To: Local 813 Trustee, Joseph Foy

From: Members of the Independent Review Board

Re: Proposed Charges Against Local 813 Member Michael Loguidice

Date: September 18, 1996

I. RECOMMENDATION

The Independent Review Board ("IRB") refers the below report to the Local 813 Trustee for the purpose of initiating charges against Local 813 member Michael Loguidice for bringing reproach upon the IBT and violating the IBT Constitution and Local 813 Bylaws by defrauding the Local through continuing as a member of the Local and collecting union benefits at a time when he was an employer ineligible for membership.

II. INTRODUCTION

The Local 813 Investigations Officer initially referred allegations of wrongdoing by Local 813 member Michael Loguidice ("Loguidice") to the Chief Investigator.

As is fully set forth below, it appears that while an IBT member, Michael Loguidice violated Article II, Section 2(a) and Article XIX, Sections 7(b)(1) and (2) of the IBT Constitution when, through a fraud on the Local, in order to collect benefits he continued as a member of the Local at a time when he was ineligible for membership.

III. INVESTIGATIVE FINDINGS

A. Background

Loguidice is currently enrolled as a member of Local 813 and he participates in Local 813's health and pension plans. (Ex. 1) Loguidice's wife, Dorothy, and children Andrea Doreen and Michael are also covered by his Local 813 benefits. (Ex. 2 at 64; Ex. 6 at 31-32)

Loguidice had previously been an IBT member in the 1970's. (Ex. 2 at 6) At that time he belonged to Local 282. (Id. at 4) As a Local 282 member Loguidice worked for E&M Equipment Rental, a Queens, New York company he solely owned. (Id. at 8) E&M went out of business in approximately 1980. (Id.)

B. Tyno Construction

Loguidice owned Tyno Construction ("Tyno"). He entered into a collective bargaining agreement on behalf of the company in May 1989 with Local 813. Loguidice joined Local 813 on May 1, 1989, approximately two years after incorporating Tyno. (Ex. 1 and Ex. 2 at 20) Tyno's business address was 55 New Street, Oceanside, New York. (Ex. 2 at 13).

According to Loguidice, Tyno was in the business of construction waste removal. (Ex. 2 at 20) Loguidice testified that at times Tyno had four or five employees. (Id. at 20-21) For the most part, the Tyno employees other than Loguidice were not in the IBT or any other union. (Id. at 26) For part of the time Tyno was in business, Loguidice was the only Local 813

member the company employed.[1] (Id. at 21)

In all there were three collective bargaining agreements entered between Local 813 and Tyno. (Exs. 3-6) The first, effective from May 1, 1989 to November 30, 1990, provided that there were two Tyno employees in the union, Loguidice and Vincent Mineo. (Ex. 3) Loguidice's wife, Dorothy, signed that contract as President of Tyno.[2] (Id.) Loguidice signed the second collective bargaining agreement which spanned from December 1990 to November 1993. (Ex. 4) That contract provided for only one Tyno employee during that period. (Id.) Loguidice testified that at times he was the only Tyno employee. (Ex. 2 at 21) The third and final collective bargaining agreement was effective December 1993 to November 30, 1996. (Ex. 5) Loguidice signed for Tyno as its President. (Id.) The contract provided for two Tyno employees: Loguidice and one other. (Id.) Loguidice testified that he could not recall who else the company employed then.[3] (Ex. 2 at 20-22)

Loguidice testified that Tyno ceased operating four

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[1] At one point, there were just two Tyno employees who were ever enrolled in Local 813. (Ex. 3 and 5; Ex. 2 at 64-66). One of these was Loguidice's sister, Joanne Scaglione ("Scaglione"). (Ex. 2 at 65) Moreover, according to Loguidice, at one time Scaglione was covered under Loguidice's Local 813 health benefits. (Id. at 64)

[2] Dorothy Loguidice, who is not a Teamster, voluntarily gave sworn testimony to the IRB on July 25, 1996. She stated that she had never held an office in Tyno. (Ex. 7 at 31) Loguidice also testified that he was the only President Tyno ever had. (Ex. 2 at 18-19)

[3] It appears that Loguidice's sister was the other Tyno employee in Local 813. (Ex. 2 at 65; see fn. 1)

years ago, in 1992. (Ex. 2 at 19) Publicly available New York corporate records show that Tyno was officially dissolved in June 1993. (Ex. 8)

