

## MEMORANDUM

**TO:** IBT General President and members of the General Executive Board

**FROM:** Robert D. Luskin, Independent Investigations Officer

**RE:** Recommended charges against Dennis Hart, Local Union 853

**DATE:** February 28, 2023

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### RECOMMENDED CHARGES

Under authority granted by Paragraphs 30, 31, and 32 of the Final Agreement and Order<sup>1</sup> in *United States v. International Brotherhood of Teamsters*, 88 Civ. 4486 (S.D.N.Y.), the Independent Investigations Officer recommends the following charges be laid against Dennis Hart of Local Union 853:

**First Charge:** That HART, as secretary-treasurer and principal officer of Local Union 853 and as an officer of Joint Council 7, during the period that Rome Aloise was suspended by order of the Independent Review Officer, knowingly and with the purpose or effect of circumventing, frustrating, evading, and disregarding said suspension, did permit, empower and enable Aloise to exercise authority from which the IRO's suspension order barred him, such acts and omissions by HART constituting a failure to cooperate with the independent disciplinary process of the Final Order and the IBT constitution and thereby bringing reproach upon the IBT and violating his oath as member and officer.

**Second Charge:** That HART, as a member of the IBT, did fail to cooperate with the independent disciplinary process of the Final Order and IBT constitution, by providing material evidence under oath in the Aloise investigation, both in sworn examination and at a *de novo* hearing, he knew to be false, thereby bringing reproach upon the IBT and violating his oath as a member.

**Third Charge:** That HART, as member of the executive board of Local Union 853, by overt acts and by omissions, both during the period he was president (non-principal officer) and secretary-treasurer (principal officer), did authorize and permit expenditures of Local Union 853 funds totaling hundreds of thousands of dollars to occur without advance approval of such

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<sup>1</sup> Exh. 1, Final Agreement and Order, Dckt. 4409-1 (1/14/2015), in *U.S. v. IBT*, 88 Civ. 4486.

**expenditures by the local union executive board and/or the local union membership and/or without legitimate union purpose, such acts and omissions by HART violating the IBT constitution and local union bylaws, thereby bringing reproach upon the IBT and violating his oath as member and officer.**

### **JURISDICTION**

Under Paragraph 32 of the Final Order, the IIO designates this matter “as an original jurisdiction case for the General President to review.” Upon receipt, the General President “shall promptly take whatever action is appropriate in the circumstances and shall, within ninety (90) days of the referral, make written findings setting forth the specific action taken and the reasons for that action.”

### **INVESTIGATORY FINDINGS**

#### ***A. Findings of Fact relevant to First Charge and Second Charge***

1. HART was appointed to the office of president (non-principal officer) of Local Union 853 in Spring 2017. By virtue of that position, HART became a member of the local union executive board.<sup>2</sup> At the time of HART’s appointment, Rome Aloise was the elected secretary-treasurer and principal officer of the local union.

2. In 2017, Independent Review Officer Barbara Jones conducted a *de novo* hearing on three IIO-recommended charges against Aloise, finding sufficient evidence to support each charge and that Aloise by his conduct brought reproach upon the union.<sup>3</sup> By order issued December 22, 2017, the IRO imposed a disciplinary penalty on Aloise as follows:

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<sup>2</sup> Exh. 2, IBT constitution, Article XXII, Section 2(a) (“The officers of the Local Union shall consist of a President, Vice President, Recording Secretary, Secretary-Treasurer, and three (3) Trustees. These officers shall constitute the Executive Board of the organization”); Exh. 3, Local Union 853 bylaws, Article V, Sections 1 & 2 (“Section 1. The Elective Offices of this Union shall consist of one (1) President, one (1) Vice President, one (1) Recording Secretary, one (1) Secretary-Treasurer, and three (3) Trustees. Section 2. The Elective Officers shall constitute the Executive Board of this Union, with the exception of the Business Agents.”).

<sup>3</sup> Exh. 4, *In Re: Rome Aloise*, Opinion of the IRO (10/24/2017).

1. For two years after the date of this decision, [Aloise] shall be suspended from his positions as International Vice President, President of Joint Council No. 7, and Secretary-Treasurer and Principal Officer of Local 853.
2. For two years after the date of this decision, he shall not hold any position, elected or appointed, with the IBT, Joint Council No. 7, Local 853, or any other IBT affiliate.
3. For two years after the date of this decision, no IBT entity shall pay him, nor shall he accept, any salary, gratuities, gifts, payments, allowances, fees, benefit payments or contributions or any other compensation of any kind, except that he may receive compensation that has accrued prior to the date of this decision.<sup>4</sup>

3. Aloise's suspension occurred during the 2017-2019 term of office for Local Union 853's elected officers. Article XXII, Section 9 of the IBT constitution grants authority to a local union executive board to "determine when a vacancy exists due to the temporary unavailability of an elected officer, provided however, that if an officer is unavailable for twelve (12) months or more, the office shall be considered to be vacant."<sup>5</sup> Aloise's suspension exceeded 12 months' duration, therefore his local union office was deemed vacant and the local union executive board was required to fill it.<sup>6</sup>

4. Notwithstanding the clear requirement of the IBT constitution, the local union executive board, HART presiding, met on December 29, 2017, one week after IRO Jones ordered Aloise suspended from office, and declared that "[b]ecause there is no vacancy [in the office of secretary-treasurer], there is no basis for appointment to serve out the remainder of [Aloise's] term."<sup>7</sup> The executive board voted to delegate the responsibilities of the secretary-treasurer to HART on a month-to-month basis."<sup>8</sup> The failure of the executive board, under HART's leadership, to fill the

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<sup>4</sup> Exh. 5, *Re: Rome Aloise*, Order of the IRO (12/22/2017).

<sup>5</sup> Exh. 6, IBT constitution, Art. XXII, §9.

<sup>6</sup> Exh. 3, Local Union 853 bylaws, Article XI, Section 1(d): "Executive Board shall fill all vacancies in the office, which occur during their term of such office for the unexpired term, in the manner provided in Article XXII, Section 9 of the International Constitution."

<sup>7</sup> Exh. 7, Local Union 853 executive board meeting minutes, 12/29/2017.

<sup>8</sup> *Id.* The minutes further showed "[a]ll officers were present except for Secretary-Treasurer Rome Aloise who was excused." No other person was listed as attending the meeting; in particular, no lawyer was

secretary-treasurer vacancy created by the IRO's suspension of Aloise violated the IBT constitution.

