

Agreement for Merger/Affiliation
between the
INTERNATIONAL TYPOGRAPHICAL UNION, AFL-CIO, CLC
and the
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

The International Typographical Union (ITU) and the Communications Workers of America (CWA) agree to create and establish a single, more powerful labor organization with a merger/affiliation. By the merger/affiliation the Unions will significantly enhance job security and economic prosperity for the hundreds of thousands of men and women who contribute their labor to produce the diverse, quality service and products of the Communications, Graphic Arts and Media Industry.

The ITU and CWA agree upon the following objectives, purposes, principles and procedures to accomplish merger/affiliation and the following basis upon which the merged organization shall function:

1. Purposes of Merger

ITU and CWA will combine into one International Union in the Communications, Printing, Publishing and Media Industry. Purposes will be to combine services and resources for increased bargaining power and strengthen organizing efforts.

It is agreed that the ITU shall become an autonomous "Sector" within the CWA; and that the Sector will preserve long-standing ITU traditions in the Printing, Publishing and Media Industry.

2. Name and Headquarters

The name of the merged organization shall be the Communications Workers of North America (CWA). The former ITU will become the Printing, Publishing and Media Workers Sector of the Communications Workers of North America, AFL-CIO, CLC ("Sector"), with its own officers. Provided that the CWA name change to include the word "North" must be approved by their next Convention.

The CWA headquarters are presently in Washington, D.C. CWA will provide ample office space to house the new Sector. In recognition of the complex operations of the ITU headquarters in Colorado Springs, there shall be two offices (Washington, D.C. and Colorado Springs) for a reasonable period of time in order to effect an orderly shift to and integration of the Sector to Washington, D.C. Additionally, where practical, space will be made available in CWA's Regional Offices.

The ITU presently has an International office in Canada. In recognition of the Canadian Nation, its laws and bilingualism, the CWA will continue and expand this office for the service and representation of the Canadian segment of the ITU's membership.

The Sector shall function pursuant to its own bylaws approved by referendum vote of the membership of the ITU. The Sector shall also function pursuant to the CWA Constitution except those provisions which will not apply during the transition period (1987-1991).

3. Method of Merger/Affiliation

A. This Agreement for Merger/Affiliation, and the Bylaws of the Sector, shall be submitted

to the two merging organizations for approval in accordance with the provisions of the Constitutions of the ITU and CWA. It is understood that the ITU requires approval by a majority of those voting in a membership referendum.

B. The Agreement for Merger/Affiliation, the Sector Bylaws, and the Merger/Affiliation shall become effective 15 days after certification of the ballots approving these documents by a majority of the ITU membership voting.

4. Operating Principles of the Printing, Publishing and Media Workers Sector

Recognizing the need to smoothly and efficiently integrate the policies, programs, officer structure, necessary staff and personnel of the two merging Internationals, there is clearly a need for an appropriate transition period.

First, all ITU Locals will continue to operate according to their Local Constitutions and Bylaws until January 1, 1991. At that time all former ITU Local Constitutions and Bylaws must be consistent with the CWA Constitution. All Local Unions and Conferences of the ITU will automatically become Locals and Conferences of the Communications Workers of North America.

Second, merger of Local Unions within the Sector, while encouraged, will be voluntary and not be compelled.

Third, any picket line of any local union that has been approved by the International Union will be honored by and receive the full support of all Local Unions and members of the CWA.

Fourth, since the CWA does not approach merger/affiliation as a business proposition but rather a trade union matter, it recognizes that some deficit spending may occur during the transition period. However, with the built in attrition and reductions that will be forthcoming, it is anticipated that any such deficit spending (if any) will be short term.

5. Service to Local Unions

The CWA presently has eight (8) Regional Headquarters and more than 50 National area offices, with staff and resources that would be made available to Sector Officers, Representatives, Organizers and Local Union officers on an as needed basis. CWA has and continues to make a significant commitment to organizing the unorganized. The Printing, Publishing and Media Workers Sector of the CWA will enjoy the full resources of the organizing program which will provide new growth and members for the Sector and the International Union. CWA employs full-time legal counsel, at least one of whom is located in each Regional Headquarters.