In 1993, Loguidice executed the third collective bargaining agreement between Tyno and Local 813 after Tyno was defunct. (Ex. 5; Ex. 2 at 19; Ex. 8) The effective date of that contract was December 1, 1993 to November 30, 1996. (Id.) Loguidice further acknowledged that he never advised Local 813 that Tyno had ceased to exist. (Ex. 2 at 76-77)

To further mislead Local 813, Loguidice, through his wife, continued to have Tyno correspond with Local 813 years after Tyno had ceased operating. (Ex. 7 and 9) On December 21, 1994, Tyno wrote to Local 813 to advise that it had been "transferred" to Conroc.[4] (Ex. 7) When asked about this, Loguidice testified that it was sent because Tyno had been out of

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[4] Although the letter was dated December 21, 1994, when Local 813 received it is in dispute. Its author, Dorothy Loguidice, contended that she sent the letter to Local 813 twice -- first in December 1994, and again in July 1996 when Local 813 requested a copy. (Ex. 6 at 44) On the other hand, Local 813 records reflected that it had first received the letter in July 1996. (Ex. 10)

In any event, even assuming the letter was sent in December 1994, it had no bearing on the issue at hand because Conroc, the company which Tyno advised would take over payment of Loguidice's benefits, never had a collective bargaining agreement with Local 813. Loguidice had become ineligible for membership two years earlier, in 1992 when Tyno ceased to exist.

The letter was typed on letterhead indicating that Tyno was located at a post office box in East Stroudsburg, Pennsylvania. Loguidice testified that the post office box was used by them to receive mail when they were using Pocono Mountain summer residence. (Id. 2 at 25) Loguidice acknowledged that Tyno never did business in Pennsylvania. (Ex. 2 at 23)

business for so many years that he started paying his union dues and benefits under Conroc.[5] (Id. at 24) Loguidice's wife acknowledged that when she wrote the letter she understood that Conroc did not have a collective bargaining agreement with Local 813. (Ex. 6 at 20-22)

Loguidice caused a second letter to be sent to Local 813 asking that the Local accept checks from another company, Otris, Inc., for Tyno's account. (Ex. 9) Otris did not have a contract with Local 813 either.

In addition to the fact that Loguidice continued to receive union benefits after he became ineligible, he failed to make timely payments for those benefits. Both Loguidice and his wife admitted that his union benefit fund payments had been in arrears many times. (Ex. 2 at 10, 28, 45-46; Ex. 6 at 26) Loguidice testified that Tyno was at times delinquent in its benefit fund payments. (Id. at 45-46) Local 813's Business Agent for Tyno, Jerry Jackson ("Jackson"), confirmed that Tyno's dues and fund monies were frequently delinquent. (Ex. 10 at 62) Jackson periodically would go to the company or the Loguidice's residence to collect monies Tyno owed Local 813. (Id. at 62-63) On one occasion in 1995, long after Tyno had gone out of

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[5] Loguidice incorporated Conroc, a recycling company, in approximately 1994. (Ex. 2 at 12-13) Conroc operated from the same Oceanside, New York business address as Tyno had. (Id. at 13) It recycled materials brought to its site by third parties. (Id. at 17) Loguidice testified that he performed most of Conroc's work himself. As with Tyno, he hired non-union employees only as needed. (Id. at 13, 16)

business, Jackson travelled from New York, New York to the Loguidice's East Stroudsburg, Pennsylvania summer residence to collect $6,000 in delinquent union dues and benefit fund monies for Loguidice. (Id.)

Loguidice defrauded Local 813. He ensured that he and his family would benefit from union membership, but did not grant the same advantage to most other Tyno employees. For a time, he and his sister were the only union members in Tyno. Moreover, Loguidice made misrepresentations to the Local in order to continue receiving benefits for which he had become ineligible. Then, Loguidice failed to even keep current on his contributions to the benefit fund. At times he was as much as $6,000 in arrears and a Local 813 Business Agent would take time away from other duties to personally retrieve dues and fund monies from Loguidice at his East Rockaway, New York or East Stroudsburg, Pennsylvania residences.

Local 813's Bylaws define "member" as "any person who has fulfilled the requirements for membership in the Union . . ." (Ex. 11 at Section 4.02(j)) Local 813's Bylaws further require members who become unemployed or who secure employment for companies or in crafts over which the Local has no jurisdiction to apply for withdrawal from the Local. (Ex. 11 at Section 6.02(a)) Under that provision, if a member fails to apply for withdrawal within six months of obtaining work outside the Local's jurisdiction, he will be issued one and his membership automatically cancelled. (Id.)

