

To: Members of the Executive Board, Local 917
From: Members of the Independent Review Board
Re: Proposed Charges against Local 917 members Seymour Hittner, Mark Hittner, Elise Hittner and Jeffrey Hittner
Date: October 26, 1999

I. RECOMMENDATION

The Independent Review Board ("IRB") refers the below report to the Executive Board of Local 917 for the purpose of filing charges against former Local 917 members Seymour Hittner ("S. Hittner"), Mark Hittner ("M. Hittner"), Elise Hittner ("E. Hittner") and Jeffrey Hittner ("J. Hittner").

It appears that S. Hittner brought reproach upon the IBT by being a Local 917 member and collecting union benefits when he was an employer ineligible for union membership. S. Hittner is the owner and President of Sy-Charles Realty ("Sy-Charles") which had a collective bargaining agreement with Local 917. It appears that S. Hittner, who signed the most recent Local 917 collective bargaining agreement on behalf of Sy-Charles, violated Article XIV, Section 3 of the IBT Constitution which provides, among other things, that each IBT member "authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing the terms and conditions of employment..." As an owner no such delegation was made. Moreover, it appears that S. Hittner brought reproach upon the IBT and engaged in a scheme to enroll in the union his son, M. Hittner; his niece, E. Hittner; and his nephew, J. Hittner, who were part-time employees at Sy-Charles ineligible for membership.

By his conduct, it appears that S. Hittner, as a member who was an employer that maintained a sham membership in the union and also engaged in a scheme to enroll ineligible relatives in the union, brought reproach upon the union and violated his membership oath in violation of Article XIV, Section 3, Article II, Section 2(a) and Article XIX, Section 7(b)(1) and (2) of the IBT Constitution.

It also appears that Local 917 members M. Hittner, E. Hittner and J. Hittner brought reproach upon the IBT by maintaining sham Local 917 memberships. S. Hittner admitted in his sworn examination that no agreement existed between Sy-Charles and Local 917 which covered their benefits or wages. Although all three were listed as employed at Sy-Charles and appear to have received benefits under this sham collective bargaining agreement, their employment appeared to have been a sham. Each worked part-time hours doing small jobs receiving \$2,400 annually in exchange for health benefits.

By their conduct, it appears that M. Hittner, E. Hittner and J. Hittner each brought reproach upon the IBT and violated his and her membership oath by maintaining a sham membership in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1) and (2) of the IBT Constitution.

II. JURISDICTION

Pursuant to Article XIX, Section 14(c)(1) of the IBT Constitution, this disciplinary matter is within the original jurisdiction of Local 917.

III. INVESTIGATIVE FINDINGS

Local 917, located in New York, New York has approximately 4,033 members and represents automobile mechanics and helpers, gasoline station attendants, parking attendants, automobile transporters and warehouse workers.

Local 917 dues records dated July 22, 1999, listed S. Hittner as a current union member, along with his son, M. Hittner, his niece, E. Hittner, and his nephew, J. Hittner. S. Hittner joined the Local in 1974, M. Hittner in 1976, E. Hittner in 1977 and J. Hittner in 1971. (Ex. 1). All four were listed as employees of Sy-Charles Realty. (Id.). As members, all four Hittners were eligible to vote in union elections. In attending a monthly membership meeting, all were eligible to be counted in obtaining a quorum necessary to hold a meeting. Local 917 Bylaws specified that full-time dues paying members are eligible to vote in union elections and required only seven members for a quorum to hold a monthly membership meeting. (Ex. 2).

S. Hittner is the owner of Sy-Charles Realty Company located at 922 East 18th Street, New York, New York and signed on August 19, 1991 as employer the most recent collective bargaining agreement between Sy-Charles and Local 917. (Ex. 3). According to S. Hittner, Sy-Charles owned the parking garage located at 221 Thompson Street which was then leased to another corporation, Thompson Parking Garage, which operated the facility. S. Hittner stated that he owned several other corporations which owned properties that were similarly leased. (Ex. 4 at 20). According to S. Hittner, none of these businesses had collective bargaining agreements with Local 917. S. Hittner's annual salary from Sy-Charles Realty alone was between \$90,000 to \$95,000. (Id.)