5. Five days later, on January 3, 2018, IRO Jones ordered Local Union 853's executive board to comply with the constitution and fill the secretary-treasurer vacancy her suspension of Aloise created.<sup>9</sup> She wrote: "My decision to suspend Aloise from his leadership positions was meant, in part, to advise the IBT leadership, the IBT membership, and those who do business with the IBT that Aloise had disregarded core union principles, overstepped his authority, and failed to uphold his promise as a union representative. Any IBT entity holding Aloise out as an elected or appointed official in good standing is misrepresenting his current status. Accordingly, I am ordering that the relevant IBT entities (the International, Joint Council No. 7, and Local 853) indicate on their websites that Aloise has been disciplined for bringing reproach upon the union and suspended from his respected elected or appointed position for two years." Citing Article XXII, Section 9 of the IBT constitution, IRO Jones ordered Local Union 853 to "indicate on its website that Aloise has been suspended from his position as Principal Officer/Secretary-Treasurer for two years for bringing reproach upon the union and take the proper steps to fill the vacancy as set forth in its bylaws."<sup>10</sup> On January 5, 2018, Local Union 853's executive board rescinded its previous resolution denying a vacancy in the position of secretary-treasurer and delegating the responsibilities of the position on a month-to-month basis to the local union president. The executive board noted that IRO Jones had declared the position of local union secretary-treasurer vacant; it then voted to make HART secretary-treasurer through December 31, 2019, the balance

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present or addressed the meeting. Further, at this point, Local Union 853's website continued to list Aloise as local union secretary-treasurer.

<sup>9</sup> Exh. 8, *Re: Rome Aloise*, Supplemental Order of the IRO (1/3/2018).

<sup>10</sup> *Id.*

of the term.<sup>11</sup> The executive board then took further action to appoint other members to fill vacancies created by the designation of HART as secretary-treasurer.<sup>12</sup> No other action was taken at this meeting; in particular, the minutes do not record that a lawyer attended or addressed the board.

6. Joint Council 7, of which Aloise had been principal officer before his suspension, took similar action to declare his position vacant and elevate sitting executive board members to higher positions.<sup>13</sup> HART was added to the joint council executive board by February 2018 to fill a seat made vacant by this action.<sup>14</sup>

7. On January 19, 2018, on request from Aloise and his counsel, IRO Jones clarified her suspension order, stating her intent “to prohibit Mr. Aloise from being employed by or consulting for (whether paid or unpaid) any affiliate entity of the Teamsters as that word, ‘affiliate,’ is used in the normal course. Meaning, any entity officially attached or connected to the Teamsters, such as pension, welfare or benefit fund or the like.”<sup>15</sup> The IRO’s suspension order as clarified barred Aloise from holding any position with the Teamsters Union or affiliate, whether elected or appointed, paid or unpaid, and from consulting with any affiliate.

8. Use of suspension as a disciplinary penalty under the Consent Decree has been endorsed by the Court. Thus:

Suspension is one of the most useful penalty options available under the Consent Decree. Properly enforced, it allows the removal of individuals from officer or trusteeship positions in the Union where they may be disserving the membership and undermining the IBT Constitution and, indeed, the Union itself. The

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<sup>11</sup> Exh. 9, Local Union 853 executive board meeting minutes, 1/5/2018.

<sup>12</sup> *Id.*

<sup>13</sup> Exh. 10, Joint Council 7 executive board meeting minutes, 1/10/2018. These minutes, at p. 5, ratify action taken by board conference call held 1/4/2018 that filled the Aloise vacancy. That action left one vacancy on the executive board, subsequently filled with the appointment of HART.

<sup>14</sup> Exh. 11, Joint Council 7 executive board meeting minutes, 2/28/2018. No minutes record the action of adding HART to the executive board; Exh. 11 is the first record listing him as a board member.

<sup>15</sup> Exh. 12, IRO letter, 1/19/2018.

availability of suspension as a sanction in IBT disciplinary matters lends to the Consent Decree credibility and respect, and sends to the membership the message that its union is under the direction of honest officials that respect the IBT Constitution. By contrast, the suspension that is enforced only in form undermines the Consent Decree and sends the message to the membership that dishonest IBT officials are immune from the law. Moreover, the spectacle of a suspension that has become a caricature of itself deflates the morale and dampens the zeal of those who attempt to live within the law and work within the rules.

The suspended IBT official must approach his suspension with a grave sense of respect. He must accept its provisions not only in form but also in substance and spirit.

*United States v. International Brotherhood of Teamsters (Friedman)*, 838 F.Supp. 800, 809 (S.D.N.Y. 1993) (Edelstein, J.).<sup>16</sup>

9. Within days after IRO Jones suspended Aloise in December 2017, Aloise was instructed by IBT General Counsel Bradley Raymond that he “need[ed] to be extremely circumspect,” that “association socially is all that is allowed.” Raymond wrote, “I was very emphatic that he needs to be very careful to keep himself from any situation that could be regarded as questionable,” that the “best thing for him would be to just take two years off and be quiet,” and that “showing up at Unity [Conference], or other Union functions could get him into trouble, since it will be presumed that he is involving himself in union business affairs.”<sup>17</sup>

10. The General Counsel advised others concerning the import of the IRO suspension order:

What this means is that it is permissible for members to communicate with Brother Aloise about purely social matters, such as holiday or birthday greetings and the like. That said, I must caution that care should at all times be taken to avoid interactions with Brother Aloise that could be alleged to violate the suspension Judge Jones imposed. Conversations with Brother Aloise about Union affairs,

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<sup>16</sup> Exh. 13. *Friedman*. Under paragraph 49 of the Final Agreement and Order, Exh. 1, *supra*, “All matters of construction and interpretation of the Consent Decree ... and obligations imposed upon members under the IBT Constitution shall continue to be governed by the decisional law established in this action by the Independent Administrator, the IRB, ... this Court, and the United States Court of Appeals for the Second Circuit.”

<sup>17</sup> Exh. 14, email of General Counsel Bradley Raymond to Leah Ford, Executive Assistant and Counsel to IBT General Secretary-Treasurer, 12/27/2017 (redacted of extraneous material).

