

# **Agreement for Affiliation and Merger between the THE NEWSPAPER GUILD, AFL-CIO, CLC and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC**

The Newspaper Guild, AFL-CIO, CLC (TNG) and the Communications Workers of America, AFL-CIO, CLC (CWA) agree to seek to create and establish a single, more powerful labor organization through an affiliation of TNG with CWA, followed by a merger of the two International Unions. The changing nature of information industries and the convergence of various communications technologies throughout North America make it imperative that the Unions continue to evolve as viable forces and strong representatives of workers who are at the heart of those industries.

By such affiliation and merger, the Unions will significantly enhance job security potential and actual bargaining power and economic prosperity for the hundreds of thousands of men and women who contribute their labor to produce the diverse quality services and products of the Communications Publishing, Graphic Arts, Media, Broadcasting, Cable Television and News Industries. It will also create a better climate for our unions to deal with the “convergence” and technological changes that are upon us. The affiliation and merger of the Unions will promote the growth and prominence of TNG-Canada and will make it the pre-eminent media union of Canada.

## **I. Purposes of Merger**

(a) Effective upon the completion of the affiliation period, TNG and CWA shall merge into one International Union in the Communications, Publishing, Graphic Arts, Media, Broadcasting, Cable Television and News Industries. The purpose of such merger is to combine services and resources for increased bargaining power and strengthened organizing efforts.

It will also bring the major unions in these industries together as technological changes are obliterating the barriers that once separated the electronic transmission of voice, data, text and video. Where industries such as telecommunications, broadcasting, cable TV, publishing and entertainment once existed as separate, distinct entities, they are now blending into one.

(b) Recognizing the importance of preserving the strengths and traditions of TNG, TNG shall function as a “Sector” within CWA.

(c) The operations and structure of the merged Union in Canada which shall be called “TNG Canada” will be subject to the addendum titled “Merger in Canada” attached hereto.

## **II. Affiliation**

(a) Effective upon a date determined by the operation of Article VI of this Agreement, TNG shall affiliate with CWA. The affiliation of TNG with CWA is based upon the maintenance of TNG's full autonomy as an independent labor organization with full control over its funds, assets and policies.

(b) The affiliation period shall continue until the Unions merge immediately following the 1997 TNG Convention.

(c) During the affiliation period, TNG shall pay to the CWA an amount equal to the per capita required to cover fees to the AFL-CIO, IUD, and Union Label Dept. CLC affiliation fees are to be paid to the CLC through TNG Canada.

(d) During the affiliation period, it shall be the policy of TNG and CWA to honor any picket lines established and sanctioned by either union. Officers of both unions shall exercise their fullest authority to insure compliance.

(e) During the affiliation period, CWA, when requested by TNG, shall provide TNG with advice and assistance on legal, collective bargaining, corporate research and campaigns, health & safety and organizing matters. In addition, TNG members, officers and representatives shall have available to them whatever educational services, conferences, lectures, educational materials and the like that are provided to CWA members, officers and representatives. TNG and CWA will seek out and work on joint projects related to the information industries.

(f) CWA currently represents 25,000 publishing workers, 12,000 broadcasting and cable workers and 400,000 workers in communications network services. Therefore, TNG will collaborate with other sectors of CWA to develop a Council on Convergence that would articulate key public policy positions of the industry and develop union education, political, research, organizing and collective bargaining strategies to implement those policy directions.

(g) During the affiliation period, TNG members shall have the right to participate in CWA member benefit plans such as CWA Health and Welfare Trust which provides medical, dental, vision, life insurance and disability benefits; CWA Savings and Retirement Trust; and CWA-ITU Negotiated Pension Plan in accordance with the terms of such plans.

(h) TNG locals shall also have access to favorable pricing arrangements that CWA enjoys with a number of office equipment and supply vendors.