6. Jurisdiction and Authority

The jurisdiction of the union shall be the present jurisdiction of the ITU and CWA combined in the United States, and its Possessions, and in the case of the ITU only, the Provinces, Territories and Possessions of Canada.

Upon the effective date of the merger/affiliation, all ITU local unions shall be and shall remain affiliated with the Printing, Publishing and Media Workers Sector of the CWA.

7. Officer Structure

The five elected Executive Council officers of the ITU will become the officers of the Printing, Publishing and Media Workers Sector of the CWA. No sooner than the term of office which begins in 1990, the number of elected officers of the Sector shall be reduced to three.

The elected President of the ITU will become President of the Sector. He/she will also become Vice President of CWA and represent the Sector on the Executive Board. However, he/she will only receive one salary. Three elected Vice Presidents of ITU are to become Vice Presidents of the new Sector. The ITU Secretary-Treasurer will become Secretary-Treasurer of the new Sector.

One of the above vice presidential positions is reserved for the Mailers segment of the ITU.

Sector members shall also be eligible for election to and vote for any CWA office, as provided in the CWA constitution.

8. Salaries of Sector Officers

The pay of officers and non-bargaining unit staff whose salaries exceed CWA salaries for comparable positions shall not be changed until the CWA salary equals the former ITU salary. Thereafter, they will receive any annual adjustments which may be approved by the CWA Convention.

9. Retirement Programs for Sector Officers, Representatives and Organizers

All former ITU officers, representatives, organizers and staff will continue in the ITU Negotiated Pension Plans and any other benefit that is presently provided by the ITU will be continued by the CWA.

10. Printing, Publishing and Media Workers Sector Bylaws

Upon the effective date of this merger/affiliation the new Bylaws and the ITU General Laws shall become the Bylaws and General Laws of the Printing, Publishing and Media Workers Sector of the CWA. The bylaws will cover the election of Sector officers, duties of Sector officers, any benefits or services offered by the Sector such as a mortuary benefit, or a supplemental strike benefit, if one is desired, and any other provision that may be necessary to preserve long-standing ITU traditions as an autonomous Sector of the CWA.

11. ITU Representatives and Organizers

Present ITU Representatives and Organizers will become Sector Representatives and Organizers in order to continue the service to Printer and Mailer Locals which has become so important to the ITU membership.

12. Transition: Attrition and Vacancies

A. At the beginning of the period of merger/affiliation between the ITU and CWA, there will be five (5) elected Sector officers. For the term of the office, beginning in January, 1990, there shall be three (3) Sector officers (President, Vice President and Secretary-Treasurer), elected from candidates who are members of the Sector without regard to any segment of membership in the former ITU.

B. All positions during the transition period [unless the number drops below three (3)] are subject to attrition. During the transition period there shall be at least one officer from the Mailer segment of the former ITU.

C. In the event of a vacancy in the office of President of the Sector, the First Vice President

shall fill the vacancy and hold office as President for the balance of the regular term of office. In the event of a vacancy in the office of Secretary-Treasurer of the Sector, the First Vice President shall fill the vacancy and hold office as Secretary-Treasurer for the balance of the regular term of office.

In the event of a vacancy in the office of First Vice President of the Sector, the Second Vice President shall fill the vacancy and hold office as First Vice President for the balance of the regular term of office. In the event of a vacancy in the office of the Second Vice President of the Sector, the Third Vice President shall fill the vacancy and hold office as the Second Vice President for the balance of the regular term of office.

In the event the number of Sector officers falls below the number of three (3) at any time, a special election will be held to fill such vacancy in accordance with Sector Bylaws. In the event that during the first three years (1987-1990) there is not at least one officer from the Mailer segment of the former ITU serving as an officer of the Sector, a special election will be held to fill such vacancy in accordance with Sector Bylaws.

