

INVESTIGATIONS OFFICER,

Claimant,

-v-

WILLIAM LICKERT, SR., President,
Local 205, White Oak, Pennsylvania,

Respondent.

AFFIDAVIT
AND
AGREEMENT

WILLIAM LICKERT, SR., being duly sworn, deposes and says, and agrees as follows:

1. The Investigations Officer, Charles M. Carberry, appointed pursuant to the Consent Order entered March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (DNE) (SDNY) (the "Consent Order") filed charges against me on September 28, 1990 pursuant to the Consent Order (the "charges"). A copy of those charges is attached as Exhibit A, and is incorporated herein by reference.

2. I make this affidavit and agreement (the "agreement") to resolve the charges. This agreement does not constitute an admission by the respondent of the truth of the allegations in the charges.

3. I represent and agree to the following:

(a) I am a member of the International Brotherhood of Teamsters ("IBT"), a member of IBT Local 205 and am the elected President of Local 205.

(b) Although I am a certified delegate to the June, 1991 IBT Convention for Local 205, I agree to forfeit my

delegate position and will not attend the June, 1991 International Convention.

(c) I agree to be suspended as the President of Local 205 for five months and will hold no elected or appointed office of any kind, paid or unpaid, in Local 205 commencing upon notice of entry of appropriate Order by Judge David N. Edelstein concerning this agreement. During the period of suspension, I will be forfeiting approximately \$23,400.00 in salary.

(d) Prior to the filing of the charges (Exhibit A) and the taking of my sworn examination in this case, I voluntarily paid to the Local Union \$5,657.95 from my personal funds to restore to the Local Union certain vacation payments and expense allowances, with interest.

(e) Although not included in the charges (Exhibit A), I voluntarily ceased accepting the payments for performing the functions of administrator for both the Employer-Teamsters Local 205 Welfare Fund and the Employer-Teamsters Local 205 Legal Services Program.

(f) The Executive Board of Local 205 adopted on 6/4/91 the following resolution:

It shall be the binding policy of this Local Union that where payments are made by the Local Union to officers who are signatories on the Local Union checking account, such checks shall be countersigned by a third authorized officer of Local 205. The only exception to this binding policy shall be the regular weekly salary, expense and allowance checks from the Local Union.

(g) The Executive Board of Local 205 adopted on 6/4/91 the following resolution:

It shall be the binding policy of this Local Union that this Local Union shall not participate in any testimonial dinner or similar function where an officer or employee of this Local Union personally receives any proceeds of such dinner where such proceeds include employer funds.

(h) The Executive Board of Local 205 adopted on 6/4/91 the following resolution:

It shall be the binding policy of this Local Union that the Local Union shall not advance to any officer or employee of Local 205 more than one week's salary or vacation pay.

(i) The Executive Board of Local 205 adopted on 6/4/91 the following resolution:

It shall be the binding policy of this Local Union that the Local Union shall not pay an expense allowance to any officer or employee of Local 205 while on vacation.

4. I have entered into this agreement with the Investigations Officer in order to fully resolve these charges. I understand that the Investigations Officer is limited to the charges attached and that he expressly reserves the right to pursue new charges against any other officer or entity of the IBT or Local 205, arising out of the allegations contained in the charges or any other investigations. However, if I comply with this agreement, the Investigations Officer will not file any additional charges against me. ^{Concerning any facts connected} However, ^{with} if any material ^{these} breach of this agreement occurs, I shall resign from any and ^{charges}

all offices in Local 205 and shall thereafter neither seek nor accept any paid or unpaid office in Local 205.

5. I agree that this agreement will be submitted to the Independent Administrator for his review and approval. If approved by the Independent Administrator, I understand that he will submit it to the District Court for that Court to enter it as an Order.

6. The Investigations Officer makes no representation as to any action that may be taken by the Independent Administrator or the Court with respect to this agreement.

7. I make this agreement freely, under no duress of any kind, after consultation with my attorney.

8. This agreement is not effective until the appropriate Order is entered by Judge David N. Edelstein.

William B. Lickert, Sr.
William Lickert, Sr.
President

A. PAUL CONN, DISTRICT JUSTICE
MAGISTERIAL DISTRICT 05-3-85
MY COMMISSION EXPIRES ON THE 31ST
DAY OF JANUARY 1986

Sworn to before me this 3rd.
day of June, 1991

A. Paul Conn
Notary Public

Richard M. Ryan
Counsel for Respondent

Agreed: Charles M. Carbery
Investigations Officer

Approved: *David N. Edelstein*
Independent Administrator

SO ORDERED: Honorable David N. Edelstein
U.S. District Judge

-----X

INVESTIGATIONS OFFICER,	:	<u>CHARGE</u>
Claimant,	:	
-v-	:	
WILLIAM LICKERT, SR.,	:	
President, Local 205,	:	
White Oak, Pennsylvania,	:	
Respondent.	:	

-----X

SIR:

 You are hereby advised that the Investigations Officer has charged you with the violations listed below in accordance with the powers granted to him pursuant to Section F. (COURT APPOINTED OFFICERS), Paragraph 12(A) of the order entered in United States v. International Brotherhood of Teamsters, et al., 88 Civ. 4486 (DNE) on March 14, 1989. A copy of the order is enclosed.

