



CONSTITUTION

2023

The NewsGuild-CWA Constitution

As amended by delegates to the July 2023 Sector Conference

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ARTICLE I – Name and Object

SECTION 1. This body shall be known as The NewsGuild Sector of the Communications Workers of America, AFL-CIO, CLC (“the Guild” or “TNG-CWA”).

SECTION 2. The purpose of the Guild shall be to advance the economic interests and to improve the working conditions of its members; to guarantee, as far as it is able, equal employment and advancement opportunity in the industry and constant honesty in news, editorials, advertising, and business practices; to raise the standards of journalism and ethics of the industry; to foster friendly cooperation with all other workers; and to promote industrial unionism in the jurisdiction of the Guild.

ARTICLE II – Eligibility

SECTION 1. Non-Discrimination

Guild membership shall be open to every eligible person without discrimination or penalty. No applicant shall be barred from membership or penalized, by reason of age, sex, race, creed, color, national origin, religious or political conviction or activities, marital or parental status, family relationship, sexual or affectional orientation, gender identity, irrelevant mental or physical handicaps or anything the member or applicant writes for publication.

SECTION 2. Jurisdiction

(a) The jurisdiction of the Guild for purposes of determining eligibility of members shall be:

- (1) The advertising, business, circulation, editorial, maintenance, promotion and related departments of (1) news or news feature publications, (2) enterprises supplying such material or service to publications or distributors which pay for this service, (3) radio companies, television broadcasting companies, on-line services and book publishing companies and any other media enterprises in the United States, its Territories and Possessions, in Canada and in the Commonwealth of Puerto Rico;
- (2) Interpretation, translation and other language services in the public and private sector;
- (3) The informational and publication activities of a governmental agency, bureau or department;
- (4) Such other departments, activities or functions of any other enterprise the organizing of which is deemed by the TNG-CWA Executive Council (“E.C.”) to be in the best interests of TNG-CWA.

(b) No Local shall enter into any agreement or understanding with an employer or union determining jurisdiction, without prior approval in writing of the E.C. or CWA/SCA Canada Executive.

SECTION 3. The following shall be admitted to Guild membership:

(a) Persons gainfully employed within the jurisdiction of the Guild. Admission to the Guild under paragraph (b) of Section 2 shall be allowed only to a unit of employees employed within that branch of the jurisdiction by special permission of the E.C., which if granted shall be extended to the entire unit and membership therein, present and prospective.

(b) Persons working full-time for the Guild, its Councils, Locals, or any other agencies which the Guild may establish.

(c) Persons who perform work as defined in Article II, Section 2, but who do not have collective bargaining rights, or who work on an independent contractor basis, or who are otherwise outside of a traditional employment relationship. Provided, further that:

1. Membership eligibility is dependent upon the Local's creation of an appropriate unit for such individuals, or upon the creation of a new local union by the TNG Executive Council, as approved by the CWA Executive Board. Where the TNG Executive Council acts to create a new local union, it shall give 60 days' advance written notice to all affected local unions, who may file written objection or make a claim, in writing, for such members. The Executive Council shall resolve all local objections in the best interests of TNG-CWA. All conflicts between locals shall be resolved in the best interests of TNG-CWA in accordance with the procedures set out in Article XI, Section 18; and

2. The Local shall have the right to decline membership to any such individual who is actively serving against the interests of the Local, the Guild or CWA. The Local's determination of ineligibility shall be subject to appeal in accordance with the procedures set out in Article II, Section 8;

3. Locals may adopt reasonable bylaw provisions regarding eligibility for membership that are not inconsistent with this Constitution

SECTION 4. The following shall be eligible to retain their Guild membership, subject to the provisions made applicable to them in the Constitution:

(a) Members who enter the armed forces or any official auxiliary thereof of the United States or Canada or any allied or associated power, or who are drafted as conscientious objectors under the law of said nations into compulsory alternate civilian service, during time of war or national emergency. The E.C. shall determine the existence of war or national emergency, and may extend the provisions of this section to any such member who is for special reasons retained in service past the time of war or national emergency.

(b) Members entering any government employment affected with the national interest during any leave of absence granted by their employers for that purpose.

(c) Members granted leave of absence by their employers.

(d) Members who take employment in another bona fide union or in any other organization with which the Guild is affiliated.

(e) Members who accept full-time paid office or other full-time employment within the Guild.

(f) Members who have become unemployed may retain their membership for one year.

(g) Members determined by the E.C. to have suffered unemployment as a penalty or reprisal for activity on behalf of the Guild.

(h) Members who assume public office, elective or appointive, may in the discretion of their Locals and subject to Section 8 of this Article continue in membership.

(i) Guild members who have retired and who are not otherwise eligible.

SECTION 5. Students working on college newspapers, journalism teachers, college students preparing for journalism as a career, and others who are not otherwise eligible under Sections 3 and 4 and who derive a substantial portion of their income from gathering, editing, or creating information shall be eligible for associate membership.

SECTION 6. Persons whose endeavors have significantly advanced the purposes of TNG-CWA, or exemplified the ideals of TNG-CWA and the labor movement, shall be eligible for honorary membership by action of the E.C.

SECTION 7. No persons actively serving the interest of employers or another labor organization as against the interests of the Guild or CWA shall be eligible for membership.

SECTION 8. The facts of eligibility under the Constitution shall be determined by the Local in which they arise (except as provided by Sections 4 (g) and 6 of this Article II), and shall be subject to appeal to the E.C. by the person concerned or by any aggrieved member, and thereafter pursuant to the CWA Constitution, to the CWA Executive Board and to the CWA Convention by the Local, the person concerned, or any member. Locals may adopt reasonable bylaw provisions regarding eligibility for membership that are not inconsistent with this Constitution.

ARTICLE III – Definitions

SECTION 1. The term Branch shall apply to any membership division of TNG-CWA. The term Shop shall apply jointly to all the departments of any one news publication or to all the departments of any one bureau or office maintained by any one wire service, syndicate, photo agency, news ticker service, on-line service, or radio news service in which there are employees eligible for Guild membership. The term Unit shall apply to the organization of all Guild members employed in one Shop or Shops as provided by Article XI, Section 16. The term Local shall apply to a Local Guild. The term Governing Body applies to the Executive Committee of Locals. The term Representative Assembly applies to a body of delegates elected by local membership, in such units

or membership divisions as local by-laws may prescribe, to represent and exercise the authority of the membership.

SECTION 2. The following abbreviations when used in the Constitution of TNG-CWA shall have the annexed meaning:

1. TNG-CWA - The NewsGuild Sector of the Communications Workers of America, AFL-CIO, CLC.
2. E.C. - TNG-CWA Executive Council.

ARTICLE IV – Structure of TNG-CWA and CWA/SCA Canada

SECTION 1. The Guild shall operate as a Sector of CWA. Its affairs shall be governed by the terms of the Agreement for Affiliation and Merger between The Newspaper Guild, AFL-CIO, CLC and the Communications Workers of America, AFL-CIO, CLC (hereinafter referred to as the “Merger Agreement” and appended to this Constitution) or, on matters not addressed by the Merger Agreement, by the CWA Constitution and by this Constitution. The membership of TNG-CWA shall function through local Guilds. All local Guilds shall automatically become local unions of the CWA. A Local shall consist of the members within a city or specified area, organized under a charter granted by the former TNG or CWA. On matters not governed by the Merger Agreement or CWA Constitution, the Sector Conference, composed of delegates of Locals, shall be the supreme authority of TNG-CWA, except as the membership overrides an act of the Sector Conference by subsequent referendum. Between Sector Conferences, the affairs of TNG-CWA shall be administered by the E.C.

SECTION 2. (a) CWA/SCA Canada (formerly called TNG Canada) has constitutional jurisdiction within Canada over all of its constituent Locals under the terms of the Memorandum of Understanding (2006) with the CWA, creating a Canadian Region within the CWA.

(b) TNG Locals in Canada as of Jan. 1, 2007, and media Locals of CWA/SCA Canada organized in the future shall also be Locals of TNG-CWA. CWA/SCA Canada will continue to function as an autonomous body within TNG/CWA with regards to these locals.

(c) Locals outside the media sector under the jurisdiction of CWA/SCA Canada organized after Jan. 1, 2007, shall not be Locals of TNG-CWA, unless the governing councils of CWA/SCA Canada and TNG-CWA so agree.

(d) The affairs of CWA/SCA Canada shall be governed by the Merger Agreement of 1997, the CWA Constitution, this Constitution, the Memorandum of Understanding (2006) and the By-laws of CWA/SCA Canada.

(e) CWA/SCA Canada shall work with TNG/CWA to ensure all Canadian locals are in compliance with all their constitutional requirements and obligations to CWA, TNG-CWA and the Sector Executive Council.

SECTION 3. Units shall be formed within the Locals to the extent and for the purposes hereinafter provided.

SECTION 4. Two or more Locals may form Districts in the manner provided for purposes specified by this Constitution.

SECTION 5. Voting by proxy shall not be permitted in TNG-CWA or any of its Branches except as provided for in Article XXIV of the CWA Constitution.

SECTION 6. Majority rule shall prevail throughout TNG-CWA, and in no case shall more than a majority of votes be required to decide an issue, except as otherwise specifically provided in the CWA Constitution.

SECTION 7. Where practicable and where it would not adversely affect the over-all organizing policies and objectives of TNG-CWA or CWA, the E.C. shall give all affected Locals 15 days' notice prior to reassigning an existing Unit to another Local or extending one Local's jurisdiction into another Local's area. In the case of Canadian locals, this can be done only upon the effective recommendation of the President of CWA/SCA Canada. Any decision by the E.C. may be appealed to the CWA Convention or CWA Executive Board in accordance with Article 13, Section 3 of the CWA Constitution.

ARTICLE V – Sector Conferences and CWA Conventions

SECTION 1. (a) TNG-CWA shall hold its Sector Conference prior to the CWA Convention.

(b) At least six months prior to a CWA Convention at which an election will be conducted, the Guild shall convene another Sector Conference, known as a Nominating Conference for the primary purpose of conducting nominations for Sector Officers. The Nominating Conference shall be held by video conference, except that the Conference may be held in person at the call of the E.C..

(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.

(d) Delegates elected to serve as delegates to the CWA Convention may also serve as delegates to the TNG-CWA Sector Conference. Local Unions may elect additional delegates to the Sector Conference pursuant to Article VII, Sections 2 and 3, 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 VII, Sections 2 and 3, of the TNG-CWA Constitution.

ARTICLE VI – Delegates to CWA Convention

SECTION 1. TNG-CWA Locals shall elect delegates to the CWA Convention in accordance with the CWA Constitution.

ARTICLE VII – Delegates to Sector Conference

SECTION 1. At least 30 days' notice shall be given of all Sector Conferences. There shall be one Notice for both the Nominating Conference and the Sector Conference that will be held prior to the CWA Convention in election years. That Notice shall include notice of nominations of Sector Officers to be made by Nominating Conference delegates. The Notice shall be posted prominently on the Guild website and posted on Guild social media accounts.

SECTION 2. (a) To be entitled to voice and vote in any regular Sector Conference, (which shall include a Nominating Conference) a local union must have paid its per capita to TNG-CWA for the periods up to and including the 3rd month, preceding the Sector Conference month.

(b) In the Sector Conference, each Local eligible under Section 2(a) above, shall be entitled to at least one vote. In addition, each Local shall have one vote for the first 50 average monthly per capita payments for members in good standing or major fraction thereof; one vote for the second 50 average monthly per capita payments for members in good standing or major fraction thereof; and, thereafter, one vote for each 100 additional average monthly per capita payments for members in good standing or major fraction thereof. Each Local shall be entitled to as many delegates as it has votes, but in any event shall be entitled to cast its full quota of votes. Each Local shall also be entitled to elect alternate delegates.

(c) Representation at a Sector Conference shall be based on the average of the monthly per capita payments for members in good standing received by CWA from the Local for the 12 months ending the 5th month preceding that in which the Sector Conference begins its session. Locals within CWA/SCA Canada shall be subject to the same requirement except that the record-keeping and documenting of per caps shall be the responsibility of CWA/SCA Canada.

(d) Any difference between representation claims of a Local and the records of the Secretary-Treasurer of CWA (or in the case of Canadian locals, the records of CWA/SCA Canada) shall be submitted to the Credentials Committee at the Sector Conference for report to and decision by the Sector Conference.

(e) An itemized statement of the basis on which representation and the number of votes of each Local were determined, shall be available to the Sector Conference.

SECTION 3. Delegates and alternate delegates must be Guild members in good standing of the Local which designates them.

SECTION 4. A Local which has been chartered less than 30 days prior to the opening of the Sector Conference may send delegates, who shall have the right to speak but not to vote at the Sector Conference.

SECTION 5. A Credentials Committee shall be appointed by the E.C. to examine the credentials of delegates and alternates prior to the opening of the Sector Conference, and shall include delegates of at least seven Locals. Appeals from its decisions shall lie to the floor of the Sector Conference. The Sector Conference shall not be constituted for action until the Credentials Committee shall have examined and reported on the scheduled time of opening.

SECTION 6. TNG-CWA shall furnish standard credential forms in duplicate to Locals for delegates and alternates. Fifteen days in advance of the Sector Conference each Local shall forward to Sector headquarters one copy of the credential for each delegate and alternate and at the Sector Conference each delegate or alternate shall present credentials to the Credentials Committee properly filled out and signed by at least two officers of the Local the delegate or alternate represents. In lieu of paper credentials, the Sector Executive Council may establish a secure electronic credentialing system.

SECTION 7. The Credentials Committee shall register delegates and alternate delegates separately. Except for the privilege to speak but not vote in the Sector Conference committee of which an alternate delegate is a member, an alternate delegate shall not be permitted to act as a delegate in any way, unless the Credentials Committee has registered the alternate as a delegate in place of a delegate whose name the Credentials Committee has stricken from the register of delegates on account of a delegate's resignation, incapacity to continue to function as delegate, or other sufficient reason, and has reported the substitution to the Sector Conference. The Credentials Committee shall not so register an alternate as a delegate unless the Local which the alternate delegate will represent certifies to the Credentials Committee that the expense of the alternate delegate is borne by the Local. Upon reregistering of the delegate for whom the alternate was substituted the alternate shall revert to their original status.

SECTION 8. The rules adopted at the preceding Sector Conference shall be in force until new rules have been adopted.

SECTION 9. Registration fees for Sector Conference will be established by the Sector Executive Council as early as possible, but no later than six months prior to the meeting.

SECTION 10. The expenses of delegates shall be borne by the Locals, and may be limited by them. This shall not apply to members of the E.C. who are elected delegates by their Locals.

SECTION 11. The Executive Vice President shall cause a record of all motions, votes and formal action taken by the Sector Conference to be made and shall distribute that record to all locals and to all delegates in attendance within four months after adjournment. An audio recording of the Conference proceedings shall be maintained.

SECTION 12. Special Sector Conferences may be called by the E.C., or by a referendum vote of the membership. In case of a Sector Conference called by referendum vote notices shall be placed in the mails within 10 days of the tabulation of the vote and shall be called upon the request of twenty percent (20%) of the Locals representing twenty percent (20%) of the membership of the Guild.

ARTICLE VIII – Allocation of Delegates as between CWA Convention and Sector Conference

SECTION 1. Election procedures shall be as set forth in Article XI Section 6 of this Constitution.

SECTION 2. In advance of each Sector Conference and CWA Convention, each Local shall be notified of the number of delegates the Local is entitled to under Articles VI and VII of this Constitution.

SECTION 3. Since the formula set forth in Article VII for the election of delegates to the Sector Conference yields more delegates than the formula for the election of delegates to the CWA Convention, each Local shall elect its delegates in accordance with Article VII.

(a) Locals may nominate delegates to the CWA Convention and Sector Conference jointly or separately, consistent with Article V Section 1(d).

(b) If delegates are nominated jointly, the delegates receiving the highest numbers of votes, commensurate with the number of delegates to which the Local is entitled under Article VI, shall be delegates to both the Sector Conference and the CWA Convention. The remaining elected delegates commensurate with the number to which the Local is entitled under Article VII shall be delegates to the Sector Conference.

(c) If delegates are nominated jointly and the nominees are equal to the number of delegates to which the Local is entitled under Article VII, a vote shall be conducted to determine which delegates shall also attend the CWA Convention.

(d) If delegates are nominated jointly, the election ballot shall notify members that they are voting for delegates to both the CWA Convention and the Sector Conference in the manner set forth above.

ARTICLE IX – TNG-CWA Executive Council

SECTION 1. The E.C. shall consist of the Sector Officers of TNG-CWA, nominated in Sector Conference and elected by referendum vote.

SECTION 2. (a) The Sector Officers shall be a Sector Chairperson of TNG-CWA, a President (who shall also serve as a CWA Vice-President), an Executive Vice President and six Regional Vice-Presidents, elected by regions, one each from Regions 1 through 6.

(b) In addition, the President of CWA/SCA Canada (formerly called Director of TNG Canada) shall be a voting member of the TNG-CWA Sector Executive Council. The President of CWA/SCA Canada shall be elected in accordance with the CWA/SCA Canada bylaws.

(c) The President or Executive Vice President of TNG-CWA, or a designate, if neither is available, shall sit on the CWA/SCA Canada Representative Council and be entitled to attend all meetings, where the officer or designate shall be entitled to speak but shall have no vote.

(d) The current electoral regions are as follows:

Region 1-Connecticut (excepting the counties of Fairfield, Hartford, Litchfield and New Haven), Delaware, Maine, Massachusetts, New Hampshire, the New Jersey counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem; New York (excepting the counties of Bronx, Cattaraugus, Chautauqua, Erie, Kings, Nassau, New York, Niagara, Orange, Queens, Richmond, Rockland, Suffolk and Westchester), Pennsylvania (excepting the counties of Allegheny, Beaver, Butler, Crawford, Erie, Fayette, Greene, Lawrence, Mercer, Venango and Washington), Rhode Island and Vermont.

Region 2-Alabama, Arkansas, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, Commonwealth of Puerto Rico, South Carolina, Tennessee, Texas, Virginia and West Virginia.

Region 3-Indiana (excepting the counties of Lake and Porter), Michigan, the New York counties of Cattaraugus, Chautauqua, Erie and Niagara, Ohio, and the Pennsylvania counties of Allegheny, Beaver, Butler, Crawford, Erie, Fayette, Greene, Lawrence, Mercer, Venango and Washington.

Region 4-Alaska, Arizona, California, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington and Wyoming.

Region 5-The Connecticut counties of Fairfield, Hartford, Litchfield and New Haven; New Jersey (excepting the counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Ocean and Salem); and the New York counties of Bronx, Kings, Nassau, New York, Orange, Queens, Richmond, Rockland, Suffolk and Westchester.

Region 6-Colorado, Illinois, the Indiana counties of Lake and Porter, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, South Dakota and Wisconsin.

SECTION 3. (a) Nominations for Sector Chairperson, President, Executive Vice President, and all Vice-Presidents shall be made one by one by Sector Conference vote.

(b) If more than two candidates are nominated to the office of Sector Chairperson, President, Executive Vice President, or any Regional Vice-Presidency, the Nominating Conference shall ballot by a roll-call vote; the candidate receiving the least number of votes in the first ballot shall be eliminated and such balloting shall continue until only two names remain; these two shall then be declared the nominees of the Nominating Conference. Only the delegates of the regions concerned shall ballot upon the nominations for their respective Regional Vice-Presidents; provided that for purposes of this Section delegates of the United States Wire Service Local shall be deemed delegates of the region in which their bureaus are located and the delegates of each region shall cast a number of votes according to application of Article VII Section 2(b) to the number of members of the Wire Service Local in their region; provided further that for purposes of this Section delegates of the Translators' Local shall be deemed delegates of the region in which their workplaces are located and the delegates of each region shall cast a number of votes according to application of Article VII, Section 2(b) to the number of members of the Translators' Local in their region.