13. Dues and Assessments

A. Each active member will pay .46 percent of straight time earnings, which is the equivalent of the standard CWA per capita tax of 40 percent of 1.15 percent of straight time earnings to the International Union. They will also pay 50 cents a month to the CWA Defense Fund. Provided, that the first monthly dues to the CWA shall be due on or before the twentieth of the second succeeding month after the effective date of the merger.

B. In addition to the International dues provided in sub-paragraph A above, each active member will pay \$1.00 per month to the Sector for the Mortuary Fund.

C. By 1988 each active local union member will be required to pay a minimum local dues of no less than the equivalent of 20 percent of 1.15 percent of straight time earnings.

By 1990 each active local union member will be required to pay a minimum local dues of no less than the equivalent of 40 percent of 1.15 percent of straight time earnings.

By 1991 each active local union member will be required to pay a minimum local dues of no less than the equivalent of 60 percent of 1.15 percent of straight time earnings.

D. Each member who is classified Not-at-the-Trade or Proprietor will be required to pay \$11.00 per month of which \$1.00 will be allocated to the Mortuary Fund. For sick, disabled and unemployed members who have no earnings during the month, \$1.00 per month to the Mortuary Fund.

14. Retirees

All retirees of the former ITU will be eligible for membership in the CWA provided they pay dues of \$1.00 per month which will be allocated to the Mortuary Fund.

By 1989 Retirees of the former ITU who wish to be eligible for full membership in the CWA will be required to pay \$2.00 per month of which \$1.00 will be allocated to the Mortuary Fund. By 1991 retirees of the former ITU who wish to be eligible for full membership in the CWA will be required to pay 1.15 percent on monthly earnings from pensions based on ITU covered employment exclusive of Social Security. They will also be required to pay \$1.00 to the Mortuary Fund. For those who have no pensions based on ITU covered employment a \$2.00 monthly payment will be required of which \$1.00 will be allocated to the Mortuary Fund. If a retiree remains a full member of the CWA, he/she will be eligible to vote, run for and hold elected office. If a retiree chooses during or after the transition period not to be a full member, he/she will still be a member of the Sector, vote for local union officers and all local union matters (except

delegates to the International Convention) and receive the monthly CWA publication. However, they must pay the \$1.00 per month Mortuary Fund Payment.

15. Defense and Strike Funds

Sector members will be eligible to receive strike funds from the CWA Defense Fund which is funded by a 50 cents per month contribution per member. The Sector may also provide a supplemental strike benefit to be administered by Sector, if so desired.

16. Mortuary Fund

The CWA does not provide for a death benefit like the ITU's Mortuary Fund. Therefore, the Sector will continue such a fund for those on retirement as of December 31, 1986, to be funded as follows:

The ITU will transfer \$1.5 million from its existing funds and assets to a Mortuary Fund account as soon as the merger/affiliation is effective. In addition, members of the former ITU, both active and retired, will pay \$1.00 per month into the Mortuary Fund.

17. Union Printers Home

The Union Printers Home will continue to be maintained as a separate entity and the CWA will provide expertise from their staff and membership, who presently work in nursing care facilities, to help put the UPH on a sound financial basis.

Every effort will be made to permit the UPH to be self-sustaining and improve the facility.

CWA recognizes the importance of the Home and in order to improve its viability will encourage retired CWA members to utilize the Home. Such use will be subject to the payment of appropriate fees and approval by the UPH trustees.

18. Designation of Locals

Former ITU Locals may retain their Local Union names and numbers if they so desire.

19. Conventions

Former ITU locals will elect delegates to the CWA annual Conventions in accordance with the CWA Constitution and Bylaws. ITU locals will have an annual International Conference for the Sector prior to the annual CWA Convention.

20. Funds and Assets of the ITU

On the date of merger/affiliation, all the funds and assets of the ITU will remain with the former ITU to be used by the Sector to fund any special services or funds which may be used to supplement current CWA funds and services. Likewise, all funds and assets of ITU local unions will remain with those local unions.

