours for calling in availability. The Company shall fax its preferences to the Union by noon on the day prior to the workday being scheduled. The Union shall fax any objections to the Company by 1:00P.M. Such applicants shall have had relevant trade show experience prior to April 1, 2003. However, if the Union is unable to provide suitable applicants the Company may go to other sources to fill its labor needs, including applicants who have had no trade show experience prior to April 1, 2003. . .

(Exs. 99-100, 145, 153)

the proposed contract. (Ex. 209 at 5) On April 18, 2009, a substantially modified Freeman collective bargaining agreement was again presented to the members and again voted down. (Ex. 209 at 5) Both these rejected contracts omitted the 2003 clause. (Ex. 209 at 5) A Freeman contract was ultimately ratified on June 22, 2009 without the clause. (Ex. 209 at 6; Ex. 214) Unlike the previous two votes, this last vote was held not at Local 82, but at Local 25 in Charlestown, MA. (Ex. 209 at 6) According to the sign in sheet the Local provided, the vote passed on June 22, 2009 by a count of 89-50. (Ex. 214) Over 200 members had voted on the April 18, 2009 Freeman contract, when the members did not approve the agreement. (Ex. 11 at 54; Ex. 209 at 5) The Local did not keep any records of that vote or the other Freeman vote in which the members rejected the contract. (Exs. 215-216)

Between April 18, 2009, when the Freeman contract was voted down and June 22, 2009, when the Freeman contract was ratified, a contract with the same language was presented at the Local to members for three other companies, GES, Brede, and Champion. (Ex. 209 at 5-6) These contracts were ratified. The GES collective bargaining agreement was presented to and ratified by members allowed to vote on April 26, 2009.⁵⁸ (Ex. 209 at 5; Ex. 217) The Brede contract was ratified on May 19, 2009 at the Union hall.⁵⁹ (Ex. 209 at 6; Ex. 218) Following the GES ratification, the Champion contract was presented at Local 82 on May 20, 2009 to both Local 82 and Local 653 members and voted down.⁶⁰ (Ex. 209 at 6) On June 16, 2009, the same

⁵⁸ According to the sign-in sheet the Local provided, the vote passed by a count of 67-13. (Ex. 217) The sign-in sheet the Local provided listed the names and signatures of eighty Local 82 members. (Ex. 217) It appears that only seventy-nine of the members who signed in voted on the contract. According to Deamicis and a sworn affidavit provided by member James McNiff, McNiff was not permitted to vote. (Ex. 54 at 58; Ex. 220-221) According to Deamicis, after Deamicis permitted McNiff to enter the Local, "someone" escorted him out. (Ex. 54 at 58) Deamicis claimed he could not see who escorted McNiff out. (Ex. 54 at 58) According to McNiff, Robert Perry told McNiff he could not vote on the GES contract. (Exs. 220-221)

⁵⁹ According to the sign in sheet the Local provided, the Brede contract passed by a vote of 6-3. (Ex. 218)

⁶⁰ Champion has trade show collective bargaining agreements with Local 82 and Local 653. (Exs. 119 and 222) The Champion seniority list for employees in the trade show industry included members of Local 82 and Local 653. (Exs. 41, 158) Accordingly, as it had in the past, Local 82 permitted Local 653 members who were on

Champion contract was presented at the Champion warehouse in Middleboro, MA. (Ex. 209 at 6) It was ratified by Local 653 and Local 82 members who were allowed to vote.⁵¹ (Ex. 209 at 6; Ex. 219)

4. Perry, Geary, Flaherty, Young and Deamicis Selectively Enforced the Policy for Determining Members' Eligibility to Vote

a. The Policy for Determining Eligibility to Vote Was Never Clear

The Local did not enforce the policy that Perry falsely asserted it followed in his September 17, 2009 letter and sworn testimony to the IRB. When asked during his IRB sworn examination how members found out which contract they were eligible to vote on, a member described the true condition the members faced when he responded, "A lot of them didn't know until they went to the door. . . ." (Ex. 210 at 38)

Local 82 President Geary testified that he and Secretary-Treasurer Perry determined which members were eligible to vote on each contract. (Ex. 11 at 50-52) In addition, Perry appointed Local 82 members Flaherty and Young Sergeants at Arms during all of the trade show ratification votes. (Ex. 1 at 54-55; Ex. 19 at 27; Ex. 20 at 21) Although Perry claimed he was not certain whether he also had appointed Deamicis a Sergeant at Arms (Ex. 1 at 54-56), the facts show Deamicis was present and acting in that capacity at the Freeman and Champion votes as

(continued...)

