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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA	:	88 Civ. 4486 (DNE)
	:	
Plaintiff,	:	APPLICATION XXXVII OF THE
	:	INDEPENDENT REVIEW BOARD
v.	:	-- AGREEMENTS BETWEEN THE
	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD	:	AND NICHOLAS PARISE, SR.
OF TEAMSTERS, et al.	:	AND NICHOLAS PARISE, JR.
	:	
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 Agreements with Nicholas Parise, Sr. ("Parise, Sr.") and Nicholas Parise, Jr. ("Parise, Jr."), former members of Local Union 813 in New York, New York. These Agreements were approved by the IRB and are submitted to Your Honor for review and, if appropriate, to be entered as orders. The Agreements seek to resolve the matter of The Independent Review Board v. Nicholas Parise, Sr. and Nicholas Parise, Jr. The Agreements, with copies of the charges annexed thereto as Exhibit A, are enclosed herewith.

This Application recognizes the importance of Your Honor's February 2, 1994, Order in which Your Honor stated that all IRB Compromise Agreements shall "contain a paragraph informing signatories that the agreement will be reviewed and, may be rejected." The Agreements reached between the IRB and Parise, Sr. and Parise, Jr. satisfy this procedure for Your Honor's review.

Parise, Sr. and Parise, Jr. were charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX, Section 7(b)(1), (2) and (3) of the IBT Constitution and Local 813 Bylaws Section 6.02(a) for failing to disclose to Local 813 that they had sold Two Star Carting's¹ carting routes, ceased to employ Local 813 members other than themselves and, because they no longer worked in the craft or owned vehicles operating in an industry over which Local 813 had jurisdiction, they were ineligible for Local 813 membership and benefits.

Effective the date the IRB approved the Agreements, September 11, 1996, Parise, Sr. and Parise, Jr. have agreed to resign permanently from membership in the IBT.

Parise, Sr. and Parise, Jr. have further agreed not to:

(1) accept any salary, severance payment, allowance, fee or compensation of any kind;

(2) receive any benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 813 or IBT Entities;

(3) accept any contributions from Local 813 or any other IBT Entities on their behalf to any pension, health and welfare, severance or other benefit fund;

(4) hold, seek or accept election or appointment to any office, paid or unpaid, in any IBT Entity, nor hold, seek or accept any employment, consulting or other similar relationship of any kind with any IBT Entity.

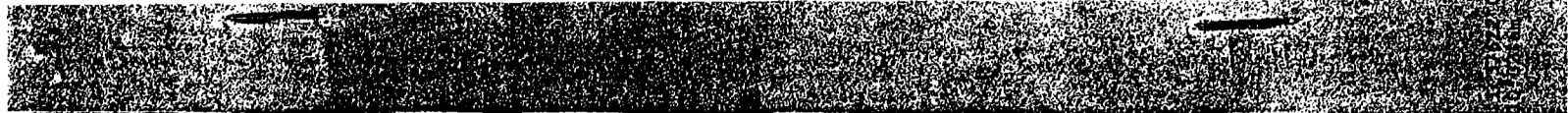
¹ Two Star Carting is a carting business that was purchased by Parise, Sr. in 1968. Sometime thereafter, Parise, Jr. became owner of some 10-20% of the business.

We have found the Agreements comport with Your Honor's February 2, 1994, Order and serve to resolve the charges in a fair and equitable manner.

Therefore, we respectfully request that Your Honor execute the Agreements on the lines provided. This will, in effect, serve to have these Agreements "so ordered" by the Court. Thereafter, it is respectfully requested that a member of Your Honor's staff file the fully executed original Agreements with the Clerk.

Dated: September 11, 1996

By: William H. Webster
William H. Webster
Member of the
Independent Review Board



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In the Matter of :

NICHOLAS PARISE, SR. : AFFIDAVIT

Before the : AND AGREEMENT

INDEPENDENT REVIEW BOARD :

:

-----X

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

NICHOLAS PARISE, SR., 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 referred to Local 813, I.B.T. on April 24, 1996, proposed charges against me pursuant to the Consent Order (the "Charges"). A copy of the Charges is annexed as Exhibit A and incorporated herein by reference.

2. I make this affidavit and Agreement (the "Agreement") to resolve the proposed charges in the April 24, 1996 report sent to Local 813. This Agreement does not constitute an admission by me of any wrongdoing, as alleged in the Charges.

3. I represent and agree to the following:

a. I was a member of the International Brotherhood of Teamsters ("IBT") and Local 813, I.B.T.

b. I currently hold no other elected or appointed offices of any kind, paid or unpaid, in the IBT or in any of its affiliated entities, including Local 813, or with any pension, health and welfare or other benefit fund or other such entities affiliated with the IBT (collectively "IBT Entities").

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

d. I have resigned, effective July 1, 1996, as a member of the IBT and Local 813.

e. Since that date, I have not received any benefits, gratuities or gifts of any kind from Local 813, and no contributions have been made on my behalf by Local 813 or any other IBT Entity to any pension, health and welfare or other benefit plan. I am however, claiming pension benefits that are prepaid and vested as of the effective date of my resignation.

f. From the effective date of this Agreement forward, Local 813 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 fully vested benefits.

g. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 813 or IBT Entities. From the effective date of this Agreement forward, Local 813 or 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.

h. I agree that, from the date of this Agreement, I will not hold, seek or accept election or appointment to any office, paid or unpaid, in any IBT Entity, nor will I hold, seek or accept any employment, consulting or other similar relationship of any kind with any IBT Entity. From the date of this Agreement forward, I will not seek or accept membership in the IBT.

i. This Agreement is permanent.