The collective bargaining agreement between Sy-Charles and Local 917 provided that after July 31, 1994 it would automatically renew for the next year unless either party gave

notice sixty days prior to July 31, 1994 or any subsequent anniversary date. (Ex. 3). On July 26, 1999, following the Chief Investigator's request to Local 917 for an employer list, Local 917 sent a letter to Sy-Charles stating that Local 917 "disclaims representation of all employees of Sy-Charles Realty Corp. effective immediately." (Ex. 5, 6).

A. Sham Memberships

S. Hittner testified that the only employees of Sy-Charles were S. Hittner, M. Hittner, E. Hittner, and J. Hittner. (Ex. 4 at 24-26). Union records reflected that union dues were current for each through July 1999. (Ex. 1). M. Hittner, E. Hittner and J. Hittner were part-time employees at Sy-Charles who each received a maximum of \$200 a month in salary in addition to union health benefits. S. Hittner testified as follows:

- A: Elise Hittner, Jeffrey Hittner and Mark Hittner, the total that they get is, approximately \$2,500 a year from Sy-Charles. There is no other compensation.
- Q: They also get their health insurance through the Teamsters?
- A: Yes.
- Q: Your corporation pays benefits on their behalf to the Teamsters for health insurance?
- A: That's correct.
- Q: In terms of number of hours per week that they work, is it basically part-time employment?
- A: Yes.

(Ex. 4 at 25-26)

In describing what J. Hittner and E. Hittner did for Sy-Charles, S. Hittner stated:

- Q: They are full-time employees of Sy-Charles?
- A: For \$200 a month, I wouldn't say full-time. They do small jobs, bookkeeping functions and so on.
- ***
- Q: How many hours a week is he [Jeffrey Hittner] in the office?
- A: Well, they don't have-they don't come into the office on a regular basis...

(Id.)

S.Hittner testified that his son had separate employment and operated his own company but did not know if E. Hittner or J. Hittner had other employment. S. Hittner testified that none of the three were employees of the three other companies that he owned. (Id. at 20).

Article 2 of the collective bargaining agreement between Sy-Charles and Local 917 specified;

All regular full-time Employees of the Company who are members of the Union shall remain members of the Union in good standing as a condition of employment. All regular full-time Employees of the Company who are not members of the Union and all new Employees shall on the thirty-first (31st) day after the execution of this Agreement or the date of their employment, whichever is later, become and remain members of the Union in good standing as a condition of employment.

(Ex. 3)

Article 6(A) of the collective bargaining agreement specified the work hours for an employee covered under the agreement. This article in part read:

During the life of this Agreement, the work week for all Employees covered by this Agreement shall consist of forty (40) hours divided into five (5) days.

(Id.)

By its terms, the collective bargaining agreement did not apply to part-time employees, and the Hittners were ineligible for membership.

Moreover, Article 7 of the collective bargaining agreement specified that employees hired after the effective date of the agreement would receive a minimum wage rate of five dollars an hour. (Id.)

S. Hittner, who acknowledged signing this agreement on behalf of Sy-Charles, claimed that the wage scale listed in the agreement applied to garage personnel and not office personnel. However, Article 1 of the agreement referred to the bargaining unit as

"CLERICALS" and recognized the union as the sole bargaining agent. (Id.). S. Hittner testified that he did not negotiate a wage rate or enter into discussions with a union representative about the wage rate for office employees. Moreover, he then admitted that no agreement existed that covered wages or benefits for any employee of Sy-Charles and that he did not employ any individuals to whom the current collective bargaining agreement would apply. (Ex. 4 at 27). S. Hittner stated:

Q: As far as this collective bargaining agreement that's Exhibit 1 to this sworn examination, your testimony is that the wage classifications here do not apply to any of the individuals that we name, Jeffrey, Elise, Mark Hittner or yourself; is that correct?

A: That's correct, yes.

Q: As far as you know, there is no agreement that exists between Sy-Charles Realty and Local 917 that covers wages or benefits with regards to Mark, Jeffrey or Elise Hittner?

A: That's right.

Q: Or yourself?

A: Right.