Union politics and Union business should be avoided during the two year period of his suspension.<sup>18</sup>

11. The advice of the IBT's General Counsel was consistent with and indeed mandated by the Court's long-established opinion in *Friedman* decision, cited above in paragraph 8. Judge Edelstein instructed:

The suspended IBT official must approach his suspension with a grave sense of respect. He must accept its provisions not only in form but also in substance and spirit. Those around him must share this sense of respect and do everything within their power to see that the suspension is truly effectuated. Indeed, a suspension is not a matter of concern solely to the suspended individual, but also to the IBT community around him. Thus, when an IBT member is suspended from holding any officer or trusteeship position with the Union, but is permitted to retain his membership in the IBT, the suspended individual is afforded the opportunity to remain a member of the IBT in return for the covenant that he and his IBT community will scrupulously abide by the terms of the suspension. A violation of the suspension is a breach of this covenant, and merits the imposition of a more serious penalty.

*U.S. v. IBT (Friedman)*, 838 F.Supp. at 809.<sup>19</sup>

12. *Friedman* echoed Independent Administrator Frederick Lacey's instructions in *Yontek* (June 21, 1993), pp. 22-23, viz.

“[O]nce an individual is suspended from all IBT-affiliated Union positions, he must not seek to exert any measure of authority over the Union. He must not put any pressure, no matter how subtle, upon those who have learned to follow his lead. He must not seek to give direction of any type to any IBT body, no matter what the means. In short, he must not in any way attempt to give the impression, either to the Union leadership or membership, that he still retains any power of any sort.

It is the duty of all IBT officials to take every reasonable step to prevent a suspended or barred individual from violating this standard. This duty is an affirmative one; acquiescence in the face of a violation of a suspension order or a statutory debarment is a violation of that duty. In sum, 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.<sup>20</sup>

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<sup>18</sup> Exh. 15, email of Raymond to Ford, 1/3/2018.

<sup>19</sup> Exh. 13, *Friedman*.

<sup>20</sup> Exh. 16, *Yontek*.

13. A member or union official is required to take affirmative steps to prevent a suspended official from violating his suspension, whether by reporting the violation to the Independent Investigations Officer, protesting the suspended official's intrusion in local union affairs, or refusing to meet or speak with the suspended official. *Yontek*, pp. 24-25.<sup>21</sup> A union official who knowingly permits the suspended official to violate his suspension, even through acquiescence or sitting idly by, violates his obligation under the IBT constitution and the Final Order. *Id.* at 25.

14. Aloise's suspension commenced December 22, 2017, and ran through December 22, 2019. Far from taking "affirmative steps to prevent [Aloise] from violating his suspension," HART repeatedly and pervasively breached his obligations under the IBT constitution by enabling and welcoming Aloise's continued leadership of the union. For example, HART actively facilitated efforts by Aloise to remain heavily involved in Local Union 853's efforts to organize non-union bargaining units. Thus,

- a. HART relied on Aloise to draft flyers to be used to solicit support among workers;<sup>22</sup>
- b. HART relied on Aloise to draft a letter to be distributed to employers who paid their drivers substandard wages;<sup>23</sup>
- c. HART consulted with Aloise about creating a Drivers' Guild for rideshare drivers;<sup>24</sup>

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<sup>21</sup> *Id.*

<sup>22</sup> Exh. 17, Aloise email to HART *et al.* sent 1/2/2018, attaching flyer to be used to appeal to UNFI drivers; Exh. 18, Aloise email to HART *et al.* sent 6/15/2018 to be used to appeal to Hallcon, Compass, and WeDriveU drivers concerning pensions; Exh. 19, Aloise email to HART *et al.* sent 3/14/2019, attaching flyer to be used to appeal to WeDriveU-Google drivers. All 3 emails used Aloise's official Local Union 853 email address. HART stated under oath that each email Aloise sent contained information about organizing; "[t]hat's why it was sent to the organizer." Exh. 51a, p. 1384.

<sup>23</sup> Exh. 20, Aloise email to HART *et al.*, sent 10/19/2018, attaching letter Aloise drafted.

<sup>24</sup> Exh. 21, Aloise email to HART *et al.* sent 8/9/2018.



- d. Aloise advised HART to use a NY Times article on the benefits of unionizing when organizing;<sup>25</sup>
- e. HART and Aloise consulted about which transportation employer to target in an organizing campaign;<sup>26</sup>
- f. HART consulted with and received advice from Aloise on jurisdictional disputes with other unions concerning organizing.<sup>27</sup>

In these actions, HART relied on Aloise as the principal driver of organizing activities within Local Union 853. In this role, Aloise continued “to exert ... authority over the Union,” over “those who have learned to follow his lead,”<sup>28</sup> and HART welcomed Aloise’s input.<sup>29</sup> HART did not “do everything within [his] power to see that the suspension [was] truly effectuated.”<sup>30</sup>

15. With HART’s encouragement, Aloise remained intimately involved not merely with organizing but with collective bargaining for Local Union 853’s members as well. No better example of this point exists than the shuttle bus industry, which HART described as “Rome’s baby.”<sup>31</sup> Aloise’s suspension precluded him from preparing for or participating in negotiations for the 2018 successor collective bargaining agreement, and HART and two business agents had to fill Aloise’s role. HART stated that this negotiation was “the one matter about which I felt least prepared during my two years as principal officer.”<sup>32</sup> HART and the business agents “all were a

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<sup>25</sup> Exh. 22, Aloise email exchange with HART on 7/25/2018.

<sup>26</sup> Exh. 23, Aloise email to Local Union 853 staff, sent 9/29/2018, suggesting organizing campaign against MV Transportation.

<sup>27</sup> Exh. 24, Aloise email to HART *et al.* sent 2/5/2018 with advice re: proposed Labor Peace Agreement with UFCW concerning cannabis workers; Exh. 25, Aloise email chain with HART *et al.* sent 3/20/2018 advising that ATU is not competing for WeDriveU employees; Exh. 26, Aloise email chain with HART *et al.* sent 5/19/2018 concerning raid on UE members.

<sup>28</sup> Exh. 16, *Yontek*, p. 22.

<sup>29</sup> See, e.g., Exh. 22, *supra*: HART: “Good idea...” Aloise: “I have one now and again...”

<sup>30</sup> Exh. 15, *Friedman*, 838 F.Supp. at 809.

<sup>31</sup> Exh. 51b, HART declaration, p. RA-0429.

