

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA	:	88 Civ. 4486 (DNE)
Plaintiff,	:	APPLICATION LXIX OF THE
v.	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD	:	-- AGREEMENTS BETWEEN THE
OF TEAMSTERS, <u>et al.</u>	:	INDEPENDENT REVIEW BOARD
Defendant.	:	AND WILLIAM C. WRIGHT, Jr.
	:	and VINCENT N. LASITA
	:	
	:	

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 William C. Wright, Jr. ("Wright") President of IBT Local Union 100 and Vincent N. Lasita ("Lasita") Secretary-Treasurer of IBT Local Union 100 in Cincinnati, Ohio. The 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. William C. Wright, Jr. and Vincent N. Lasita. The Agreements, with copies of the charges annexed thereto as Exhibit A, are enclosed, with a transmittal letter thereof to Mr. Gary M. Tiboni, President of Joint Council 1.

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 Wright and Lasita satisfy this procedure for Your Honor's review.

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.

Wright was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX Section 7(b)(1) and (2) of the IBT Constitution and Local Union 100 Bylaws Section 8(A) and Sections 16(A)(2), (4) and (8) by failing to disclose to members and failing to obtain the consent of the Executive Board and the membership where required under the Bylaws for the hiring of your spouse as a clerical employee of the Local, the failure to describe accurately in the minutes as required a salary increase the Executive Board granted to yourself and other Executive Board members and the making of substantial non-routine expenditures of Local monies for Local roofing and air conditioning equipment purchases.

Lasita was charged with bringing reproach upon the IBT in violation of Article II, Section 2(a) and Article XIX Section 7(b)(1) and (2) of the IBT Constitution and Local Union 100 Bylaws Section 8(A) and Sections 16(A)(2), (4) and (8) by failing to disclose to members and failing to obtain the consent of the Executive Board and the membership where required under the Bylaws with regard to hiring the spouse of the Local's President as a clerical employee of the Local, the failure to describe accurately in the minutes as required a salary increase the Executive Board granted to yourself and other Executive Board members and the

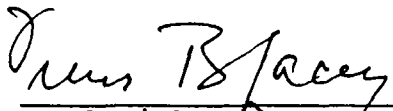
making of substantial non-routine expenditures of Local monies for Local roofing and air conditioning equipment purchases.

On April 5, 1999, Wright and Lasita began to serve a three-month suspension from membership in the IBT.

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 the 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: July 19, 1999

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

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In the Matter of :

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WILLIAM C. WRIGHT, JR. :

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Before the : AFFIDAVIT AND AGREEMENT

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INDEPENDENT REVIEW BOARD :

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STATE OF OHIO)
) ss.:
COUNTY OF HAMILTON)

WILLIAM C. WRIGHT, JR. , 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") has a charge pending against me alleging that I brought reproach upon the IBT by violating the IBT Constitution and Local 100 Bylaws relating to financial matters. The charge stated that I allowed my wife to be employed by the Local without obtaining Executive Board approval, as the Local Bylaws required; that I and other Executive Board members adopted a Resolution which granted Board members a salary

increase in which the salary increase was misdescribed as a "restructuring of meeting pay;" and that I and another Executive Board member expended Local monies for non-routine expenditures without obtaining the required Executive Board and membership approval as provided in the Bylaws.

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

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 100;

(b) I was the President of IBT Local 100 and a Trustee of Joint Council No. 1; *and a Trustee of OHIO Conference;* WCA

(c) I currently hold no elected or appointed offices or employment 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) On April 5, 1999, I began a three-month suspension from the offices of President of Local 100 and Trustee of Joint Council No. 1 and all employment with Local 100 and

Joint Council No. 1. On March 18, 1999, Joint Council No. 1 imposed this suspension following a hearing on the IRB-recommended charge in this matter. During this period of suspension, I have received no salary, allowances, or remuneration of any kind from Local 100, Joint Council No. 1 and the IBT Entities.

4. I hereby agree to serve a suspension from holding any office or employment with Local 100 and Joint Council No. 1 for one year effective April 5, 1999 ("the effective date"). For a period of one year from the effective date, I agree not to hold any officer position with Local 100, Joint Council No. 1, any positions mentioned in paragraphs 3(b)-(d) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 100, Joint Council No. 1 and the IBT Entities. This suspension will end on April 5, 2000.

5. For a period of one year from the effective date, Local 100, Joint Council No. 1 and the IBT Entities shall not pay to me, nor shall I accept, any salary, severance payment, allowance, fee or compensation of any kind.

