

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<hr/>		:	88 Civ. 4486 (LAP)
UNITED STATES OF AMERICA	:	:	
	:	:	APPLICATION 97 OF THE
Plaintiff,	:	:	INDEPENDENT REVIEW BOARD
	:	:	-- AGREEMENT BETWEEN THE
v.	:	:	INDEPENDENT REVIEW BOARD
	:	:	AND GARY MAUGER
INTERNATIONAL BROTHERHOOD	:	:	
OF TEAMSTERS, <u>et al.</u>	:	:	
	:	:	
Defendant.	:	:	
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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 Gary Mauger ("Mauger"), member and Secretary-Treasurer of Local 14 in Las Vegas, Nevada. The Agreement has been 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 charge recommended by the IRB. The Agreement, with a copy of the IRB Report annexed thereto as Exhibit A, is enclosed, with a transmittal letter to the members of the Executive Board of Joint Council 42.

This Application complies with United States District Court Judge David N. Edelstein's February 2, 1994, Order stating 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 Joint Council 69 satisfies this procedure.

In compliance with Judge Edelstein'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.

Mauger was charged with bringing reproach upon the IBT and violating his membership oath in violation of Article II, Section 2(a), Article XII, Section 1(b) and Article XIX, Sections 7(b)(1) and (2) of the IBT Constitution by entering into sham collective bargaining agreements and failing to supervise and enforce contracts.

Effective the date the IRB approves the Agreement, June 5, 2001, Mauger has agreed to serve a seventy-five day suspension from holding office and/or employment with Local 14 or any other IBT entities. Mauger has agreed to pay a \$1,000.00 fine which must be paid within twenty-four hours of the IRB's approval of this agreement. He will then furnish proof of payment to the IRB. Mauger has also agreed to pay the costs of the creation, production and distribution of a pamphlet which will address, discuss and describe the minimum requirements for entering into and enforcing a contract with employers by union officials under the IBT Constitution, Local 14 By-Laws and labor law.

Mauger has further agreed not to:

- (1) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 14 or any IBT entities, except that he may receive any fully vested pension benefits;

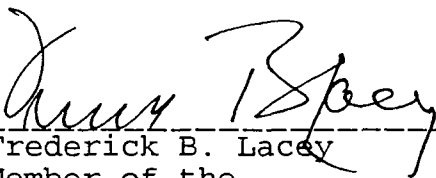
- (2) receive any benefits, gratuities, severance payments or gift of any kind whatsoever from Local 14 or any IBT entities;
- (3) accept any contributions on his behalf to any pension, health and welfare, severance or other benefit fund.

We have found the Agreement serves to resolve the IRB's recommendation 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."

Dated: June 5, 2001

By:



Frederick B. Lacey
Member of the
Independent Review Board

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In the Matter of :

:

Gary Mauger :

:

Before the : AFFIDAVIT AND AGREEMENT

:

INDEPENDENT REVIEW BOARD :

:

-----X

STATE OF NEVADA)
) ss.:
COUNTY OF CLARK)

Gary Mauger, 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 scheduled a hearing on the charges filed against me alleging that I brought reproach upon the IBT and violated my membership oath by causing Local 14 to enter into sham collective bargaining agreements and deliberately failing to supervise and enforce Local collective bargaining agreements.

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 member of the International Brotherhood of Teamsters ("IBT") and a member of IBT

Local 14;

- (b) I am the Local 14 Secretary-Treasurer and business agent;
- (c) I am a member of the Joint Council 42 Executive Board;
- (d) I am a Trustee of the Teamster Security Fund for Southern Nevada;

4. I hereby agree to serve a seventy-five (75) day suspension from holding office and/or employment with Local 14 or any other IBT entities described in paragraph 3 effective the date ("the effective date") the IRB approves this agreement .

5. For a period of seventy-five (75) days from the effective date forward, Local 14 and any other IBT entities described in paragraph 3 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 pension benefits.

6. For a period of seventy -five (75) days from the effective date forward, I will receive no benefits, gratuities, severance payments or gifts of any kind whatsoever from Local 14 or any IBT entities described in paragraph 3. From the effective date forward to the end of the suspension period, Local 14 and any other IBT entities shall not and have not made, nor shall I accept any contributions on my behalf to any pension, health and welfare, severance or other benefit fund.

7. I further agree to pay a \$1,000 fine

which must be paid to Local 14 within twenty-four (24) hours of the IRB's approval of this agreement. I will then furnish proof of payment to the IRB.

8. I further agree that upon IRB approval of this agreement, I will immediately resign my position as a delegate to the International Convention.

9. I further agree to pay from my own funds a labor attorney who will create a pamphlet which will address, discuss and describe the minimum requirements for entering into and enforcing a contract with employers by union officials under the IBT Constitution, Local 14 By-Laws and labor law. I will pay the costs associated with production of the pamphlet. This pamphlet will be distributed to the Local 14 Executive Board and Local 14 business agents. The pamphlet will also be made available to any member who requests it. This pamphlet will be created and distributed within thirty (30) days of the IRB's approval of this agreement. A copy will be provided to the IRB.

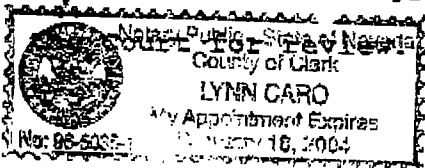
10. I understand that the IRB's Agreement would be to resolve the charges filed against me described in paragraph 1.

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 or the

United States District Court for the Southern District of New York. 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.

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

13. I will transmit this Agreement, signed by me, to the IRB. If it is approved by the IRB, it will be submitted to



Gary Mauger
GARY MAUGER

Sworn to before me this 5th day of June, 2001

Lynn Caro
Notary Public

Witnessed *[Signature]*

Agreed:

Jerry Blake
For the Independent Review Board

Dated June 5, 2001

So Ordered:

Hon. Loretta A. Preska

Loretta A. Preska
U.S. District Judge

Dated June 12, 2001