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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA,	:	
	:	
Plaintiff,	:	88 CIV. 4486 (LAP)
	:	
v.	:	APPLICATION 114 OF THE
	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
INTERNATIONAL BROTHERHOOD OF	:	INDEPENDENT REVIEW BOARD
TEAMSTERS, <u>et al.</u>	:	AND JOSEPH G. VITTA
	:	
Defendants.	:	
	:	

Pursuant to Paragraph O. of the Rules and Procedures for Operation of the Independent Review Board for the International Brotherhood of Teamsters ("IRB Rules"), the Independent Review Board ("IRB") files this Application submitting the Agreement with Joseph G. Vitta, the Recording Secretary and a Business Agent of Local 812 in Scarsdale, New York. The Agreement has been agreed to by the IRB and is submitted to Your Honor for review and, if appropriate, to be entered as an order.

The IRB recommended in its report dated August 23, 2004, that Joint Council 16 file charges against Joseph G. Vitta. Joint Council 16 scheduled a hearing on the charges against him alleging that he brought reproach upon the IBT and otherwise violated the International Constitution in his contacts with Anthony Rumore during his disciplinary suspension and by his

sworn examination testimony concerning those contacts. Joseph G. Vitta signed an Agreement seeking to resolve the matter. The Agreement is enclosed.

This Application complies with former United States District Court Judge David N. Edelstein's February 2, 1994, Order stating that all IRB Agreements shall "contain a paragraph informing signatories that the agreement will be reviewed and may be rejected." The Agreement reached between the IRB and Joseph G. Vitta satisfies this procedure. One "backed" original and one copy of an Acknowledgment of Receipt are enclosed with this Application for execution by Your Honor.

Effective January 13, 2005, Joseph G. Vitta has agreed to serve a one-year suspension from holding office, employment and membership with Local 812 and any other IBT entities, and to serve a one-year suspension as Trustee of two Local 812 Trust Funds. From the effective date forward, he has further agreed for a period of one year not to:

(1) accept pay from Local 812 and any other IBT entities or accept any salary, severance payment, allowance, fee or compensation of any kind, except that he may receive his vested benefits;

(2) receive any benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 812 and any other IBT entities;

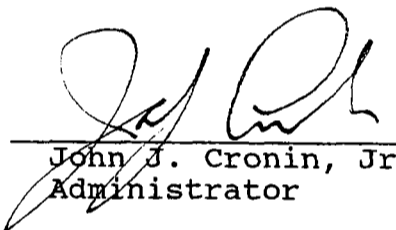
(3) accept any contributions from Local 812 and any other IBT entities on his behalf to any pension, health and welfare, severance or other benefit fund;

(4) attend or participate in any manner in any of the activities or affairs of Local 812 or any other IBT entities; and

(5) take or accept after the expiration of the suspension period, any compensation or remuneration in money or other things of value to replace the compensation or benefits lost pursuant to the Agreement.

We have found the Agreement serves to resolve the matter 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."

By: 
John J. Cronin, Jr.
Administrator

Dated: January 13, 2005

In the Matter of Joseph G. Vitta X
 :
 :
Before the :
 :
Independent Review Board :

 :

AFFIDAVIT AND AGREEMENT

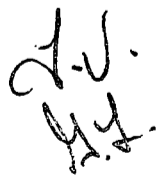
STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

Joseph G. Vitta, being duly sworn, deposes and says, and agrees as follows:

1. The Independent Review Board (“IRB”), 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”) recommended in a report dated August 23, 2004 that Joint Council 16 file charges against me. Joint Council 16 scheduled a hearing on those charges filed against me alleging that I brought reproach upon the IBT and otherwise violated the International Constitution in my contacts with Anthony Rumore during his disciplinary suspension and by my sworn examination testimony concerning those contacts.

2. I make this Affidavit and Agreement (the “Agreement”) to resolve the charges described in paragraph 1. This Agreement does not constitute an admission or denial of the 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 812;
 - b) I am the Local 812 Recording Secretary and a Business Agent;
 - c) I am a Trustee of the Local 812 Health Fund; and



d) I am a Trustee of the Soft Drink and Brewery Workers Local 812 Retirement Fund.

4. I hereby agree to serve a one-year suspension from holding office, employment and membership with Local 812 and any other IBT entities, and to serve a one-year suspension as Trustee of the above-mentioned Funds effective the date ("the effective date") the IRB approves this Agreement.

5. For a period of one year from the effective date forward, Local 812 and any other IBT entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee or compensation of any kind, except that I may receive my vested benefits.

6. For a period of one year from the effective date forward, I will receive no benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 812 and any other IBT entities. From the effective date forward to the end of the suspension period, Local 812 and any other IBT entities shall not and have not made, nor shall I accept any contributions from Local 812 and any other IBT entities on my behalf to any pension, health and welfare, severance or other benefit fund.

7. From the effective date of this Agreement for a period of 1 year, ending 365 days later, I shall not attend or participate in any manner in any of the activities or affairs of Local 812 or any other IBT entities, including, but not limited to, meetings, discussions, negotiations, votes or any other business or activity of Local 812. I shall not enter or telephone the offices of Local 812 or any IBT entities.

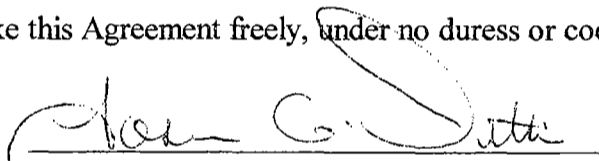
8. I represent that I shall not take or accept after the expiration of the suspension period, any compensation or remuneration in money or other things of value to replace the compensation or benefits lost pursuant to the Agreement.

Handwritten signature in black ink, appearing to be "A.V. H.S." with a flourish.

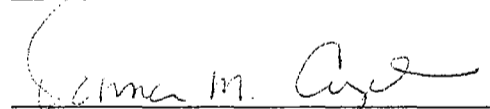
9. I have entered into this Agreement on the understanding that the Joint Council will not proceed with the charges described in paragraph 1.

10. I understand and agree that this Agreement will be submitted to the 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, whereupon 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. Approval of this Agreement by the IRB and the United States District Court for the Southern District of New York shall resolve the charges described in paragraph 1. 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.

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



Joseph G. Vitta

Sworn to before me this
30 day of December, 2004

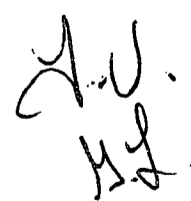

Notary Public

DONNA M. COYNE
Notary Public, State of New York
No. 01006100663
Qualified in Orange County
Commission Expires October 27, 2007

Agreed:


For Joint Council 16

Dated: 1/6/05



Agreed:


For the Independent Review Board

Dated: 1/13/05

So Ordered:
Honorable Loretta A. Preska


U.S. District Judge

Dated: January 27, 2005

L.A.P.
1/27