

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA	:	88 Civ. 4486 (DNE)
	:	
Plaintiff,	:	APPLICATION LXXXV OF THE
	:	INDEPENDENT REVIEW BOARD
v.	:	-- AGREEMENT BETWEEN THE
	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD	:	AND HAROLD BRANCHE
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 Harold Branche ("Branche") member, former Secretary-Treasurer and principal officer of Local Union 771 in Lancaster, Pennsylvania. This Agreement was 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 charges recommended by the IRB and subsequently filed by Joint Council 53. The Agreement, with a copy of the reimbursement payment (Exhibit A) and the charges (Exhibit B), is enclosed, with a transmittal letter thereof to the members of IBT Local 771 Executive Board

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 Agreement reached between the IRB and Branche satisfies this procedure for Your Honor's review.

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In compliance with Your Honor'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.

Branche was charged with bringing reproach upon the IBT and violating his fiduciary responsibility to the members in violation of Article II, Section 2(a), and Article XIX, Sections 7(b)(1), (2) and (3) of the IBT Constitution and Local 771 Bylaw Articles 14(A)(2) and 16(E) by improperly authorizing payments to himself and another Local 771 employee.

Effective the date the IRB approves the Agreement, July 13, 2000, Branche has agreed to a suspension of five years.

Branche has further agreed not to:

(1) hold any office or employment with Local 771 or any IBT Entities;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind or benefit fund contributions of any kind, except that he may receive any fully vested pension benefits and fully vested welfare benefits;

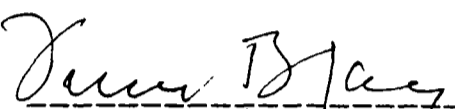
(3) accept benefits, gratuities, severance payment or gifts of any kind from Local 771 or IBT Entities;

(4) participate in any manner in any of the activities or affairs of Local 771 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 771 and IBT Entities.

We have found the Agreement comports with Your Honor's February 2, 1994, Order and 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 this 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.

Dated: July 13, 2000

By: 

Frederick B. Lacey
Member of the
Independent Review Board

In the Matter of

HAROLD BRANCHE

Before

JOINT COUNCIL NO. 53

AFFIDAVIT AND AGREEMENT

COMMONWEALTH OF PENNSYLVANIA)

)

COUNTY OF LANCASTER)

)

HAROLD BRANCHE, 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 that charges be filed against me for bringing reproach upon the IBT by violating the IBT Constitution and Local 771 Bylaws relating to financial matters. The recommended charges stated that I, while an officer of Local 771, caused payments to be made to me and to Diane Delallo without approval and disclosure to the Local's Executive Board and members. The Executive Board of Local 771 adopted and filed these charges.

2. I make this Affidavit and Agreement (the "Agreement") to make full restitution to Local 771 and to resolve the charges described in paragraph 1. This Agreement does not constitute an admission or a denial of the aforesaid charges.

3. I represent and agree to the following:

(a) I am a former member of the International Brotherhood of Teamsters ("IBT") and a former member of IBT Local 771 ("Local 771");

(b) I was the Secretary-Treasurer and principal officer of Local 771;

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

(d) On January 28, 2000, I agreed with Joint Council No. 53, before which Local 771 and I had agreed to a hearing on the charges, to: (a) serve a suspension from membership in the IBT and Local 771 for a period of five years, (b) be precluded from holding any office or employment with Local 771 or any IBT Entity for the same five-year period, (c) repay Local 771 the sum of four thousand, three hundred, seventy-nine dollars and thirty-nine cents (\$4,379.39) and (d) pay the equivalent of union dues as an agency fee to Local 771 if I am employed by an employer that is party to a collective bargaining agreement with Local 771 during my period of suspension. Since that date I have received no salary, allowances, or remuneration of any kind from Local 771 or any IBT Entities.

(e) I hereby reiterate my agreement to serve the suspension from membership and from holding any office or employment as set forth in paragraph 3(d) above for five years effective upon the date that this Agreement is approved by the Independent Review Board ("the effective date").

(f) I hereby reiterate my agreement to fully reimburse Local 771 the sum of four thousand three hundred seventy-nine dollars and thirty-nine cents

(\$4,379.39). I shall make this payment in full to Local 771 by close of business on April 3, 2000.

(g) I hereby reiterate and agree to pay the equivalent of union dues as an agency fee to Local 771 if I am employed by an employer that is party to a collective bargaining agreement with Local 771 during my period of suspension.

5. For a period of five years from the effective date, Local 771 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, excluding pension benefits from any Teamster pension fund.

6. For a period of five years from the effective date, I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 771 or IBT Entities, excluding pension benefits from any Teamster pension fund. For a period of five years from the effective date, Local 771 and the 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. Nothing in this Agreement shall prevent an employer of mine that is contractually obligated to contribute to such benefit funds for its employees from contributing on my behalf.

7. This Agreement is permanent.

8. I have entered this Agreement on the understanding that Local 771 agrees that it will not proceed with the charges described in paragraph 1 above.

9. I understand that Local 771's Agreement is limited to the recommended charges described in paragraph 1 and that it expressly reserves the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 771 arising

from the allegations contained in the recommended charges described in paragraph 1 or any other investigation. I further understand that this Agreement does not prevent the IBT or any other appropriate body or individual from filing charges against me concerning any matter not raised in the recommended charges described in paragraph 1.

10. I understand and agree that this Agreement will be submitted to the Independent Review Board 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.

11. I make this Agreement freely, under no duress or coercion of any kind and after consultation with my attorney.

12. I authorize the attorney for Joint Council No. 53 to 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.

13. I hereby swear under penalty of perjury that the above statements are true to the best of my knowledge, information and belief. Further Affiant sayeth not.



HAROLD BRANCHE

Sworn to before me this
20th day of June, 2000.

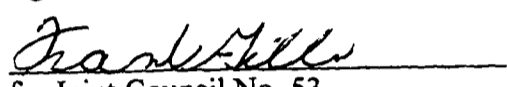

Notary Public

Notarial Seal
Joanne B. May, Notary Public
Lancaster, Lancaster County
My Commission Expires June 8, 2001
Member, Pennsylvania Association of Notaries


REC'D 11/11/00

Agreed:

Walter DeTreu, Esq.
Counsel for Harold Branche

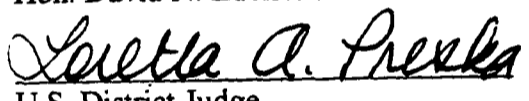
Dated: 6/13/00

Agreed:

for Joint Council No. 53

Dated: 6-12-2000

Approved:

for the Independent Review Board

Dated: 7/13/00

SO ORDERED: *Loretta A. Preska*
Hon. ~~David N. Edelstein~~

U.S. District Judge

Dated: November 3, 2000