

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA	:	88 Civ. 4486 (DNE)
	:	
Plaintiff,	:	APPLICATION XLVIII OF THE
	:	INDEPENDENT REVIEW BOARD
v.	:	-- AGREEMENT BETWEEN THE
	:	INDEPENDENT REVIEW BOARD
INTERNATIONAL BROTHERHOOD	:	AND JOSEPH VITARELLI
OF TEAMSTERS, et al.	:	
	:	
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 Joseph Vitarelli ("J. Vitarelli"), member of IBT Local Union 813 in New York, New York. 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 matter of The Independent Review Board v. Joseph Vitarelli. The Agreement, with a copy of the internal Union charges (Exhibit A) and a copy of the IRB Investigative Report with a transmittal letter thereof to Trustee Joseph K. Foy (Exhibit B), is enclosed.

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 J. Vitarelli satisfies 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.

J. Vitarelli 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) and Section 14(i) of the IBT Constitution for obstructing, interfering and unreasonably failing to cooperate with the duties of the IRB as set forth in paragraph G of the March 14, 1989, Consent Decree in United States v. International Brotherhood of Teamsters, 88 Civ, 4486 (S.D.N.Y.), by refusing to appear for his sworn in-person examination.

Effective the date the IRB approves the Agreement, April 8, 1997, J. Vitarelli has agreed to resign permanently from membership in the IBT.

J. Vitarelli has further agreed not to:

(1) hold any position with Local 813, any positions mentioned in paragraphs 3(a-c) of the Agreement, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 813 and any IBT Entities;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 813 and IBT Entities, except that he may receive any fully vested pension and severance plan benefits;

(3) receive any benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 813 and IBT Entities, except that he may receive any fully vested pension and severance plan benefits;

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


(5) participate as a member of Local 813 in any manner in any of the activities or affairs of Local 813, the IBT or any other IBT Entity, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 813 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: April 8, 1997

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

R E C E I V E D

MAR 06 1997

COHEN WEISS & SIMON

AFFIDAVIT AND AGREEMENT

I, Joseph Vitarelli, being duly sworn, depose and agree as follows:

1. Eugene Maney, International Trustee of Local 813, International Brotherhood of Teamsters ("Local 813"), has brought internal union charges against me that were recommended by the Independent Review Board ("IRB"), appointed pursuant to the Consent Order entered on March 14, 1989 in United States v. International Brotherhood of Teamsters, 88 Civ. 4486 (DNE) (SDNY) (the "Consent Order"), on September 18, 1996. A copy of the internal union charges is annexed as Exhibit A and incorporated herein by reference. A copy of the report and charges recommended by the IRB is annexed as Exhibit B and incorporated herein by reference.

2. I make this Affidavit and Agreement (the "Agreement") to permanently resign my International Brotherhood of Teamsters ("IBT") membership and all IBT affiliated positions in order to resolve the charges referenced in paragraph 1. This Agreement does not constitute an admission of the charges.

3. I represent and agree to the following:

(a) I am a member of the IBT and a member of IBT Local 813;

(b) 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");

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

4. I hereby permanently resign from the IBT and from all my positions with Local 813 and all IBT Entities, effective upon the date this Agreement is approved by the IRB ("the effective date"). From the effective date forward, I agree never to hold membership in the IBT. From the effective date forward, I further agree never to hold any position with Local 813, any positions mentioned in paragraphs 3(a)-(c) above, and any other employment, office, position or consulting or similar relationship, whether paid or unpaid, with Local 813 and any IBT Entities.

5. 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 shall receive my fully vested pension and severance plan benefits.

6. I will receive no benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 813 or IBT Entities, except that I shall receive my fully vested pension and severance plan benefits. From the effective date of this Agreement forward, Local 813 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. From the effective date of this Agreement forward, I shall not participate as a member of Local 813 in any manner in any of the activities or affairs of Local 813 or any other IBT Entities, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 813 and IBT Entities.

8. This Agreement is permanent.

9. I have entered this Agreement on the understanding that the Trustee of Local 813 and the IRB agree that they will not proceed with the charges described in paragraph 1 above.

10. I understand that the Trustee's and the IRB's Agreement is limited to the charges described in paragraph 1 and they expressly reserve the right to pursue charges against any other officer, member, employee or entity of the IBT and Local 813 arising out 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 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 on the United States District Court for the Southern District of New York.

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

13. I have authorized counsel for the Trustee of Local 813 to transmit this Agreement, signed by me, to the IRB. When it is signed by the IRB it will be submitted to the Court for review.

Joseph Vitarelli
Joseph Vitarelli

Sworn to before me this
21st day of March 1997

[Signature]

Witnessed _____

Agreed:

Eugene P. Money
For the Trustee of Local 813

Dated 3-4-97

James Tolay
For the Independent Review Board

Dated April 8, 1997

So Ordered:
Hon. David N. Edelstein

[Signature]
United States District Judge

Dated MAY 8, 1997