(Id. at 27)

According to S. Hittner, he recalled a Local 917 representative last visited his business in 1991 when the collective bargaining agreement between Sy Charles and Local 917 was signed. He did not remember the name of the Local 917 business agent assigned to Sy-Charles Realty, and S. Hittner testified that he neither voted in a union election nor visited the Local 917 union hall. (Id. at 27). S. Hittner acknowledged that his son M. Hittner possessed other means of income and owned his own company. He did not know if his niece or nephew had other jobs. (Id. at 22-26).

M. Hittner, when asked in his August 19, 1998 IRB sworn examination if he was a member of the IBT, testified "I believe so" but that he did not "know the inner workings of my union membership." (Ex. 7 at 4). Dues records provided by Local 917 indicated that he joined the union in 1976. (Ex. 1). He acknowledged that he received health benefits through

the Teamsters. (Ex. 7 at 10-11). In response to whether he was a full-time employee of Sy-Charles Realty, he testified to the following:

- Q: Are you a full-time employee of Sy-Charles Realty?
A: I think I am. Let me put it this way, I don't work more than eight hours a week.
Q: When you say you work eight hours a week, is your salary at Sy-Charles Realty approximately \$200 a month?
A: Something like that, right. So it's limited.

(Id. at 5-6)

M. Hittner testified that his duties were to oversee the facilities at 221 Thompson Street to insure compliance with government regulations. M. Hittner could not testify as to who else worked at Sy-Charles or what their duties were. He testified as follows:

- Q: You said the other individuals who work for Sy-Charles include again, who are they?
A: To be honest, I'd only be guessing. All I know is my relationship with Seymour.
Q: Your father?
A: That's right.
Q: And you're not sure of the other individuals?
A: No. I do my functions at 221 Thompson Street, and I don't know exactly what their functions are.

(Id. at 11)

Moreover, M. Hittner admitted that he was an employer who owned his own company, Violations Settlement Bureau, Inc., a transportation consulting company which did not have a collective bargaining agreement with any IBT Local. (Id. at 10). M. Hittner never went to the Local 917 office nor spoke with a Local 917 business agent. (Id. at 13).

IV. ANALYSIS

A. S. Hittner's Sham Membership

S. Hittner, as a company owner and adverse to the Local, cannot comply with the conditions of membership in Article XIV, Section 3 of the IBT Constitution which provides in part:

Every member, by virtue of his membership in the Local Union, authorizes his Local Union to act as his exclusive bargaining representative with full and exclusive power to execute agreements with his employer governing terms and conditions of employment and to act for him and have final authority in presenting, processing and adjusting any grievance, difficulty or dispute arising under any collective bargaining agreement or out of his employment with such employer in such a manner as the Local Union or its officers deem to be in the best interest of the Local Union, all subject to Article XII and other applicable provisions of the International Constitution relating to such matters.

Accordingly, it appears that S. Hittner's Local 917 membership was a sham designed to provide him with union benefits.

B. M. Hittner, E. Hittner and J. Hittner's Sham Membership

S. Hittner schemed to have his son, niece and nephew become union members even though they were part-time employees ineligible for membership under the contract and employees whose wages were not governed by the contract. They were not eligible for union membership for under the IBT Constitution. There was no designation of Local 917 as their exclusive bargaining agent for the terms and conditions of their employment.

S. Hittner admitted that these three, for whom his company paid contributions to the union for health insurance, were part-time employees who did small jobs, did not have set working hours, and received a maximum salary of \$2,400 annually. As stated above, the collective bargaining agreement in Article 6 required that union members be full-time members working forty hours a week and receiving a minimum salary of five dollars an hour. At a minimum, an employee covered by the agreement should work forty hours and be paid \$800 a month as opposed to the \$200 a month that S. Hittner admitted that he paid his relatives. Moreover, S. Hittner admitted that the wage scale in the collective bargaining agreement between Sy-Charles and Local 917 did not apply to his relatives and that indeed no

agreement existed between his company and Local 917 which covered wages or benefits for his son, niece and nephew. (Ex. 4 at 27).