(i) A joint task force appointed by the Presidents of TNG and CWA will be established as a transition team to help effectuate the merger. The task force will work to coordinate staff resources, collective bargaining agreements covering staff, benefits, membership records, publications, finances and other logistical aspects of merger and to ensure that TNG's programs and policies are continued, provide a smooth transition of TNG's headquarters Administrative staff, their functions and operations, and TNG's support staff into appropriate areas of CWA's operation. The task force will establish a methodology for blending with CWA counterparts, where possible, benefit plans currently in effect for TNG employees, it being assumed that no loss of benefit value will ensue. The task force will also take steps to begin the process of familiarization of TNG and CWA locals in their respective geographical areas.

(j) TNG and TNG's General Counsel will work with the CWA and the CWA's General Counsel to develop a plan to coordinate the legal services for the TNG sector that are available from CWA General Counsel and TNG's General Counsel.

(k) TNG-Canada will be established by TNG. CWA locals in Canada will be encouraged to join TNG-Canada. The document titled "TNG-Canada" will continue in force.

(l) TNG & CWA shall attempt to construct viable methods for TNG to participate in the international secretariat for journalists, the International Federation of Journalists.

(m) TNG will investigate options concerning the disposition of its building at 8611 Second Ave. in Silver Spring, Md., and TNG's officers will position themselves to act on recommendations concerning the building after merger takes place.

(n) During the affiliation period TNG and CWA will secure an agreement from the AFL-CIO to restore and reissue TNG's charter as an independent affiliate in the event merger of the Unions is canceled, terminated or otherwise abrogated in accordance with the terms and conditions of this Agreement. During the affiliation period, TNG's affiliation with the AFL-CIO shall be in conjunction with the CWA. Affiliation with the Canadian Labour Congress shall be accomplished through TNG-Canada.

(o) Necessary changes in TNG's Constitution to continue operations after merger will be presented to TNG's 1997 Convention for approval.

(p) TNG shall continue to implement the goals of the Strategic Plan passed by the 1993 Convention with assistance from CWA in areas such as membership mobilization, corporate campaigns and building community coalitions.

(q) During the affiliation period, TNG and CWA shall each retain their respective independent jurisdictions with all rights thereto including those provided by the AFL-CIO and CLC Constitutions.

( r ) TNG and CWA will explore ways to combine various pension plans and retirement programs covering TNG staff and officers with appropriate CWA pension plans and programs. Such options will be bargained with TNG staff unions where appropriate. The International Executive Board shall decide whether to continue the TNG Commingled Pension Trust.

(s) TNG may terminate this affiliation prior to merger upon three (3) months' written notice to CWA, provided that such termination is approved by TNG's International Executive Board and its membership in a subsequent referendum conducted pursuant to Article XXI of TNG's Constitution. If the affiliation is terminated by membership referendum, this Agreement shall become null and void, and merger shall not take place between the parties. Submission of a proposal to terminate affiliation by the IEB by referendum vote will automatically postpone the effective date of merger until the result of the vote has been certified.

### **III. Merger**

#### **1. Preservation of the Identity and Purposes of The Newspaper Guild**

(a) It is agreed that TNG shall function as a "Sector" within the CWA, and that this Sector shall preserve and retain TNG's long-standing traditions and methods of operation in the Publishing, News and related industries. The purpose of The Newspaper Guild shall continue as stated in Article I, Section 2 of TNG's Constitution.

(b). The name of the merged organization shall be the Communications Workers of America, AFL-CIO, CLC (CWA). The former TNG shall become the "The Newspaper Guild Sector of the Communications Workers of America, AFL-CIO, CLC" (herein referred to as "TNG-CWA" or the "Sector"). TNG-CWA shall have its own officers, staff and by-laws.

(c) Upon merger, CWA shall assume financial obligations for TNG's headquarters building in Silver Spring, Md., until such time as the building is sold, leased or otherwise disposed of pursuant to recommendations passed by TNG's International Executive Board and Convention. An accounting of costs incurred by CWA in conjunction with the disposition of TNG's headquarters building will be recorded and deducted from any proceeds TNG receives from any sale, lease or other disposition of the property.

(d) Upon the closing of TNG's Silver Spring offices, CWA shall provide TNG-CWA with segregated ample office space for operations in its Washington, D. C. headquarters.