Champion's seniority list to vote on Local 82's collective bargaining agreement with Local 82. (Ex. 223 at 7, 12-15) Eight of the twenty-four members on Champion's seniority list were Local 653 members. (Exs. 41, 158)

⁵¹ On June 16, 2009, the Champion contract passed by a margin of 17-6. (Ex. 219) The Local 653 Champion steward, George Joseph, testified that he believed Perry scheduled the second ratification vote to be held at Champion's warehouse because several Local 653 members had been unable to attend the ratification at Local 82. (Ex. 223 at 11-12, 32-33) Joseph, who voted on both the June 16, 2009 Champion vote and the May 20, 2009 vote, testified that he had only voted on a Local 82 Champion contract one other time over the course of twenty-four years, during which he had been a member of Champion's seniority list. (Ex. 223 at 11, 38, 34) At least one Local 653 member who voted on the Local 82 contract on June 16, 2009, Andy Trask, appeared to have a management position with Champion. For example, on February 18, 2008 Trask, who was identified on Champion's internal directory as the Director of Operations – Region 1, signed a collective bargaining agreement with Teamster Local 107 on Champion's behalf. (Ex. 224 at 1; Ex. 225) Trask testified that he did not participate in the May 20, 2009 Champion ratification vote when the members did not approve the proposed contract, but voted on June 16, 2009 for its approval. (Ex. 226 at 27; Ex. 219)

well as on the GES contract where he was on the list. (Ex. 54 at 49, 57-58; Ex. 13; Exs. 227-230; Ex. 200 at 29, 32-37)

Together with the appointed Sergeants at Arms, Perry and Geary decided who could vote. (Ex. 1 at 54-56; Ex. 20 at 21-30; Ex. 19 at 27-33; Ex. 54 at 49-53)⁶² Perry testified that the Sergeants at Arms ensured that the spares voted for the contract where they worked the most. (Ex. 1 at 56) In contrast, Deamicis admitted that was not really enforced. (Ex. 54 at 49-52)

The Local officers and the appointed Sergeants at Arms did not use any records in determining which members were eligible to vote on a particular contract. (Ex. 20 at 24-25; Ex. 1 at 55-56)⁶³ Instead, according to Perry, that information was within their personal knowledge. (Ex. 1 at 55-56) Perry testified, "They just know. This local is small." (Ex. 1 at 55-56) In light of that admission of knowledge, given who they allowed to vote, the record reflects they intentionally manipulated arbitrarily who could vote.

Flaherty testified that Perry never described to him his responsibilities during the ratification votes. (Ex. 19 at 32) Nor were the Sergeants at Arms ever provided with any written rules or regulations governing the eligibility of members to vote on the ratifications. (Ex. 19 at 31-32) Indeed, Flaherty was not certain what the policy for determining members' eligibility to

⁶² During his sworn examination, Perry testified as follows:

Q: Did you tell Mr. Flaherty, Mr. Young, or Mr. Deamicis what their responsibilities would be in serving as sergeant at arms during the contract ratifications?

A: Yeah, they knew they would check people and have them sign and if they saw somebody that was -- that they thought shouldn't have been there, they'd bring it to my attention.

Q: What do you mean by someone who shouldn't have been there?

A: Well, if they saw them at another ratification vote. Like, for example, if somebody was a seniority list person and they knew it, they would tell them. This is for Freeman.

(Ex. 1 at 55)

⁶³ Perry claimed that he only told two Local 82 members, Dave Corbitt, a spare, and Paul Shoulla, a list man for Nth Degree, that they could not vote on a particular contract. (Ex. 1 at 56-57) Perry testified that there may have been an additional individual as well. (Ex. 1 at 57) According to Perry, ultimately Corbitt chose which contract he voted on and Shoulla, as a list man for Nth Degree, was required to vote on that contract. (Ex. 1 at 48-49, 57) Although the Nth Degree contract expired in April 2009, as of June 2010, no ratification for Nth Degree had been held. (Ex. 1 at 59) As discussed below, Perry's claim that he only told two or three members they could not vote was contradicted by the preponderance of the evidence.

vote was. (Ex. 19 at 30) Yet, Flaherty and Young decided who was eligible to vote on each contract. (Ex. 20 at 21-25, 29-30; Ex. 19 at 28-30) Young testified that he and Flaherty had an idea of who worked where, so they could make eligibility determinations. (Ex. 20 at 21-23) Young further testified that he relied on his memory to know who voted on what contract and when during each of the seven different votes (3 Freeman and 2 Champion).⁶⁴ (Ex. 20 at 25) In light of admitting to having knowledge, given who they allowed to vote, they intentionally manipulated the election.

