

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____	:	88 Civ. 4486 (LAP)
UNITED STATES OF AMERICA	:	
	:	APPLICATION 93 OF THE
Plaintiff,	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
v.	:	INDEPENDENT REVIEW BOARD
	:	AND CRAIG KIRCHNER
INTERNATIONAL BROTHERHOOD	:	
OF TEAMSTERS, <u>et al.</u>	:	
	:	
Defendant.	:	
_____	:	

Pursuant to Paragraph O. of the Rules and Procedures for Operation of the Independent Review Board ("IRB") for the International Brotherhood of Teamsters ("IRB Rules"), the IRB files this Application submitting the Compromise Agreement with Craig Kirchner ("Kirchner") former Vice President and Business Agent and current member of Local Union 247 in Detroit, Michigan. The Agreement has been approved by the IRB and is submitted to Your Honor for review and, if appropriate, to be entered as an order. The Agreement seeks to resolve the charge recommended by the IRB. The Agreement, with a copy of the charge annexed thereto as Exhibit A, is enclosed, with a transmittal letter of the charge to the members of Joint Council 43 Executive Board.

This Application recognizes the importance of United States District Court Judge David N. Edelstein's February 2, 1994, Order in which he stated that all IRB Compromise Agreements shall "contain a paragraph informing signatories that the agreement will be reviewed and may be rejected." The Agreement reached between the IRB and Kirchner satisfies this procedure.

In compliance with Judge Edelstein's December 16, 1996, Order, one "backed" original and two copies of an Acknowledgment of Receipt are enclosed with this Application for execution by Your Honor.

Kirchner was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a), and Article XIX, Sections 7(b) (1), (2), (3) and (13) of the IBT Constitution by accepting and keeping money from an employer.

Effective the date the IRB approves the Agreement, January 22, 2001, Kirchner has agreed to serve a suspension from membership in the IBT and IBT Local 247 for a period of four years. He also agreed to be precluded from holding office or employment with Local 247 or any other affiliated IBT entity for a period of four years.

Kirchner has further agreed not to:

- (1) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 247 or any IBT entities, except that he may receive any fully vested pension benefits and fully vested welfare benefits;
- (2) receive any benefits, gratuities or gifts of any kind whatsoever from Local 247 or any IBT entities;
- (3) accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund;
- (4) participate in any manner in any of the activities or affairs of Local 247 or any other IBT entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 247 or IBT entities.

We have found the Agreement serves to resolve the charge in a fair and equitable manner.

Therefore, we respectfully request that Your Honor execute the Agreement on the line provided. This will, in effect, serve to have the Agreement "so ordered" by the Court. Thereafter, it is respectfully requested that a member of Your Honor's staff file the fully executed original Agreement with the Clerk and transmit to me a confirmed copy of the Agreement as "so ordered."

Dated: January 22, 2001

By: Frederick B. Lacey
Frederick B. Lacey
Member of the
Independent Review Board

-----X
 :
 In the Matter of :
 :
 CRAIG KIRCHNER :
 :
 Before the : AFFIDAVIT AND AGREEMENT
 :
 INDEPENDENT REVIEW BOARD :
 :
 :
 -----X

STATE OF MICHIGAN)
) ss.:
 COUNTY OF Wayne)

CRAIG KIRCHNER, being duly sworn, deposes and says, and agrees as follows:

1. The Independent Review Board, 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") has scheduled a hearing on the charge filed against me alleging that I brought reproach upon the IBT plans to file charges against me alleging that I brought reproach upon the IBT by accepting and keeping money from an employer in violation of federal law, by converting Local money and by failing to report the receipt of this payment and to forward the

payment to the Local in violation of the IBT Constitution and the Local 247 Bylaws.

2. I make this Affidavit and Agreement (the "Agreement") to resolve the charges described in paragraph 1. This Agreement does not constitute an admission of the IRB charges.

3. I represent and agree to the following:

(a) I am a member of the International Brotherhood of Teamsters ("IBT") and a member of IBT Local 247;

(b) I was a Local 247 Vice President and business agent;

(c) I currently hold no elected or appointed offices of any kind, paid or unpaid, in the IBT or any of its affiliated entities including any locals, superior bodies, conferences, councils, pension, health, welfare or severance plans or other such entities (collectively "IBT Entities");

(d) I currently receive no salary, allowances, or remuneration of any kind from any IBT Entity.

4. I hereby agree to:

(a) serve a suspension from membership in the IBT and IBT Local 247 for a period of four years commencing July 7, 2000 (the "effective date"); and

(b) be precluded from holding office or employment

with Local 247 or any other affiliated IBT entity for a period of four years from the effective date.

5. For a period of four years from the effective date forward, Local 247 and any other IBT Entities shall not pay to me, nor shall I accept, any salary, allowance, fee or compensation of any kind, except that I may receive my fully vested severance and pension benefits for which I am eligible.

6. For a period of four years from the effective date forward, I will receive no benefits, gratuities or gifts of any kind whatsoever from Local 247 or any IBT entities. For a period of four years from the effective date forward, Local 247 and any other IBT Entities shall not make, nor shall I accept, any contributions on my behalf to any pension, health and welfare, severance or other benefit fund.

7. For a period of four years from the effective date forward, I shall not participate in any manner in any of the activities or affairs of Local 247 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 247 and IBT Entities.

8 This Agreement is permanent.

9. I understand that the IRB's Agreement would be to resolve the charges filed against me described in paragraph 1.

10. I understand that this Agreement is limited to the charges described in paragraph 1 and that the IRB expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 247 arising from the allegations contained in the charges described in paragraph 1 or any other investigation.

11. I understand and agree that this Agreement will be submitted to the Independent Review Board ("IRB") for its review and, if approved by the IRB, it will be submitted to the United States District Court for the Southern District of New York for review. I understand that, if this Agreement is approved by the United States District Court for the Southern District of New York, it will be entered as a Court Order. I understand that no representations have been made as to whether this Agreement will be approved by the IRB or the United States District Court for the Southern District of New York. If this Agreement is not approved by the IRB or the United States District Court for the Southern District of New York, there will be no Agreement.

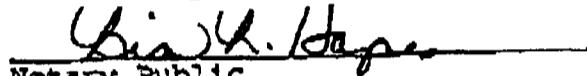
12. I make this Agreement freely, under no duress or coercion of any kind.

13. I will transmit this Agreement, signed by me, to the Independent Review Board. When it is signed by the Independent Review Board, it will be submitted to the Court for


review.


CRAIG KIRCHNER

Sworn to before me this
2nd th day of January, 2001


Notary Public

LISA L HAYNES
Notary Public, Wayne County, MI
My Commission Expires Jul 17, 2005

Witnessed 

Agreed:


for the Independent Review Board

Dated January 22, 2001

So Ordered:
Hon. Loretta A. Preska


U.S. District Judge

Dated January 31, 2001