21. Arbitration and Legal Costs

CWA will pay all costs of arbitration and legal assistance that are approved by the Sector CWA Vice President. CWA shall provide attorneys for such representation when necessary. Any case not approved by the Sector CWA Vice President may be pursued by the local union at its own expense.

22. Publications

Each member of the Printing, Publishing and Media Workers Sector (Active and Retired) will receive the monthly CWA publication. Additionally, the CWA will publish and pay for a quarterly Sector publication for each member of the Sector. The Sector officers shall select the editor for the quarterly publication.

23. Executive Board

The CWA has an Executive Board which is comprised of 17 elected officers as follows: President, Secretary-Treasurer, 3 Executive Vice Presidents, 8 Regional Vice Presidents and 4 Sector Vice Presidents. A new seat will be created on the Executive Board for the Sector and will be held by the President of the Sector who shall also serve as a CWA Vice President. After 1991 the Sector Vice President must be elected in accordance with the CWA Constitution.

24. Residency Requirement

The CWA will need certain officers of the Printing, Publishing and Media Workers Sector to reside in the metropolitan Washington, D.C. area where the International's Headquarters is located; other officers are not so required to reside in the metropolitan area.

Upon merger/affiliation the Secretary-Treasurer of the new Sector will be required to establish a residency in the Washington, D.C. area. Following a reasonable period of time during which the Colorado Springs office will remain open in order to effect an orderly shift to and integration with the headquarters in Washington, D.C., the President of the Sector will be required to establish a residency in the Washington, D.C. area. All other officers will not be required to reside in the Washington, D.C. metropolitan area.

25. Election of Sector Officers

The current ITU election procedures shall continue for the election of Sector officers. Provided, however, that after 1991, the Printing, Publishing and Media Workers Sector Vice President, who will serve on the CWA Executive Board, must be elected in accordance with the CWA Constitution.

The term of office for Sector officers shall be three years with the first term of office effective the first day of the second month following the date of election as provided in the Sector bylaws.

26. The Merger/Affiliation Agreement

This Merger/Affiliation Agreement sets forth the principles for merger between the ITU and the CWA and constitutes the Document for Merger between these two Unions.

New Sector bylaws, along with the ITU General Laws, shall be drafted incorporating the principles of merger set forth herein.

This Merger Agreement and draft bylaws for the Sector shall then be submitted to the ITU membership for a referendum vote.

IMPLEMENTATION AGREEMENT ITU-CWA

Whereas the merger/affiliation of the ITU and CWA will become effective in accordance with the procedures and pursuant to the actions specified in the Agreement for Merger/Affiliation entered into as of January 1, 1987; and

Whereas an agreement to implement the merger/affiliation of the two organizations in accordance with the Merger/Affiliation Agreement is necessary;

Now therefore, the ITU and CWA do hereby enter into this Implementation Agreement as follows:

A. PROPERTY AND LIABILITIES

1. On the effective date of this merger/affiliation all the property, real, personal and mixed, and all rights, title and interest, either legal or equitable in any monies, funds or property, tangible and intangible, of ITU, including but not limited to its name, trademarks, copyrights, labels, registrations and emblems, and all debts owed to ITU, and all the rights, privileges and powers and every other interest or asset of the ITU, of whatever nature, shall by reason of this merger/affiliation be transferred to and vested in the Printing, Publishing and Media Workers Sector of the Communications Workers of North America, AFL-CIO, CLC (hereinafter "Sector"), except that on the effective date of the merger (a) the ITU Segregated Fund will be transferred and or conveyed to the existing trustees of the Fund and their Successors to be held in trust and to be administered and maintained for the purposes for which that fund was established, and (b) A Mortuary Fund will be created by a transfer of \$1.5 million from existing ITU funds and assets. This Mortuary fund will be for the exclusive use of those in the Sector who are retired as of December 31, 1986. Title to any property vested by deed or otherwise in the ITU, shall not, in any way, be impaired by reason of the merger, but shall, in all respects, be vested in the name of the Sector by virtue of the merger.