<sup>32</sup> *Id.*

little ‘green’ as to the industry and felt Rome’s absence. ... [I]n 2018 [the business agents] and I did reach out to Rome. ... The contacts with Rome about the shuttle bus drivers were because we needed ... ‘historical context’ or his opinion on how to put pressure on the employers, etc.”<sup>33</sup> In addition, HART invited Aloise to speak at a meeting of drivers to persuade them of the merits of particular bargaining strategy.<sup>34</sup> In other contract negotiations, HART relied on Aloise’s continued involvement, which ranged from developing bargaining strategies,<sup>35</sup> gathering information necessary for bargaining,<sup>36</sup> drafting communications for bargaining unit members,<sup>37</sup> speaking at bargaining unit meetings,<sup>38</sup> drafting communications for secondary employers in contract disputes,<sup>39</sup> reviewing proposed contract terms,<sup>40</sup> drafting contract terms,<sup>41</sup> communicating

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<sup>33</sup> *Id.* HART elaborated that Aloise did not draft proposals or attend bargaining sessions in the shuttle bus negotiations. However, he “provided background and some suggestions, each of which I evaluated, rejected, changed or a few times even followed.” *Id.*, p. RA-0430.

<sup>34</sup> *Id.*, p. RA-0430 (“I urged him to attend” to speak to a pension issue “neither [the business agents] nor I felt comfortable explaining.”)

<sup>35</sup> Exh. 27, Aloise email to HART, sent 2/9/2018, on bargaining strategy for Compass. Exh. 28, Aloise email to HART sent 7/13/2018 directing him to schedule bargaining dates with San Francisco Chronicle; Exh. 29, Aloise email to HART *et al.*, sent 12/26/2018, re: bargaining strategy at Levi’s Stadium.

<sup>36</sup> Exh. 30, Aloise email to HART, sent 11/8/2018, seeking employer contribution information to fund; Exh. 31, Aloise email to HART, sent 6/19/2018, updating him re: labor relations with Golden State Warriors; Exh. 32, Aloise and HART exchange, sent 10/19/2018, concerning status of Hallcon bargaining.

<sup>37</sup> Exh. 33, Aloise email to HART *et al.* sent 6/13/2018, directing union staff to prepare a document for distribution to Hallcon and WeDriveU members comparing bargaining proposals of union and management; Exh. 34, Aloise email to HART *et al.* sent 6/15/2018, approving for distribution the flyer prepared according to his instructions; Exh. 35, Aloise email to HART *et al.* sent 8/23/2018, attaching flyer to be distributed in response to management communication about negotiations; Exh. 36, Aloise email to HART *et al.*, sent 11/2/2018, directing that information be sent to ready mix drivers.

<sup>38</sup> Exh. 37, Aloise email to HART *et al.* sent 8/15/2018 agreeing to speak at bargaining unit event and asking for information on employer bargaining proposal.

<sup>39</sup> Exh. 38, Aloise email to HART *et al.* sent 6/17/2018 containing flyer to be distributed to employers serviced by bus drivers. See also Exh. 39, sent same date to same effect.

<sup>40</sup> Exh. 40, Aloise email to HART, sent 5/9/2019, re: contract language at DBI Transfer.

<sup>41</sup> Exh. 41, Aloise email to HART *et al.* on 9/14/2018, containing memorandum of understanding he drafted for employer of Local Union 853’s members and directing that HART sign it.

and meeting with management representatives,<sup>42</sup> organizing strike actions,<sup>43</sup> and administering the contractual grievance procedure.<sup>44</sup> Far from objecting to Aloise's involvement, HART relied on it. As HART put it: "I asked Rome numerous things [during the suspension]. ... I called Rome and I picked his brain about different things. We had conversations on everything from the East Bay company that needed a letter of understanding, to mostly about the shuttle bus industry, lots about the shuttle bus industry. As things come up, I would call Rome and ask him. ... There is no question that I talked to Rome during his suspension."<sup>45</sup>

16. HART welcomed Aloise's continued involvement during his suspension in organizing and bargaining and, as evidence showed, in local union administration as well. Aloise gave and HART took advice in this sphere, from consequential to mundane. Thus, Aloise, 15 months into his two year suspension, instructed HART that Rodney Smith, a business agent for Local Union 853, was to be assigned to the Levi's Stadium bargaining unit, "not anywhere else, to be clear."<sup>46</sup> This was not the first direction Aloise gave during his suspension with respect to Smith; in May 2018, Aloise

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<sup>42</sup> Exh. 42, Aloise email to HART, sent 9/7/2018, enclosing CBA proposal for Levi's Stadium received from management representative; Exh. 43, Aloise email to HART, sent 9/7/2018, reporting on bargaining exchange Aloise had with Transdev representative concerning pension.

<sup>43</sup> Exh. 44, Aloise email to reporter for San Francisco Chronicle, sent 6/12/2018 with copy to HART, inviting reporter to attend strike vote for drivers of Facebook and Google employees. Email was sent from Aloise's official Local Union 853 email address. See also Exh. 45, Aloise email to HART *et al.*, sent 8/15/2018, giving direction on picket action; Exh. 46, Aloise email to HART, sent 10/18/2018, directing that picket supporters be deployed; Exh. 47, Aloise email to HART, sent 11/2/2018, suggesting strike; Exh. 48, Aloise email to HART *et al.*, sent 12/9/2018, directing support for picket action.

<sup>44</sup> Exh. 49, Aloise email, sent 8/2/2018, of last chance letter he drafted to settle discharge grievance of Local Union 853 member at East Bay Restaurant Supply; Exh. 50, Aloise email to HART, sent 6/12/2018, resolving an employer's delinquency in making trust fund payments required by contract (Aloise: "I made some calls.")

<sup>45</sup> Exh. 51a, excerpt of HART testimony at Aloise *de novo* hearing, vol. IX, p. 1332, 4/27/2021.

<sup>46</sup> Exh. 52, Aloise email to HART *et al.*, 2/17/2019. Aloise's email was preceded by an email from business agent Effie Arnolfo that concerned "Tuesday's meeting." Arnolfo asked HART, "Should Rodney [Smith] be there on Tuesday, as he will be the business agent (per Rome) once we get a deal?"

directed Smith to respond to potential members about organizing UE members.<sup>47</sup> Aside from giving staffing directions concerning business agent Smith, Aloise suggested to HART that the local union conduct sexual harassment training,<sup>48</sup> and he informed HART about the U.S. Supreme Court's decision in *Janus v. AFSCME*, 138 S.Ct. 2448 (2018), concerning payment of agency fees by public sector employees.<sup>49</sup> Aloise participated in evaluating the local union's proposed investment in a building to house its offices,<sup>50</sup> and HART consulted with him about it.<sup>51</sup> HART consulted with Aloise about the scope of funds coverage.<sup>52</sup> Of less consequence, HART relied on Aloise for advice as to whom to contact at IBT headquarters,<sup>53</sup> how to submit proposed bylaws changes for approval,<sup>54</sup> how a business agent should announce his leave of absence,<sup>55</sup> and the decision for the local union to buy t-shirts.<sup>56</sup> Most often, HART sought out the advice; he did not instruct Aloise to cease his contact and abide by the terms of his suspension.