IV. PROPOSED CHARGES

Based upon the foregoing, it is recommended that Michael Loguidice be charged as follows:

Since Tyno Construction went out of business in 1992, you brought reproach upon the International Brotherhood of Teamsters in violation of Article II, Section 2(a), Article XIX, Section 7(b)(1), (2) and (3) of the IBT Constitution to wit:

Since 1992, you defrauded Local 813 as to your employment status: you did not work for a company with which Local 813 had a valid collective bargaining agreement; you were ineligible both for membership in the Local and participation in the Local's benefit plans; and you further affirmatively misrepresented your membership status to Local 813 in order to continue receiving union benefits.

EXHIBIT LIST FOR REPORT OF PROPOSED CHARGES
AGAINST LOCAL 813 MEMBER MICHAEL LOGUIDICE

Ex. 1	Titan Printout Concerning Michael Loguidice
Ex. 2	Transcript of July 25, 1996, Sworn Examination of Michael Loguidice
Ex. 3	Tyno Collective Bargaining Agreement for the May 1, 1989 to November 30, 1990 Term
Ex. 4	Tyno Collective Bargaining Agreement for the December 1, 1990 to November 30, 1993 Term
Ex. 5	Tyno Collective Bargaining Agreement for the December 1, 1996 to November 30, 1996 Term
Ex. 6	Transcript of July 25, 1996, Sworn Examination of Dorothy Loguidice
Ex. 7	Tyno Construction letter dated December 21, 1994 to Local 813
Ex. 8	New York Department of State, Corporate Record Concerning Tyno
Ex. 9	Tyno Construction Handwritten, Undated Letter to Local 813
Ex. 10	Transcript of the May 16, 1996 Testimony of Jerry Jackson
Ex. 11	Local 813 Bylaws

INDEPENDENT REVIEW BOARD
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IO-254
IO-201
IO-202

June 5, 1997

General President Ron Carey
International Brotherhood of Teamsters
Washington, D.C. 20001

Re: Decisions on Charges against Local 813 Members
Michael A. Loguidice, Dennis C. Hickey, and
Dennis E. Hickey

Dear Mr. Carey:

The Independent Review Board has reviewed your decisions of May 30, 1997, in the above-captioned matters. The IRB finds the decisions for members Michael A. Loguidice, Dennis C. Hickey, and Dennis E. Hickey to be not inadequate.

Very truly yours,

Members of the
Independent Review Board

By: _____
John J. Cronin, Jr.
Administrator

cc: Earl V. Brown, Jr., Esq.
David Neigus, Esq.

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

In the Matter of:	)	
	)	
INTERNAL UNION CHARGES	)	
	)	DECISION
Against	)	
	)	
LOCAL 813 MEMBER, MICHAEL LOGUIDICE	)	

Having reviewed and duly considered the hearing record and the recommendation of the hearing panel in the above-referenced case, I hereby issue the following decision on the charges against Local 813 Member Michael Loguidice.

I. The Charges

This case emanates from charges recommended to the Local 813 Trustee by the Independent Review Board ("IRB") against Michael Loguidice. The charges allege that Michael Loguidice improperly maintained his membership in the Union and improperly received benefits derived therefrom.

II. The Hearing

Mr. Loguidice was the sole owner and employer of Tyno Construction and was therefore not eligible for union membership. However, Mr. Loguidice became a member of Local 813 and received union benefits.

At the hearing, a New York State Department corporate record was introduced showing Tyno Construction's dissolution date as June 23, 1993. A signed copy of a December 1993- November 1996 Tyno Collective Bargaining Agreement denoted Mr. Loguidice's fraudulent representations to Local 813. Testimony by both Mr. and Mrs. Loguidice indicated that dues were paid as recently as five to six weeks prior to the hearing. The Loguidices' testimony also showed clear disregard for Local 813 By-Laws which require disclosure of dissolution no later than six months after the occurrence.

Mr. Loguidice did not disclose Tyno Construction's dissolution until December 21, 1994, one year and six months after the occurrence.

During this year and six months, Mr. Loguidice improperly continued to receive union benefits. Furthermore, Mr. Loguidice's testimony contradicted evidence presented at the hearing. For example, though the record contained signed copies of three different collective bargaining agreements between Tyno and Local 813, Mr. Loguidice alleged the existence of only one such collective bargaining agreement.