(c) Names of all nominees shall be placed on the referendum ballot except that any candidate unopposed in the Nominating Conference shall be declared elected. No candidate shall be declared a nominee or declared elected unless they declare in writing their willingness to serve. Such acceptance must be made prior to the close of the Nominating Conference. No member shall hold office if barred from office by Section 504 of the Labor-Management Reporting and Disclosure Act of 1959. Nominees or their representatives shall at the Nominating Conference draw lots for positions on the ballot.

(d) The names of candidates nominated for Sector Office, including those declared elected by acclamation, and a complete record of roll-call votes on contested nominations, shall be posted prominently on the Guild website and posted on Guild social media accounts within 7 days of the close of the Nominating Conference.

(e) Within 30 days of the close of the Nominating Conference the following shall be posted prominently on the Guild website: a complete official list of candidates; links to each candidate's online campaign site, as made available by the candidate, and equal space for a statement by each candidate.

(f) Separate ballot forms shall be prepared for each E.C. region containing the names of all candidates for general offices, but in each region the names of the candidates for Regional Vice-President from that Region only shall be listed as candidates for Regional Vice-President. The election of Regional Vice-Presidents shall be by ballot of the members in the regions they represent. For the purpose of this Section, members of the United States Wire Service Local shall vote in the region in which their bureau is located; a member of the Translators' Local shall vote in the region in which their workplace is located.

(g) Elections shall be by secret ballot and by majority vote of the referendum, conducted pursuant to Article XXII and as certified by the Sector Election and Referendum Committee. The term of

office shall be four years. The officers elected shall take office on the opening day of the CWA Convention.

(h) No member of the E.C. except the President, the Executive Vice President and the President of CWA-SCA Canada shall be a salaried officer or employee of TNG-CWA or of any Local.

(i) Any member of the E.C. who thereafter becomes a salaried officer or employee of TNG-CWA or any Local shall automatically be retired from the E.C.; except that this shall not prohibit a member of the E.C. from performing temporary work for TNG-CWA or for any Local and receiving compensation for loss of pay while performing such work.

SECTION 4. (a) Within five days after a vacancy occurs in any elective Sector office, the E.C. shall notify the Locals concerned.

(b) In the event of a vacancy in any of the three principle offices, there shall be a temporary succession pending the election of a new officer at the next regularly scheduled Sector Conference. The Sector Chairperson shall thus be succeeded by the President, the President by the Executive Vice President and the Executive Vice President by the President, the temporary successor retaining also the duties of the original office.

(c) A vacancy in the position of President of CWA/SCA Canada shall be filled in accordance with the CWA/SCA Canada by-laws and CWA Constitution.

(d) (i) If a vacancy occurs in a regional vice president position within six (6) months of the next regularly scheduled Sector Conference, the position shall remain open.

(ii) If a vacancy occurs in a regional vice president position more than six (6) months preceding a regularly scheduled Sector Conference, the E.C. shall notify locals in the affected region within five days of confirming the vacancy, and seek nominations for a temporary regional vice president from the local executive committees. Each affected local may nominate no more than one candidate. Nominations must be received by the E.C. within 30 days of the notice of vacancy. Nominees must indicate in writing to the E.C. their willingness to serve. The E.C. shall, by majority vote within five days of the close of nominations, appoint a temporary regional vice president from the list of nominees received. In the event there are more than two nominees and no candidate receives a majority vote, the two candidates with the highest number of votes shall be considered the final candidates and a final E.C. vote shall be taken.

(e) In the event of a vacancy in any elective Sector office, permanent successor candidates shall be nominated at the next regularly scheduled Sector Conference and an election shall be held by referendum in accordance with this Article. The successor officer shall take office upon certification by the SERC and shall serve the remainder of the predecessor's term.

(f) In the event of a contingency not met by these procedures, the E.C. shall take necessary action to provide for administration of TNG-CWA.

In the event of a vacancy in any elective Sector office, successor candidates shall be nominated at the next regularly scheduled Sector Conference and an election shall be held by referendum in accordance with this Article. The successor officer shall take office upon certification by the SERC and shall serve the remainder of the predecessor's term.

SECTION 5. (a) The E.C. shall meet three times a year, the time and place to be set by the E.C. E.C. meetings at Sector Conference shall be deemed one meeting. Upon the written request of three members, the Executive Vice President shall call a special meeting of the E.C.

(b) The E.C. may levy assessments, and act in other emergencies by mail or telegraphic vote, as prescribed by rules adopted by the E.C.

SECTION 6. At all regular and special meetings of the E.C., fifty percent of the E.C. membership shall constitute a quorum.

SECTION 7. The E.C. shall elect its standing committees. These shall include a Finance Committee of five E.C. members; and a Contracts Committee of five members, at least three of whom shall be members of the E.C..

SECTION 8. The E.C. shall approve the salaries of all Sector Representatives, and the salaries of all TNG-CWA employees, consistent with the policies and procedures of CWA.

SECTION 9. The E.C. shall interpret this Constitution between Sector Conferences.

ARTICLE X – Sector Officers

SECTION 1. Except as otherwise governed by the CWA Constitution, the E.C. shall have general direction of all Sector officers.

SECTION 2. The Sector Chairperson shall preside over Sector Conferences and E.C. meetings and may be a delegate to conventions of any organization with which TNG-CWA is affiliated.

SECTION 3. The President shall be the executive officer of TNG-CWA and a Vice President of the CWA, representing the Sector on the CWA Executive Board. The President shall preside over Sector Conferences and E.C. meetings in the absence of the Sector Chairperson.

SECTION 4. Vice Presidents shall be responsible for conveying concerns from locals in their region to the E.C., and for providing locals with reports on TNG and E.C. actions and activities. The Vice-Presidents as directed by the E.C. shall perform the duties of the Sector Chairperson in the absence of the Sector Chairperson and in the absence of the President, and such other duties as the E.C. may direct.

SECTION 5. The Executive Vice President shall be the financial officer of TNG-CWA and custodian of the records and funds of TNG-CWA. The Executive Vice President shall cause such records and books of account to be kept as may be necessary to carry out the provisions of this Constitution.

SECTION 6. The President of CWA/SCA Canada shall be the chief spokesperson for the Guild and CWA in Canada. The President of CWA/SCA Canada shall take direction from the Canadian Representative Council and shall be its Chairperson.

SECTION 7. The salaries of full-time TNG-CWA officers shall be equal to CWA salaries for comparable positions. The TNG-CWA President's salary shall be equal to a CWA Vice President's salary. They will receive any annual adjustments which may be approved by the CWA Convention. The TNG-CWA Executive Vice President's salary shall be equal to that of a CWA Assistant to the Vice President.

ARTICLE XI – Local Guilds

SECTION 1. Locals shall be established by charter granted by the CWA on recommendation of the E.C.

SECTION 2. Locals shall be charged with the duty of enforcing provisions of this Constitution affecting their membership.

SECTION 3. (a) No Local shall adopt a constitution or by-laws in conflict with this Constitution, with the policies of TNG-CWA adopted in Sector Conference, or the CWA Constitution. Every Local shall submit to the E.C. a copy of its constitution and by-laws and any amendments thereto as adopted. New Locals shall submit their constitutions or by-laws within two months of being chartered. The E.C. shall order the revision of provisions found to be in conflict with this Constitution, Sector Conference policies or the CWA Constitution. The Canadian National Office shall be notified of any issues with Canadian Local bylaws and shall assist in resolving them. If any issue arises in a Local in which the application of the Local constitution or by-laws is at variance with the TNG-CWA Constitution, Sector Conference policies or the CWA Constitution, the issue shall be governed by the TNG-CWA Constitution, Sector Conference policies, and the CWA Constitution.

(b) The Merger Agreement, the CWA Constitution, and the TNG-CWA Constitution shall govern in any matter not specifically provided for either in the by-laws of the Local or by Local legislation.

SECTION 4. (a) Locals shall hold general membership meetings at least four times a year. Subject to the approval of the Local membership in a referendum, exceptions to this rule may be made in Locals that have both an Executive Committee and a Representative Assembly. Such Locals shall be required to hold general membership meetings at least twice a year as provided in the Local by-laws.

(b) In lieu of the membership meeting provided in paragraph (a) the by-laws of a Wire Service Local shall provide for a Representative Assembly elected by the membership of the Local and representative of the geographical areas and units within the Local. Such a Representative Assembly shall meet at least once a year. The by-laws of such a Local shall further provide adequate referenda procedures.

SECTION 5. (a) Locals shall elect officers annually, unless the Local membership by referendum determines that they shall be elected biennially or triennially. The officers shall include at least a president, a vice-president, a secretary-treasurer or secretary and treasurer. No member shall be permitted to hold more than one such office.

(b) Locals shall provide in their by-laws for an Executive Committee of not fewer than three members.

(c) The officers of Locals prescribed by Local by-laws under Section 5(a) shall be elected by the membership, by secret ballot referendum in the event of a contest. Members of an executive committee other than such officers shall be elected by a secret ballot in the event of a contest according to procedures, and in the units or membership divisions they represent, as Local by-laws may prescribe.

(d) In the event of a contest by referendum ballot for Local officers, as prescribed by Local by-laws under Section 5(a), the names of all nominees for office shall be placed on the ballot either by slate, or in alphabetical order or in order determined by lot. Candidates may be identified on the ballot by their unit.

(e) No Local constitution or by-laws shall provide that nominations for Local offices or for the membership of the Executive Committee shall be made by the Executive Committee. In Locals of more than 250 members which have both an Executive Committee and a Representative Assembly elected by the membership, the Representative Assembly may nominate for the offices prescribed by Local by-laws under Section 5(a) and for such members of the Executive Committee as, according to Local by-laws, are to be elected at large. If nominations of such officers and other members of the Executive Committee are made by Representative Assembly, adequate opportunity shall be given for additional nominations by membership petition.

(f) Vacancies in the Local offices prescribed by Local by-laws under Section 5(a) shall be filled by a vote of the membership by secret ballot either by referendum or at a membership meeting. Vacancies in the membership of an Executive Committee, other than such Local offices, if filled, shall be filled by secret ballot vote, according to the procedures by which, and in the same unit or membership division in which the election was held.

(g) At least 15 days' notice of election of officers and members of an Executive Committee shall be given by mail to all eligible members at their home address as shown on the record of the Local, including elections to fill vacancies.

(h) No member may hold Local office or membership in the Executive Committee of a Local subject to the Labor-Management Reporting and Disclosure Act of 1959 if barred from office by Section 504 of said Act.

SECTION 6. Delegates and alternate delegates of Locals to the TNG-CWA Sector Conference and CWA Convention shall be elected by the membership, by secret ballot in the event of a contest. In case of a contest by referendum ballot, the names of all nominees for the position of delegate shall be placed on the same ballot in alphabetical order, or by slate, or in order determined by lot. Nominees may be identified on the ballot by their Unit. Vacancies shall not be filled by appointment.

SECTION 7. Local delegates to all bodies other than the Sector Conference and CWA Convention with which the Local may be affiliated shall be elected by the membership or elected or appointed by such other body of the Local as the membership may decide. Pending opportunity for action by the membership, temporary appointments to fill a vacancy may be made by the Executive Committee.

SECTION 8. Local elections and referenda shall be overseen and conducted by a standing Local Election Committee (LEC) of at least three (3) members. The Local Executive Committee shall appoint the LEC within three months of taking office, and shall fill vacancies promptly as they occur. Anyone who is a candidate for office in a local election shall be disqualified from serving on the LEC.

The LEC may seek advice from the Sector Election and Referendum Committee but shall retain authority to independently decide election disputes consistent with local bylaws and this Constitution.

Following the certification of an election, a member who wishes to protest the conduct of any election pursuant to Sections 5, or 6 of this Article, may submit the protest in accordance with the procedures set forth in the CWA Constitution.

SECTION 9. (a) Local funds shall be used only for legitimate operating expenses, for the financing of strike activities and for the purchase for local members of group life, accident, health, hospital, medical and surgical, unemployment, and retirement benefit insurance, singly or in any combination.

(b) Local funds may be used for the purpose of assisting labor and other organizations friendly to TNG-CWA and the labor movement and for other activity within the purposes of TNG-CWA, including fraternal and social activity, provided the expenditures for these purposes are consistent with the financial ability of the Local to carry out the purposes set forth in Subsection 9(a).

SECTION 10. (a) Each Local shall establish a Local Defense Fund.

(b) There shall be deposited to this fund, no later than the 30th day after the expiration of each fiscal quarter, an amount equal to 5% of the Local's gross income from monthly dues in the preceding fiscal quarter, unless on such 30th day the assets in the Local Defense Fund are equal to or greater than \$254.06 (adjusted May 2024) for each member in the last month of the preceding quarter. On May 1 of each year, this \$254.06 per-member minimum shall be increased by the same percentage as per-capita tax is increased under Article XVIII, Section 5(b).

(c) The E.C. may, for good and sufficient reason, exempt a newly chartered Local or a Local which has been involved in a strike or lockout from operation of this Section for a period of no more than two years from the date of the chartering of the Local or settlement of the strike or lockout.

(d) Expenditures from the Local Defense Fund may be made only to support the Local's strike or other defense activity, other activities of an emergency nature, or as a contribution to other unions.

SECTION 11. Each Local shall establish a Local Organizing Fund. All monies received by the Local under Article XVIII Section 2(d) of this Constitution shall be placed into this Fund. The assets of the Fund shall be used solely for organizing and related activities.

SECTION 12. (a) Each Local shall keep its financial records in accordance with procedures and on forms supplied by or satisfactory to CWA. Each Local shall cause an audit of all its books, records, and funds to be made annually for its fiscal year by an independent professional accountant designated by the Local or its governing body. Audits shall be according to procedures and on forms supplied by or satisfactory to CWA. All audits shall be available to the membership of the Local and a copy of the annual audit shall be sent to the E.C. within 30 days of its completion. In the event that a copy of the annual audit is not submitted within 90 days from the close of a Local's fiscal year, the Executive Vice President may cause an audit to be made, the expense of which shall be borne by the Local.

(b) All Local officers and employees authorized to sign checks upon Local funds or handling Local monies, shall be bonded in amounts and in a manner designated by the Local or its governing body.

(c) All checks issued by a Local shall require at least two signatures to be authorized in the Local's by-laws or by the Local's Executive Committee.

SECTION 13. No Local shall be or remain incorporated under the laws of any state, territory, province, or country, except as required by law.

SECTION 14. No Branch shall make contracts or incur liabilities for TNG-CWA or CWA unless authorized in writing by the E.C. or the CWA Executive Board, as the case may be. TNG-CWA and CWA shall not be liable under such contracts unless they were so authorized.

SECTION 15. No Branch of TNG-CWA shall, without permission of the E.C. or the President, seek to represent employees for whom it is not then the certified or recognized representative, nor initiate any suit or proceeding affecting representation of employees or collective bargaining

(except a suit or arbitration proceeding to enforce a specific contract obligation) before any court, tribunal, labor board or agency; and the conduct of the case by the Branch shall be subject to the approval of the E.C. or President. In case any Branch of TNG-CWA shall be a respondent or defendant before any court, tribunal, labor board or agency, the nature and scope of its defense shall be subject to approval of, and its defense shall be conducted in full consultation with the E.C. or the President.

SECTION 16. A Unit shall consist of the members in an individual Shop. Within the discretion of the Local, a Unit may consist of members employed in more than one Shop where one or more of the Shops involved employs less than seven members or where the Shops are under the same management. The Unit shall have such officers as are prescribed by Local by-laws, who shall be selected, shall serve, and may be removed, as prescribed by Local by-laws. It shall exist only for administrative purposes and for representation of its members within the Local. It shall not have a separate constitution or by-laws. It shall not enter into any agreement. It shall not have relations with any person or organization outside TNG-CWA without permission of the Local or the Local governing body.

SECTION 17. Locals shall do all in their power to strengthen the labor movement in their respective areas.

SECTION 18. 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.

(a) 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.

(b) 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.

(c) 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.

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

(e) 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.

(f) The independent referee will endeavor to issue a 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 the referee deems it necessary for developing a full and complete record.

(g) 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.

SECTION 19. (a) In the event that a Local's charter is revoked, suspended, or that the Local disbands, the charter and all books and property shall be delivered or turned over to TNG-CWA or CWA/SCA Canada within 10 days after demand by the E.C..

(b) In the event Locals merge, a new or amended charter shall be issued and all books and property of the predecessor locals shall be turned over to the successor Local, unless otherwise provided in a written merger agreement approved in writing by the TNG-CWA President or President of CWA/SCA Canada.

SECTION 20. Each Local, in accordance with its bylaws, shall select a Local Human Rights Coordinator and forward the name and contact information to TNG-CWA. The Human Rights Coordinator shall guide and advise the local on implementing the TNG-CWA Human Rights Program at the local level and developing and advancing affirmative action programs for equal employment and advancement opportunities. This person also shall get appropriate training to fulfill the duties of a Human Rights Coordinator.

SECTION 21. Each Local shall ensure that each of its members is provided with a copy of the current collective bargaining agreement applicable to the member, and a copy of the Local's by-laws; and shall make available to each member a copy of the TNG-CWA Constitution and the CWA Constitution.

ARTICLE XII – District Councils

SECTION 1. District Councils may be formed for the purpose of exchanging information and rendering assistance and mutual aid to member Locals in carrying out their constitutional function. District Councils also shall have the right and function to make recommendations to the E.C. which are designed to implement TNG-CWA's program. Any other activity may not be undertaken without approval by TNG-CWA, except that contributions may be made for the financing of strike activities of Locals, and for the purpose of assisting labor and other organizations friendly to TNG-CWA and the labor movement.

SECTION 2. (a) A District Council may be formed by Locals within a district designated by the E.C. It shall come into existence when two or more Locals in such district, by appropriate Local action approve District Council by-laws which are consistent with this Constitution, Sector Conference policies, and the CWA Constitution, and such by-laws are approved by the E.C..

(b) District Council membership consists of affiliated Locals. Individual Local members do not have membership in the District Council.

(c) After the formation of the District Council, additional Locals in the district may affiliate.

(d) A Wire Service Local may authorize affiliation with District Councils on a regional basis.

SECTION 3. The affairs of the District Council shall be conducted by a Council composed of delegates from constituent Locals, elected under District Council by-laws. The District Council shall elect its officers.

SECTION 4. District Council activities shall be financed by the constituent Locals. The E.C. may appropriate TNG-CWA funds to assist District Council activities, but such funds shall not be used to pay the salary or expenses of a director or other District Council personnel unless such director or other personnel is approved by the E.C..

ARTICLE XIII – Membership

SECTION 1. Applicants for membership in TNG-CWA shall furnish such information as the CWA and the Local require. Application for membership shall constitute an applicant's designation of the Guild as the applicant's collective bargaining agent, and such designation shall be co-extensive with said application and resulting membership.

SECTION 2. Members shall receive from their Local a standard membership card supplied by TNG-CWA. CWA/SCA Canada will supply membership cards to Canadian Locals.

SECTION 3. TNG members in good standing 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.

SECTION 4. (a) Members shall be in good standing if they are not more than one month in arrears on any of their constitutional obligations. Members who lose good standing and thereafter remain delinquent one month more shall be automatically suspended.

(b) A Local shall be notified by TNG-CWA that it appears that a member has been automatically suspended under Article XIII, Section 4, of this Constitution whenever a Local fails to remit a member's constitutional obligations for two or more consecutive months.