17. Aloise remained involved in political activities for public officials where the union and its members stood to benefit, all with HART's approval. Thus, Aloise kept HART informed of his

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<sup>47</sup> Exh. 53, Aloise email exchange with Smith, 5/4/2018. ALOISE to SMITH: Have you responded to this [about organizing]? SMITH to ALOISE: No, I have not responded. Please draft the appropriate response. ALOISE to SMITH: I sent you one yesterday but you need to start stepping up and start responding to potential members. Nothing long or detailed but you need to do it. SMITH to ALOISE: ...The emails were sent to connections [the local union's general email box]. Suggestion, maybe an official could respond to UE executive board, not Rodney Smith. Rome, actually I work my Ass off for the organization, I feel as if you "just slapped me in my face." I truly believe I go above and beyond the call of duty. ALOISE to SMITH: Why? By telling you what you need to do? You need to stop talking about all you do, stop worrying about it and do what you do. ...

<sup>48</sup> Exh. 54, Aloise email exchange with HART, 1/9/2019, re: sexual harassment training at Local Union 853 and the trainer the local union should use. HART and Aloise consulted as to which person should lead the training.

<sup>49</sup> Exh. 55, Aloise email to HART, 6/28/2018, re: *Janus* decision.

<sup>50</sup> Exh. 56, Aloise email to HART, 3/12/2019, re: proposed purchase of 7730 Pardee building.

<sup>51</sup> Exh. 57, HART email to Aloise, 4/1/2019, re: operating agreement for 7730 Pardee building.

<sup>52</sup> Exh. 58, Aloise email to HART, 7/26/2018, re: scope of Hayward fund coverage.

<sup>53</sup> Exh. 59, Aloise email to HART *et al.*, 1/7/2018, re: who to contact at IBT headquarters.

<sup>54</sup> Exh. 60, Aloise email to HART *et al.*, 3/14/2018, re: submission of proposed bylaws changes to IBT.

<sup>55</sup> Exh. 61, Aloise email to HART, 12/3/2018, re: local union business agent on leave.

<sup>56</sup> Exh. 62, Aloise email to HART, 7/10/2018, re: local union purchase of t-shirts.

efforts to organize a political action committee concerning California road and bridge safety,<sup>57</sup> an issue important to drivers represented by the local union. Aloise asked HART to provide union support on an energy initiative,<sup>58</sup> which potentially could affect jobs of local union members. At HART's request, Aloise attended a political event in support of San Francisco Acting Mayor London Breed, who was running in (and would win) a special election for mayor of that city;<sup>59</sup> union support for a winning candidate for public office often redounds to the benefit of the union's members. And Aloise instructed HART to send Teamsters to a briefing on legislative initiatives in the energy sector that might cause job losses.<sup>60</sup>

18. Although IBT General Counsel Raymond warned that “[c]onversations with Brother Aloise about Union affairs, Union politics and Union business should be avoided during the two year period of his suspension,”<sup>61</sup> Aloise remained heavily involved in the internal union politics of Joint Council 7, where HART was an executive board member. There, Aloise gave advice on how to deal with Marty Frates, his political opponent in the joint council.<sup>62</sup> Aloise urged distribution of an anti-Frates and anti-TDU flyer at a joint council “Day at the Ballpark” social event.<sup>63</sup> Aloise collaborated with HART and others to have Frates removed as chair of the NorCal

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<sup>57</sup> Exh. 63, Aloise email to HART, 10/5/2018, re: PAC to oppose California Prop 6 concerning Road & Bridge Safety.

<sup>58</sup> Exh. 64, Aloise email to HART, 4/4/2019, asking to have materials of Energy4Us sent out.

<sup>59</sup> Exh. 65, Aloise email, 5/24/2018, responding to HART message about Breed event.

<sup>60</sup> Exh. 66, Aloise email to HART, 4/16/2019, re: “exporting California blue-collar jobs.”

<sup>61</sup> Exh. 15, email of Raymond to Ford, 1/3/2018.

<sup>62</sup> Exh. 67, Aloise email to HART *et al.*, 3/25/2018, re: Frates; Exh. 68, Aloise email to HART *et al.*, 7/23/2018, giving instructions on Frates's request for joint council meeting agenda.

<sup>63</sup> Exh. 69, Aloise email to HART *et al.*, 7/19/2018, re: ballpark flyer. The flyer, which Aloise drafted, read in part: “We have NEVER politicized this event and never tried to bring in candidates FROM either state and local politics and especially not Teamster politics. . . . Unfortunately, now, one Principal Officer, Marty Frates, decided, without authorization to bring in an announced candidate for General President (three years before the election) to our Day at the Game. He did [not] check with anyone, get permission from anyone and completely has disrespected ALL OF THE OTHER LOCALS AND THEIR MEMBERS BY THIS BLATANT ATTEMPT TO INSERT POLITICS INTO AN EVENT THAT HAS PURPOSELY BEEN KEPT FREE OF ANY POLITICS.” (Emphasis in original.)

UPS grievance panel,<sup>64</sup> which included Aloise's draft of a mock political flyer supporting Frates.<sup>65</sup> On other internal union political issues, HART informed Aloise of a request by a local union within Joint Council 28 to affiliate with a different joint council because of political issues.<sup>66</sup> Aloise attended the summer 2019 Joint Council 7 event in Lake Tahoe Nevada.<sup>67</sup>

19. Rick Hicks, president of neighboring Joint Council 28, took seriously the obligations all Teamsters had to insure that Aloise complied with the terms of his suspension. When Hicks learned that Aloise planned to attend a meeting of the Western Conference of Teamsters Pension Trust Meeting in late September 2018, he first prevailed on the union chair of the trust, Chuck Mack, to insist that Aloise not be permitted to attend. Aloise's participation in the meeting there would violate Judge Lacey's instructions in *Yontek* (The suspended individual "must not seek to give direction of any type to any IBT body, no matter what the means. ... [A]ll IBT officials in a position to do so must take positive steps toward ensuring that a suspension order ... is effectively implemented."<sup>68</sup>) Aloise's consultation with the trustees at the meeting would also violate IRO Jones's instructions that Aloise "shall not be permitted to be employed by or consult (in a paid or unpaid capacity) for any health, benefit, welfare or like fund affiliated, associated or connected to the IBT for two years from the date of the Order."<sup>69</sup> Mack refused, prompting Hicks to write the

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<sup>64</sup> Exh. 70, emails sent 8/6/2018 and thereafter to arrange meeting at Local Union 853 to address Frates issue. Meeting arranged to accommodate Aloise's schedule.