(e) The TNG-CWA President and Secretary-Treasurer shall operate out of facilities provided by CWA in its Washington headquarters. The Canadian Director shall operate out of the Canadian Region pursuant to this agreement and TNG-Canada document.

(f) Present TNG-CWA International Representatives and Administrative Staff shall work out of the Washington office (or out of the Canadian Regional office pursuant to “TNG-Canada”), or out of a CWA District or area office with the approval of the TNG-CWA President and the CWA President. In such cases, CWA shall provide office space in such District or area offices.

(g) The Sector shall operate pursuant to its own by-laws (herein referred to as “Bylaws” or -“TNG-CWA Constitution”) which shall be the former TNG Constitution as amended by the 1997 Convention of TNG. TNG will make no constitutional amendments in 1997 or subsequently that will cause the Constitution/by-laws to be further in conflict with the CWA Constitution than they were at the time this Agreement was executed. Within 5 years from the date of merger, TNG’s Constitution will be brought into compliance with CWA’s Constitution except as provided herein.

(h) This Agreement supersedes the CWA Constitution. In the event of any conflict between the terms of this Agreement and those of the CWA Constitution, this Agreement shall control.

(i) TNG-CWA shall not be dissolved nor shall its authority, jurisdiction, functions or by-laws be changed or impeded without its consent.

(j) TNG/CWA shall retain its logo/emblem/seal which shall be modified to reflect the merger.

(k) Upon the date of merger, all current active members of TNG, including at-large members, shall become active members of TNG-CWA, and shall continue to pay dues and other financial obligations pursuant to TNG’s Constitution and Local Union Bylaws. All retirees of the former TNG shall be eligible for membership in the CWA Retired members Club in accordance with CWA’s Constitution.

## **2. Local Unions of the TNG-CWA Sector**

(a) All Sector Locals shall continue to operate in accordance with the TNG-CWA Constitution and their Local By-Laws. All Local Unions of TNG shall automatically become Local Unions of CWA.

(b) Upon the effective date of merger, all TNG Local Unions shall be and shall remain affiliated with TNG-CWA Sector. TNG-CWA Local Unions shall be the successors to, and holders of, all bargaining rights and collective bargaining and other agreements to which they were party prior to merger. All funds, assets and liabilities of TNG Local Unions shall be retained by Local Unions of the Sector.

(c) The merger or consolidation of TNG Local Unions with CWA Local Unions not in the Sector, while encouraged, shall not be compelled and shall be accomplished only upon approval of the TNG Local Union(s) involved and Sector and CWA officers. In the event a former TNG Local Union votes to merge with a CWA Local Union that does not represent employees of the same employer, members employed in the News, Information and related industries shall remain under the jurisdiction of TNG-CWA. Such members shall continue to retain all rights within the Sector, including, but not limited to, the right to vote on Sector matters where appropriate under Sector By-Laws, and the right to receive literature and benefits.

(d) The merger or consolidation of TNG-CWA Local Unions with CWA Local Unions in the Printing, Publishing & Media Workers Sector, while encouraged, shall not be compelled and shall be accomplished only upon approval of the Local Union(s) involved and TNG-CWA and Printing, Publishing & Media Workers Sector officers. In the event a former TNG Local Union votes to merge with a CWA Local Union in the PPMW Sector that represents employees of the same employer, members employed in the Guild’s jurisdiction shall remain under the jurisdiction of TNG-CWA. Such members shall continue to retain all rights within the TNG-CWA Sector, including, but not limited to, the right to vote on Sector

matters where appropriate under Sector By-Laws, and the right to receive literature and benefits. New locals organized by the TNG-CWA Sector shall become Local Unions of TNG-CWA.

(e) Any picket line of any Local Union that has been sanctioned by TNG-CWA or other Sectors of CWA shall be honored by and receive the full support of all Local Unions and members of CWA to the extent allowable by law.

(f) A TNG-CWA Local may-participate fully in an appropriate CWA District and may take advantage of District activities such as steward and new officer training, summer schools, election of District Vice President, mobilization training and organizing.

(g) Local Unions may retain their Local names and numerical designations.