The part-time employment of S. Hittner's son, niece and nephew and their enrollment in the union violated the collective bargaining agreement and was a sham in order for them to secure health insurance. Indeed, M. Hittner's uncertainty during his sworn examination concerning his IBT membership, which according to union dues records began in 1976, further proved the sham membership.

V. PROPOSED CHARGES

A. Seymour Hittner

Based on the foregoing it is recommended that Seymour Hittner be charged as follows:

While an IBT member, you were an employer and you brought reproach upon the union and violated your oath of membership by maintaining a sham membership in violation of Article XIV, Section 3, Article II, Section 2(a) and Article XIX, Section 7(b)(1) and (2) of the IBT Constitution, to wit:

From at least June 25, 1998 through August 1, 1999, you maintained membership in the IBT. During this time, you were an employer ineligible for membership in the union pursuant to Article XIV, Section 3 of the IBT Constitution and had not designated the Local to be the exclusive bargaining agent for the terms and conditions of your employment.

B. Mark Hittner

Based on the foregoing it is recommended that Mark Hittner be charged as follows:

While an IBT member, you brought reproach upon the union and violated your oath of membership by maintaining a sham membership in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1) and (2) of the IBT Constitution, to wit:

From at least June 25, 1998 through August 1, 1999, you maintained membership in the IBT. During this time, you were a part-time employee ineligible for membership in the union under your contract and whose wages and conditions of employment were not governed by the collective bargaining agreement. This was part of a scheme to obtain union membership for you for which you were not eligible.

C. Elise Hittner

Based on the foregoing it is recommended that Elise Hittner be charged as follows:

While an IBT member, you brought reproach upon the union and violated your oath of membership by maintaining a sham membership in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1) and (2) of the IBT Constitution, to wit:

From at least June 25, 1998 through August 1, 1999, you maintained membership in the IBT. During this time, you were a part-time employee ineligible for membership in the union under your contract and whose wages and conditions of employment were not governed by the collective bargaining

agreement. This was part of a scheme to obtain union membership for you for which you were not eligible.

D. Jeffrey Hittner

Based on the foregoing it is recommended that Jeffrey Hittner be charged as follows:

While an IBT member, you brought reproach upon the union and violated your oath of membership by maintaining a sham membership in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1) and (2) of the IBT Constitution, to wit:

From at least June 25, 1998 through August 1, 1999, you maintained membership in the IBT. During this time, you were a part-time employee ineligible for membership in the union under your contract and whose wages and conditions of employment were not governed by the collective bargaining agreement. This was part of a scheme to obtain union membership for you for which you were not eligible.

Exhibit List

- 1 Local 917 dues records dated July 22, 1999 for Seymour Hittner, Mark Hittner, Elise Hittner and Jeffrey Hittner
- 2 IBT Local 917 Bylaws
- 3 Collective bargaining agreement between Sy-Charles Realty and Local 917 dated August 19, 1991
- 4 Transcript copy of Seymour Hittner's June 25, 1998 IRB sworn examination
- 5 July 21, 1999 letter from the Chief Investigator to Local 917
- 6 July 26, 1999 letter from Local 917 Secretary-Treasurer Jerome Medina to Seymour Hittner at Sy-Charles Realty
- 7 Transcript copy of Mark Hittner's August 19, 1998 IRB sworn examination

INDEPENDENT REVIEW BOARD
444 North Capitol Street, NW, Suite 528
Washington, DC 20001
(202) 434-8080
Facsimile (202) 434-8084
Corruption Hotline (800) CALL IRB

ID-308
ID-
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Chief Investigator:
Charles M. Carberry, Esq.
17 Battery Place, Suite 331
New York, NY 10004

Administrator:
John J. Cronin, Jr.