4. I have entered into this Agreement based on the understanding that the Independent Review Board agrees that it will not pursue the Charges attached as Exhibit A.

5. I understand 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 South 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. I further understand that if, upon review, this Agreement is not approved by the United States District Court for the Southern District Court of New York, this Agreement will be void.

6. I have entered into this Agreement on the understanding that Local 813 and the IRB agree not to pursue the proposed charges described in the April 24, 1996 report. I understand that this Agreement, which is subject to review by the United States District Court for the Southern District of New York, is limited to the charges detailed in the April 24, 1996 IRB report

and the IRB expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 813 on any of the allegations contained in the

Report of proposed charges, or any other investigation.

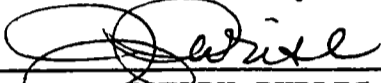
7. I make this Agreement carefully after consultation with my attorney and fully understand its terms.


8. I have authorized counsel to the Trustee of Local 813, to transmit this Agreement, signed by me, to the Independent Review Board. If it is signed by the Independent Review Board,

it will then be submitted to the United States District Court for
the Southern District of New York.


NICHOLAS PARISE, SR.

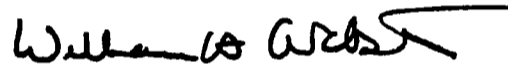
Sworn to before me this
22 day of July, 1996


JANICE PARISE
Notary Public, State of New York
No. 41-4968988
Qualified in Queens County
Commission Expires July 9, 1998

Witnessed: 

APPROVED:

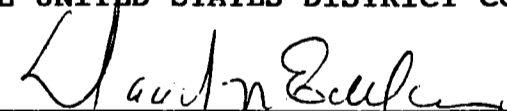
FOR THE INDEPENDENT REVIEW BOARD



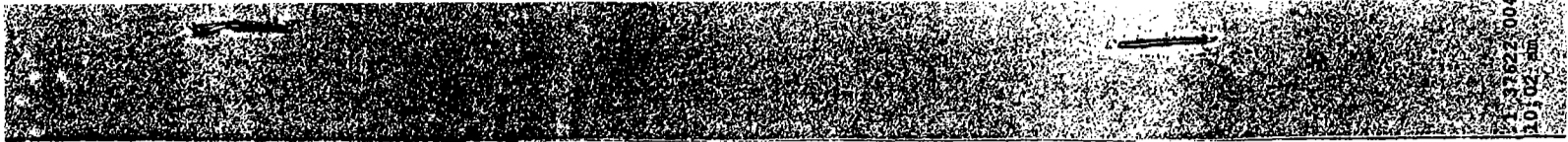
DATE: 9/11/96

SO ORDERED:

HONORABLE DAVID N. EDELSTEIN
FOR THE UNITED STATES DISTRICT COURT



DATE: 9/12/96



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10/02/96

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In the Matter of :

NICHOLAS PARISE, JR. : AFFIDAVIT

Before the : AND AGREEMENT

INDEPENDENT REVIEW BOARD :

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) ss:

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2. I make this affidavit and Agreement (the "Agreement") to resolve the proposed charges in the April 24, 1996 report sent to Local 813. This Agreement does not constitute an admission by me of any wrongdoing, as alleged in the Charges.

3. I represent and agree to the following:

a. I was a member of the International Brotherhood of Teamsters ("IBT") and Local 813, I.B.T.

b. I currently hold no other elected or appointed offices of any kind, paid or unpaid, in the IBT or in any of its affiliated entities, including Local 813, or with any pension, health and welfare or other benefit fund or other such entities affiliated with the IBT (collectively "IBT Entities").

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

d. I have resigned, effective July 1, 1996, as a member of the IBT and Local 813.

e. Since that date, I have not received any benefits, gratuities or gifts of any kind from Local 813, and no contributions have been made on my behalf by Local 813 or any other IBT Entity to any pension, health and welfare or other benefit plan. I am however, claiming pension benefits that are prepaid and vested as of the effective date of my resignation.

f. From the effective date of this Agreement forward, Local 813 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 fully vested benefits.

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8. I have authorized counsel to the Trustee of Local 813, to transmit this Agreement, signed by me, to the Independent Review Board. If it is signed by the Independent Review Board,

it will then be submitted to the United States District Court for
the Southern District of New York.

Nicholas Parise
NICHOLAS PARISE, JR.

Sworn to before me this
22 day of July, 1996

J. Parise
NOTARY PUBLIC
JANICE PARISE
Notary Public, State of New York
No. 41-4968956
Qualified in Queens County
Commission Expires July 9, 1998

Witnessed: Krista Tidemann

APPROVED:

FOR THE INDEPENDENT REVIEW BOARD

William W. Weber

DATE: 9/11/96

SO ORDERED:

HONORABLE DAVID N. EDELSTEIN
FOR THE UNITED STATES DISTRICT COURT

David N. Edelstein
DATE: 9/12/96