(c) Upon receipt of such notice, a Local may either:

(1) Establish that the member has met their constitutional obligations by remitting the appropriate constitutional obligations to TNG-CWA; or

(2) Within 10 days advise the member of their suspension and give them at least two days' notice to appear before the Executive Committee to show cause why they should not be expelled for failure to meet their constitutional obligations. Such notice shall be in writing, but failure of the Local to give, or of a member to receive, such notice shall not affect the suspension. The Executive Committee may designate a representative before whom the suspended member shall be directed to appear at a reasonable time and place. If after such hearing the Executive Committee is not satisfied with such showing made by the suspended member it may forthwith expel the member; or

(3) Continue the member in suspension.

(d) A member who, according to TNG-CWA records, remains in suspension for 12 months or more may with the concurrence of the Local be dropped from the membership rolls.

(e) TNG-CWA shall be notified of all decisions to expel members under provisions of this section.

(f) TNG-CWA records shall show the status of any member affected by the above processes.

(g) Suspended, expelled, or dropped members at all times shall be restored to good standing or readmitted only in accordance with the reinstatement provisions of Article XIII Section 12(a).

(h) A member's constitutional obligations, including a fine or penalty under Article XV, may be enforced by civil action in any court of jurisdiction.

SECTION 5. No member not in good standing shall be permitted to vote, offer or second a motion, nominate for office, hold office, or be a candidate for office. A member suspended otherwise than under Section 4 of this Article shall be subject to the foregoing restrictions and in addition may not attend meetings of Guild bodies or speak at such meetings except by permission of the meeting or as permitted by Article XV. A suspended member shall remain under all the obligations of membership during the period of suspension.

SECTION 6. No member shall work for lower wages than, longer hours than, or under conditions inferior to, those established through Guild action in the Shop in which the member is employed.

SECTION 7. (a) Members shall belong to the Local which negotiates their contract. A member not under contract shall belong to the Local in the area of their principal employment. Individuals who gain membership pursuant to Article II, Section 3(c) shall belong to the local designated in accordance with Section 3(c)(1) of that Article.

(b) Members elected to full-time office in the Guild shall retain membership in their home Local.

(c) Members elected or appointed Executive Officer of another Local shall be a member of that Local, and may retain membership in their home Local, but in TNG-CWA referenda shall vote only in the Local in which the Executive Officer is employed.

(d) Members appointed to TNG-CWA's staff may elect to be a member in their home Local or in the Local in whose area they are assigned, or if they are eligible under Article XIII Section 8, to be a member-at-large. The authority and power of the CWA or its Executive Board under the CWA Constitution, of the Sector Conference and the E.C. under Article IV Section 1, and of the E.C. under Article X Section 8, and Article X Section 1, of this Constitution shall not be invoked by TNG-CWA's staff or any individual TNG-CWA staff employee as TNG-CWA member or members in connection with any grievance or dispute concerning terms and conditions of employment of TNG-CWA staff which is subject to procedures for adjustment and settlement provided by collective bargaining agreement between TNG-CWA and the collective bargaining representative of TNG-CWA's staff.

SECTION 8. In an area where no Local exists membership at large shall be permitted in TNG-CWA. In such case, TNG-CWA headquarters shall fulfill the administrative functions of the Local.

SECTION 9. Application shall be submitted to the designated agent of the Unit in the Shop where the applicant is employed. Except as otherwise provided in Article XVIII Section 5, an applicant shall become a member upon payment of any required initiation fee or reinstatement fee, and payment of one month's dues or submission of a dues checkoff authorization. The Local or its Executive Committee may approve membership applications in respect to eligibility and compliance with constitutional requirements. Subject to Section 10, if a Local or its Executive Committee does not act on an application within thirty (30) days, an applicant shall be confirmed in membership. When an application is rejected the applicant shall be given a written statement of the reason.

SECTION 10. (a) An applicant who has been expelled or suspended from one Local shall be readmitted in another Local only with the consent of the first.

(b) An applicant may be deemed ineligible or required to pay a special fee because of prior acts which would have made the applicant liable to expulsion from the Guild.

(c) All decisions of Locals under this Section shall be subject to appeal to the E.C., and any disputes between Locals under this Section shall be referred to the E.C. for decision.

SECTION 11. (a) TNG-CWA shall issue standard transfer cards upon which all transfers of membership will be effected.

(b) All transfers from one Local to another shall be processed through TNG-CWA. Upon notice from any source that a member requires such transfer, TNG-CWA shall effect the transfer subject to the further provisions of this Section.

(c) No transfer of membership shall be effected until all financial obligations in the Local from which the member is transferring have been satisfied and that Local so states to TNG-CWA, and until such other constitutional objections posed by the Local from which the member is transferred have been satisfied and that Local so informs TNG-CWA. TNG-CWA shall act on the basis of TNG-CWA records when a Local does not respond within 30 days to a request for information under this rule.

(d) Transferring members shall be allowed a grace period of not more than 60 days, beginning with the last day of the month for which they were in good standing in the former Local, in which to complete a transfer to a new Local without losing good standing and without having to pay a reinstatement or initiation fee.

(e) Procedures not specifically provided for by this section shall be determined by the Executive Vice President in a manner consistent with the Constitution, to provide for efficient and practical transfers, and to protect the interests of the affected Locals and of the transferring member.

(f) All decisions under this Section shall be subject to appeal to the E.C..

SECTION 12. (a) A member who has been suspended, expelled, or dropped may be readmitted or reinstated to good standing upon payment of a reinstatement fee to be set by the Local, such fee in the discretion of the Local to take the place of all arrearages of constitutional obligations up to the date of reinstatement. Such readmission or reinstatement shall not be allowed except upon the specific decision of the Executive Committee of the Local. Such readmission or reinstatement shall not be granted to a member more than twice within two years without the approval of the E.C. Application of this Section may be waived by the Local in the event that a member pays the arrearages and is reinstated after automatic suspension under Section 4 of this Article. The foregoing notwithstanding, a member on an unpaid leave of absence who fails to pay dues during the period of the leave shall automatically be readmitted upon resumption of dues payments.

(b) The Local shall waive the provisions for the payment of a reinstatement fee for members who have entered the armed forces.

(c) The Local may waive the provisions for the payment of a reinstatement fee for intermittent dues-payers, such as casual employees.

SECTION 13. (a) Guild members shall belong automatically to the Unit of the Shop where they are employed. Individuals who gain membership pursuant to Article II, Section 3(c) shall belong to the Unit or to the Local designated in accordance with Section 3(c)(1) of that Article.

(b) Members who cease employment or work within the meaning of Article II, Section 2, and remain unemployed or without such work, may continue in active membership for a period not to exceed three months in their Unit and for a period not to exceed nine additional months in their Local (except that those members who do not belong to a Unit shall be permitted to continue active membership within the Local for a total period not to exceed twelve months), upon expiration of which time they shall take an honorable withdrawal card if otherwise entitled to it, with all preferential rehiring rights unimpaired, provided, however, that a member whose dismissal is being contested by the member, the Unit or the Local, and who obtains temporary employment elsewhere shall remain a member of the Local until such time as the Local or its governing body declares the case adjusted. For purposes of enforcing this Section 13(b), Locals shall adopt reasonable bylaw provisions to verify that members continue to perform qualifying work and therefore remain eligible for Guild membership.

SECTION 14. A member who becomes ineligible shall withdraw, after having paid all financial obligations to the Guild.

SECTION 15. Members shall advise their Local of their home address and any change in home address. Using forms provided for this purpose, Locals shall advise CWA of members' addresses. Members-at-large shall advise CWA directly.

SECTION 16. (a) The following resignation rules shall apply in Canadian Locals only: Any offer to withdraw or to resign from membership in the Guild other than for the reasons set forth in Section 14 of this Article shall be submitted in writing to the governing board of the Local, together with the reasons, in detail, for such contemplated withdrawal or resignation. The governing board of the Local shall thereupon inquire into the causes and vote on whether such withdrawal or resignation shall be accepted or rejected. Any acceptance shall always be conditioned upon full payment of all financial obligations due and owing to the Guild. Upon the rejection of any offer to withdraw or resign, the membership obligations of the member making such offer shall continue in full force and effect. Members may appeal rejection of their resignation to the Local membership. A copy of the offer to withdraw or resign, together with the action taken by the Local thereon, shall be forwarded to the E.C. Such action shall not become final until approved by the E.C..

(b) In Canadian Locals, no resignation or withdrawal may be accepted during a strike or lockout, or at a time when a strike or lockout appears imminent.

(c) In U.S. Locals, any offer to withdraw or to resign from membership in the Guild other than for the reasons set forth in Section 14 of this Article shall be submitted in writing to the Local.

SECTION 17. Individuals who retain membership pursuant to Article II, Section 3(c) shall have all of the rights of membership except that they shall have voice but no vote on local union matters affecting collective bargaining, including contract ratification, grievance settlements, and strike votes.

ARTICLE XIV – Organizing, Associate, Retired and Honorary Members

SECTION 1: Organizing Membership.

(a) Notwithstanding any other provision of this Constitution or the CWA Constitution to the contrary, employees who sign membership cards as part of a Guild organizing campaign shall be admitted as Organizing member upon Guild recognition or certification, without payment of initiation fees or dues (or with payment of such minimal amount as may be appropriate under the applicable law) during the organizing campaign.

(b) Organizing members shall maintain that status until the execution of the first collective bargaining agreement covering their bargaining unit, after which time Organizing membership shall cease. Thereafter, such individuals may retain Guild membership only as otherwise provided in this Constitution, including the obligation to pay initiation fees and dues.

Organizing members shall not have the right to vote in Sector referenda, to participate in Sector Conferences as a delegate or alternate, or to nominate, be nominated or vote in Sector elections.

Effective immediately:

(c) The rights, if any, of Organizing members with regard to Local elections, governance and activities shall be granted in accordance with historical practices and Local bylaws.

Effective January 1, 2023:

The rights, if any, of Organizing members with regard to Local elections, governance and activities shall be granted solely in accordance with Local bylaws.

(d) Notwithstanding Section 1(b) of this Article, Organizing members shall be eligible to become members in good standing with all the rights, privileges and obligations of Guild membership, upon payment of initiation fees and dues at the governing minimum dues rate, in accordance with Section 2 of Article XVIII.

(e) Should the organizing drive or bargaining rights terminate, Organizing membership shall immediately cease and such individuals may retain Guild membership only as otherwise provided in this Constitution.

(f) Organizing members shall be subject to the disciplinary provisions of this Constitution.

(g) Organizing membership shall figure in no way in the standing of a Local.

(h) The following provisions of Article XIII shall also apply to Organizing members: Section 7(a), Section 7(c) (except that there shall be no participation in TNG-CWA referenda as referenced in Section (c)), Section 7(d), Section 8 and Section 13(a) and Section 15.

SECTION 2: Associate and retired membership.

(a) Associate and retired members shall be entitled to an appropriate card issued by TNG-CWA and shall have the right to attend and to speak at Guild meetings but shall not have the right to make or second motions, to vote, or to hold office, except in the conduct of activities of associate or retired units.

(b) Associate members shall belong to the nearest Local in the area in which their institutions are located. They may be formed into associate units of the Local, subject to the by-laws and regulations of the Local.

(c) Retired members shall be permitted to join CWA Retired Members' Clubs and serve on the Retired Members' Council consistent with Article V, Sections 5 and 6 of the CWA Constitution.

(d) Associate and retired members shall not be subject to the disciplinary provisions of this Constitution, but their membership shall be revocable by the Local or CWA Retired Members Club to which they belong, subject to appeal to the E.C., or by the E.C.

(e) To aid a Local to maintain contact for organizing purposes with Guild members who are no longer under Guild contract, the Executive Vice President may grant Associate Member status to such members. The Executive Vice President shall report the status of such grants to the E.C..

(f) Associate and retired membership shall figure in no way in the standing of a Local.

SECTION 3. Honorary membership.

(a) Honorary members shall be entitled to an appropriate card issued by TNG-CWA and shall be members at large of TNG-CWA. They shall have the right to attend Guild and speak at Guild meetings with the permission of the body. They shall not have the right to make or second motions, to vote or to hold office. They shall not be obligated to pay initiation fees or dues. Honorary membership may be terminated by resignation of the member or revocation of membership by the E.C. No provision of the Constitution other than Article II Section 6 and Article XIV Section 6 shall be applicable to honorary members.

ARTICLE XV – Discipline of Members, Sector Officers, District Council Officers and Local Officers

SECTION 1. Charges and Trials shall be conducted in accordance with the CWA Constitution.

SECTION 2. Guild Website.

Actions under this Article shall be reported promptly and in adequate summary form on the Guild website.

ARTICLE XVI – Recall Procedure

SECTION 1. All Sector Officers, E.C. members, and officers of Locals shall be subject to recall in accordance with procedures set forth in Articles XXI and XXII of the CWA Constitution.

ARTICLE XVII – Discipline of Locals

SECTION 1. Locals may be disciplined pursuant to Article XIII of the CWA Constitution.

ARTICLE XVIII – Finances

SECTION 1. The membership dues of TNG-CWA shall include:

- (a) The payments established by Section 2 of this Article or by Locals under the authority of Section 2 of this Article, hereinafter referred to as “monthly dues.”
- (b) The payments required for admission into membership in TNG-CWA fixed by Locals under the authority of Section 3 of this Article, hereinafter referred to as “initiation fees.”
- (c) The payments required for reinstatement into TNG-CWA after loss of membership fixed by Locals under the authority of Section 4 of this Article, hereinafter referred to as “reinstatement fees.”
- (d) Any additional dues required by a Local of all its members from time to time, fixed under the authority of Local by-laws.
- (e) In addition, CWA/SCA Canada shall make payments to TNG/CWA as agreed, flowing from the Memorandum of Understanding of 2006.

SECTION 2. Financial Obligations of Members

(a) Monthly dues payments shall be fixed for and collected from Local members by the respective Locals (except that strikers or locked-out members’ dues may be paid from the Local treasury), and shall be fixed for and collected from members at large by the E.C., in accordance with the following provisions:

(b) Monthly dues.

The monthly dues fixed and maintained by Locals and the E.C. shall be not less than the Minimum Dues Schedule set forth in Section 2(c) of this Article.

(c) The Minimum Dues Schedule shall be either that listed under Table A of this document, or 1.3846 percent of regular compensation up to the maximum required by the above schedules, or a dues schedule which yields at least an equivalent total dues income.

On each Oct. 1 there shall be an extension of the schedule under this subsection by raising the weekly compensation amount by \$50 in \$5 brackets and by increasing the dues under Tables A proportionately in the same manner as in the existing brackets.

(d) Each member shall pay \$1.00 per month dues in addition to the amount of dues the member otherwise would pay according to the member's Local dues structure in effect on that date, unless the Local increases its dues rate by means of a formula that yields at least an equivalent total amount, or alternatively, a Local may act to meet these mandatory funding requirements out of existing Local funds. These funds are to be used only for the purpose of organizing new members, as required by Article XI, Section 11.

(e) Exceptions and particular cases.

In the following cases, Locals and the E.C. may fix and maintain the dues set forth below in lieu of the aforesaid monthly dues:

- (1) For individuals who retain membership pursuant to Article II, Section 3(c) – an amount no less than the CWA dues rate for members without collective bargaining rights, as set by CWA constitutional procedures.
- (2) For members whose regular compensation is less than \$50 per week-not less than 5 percent of weekly salary per month.
- (3) For members whose regular compensation is less than \$10 per week-not less than 10 cents per month.
- (4) For unemployed members-not less than 10 cents per month.
- (5) For members on unpaid leave of absence - not less than 10 cents per month.
- (6) For members on paid leave of absence - the amount which would be paid on the same salary.
- (7) For associate members - not less than \$ 10.00 per year.
- (8) For members working in a shop not under Guild contract where there are either no bargaining rights or no organizing campaign, and earning \$50 per week or more-not less than \$2.50 a month.

(9) For members working for unions other than TNG-CWA or its branches, who are not under Guild contract and who are earning \$50 per week or more-monthly payments of not less than \$3.50, plus an amount equal to the per-capita tax set forth in Section 7 of this Article.

(10) For retired members - dues as fixed by their Locals, comparable to those required by the CWA Constitution.

(11) For members granted inactive status under Article XIV, Section 4 - not less than 10 cents a month payable quarterly.

(12) Members who leave their employment to serve in the armed forces of the United States or Canada or their allies, or who are drafted as conscientious objectors under the laws of any of said nations into compulsory civilian employment or war work in lieu of services in the armed forces, for and during a time of war or national emergency, shall be absolved from all dues payments for the period of such service. Any such member may elect to take an honorable withdrawal card.

(13) For members on strike or locked out-not less than 10 cents per month without distinction between such members, except that a member working in a Shop under Guild contract shall pay the appropriate dues of the Local under whose contract they are working, to that Local.

(14) For members covered by an insurance, health or welfare program financed out of dues - an amount equal to the member's monthly dues as provided by Sections 2(b) and 2(e) of this Article, and the cost of insurance to the member. The total monthly dues payment shall be a single undivided dues payment and no part shall be separately paid by the member as an insurance contribution.

(15) For members working in a shop located other than in the United States, Canada, or Puerto Rico who because of geographical location are unable to obtain the advantages of normal servicing, including the negotiating of a collective bargaining agreement - 75 percent of the dues as set forth in Section 2(b) of this Article.

(f) Dues are payable on the first day of each calendar month, except that associate members' dues may be paid annually or in semi-annual installments. Dues of unemployed members shall not be prepaid.

SECTION 3. Initiation fees shall be fixed and collected by the Locals and shall not be less than \$1.00. Maximum initiation fee shall be \$10.00, The initiation fee shall be accompanied by the applicant's dues for one month, or a dues checkoff authorization. Should the applicant for membership be rejected, the applicant shall be entitled to full refund of any initiation fees and dues paid. There shall be no initiation fee for associate members. Initiation fees may be waived in favor of applicants who at the time of application are fully paid-up members of another union, or hold an honorable withdrawal card of another union, subject to approval by the E.C. The initiation fee shall be waived in favor of former associate members qualifying for full membership, who were

paid up to date of becoming ineligible for associate membership, and apply for full membership as of the date of becoming eligible.

SECTION 4. Reinstatement fees under Article XIII, Section 12(a), shall be fixed and collected by the Locals and shall be equal to the local's initiation fee. The reinstatement fee shall be accompanied by the applicant's dues for the month in which reinstatement is approved or a dues checkoff authorization, and the applicant's membership shall date from the first of that month.

SECTION 5. Financial Obligations of the Local

(a) Locals shall remit to TNG-CWA the following per capita tax:

- (1) For each monthly dues payment, except as provided in (2) below -- 1.997 percent (.01997) of the average top reporter minimum in TNG-CWA contracts determined annually as provided in Section 6(b), but not more than 40 percent of a per-capita payment for each dues payment that does not exceed the per capita payment. Of this, a portion equal to .058 percent (.00058) of the average top reporter minimum shall be deposited into the Guild Mobilization and Defense Fund, or the CWA General Fund pursuant to Article XVIII, Section 5(e). A Local may act to meet this per capita obligation to the Guild Mobilization and Defense Fund by increasing dues or by paying it out of existing Local funds.
- (2) For each dues payment under Section 2(e)(1) – the per capita amount required of CWA members without collective bargaining rights, as set by CWA constitutional procedures.
- (3) For each dues payment under Section 2(e)(2), (3), (4), (10) and (12) -10 cents.
- (4) For each annual dues payment of an associate member-\$ 5.00.
- (5) For each initiation fee, \$1.00.
- (6) For each reinstatement fee, \$1.00.
- (7) For each Sector assessment-the full amount thereof.
- (8) For each retired member the amount required by the Locals under Section 2 (e)(10).