Indeed, contrary to Geary and Perry's alleged policy, in 2008, the year immediately preceding the contract ratifications, fifty of the fifty-nine spares they and his co-schemers allowed to vote on the GES contract worked most of their hours for a company other than GES.⁶⁵ Accordingly, fifty of the seventy-nine members, or 63%, of those Perry, Geary, Deamicis, Flaherty and Young permitted to vote on the GES contract were not eligible to vote under Perry and Geary's alleged policy.⁶⁶ All five individuals acknowledged they knew members'

⁶⁴ Contrary to Young and Perry's testimony (Ex. 1 at 55-56; Ex. 20 at 25), Geary and Flaherty testified that they consulted the sign-in sheets from previous votes in determining who was eligible to vote. (Ex. 19 at 28-29; Ex. 11 at 53-54) Despite their claims, as discussed below, at least ten members voted during both the GES April 26, 2009 ratification and the Freeman June 22, 2009 ratification. (Exs. 214, 217, 231)

⁶⁵ Fifty spares worked most of their hours for a company other than GES in 2008. For example, sixteen members, including Robert Fenton, Joseph Cooper, Beau Piscopo, Elaine Dignan, Tom Nee, Charles Bibby, Billy Steefe, Steve Conine, Ronald Doe, John Allen, Bob Shaughnessy, Martin Shiner, Dennis Bird, Kevin Berry, David Greene and Thomas Burke, worked the most for Freeman Decorating Company. (Exs. 217, 243-244) Sixteen members, including Brian Altmas, Dennis Jarred, Daniel Callahan, Jerry Spagnuolo, Jackie Vince, Shawn Myatt, Howard Castiglione, Steve Masse, Richard Hardaway, Joel Dupre, John Scanlan, Darrel Hicks, Ryan Murray, Justin Piscopo, Michael Doe, and Marc Doe worked the most for Champion Exposition Services. (Exs. 217, 243-244) Four members, Billy Pires, Andrew Burke, Robert Perry, and Payson Bartlett, worked the most for Willwork; two members, Mary Kate Flaherty and Justin Holmes worked the most for Nth Degree; two members, James Santos and James Ward worked the most for Boston Show Services; one member, Michael O'Neill, worked the most for Renaissance and one member, John Lowe, worked the most for Corporate Communications. (Exs. 217, 243-244) In addition, as discussed above, five members worked the most for moving companies. These five members included, Richard Gregory, who worked the most for Metropolitan Moving Company, and Rene Balaz, Vincent Federico, Fred Parziale, and Kevin Sheehan, who worked most of their hours for Spry & Co. (Exs. 217, 243-244) In addition, in 2008, Martin Clougherty, Ronald Smith, and Kenneth Killen worked the most for Casey and Hayes Company. (Exs. 217, 243-244)

⁶⁶ As noted in footnote 5B above, seventy-nine members were permitted to vote on the GES contract. (Exs. 217, 220-221) Of these, under Perry and Geary's alleged policy, only twenty-eight members were eligible to vote because they were either on GES' seniority list (twenty members) or were spares who had worked most of their hours for GES (nine members). (Exs. 217, 243-244) The twenty members who voted on the GES contract and were on the GES seniority list were: James M. Perry, James M. Perry, Brian M. Perry, Brian Perry, Ed Weich, James

qualifications to vote. (Ex. 1 at 46-48, 54-56; Ex. 20 at 21-24; Ex. 54 at 49-55; Ex. 19 at 28-31; Ex. 11 at 50-54) Despite this, 63% of those they allowed to vote were not eligible under the alleged policy they claimed to be enforcing.

b. Perry and His Co-Schemers Permitted Several Favored Members to Vote on Multiple Contracts in Violation of the Alleged Policy

