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INVESTIGATIONS OFFICER, :
Claimant, :

-v- :

AFFIDAVIT & AGREEMENT

HOWARD BENNETT, :
President, :
CHARLES BENTLEY, :
Secretary-Treasurer, :
BERNARD HORN, :
Vice President, :
KEVIN D. HUNTER, :
Recording Secretary, :
JOSEPH BERGHELA, SR., :
Trustee, :
GERALD TOWNLEY, :
Trustee, :
DAVID McCOMB, :
Business Agent :
Respondents. :

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HOWARD BENNETT, CHARLES BENTLEY, BERNARD HORN, KEVIN HUNTER, JOSEPH BERGHELA, SR., GERALD TOWNLEY AND DAVID McCOMB, depose and say, and agree as follows:

1. We make this affidavit and agreement (the "agreement") to resolve charges filed against us on February 3, 1991 (the "charges") by 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").

Copies of the charges are annexed as Exhibit A and are incorporated herein by reference.

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

3. Howard Bennett is currently President of Local 294. Charles Bentley is currently Secretary-Treasurer of Local 294. Bernard Horn is currently Vice President of Local 294. Kevin D. Hunter is currently Recording Secretary of Local 294. Joseph Berghela, Sr. and Gerald Townley are currently Trustees of Local 294. David McComb is a business agent of Local 294.

4. We, the respondents, agree to pay \$17,920 to the local's general fund. We will pay \$8,960 by September 1, 1991 and the final \$8,960 by April 1, 1992. Each of us understand we are jointly and severally liable for this amount. Failure to pay any money required by the specified date shall be deemed a material breach of this agreement. Upon such material breach, we shall resign from any and all offices in Local 294 and shall thereafter neither seek nor accept any paid or unpaid office in Local 294. Upon payment date we will notify the Investigations Officer of the payment being made.

5. In addition, Respondent Bennett agrees to pay to the local's general fund \$3,450. He will pay \$1,725 by September 1, 1991 and \$1,725 by April 1, 1992. Failure to pay any money required by the specified date shall be deemed a

material breach of this agreement. Upon such material breach, respondent Bennett shall resign from any and all offices in Local 294 and shall thereafter neither seek nor accept any paid or unpaid office in Local 294. Upon payment date Bennett will notify the Investigations Officer of the payment being made.

6. Respondents all agree that the Local 294 executive board at its next scheduled meeting after approval of the agreement by the Independent Administrator will adopt the following matters (A), (B) and (C) as board resolutions and take all necessary steps to amend the Local Bylaws to add the language (A), (B) and (C):

Section 13(B) currently provides:

13(B) The Local Union Executive Board shall have the duty to investigate any alleged breach of fiduciary duty when circumstances so warrant and to take appropriate action if the investigation so merits.

A. [Add to Section 13(B) of the Local Union Bylaws]

The Executive Board shall conduct the investigation, directly or through a Special Counsel who does not represent the Local Union, its affiliated funds, Joint Council 18, or any of its affiliated funds. Upon completion of the investigation by the Executive Board or Special Counsel, including a hearing if requested, there shall be a direction from the Board or a recommendation from the Special Counsel to the Board. The Board shall take appropriate action to protect the interests of the Union and the membership. If the conduct of any Executive Board member is the subject of the investigation, that officer shall be disqualified from participating in any vote in this matter.

Section 7(F) currently provides:

7(F) The President shall have charge and supervision of all the officers and employees of this organization and shall have power to appoint, suspend, or discharge all appointive organizers, appointive Business Agents, Assistant Business Agents and employees. Vacancies occurring during the term of elected business agents, caused by death, resignation, shall be filled by appointment. Such appointment shall be made by the President and the appointee shall serve for the unexpired term of the vacancy. Executive officers are not disqualified from also serving as appointive Business Agents. The President shall appoint all committees.

B. [Add as the second sentence to Section 7(F) of the Local Union Bylaws]

However, the President shall not appoint anyone who has been convicted or plead guilty to a felony offense.

Section 13A(6) currently provides:

13A(6) fill any vacancies that occur during the term of such office, except as provided in Section 7, subsection (F).

C. [Add after the above language in Section 13(A)(6)]

However, the executive board shall not appoint anyone who has been convicted or plead guilty to a felony offense.

The Respondents will notify the Investigations Officer of action taken in each step of the bylaws amendment process within twenty four hours of the action taken by Local 294's board or the Local's members or the International.

7. The respondents and the Investigations Officer have entered into this agreement to fully resolve these charges. We understand that the Investigations Officer's agreement is limited to the charges attached and that he expressly reserves the right to pursue charges against any other officer or entity of the IBT or Local 294, arising out of the allegations contained in the charges or any other investigations.

8. We agree that this agreement will be submitted to the Independent Administrator for his review and approval. If approved by the Independent Administrator, we understand he will submit it to the district court for that court to enter it as an order.

9. 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. In the event that either the court or the Independent Administrator does not approve this agreement, we may individually elect to proceed with a hearing on the charges.

10. We make this agreement freely, under no duress or coercion of any kind, and after consultation with our attorney.