Board Members:
Grant Crandall, Esq.
Crandall, Pyles, Haviland & Turner
122 Capitol Street, Suite 300
Charleston, WV 25301
Frederick B. Lacey, Esq.
LeBoeuf, Lamb, Greene & MacRae
One Riverfront Plaza
Newark, NJ 07102-5490
William H. Webster, Esq.
Milbank, Tweed, Hadley & McCloy
1825 Eye Street, NW, Suite 1100
Washington, DC 20006

January 27, 2000

VIA UPS OVERNIGHT MAIL

Executive Board Members
IBT Local 917
126 University Place
New York, New York 10003

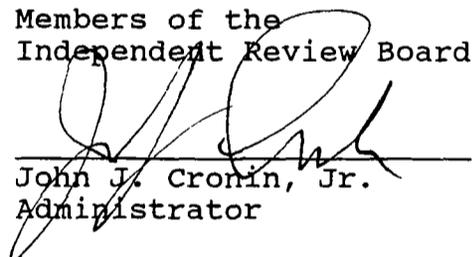
Re: Decision of Charges Against Local 917 Members
Seymour, Marc, Jeffrey and Elyse Hittner

Dear Executive Board Members:

The Independent Review Board has received your decisions of December 23, 1999, in the above-captioned matter, and finds the decisions to be not inadequate.

Very truly yours,

Members of the
Independent Review Board

By: 

John J. Cronin, Jr.
Administrator

cc: Patrick J. Szymanski, Esq.
Eugene M. J. Szufliata, Esq.
Seymour Hittner
Marc Hittner
Jeffrey Hittner
Elyse Hittner

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



LOCAL UNION No. 917

An Affiliate of the International Brotherhood of Teamsters

Automobile Mechanics & Helpers, Gasoline Station & Parking Attendants,
Automobile Transporters & Inland Warehousing, Greater Metropolitan New York & Vicinity

Rec'd 12/23/99
L. 917

VIA US EXPRESS MAIL

December 23, 1999

Mr. John J. Cronin, Jr.
Administrator
Independent Review Board
444 North Capitol Street NW Suite 528
Washington, D.C. 20001

RE: Charges against former Local 917 Members
Seymour, Marc, Jeffrey and Elyse Hittner

Dear Mr. Cronin;

Based upon the report of the Independent Review Board (IRB) dated October 26, 1999 in reference to the above four (4) individuals, employees of Sy-Charles Realty, please be advised that the Executive Board of Local 917 concurs with the findings and recommendations of the IRB. As a result, the Executive Board of Local 917 brought charges against Seymour, Marc, Jeffrey and Elyse Hittner. A hearing was conducted at the Union Hall, 126 University Place, New York, N.Y. on Tuesday, December 14, 1999, beginning at 11:00 AM.

Notice of the hearing was sent by Certified US Mail to each individual on November 30, 1999, enumerating the charges and advising of the hearing date. Although the Certified Notices were delivered and receipts were signed, none of the charged parties responded. The hearing, or trial, was held as scheduled on December 14, 1999, pursuant to Article XIX of the Constitution of the International Brotherhood of Teamsters (IBT). None of the charged parties were present. At about 11:12 AM, the Executive Board proceeded with the trial and after reviewing the IRB report and recommendations, rendered the following decisions:

1. That Seymour Hittner was guilty of maintaining a sham membership in the Union, and engaged in a scheme to enroll ineligible people into the Union. The penalty will be Expulsion from Union membership.

2. That Marc Hittner was guilty of maintaining a sham membership in the Union, while he was ineligible for membership. The penalty will be Expulsion from the Union.

L917/IRB 12/24/99 page 2 of 2.

3. That Jeffrey Hittner was guilty of maintaining a sham membership in the Union, while he was ineligible for membership. The penalty will be expulsion from the Union.

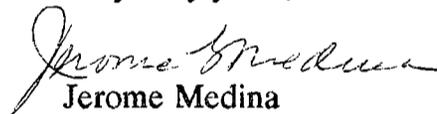
4. That Elyse Hittner was guilty of maintaining a sham membership in the Union, while she was ineligible for membership. The penalty will be expulsion from the Union.

Enclosed are copies of each of the following documents:

- 1) Letters dated November 30, 1999 to each of the four (4) individuals advising of the charges, and the US Certified Mail receipt for each.
- 2) Audio tape of the hearing conducted by Local 917 on December 14, 1999.
- 3) Written transcript of the hearing taken from the Audio tape.
- 4) Certified letter to each of the four (4) the individuals: "Notice of Expulsion" dated December 17, 1999.
- 5) TITAN Ledger Print for each of the four (4) individuals, dated December 17, 1999, indicating Status change to '59' (Expelled).