(b) The average top reporter minimum in TNG-CWA contracts means, and shall be determined annually, as follows:

- (1) The computation of the average top reporter minimum shall be made annually by the Executive Vice President based upon TNG-CWA Local contracts in force on January 1 of each year covering news media jobs.
- (2) The average computed and the computation upon which it is based and the per capita resulting shall be published on the Guild website following its completion, and shall be effective on the following May 1 as published unless revised by the E.C..
- (3) The average shall be computed by adding the top reporter minimum provided in each separate media contract regardless of the number of titles or members covered by a single contract and without weighting of any kind, and dividing the total by the number of contracts taken into account.
- (4) In a contract providing more than one reporter minimum only the highest such minimum shall be included. A minimum schedule including reporter with any other job title shall be

considered a reporter minimum. A higher classification differential shall not be taken into account. Where a media contract lacks a reporter job title, a corresponding journalism job title shall be used.

- (5) The contract in force on January 1 means the contract actually in force on that date and not a contract subsequently signed but retroactive to January 1 or earlier. No contract for which permission to sign was withheld under Article XIX, Section 3, shall be taken into account. If no contract is in force on January 1 for a given news organization because of a strike or for any other reason, then the immediate past contract shall be taken into account, providing the immediate past contract was in force at any time during the previous 12 months.
- (6) Percentages shall be calculated to five decimal places and rounded to the nearest final number. Per capita shall be rounded to the next higher cent.
- (7) However, any increase in per capita rates as a result of this formula shall be phased in for a period of three (3) years as follows: Year one (2015) 33% of the calculated increase; Year two (2016) 66 percent of the calculated increase; Year 3 (2017) 100% of the calculated increase.

(c) For each monthly service, agency, or similar fee paid to a Local by an employee in lieu of membership dues, as provided by contract between the Local and employer, the Local shall remit to TNG-CWA an amount equal to the per capita remitted on a similar dues payment.

(d) Locals shall have a one-time option, for newly organized units, to remit per capita payments for that unit in accordance with CWA's per capita formula rather than the Guild formula stated above, plus .058 percent (.00058) of the average top reporter minimum to be deposited in the Guild Mobilization and Defense Fund, or CWA General Fund pursuant to Article XVIII, Section 5(e). CWA Canada shall also have the option to choose the CWA per capita formula, plus the GMDF contribution, for existing Canadian locals.

(e) The .058 percentage of the per capita formula designated for the Guild Mobilization and Defense Fund (GMDF) will be paid to the CWA General Fund when the GMDF holds at least \$1.25 million in assets. In years when TNG makes that payment to CWA, the portion of the revenue contributed by Canadian locals will be returned to CWA Canada and the portion contributed by US locals will be used solely and exclusively by CWA for TNG-CWA General Fund expenses. In the event the GMDF goes below \$1.25 million in assets the .058 percentage of the per capita formula will be paid to the GMDF until such time as the GMDF holds \$1.4 million in assets.

SECTION 6. (a) Members certified by the Local to be paying the unemployed dues rate at the time of a Sector assessment, and associate and retired members, shall be exempt from payment of such assessments.

(b) The Executive Vice President may exempt new members from Sector assessments during an organizing campaign.

(c) Sector assessments levied under the authority of Article IX, Section 5(b) shall be payable on the date for which they are levied and may be collected individually from the members or may be paid by the Local from Local funds on behalf of the membership.

SECTION 7. Remittances of funds by the Locals shall be made monthly within fifteen days after the end of the month in which they are collected. Statements of the members' and months' dues represented by the per capita tax remitted, and of the respective members' payments of initiation and reinstatement fees and assessments, shall accompany the remittances with the frequency, and on forms, prescribed by rules issued by the Executive Vice President and approved by the E.C., subject to CWA rules and procedures. Locals shall not remit per capita for unemployed members' dues in advance of the month to which the per capita is credited.

SECTION 8. U.S. locals with union security provisions in their collective bargaining agreement(s) shall provide to the CWA membership department within 30 days of receipt, notification of new hires, including the names, addresses, dates of hire and job classifications of those individuals hired.

SECTION 9. In the case of an independent union that seeks affiliation with TNG-CWA, the E.C. is authorized to phase in the minimum dues and per-capita tax requirements of this Constitution so as to facilitate the affiliation process.

SECTION 10. In the case of newly organized bargaining units, CWA shall refund the first three months' per capita payments on members of that unit following the signing of an initial contract. The refund shall affect neither the membership standing of the members involved nor the Local's convention representation under Article VII, Section 2(c).

SECTION 11. (a) The Executive Vice President shall compute the monthly good standing membership of each Local and report to the Local thereon, together with a computation of the remittances received, at the times and on the forms prescribed by rules issued by the Executive Vice President and approved by the E.C. The Local shall have one month after such a report to file its claim for any discrepancy between its records and those of TNG-CWA.

(b) In the event that any Local fails for three consecutive months to remit TNG-CWA's share of all funds collected, together with any statement required by the rules, its charter may be suspended by the E.C., in which case the E.C. shall proceed at once to take over the funds and records of the Local and to reorganize the financial operations of the Local.

SECTION 12. Payments by members shall be receipted for locally in the appropriate manner approved by the E.C. Where a member's dues and assessments are checked off under Guild contract, such member shall be deemed to be in good standing until revocation of such checkoff, unless the member failed to fulfill any other constitutional obligation to the Guild; provided, eligibility for voting in Sector elections and referenda must be established by per capita remittances as required by Article XXII, Section 6.

SECTION 13. All payments required of Locals, pursuant to Section 7 of this Article and Article IX, 5(b), shall be made to CWA. All assessments, Sector Mobilization and Defense Fund contributions, and Sector Mobilization and Defense Fund per capita shall be deposited by CWA into the Sector Mobilization and Defense Fund, except as provided in Article XVIII, Section 5(e).

SECTION 14. Funds shall be expended only for activity within the constitutional purposes of TNG and CWA. Expenditures for strike activities, for other activities of an emergency nature, and for purposes authorized by Sector Conference action or referendum and in the manner and subject to the limitations prescribed thereby, shall be made from the Sector Mobilization and Defense Fund, at the direction of the E.C., and from the CWA Member Relief Fund and the CWA Defense Fund, consistent with the rules of those funds. Expenditures also shall be made from the Sector Mobilization and Defense Fund in accordance with Section 2 (e) of Article XX.

The Guild Mobilization and Defense Fund may be utilized to pay TNG-CWA expenses based on a specific and unique need, as approved by the TNG-CWA Executive Council. Such action shall be reported out in the Finance Reports sent to locals.

Funds shall be withdrawn from the Mobilization and Defense Fund, upon written authorization of the President or Executive Vice President, by check signed by two Sector officers or TNG-CWA administrative employee(s), designated by the E.C.. Any officer not a signatory to a check shall be notified by email on the issuance of that check.

SECTION 15. All Sector officers and employees authorized to sign checks upon TNG-CWA funds or handling TNG-CWA monies, shall be bonded in amounts and in a manner designated by the CWA.

SECTION 16. The Finance Committee shall prepare a Sector budget of expenses for the approval of the E.C., and after such approval, the budget shall be submitted to the CWA. The Finance Committee shall supervise the operation of the budget.

SECTION 17. A report of the TNG-CWA Sector budget for the ensuing year, and of the status of the Sector Mobilization and Defense Fund, shall be published annually in the Guild website.

SECTION 18. Except as provided by Section III. 8(d) of the Merger Agreement between TNG and CWA, all funds, assets and liabilities of TNG shall be retained by TNG-CWA. Accordingly, the monies and assets in TNG's General Fund and Organizing Fund at the effective date of merger shall be placed into a TNG-CWA Sector General or Reserve Account and shall remain in the custody and under the sole authority and control of the Sector Executive Council and Sector Conference. The monies and assets in TNG's Mobilization and Defense Fund at the effective date of merger shall be placed into a TNG-CWA Sector Mobilization and Defense Fund account and shall remain in the custody and under the sole authority and control of the Sector Executive Council and Sector Conference.

ARTICLE XIX – Collective Bargaining

SECTION 1. Collective bargaining on behalf of any membership group shall be guided by the Collective Bargaining Program of the Sector Conference.

(a) The following provisions of the Collective Bargaining Program shall be included in all initial contract proposals until each goal is adequately addressed in the collective bargaining agreement:

- (1) a union security clause
- (2) a requirement of just and sufficient cause for discharge
- (3) a grievance procedure and binding, third-party arbitration system
- (4) wage scales that fix the minimum amount employees may earn
- (5) a clause defining union jurisdiction and protecting against the loss of work
- (6) provisions incorporating seniority and length of service in wages, hours and working conditions
- (7) a contract that promotes diversity and protects against discrimination.
- (8) a plan that provides retirement benefits.

(b) The requirements of Article XIX also apply to wage reopening or renegotiation of a contract clause during the life of the contract, and to any pension, health, welfare, insurance, profit-sharing, stock purchase, savings, or other similar plan, program or agreement. However, the requirements of Section 1(a) shall apply only to the extent relevant.

(c) The E.C. may delegate its authority under this section to the E.C. Contracts Committee.

SECTION 2. Contract Negotiations.

(a) The power and duty to bargain collectively for the whole membership of a Local or any subdivision thereof shall rest in its governing body, subject to the mandates of the Local, and the results of its negotiations shall be subject to ratification by the Unit or Units immediately concerned and by any additional Guild body as provided for by the Local.

(b) Where more than one bargaining unit is contained within the constitutional Unit, the ratification vote shall be taken in the bargaining unit involved only in the following cases: (i) the bargaining unit involved is negotiating an initial Guild contract; (ii) the contract of the other bargaining unit not immediately involved is not open (or will not be open within 60 days) for renegotiation at the time the ratification vote in the bargaining unit immediately involved is taken. Notwithstanding the above, the local governing body may decide, subject to an appeal to the E.C., that the ratification vote will be taken in the constitutional Unit involved.

(c) Locals with units of a chain may, with the consent of such units, enter into chain negotiations on behalf of such units. Locals participating in such negotiations each shall elect by secret ballot two delegates to a chain (or if permitted by the Local, the Local's unit of the chain) council, which shall establish by-laws not inconsistent with this Constitution in order to conduct such negotiations. Participating Locals shall not conduct contract negotiations on their own for units

involved unless and until the Chain Council declares such negotiations concluded without agreement.

(d) Contracts on behalf of the Guild shall be entered into only by Locals or by TNG-CWA. No contract entered into in violation of this Section shall be binding upon TNG-CWA, the Local or any part of the membership.

(e) Not fewer than three persons, designated by the Local or the E.C. when TNG-CWA is party to the contract, shall be members of any contract negotiating committee on behalf of the Guild. The negotiating committee shall, whenever practicable, include members of the Unit involved. This provision shall not apply in joint negotiations with several employers representing different financial interests. It shall be the right and duty of the Unit involved to have observers present at negotiations. Under exceptional circumstances, the E.C. may grant permission for negotiations in a manner other than that provided herein.

(f) The E.C. may delegate its authority under Article XIX Sections 2(b) and 2(e) to the E.C. Contracts Committee.

SECTION 3. Coordination with the E.C.

(a) All initial contract proposals shall be submitted to the E.C. Contracts Committee at least 15 days in advance of submission to the employer, and shall receive the approval of the E.C. Contracts Committee in advance of submission to the employer. The E.C. Contracts Committee shall promptly advise the Local when these proposals are in conflict with TNG-CWA's Constitution or the Collective Bargaining Program. When advised by the E.C. Contracts Committee of such conflict, the Local shall make such changes in the terms of its initial contract proposals as may be recommended by the E.C. Contracts Committee. The E.C. Contracts Committee shall be kept informed of the progress of negotiations.

(b) The final draft of a contract or the terms of a proposed contract settlement shall be submitted to the E.C. Contracts Committee before submission for ratification as provided in Article XIX, Section 2(a), and before signature of a final draft of a contract; provided, that where strike approval has been given under Article XX, Section 2(d), the terms of the proposed settlement may be submitted for ratification to the Unit or Units immediately involved before submission to the E.C. Contracts Committee. The E.C. Contracts Committee shall be allowed five working days from receipt in which to examine such final draft or terms of a proposed contract and advise the Local as to conformity with the Constitution and Collective Bargaining Program.

(c) If within five working days or a mutually agreed upon extension following the receipt of the terms of the proposed settlement or of the final draft of a contract, the E.C. Contracts Committee tentatively determines that the proposed contract settlement or the draft contains deviations from the Collective Bargaining Program sufficiently serious to withhold approval, it shall so advise the Local and the E.C. within that five working-day period or a mutually agreed upon extension. In such case, the E.C. Contracts Committee may extend the examination period by three working

days or a mutually agreed upon extension to provide time for feedback from the E.C. and the Local and bargaining unit prior to a vote on whether to withhold approval. In the event E.C. approval is withheld, the E.C. Contracts Committee shall fully inform the Local of the basis for withholding approval and promptly designate a representative to assist the Local. In the event approval of the final draft is withheld and the E.C. Contracts Committee does not take one or more of these prescribed steps, the local is authorized to proceed with ratification and signing of the contract, if ratified. In the event approval is withheld and the proper action is taken by the E.C. Contracts Committee, the Local shall not submit the terms of the proposed settlement or the final draft of the contract for ratification or sign the contract until the E.C. gives specific permission. No proposed contract settlement shall be disseminated to Locals by the Executive Council or E.C. Contracts Committee until the process described in this section is complete.

(d) If the terms of a proposed contract settlement are approved, or permission to sign a contract which will incorporate such terms given, but no final draft yet submitted, the final draft of the contract shall be submitted to the E.C. Contracts Committee before signature. If within five working days following receipt of the final draft of the contract, the E.C. Contracts Committee advises the Local that the final draft deviates from the approved terms of the contract settlement, or contains technical deficiencies, the Local shall not sign the contract until the E.C. Contracts Committee gives permission.

(e) The E.C. may approve a proposed contract settlement, but at the same time withhold approval of particular terms thereof. The E.C. may approve a proposed contract, or give permission to sign a proposed contract, but at the same time withhold approval of particular clauses or of the current settlement.

(f) The E.C. may delegate its authority under this section to the E.C. Contracts Committee except for its authority to withhold approval of a proposed contract settlement or final draft of a contract in accordance with (c) above.

(g) A final copy of the contract signed by the Guild and the employer shall be sent to the office of TNG-CWA.

(h) The foregoing requirements shall be applicable to any proposal for a chain recommendation for a contract for participating Locals, and to any recommendation for a contract to participating Locals resulting from chain negotiations, and to any wage reopening or renegotiation of any contract clause during its life.

SECTION 4. Contract Enforcement and Disposition of Grievances.

(a) The power and duty of contract enforcement and disposition of any other matters affecting the relationship of employee and employer shall rest with the Local, or the E.C. when TNG-CWA is a party to the contract.

(b) It shall be the duty of each member to report any complaint to Unit officers and the duty of the Unit officers after investigation to report to officers of the Local any dispute regarding any terms or conditions of employment. If TNG-CWA is a party to the contract, TNG-CWA officers shall be informed with notice to Local officers.

(c) The Local shall determine the procedure for disposition of any dispute including delegation of its authority to a committee representing the Local, which committee may be composed of members of the Unit concerned. If TNG-CWA is a party to the contract, the E.C. may delegate disposition to the Local involved. Progress and settlement of grievances so delegated shall be reported to the Local, or, if TNG-CWA is involved, to TNG-CWA.

(d) The settlement of grievances shall be subject to ratification by the Local's governing body and shall be subject to appeal to the Local membership.

SECTION 5. Individual Bargaining.

(a) Members shall not have the authority or support of TNG-CWA or any Branch to negotiate independently on their own behalf with their employer. In no event may a member negotiate for conditions of employment inferior in any respect to those established in their place of employment by Guild action. No member shall negotiate with their employer individually to settle a grievance.

(b) Except as expressly provided for in the Local's collective bargaining agreement, members of TNG-CWA may not sign an individual contract with their employer, governing their hours, wages or working conditions, unless they seek and receive permission of the governing body of their Local or the permission of the Local itself. The member concerned may appeal the decision of the Local to the E.C..

ARTICLE XX – Strikes and Lockouts

SECTION 1. The E.C. shall be kept fully informed of developments which may lead to a strike or lockout.

SECTION 2. (a) A strike may be called by the governing body of a Local if the Unit involved has voted approval. In cases where more than one Unit may be called on strike, all these Units shall be considered as one Unit.

(b) Where more than one bargaining unit is contained within the constitutional Unit, the strike vote shall be taken in the bargaining unit involved only in the following cases: (i) the bargaining unit involved is negotiating an initial Guild contract; (ii) the contract of the other bargaining unit not immediately involved is not open (or will not be open within 60 days) for renegotiation at the time the strike vote in the bargaining unit immediately involved is taken. Notwithstanding the above, the local governing body may decide, subject to an appeal to the E.C., that the strike vote will be taken in the constitutional Unit involved.

(c) In the event that a union other than a TNG-CWA Local strikes a shop in which that union represents employees, or if such a strike appears imminent, or if such a union declares itself locked out and pickets, then as an alternative to proceeding under Article XX, Section 2(a), the Representative Assembly or Executive Committee of TNG-CWA's Local representing employees in that shop may endorse the strike, or recognize the lockout, and direct its members not to cross the picket lines of the striking or locked out union nor to work in or for the shop which is on strike or locked out.

(d) If TNG-CWA or CWA funds are to be used at any time during a strike, or during a strike of another union endorsed by the Local, the E.C. must be advised of the strike in advance or of the strike endorsement as soon as may be possible and the strike or strike endorsement must be approved by the E.C. The E.C., in turn, will make recommendations regarding strike sanction for Local Unions to the CWA Executive Board for its approval. Strikes or lockouts in Canada must have the effective recommendation of the President of CWA/SCA Canada.

(e) All Locals shall be eligible to receive strike and lockout funds from the CWA Member Relief Fund and from the CWA Defense Fund, subject to the rules of such Funds. The assets from the TNG-CWA Mobilization and Defense Fund may be used to fund all other traditional expenses allowable from the TNG-CWA Mobilization and Defense Fund, consistent with this Constitution.

SECTION 3. Joint strike votes of Units may be called for by the governing body of the Local or by the Units. Where Units in the employ of a single employer but situated in different Locals vote to strike, the strike may be called by the E.C. subject to the approval of the CWA Executive Board. Strikes and lockouts in Canada must have the effective recommendation of the President of CWA/SCA Canada.

SECTION 4. If the governing body of a Local fails to call a strike after approval has been voted in accordance with Section 2 above, the E.C. may, at the request of the Unit or Units involved, call a strike subject to the approval of the CWA Executive Board. In such event it shall name the committee in charge of the strike. Strikes and lockouts in Canada must have the effective recommendation of the President of CWA/SCA Canada.

SECTION 5. (a) The conduct of a strike or lockout shall be vested in the governing body of the Local, except as provided hereinafter and in Section 4 above. The E.C. shall have authority to designate a representative in a Local strike or lockout. TNG-CWA's representative shall assist and advise the Local bodies governing the strike or lockout and enforce TNG-CWA policy with respect to the disbursement of TNG-CWA Mobilization and Defense Fund monies. The E.C. shall have authority to deny or terminate TNG-CWA benefits to a striking or locked-out Local.

(b) In Canada, upon the effective recommendation of the President of CWA/SCA Canada, the E.C. shall have authority to designate a representative in a Local strike or lockout who shall assist and advise the Local bodies governing the strike or lockout and enforce TNG-CWA policy with respect to the disbursement of TNG-CWA Mobilization and Defense Fund monies. The E.C., which has

the authority to deny or terminate TNG-CWA benefits to striking or locked out Canadian locals, shall consult with the President of CWA/SCA Canada before making a decision.

SECTION 6. Except when a Local does not ask for financial support by TNG-CWA, the E.C. shall review strike or lockout funds and expenditures, shall require a weekly accounting of previous receipts and expenditures, on standard forms to be furnished by TNG-CWA, shall assure that the rates of strike or lockout benefits and the expenditure of funds provided by or through TNG-CWA are consistent with TNG-CWA policy and Sector Conference action, and after the strike shall audit the accounts of all strike and lockout funds, activities and operations.