<sup>65</sup> Exh. 71, Aloise email to HART *et al.*, 8/15/2018, mocking Frates' effort to be elected to Joint Council 7 board. The mock flyer Aloise drafted, purportedly from Frates, announced his candidacy for president of the joint council, stating in part: "Because I am old and haven't accomplished anything in all the years I have worked as an official, I think I am eminently qualified."

<sup>66</sup> Exh. 72, HART email to Aloise, 10/9/2018, re: Local Union 117 request to disaffiliate from Joint Council 28.

<sup>67</sup> Exh. 73, Aloise email to HART *et al.*, 4/16/2019, re: travel arrangements to Lake Tahoe. Aloise's attendance at such union functions was directly contrary to General Counsel Raymond's advice that "showing up at ... Union functions could get him into trouble, since it will be presumed that he is involving himself in union business affairs." Exh. 14, Raymond email to Ford, 12/27/2017.

<sup>68</sup> Exh. 16, *Yontek*, pp. 22-23.

<sup>69</sup> Exh. 12, IRO letter, 1/19/2018.

following to all local union officers, business agents, and staff in Joint Council 28, canceling the meeting.<sup>70</sup> Hicks' action was consistent both with *Yontek* and *Friedman*, as well as IBT General Counsel Raymond's instructions ("[C]are should at all times be taken to avoid interactions with Brother Aloise that could be alleged to violate the suspension Judge Jones imposed. Conversations with Brother Aloise about Union affairs, Union politics and Union business should be avoided during the two year period of his suspension."<sup>71</sup>). Aloise's reaction to Hicks's cancellation was one of ridicule. He emailed HART and other members of the Joint Council 7 executive board that Hicks's action was "[t]he height of idiocy,"<sup>72</sup> elaborating that "I don't know if I am more pissed, or hurt or disgusted by this. And unfortunately the total lack of balls of those locals up there."<sup>73</sup> At Aloise's suggestion, HART promised to phone union chairman Mack in support of his decision to permit Aloise to attend the meeting. Joint council president Hawley and HART attacked Hicks in messages to Aloise (Hawley: "What a self serving asshole." HART: "We don't know how many really agree with that asshole. He's just a fucking bully."<sup>74</sup>). Aloise's mix of emotions ("pissed," "hurt," "disgust") settled quickly to anger and a desire to get back at Hicks for his unwillingness to acquiesce to Aloise's continued involvement in Teamster business while suspended. Aloise found a convenient vehicle for his retaliation scheme in La Raza.

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<sup>70</sup> Exh. 74, Hicks memo to Joint Council 28 officers & staff, 9/18/2018:

I have been approached by several of you with your concerns regarding Rome Aloise attending the Western Conference of Teamsters Pension Trust meeting next week. I will not put you in this uneasy position. I have told Chuck Mack that as the Union Chairman, he could insist that Rome does not attend but he is unwilling to do so.

Please be advised that the Western Conference of Teamsters Pension Trust meeting scheduled for September 27, 2018 at the Tukwila Teamsters Building has been cancelled due to Rome Aloise's insistence on attending.

Therefore, in a show of solidarity, we are asking no Joint Council Officer or Agent participate. Thank you for your understanding.

<sup>71</sup> Exh. 15, email of Raymond to Ford, 1/3/2018.

<sup>72</sup> Exh. 75, Aloise email to HART *et al.*, 9/18/2018, 10:57 a.m.

<sup>73</sup> Exh. 76, Aloise email to HART *et al.*, 9/18/2018, 11:49 a.m.

<sup>74</sup> Exh. 77, email chain Hawley to Aloise and executive board, 9/18/2018, 8:34 p.m.; HART email to Aloise, 9/18/2018, 11:58 p.m.

20. The board of Instituto Laboral De La Raza, a non-profit serving the working poor, nominated Hicks on September 5, 2018 to receive its National Labor-Community Leadership Award for 2019. Sarah Shaker, La Raza's executive director, formally invited Hicks to receive the award by letter dated September 17, 2018.<sup>75</sup> When Hicks canceled the pension meeting on September 18 because of Aloise's plan to attend it, Aloise orchestrated a campaign to have La Raza withdraw its honor of Hicks. On October 2, Rudy Gonzalez, a Teamster official who also served as La Raza treasurer and board member, spoke with La Raza board member and retired Teamster Freddy Sanchez, who had nominated Hicks, urging him to withdraw the nomination. The same day, Gonzalez emailed the La Raza board insisting that the Hicks honor be withdrawn.<sup>76</sup> On October 3, Aloise spoke with Sanchez and immediately relayed his conversation with Sanchez to Gonzalez. Aloise texted: "Talked to Freddy, I told him I don't want the Instituto to get hurt, but given the actions of Hicks last week, the dinner won't get one penny from Teamsters in JC7 and I will make it my personal mission to kill other unions from participating and any other JC. I would suggest that Jaime [Gonzalez, La Raza president] pull the nomination and make whatever excuse he has to to Hicks. He can use last week[']s actions to justify it."<sup>77</sup> In the face of this threat to its annual fundraiser, the La Raza board voted October 4 to rescind Hicks's award. Sarah Shaker, executive director of the Instituto, informed Hicks that the award was withdrawn because "we are

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<sup>75</sup> Exh. 78, Shaker letter to Hicks, 9/17/2018.

<sup>76</sup> Exh. 79, Gonzalez email to La Raza board, 10/2/2018. Gonzalez wrote: "I regret to inform you all that Mr. Rick Hicks has made political decisions that will now put Instituto and our annual fundraiser in the middle of an internal fight of the International Teamsters and perhaps more importantly, the Joint Council that represents Northern California. We literally cannot afford to have the Instituto placed in the middle of a controversy. Freddy [Sanchez] and I spoke tonight and he is asking Hicks to withdraw tomorrow."