6. For a period of one year from the effective date, I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 100, Joint Council No. 1

and the IBT Entities. For a period of one year from the effective date, Local 100, Joint Council No. 1 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.

7. This Agreement is permanent.

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


9. I understand that the IRB's Agreement is limited to the charge 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 100 arising from the allegations contained in the charge described in paragraph 1 or any other investigation.

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 Honorable David N. Edelstein, United States District Judge, 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

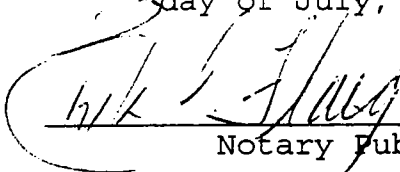
as to whether this Agreement will be approved by the IRB or the United States District Court for the Southern District of New York. If this Agreement is not approved by the United States District Court for the Southern District of New York, there will be no Agreement.

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

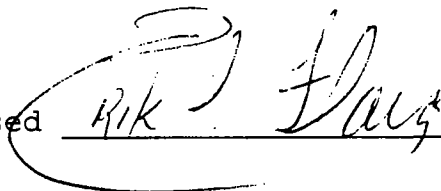
13. I have authorized my attorney to transmit this Agreement, signed by me, to the IRB. If it is signed by the IRB, it will be submitted to the Court for review.


WILLIAM C. WRIGHT, JR.

Sworn to before me this
day of July, 1999


Notary Public

ERIK T. FLAIG
Notary Public, State of Ohio
My Commission Expires May 29, 2000
Hamilton County

Witnessed 

Agreed:

Jerry Blacy
for the Independent Review Board

Dated July 19, 1999

So Ordered:
Hon. David N. Edelstein

D/N/E
U.S. District Judge

Dated July 21, 1999

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In the Matter of :

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VINCENT N. LASITA :

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Before the : AFFIDAVIT AND AGREEMENT

:

INDEPENDENT REVIEW BOARD :

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STATE OF OHIO)

) ss.:

COUNTY OF HAMILTON)

VINCENT N. LASITA, 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") has a charge pending against me alleging that I brought reproach upon the IBT by violating the IBT Constitution and Local 100 Bylaws relating to financial matters. The charge stated that I and the Local 100 President, William C. Wright, Jr., allowed Wright's wife to be employed by the Local without obtaining Executive Board approval, as the Local Bylaws required; that I and other Executive Board members

adopted a Resolution which granted Board members a salary increase in which the salary increase was misdescribed as a "restructuring of meeting pay;" and that I and another Executive Board member expended Local monies for non-routine expenditures without obtaining the required Executive Board and membership approval as provided in the Bylaws.

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

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 100;

(b) I was the Secretary-Treasurer of IBT Local 100;

(c) I currently hold no elected or appointed offices or employment 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) On April 5, 1999, I began a three-month suspension from the office of Secretary-Treasurer of Local 100

and all employment with Local 100. On March 18, 1999, Joint Council No. 1 imposed this suspension following a hearing on the IRB-recommended charge in this matter. During this period of suspension, I have received no salary, allowances, or remuneration of any kind from Local 100 and the IBT Entities.

4. I hereby agree to serve a suspension from holding any office or employment with Local 100 for one year effective April 5, 1999 ("the effective date"). For a period of one year from the effective date, I agree not to hold any officer position with Local 100, any positions mentioned in paragraphs 3(b)-(c) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 100 and the IBT Entities. This suspension will end on April 5, 2000.

5. For a period of one year from the effective date, Local 100 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.

6. For a period of one year from the effective date, I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 100 or IBT Entities. For a period of one year from the effective date, Local 100 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.

7. This Agreement is permanent.

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

9. I understand that the IRB's Agreement is limited to the charge 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 100 arising from the allegations contained in the charge described in paragraph 1 or any other investigation.

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 Honorable David N. Edelstein, United States District Judge, 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 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 and after consultation with my attorney.

12. I have authorized my attorney to transmit this Agreement, signed by me, to the IRB. If it is signed by the IRB, it will be submitted to the Court for review.

Vincent N. Lasita
VINCENT N. LASITA

Sworn to before me this
14th day of July, 1999

Shannon M. Balnes

Notary Public

SHANNON M. BALNES

Notary Public State of Ohio

My Commission Expires August 21, 2004

Hamilton County

Witnessed

Shannon M. Balnes

Agreed:

David N. Edelstein

for the Independent Review Board

Dated

July 15, 1999

So Ordered:

Hon. David N. Edelstein

D/N/E

U.S. District Judge

Dated

July 26, 1999