SECTION 7. Between E.C. meetings authority under this Article shall be exercised by the President; or when the President is unavailable, by the Executive Vice President, and if the Executive Vice President is also unavailable, by the Sector Chairperson, except that no strike shall be disapproved without a poll of the E.C..

ARTICLE XXI – Publications

SECTION 1. The official publication of TNG-CWA shall be the Guild website. It shall be the duty of the E.C. to use the Guild website and Guild social media accounts to promote in every legitimate way the policies of TNG-CWA as established in Sector Conference or in a referendum. All notices shall be posted on the Guild website.

ARTICLE XXII – Sector Referenda

SECTION 1. The E.C. shall submit to a referendum vote of TNG-CWA dues-paying membership in good-standing:

- (a) Any matter which the Sector Conference directs;
- (b) Any motion, upon its own initiative, proposing a change in TNG-CWA's Constitution or Sector Conference policy;
- (c) Any motion, proposing a change in the TNG-CWA Constitution or Sector Conference policy or the calling of a special Sector Conference submitted by a Local by membership action, and endorsed by membership action by at least twenty percent (20%) or more of the Locals representing twenty percent (20%) or more of the members of the Guild.

SECTION 2. Motions by Locals to submit matters to a Sector referendum shall be mailed and sent electronically to Local presidents and secretaries, posted through prominent links on the Guild website and posted on Guild social media with an exact text as furnished to the E.C. by the Locals making these motions, together with the text of the matter sought to be changed, and such motions shall be open for seconds for 60 days after date of mailing. If there are not sufficient seconds, the matter shall be dropped.

SECTION 3. The ballots to be submitted for the referendum, whether initiated by the E.C. or by Locals, shall state the original text of the matter sought to be changed, and the text of the proposed changes. Space shall be provided for a “for” or “against” vote on such a proposed change.

SECTION 4. Whenever a Sector Conference is to be held within three months, no question shall be submitted to a referendum.

SECTION 5. There shall be a Sector Election and Referendum Committee (“SERC”) consisting of seven members of the Guild selected by the Sector Conference in non-election years. A separate election shall be held in the same Sector Conference to elect four alternates. An alternate shall serve at the call of the chairperson of the SERC when a committee member is not able to participate in deliberations of the committee or to otherwise assist the committee’s work. All elections and referenda conducted under this Article shall be supervised and conducted by the SERC. The SERC shall decide all questions and controversies regarding the conduct of the election or referendum or the counting of ballots in accordance with applicable constitutional provisions. Any member or Local aggrieved by a decision of the SERC may appeal to the E.C., and thence to the Sector Conference in accordance with procedures set forth in the SERC Election Rules. Vacancies in the SERC shall be filled by the E.C. and shall serve until replacement can be elected at the next Sector Conference. TNG-CWA shall pay the necessary expenses of SERC members.

The SERC shall have the authority to establish such rules as necessary to carry out the provisions of this Article and related Sector Conference election and referendum policies.

SECTION 6. (a) Membership in good standing for the purpose of referenda (except Sector elections) shall be that in good standing as of any of the following dates: the first day of the month in which the referendum is ordered, or the first day of the month preceding, or the first day of the month following, the date on which the referendum is ordered, as shown by remittances postmarked or paid not later than the 15th of said latter month. Not later than the last day of that month, the Executive Vice President shall mail to each Local, registered or certified mail, return receipt requested, the list of members so determined. together with ballots equal to the number of members on that list. If no members are in good standing, the Local shall be so notified.

Immediately after a referendum has been ordered, the Executive Vice President shall send notice to locals of the constitutional obligation to diligently review local membership lists to seek to ensure that lists are complete and contain current home mailing addresses, and to update such information in the CWA membership database.

(b) For purposes of voter eligibility in the case of Sector elections, membership in good standing shall be those in good standing in any of the three following months: the month of nominations, the month preceding nominations, and the month following nominations, as shown by remittances postmarked or paid not later than the 15th day of the second month following the month of nominations.

At least 90 days in advance of a regularly scheduled Nominating Conference, the Executive Vice President shall send notice to locals of the constitutional obligation to diligently review the Local's membership lists to seek to ensure the lists are complete and contain current home mailing addresses, and to update such information in the CWA membership database.

(c) Not later than 30 days before the dues remittance deadline for voter eligibility, the Executive Vice President, under the direction of the SERC, shall mail to Guild members, including dues paying members not in good standing and Organizing Members at their last known home address, an initial notice of election stating the good standing requirements for voting and the deadline for dues remittances to attain voter eligibility. The initial notice of election shall be remailed, as appropriate, to updated home addresses, and Locals shall be instructed to make address corrections in the CWA membership database.

Within 7 days following the dues remittance deadline for voter eligibility, the Executive Vice President, under the direction of the SERC, shall email to each Local, notification of a pending election, along with the list of eligible members so determined. If no members are in good standing the local shall be so notified.

(d) The locals shall be instructed to diligently review the eligibility lists and report in writing to the SERC any protests or alleged inaccuracies with the eligibility list, including corrections to member home address information. The Local's response shall be provided by email.

The SERC shall direct the Executive Vice President to contact any local that has not responded within fifteen (15) days of the mailing of the notification of a pending election regarding eligibility list challenges and corrections.

Protests regarding voter eligibility with all supporting documentation, must be received at TNG-CWA headquarters not later than 5:00 p.m. Eastern time on the thirtieth (30th) day following the date of e-mailing of the notification of a pending election by the SERC. Protest received after the deadline shall not be considered.

The SERC shall rule on each protest, and to the extent the protest is sustained, shall amend the good standing list and forward the amended list of eligible voters to the local. The SERC shall direct locals to inform the SERC of any subsequent changes in eligibility through the date of the vote count in accordance with Section (f), below.

(e) In the event a member's dues and assessments are checked off under Guild contract or have been paid by the member to their Local, but remittances have not been timely received by TNG-CWA, the SERC shall consider the member's eligibility upon receipt of a statement, signed by the Local Treasurer or any two officers of the Local, showing in detail the member's checkoff status or actual payment and the reason remittances have not been received by TNG-CWA. If the SERC finds that the member is in good standing under Article XIII, Section 4, and Article XVIII, Section 11, it shall certify such member as eligible. The statement must be received not later than the 15th day of the last month in which good standing may be determined, except that the Local may upon

receipt of the eligibility list provided by Article XXII, Section 6(c), submit further such statements as a part of any Local protest to the eligibility list. All such statements shall be part of the election record.

Only members on the official SERC good standing list shall be eligible to vote; except that members not on the good standing list claiming eligibility to vote who have previously satisfied the Constitutional requirements for full Guild membership with Sector voting rights may cast challenged ballots under SERC rules.

(f) The SERC shall accept all corrections to home address information at any time during the referendum period. The Sector Election and Referendum Committee shall have the authority to remove from the list of eligible voters the names of any who, as of the date of vote count, have died, or have withdrawn from the Guild, or who have been expelled or dropped from the Guild, or who are no longer paying dues.

(g) Wherever in Section 6 it is provided that the Executive Vice President shall perform a mailing by a specified transmission method, the Executive Vice President may, in an emergency, upon consultation with the chairperson of the SERC, transmit the information by some other method appropriate to the circumstances.

(h) Electronic balloting

Any TNG-CWA referendum or election may be conducted by electronic balloting, upon approval of the EC and consistent with governing law. Electronic balloting shall be conducted in accordance with rules adopted by the SERC regarding voter eligibility, referendum notice, secret ballot, and referendum or challenge consistent with the requirements in this Article for paper balloting.

(i) Paper ballot elections and referenda

1. If the E.C. has not authorized electronic voting in accordance with Section 6(h) of this Article, voting shall proceed by SERC mailing of ballots to members within 30 days after the close of the protest period described at Section 6(d) of this Article.
2. In Sector officer elections, the ballot shall be accompanied by a notice of election that conforms with governing law.
3. All paper balloting shall be by secret ballot returned to election post office boxes established by the SERC.
4. Locals shall bear the cost of mailing ballots to their members by reimbursing TNG-CWA the cost of postage.

(j) Only ballots received by the deadline date designated by the SERC shall be counted. In the case of paper ballot elections, only ballots in the SERC designated post office boxes on the date(s) and

times designated by the SERC for collection shall be counted. The SERC, and/or its designees, including third party contractor(s) working under its auspices, shall open and tabulate the ballots. This section shall be interpreted and applied liberally to ascertain the actual intent of the voter and the true result of any vote and shall not be interpreted or applied so as to unnecessarily disqualify eligible voters for immaterial irregularity.

(k) The SERC shall certify the results, and the election or referendum declared closed. A detailed result of the vote shall be promptly posted on the Guild website and on Guild social media.

(l) In the case of Guild Sector Officer elections, ballots shall be counted no earlier than 30 days after the formal notice of election is mailed to member home addresses.

ARTICLE XXIII – Amendments

SECTION 1. This Constitution may be amended at any Sector Conference or by referendum, except that Article IX, Section 1, may be amended only by referendum vote.

ARTICLE XXIV – CWA/SCA Canada

SECTION 1. This Article contains the core provisions of this Constitution as they relate to CWA/SCA Canada.

SECTION 2. (a) CWA/SCA Canada (formerly called TNG Canada) has constitutional jurisdiction within Canada over all of its constituent Locals under the terms of the Memorandum of Understanding (2006) with the CWA, creating a Canadian Region within the CWA.

(b) TNG Locals in Canada as of Jan. 1, 2007, and media Locals of CWA/SCA Canada organized in the future shall also be Locals of TNG-CWA. CWA/SCA Canada will continue to function as an autonomous body within TNG/CWA with regards to these locals.

(c) Locals outside the media sector under the jurisdiction of CWA/SCA Canada organized after Jan. 1, 2007, shall not be Locals of TNG-CWA, unless the governing councils of CWA/SCA Canada and TNG-CWA so agree.

(d) The affairs of CWA/SCA Canada shall be governed by the Merger Agreement of 1997, the CWA Constitution, this Constitution, the Memorandum of Understanding (2006) and the By-laws of CWA/SCA Canada.

(e) CWA/SCA Canada shall work with TNG/CWA to ensure all Canadian locals are in compliance with all their constitutional requirements and obligations to CWA, TNG-CWA and the Sector Executive Council.

SECTION 3. (a) The President of CWA/SCA Canada (formerly called Director of TNG Canada) shall sit on the TNG-CWA Sector Executive Council. The President of CWA/SCA Canada shall

be elected in accordance with the CWA/SCA Canada bylaws. A vacancy in the position of President of CWA/SCA Canada shall be filled in accordance with the CWA/SCA Canada by-laws and CWA Constitutions.

(b) The President or Executive Vice President of TNG-CWA, or a designate, if neither is available, shall sit on the CWA/SCA Canada Representative Council and be entitled to attend all meetings, where they shall be entitled to speak but shall have no vote.

(c) The President of CWA/SCA Canada shall be the chief spokesperson for the Guild and CWA in Canada. The President of CWA/SCA Canada shall take direction from the Canadian Representative Council and shall be its Chairperson.

SECTION 4. (a) Strikes and lockouts in Canada must have the effective recommendation of the President of CWA/SCA Canada in accordance with Article XX of this Constitution.

(b) Joint strike votes of Units may be called for by the governing body of the Local or by the Units. Where Units in the employ of a single employer but situated in different Locals vote to strike, the strike may be called upon the effective recommendation of the President of CWA/SCA Canada by the E.C. subject to the approval of the CWA Executive Board.

(c) If the governing body of a Local fails to call a strike after approval has been voted in accordance with Article XX Section 2 above, the E.C. may, upon the effective recommendation of the President of CWA/SCA Canada, and at the request of the Unit or Units involved, call a strike subject to the approval of the CWA Executive Board. In such event it shall name the committee in charge of the strike.

(d) Upon the effective recommendation of the President of CWA/SCA Canada, the E.C. shall have authority to designate a representative in a Local strike or lockout who shall assist and advise the Local bodies governing the strike or lockout and enforce TNG-CWA policy with respect to the disbursement of TNG-CWA Mobilization and Defense Fund monies.

(e) The E.C., which has the authority to deny or terminate TNG-CWA benefits to striking or locked out Canadian Locals, shall consult with the President of CWA/SCA Canada before making a decision.

SECTION 5. (a) CWA/SCA Canada shall supply membership cards to Canadian Locals.

(b) The following resignation rules shall apply in Canadian Locals only: Any offer to withdraw or to resign from membership in the Guild other than for the reasons set forth in Section 14 of Article XIII shall be submitted in writing to the governing board of the Local, together with the reasons, in detail, for such contemplated withdrawal or resignation. The governing board of the Local shall thereupon inquire into the causes and vote on whether such withdrawal or resignation shall be accepted or rejected. Any acceptance shall always be conditioned upon full payment of all financial obligations due and owing to the Guild. Upon the rejection of any offer to withdraw or resign, the

membership obligations of the member making such offer shall continue in full force and effect. A member may appeal rejection of their resignation to the Local membership. A copy of the offer to withdraw or resign, together with the action taken by the Local thereon, shall be forwarded to the E.C. Such action shall not become final until approved by the E.C.

(c) No resignation or withdrawal may be accepted during a strike or lockout, or at a time when a strike or lockout appears imminent.

Table A

As referenced in Article XVIII, Section 2(c)

Regular Weekly Earnings				Monthly Dues	Regular Weekly Earnings				Monthly Dues
Up to \$54.99				3.15	225.00	to	229.99		13.65
55.00	to	59.99		3.45	230.00	to	234.99		13.95
60.00	to	64.99		3.75	235.00	to	239.99		14.25
65.00	to	69.99		4.05	240.00	to	244.99		14.55
70.00	to	74.99		4.35	245.00	to	249.99		14.85
75.00	to	79.99		4.65	250.00	to	254.99		15.15
80.00	to	84.99		4.95	255.00	to	259.99		15.45
85.00	to	89.99		5.25	260.00	to	264.99		15.75
90.00	to	94.99		5.55	265.00	to	269.99		16.05
95.00	to	99.99		5.85	270.00	to	274.99		16.35
100.00	to	104.99		6.15	275.00	to	279.99		16.65
105.00	to	109.99		6.45	280.00	to	284.99		16.95
110.00	to	114.99		6.75	285.00	to	289.99		17.25
115.00	to	119.99		7.05	290.00	to	294.99		17.55
120.00	to	124.99		7.35	295.00	to	299.99		17.85
125.00	to	129.99		7.65	300.00	to	304.99		18.15
130.00	to	134.99		7.95	305.00	to	309.99		18.45
135.00	to	139.99		8.25	310.00	to	314.99		18.75
140.00	to	144.99		8.55	315.00	to	319.99		19.05
145.00	to	149.99		8.85	320.00	to	324.99		19.35
150.00	to	154.99		9.15	325.00	to	329.99		19.65
155.00	to	159.99		9.45	330.00	to	334.99		19.95
160.00	to	164.99		9.75	335.00	to	339.99		20.25
165.00	to	169.99		10.05	340.00	to	344.99		20.55
170.00	to	174.99		10.35	345.00	to	349.99		20.85
175.00	to	179.99		10.65	350.00	to	354.99		21.15
180.00	to	184.99		10.95	355.00	to	359.99		21.45
185.00	to	189.99		11.25	360.00	to	364.99		21.75
190.00	to	194.99		11.55	365.00	to	369.99		22.05
195.00	to	199.99		11.85	370.00	to	374.99		22.35
200.00	to	204.99		12.15	375.00	to	379.99		22.65
205.00	to	209.99		12.45	380.00	to	384.99		22.95
210.00	to	214.99		12.75	385.00	to	389.99		23.25
215.00	to	219.99		13.05	390.00	to	394.99		23.55
220.00	to	224.99		13.35	395.00	to	399.99		23.85

TABLE A (continued)

Regular Weekly Earnings			Monthly Dues	Regular Weekly Earnings			Monthly Dues
400.00	to	404.99	24.15	580.00	to	584.99	34.95
405.00	to	409.99	24.45	585.00	to	589.99	35.25
410.00	to	414.99	24.75	590.00	to	594.99	35.55
415.00	to	419.99	25.05	595.00	to	599.99	35.85
420.00	to	424.99	25.35	600.00	to	604.99	36.15
425.00	to	429.99	25.65	605.00	to	609.99	36.45
430.00	to	434.99	25.95	610.00	to	614.99	36.75
435.00	to	439.99	26.25	615.00	to	619.99	37.05
440.00	to	444.99	26.55	620.00	to	624.99	37.35
445.00	to	449.99	26.85	625.00	to	629.99	37.65
450.00	to	454.99	27.15	630.00	to	634.99	37.95
455.00	to	459.99	27.45	635.00	to	639.99	38.25
460.00	to	464.99	27.75	640.00	to	644.99	38.55
465.00	to	469.99	28.05	645.00	to	649.99	38.85
470.00	to	474.99	28.35	650.00	to	654.99	39.15
475.00	to	479.99	28.65	655.00	to	659.99	39.45
480.00	to	484.99	28.95	660.00	to	664.99	39.75
485.00	to	489.99	29.25	665.00	to	669.99	40.05
490.00	to	494.99	29.55	670.00	to	674.99	40.35
495.00	to	499.99	29.85	675.00	to	679.99	40.65
500.00	to	504.99	30.15	680.00	to	684.99	40.95
505.00	to	509.99	30.45	685.00	to	689.99	41.25
510.00	to	514.99	30.75	690.00	to	694.99	41.55
515.00	to	519.99	31.05	695.00	to	699.99	41.85
520.00	to	524.99	31.35	700.00	to	704.99	42.15
525.00	to	529.99	31.65	705.00	to	709.99	42.45
530.00	to	534.99	31.95	710.00	to	714.99	42.75
535.00	to	539.99	32.25	715.00	to	719.99	43.05
540.00	to	544.99	32.55	720.00	to	724.99	43.35
545.00	to	549.99	32.85	725.00	to	729.99	43.65
550.00	to	554.99	33.15	730.00	to	734.99	43.95
555.00	to	559.99	33.45	740.00	to	744.99	44.55
560.00	to	564.99	33.75	745.00	to	749.99	44.85
565.00	to	569.99	34.05	750.00	to	754.99	45.15
570.00	to	574.99	34.35	755.00	to	759.99	45.45
575.00	to	579.99	34.65	760.00	to	764.99	45.75

TABLE A (continued)