<sup>77</sup> Exh. 80, Aloise text message to Rudy Gonzalez, 10/2/2018. Aloise repeated the gist of his comments to Gonzalez in an email a half hour later, adding Hicks "was hugely unpopular before this stupid stunt and now he is despised and laughed at. Tony Andrews from JC38 Oregon won't support him and I will do a job on him in JC42, Steve Vairma hates him. Wrong candidate. I don't want to hurt the Instituto, but if they follow through they will never get our support again. ... I would appreciate it if you didn't share this email." Exh. 81, Aloise email to Gonzalez, 10/2/2018.



concerned that we would be injecting our worker center into the midst of a controversy within an International Union.”<sup>78</sup> Aloise’s threat of financial harm to La Raza should it bestow its honor on Hicks had the desired effect. When Aloise informed the Joint Council 7 executive board that La Raza had withdrawn Hicks’s honor, the news was met positively. HART replied, “Campaign Material!;” Hawley added, “I love it.”<sup>79</sup>

21. On February 14, 2020, some 7 weeks after Aloise’s suspension ended, the IIO brought charges against him for violating his suspension. Specifically, the IIO charged Aloise with maintaining influence and control over Local Union 853, Joint Council 7, and the IBT by participating in and advising and instructing others with respect to organizing, bargaining, political, and administrative activities on behalf of Local Union 853, Joint Council 7, and the IBT. Further, the IIO charged Aloise with causing harm to another member, Hicks, in retaliation for Hicks’s good faith efforts to comply with the suspension order. By these and other acts, the IIO alleged that Aloise brought reproach upon the IBT, violated his oath under the IBT constitution, and caused harm to another member. After *de novo* hearing, IRO Jones found that the following offenses had been proved:

- (1) Mr. Aloise brought reproach upon the union and violated his membership oath by threatening a charitable organization with financial harm, retaliating against a member for exercising his rights under the IBT Constitution, and knowingly harming a fellow member, in violation of Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (10);
- (2) Mr. Aloise violated the Disciplinary Decision by directing, instructing, and attempting to influence Teamster officers and members on union matters, and presenting himself as a figure of authority, and thereby brought reproach upon the union, violated his membership oath, and interfered with the union’s performance of its legal obligations, in violation of the IBT Constitution, Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (5); and

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<sup>78</sup> Exh. 82, Shaker letter to Hicks, 10/4/2018. In the email Shaker used to transmit the letter, she wrote Hicks: “Rick – I am so sorry. My Board, which includes teamsters, has advised that we cannot proceed with our invite to you because of the danger of potential backlash directed at our nonprofit by ranks of Teamsters.” Exh. 83, Shaker email to Hicks, sent 10/5/2018.

<sup>79</sup> Exh. 84, Aloise email chain with Joint Council 7 board, 10/5/2018.

(3) Mr. Aloise brought reproach upon the union, violated his membership oath, and threatened to retaliate against a fellow Teamster for exercising her rights under the IBT Constitution in violation of IBT Constitution Article II, Section 2(a), Article XIX, Sections 7(b)(2) and (10). Additionally, Mr. Aloise brought reproach upon the union by calling a former IBT member a “rat” in violation of IBT Constitution, Article II, Section 2(a), and Article XIX, Section 7(b)(2).<sup>80</sup>

22. HART gave sworn testimony in the *de novo* hearing on the charges the IIO brought against Aloise for violating his suspension. HART was required to provide truthful evidence. In the following respects, among others, HART gave false evidence:

- a. HART falsely asserted that he was permitted under the suspension order to consult Aloise for “historical perspective” when he was not;<sup>81</sup>
- b. HART falsely asserted that his consultations and communications with Aloise during the period of suspension was limited to “historical perspective” when they were not,<sup>82</sup>

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<sup>80</sup> Exh. 85, IRO opinion, p. 36, 10/7/2021.

<sup>81</sup> *Cf.*, Exh. 51, Hart sworn testimony at *de novo* hearing, vol. IX, p. 1513 (“It was very clear that Rome could talk about Teamster business, he could give us historical stuff, he could give us names of people to call to run something down and et cetera. But he could never – he could never direct us, but he could give us information.”) with Exh. 85, IRO opinion, pp. 18-19 (“Mr. Aloise contends that he complied with the terms of his suspension because he was merely acting as a rank and file member and, beyond that, only provided ‘historical perspectives’ on union matters. I disagree. As stated in Mr. Aloise’s own brief, ‘[o]fficers and business agents have clearly defined responsibilities that rank-and-file members do not.’ Additionally, contrary to Mr. Aloise’s arguments, the Disciplinary Decision did not provide an exception to the terms of his suspension for providing ‘historical perspectives.’ But, even if the Disciplinary Decision were to be read to include such an allowance, I find that Mr. Aloise’s communications and conduct were not nearly so limited. Mr. Aloise continued to involve himself in union affairs as if he were still an officer, not a rank and file member, and not simply by providing the benefit of a ‘historical perspective.’ His claim that his conduct was merely that of an IBT member is disingenuous.” [citations to record omitted]). For these reasons and others, HART similarly cannot prove his affirmative defense that he relied on advice of counsel to justify his extensive involvement with Aloise during the suspension period.

<sup>82</sup> *Id.*

- c. HART falsely denied that Aloise was in control of and used his official Local Union 853 email address during the period of suspension when HART knew the contrary was true;<sup>83</sup> and
- d. HART falsely denied that Aloise was not involved in the appointment of Rodney Smith as business agent for the Levi's Stadium bargaining unit.<sup>84</sup>

23. By permitting, empowering and enabling Aloise to exercise authority that the IRO's suspension order barred him from, HART's actions and omissions during the period of Aloise's two-year suspension, as detailed in paragraphs 14 through 20, above, constituted a failure to cooperate with the independent disciplinary process required by the Final Order and the IBT constitution and thereby brought reproach upon the IBT and violated his oath as member and officer, as alleged in the First Charge. By providing material evidence under oath in the Aloise investigation he knew to be false, and doing so for the purpose of misleading IRO Jones about the nature and extent of Aloise's misconduct, HART failed to cooperate with the independent disciplinary process of the Final Order and the IBT constitution and thereby brought reproach upon the IBT and violated his oath as member and officer, as alleged in the Second Charge.