 The time and place of the hearing of this matter will be set by the Independent Administrator, Frederick B. Lacey, and he will notify you accordingly.

 You are charged as follows:

Count 1

 You are charged with violating Art. II, § 2(a) and Art. XIX, § 6(b) of the Constitution of the International Brotherhood of Teamsters ("IBT"), by conducting yourself in a

EXHIBIT A

manner to bring reproach upon the IBT, conducting yourself in a manner to interfere with the union's obligations and violating your oath; to wit:

While President of Local 205, upon a plea of guilty, you were convicted of violating 18 U.S.C. § 844(e) by wilfully making a threat and maliciously conveying false information regarding an explosive by means of the telephone. This threat was to an occupied nursing home facility with which Local 205 had a labor dispute. You were sentenced to three years' imprisonment, all but ninety days of which was suspended, and five years' probation. United States v. Lickert, 83-95 (W.D. Pa.).

Count 2

You are charged with embezzling approximately \$4,274.00 from the Local while its President in violation of Art. XIX, § 6(b)(3) of the IBT Constitution by improperly converting to your own use, Local funds, to wit:

From September 13, 1983 through December 9, 1983, you were a prisoner in a Federal Correctional Institution. For this period of incarceration you were paid by the Local, allegedly for twelve weeks' vacation. You were entitled to seven weeks' vacation in 1983, five of which you had taken prior to September 1983. Besides the remaining two weeks of 1983 vacation, you were advanced seven weeks of 1984 vacation

and three weeks of 1985 vacation. Throughout your incarceration you also received an \$85.00 per week expense allowance. Of course, during this period you had no Local-related expenses. Pursuant to a board resolution passed on September 21, 1983 you were granted a leave of absence for ninety days, the period of your imprisonment.

Despite having been advanced fully the salary for your 1984 vacation in 1983, you took an additional one-week vacation in 1984 for which you were paid \$813.50. Despite having been advanced in 1983 the pay for three weeks of 1985 vacation, in 1985 you took seven weeks' vacation for which you were fully paid. Thus you were paid for eight weeks' vacation in 1984 and for ten weeks' vacation in 1985, although only entitled to seven weeks per year. Between the double dipping on vacation and the allowance scam when you were in prison you embezzled approximately \$4,274.00.

Count 3

You are charged with causing when President of the Local, loans to you from the Local of over \$2,000 on two separate occasions in violation of 29 U.S.C. §§ 503, 1106 and IBT Constitution Art. XIX, § 6(b)(5), to wit:

On March 19, 1990, you were advanced by the Local \$6,750.00 for wages to be earned in the future from April through December 1990 as Administrator from the Health and Welfare Plan, in violation of 29 U.S.C. § 503 and § 1106.

In addition, in 1983 while in jail you were advanced salary for as yet unearned vacation in 1984 and 1985 in excess of \$8,000, in violation of 29 U.S.C. § 503.

Count 4

You are charged with violating 29 U.S.C. § 186 and bringing reproach upon the IBT in violation of Art. II, § 2(a) and XIX, § 6(b)(2)(5) of the IBT Constitution by accepting things of value from employers of members of Local 205 while you were an officer of Local 205. To wit, on January 10, 1988, a testimonial dinner was held on your behalf. The chairman was the Local's then secretary-treasurer. The Local's executive board was on the committee as were employer representatives. The treasurer for this dinner was Dr. Paul Schulhof, Chief Dental Consultant for Local 205 Welfare Fund. Employer representatives purchased tickets to your testimonial. At least, eight Local 205 employers and an employers' industry association purchased advertisements in the testimonial dinner booklet. From the funds raised for this dinner you received a watch purchased for \$1,404.50. In addition, you are also listed as the only payee on a Certificate of Deposit for \$1,876.94 obtained with funds from the dinner.

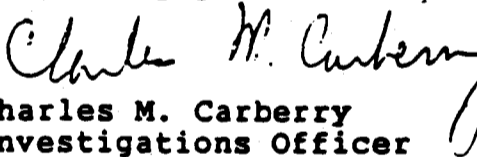
Count 5

You are charged with violating Art. XIX, § 6(b) of the IBT Constitution, by engaging in conduct that interfered with and was disruptive of Local 205's legal obligations and filing a false and misleading Labor Organization Annual Report (Form LM-2) in violation of law; to wit:

You filed and caused to be filed a misleading Form LM-2 for Local 205 with the United States Department of Labor. The 1983 Form LM-2 which you signed as President of Local 205, failed to disclose that in 1983 the Local lent to you during your imprisonment over \$8,000 in the form of advance payments for yet to be earned vacation in 1984 and 1985.

Dated: New York, New York
September 28, 1990

Very truly yours,


Charles M. Carberry
Investigations Officer

cc: Frederick B. Lacey, Esq.
James T. Grady, Esq.
Edward T. Ferguson, III, Esq.

4148S