Regular Weekly Earnings				Monthly Dues	Regular Weekly Earnings				Monthly Dues
765.00	to	769.99		46.05	945.00	to	949.99		56.85
770.00	to	774.99		46.35	950.00	to	954.99		57.15
775.00	to	779.99		46.65	955.00	to	959.99		57.45
780.00	to	784.99		46.95	960.00	to	964.99		57.75
785.00	to	789.99		47.25	965.00	to	969.99		58.05
790.00	to	794.99		47.55	970.00	to	974.99		58.35
795.00	to	799.99		47.85	975.00	to	979.99		58.65
800.00	to	804.99		48.15	980.00	to	984.99		58.95
805.00	to	809.99		48.45	985.00	to	989.99		59.25
810.00	to	814.99		48.75	990.00	to	994.99		59.55
815.00	to	819.99		49.05	995.00	to	999.99		59.85
820.00	to	824.99		49.35	1,000.00	to	1,004.99		60.15
825.00	to	829.99		49.65	1,005.00	to	1,009.99		60.45
830.00	to	834.99		49.95	1,010.00	to	1,014.99		60.75
835.00	to	839.99		50.25	1,015.00	to	1,019.99		61.05
840.00	to	844.99		50.55	1,020.00	to	1,024.99		61.35
845.00	to	849.99		50.85	1,025.00	to	1,029.99		61.65
850.00	to	854.99		51.15	1,030.00	to	1,034.99		61.95
855.00	to	859.99		51.45	1,035.00	to	1,039.99		62.25
860.00	to	864.99		51.75	1,040.00	to	1,044.99		62.55
865.00	to	869.99		52.05	1,045.00	to	1,049.99		62.85
870.00	to	874.99		52.35	1,050.00	to	1,054.99		63.15
875.00	to	879.99		52.65	1,055.00	to	1,059.99		63.45
880.00	to	884.99		52.95	1,060.00	to	1,064.99		63.75
885.00	to	889.99		53.25	1,065.00	to	1,069.99		64.05
890.00	to	894.99		53.55	1,070.00	to	1,074.99		64.35
895.00	to	899.99		53.85	1,075.00	to	1,079.99		64.65
900.00	to	904.99		54.15	1,080.00	to	1,084.99		64.95
905.00	to	909.99		54.45	1,085.00	to	1,089.99		65.25
910.00	to	914.99		54.75	1,090.00	to	1,094.99		65.55
915.00	to	919.99		55.05	1,095.00	to	1,099.99		65.85
920.00	to	924.99		55.35	1,100.00	to	1,104.99		66.15
925.00	to	929.99		55.65	1,105.00	to	1,109.99		66.45
930.00	to	934.99		55.95	1,110.00	to	1,114.99		66.75
935.00	to	939.99		56.25	1,115.00	to	1,119.99		67.05
940.00	to	944.99		56.55	1,120.00	to	1,124.99		67.35

TABLE A (continued)

Regular Weekly Earnings			Monthly Dues	Regular Weekly Earnings			Monthly Dues
1,125.00	to	1,129.99	67.65	1,305.00	to	1,309.99	78.45
1,130.00	to	1,134.99	67.95	1,310.00	to	1,314.99	78.75
1,135.00	to	1,139.99	68.25	1,315.00	to	1,319.99	79.05
1,140.00	to	1,144.99	68.55	1,320.00	to	1,324.99	79.35
1,145.00	to	1,149.99	68.85	1,325.00	to	1,329.99	79.65
1,150.00	to	1,154.99	69.15	1,330.00	to	1,334.99	79.95
1,155.00	to	1,159.99	69.45	1,335.00	to	1,339.99	80.25
1,160.00	to	1,164.99	69.75	1,340.00	to	1,344.99	80.55
1,165.00	to	1,169.99	70.05	1,345.00	to	1,349.99	80.85
1,170.00	to	1,174.99	70.35	1,350.00	to	1,354.99	81.15
1,175.00	to	1,179.99	70.65	1,355.00	to	1,359.99	81.45
1,180.00	to	1,184.99	70.95	1,360.00	to	1,364.99	81.75
1,185.00	to	1,189.99	71.25	1,365.00	to	1,369.99	82.05
1,190.00	to	1,194.99	71.55	1,370.00	to	1,374.99	82.35
1,195.00	to	1,199.99	71.85	1,375.00	to	1,379.99	82.65
1,200.00	to	1,204.99	72.15	1,380.00	to	1,384.99	82.95
1,205.00	to	1,209.99	72.45	1,385.00	to	1,389.99	83.25
1,210.00	to	1,214.99	72.75	1,390.00	to	1,394.99	83.55
1,215.00	to	1,219.99	73.05	1,395.00	to	1,399.99	83.85
1,220.00	to	1,224.99	73.35	1,400.00	to	1,404.99	84.15
1,225.00	to	1,229.99	73.65	1,405.00	to	1,409.99	84.45
1,230.00	to	1,234.99	73.95	1,410.00	to	1,414.99	84.75
1,235.00	to	1,239.99	74.25	1,415.00	to	1,419.99	85.05
1,240.00	to	1,244.99	74.55	1,420.00	to	1,424.99	85.35
1,245.00	to	1,249.99	74.85	1,425.00	to	1,429.99	85.65
1,250.00	to	1,254.99	75.15	1,430.00	to	1,434.99	85.95
1,255.00	to	1,259.99	75.45	1,435.00	to	1,439.99	86.25
1,260.00	to	1,264.99	75.75	1,440.00	to	1,444.99	86.55
1,265.00	to	1,269.99	76.05	1,445.00	to	1,449.99	86.85
1,270.00	to	1,274.99	76.35	1,450.00	to	1,454.99	87.15
1,275.00	to	1,279.99	76.65	1,455.00	to	1,459.99	87.45
1,280.00	to	1,284.99	76.95	1,460.00	to	1,464.99	87.75
1,285.00	to	1,289.99	77.25	1,465.00	to	1,469.99	88.05
1,290.00	to	1,294.99	77.55	1,470.00	to	1,474.99	88.35
1,295.00	to	1,299.99	77.85	1,475.00	to	1,479.99	88.65
1,300.00	to	1,304.99	78.15	1,480.00	to	1,484.99	88.95

TABLE A (continued)

Regular Weekly Earnings				Monthly Dues	Regular Weekly Earnings				Monthly Dues
1,485.00	to	1,489.99		89.25	1,670.00	to	1,674.99		100.35
1,490.00	to	1,494.99		89.55	1,675.00	to	1,679.99		100.65
1,495.00	to	1,499.99		89.85	1,680.00	to	1,684.99		100.95
1,500.00	to	1,504.99		90.15	1,685.00	to	1,689.99		101.25
1,505.00	to	1,509.99		90.45	1,690.00	to	1,694.99		101.55
1,510.00	to	1,514.99		90.75	1,695.00	to	1,699.99		101.85
1,515.00	to	1,519.99		91.05	1,700.00	to	1,704.99		102.15
1,520.00	to	1,524.99		91.35	1,705.00	to	1,709.99		102.45
1,525.00	to	1,529.99		91.65	1,710.00	to	1,714.99		102.75
1,530.00	to	1,534.99		91.95	1,715.00	to	1,719.99		103.05
1,535.00	to	1,539.99		92.25	1,720.00	to	1,724.99		103.35
1,540.00	to	1,544.99		92.55	1,725.00	to	1,729.99		103.65
1,545.00	to	1,549.99		92.85	1,730.00	to	1,734.99		103.95
1,550.00	to	1,554.99		93.15	1,735.00	to	1,739.99		104.25
1,555.00	to	1,559.99		93.45	1,740.00	to	1,744.99		104.55
1,560.00	to	1,564.99		93.75	1,745.00	to	1,749.99		104.85
1,565.00	to	1,569.99		94.05	1,750.00	to	1,754.99		105.15
1,570.00	to	1,574.99		94.35	1,755.00	to	1,759.99		105.45
1,575.00	to	1,579.99		94.65	1,760.00	to	1,764.99		105.75
1,580.00	to	1,584.99		94.95	1,765.00	to	1,769.99		106.05
1,585.00	to	1,589.99		95.25	1,770.00	to	1,774.99		106.35
1,590.00	to	1,594.99		95.55	1,775.00	to	1,779.99		106.65
1,595.00	to	1,599.99		95.85	1,780.00	to	1,784.99		106.95
1,600.00	to	1,604.99		96.15	1,785.00	to	1,789.99		107.25
1,605.00	to	1,609.99		96.45	1,790.00	to	1,794.99		107.55
1,610.00	to	1,614.99		96.75	1,795.00	to	1,799.99		107.85
1,615.00	to	1,619.99		97.05	1,800.00	to	1,804.99		108.15
1,620.00	to	1,624.99		97.35	1,805.00	to	1,809.99		108.45
1,625.00	to	1,629.99		97.65	1,810.00	to	1,814.99		108.75
1,630.00	to	1,634.99		97.95	1,815.00	to	1,819.99		109.05
1,635.00	to	1,639.99		98.25	1,820.00	to	1,824.99		109.35
1,640.00	to	1,644.99		98.55	1,825.00	to	1,829.99		109.65
1,645.00	to	1,649.99		98.85	1,830.00	to	1,834.99		109.95
1,650.00	to	1,654.99		99.15	1,835.00	to	1,839.99		110.25
1,655.00	to	1,659.99		99.45	1,840.00	to	1,844.99		110.55
1,660.00	to	1,664.99		99.75	1,845.00	to	1,849.99		110.85
1,665.00	to	1,669.99		100.05	1,850.00	to	1,854.99		111.15

TABLE A (continued)

Regular Weekly Earnings				Monthly Dues	Regular Weekly Earnings				Monthly Dues
1,855.00	to	1,859.99		111.45	2,035.00	to	2,039.99		122.25
1,860.00	to	1,864.99		111.75	2,040.00	to	2,044.99		122.55
1,865.00	to	1,869.99		112.05	2,045.00	to	2,049.99		122.85
1,870.00	to	1,874.99		112.35	2,050.00	to	2,054.99		123.15
1,875.00	to	1,879.99		112.65	2,055.00	to	2,059.99		123.45
1,880.00	to	1,884.99		112.95	2,060.00	to	2,064.99		123.75
1,885.00	to	1,889.99		113.25	2,065.00	to	2,069.99		124.05
1,890.00	to	1,894.99		113.55	2,070.00	to	2,074.99		124.35
1,895.00	to	1,899.99		113.85	2,075.00	to	2,079.99		124.65
1,900.00	to	1,904.99		114.15	2,080.00	to	2,084.99		124.95
1,905.00	to	1,909.99		114.45	2,085.00	to	2,089.99		125.25
1,910.00	to	1,914.99		114.75	2,090.00	to	2,094.99		125.55
1,915.00	to	1,919.99		115.05	2,095.00	to	2,099.99		125.85
1,920.00	to	1,924.99		115.35	2,100.00	to	2,104.99		126.15
1,925.00	to	1,929.99		115.65	2,105.00	to	2,109.99		126.45
1,930.00	to	1,934.99		115.95	2,110.00	to	2,114.99		126.75
1,935.00	to	1,939.99		116.25	2,115.00	to	2,119.99		127.05
1,940.00	to	1,944.99		116.55	2,120.00	to	2,124.99		127.35
1,945.00	to	1,949.99		116.85	2,125.00	to	2,129.99		127.65
1,950.00	to	1,954.99		117.15	2,130.00	to	2,134.99		127.95
1,955.00	to	1,959.99		117.45	2,135.00	to	2,139.99		128.25
1,960.00	to	1,964.99		117.75	2,140.00	to	2,144.99		128.55
1,965.00	to	1,969.99		118.05	2,145.00	to	2,149.99		128.85
1,970.00	to	1,974.99		118.35	2,150.00	to	2,154.99		129.15
1,975.00	to	1,979.99		118.65	2,155.00	to	2,159.99		129.45
1,980.00	to	1,984.99		118.95	2,160.00	to	2,164.99		129.75
1,985.00	to	1,989.99		119.25	2,165.00	to	2,169.99		130.05
1,990.00	to	1,994.99		119.55	2,170.00	to	2,174.99		130.35
1,995.00	to	1,999.99		119.85	2,175.00	to	2,179.99		130.65
2,000.00	to	2,004.99		120.15	2,180.00	to	2,184.99		130.95
2,005.00	to	2,009.99		120.45	2,185.00	to	2,189.99		131.25
2,010.00	to	2,014.99		120.75	2,190.00	to	2,194.99		131.55
2,015.00	to	2,019.99		121.05	2,195.00	to	2,199.99		131.85
2,020.00	to	2,024.99		121.35	2,200.00	to	2,204.99		132.15
2,025.00	to	2,029.99		121.65	2,205.00	to	2,209.99		132.45
2,030.00	to	2,034.99		121.95	2,210.00	to	2,214.99		132.75

TABLE A (continued)

Regular Weekly Earnings				Monthly Dues	Regular Weekly Earnings				Monthly Dues
2,215.00	to	2,219.99		133.05	2,400.00	to	2,404.99		144.15
2,220.00	to	2,224.99		133.35	2,405.00	to	2,409.99		144.45
2,225.00	to	2,229.99		133.65	2,410.00	to	2,414.99		144.75
2,230.00	to	2,234.99		133.95	2,415.00	to	2,419.99		145.05
2,235.00	to	2,239.99		134.25	2,420.00	to	2,424.99		145.35
2,240.00	to	2,244.99		134.55	2,425.00	to	2,429.99		145.65
2,245.00	to	2,249.99		134.85	2,430.00	to	2,434.99		145.95
2,250.00	to	2,254.99		135.15	2,435.00	to	2,439.99		146.25
2,255.00	to	2,259.99		135.45	2,440.00	to	2,444.99		146.55
2,260.00	to	2,264.99		135.75	2,445.00	to	2,449.99		146.85
2,265.00	to	2,269.99		136.05	2,450.00	to	2,454.99		147.15
2,270.00	to	2,274.99		136.35	2,455.00	to	2,459.99		147.45
2,275.00	to	2,279.99		136.65	2,460.00	to	2,464.99		147.75
2,280.00	to	2,284.99		136.95	2,465.00	to	2,469.99		148.05
2,285.00	to	2,289.99		137.25	2,470.00	to	2,474.99		148.35
2,290.00	to	2,294.99		137.55	2,475.00	to	2,479.99		148.65
2,295.00	to	2,299.99		137.85	2,480.00	to	2,484.99		148.95
2,300.00	to	2,304.99		138.15	2,485.00	to	2,489.99		149.25
2,305.00	to	2,309.99		138.45	2,490.00	to	2,494.99		149.55
2,310.00	to	2,314.99		138.75	2,495.00	to	2,499.99		149.85
2,315.00	to	2,319.99		139.05	2,500.00	to	2,504.99		150.15
2,320.00	to	2,324.99		139.35	2,505.00	to	2,509.99		150.45
2,325.00	to	2,329.99		139.65	2,510.00	to	2,514.99		150.75
2,330.00	to	2,334.99		139.95	2,515.00	to	2,519.99		151.05
2,335.00	to	2,339.99		140.25	2,520.00	to	2,524.99		151.35
2,340.00	to	2,344.99		140.55	2,525.00	to	2,529.99		151.65
2,345.00	to	2,349.99		140.85	2,530.00	to	2,534.99		151.95
2,350.00	to	2,354.99		141.15	2,535.00	to	2,539.99		152.25
2,355.00	to	2,359.99		141.45	2,540.00	to	2,544.99		152.55
2,360.00	to	2,364.99		141.75	2,545.00	to	2,549.99		152.85
2,365.00	to	2,369.99		142.05	2,550.00	to	2,554.99		153.15
2,370.00	to	2,374.99		142.35	2,555.00	to	2,559.99		153.45
2,375.00	to	2,379.99		142.65	2,560.00	to	2,564.99		153.75
2,380.00	to	2,384.99		142.95	2,565.00	to	2,569.99		154.05
2,385.00	to	2,389.99		143.25	2,570.00	to	2,574.99		154.35
2,390.00	to	2,394.99		143.55	2,575.00	to	2,579.99		154.65
2,395.00	to	2,399.99		143.85	2,580.00	to	2,584.99		154.95

TABLE A (continued)

Regular Weekly Earnings			Monthly Dues	Regular Weekly Earnings			Monthly Dues
2,585.00	to	2,589.99	155.25	2,770.00	to	2,774.99	166.50
2,590.00	to	2,594.99	155.55	2,775.00	to	2,779.99	166.80
2,595.00	to	2,599.99	155.85	2,780.00	to	2,784.99	167.10
2,600.00	to	2,604.99	156.15	2,785.00	to	2,789.99	167.40
2,605.00	to	2,609.99	156.45	2,790.00	to	2,794.99	167.70
2,610.00	to	2,614.99	156.75	2,795.00	to	2,799.99	168.00
2,615.00	to	2,619.99	157.05	2,800.00	to	2,804.99	168.30
2,620.00	to	2,624.99	157.35	2,805.00	to	2,809.99	168.60
2,625.00	to	2,629.99	157.65	2,810.00	to	2,814.99	168.90
2,630.00	to	2,634.99	157.95	2,815.00	to	2,819.99	169.20
2,635.00	to	2,639.99	158.25	2,820.00	to	2,824.99	169.50
2,640.00	to	2,644.99	158.55	2,825.00	to	2,829.99	169.80
2,645.00	to	2,649.99	158.85	2,830.00	to	2,834.99	170.10
2,650.00	to	2,654.99	159.15	2,835.00	to	2,839.99	170.40
2,655.00	to	2,659.99	159.45	2,840.00	to	2,844.99	170.70
2,660.00	to	2,664.99	159.75	2,845.00	to	2,849.99	171.00
2,665.00	to	2,669.99	160.05	2,850.00	to	2,854.99	171.30
2,670.00	to	2,674.99	160.35	2,855.00	to	2,859.99	171.60
2,675.00	to	2,679.99	160.65	2,860.00	to	2,864.99	171.90
2,680.00	to	2,684.99	160.95	2,865.00	to	2,869.99	172.20
2,685.00	to	2,689.99	161.25	2,870.00	to	2,874.99	172.50
2,690.00	to	2,694.99	161.55	2,875.00	to	2,879.99	172.80
2,695.00	to	2,699.99	161.85	2,880.00	to	2,884.99	173.10
2,700.00	to	2,704.99	162.30	2,885.00	to	2,889.99	173.40
2,705.00	to	2,709.99	162.60	2,890.00	to	2,894.99	173.70
2,710.00	to	2,714.99	162.90	2,895.00	to	2,899.99	174.00
2,715.00	to	2,719.99	163.20	2,900.00	to	2,904.99	174.30
2,720.00	to	2,724.99	163.50	2,905.00	to	2,909.99	174.60
2,725.00	to	2,729.99	163.80	2,910.00	to	2,914.99	174.90
2,730.00	to	2,734.99	164.10	2,915.00	to	2,919.99	175.20
2,735.00	to	2,739.99	164.40	2,920.00	to	2,924.99	175.50
2,740.00	to	2,744.99	164.70	2,925.00	to	2,929.99	175.80
2,745.00	to	2,749.99	165.00	2,930.00	to	2,934.99	176.10
2,750.00	to	2,754.99	165.30	2,935.00	to	2,939.99	176.40
2,755.00	to	2,759.99	165.60				
2,760.00	to	2,764.99	165.90				
2,765.00	to	2,769.99	166.20				

Projected through October 1, 2025

Affiliated Documents

The NewsGuild-CWA Collective Bargaining Program

Since the Guild's founding by journalist Heywood Broun in 1933, the union's focus has been on giving a voice to workers through the process of collective bargaining.

The goals of the early organizers are clearly reflected in Article I of the Guild constitution:

"The purpose of the Guild shall be to advance the economic interests and to improve the working conditions of its members, to guarantee, as far as it is able, equal employment and advancement opportunity in the industry and constant honesty in news, editorials, advertising, and business practices; to raise the standards of journalism and ethics of the industry; to foster friendly cooperation with all other workers; and to promote industrial unionism in the jurisdiction of the Guild"

To pursue that mission, Guild leaders developed a collection of tools to help locals set bargaining goals, create proposals and draft contract language. Among those tools are the Bargaining Program and the Model Contract. Over the years, those tools have been analyzed, updated and refined to remain relevant to today's negotiators.

The Bargaining Program provides an extensive list of topics over which locals may choose to bargain. The Model Contract provides optimum contract language expressing the goals of the Bargaining Program, as well as a suggested format for collective agreements. Together, the Bargaining Program and Model Contract provide a powerful resource for analyzing the strengths and weaknesses of existing contracts and for drafting proposals to advance the interests of our members and the purposes of the union.

Using the Bargaining Program to Develop Proposals

The program is divided into ten broad categories of topics over which Guild locals typically negotiate. Each of those categories contain several bargaining goals that help to fulfill the Guild's purpose. The categories are:

- | | |
|------------------------------|--------------------------------|
| 1. Union Rights | 6. Wages |
| 2. Employment Security | 7. Benefits |
| 3. Fair Employment Practices | 8. Contract Enforcement |
| 4. Employee rights | 9. Safety and Health |
| 5. Hours and Premium Pay | 10. Duration and Successorship |

In preparing to negotiate, locals are encouraged to analyze an expiring contract for sufficiency of content in each of these ten areas and to make proposals to improve the agreement in each category.