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<sup>83</sup> Cf. Exh. 51, Hart sworn testimony at *de novo* hearing, vol. IX, p. 1380 ("Rome did not control the email account. Jennifer Payne was the person with access to that account.") with email Aloise sent from his official union email account, Exhs. 17 (sent 1/2/2018 re: UNFI organizing flyer), 18 (sent 6/15/2018 re: pension organizing flyer), 25 (sent 3/20/2018 re: ATU non-compete), 42 (sent 9/7/2018 re: Levi's CBA proposal), 44 (sent 6/12/2018 inviting reporter to meeting), 55 (sent 6/28/2018 re: *Janus* court decision), 60 (sent 3/14/2018 re: local union bylaws), 62 (sent 7/10/2018 re: purchase of t-shirts).

<sup>84</sup> Cf., Exh. 52, Aloise email re: Smith assignment (Smith "to be Levi BA, not anywhere else, just to be clear"), 2/19/2019, with Exh. 51a, HART sworn testimony, pp. 1456-1457 (Aloise's email is "clarifying ... he's clarifying that – that Levi is the only – not directed him.")

***B. Findings of Fact relevant to Third Charge***

24. The bylaws of Local Union 853 require that expenditures of local union funds in excess of \$10,000 be approved by the membership.<sup>85</sup> Membership approval of such expenditures must be obtained before the expenditures are made.<sup>86</sup>

25. On multiple occasions during which HART was a member of the executive board of Local Union 853, whether as president or as secretary-treasurer, he permitted expenditures of union funds to be made without obtaining approval required by the bylaws. Examples include but are not limited to the following:

- a. Payment of severance in excess of \$10,000 to former business agent Rodney Smith without membership approval at any time;<sup>87</sup>
- b. Payment of severance in excess of \$10,000 to former office clerical Jan Johnson without membership approval at any time;<sup>88</sup>

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<sup>85</sup> Exh. 3, Local Union 853 bylaws, Art. VIII, Section 5(f) (“The Executive Board may make expenditures up to Ten Thousand Dollars (\$10,000.00) without membership approval and for amounts in excess of Ten Thousand Dollars (\$10,000.00) membership approval is required.”)

<sup>86</sup> *Id.* The bylaws permit expenditure of union funds without prior approval of any body only for amounts less than or equal to \$5,000. Thus, “The Secretary-Treasurer may take such action as in his judgment will further the best interests of the Union and its members, which action shall include, but not be limited to, the expenditure of monies for such purposes, up to Five Thousand Dollars (\$5,000.00) without prior Executive Board approval, and which shall be approved by the Executive Board subsequent to the expenditure.” Art. VIII, Section 3(j), in relevant part. This is the only provision permitting expenditure of funds without prior approval.

<sup>87</sup> Exh. 86, Local Union 853 executive board phone poll approval of Rodney Smith severance, 1/7/2021. The severance agreement terminated Smith’s employment “effectively immediately, but allows for future wage and benefit payments through October 2021.” As such, the value of the severance far exceeded \$10,000 and therefore required membership approval.

<sup>88</sup> Exh. 87, Local Union 853 executive board meeting minutes and phone poll approving Jan Johnson severance, 7/8/2021. The agreement terminated Johnson’s employment but continued “wages, health and welfare and pension” until “the end of 2021,” with “total cost to be in the \$50,000 range.”

- c. Payment of \$25,000 to Alameda County Central Labor Council in support of its “Unionist of the Year” event, without membership approval at any time;<sup>89</sup>
- d. Payment of \$15,000 to Alameda County Central Labor Council, without executive board or membership approval in advance of the expenditure;<sup>90</sup> and
- e. Purchase of hooded sweatshirts and duck jackets, without membership approval.<sup>91</sup>

General membership approval of these and other expenditures, given months or years after the dates the monies were expended,<sup>92</sup> did not cure the bylaws violation, all of which occurred while HART was a member of the executive board.

26. After *de novo* hearing, IRO Jones concluded that Aloise had violated the terms of the suspension she previously imposed.<sup>93</sup> In a subsequent order, IRO Jones held as follows: “While an officer of the IBT, Mr. Aloise has consistently demonstrated an inability to comply with the IBT’s rules and with orders from the Independent Disciplinary Officers. Accordingly, Mr. Aloise is permanently barred from the Teamsters and is permanently enjoined from participating in union affairs in accordance with the Final Order.”<sup>94</sup> Following the decision by IRO Jones permanently to bar Aloise from the Teamsters Union, Local Union 853’s executive board voted to grant Aloise what it termed “the customary retirement payment, equal to \$100.00 per year for each year of service as a full-time Officer or Business Agent.”<sup>95</sup> The local union had never before granted such a payment to an individual who was permanently barred from the union through the constitutional

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<sup>89</sup> Exh. 88, Local Union 853 executive board meeting minutes approving payment “up to \$35,000” for Alameda County Central Labor Council event, at “Distinguished level sponsorship,” 2/8/2018. Aloise, suspended by IRO Jones, was the announced recipient of the 2018 Unionist of the Year. Payment of \$25,000 was made.

<sup>90</sup> Exh. 89, Local Union 853 executive board meeting minutes, 8/12/2021.

<sup>91</sup> Exh. 90, Local Union 853 executive board meeting minutes, 6/6/2018.

<sup>92</sup> Exh. 91, Local Union 853 general membership minutes, 11/14/2019.

<sup>93</sup> Exh. 85, IRO opinion, 10/7/2021.

<sup>94</sup> Exh. 92, IRO Order, 12/10/2021.

<sup>95</sup> Exh. 93, Local Union 853 executive board meeting minutes, 1/13/2022.

disciplinary process, nor had one been granted to an individual whose employment was involuntarily terminated. The payment by Local Union 853 had no union purpose and was a breach of the executive board's fiduciary responsibility. HART presided at the meeting where the payment was approved.

27. HART, as member of the executive board of Local Union 853, acted and permitted expenditures of Local Union 853 funds totaling hundreds of thousands of dollars to occur without advance approval of such expenditures by the local union executive board and/or the local union membership or without legitimate union purpose, as demonstrated by the facts established in paragraphs 24 through 26 above. Such acts and omissions by HART violated the IBT constitution and local union bylaws, thereby bringing reproach upon the IBT and violating his oath as member and officer, as alleged in the Third Charge.

**The foregoing charges and findings are submitted to the General President in accordance with the Final Order for action that is appropriate under the Final Order and the IBT constitution.**

Respectfully submitted,

ROBERT D. LUSKIN  
Independent Investigations Officer

Dated: February 28, 2023

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