

426

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

_____	:	88 Civ. 4486 (DNE)
UNITED STATES OF AMERICA	:	
	:	APPLICATION XLII OF THE
Plaintiff,	:	INDEPENDENT REVIEW BOARD
	:	-- AGREEMENT BETWEEN THE
v.	:	INDEPENDENT REVIEW BOARD
	:	AND JOSEF ROSS
INTERNATIONAL BROTHERHOOD	:	
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 Josef Ross ("Ross"), 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. Josef Ross. The Agreement, with a copy of the charges annexed thereto as Exhibit A, is 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 Agreement reached between the IRB and Ross satisfies this procedure for Your Honor's review.

Ross 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 813 bylaws Section 6.02(a) by continuing as a member of the union and accepting Local benefits when he was ineligible to do so.

Effective the date the IRB approved the Agreement, December 18, 1996, Ross has agreed to resign permanently from membership in the IBT.

Ross has further agreed not to:

(1) hold any position, employment, office or consulting or similar relationship, whether paid or unpaid, with Local 813, the IBT or any other IBT Entity;

(2) accept any salary, severance payment, allowance, fee or compensation of any kind from Local 813, the IBT or any other IBT Entity;

(3) receive any benefits, gratuities, severance payment or gifts of any kind whatsoever from Local 813, the IBT or any other IBT Entity, nor shall he accept any contributions on his behalf from Local 813, the IBT or any other IBT Entity to any pension, health and welfare, severance or other benefit fund;

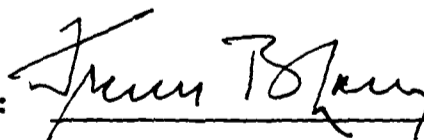
(4) participate as a member of Local 813 in any manner in any of the activities or affairs of Local 813, the IBT or any other IBT Entity, including, but not limited to, meetings, discussions, consultations, negotiations, votes or any other business or activity of Local 813 or any other IBT Entity.

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: December 18, 1996

By:



Frederick B. Lacey
Member of the
Independent Review Board

AFFIDAVIT AND AGREEMENT

COHEN WEISS & SIMON

I, Josef Ross, being duly sworn, depose and agree as follows:

1. On June 13, 1996, Joseph K. Foy, International Trustee of Local 813, International Brotherhood of Teamsters ("Local 813"), 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 June 7, 1996. These charges allege that I brought 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 by continuing as a member of Local 813 when I was ineligible for membership and by participating in the benefit plans associated with Local 813 when I was ineligible to do so.

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 described 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 may 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 may 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, discussion, consultations, negotiations, votes or any other business or activity or Local 813 and IBT Entities.

8. This Agreement is permanent.

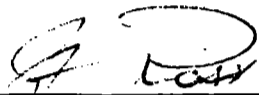
9. I have entered this Agreement on the understanding that the Trustee of Local 813 and the IRB agree that they will not proceed with the charges described in paragraph 1 above.

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

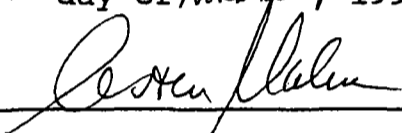
12. I make this Agreement freely, under no duress or coercion of any kind and after consultation with my attorney.

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.



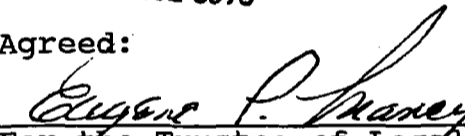
Josef Ross

Sworn to before me this
25th day of ~~November~~, 1996



LESTER MALINA
NOTARY PUBLIC OF N.Y. Witnessed _____
MY COMMISSION EXPIRES JUNE 30, 1997
452-5979

Agreed:



For the Trustee of Local 813

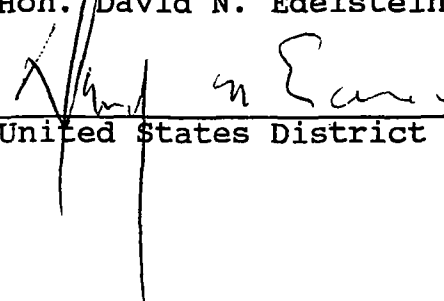
Dated Nov. 15, 1996



For the Independent Review Board

Dated December 16, 1996

So Ordered:
Hon. David N. Edelstein



United States District Judge

Dated Dec 20 1996