2. On and after the effective date of this merger/affiliation agreement, the Sector and the CWA shall assume and be responsible for all the debts, liabilities, contract obligations and other obligations of the ITU.

3. All funds and assets of ITU local unions will remain in all respects vested in the name of those local unions and shall not in any way be impaired by reason of this merger/affiliation and shall always be, at the time of merger and any time thereafter, exclusively vested in the Local.

4. The ITU Union Printers Home will be maintained as a separate entity. The assets and liabilities of the UPH shall not in any way be impaired by reason of this merger/affiliation.

B. TRANSFERS

1. On the effective date of the merger, the ITU shall transfer all monies, funds, or other property which is held by or due to the ITU to the Sector to fund any special services or funds which may be used to supplement current CWA funds or services except as follows:

(a) on the effective date of merger, the sum received from the ITU Segregated Fund will be transferred and or conveyed to the existing ITU trustees of this Fund and their successors to be held in trust and to be maintained for the purposes for which the Fund was established.

(b) on the effective date of merger, the Mortuary Fund will be created by a transfer of 1.5 million dollars from existing ITU funds and assets. This mortuary fund will be for the exclusive use of those in the Sector who are retired as of December 31, 1986.

2. The Executive Council of the ITU and any trustee or other person, holding property for the

ITU or its Funds, shall be empowered and shall be required on and after the effective date of the merger, to execute and deliver or cause to be executed and delivered, upon request of the Sector, any such deeds, authorizations or other instruments as the Sector may deem necessary or desirable in order to confirm the right and title of the Sector in the property, rights and privileges referred to in Paragraph A above and shall take such further and other actions as may be requested by the Sector for such purpose or for the purpose of creating a successor to the ITU Segregated Fund or for the purpose of creating the Mortuary Fund.

C. NON-IMPAIRMENT

1. This merger/affiliation shall not affect, interrupt or change, in any way, the continuing status or the rights or duties, with respect to third persons, of either organization or of any Local Union, International Grouping or affiliates of either organization, and, further, shall not impair the status of such organization in any pending action or proceeding, or any right, title or interest in any property, or arising from any deed, bonds, mortgages, leases or contracts of any kind including but not limited to recognition agreements and collective bargaining agreements, or the continuity thereof.

2. This merger/affiliation shall not impair or otherwise affect any federal, state, provincial or territorial certification, or any rights or obligations of such organizations under any collective bargaining agreements, or check-off authorizations, but all rights, privileges, duties and responsibilities, vested in either the ITU or the CWA or Local Unions, or International Groupings or affiliates of either, pursuant to such contracts or certifications are to be deemed as vested in the merged organization or any Local Union, or Grouping or affiliate thereof.

D. SERVICE CONTINUITY

The ITU Negotiated Pension Plans and any other benefit that is presently provided by the ITU, shall be continued by the CWA for applicable ITU Officers, Representatives, Organizers or other employees and accrued service in such pension and other benefits shall not be impaired by virtue of the merger. ITU Officers, Representatives, Organizers or other employees shall be covered by the CWA health insurance plans. The CWA will assume the financial responsibility for the continued health insurance coverage for former ITU officers and staff who are presently provided coverage by the ITU.

E. REVENUE

In addition to the revenue to the merged organization as provided in the merger document, each member of the Sector (active and retired) will pay \$1.00 per month to the Sector for the Mortuary Fund. The Sector may assess members additional amounts pursuant to the Bylaws of the Sector in order to provide additional benefits or services if desired.

IN WITNESS WHEREOF, the parties hereto, being fully authorized by the Executive Council of the ITU and the Executive Board of the CWA, have set their hands and seals this 9th day of February, 1987.

INTERNATIONAL TYPOGRAPHICAL UNION

(s) *Robert S. McMichen*, President

COMMUNICATIONS WORKERS OF AMERICA

(s) *Morton Bahr*, President