If you need any further information regarding this matter please contact the Union office. Thank you.

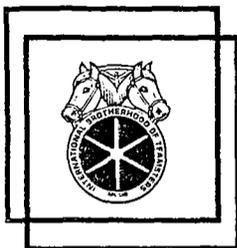
Very truly yours,



Jerome Medina
Secretary Treasurer
FOR THE EXECUTIVE BOARD

COPY: Charles M. Carberry, Esquire ✓
Chief Investigator
17 Battery Place, Suite 331
New York, N.Y. 10004

Eugene M.J. Szufliita, Esquire
Belson, Perlman, Campbell & Szufliita
217 Broadway, Suite 411
New York, N.Y. 10007



LOCAL UNION No. 917

An Affiliate of the International Brotherhood of Teamsters

Automobile Mechanics & Helpers, Gasoline Station & Parking Attendants,
Automobile Transporters & Inland Warehousing, Greater Metropolitan New York & Vicinity

VIA CERTIFIED US MAIL Z 579 282 974

December 17, 1999

Mr. Seymour Hittner
18-25 215th Street
Bayside, NY 11360-2154

RE: Notice of Expulsion

Dear Mr. Hittner;

Reference is made to our letter dated November 30, 1999, Certified US Mail No. Z221 061 578, which was delivered to you at the above address on December 01, 1999. That letter advised that you were charged with violating your oath as a member of the International Brotherhood of Teamsters (IBT), thereby bringing reproach upon the IBT. Specifically, it was charged that:

From at least June 25, 1998 through August 1, 1999 you maintained membership in the IBT. During this time, you were an employer ineligible for membership in the IBT pursuant to Article XIV, Section 3 of the IBT Constitution and had not designated Local 917 to be the exclusive bargaining agent for terms and conditions of your employment.

You were also advised that a hearing on the charge would be held at the office of Local 917 at 11:00 AM, December 14, 1999, and that you had the right to attend. You did not attend the hearing on December 14, and, as of instant date, have not contacted this office by any means.

Be advised that on December 14, 1999 the Executive Board of Local 917, a quorum being present, unanimously voted to sustain the charge detailed above, and to expel you from membership in Local 917, IBT, effective immediately. Pursuant to Article XIX of the IBT Constitution, you may appeal this decision within fifteen (15) days of the mailing of this notice, to the Executive Board of IBT Joint Council No. 16, 265 West 14th St. New York, NY 10011.

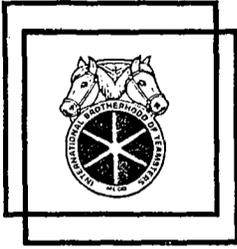
Sincerely,

Jerome Medina
Secretary Treasurer
FOR THE EXECUTIVE BOARD

COPY: John J. Cronin, Jr., IRB
E. J. M. Szuflika, Esquire
Anthony Runzore, Joint Council 16

WP5IHITTNER





LOCAL UNION No. 917

An Affiliate of the International Brotherhood of Teamsters

Automobile Mechanics & Helpers, Gasoline Station & Parking Attendants,
Automobile Transporters & Inland Warehousing, Greater Metropolitan New York & Vicinity

VIA CERTIFIED US MAIL Z 366 249 323

December 17, 1999

Mr. Marc Hittner
19 Villanova Avenue
Dix Hills, NY 11746-4842

RE: Notice of Expulsion

Dear Mr. Hittner;

Reference is made to our letter dated November 30, 1999, Certified US Mail No. Z366 249 600, which was delivered to you at the above address on December 03, 1999. That letter advised that you were charged with violating your oath as a member of the International Brotherhood of Teamsters (IBT), thereby bringing reproach upon the IBT. Specifically, it was charged that:

From at least June 25, 1998 through August 1, 1999 you maintained membership in the IBT. During this time, you were a part-time employee ineligible for membership in the IBT under the collective bargaining agreement and whose wages and conditions of employment were not governed by that agreement. This was part of a scheme to obtain union membership for which you were not eligible.