(h)The staffs and resources of CWA's District offices (currently 8) and area offices (currently 50) shall be made available to TNG-CWA Officers, Staff Representatives, Organizers and Local Union Officers on an as-needed basis.

(i) CWA has made and agrees to continue to make a significant commitment to organizing the unorganized. TNG-CWA shall enjoy the full resources of the organizing program, which will provide new growth and members for the Sector and the International Union. TNG locals shall be encouraged to become active participants in the CWA organizing network. CWA shall work with these locals to develop and educate organizers on a long-term basis. Funds shall also be available for project development for new units including "lost-time" for organizers and other expenses. The level of funding will vary with each project and also will assume some local support. Other support when organizing new units will include legal, research and polling, materials and staff support from CWA organizing coordinators.

(j) CWA retains at least one (1) attorney in each District. Such legal counsel shall be made available to Sector Officers, Staff Representatives, Organizers and Local Officers on an as-needed basis. However, it is understood that TNG-CWA locals may retain legal counsel at the Local Union's expense. In accordance with CWA policy, upon a local's request CWA shall pay all costs of arbitrations and other legal assistance that are approved by the TNG-CWA President. The Sector budget shall include allocation for legal costs as described above.. Any arbitration, litigation or other legal matter not approved by the Sector President may be pursued by a Local Union at its own expense, provided such pursuit does not violate TNG-CWA Constitution and policy.

(k) Each Local Union of CWA shall respect the established collective bargaining relationship of every other Local Union. Each Local Union of CWA shall respect the established work relationship of every other Local Union, that is, any work of the kind which the members of a Local Union have customarily performed or perform by operation of a collective bargaining agreement at a particular plant or work site. In the event there is a dispute between Local Unions over the jurisdiction of work performed by or assigned to members of a TNG-CWA Local Union and another Local Union of CWA, the Local Unions shall settle such dispute pursuant to the procedure for handling jurisdictional disputes described herein. CWA shall pay the costs and expenses of the independent referee.

1. A Local Union whose claim of work is in dispute may bring such dispute to the CWA Executive Board for resolution. The Executive Board of the CWA shall consider which Local Union has jurisdiction over the work in dispute. The Executive Board of CWA may render a decision or may refer the dispute to an independent referee. The independent referee will be chosen by the Executive Board to hear all such disputes.

2. Regardless of the CWA Executive Board's action, each Local Union shall be permitted to make its case before the independent referee. Case files shall be forwarded to the independent referee including the CWA Executive Board decision, if any.

3. Each Local Union shall have one hour to present its case; 15 minutes for rebuttal and 5 minutes for a closing statement. Unused portion of the hour may be used in rebuttal. The appealing Local Union shall go first.

4. There shall be no briefs. Each Local Union may submit a written statement of its position to the independent referee at the proceeding.

5. No attorneys will be permitted to participate in the proceedings. Each Local Union is restricted to no more than 3 persons in making its presentation.

6. The independent referee will endeavor to issue his/her decision, in writing, within 10 working days of the conclusion of the hearing. The referee may request the attendance of other individuals (for example, a Staff Member of the Sector), if he or she deems it necessary for developing a full and complete record.

7. The Local Unions shall abide by the independent referee's decision and as such shall work in good faith to implement the final resolution of the dispute, but such decision may be subject to final appeal to the CWA Convention pursuant to the CWA Constitution. The CWA Convention's decision shall be final and binding.

Dispute settlements and determinations under this section shall not determine the general work or jurisdiction of any Local Union but shall be limited to the settlement or determination of the specific dispute on the basis of the facts and considerations involved in said dispute.

### **3. Councils on Convergence**

(a) The CWA Council on Convergence shall include representatives of all CWA sectors involved in the communications/information industries, including TNG. A representative from Canada may participate in the council. (See Article II (f)).

(b) The Council on Convergence shall seek to bring together the various CWA sectors involved in communications/information industries with the goal of eventually developing a single voice and a unified approach to issues as members of the CWA.