III. The Panel's Recommendations

The hearing panel unanimously found that Mr. Loguidice, as President and sole owner and employer of Tyno Construction, sought to, and did, maintain improper membership in the Union. The panel further agreed that Mr. Loguidice continued to maintain this improper membership and continued to receive benefits after the dissolution of Tyno Construction. Based on these findings, the panel unanimously recommended that Mr. Loguidice be permanently barred from membership in Local 813, the IBT or any IBT-affiliated entity, and be barred from receiving compensation of any kind from Local 813, the IBT, or any IBT affiliated entities, except for fully vested benefits.

IV. Conclusions and Penalties

Having reviewed and considered the evidence and recommendations of the hearing panel, I find proven the above charges against Michael Loguidice. I also agree with the hearing panel's recommended penalty of permanent expulsion from membership in the IBT.

Michael Loguidice is hereby permanently expelled from membership in the International Brotherhood of Teamsters and any IBT affiliates and is permanently barred from receiving any compensation from the IBT, or any IBT entity, except for fully vested benefits.

5/30/97
Date

Ron Carey
General President

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

In the Matter of: ARTICLE XIX CHARGES against LOCAL 813 MEMBER DENNIS C. HICKEY	DECISION

Having reviewed and duly considered the hearing record and the recommendation of the hearing panel in the above-referenced case, I hereby issue the following decision on Article XIX charges filed by the Local 813 Trustee, Eugene Maney, against Local 813 member Dennis C. Hickey.

I. The Charges and Background

This case emanates from charges referred to Local 813 Trustee Eugene P. Maney by the Independent Review Board ("IRB"). The charges allege that Dennis Hickey brought reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1) and (2) and Section 14(i) of the IBT Constitution and obstructed, interfered, and unreasonably failed to cooperate with the duties of the Independent Review Board as set forth in paragraph G of the March 14, 1989 Consent Decree in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (S.D.N.Y.) by willfully and without justification failing to appear to answer questions at a scheduled sworn in person examination on December 4, 1996.

The charged party was to be questioned by the IRB pursuant to Paragraph H.3(2) of the Rules and Procedures for Operation of the Independent Review Board for the International Brotherhood of Teamsters about a 30 count RICO indictment in the Eastern District of New York entitled United States v. Dennis C. Hickey, et al., 96 Cr. 693 (E.D.N.Y.). The indictment alleges that from 1979 to the present, Hickey was involved with a racketeering conspiracy involving family owned and operated carting companies. Charges in the indictment included mail fraud, bribery, and money laundering. These allegations originate from a 1987 conviction of Hickey, who had admitted to bribing officials in return for privileged dumping in the town landfill without paying required fees. After Hickey's Carting's waste dumping permit was consequentially revoked, Hickey created shell companies to allow operations to continue undetected.

The indictment further alleges that Hickey's Carting violated the Employee Retirement Income Security Act by failing to pay benefit contributions for employees of the Hickey-controlled carting companies. All employees of the carting companies were required to be Local 813 members pursuant to Hickey's Carting's collective bargaining agreement with Local 813, yet most employees were not members and Dennis C. Hickey is alleged to have intentionally misrepresented the identities of his employees.

II. The Hearing

Local 813 Trustee Eugene P. Maney requested that the General President appoint a panel under Article XIX of the International Constitution to hear internal union charges brought by Local 813 trustee Eugene Maney against Dennis C. Hickey. A duly noticed hearing was held on March 12, 1997 before a panel comprised of Chris McLoughlin, Roy McClam, and Anthony Magrene. Trustee Maney introduced evidence that Mr. Hickey willfully and without justification failed to appear to answer questions at his sworn in-person examination scheduled for December 4, 1996.

On November 5, 1996, a Notice of Sworn Examination was overnight-express mailed to Dennis C. Hickey. Mr. William Mann signed for the notice on November 19, 1996 at Hickey's place of employment. On November 19, 1996, Mr. Hickey failed to appear for his sworn examination. A second Notice of Sworn Examination was overnight mailed to Hickey's home and Hickey signed for the notice on November 23, 1996, thereby ensuring that he was aware that the IRB sought his testimony. On December 4, 1996 Mr. Hickey failed to appear for his sworn examination and thus avoided answering questions pertaining to his membership in Local 813, his participation in the union, his employment, and further questioning pertaining to his indictment.

III. The Panel's Recommendations

The hearing panel unanimously found that the charges against Dennis C. Hickey were proven. The panel unanimously recommended that Mr. Hickey be permanently expelled from his membership in the IBT and any IBT affiliates and that he be permanently barred from receiving any compensation from the IBT or any IBT entity, except for fully vested benefits.