In violation of the policy Perry falsely claimed was being enforced by himself, Geary, Flaherty, Deamicis and Young, they allowed several members to vote on multiple contracts. (Ex. 1 at 53-55; Ex. 214, 217, 231) In contrast, in a selective enforcement of the alleged policy, as discussed below, they prevented other individuals from voting on the GES contract because they had previously voted on the Freeman contract. (Ex. 229, 230, 233, 235-237) For example, according to the sign-in sheets for the GES and Freeman votes, Perry, in contravention of the alleged policy he swore he enforced, permitted ten Local 82 members to vote on both the GES and Freeman collective bargaining agreements on April 26, 2009 and June 22, 2009, respectively. (Exs. 214, 217, 231) Thus, after the proposed Freeman contract was rejected twice, on April 26, 2009, the GES contract was the first contract ratified by the members without the controversial "2003 language". (Ex. 88; Ex. 209 at 5) At the subsequent June 22, 2009 Freeman vote, the contract passed without the "2003 language" after the members had twice rejected the contract proposals in March and April. (Ex. 89; Ex. 209 at 5-6)

Their violations of the alleged rule in whom they permitted to vote was not haphazard. At least half of the members that they permitted to vote on multiple contracts had ties to Local

(continued...)

Deamicis, Ron Lewis, John Kenney, James M. Perry, Rich Orlandi, John Orlandi, Bob Ivy, Roy F. Myatt, Jr., Arthur Downey, Jr., Dennis McCarthy, Barbara Flynn, Joe Supitkowsky, Joe D'Angelo, Rich Geary and an illegible name who was assumed for purposes of this analysis to be on the GES seniority list. (Exs. 13 and 217) The nine spares who voted on the GES contract and worked most of their hours for GES in 2008 and in 2009 prior to the vote were Kevin Perry (who was on the GES seniority list in 2010 after the vote), Al Fantasia, Jessica Maio, Monty Fewsksbury, Michael Duceing, Richard Riggs, Jack Coppinger, Susan Rawlinson, and John Brassil. (Exs. 217, 243-244)

insiders. The members that the co-schemers permitted to vote on the Freeman June 22, 2009 contract after they had voted on the GES April 26, 2009 contract included Kevin Berry, Dennis Bird, Michael Ducoing, David Greene, Kenneth Killeen, Steve Masse, Beau Piscopo, Justin Piscopo, Payson Bartlett and James Ward.⁶⁷ (Exs. 214, 217, 231) David Greene, who joined the Local in 2006, was Burhoe's close friend and had been incarcerated with Burhoe and Deamicis in the 1990s. (Ex. 240; Ex. 111 at 13-15) Michael Ducoing was arrested with Deamicis in the 1980s for robbery. (Ex. 54 at 8) Kevin Berry was arrested with Deamicis in the 1990s for credit card fraud and assault and battery. (Ex. 54 at 10-12) Dennis Bird was involved in a 1996 armored car robbery along with Burhoe's childhood friend, John Fidler. (Ex. 241; Ex. 33 at 27-28) Beau Piscopo was a friend of Burhoe and Flaherty. (Ex. 33 at 29; Ex. 19 at 35) Moreover, of the ten members Perry and his co-schemers permitted to vote on the Freeman contract after they had already voted on the GES contract, eight had joined the Local after 2003,⁶⁸ which would probably indicate they supported removing the "2003" language from contracts. (Exs. 231, 242) Only Berry and B. Piscopo had been members prior to 2003. (Exs. 231, 242)

c. Perry and His Designees Permitted Favored Spares Who Worked Primarily for Other Companies, Including Moving Companies, to Vote on the GES Contract

Geary falsely testified that he and Perry ensured that the members who voted on the trade show collective bargaining agreements worked primarily in the trade show industry. (Ex. 11 at 51-52, 72)⁶⁹ Geary testified,

⁶⁷ Because the Local did not keep records of who had voted when the membership did not approve the collective bargaining agreements (Ex. 1 at 143), it is not clear if Perry and his designees permitted members to vote on the March 31, 2009 and April 17, 2009 Freeman contracts and the April 26, 2009 GES contract.

⁶⁸ Although the "2003 language" did not reference a member's initiation date, members who joined the Local after 2003 were generally less likely to support the 2003 language since it gave priority for work to those with industry experience prior to April 1, 2003.

⁶⁹ According to the sign-in sheet the Local provided, eighty members signed in to vote on the GES April 25, 2009 contract. (Ex. 217) As discussed above, one member, McNiff, who signed in was not permitted to vote. (Exs. 220-221) Of the remaining seventy-nine members, twenty were on the seniority list at GES and fifty-nine were spares who did not belong to any company's seniority list. (Exs. 51-52, 217) One member's name was illegible.