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Sincerely,

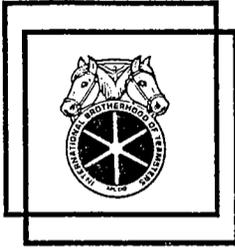
Jerome Medina
Secretary Treasurer
FOR THE EXECUTIVE BOARD

COPY: John J. Cronin, Jr., IRB
E. J. M. Szuflika, Esquire
Anthony Rumore, Joint Council 16

WP51HITTNER

126 University Place, New York, NY 10003/212-255-2764





LOCAL UNION No. 917

An Affiliate of the International Brotherhood of Teamsters

Automobile Mechanics & Helpers, Gasoline Station & Parking Attendants,
Automobile Transporters & Inland Warehousing, Greater Metropolitan New York & Vicinity

VIA CERTIFIED US MAIL Z 366 249 326

December 17, 1999

Mr. Jeffrey Hittner
21 Portage Drive
Freehold, New Jersey 07728-3141

RE: Notice of Expulsion

Dear Mr. Hittner;

Reference is made to our letter dated November 30, 1999, Certified US Mail No. Z591 938 061, which was delivered to you at the above address on December 03, 1999. That letter advised that you were charged with violating your oath as a member of the International Brotherhood of Teamsters (IBT), thereby bringing reproach upon the IBT. Specifically, it was charged that:

From at least June 25, 1998 through August 1, 1999 you maintained membership in the IBT. During this time, you were a part-time employee ineligible for membership in the IBT under the collective bargaining agreement and whose wages and conditions of employment were not governed by that agreement. This was part of a scheme to obtain union membership for which you were not eligible.

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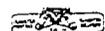
Sincerely,

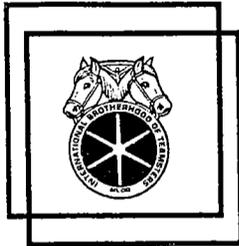

Jerome Medina
Secretary Treasurer
FOR THE EXECUTIVE BOARD

COPY: John J. Cronin, Jr., IRB
E. J. M. Szuflika, Esquire
Anthony Rumore, Joint Council 16

WP51HITTNER

126 University Place, New York, NY 10003/212-255-2764





LOCAL UNION No. 917

An Affiliate of the International Brotherhood of Teamsters

Automobile Mechanics & Helpers, Gasoline Station & Parking Attendants,
Automobile Transporters & Inland Warehousing, Greater Metropolitan New York & Vicinity

VIA CERTIFIED US MAIL Z 366 249 316

December 17, 1999

Ms. Elyse S. Hittner
234 Society Hill
Cherry Hill, New Jersey 08003-2405.

RE: Notice of Expulsion

Dear Ms. Hittner;

Reference is made to our letter dated November 30, 1999, Certified US Mail No. Z591 938 116, which was delivered to you at the above address on December 02, 1999. That letter advised that you were charged with violating your oath as a member of the International Brotherhood of Teamsters (IBT), thereby bringing reproach upon the IBT. Specifically, it was charged that:

From at least June 25, 1998 through August 1, 1999 you maintained membership in the IBT. During this time, you were a part-time employee ineligible for membership in the IBT under the collective bargaining agreement and whose wages and conditions of employment were not governed by that agreement. This was part of a scheme to obtain union membership for which you were not eligible.

You were also advised that a hearing on the charge would be held at the office of Local 917 at 11:00 AM, December 14, 1999, and that you had the right to attend. You did not attend the hearing on December 14, and, as of instant date, have not contacted this office by any means.

Be advised that on December 14, 1999 the Executive Board of Local 917, a quorum being present, unanimously voted to sustain the charges detailed above, and to expel you from membership in Local 917, IBT, effective immediately. Pursuant to Article XIX of the IBT Constitution, you may appeal this decision within fifteen (15) days of the mailing of this notice, to the Executive Board of IBT Joint Council No. 16, 265 West 14th St. New York, NY 10011.

Sincerely,

Jerome Medina
Secretary Treasurer
FOR THE EXECUTIVE BOARD

COPY: John J. Cronin, Jr., IRB
E. J. M. Szuffita, Esquire
Anthony Rumore, Joint Council 16

WP51HITTNER

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