(c) Once established at the International level, CWA will endeavor to establish similar convergence councils at the community level to develop public policy positions, union education, political, research, organizing and collective bargaining strategies for Local Unions and their communities.

### **4. Officers, Terms and Elections in TNG-CWA Sector**

(a) The Sector Conference, as defined in Section V (b) of this Article III, shall make policy affecting the TNG Sector. The Governing Body of the TNG Sector shall be the TNG-CWA Executive Council. Allocations shall be provided in the annual TNG-CWA budget to pay for Sector Executive Council meetings.

(b) The officers of TNG shall become the officers of the TNG-CWA Sector. The International Executive Board of TNG shall become the TNG-CWA Executive Council.

(c) The President of the TNG-CWA Sector shall also become a Vice President of the CWA to represent the Sector on the CWA Executive Board, provided however that the TNG-CWA Sector President shall receive one salary, and provided that the CWA Constitution is amended in 1996 to reflect the above. In 2005, the CWA Convention, with input from TNG-CWA and other involved sectors, shall revisit the allocation and responsibilities of sectoral vice presidents, but, as provided in Article III, Section 1(i), and notwithstanding the above, TNG-CWA shall not be dissolved nor shall its authority, jurisdiction, functions or bylaws be changed or impeded without its consent.

(d) TNG-CWA Sector Officers and Vice Presidents shall be nominated at the Sector Conference and elected by membership referendum pursuant to Article VI of TNG-CWA Constitution.

(e) The term of office for TNG-CWA Sector Officers and Vice Presidents shall be 3 years in accordance with the CWA Constitution. The first full three-year terms shall commence in 1999. Vacancies on the Sector Executive Council shall be filled pursuant to the TNG-CWA Constitution.

(f) TNG-CWA members shall have all rights of membership in CWA and shall be eligible for election to any CWA office and to vote in any CWA election in accordance with the CWA Constitution.

(g) The salaries of full-time Sector officers whose salaries exceed CWA salaries for comparable positions shall not be reduced until the CWA salary equals the former TNG salary. Thereafter, they will receive any annual adjustments which may be approved by the CWA Convention. Full-time officers whose salaries are less than CWA salaries for comparable positions shall receive the CWA salaries in effect at the time of merger. The TNG-CWA President's salary shall be comparable to a CWA Vice President's salary.

## **5. Conventions & Sector Conferences**

(a) TNG-CWA Locals shall elect delegates to the CWA Annual Convention in accordance with the CWA and TNG-CWA Constitutions. The number of delegates to which each Local Union is entitled shall be determined pursuant to Article VIII, Section 4, of the CWA Constitution.

(b) TNG-CWA shall hold a Sector conference prior to the annual CWA convention. Delegates elected to serve as delegates to the CWA Convention shall also serve as delegates to the TNG-CWA Sector Conference. Local Unions may elect additional delegates to the Sector Conference pursuant to Article V, Section 4, of the TNG-CWA Constitution, provided that the combined number of Sector Conference delegates does not exceed the total number of delegates permitted under Article V, Section 4, of the TNG-CWA Constitution. In order to allow for timely nomination and election of Sector officers, in election years the Sector conference will be held at least 60 days prior to the CWA Convention.

(c) The TNG-CWA Sector Conference shall set policy for the Sector. The Sector Conference may adopt rules, conduct Sector business, pass resolutions, adopt a Sector budget, amend the TNG-CWA Constitution and nominate Sector officers in accordance with TNG-CWA's Constitution and this Agreement.

(d) TNG's former District Councils shall become District Councils of the TNG-CWA Sector, and shall operate in the manner they have operated in the past.

## **6. Staff**

(a) TNG International Representatives and Administrative staff as of the date of merger shall become TNG-CWA Staff. TNG-CWA staff shall continue to service TNG-CWA Local Unions and TNG-CWA Local Unions also will have access to CWA staff in both the U.S. and Canada to augment and expand TNG-CWA servicing as needed and requested. TNG's General Counsel shall become General Counsel to the TNG-CWA Sector and shall continue to service TNG-CWA in the manner in which such services have been provided in the past.