To help with the development of proposals, each of the ten categories contain sub-classifications that offer suggestions for proposals on each issue, along with a reference to a specific section of

the Model Contract that expresses the bargaining objective in the form of contract language. Locals can extract ideas for bargaining proposals from the Bargaining Program and use the language of the Model Contract for proposals on the issues they choose to address.

The Bargaining Program is intended to supplement locals' efforts to build bargaining proposals. Negotiators must always solicit the concerns of the unit's members and leaders through surveys, membership meetings and one-on-one contacts. The results of those contacts should help to shape the unit's bargaining goals.

Required Proposals

Some issues are so fundamental to the development of a strong collective agreement that the Guild's Executive Council and sector conference delegates have singled them out for special consideration in the development of contract proposals. Each of these items must be included in an expiring contract, or the local is constitutionally required to make proposals for the item's inclusion in negotiations for a successor agreement:

1. A union security clause
2. A requirement of just and sufficient cause for discharge
3. A grievance procedure and binding, third-party arbitration system
4. Wage scales that fix the minimum amount employees may earn
5. Terms defining union jurisdiction and protecting the union against the loss of work
6. Provisions incorporating seniority and length of service in wages, hours and working conditions
7. Terms that promote diversity and protect against discrimination.
8. Provision of retirement benefits

Most existing collective bargaining agreements within the Guild contain provisions that adequately address each of these issues, but in instances where contracts lack these fundamental provisions, or when units are negotiating a first agreement, proposals must be made in negotiations to have these issues addressed in the contract.

Although the Model Contract provides suggested language for satisfying each of these goals, locals are not required to achieve the wording of the Model Contract to fulfill the bargaining objective. The point is to include terms in each collective agreement that provide the benefits and/or protections of each of the eight objectives.

Constitutional Procedures Governing Collective Bargaining

Locals must carefully observe the constitutional requirements governing collective bargaining. Article XIX of the Guild's constitution includes procedures intended to keep the national union apprised of the progress of bargaining preparations, the bargaining process and its results. The

requirements apply to all forms of contract negotiations, including mid-term reopening, the renegotiation of specific clauses of the agreement and the negotiation of all benefit plans.

Coordination of bargaining efforts between the locals and national union enables TNG to stay informed of locals' bargaining efforts and gives the national union the information it needs to assist all locals in their negotiations.

In summary, Article XIX of the Guild's constitution requires locals to:

1. Submit contract proposals to TNG at least 15 days in advance of presenting them to the employer. The Contracts Committee will review the proposals for compliance with the constitution and the Bargaining Program and will give the local advice on any necessary changes. Locals are expected to keep TNG apprised of the progress of negotiations as talks advance.
2. Establish bargaining committees of at least 3 people that routinely include members of the unit covered by the contract. Observers may be present at negotiations.
3. Submit the terms of the proposed contract to the Contracts Committee before any membership ratification vote, and before any final draft of the agreement is signed. (This rule is waived when a local has obtained strike authorization from the national union.) It is permissible for a local to submit to TNG a list of terms to be included in a proposed contract, without submitting the final draft. In such cases, the local is required to submit the final draft of the new contract before it is signed.
4. Conduct a ratification vote among members working in the unit covered by the proposed contract.
5. Refrain from signing the contract until the Contracts Committee gives its permission, after which the local will sign the agreement and send a signed copy to the Contracts Committee.

Article XIX provides that the Contracts Committee:

1. Will review the terms of the proposed agreement and respond to the local within five working days unless there is mutual agreement on an extension.
2. May withhold permission to ratify a proposed contract settlement if it determines that the agreement contains serious deviations from the Bargaining Program. This happens infrequently, but when it does, the Contracts Committee will promptly advise the local of the reasons for its decision and it will designate a representative to investigate and/or assist the local. If the Contracts Committee withholds approval of the proposed settlement but does not take one or more of these steps, the local may proceed with

ratification. However, if the Contracts Committee does observe all these steps and it withholds permission to ratify, the local cannot submit the proposed settlement for ratification until it receives specific permission.

3. Will promptly review the final draft to ensure it accurately reflects the approved terms.

Article XIX also provides that participation in chain-wide bargaining on behalf of units with common ownership requires the authorization of members working in the affected units. Unless the Executive Council approves an agreement to do otherwise, locals will elect two delegates to a chain-wide council. Participants will adopt by-laws governing the bargaining.

Only the local and TNG itself are authorized to enter into contracts on behalf of the Guild. Contracts entered in violation of this limitation are not binding upon the Guild.

In addition to these constitutional provisions, negotiators need to be aware of the terms of local by-laws, which will likely provide additional regulation of negotiations, including the composition of the committee, the role of the governing body and the ratification process.

THE NEWSGUILD-CWA BARGAINING PROGRAM SUMMARY

I. Union Rights

1. Coverage and Jurisdiction
2. Union Security
3. Information

II. Employment Security

1. Discipline and Dismissal
2. New Processes and Equipment
3. Economy Dismissals
4. Hiring and Promotions
5. Job Transfer
6. Education and Training
7. Part-time and Temporary Employees

III. Fair Employment Practices

1. Non-Discrimination

IV. Employee Bill of Rights

1. Free Speech
2. Free Association
3. Privacy
4. Social Media

V. Hours and Premium Pay

1. Hours of Work
2. Overtime
3. Work Schedules
4. Differentials
5. Job Sharing

VI. Wages

1. Minimum Wages
2. Experience

3. Merit Increases
4. Sales Commissions, Bonuses and Incentives
5. Higher Classification Work
6. Reuse
7. Maintenance of Pay
8. No Double Jobs or Speedups

VII. Benefits

1. Severance Pay
2. Pension
3. Vacation
4. Holidays
5. Sick Leave
6. Health and Welfare Plans
7. Family Care
8. Leaves of Absence
9. Expenses

VIII. Contract Enforcement

1. Grievances and Arbitration
2. Guild Representation

IX. Safety and Health

1. Safety and Health Committee
2. Work Processes and Environment
3. Equipment
4. Illness and Injury

X. Duration and Successorship

1. Duration
2. Plant Closing, Sale or Transfer
3. Right of First Refusal

Required Proposals

1. A union security clause.
2. A requirement of just and sufficient cause for discharge.
3. A grievance procedure and binding, third-party arbitration system.
4. Wage scales that fix the minimum amount employees may earn.
5. A definition of union jurisdiction that protects the union against the loss of work.
6. Provisions incorporating seniority and length of service in wages, hours and working conditions.
7. Provisions that promote diversity and protect against discrimination.
8. Provision of retirement benefits.

I. Union Rights

1. Coverage and Jurisdiction

Model Contract Preamble and Art. I, Secs. 1-3

- (a) Require an accurate definition of the parties to the contract, as well as an explicit statement of the departments covered by the contract and the job titles excluded from coverage.
- (b) Require a clause defining union jurisdiction and protecting the union against loss of work.
- (c) Require provisions establishing the concept that the Guild's jurisdiction extends to include evolving work.

Note: "Online," "new media" and "digital" work fall within the jurisdictional scope of the Guild. Contract proposals should reflect that approach.

2. Union Security

Model Contract Art. II, Secs. 1, 2 and Art. III

- (a) Require the strongest legally permissible union security clause achievable for each unit, in an effort to secure a full union shop.
- (b) Require the employer to provide payroll deduction of an amount equal to initiation fees, membership dues and assessments.
- (c) Prohibit interference and attempts to interfere with the operation of the Guild.

3. Information

Model Contract Art. V, Sec. 1-4, 6

Require the employer to provide complete, detailed information on any matter affecting the bargaining unit.

II. Employment Security

1. Discipline and Dismissal

Model Contract Art. VII, Sec. 1 and Art. V, Sec. 5

- (a) Prohibit discipline or discharge of employees except for just and sufficient cause.

Note: The just and sufficient cause standard and the right to grieve and arbitrate apply to any disciplinary action. Further, just cause prohibits employees from being disciplined for work performance issues involving new or modified processes or equipment, including new work, unless the employees have been given adequate time and sufficient training.

- (b) Require that the employer provide adequate advance written notice of discipline or discharge to the Guild and the employee.
- (c) Require that the employer provide copies of any notation being placed in an employee's personnel file to the Guild and the employee, and permit each to file a response.
- (d) Require that any negative personnel record will not have any effect after a reasonably short time.
- (e) Require employer to allow employees to review their personnel files and, on request, be supplied copies of material in them.
- (f) Require that the Guild be given access to employees' personnel files and, on request, be provided copies of personnel file documents.

2. New Processes and Equipment

Model Contract Art. VII, Sec 5

- (a) Prohibit dismissals as a result of the introduction of new or modified processes or equipment.
- (b) Require that no employee shall be disciplined for work performance issues involving new or modified processes or equipment, including "new media", unless the employees have been given adequate time and sufficient training.
- (c) Require adequate advance written notice to the Guild of the introduction of new or modified processes or equipment that would create new jobs or alter the content of existing job classifications.
- (d) Require that negotiation between the employer and Guild be conducted during the notice period.
- (e) The parties to the contract will develop a joint labor-management committee of equal representation that will meet regularly or at the call of either the Guild or the employer to provide a forum for continuing communication on current and future changes to processes and equipment used by bargaining unit members including "new media" work.

- (f) Require that employees affected by the introduction of new or modified processes or equipment be given adequate employer-paid retraining during work time, or retained in suitable, comparable jobs. Such training may also include training workers for employment in other fields.
- (g) Prohibit the unilateral establishment of standards of speed and accuracy on new or modified processes or equipment and for the proficiency in the use of new or modified processes or equipment.
- (h) Prohibit job fragmentation, by which the duties of a particular job are assigned to other positions, to the detriment of the unit or the employee.

Note: Most Guild contracts have training and equipment language. Negotiators should be cautious of creating an unachieved demand if the contract already addresses this issue.

3. Economy Dismissals

Model Contract Art. VII, Sec 3

- (a) Require that any necessary economic reduction in the work force be by attrition, or by voluntary termination with severance pay, without speedup or the imposition of unreasonable duties on remaining employees.
- (b) As an alternative to a ban on dismissals as a result of economy, require that dismissals to reduce the force not occur until the employer demonstrates that economy dismissals are necessary to insure survival of the company and that all other means of economy have been exhausted.
- (c) Require consultation with the union prior to the imposition of any workforce reductions. If agreement is not reached on the necessity to reduce the workforce, provide that the dispute may be submitted to binding arbitration.
- (d) Require that employees scheduled for dismissal be given the right to claim another job that they are competent to perform and are entitled to by the seniority provisions of the contract.
- (e) Require that if a staff reduction is necessary, dismissals be in the order of least seniority.
- (f) Require that a recall list be established and in force for a guaranteed time period and that rehiring rights be in inverse order of dismissal.
- (g) Require supplemental unemployment benefits, continuation of employer-provided health-and-welfare benefits, pension-service credits, enhanced severance pay, retraining, and job outplacement services for employees affected by economy dismissals.

4. Hiring and Promotions

Model Contract Art. IV, Secs. 1, 2 and Art. X, Sec. 5, 6

- (a) Require that the employer provide written notice of all job opportunities to the Guild and bargaining unit employees.

- (b) Require that hiring and promotional standards be linked directly to the successful performance of the job and prohibit standards that exceed those required for the job.
- (c) Require that the employer provide the Guild full information on hiring and promotional standards.
- (d) Require that evaluations of a promoted (or transferred) employee's progress be made at specified intervals during a trial period. Include provisions allowing employees to return to their former positions during the trial period without penalty or prejudice, and assuring that if the trial is successfully completed, they will be confirmed in the new job. Require that advancement through the schedule of minimums be based on the date of the promotion.
- (e) Require that the employer consult with the Guild to establish minimum hiring goals for members of minority groups and require that the employer actively recruit women and members of minority groups for all positions covered by the contract.
- (f) Require the employer to give full consideration to hiring candidates supplied by the Guild.

5. Job Transfer

Model Contract Art. X, Secs. 1-4

- (a) Require that present employees be given the first opportunity to accept transfers and promotions, subject to the prior operation of the rehire list. Where practical, such transfers and promotions should be governed by seniority.
- (b) Require that no transfer result in a reduction of wages or benefits and assure that no employee is penalized for refusing to accept a transfer or promotion.
- (c) Require consent of the employee prior to any transfer to another city, position, job classification, district or territory, department, other enterprise of the employer or parent corporation of the employer.
- (d) Require that the employer pay all transportation and moving expenses for the employee's household when a transfer necessitates relocation.

6. Education and Training

Model Contract Art. X, Sec. 3 and Art. XXV, Sec. 2

- (a) Require employer to establish training programs for all employees to provide equal opportunity for placement or advancement. The programs may be on-the-job training, supplemented where indicated by courses or mentoring.
- (b) Require reimbursement by the employer to employees for the cost of educational courses, seminars, conferences and training undertaken to

improve their skills in their present job or to prepare for a new or higher paying position.

(c) Require that employees affected by the introduction of new or modified processes or equipment be given reasonable and adequate equipment and employer-paid retraining during work time, or are retained in suitable, comparable jobs.

7. Part-time and Temporary Employees

Model Contract Art. XVII

(a) Require full coverage of part-time and temporary employees by all terms and conditions of the contract.

(b) Require that the computation of wages for part-time and temporary employees be based on the hourly equivalent of the applicable minimum wage provided for their classification and years of experience.

(c) Require that the computation of service-based benefits for part-time and temporary employees be based on the length of employment with the employer, and not the actual hours worked.

(d) Prohibit the use of part-time, temporary and contract workers whose work eliminates or displaces regular full-time employment.

III. Fair Employment Practices

Model Contract Art. IV, Sec.2(a) and Art. VII, Sec. 7

Prohibit discrimination in all aspects of employment. Forms of discrimination may include bias based on age, sex, race, creed, color, national origin, disability, marital or parental status, sexual orientation, sexual preference, family relationship, political activities or political beliefs, veteran status and union membership and activity.

IV. Employee Bill of Rights

1. Free Speech

Model Contract Art. VII, Sec. 7 and Art. XXIV, Sec. 1

(a) Require the employer to supply bulletin boards for the use by the union.

(b) Prohibit any punitive action against employees based on any oral or printed criticism of the employer.

2. Free Association

Model Contract Art. XXIV, Secs. 2, 3 and 12

(a) Include provisions that employees will be free to engage in any activity on their own time.

(b) Allow for payroll deduction of voluntary political contributions.

(c) Include provisions that employees will not be compelled to cross a picket line of another union to reach their place of work or any place they are assigned to go, (U.S. locals only).

(d) Include provisions that employees will not be required to handle struck work or work destined for struck shops, (U.S. locals only).

3. Privacy

Model Contract Art. XXII, Art. XXIII, Secs. 1-4 and Art. XXIV, Sec. 13

(a) Require the protection of employees' privacy.

(b) Prohibit the employer from using information identifying an employee in the product, if the employee objects to that use.

(c) Require the employer to indemnify employees against all legal liability arising from the performance of their job.

(d) Prohibit the employer from requiring employees to engage in any practice that compromises their integrity.

(e) Prohibit the employer from requiring employees to surrender information or work material relating to news, commentary, advertising or the establishment and maintenance of sources in connection with their employment, and from requiring employees to authenticate any published material in any proceedings.

(f) Prohibit the employer from disclosing any information listed in Section (e), above, without the employee's consent.

4. Social Media

Model Contract Art. XXIV, Sec. 4 (1)-(7)

a) Reject any policies, rules or language that prohibits employees' reasonable personal use of employer communication systems.

b) Require the employer to provide annual notice of monitoring of employee activity on those systems, by email and by workplace postings. Prohibit the employer from using information obtained in violation of this work rule to support discipline. Alternatively, prohibit employer monitoring without reasonable basis to believe the employee is using the system in an illegal, harassing or discriminatory manner.

c) Require reasonable and adequate training in the use of company systems, social media or equivalent systems for business purposes.

d) Require the employer to defend and hold harmless employees engaged in business-related communications on social media or equivalent communications.

e) Require that employees be compensated for time spent on social media or equivalent communications at the employer's direction.

f) Prohibit discipline against employees based on the social media communications of others.

g) Prohibit the employer from coercing or disciplining an employee for refusing contact with a manager on any personal, password protected

social media site. (Alternatively, the parties may bargain a rule prohibiting supervisors from sending a contact invitation on such a site.)
h) Prohibit the employer from requesting or requiring passwords to personal social media, email or other password protected social media.

Note: Social media rules are a mandatory subject of bargaining, as is the monitoring and surveillance of social media activity.

Employees have a legally protected right to communicate with coworkers on social media for mutual aid and protection. These rights will prevail unless they are clearly and unmistakably waived in bargaining. Reference the Model Contract, Article XXIV.4(8) for responding language if the employer proposes to curtail the right of employees to communicate about their employment on social media.

V. Hours and Premium Pay

1. Hours of Work

Model Contract Art. XI, Sec. 1, 2

- (a) Require a maximum workweek of five days.
- (b) Require a work day of no more than seven hours falling within eight consecutive hours during a five-day work week. The length of workdays may be adjusted for workweeks of fewer than five workdays.
- (c) Require that employees working compressed workweeks of fewer than five days will not be scheduled to work more than the number of hours in a five-day workweek.

2. Overtime

Model Contract Art. XI, Secs. 3 and 6; Art. XXI, Sec. 4

- (a) Require that daily and weekly overtime be paid monetarily at a minimum rate of time and one-half.
- (b) Require the employer to maintain an accurate record of overtime and that this record be available to the Guild on request.
- (c) Require the employer to pay a meal allowance to employees who request it when working more than two hours overtime in a day, or a half-day or more on a sixth or seventh shift in a workweek.

3. Work Schedules

Model Contract Art. XI. Secs. 3, 4 and 5

- (a) Require posting of work schedules, specifying days and hours, at least two weeks in advance, with the assurance that work required at hours not scheduled will be compensated monetarily at a minimum rate of time and one-half.
- (b) Require the use of seniority in the choice of scheduling, including vacation, work shifts, starting times, and days off.

- (c) Require adequate rest periods between scheduled shifts.
- (d) Require compensation for work on a day off at no less than time and one-half for the employee's normal workday.
- (e) Require call back pay for a minimum number of hours of pay at the overtime rate for employees called back to work after completing a work shift.

4. Differentials

Model Contract Art. XIX, Secs. 10 and 11

- (a) Require extra monetary compensation, and/or shorter work shifts, for night and weekend work.
- (b) Require that all differentials be included in the calculation of wage-based benefits.
- (c) Require premium pay for employees who work on-call, and ensure that assignment to on-call work is voluntary.
- (d) Bargain new job classifications and/or pay differentials for some job duties involving new or modified equipment and processes, such as but not limited to, the recording and editing of audio and video content.
- (e) Require that, when bargaining unit employees are assigned to perform work requiring proficiency in the use of new or modified processes or equipment, they will be paid a premium above their regular compensation."
- (f) Require that, where employees are engaged in hybrid jobs or, where their job classifications or scope of work have expanded, the union will negotiate a workload agreement with the employer.

Note: Workload agreements may include such things as sustaining quality, volume of output, number of formats, extra compensation or time in lieu of compensation and a recognition that no discipline shall be exacted during transition to new duties.

5. Job Sharing

Model Contract Art. XXIV, Sec. 14

- (a) Require the employer to allow two regular full-time employees to share temporarily a full-time job when operationally feasible at no loss of benefits or protections under the contract.
- (b) Require that employees be allowed to reclaim their former jobs or comparable positions, without reduction in current or future wage or benefits, at the conclusion of the job sharing. In the alternative, require that termination of a job-sharing arrangement trigger all contractual rehire rights of a displaced employee.
- (c) Require that job sharing will not result in the fragmentation of full-time jobs into part-time positions or the elimination of jobs.