IV. Conclusions and Penalties

Having reviewed and considered the evidence and recommendations of the hearing panel, I find proven the above charges against Dennis C. Hickey. I also agree with the hearing panel's recommended penalty of permanent expulsion from membership in the IBT.

Dennis C. Hickey is hereby permanently expelled from membership in the International Brotherhood of Teamsters and any IBT affiliates and is permanently barred from receiving any compensation from the IBT, or any IBT entity, except for fully vested benefits.

5/30/97

Date

Ron Carey
General President

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

In the Matter of: ARTICLE XIX CHARGES against LOCAL 813 MEMBER DENNIS E. HICKEY	DECISION

Having reviewed and duly considered the hearing record and the recommendation of the hearing panel in the above-referenced case, I hereby issue the following decision on Article XIX charges filed by the Local 813 Trustee, Eugene Maney, against Local 813 member Dennis E. Hickey.

I. The Charges and Background

This case emanates from charges referred to Local 813 Trustee Eugene Maney by the Independent Review Board ("IRB"). The charges allege that Dennis Hickey brought reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1) and (2) and Section 14(i) of the IBT Constitution and obstructed, interfered and unreasonably failed to cooperate with the duties of the Independent Review Board as set forth in paragraph G of the March 14, 1989 Consent Decree in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (S.D.N.Y.) by willfully and without justification refusing to answer questions during a sworn in person examination on November 27, 1996.

The charged party was to be questioned by the IRB pursuant to Paragraph H.3(2) of the Rules and Procedures for Operation of the Independent Review Board for the International Brotherhood of Teamsters about a 30 count RICO indictment in the Eastern District of New York entitled United States v. Dennis C. Hickey, et al., 96 Cr. 693 (E.D.N.Y.). The indictment alleges that from 1979 to the present, Hickey was involved with a racketeering conspiracy involving family owned and operated carting companies. Charges in the indictment include mail fraud, bribery, and money laundering. The indictment further alleges that Hickey's Carting violated the Employee Retirement

Income Security Act by failing to pay benefit contributions for employees of the Hickey-controlled carting companies. All employees of the carting companies were required to be Local 813 members pursuant to Hickey's Carting's collective bargaining agreement with Local 813. It is alleged that most employees were not members and that Dennis C. Hickey (Hickey's father) intentionally misrepresented the identities of his employees.

II. The Hearing

Local 813 Trustee Eugene P. Maney requested that the General President appoint a panel to hear the charges. The General President appointed a panel and a duly noticed hearing was held on February 7, 1997 before a panel comprised of Christopher McLoughlin (chairman), Roy McClam, and Tony Magrene.

Trustee Maney opened the February 7, 1996 hearing with a reading of a letter written by Deborah A. Schwartz, Dennis Hickey's attorney, and addressed to General President Ron Carey. The letter indicated that Ms. Schwartz had attempted to have the hearing rescheduled because she would be unable to attend on February 7th. She was subsequently told that she would not be permitted to be present and, therefore, the hearing would not be postponed. Ms. Schwartz's letter then advised that Mr. Hickey would not appear at the hearing in the absence of his counsel. Mr. Hickey was, in fact, absent at his February 7th hearing.

Other letters written by Mr. Hickey's counsel, dated November 18 and 20, 1996, had requested an indefinite stay of the November 27, 1996 oral examination until the resolution of pending federal criminal charges. The IRB opposed the stay application and, on November 22, 1996, Judge Edelstein issued a Memorandum and Order officially denying the stay. Mr. Hickey later appeared for his November 27, 1996 sworn examination, but refused to provide more than his name and address in reliance upon his Fifth Amendment Privilege, which did not apply during these proceedings.

III. The Panel's Recommendations

The hearing panel unanimously found that the charges against Dennis E. Hickey were proven. The panel unanimously recommended that Mr. Hickey be permanently expelled from his membership in the IBT and any IBT affiliates and that he be permanently barred from receiving any compensation from the IBT or any IBT entity, except for fully vested benefits.

IV. Conclusion and Penalties

Having reviewed and considered the evidence and recommendations of the hearing panel, I find proven the above charges against Dennis E. Hickey. I also agree with the hearing panel's recommended penalty of permanent expulsion from membership in the IBT.

Dennis E. Hickey is hereby permanently expelled from membership in the International Brotherhood of Teamsters and any IBT affiliates and is permanently barred from receiving any compensation from the IBT, or any IBT entity, except for fully vested benefits.

5/30/97
Date

Ron Carey
General President