(b) TNG office staff, including the office manager, as of the date of merger shall become the office staff of the TNG-CWA Sector.

(c) All collective bargaining agreements between TNG and unions representing its staff as of the date of merger shall remain in effect for their term covering employees of the TNG-CWA Sector. Terms and conditions of employment for union-represented staff of the Sector shall be subject to collective bargaining between the staff unions and TNG-CWA. TNG-CWA will recognize the unions representing the former TNG staff and their jurisdictions.

(d) Salaries for TNG-CWA non-represented staff, if higher than CWA salaries for comparable positions on the date of merger, shall not be reduced. Once such salaries are equaled or exceeded, non-represented staff shall receive annual salary adjustments equal to those received by CWA employees in comparable positions. Non-represented staff hired after the effective date of merger shall receive CWA salaries appropriate for their positions, as recommended by the TNG-CWA Executive Board and approved by the CWA Executive Board.

(e) The level of benefits for staff not represented by a union shall be maintained.

(f) Compensation for legal services (retainer and hourly fee for litigation) by TNG's General Counsel as of the effective date of merger shall not be reduced. Thereafter TNG-CWA shall negotiate any retainer or fee arrangements with its General Counsel. Assignment of legal services to the TNG-CWA General Counsel shall be at the sole and exclusive direction of the sector officers. Part of the annual TNG-CWA budget shall include a legal budget for TNG-CWA General Counsel consistent with this provision.

(g) No staff member employed by TNG as of the date of merger shall lose employment as a result of the merger.

## **7. TNG-CWA Programs**

(a) In accordance with the TNG Strategic Plan, TNG-CWA shall continue to develop mobilization as a basic strategy to unite the union and increase the power of the membership. CWA's national and district-based mobilization resources shall be available as needed to assist. Joint mobilization support between CWA locals in a metropolitan area can provide significant additional support.

(b) TNG-CWA shall maintain the Collective Bargaining Program as specified in the TNG-CWA Constitution. CWA will provide advice and assistance on legal, collective bargaining, organizing, innovative strategies and similar activities as needed. When difficulties develop during collective bargaining, a team of staff with such skills will be available to meet with the Local(s) involved to develop a coordinated campaign plan. Such a plan may be expanded to develop community support, and when appropriate, even global support.

(c) The TNG-CWA Executive Council will make recommendations regarding strike sanction for Local Unions to the CWA Executive Board for its approval. It is understood that the CWA Executive Board's recommendation will not be unreasonably withheld. Regardless of the method and form of remittances by former TNG locals to the CWA, all TNG locals and members shall be eligible to receive strike and lockout funds from the CWA Defense and Members' Relief Funds subject to the rules of such funds. The TNG-CWA may provide supplemental strike benefits pursuant to the TNG-CWA bylaws.

(d) Publication of the Guild Reporter will continue. In addition to the Guild Reporter, each member of TNG-CWA shall receive the CWA News. TNG-CWA will continue to operate the Guild's section on the AFL-CIO LaborNet.

(e) TNG-CWA will continue its aggressive Human Rights Program.

(f) The TNG International Pension Fund will continue its operations as it has in the past. Adequate office space in the CWA building will be leased to the Fund Office. TNG-CWA Executive Council will appoint the union trustees on the Fund's Board of Trustees. No employer or Local Union participating in the TNGIPF will be approached to join any other CWA-sponsored pension plan or retirement income plan without express written permission from the TNG-CWA President.

(g) TNG-CWA bargaining units shall be eligible to participate in all CWA benefit plans for members such as the CWA Health & Welfare Trust, the CWA Savings & Retirement Trust, CWA Salary Deferral Plan, CWA-ITU Negotiated Pension Plans and all other benefits and services that are available to all other CWA members and locals.

(h) The TNG Sector and CWA shall make every effort to supplement TNG organizing and servicing programs, such as the New England Servicing and Organizing Program, with additional CWA resources in the field and at headquarters.

(i) TNG-CWA shall continue to administer its awards and scholarship programs.