VI. Wages

1. Minimum Wages

Model Contract Art. XVIII; Art. XIX, Sec. 2

- (a) Require minimum wages for all positions covered by the contract. Wages should be structured to fairly compensate employees based on factors such as the skill, education and experience levels required for the job, as well as the comparable worth of the position relative to other positions.
- (b) Require that the full value of negotiated increases be added to each step of the minimum wage tables.
- (c) Require equal pay for equal work or for work of equal value or comparable worth in wages and all other forms of compensation. Wages must reflect the true differentiation of job content among positions.
- (d) Require that the lowest minimum wage be no less than the 'living wage' for the employer's locale.
- (e) Wage proposals must incorporate increases in productivity and cost of living. Proposals shall also take into account recent wage increases and actual wages paid to unit members, wages paid to other employees of the employer, wages paid by other employers, wages bargained by other locals, and wages paid in the employer's locale for comparable positions.

2. Experience

Model Contract Art. XIX, Sec. 1

- (a) Require assignment of an experience rating to all employees for their classification based on previous employment in comparable work.
- (b) Require that an employee's position on the wage scale reflect experience credit.
- (c) Require that advancement through the wage scale be calculated based on the employee's experience anniversary date.
- (d) Require that progression to the top minimum of any classification not exceed the time needed to master the necessary job skills.

3. Merit Increases

Model Contract Art. XIX, Sec. 9

- (a) Merit pay is not a substitute for adequate minimum wage scales or adequate minimum wage increases.
- (b) Require that individual merit for all employees be recognized by increases above the minimum wage or by accelerated advancement through the schedule of minimum wages.

4. Sales Commissions, Bonuses and Incentives

Model Contract Art. XIX, Sec. 15

- (a) Commission payments, bonuses or incentives for sales revenue are not a substitute for adequate minimum wage scales or adequate minimum wage increases.
- (b) Require bargaining over the structure of all advertising incentive plans including the formula for sales goals or metrics, territory changes or modifications, and the payment of commissions.
- (c) Require that the employer and the Guild develop a joint labor-management committee for ongoing communication over current and future changes or modifications to advertising incentive plans including formulas for sales goals or metrics, territory changes or modifications, and payment of commissions, bonuses and incentives.

4. Higher Classification Work

Model Contract Art. XIX, Sec. 7

- (a) Require that work in higher classifications or in positions excluded from the contract be compensated at least at the rate commensurate with the difference in pay between the positions.
- (b) Require the accrual of experience credit for work performed in a higher classification.
- (c) Bargain new job classifications and/or pay differentials for some job duties involving new or modified equipment and processes, such as but not limited to, the recording and editing of audio and video content.
- (d) Require that, when bargaining unit employees are assigned to perform work requiring proficiency in the use of new or modified processes or equipment, they will be paid a premium above their regular compensation.
- (e) Require that, where employees are engaged in hybrid jobs or, where their job classifications or scope of work have expanded, the union will negotiate a workload agreement with the employer.

5. Reuse

Model Contract Art. XXIV, Sec. 4

- (a) Require additional compensation when employees' work is reused by the employer or made available for use by another enterprise.
- (b) Require the employer to pay a significant share of the income realized through electronic processing and distribution of employees' work product, and that the payment be used, at the Guild's discretion, to increase all wages or to provide a benefit of universal value to bargaining unit employees.
- (c) Require protection of employees' residual rights to material resold or distributed for free through employer-owned or -controlled services.

6. Maintenance of Pay

Model Contract Art. XIX, Secs. 6 and 8

- (a) Prohibit any reduction in pay.
- (b) Require that all differentials paid above top minimum be maintained.

7. No Double Jobs or Speedups

Model Contract Art. XIX, Sec. 3 and Art. VII, Secs. 8 and 9

- (a) Prohibit all forms of speedup.
- (b) Prohibit any requirement for employees to perform in double jobs requiring disparate skills.
- (c) When confronted with an employer initiative to combine similar job functions, require appropriate compensation, training and assignment structures.

VII. Benefits

1. Severance Pay

Model Contract Art. VIII Model Contract Art. VIII

- (a) Require lump sum severance pay based on length of service without restrictive qualifications or ceilings upon termination of employment.
- (b) Require that all employees, regardless of length of service, be provided extra severance pay in cases of economic dismissal.
- (c) Require payment of severance upon retirement, or to the beneficiary or the estate of an employee upon death.

2. Pension and Retirement

- (a) Require an adequate negotiated pension plan for present and future retirees.
- (b) Prohibit the inclusion of mandatory retirement ages within pension plans, unless it is required by law.
- (c) Require that eligibility for pension be the same for all employees and cover all employees in Guild jurisdiction.
- (d) Require that participants be fully vested in the shortest period of time.
- (e) Require pension plans that are separate from severance pay or cash out plans.

Note: U.S. Locals should consider proposing participation in TNG's Adjustable Pension Plan or the CWA Savings and Retirement Trust Plan, (a 401(k) plan). Information on both plans is available through TNG.

3. Vacation

Model Contract Art. XIII

- (a) Require ample annual paid vacation.
- (b) Require an extra day of vacation for employees whose vacation includes a holiday.

(c) Require monetary payment of accrued vacation credit upon termination of employment.

4. Holidays

Model Contract Art. XII

- (a) Require observance of all locally recognized holidays in each calendar year, as well as requiring additional personal days off.
- (b) Require premium pay for employees who work on any holiday or work a full work week in a holiday week.

5. Sick Leave

Model Contract Art. XIV, Secs. 1 and 2

- (a) Require the employer to provide sick and disability leave with full compensation for the duration of each illness or injury.
- (b) As an alternative to full sick pay, locals may negotiate employer-paid, long-term disability benefits to cover the period when sick pay runs out.
- (c) Prohibit any deduction from overtime pay for sick leave benefits.

6. Health and Welfare Plans

Model Contract Art. XIV, Secs. 4 and 5 and Art. XXIV, Sec. 11

- (a) Require employer-paid comprehensive medical, prescription drug, dental, vision and life insurance for employees and their family, including domestic partners.
- (b) Where Guild members work under a government-sponsored insurance plan, require the employer to provide supplemental health care or other forms of insurance not included in the government plan.
- (c) Require a voluntary, confidential employee assistance program or other similar plan covering the employee and the employee's household.

7. Family Care

Model Contract Art. XXIV Sec. 7 and Art. XV Sec. 5

- (a) Require family care benefits, which may include employer-paid or subsidized dependent care; parental leave; maternity and paternity leave with flexible scheduling without penalties or prejudice to the employee.
- (b) Require that the timing and duration of a family care leave be determined by the employee.

8. Leaves of Absence

Model Contract Art. XV, Art. XVI and Art. XXIV, Secs. 5 and 6

- (a) Require access to leaves of absence for good and sufficient reason, which may include service for the Guild or the organized labor movement; bereavement for death in the employee's family or household or other family reasons; military and public service; voting time; jury and witness duty.

- (b) Require that employees be reinstated to their jobs after leave without prejudice to the calculation of wages, credit toward severance, pension, experience rating and other length-of-service benefits.

9. Expenses

Model Contract XXI

- (a) Require the employer to provide all equipment necessary to perform the job, including vehicles.
- (b) Require reimbursement of all expenses incurred while performing duties on behalf of the employer.
- (c) When contracts do not compel the employer to furnish all transportation, require that employees be adequately reimbursed under an escalator clause that allows for increasing costs related to the operation, maintenance and insurance of vehicles used in the service of the employer.
- (d) Require a transportation allowance for employees who work at night, as a safety measure and to compensate for scarce nighttime public transportation.

VIII. Contract Enforcement

1. Grievances and Arbitration

Model Contract Art. VI

- (a) Require adequate means of processing and settling grievances and taking up matters affecting relations between the employer and employees.
- (b) Require third-party final and binding arbitration of unsettled grievances.
- (c) Require that conditions prevailing prior to a circumstance that results in a grievance be maintained unchanged pending final settlement of the grievance.
- (d) Require provisions allowing for an expedited arbitration procedure, which can be invoked at the discretion of the Guild.
- (e) Require that the employer and the Guild share the costs of arbitration.

2. Union Representation

Model Contract Art. XV, Sec. 3(b), Art. XXVI and note following Art. VI, Sec. 1

- (a) Require the employer to allow employees to receive assistance from a Guild representative in any matter that might affect the relations of the employer and the employee. (Canadian locals should require an explicit agreement allowing unit members to be represented in investigatory and disciplinary meetings.)

- (b) Require release of Guild representatives from work, without loss of pay, to prepare for and serve on bargaining committees, process grievances, or attend meetings between the employer and the Guild.
- (c) Except where prohibited by provincial law, require recognition of the Guild as the exclusive bargaining representative for workers in departments and other enterprises of the employer outside the Guild's jurisdiction when the union can demonstrate through a card check that a majority of such employees have chosen the Guild as their representative.
- (d) Require designation by both the employer and the Guild of committees of their own choosing to meet together to make recommendations affecting all aspects of the operations of the employer.

IX. Safety and Health

Model Contract Art. XX

1. Safety and Health Committee

- (a) Require that the employer maintain a safe and healthful workplace.
- (b) Require a joint Guild/employer safety and health committee, with the agreement that the committee chair will alternate between the parties.
- (c) Require that the committee establish a comprehensive agenda for a safety and health program that includes timelines for the implementation of the committee's recommendations.
- (d) Require that training on safety and health issues be provided in consultation with the committee.

2. Work Processes and Environment

- (a) Require work breaks as needed to relieve repetitive motions and stress.
- (b) Require timely employer responses to requests to prevent injury and accommodate employees who are injured.
- (c) Require the employer to acknowledge the right of employees to refuse to work, or report to work, under hazardous conditions, and prohibit any penalty for exercising this right.

3. Equipment

- (a) Require that ergonomic equipment be provided to all employees.
- (b) Require maintenance and periodic testing of all equipment used by employees in the performance of their duties.

X. Duration and Successorship

1. Duration

Model Contract Art. XXVII

- (a) Require that all terms and conditions of an expiring contract remain in effect while a successor agreement is bargained.
- (b) Require that successor contracts be fully retroactive, and new contracts be retroactive to the date of the union's certification.
- (c) Prohibit a contract extension clause without the guarantee of complete retroactivity and reject proposals for an automatic renewal clause.
- (d) In drafting proposals and making settlements regarding the duration of a contract, locals shall consider the economic and employment forces influencing the bargaining climate (including expiration dates of the collective agreements of other unions in the plant) and act appropriately.

2. Plant Closing, Sale or Transfer

Model Contract Art. VII, Sec. 4

- (a) Require that the Guild be given adequate advance notice of plant closure or layoff in addition to protections that may be required by federal, state or provincial law.
- (b) Require an adequate "successors and assigns" clause assuring that contracts and bargaining rights continue following the sale or transfer of the employer's property (U.S. locals only).
- (c) Require that the employer recognize the union at any location at which it might conduct business following a sale or transfer of the company (Canadian locals only).

3. Right of First Refusal

Model Contract Art. XXIV, Sec. 15

- (a) Require that the employer provide to the Guild adequate advance access to sale information, including financial information, at the same time and in the same form as it is provided to other prospective bidders.
- (b) Require that the Guild be granted the right of first refusal on any offer for sale of the business or sale of the assets of the employer.

Merger Agreement between TNG and CWA

Agreement for Affiliation and Merger between 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 to 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 merges 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 merges 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 received 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 K. Foley

FOR THE COMMUNICATIONS WORKERS OF AMERICA (AFL-CIO)

/s/ Morton Bahr

A Proposal for Structuring TNG Canada

Principles for Structuring

1. TNG Canada would be an autonomous body within TNG having constitutional jurisdiction within Canada over its constituent locals and an affiliation agreement with CWA/TNG.
2. Locals in Canada would remit per capita to TNG at a rate to be negotiated. TNG would remit a portion of the per capita to TNG Canada.
3. Locals of TNG Canada would have access to the international's defense fund and certain other services in the realm of information, organizing, etc.
4. Locals in Canada would have a guaranteed right to leave TNG, CWA/TNG and/or TNG Canada that can be exercised at any time without penalty.

a) Whereas TNG is pursuing merger with the CWA, and

Whereas several Canadian locals have expressed concerns about merging with a large international union, and have shown a preference for joining a national (Canadian) union,

Be it resolved that should any Canadian local decide by a membership referendum, conducted using the international's voting rules, to join a Canadian union, that the international shall facilitate this process by the following means:

- a) allowing locals to retain current assets
- b) refrain from raiding charges, trusteeship or other legal challenges, etc.

5. After the existing TNG locals have made a decision about how to structure TNG Canada, a merger with the existing locals of the CWA in Canada should be encouraged.

Proposed Structure

6. TNG Canada would be governed by a Representative Council, elected every two years, made up of one delegate from each local with the exception of the Canadian Media Guild, which would have two. In addition, the Representative Council would include any member of TNG Canada elected to the International Executive Board.

7. Each affiliated local shall elect its delegates by executive or representative assembly or by membership secret ballot. Election of such delegates shall be certified by the Secretary of each local to the Secretary of the Council.

8. The Canadian Director will be elected by the membership and will serve as the chairperson of the Representative Council. The Canadian Director will take direction from the Representative Council. The Representative Council will select other officers from its members. The Representative Council, through the Canadian Director, will direct the activities of TNG Canada staff. The Representative Council will decide if any officers will be paid.

Governance

9. The Representative Council would endeavor to make decisions on a consensus basis. When a vote is called, decisions would require the support of a majority of the locals, comprising the majority of TNG Canada members in good standing.

10. The Representative Council will decide on the allocation of TNG per capita remitted to TNG Canada. Any such decision would be made by consensus, or if a vote is called, a decision would be made by a majority of locals comprising a majority of TNG Canada members in good standing.

Memorandum of Understanding Regarding CWA Operations in Canada

The Communications Workers of America is an international union seeking to unite workers it represents to improve their working conditions and standards by building alliances and pan-world organizations to combat the power of large multi-national corporations and the evils of “globalization.” As a progressive, large and important union the CWA is at the forefront of this fight: we belong to, and in many cases, lead many international union associations and industry groups.

The underlying principle of building a truly international union must be a solid partnership between the Canadian and American sides of the CWA. The border may separate the rules under which labor operates but it should not stop all areas of co-operation and help between us. Our joint focus must be serving our members and taking on the multi-national companies that are well established in both countries. We have differing experiences, approaches and best practices that can be shared for the common good.

Toward that end we must move to a new CWA structure that builds that partnership. The CWA in Canada should operate within a structural framework which recognizes its own national context instead of the situation now where its membership is divided between two districts dominated by US members. Why? For starters there are different legal and political frameworks in both countries. One example: Canadian members are under the labor jurisdiction of 11 different governments (the federal and 10 provincial ones) none of which have anything to do with the U.S. Department of Labor. The rules for organizing, dispute resolution, and work stoppages are widely different and more favorable to labor in Canada than in the U.S.

The Canadian side of the CWA is small in numbers now but has good potential for growth. Through organizing during the past few years it has grown at a much faster pace than other areas within the CWA. Belonging to a truly international union with more Canadian members and presence will make CWA in Canada even more attractive to potential new members. We have more than doubled in size over the past ten years and expect our growth to continue.

Building a strong truly international union will take time, goodwill, experiment and care. But to get to a union whose traditions, culture and symbols fairly represent our members in our two neighboring but different countries is a goal worth aiming for.

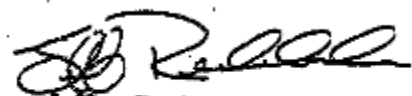
1. In order to accomplish this task within the existing governance structure of the CWA guided by the Constitution, the Communications Workers of America shall approve the authority for TNG-CWA Canada to act with full autonomy to make all governance, policy and operational decisions affecting Canadian members in accordance with the Constitution of the CWA through a Canadian Region. TNG-CWA Canada will continue as an autonomous entity within The Newspaper Guild and the CWA.

2. The President with the concurrence of the Vice Presidents of District 1 and District 7 and The Newspaper Guild shall assign to the elected national Director of TNG-CWA Canada all administrative and constitutional obligations. The Director shall act in the best interests of the Union in accordance with the CWA Constitution.
3. The Canadian Region will be financially self-sufficient. Per capita from Canadian members will remain in Canada, where they will be administered by TNG-CWA Canada to fund its programs and operations. TNG-CWA Canada and its locals will continue to participate in the Member Relief Fund. TNG-CWA Canada and its locals will continue to participate in the CWA Defense Fund. The CWA Executive Board shall continue to approve all expenditures from the Defense Fund consistent with Fund rules.
4. Arrangements for TNG-CWA Canada's expenses for its membership in TNG are to be agreed upon by the two groups as will decisions concerning the position of TNG-CWA Canada within the Sector, including any shared costs and any Canadian contributions to CWA beyond the MRF and Defense Fund. TNG-CWA Canada will participate in the appropriate strategic industry funds once they are established by the CWA.
5. All financial and other records pertaining to the Locals of TNG-CWA Canada will be maintained and administered by TNG-CWA Canada's head office. TNG-CWA Canada will finance and run its own legal program for its Locals as is done now through the CWA legal program. TNG-CWA Canada will provide an annual audit to the CWA Secretary-Treasurer. TNG-CWA Canada will work with CWA Secretary-Treasurer to verify voting strengths in international elections.
6. TNG-CWA Canada members will continue to have all rights of membership in the CWA and participate in all appropriate CWA elections, including those for the TNG-CWA Executive Council, IUE-CWA Executive Board and CWA international officers. TNG-CWA Canada members will be eligible to sit on any of the various committees set up by CWA.
7. Any formal disputes between members and their Locals will be heard by the Director of TNG-CWA Canada and, if not resolved, will be forwarded to the CWA President under the same appeal process available to any CWA member.
8. The CWA Executive Board shall, as it does now, approve all strikes on the effective recommendation of the Director of TNG-CWA Canada.
9. This Agreement shall require ratification by the Canadian membership.
10. An appropriate transition period shall be established to ensure the effective operation of TNG-CWA Canada under this new system

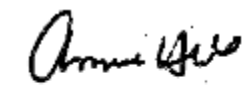
Signed,

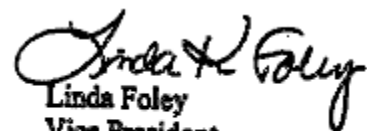
Larry Cohen
President



Barbara Easterling
Secretary/Treasurer



Jeffrey Rechenbach
Executive Vice President


Chris Shelton
Vice President
District 1



Ann Hill
Vice President
District 7


Linda Foley
Vice President
The Newspaper Guild


Arnold Amber
Director
TNG-CWA Canada


Gordon Holder
Treasurer
TNG-CWA Canada


Lois Kirkup
Secretary
TNG-CWA Canada


Martin O'Hanlon
Deputy Director
TNG-CWA Canada

Memorandum of Understanding (2006) Regarding TNG-CWA Canada

FINANCIALS

TNG-CWA Canadian locals will pay the same TNG per capita as other TNG locals, currently \$20.51 (CD) per month. Those payments will be sent to the Canadian Regional Office in Ottawa.

Out of the \$20.51 (CD) monthly per capita paid by locals, the Canadian Region will send the following monthly per member payments to the international union:

MRF
CWA Defense Fund
TNG Mobilization & Defense Fund

And the monthly per member payments below, which will be credited as income to the TNG sector:

\$1 (CD) from Jan. 1, 2007, through June 30, 2007
\$2 from July 1, 2007, through June 30, 2008
\$3 as of July 1, 2008.

Any subsequent financial discussions should properly be undertaken between TNG Canada and CWA.



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