(j) Resources of the CWA's legislative department shall be available to actively promote the legislative issues and policies of the TNG-CWA Sector. It is recognized that the CWA Executive Board traditionally makes an endorsement for President of the United States. Such endorsements are offered by CWA as a strong suggestion of the best candidate for a specific office. It is understood that no member of CWA is under any constitutional or bylaw requirement to vote for or support such candidate. Further, the TNG-CWA Sector President, acting as a member of the CWA Executive Board, may abstain from voting on such an endorsement.

(k) Nothing in this Agreement shall impugn the objectivity or integrity of any Guild member in the performance of his or her work.

## **8. Dues and Finances**

(a) Dues of TNG-CWA Sector members shall not increase as a result of merger. It is recognized that TNG's minimum dues and per capita structures meet the requirements of the CWA Constitution and CWA policy.

(b) Per capita payments by Local Unions to the TNG-CWA Sector shall not increase as a result of merger but shall continue to be subject to annual recalculation pursuant to Article 17, Section 7, of the TNG-CWA Constitution.

(c) The \$1 per month dues specified in Article 17, Section 2(f) of TNG-CWA Constitution established and designated for organizing shall be retained by the Local Unions. Local Unions in Canada may remit the \$1 dues to TNG-Canada for organizing purposes.

(d) All funds, assets and liabilities (except for TNG's Headquarters Building pursuant to Article 3, Section 1(c) of this Agreement) of TNG shall be retained by TNG-CWA. Assets may be used to fund TNG-CWA programs not provided in the TNG-CWA budget as well as transition costs. Any proceeds from the sale or lease of TNG's Headquarters Building, less any costs incurred by CWA under Article 3, Section 1(c), shall be retained by TNG-CWA.

(e) TNG-CWA Locals shall participate in the CWA Members' Relief Fund. TNG-CWA will continue to maintain a Sector defense fund to supplement such participation and to assist Local Unions of the Sector in accordance with the TNG-CWA Constitution, TNG-CWA policy and practice.

1) Participation in the Members' Relief Fund shall be phased in following the onset of merger. TNG-CWA's ability to phase in participation shall be contingent upon concurrence by the CWA Executive Board and CWA Defense Fund and Members' Relief Fund Oversight Committee. During such phase-in, the operation of Article XVII, Section 2(d), shall be phased out as the potential drain on the TNG-CWA Defense Fund is reduced. Once TNG-CWA fully participates in the Members' Relief Fund, dues collected under Article XVII, Section 2(d), shall be eliminated. TNG's International Executive Board shall recommend a plan and timetable for such phase-in for approval by the 1997 Convention.

(f) The TNG-CWA Executive Council will develop an annual Sector budget for approval by the Sector Conference. Such budget will provide for maintenance of Guild priorities and operations. TNG's International Executive Board shall develop and recommend a budget for approval by the 1997 Convention for the TNG-CWA Sector following merger that will reflect economies of scale arising from the merger.

(g) During the Affiliation period, TNG shall reduce its compensatory time liability and, as finances permit, shall attempt to correct the underfunded liabilities of its staff pension plans. To the extent that such compensatory time and pension liabilities are not reduced, TNG-CWA shall make provisions for funding such liabilities in its budgets.

(h) Financing of the Union's operations in Canada shall be self-sustaining and shall be subject to a budget developed by TNG-Canada and the TNG-CWA Executive Council.

#### **IV. Resolution of Disputes Concerning This Agreement**

Any dispute concerning the interpretation and application of the terms and conditions of this Agreement shall be resolved, in the first instance, by good-faith discussions between the parties. If such discussions fail to resolve the dispute, such dispute shall be submitted expeditiously to an impartial umpire mutually selected by the parties. The decision of the impartial umpire shall be final and binding. In the event the parties are unable to agree upon an umpire, the American Arbitration Association shall be asked to provide a list of arbitrators, and the parties shall select an arbitrator and conduct such arbitration in accordance with the Labor Administration Rules of the American Arbitration Association.

#### **V. Termination of Merger**

(a) The Sector may terminate this Merger Agreement upon one (1) year's written notice given to CWA within five (5) years from date of merger, provided that subsequent to notice, such termination is approved by a majority vote of the TNG-CWA Executive Council and a majority vote of the active members in good standing, voting in a referendum pursuant to Article 21 of TNG-CWA Constitution. Upon the finalization of the merger termination, the AFL-CIO shall recharter TNG as an independent affiliate with jurisdiction identical to that which it enjoyed prior to the merger. In accordance with Article II (n) herein, the parties agree to arrange for the restoration of TNG's charter in advance by obtaining the agreement of the AFL-CIO.

(b) Upon the finalization of the merger termination, all TNG-CWA Local Unions shall automatically become Local Unions of the restored TNG, and all members under the jurisdiction of TNG-CWA who are members of TNG-CWA Locals shall become members of the restored TNG and the TNG Local Unions.

(c) Upon finalization of the merger termination, all the bargaining rights, collective bargaining agreements, funds, assets, and liabilities of TNG-CWA and the TNG-CWA Local Unions retained by the Sector and the respective Locals, and any additions thereto, shall be retained by the restored TNG and the respective TNG Local Unions.

#### **VI. Method of Affiliation and Merger**

(a) This Agreement for Affiliation and Merger shall be submitted to the two merging organizations for approval in accordance with the applicable provisions of the Constitutions of TNG and CWA.

(b) This Agreement for Affiliation and Merger shall become effective fifteen (15) days after certification of the ballots approving this Agreement by a majority of voting TNG members in good standing pursuant to Article XXIII of TNG's Constitution and by the CWA Executive Board.

#### **Merger in Canada**

1. The merged union in Canada shall be "TNG-Canada, TNG-CWA (AFL-CIO, CLC)" and shall be comprised of all former TNG Local Unions in Canada and former Local Unions of CWA and any other Local Unions in Canada that become part of TNG-Canada.

2. The document titled "TNG-Canada" and the Bylaws of TNG-Canada shall govern operations of the union in Canada.

3. TNG-Canada shall be included in the TNG-CWA Sector and shall be represented on its Executive Council pursuant to TNG-CWA Constitution, this merger Agreement and the "TNG-Canada" document. Locals of TNG-Canada are eligible to participate in programs, conferences and benefits available to other TNG-CWA Locals to the extent agreed to by the TNG-Canada Representative Council and the Sector and CWA. TNG-Canada Locals shall be subject to policies of the Sector to the extent that such policies do not conflict with the "TNG-Canada" document.

4. The TNG-Canada Representative Council, through the Canadian Director, shall direct the Union's staff in Canada.

5. CWA will assist TNG-Canada in developing an organizing plan that will reflect the needs of TNG-Canada locals. Such locals will be encouraged to participate in a TNG-Canada organizing network that provides support for locally based organizers. Such support shall include continuing organizing education for those local organizers, as well as research and legal support. CWA funds will be allocated for local projects partially based on the commitment of local resources including volunteers.

At least in part, the organizing focus would include "front-to-back" assessments of existing Canadian newspaper employers that are partially organized by CWA or TNG-CWA. This could include single employer locations where only part of the workforce is organized, as well as expanding at other locations with the same employers. Similarly, building on the TNG base at Canadian Broadcasting Corp., the organizing outreach would focus on cable TV and other multi-media enterprises. Coordination with CWA cable organizing in the U.S will be encouraged, since many of the same firms are involved in programming and network services in both the U.S. and Canada.

6. Affiliation with the Canadian Labour Congress shall be accomplished through TNG-Canada.

#### **Affiliation and Merger Agreement**

This Agreement, along with the addendum titled "Merger in Canada," sets forth the principles for an affiliation period leading to a merger between The Newspaper Guild and the Communications Workers of America, and constitutes the Document of Affiliation and Merger between the parties.

Except for areas specifically requiring further discussion and agreement during the affiliation period, this Agreement represents the full understanding of the parties.

FOR THE NEWSPAPER GUILD (AFL-CIO, CLC)

(s) Linda Foley

FOR THE COMMUNICATIONS WORKERS OF AMERICA (AFL-CIO)

(s) Morton Bahr