

## PPMWS AGREEMENT

This Agreement is between the Communications Workers of America, AFL-CIO ("CWA"), through its authorized representative, and the Laws and Finance Committee of the Printing, Publishing and Media Workers Sector of the CWA.

WHEREAS, the parties recognizes the importance of maintaining a fully functioning Printing, Publishing and Media Workers Sector (PPMWS) and that any severe cuts to the PPMWS budget would inhibit the ability of the PPMWS to function effectively; and

WHEREAS, The Printing, Publishing and Media Workers Sector recognizes that the PPMWS has an obligation to help meet its financial needs, to the best of its ability, so it can continue to function as a viable entity; and

WHEREAS, the intent of this Agreement is to allow the PPMWS sufficient time to make the necessary changes that would bring the PPMWS budget inline with its income;


NOW THEREFORE the parties agree as follows:

1. The Printing, Publishing and Media Workers Sector will continue to function as an independent Sector and continue to maintain full control of all its assets and finances. The PPMWS will continue to operate under the Printing Sector Bylaws, the Merger/Affiliation Agreement and the CWA Constitution, except where changed by this agreement.
2. The PPMWS delegates will elect a PPMWS Executive Officer/Sector President to run the day to day operations of the Printing, Publishing and Media Workers Sector at the July 2011 Sector Conference and every four years thereafter. The PPMWS Executive Officer/Sector President will sit on the CWA Executive Board and will have all the rights of other members of the CWA Executive Board.
3. Beginning with budget year 2011-2012, and all times thereafter, the PPMWS budget shall include the cost of:
  - a. The PPMWS Executive Officer/Sector President,
  - b. Two (2) fulltime representatives and additional help when needed in special situations,
  - c. Two (2) clericals for a reasonable period of time to implement an orderly transition, thereafter (1) clerical.
  - d. Rent for the current office space,

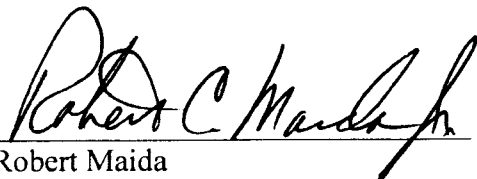
- e. The quarterly publication of the PPMWS publication,
  - f. All arbitration and legal costs as specified in the Merger/Affiliation Agreement,
  - g. The Sector Conference will be held every two years prior to the CWA Convention. Meeting rooms and budget provided by CWA for the PPMWS Conference. The PPMWS may hold additional meetings during off years at the PPMWS's expense, and
  - h. Normal day-to-day operating expenses.
  - i. Should a significant change in dues income occur, the parties will discuss and mutually agree to changes in staffing needs, if necessary.
4. The Laws and Finance Committee will support and recommend for approval, to the delegates of the 2011 PPMWS Conference, the following items:
- a. The PPMWS will contribute one-hundred thousand dollars (\$100,000.00) yearly toward the PPMWS budget for the next four (4) years, to help cover any deficit spending. Such contributions will begin with budget year 2011-2012, and the funds shall be transferred to the appropriate CWA operations account at the end of each quarter. If requested, CWA will provide all information needed to substantiate such PPMWS deficit,
  - b. PPMWS Executive Officer/Sector President - The PPMWS Executive Officer/Sector President will be elected in accordance with the PPMWS Bylaws. However, the compensation for such position will be \$120,000 per year and any future increases equal to the percentage increase, if any, for the other CWA officers. All other benefits will be the same as other CWA officers except that the Sector President will receive the NPP at the same contribution rate as other Sector representatives instead of the CWA pension. The PPMWS Executive Officer/Sector President will be under the direction of the PPMWS and work exclusively for the PPMWS except as provided for in the CWA Constitution, Article XII, Section 8,
  - c. The PPMWS Executive Officer/Sector President will not be required to maintain residence in the Washington DC area,
  - d. The Laws and Finance Committee – In addition to their regular duties, the Laws and Finance Committee will function as an executive committee on all matters pertaining to the PPMWS. The five (5) committee members will be elected at the PPMWS Conference to a four year term. There will be no compensation for such committee members other than expenses and lost time, and

- e. Sector Office – The PPMWS may move its office to a location other than CWA Headquarters upon agreement with the CWA. A request to relocate the Sector offices will not be unreasonably denied provided the new location is cost neutral.
5. All terms and rights guaranteed to the PPMWS under the Merger/Affiliation Agreement shall remain unchanged and unabated except as specifically modified in this Agreement.
  6. CWA will provide assistance to develop new organizing strategies geared toward smaller groups which are representative of the companies the PPMWS locals have contracts with; and the CWA Label is a valuable tool for organizing such smaller groups.
  7. The parties will propose to the 2011 CWA Convention the requirement of the CWA Label on all CWA printing.
  8. If the PPMWS delegates approve the above changes, the parties will propose to the 2011 CWA Convention that the CWA Constitution be amended per the attach agreed-to changes to the CWA Constitution.
  9. In the event an alleged violation of this Agreement occurs and/or the parties have a dispute over the terms, the parties will immediately meet to resolve such dispute. If the dispute cannot be resolved within 30-days, dispute resolution may be engaged at any time by either party before a mutually-agreed upon third party neutral. This arbitrator shall have no power or authority to add to, subtract from, alter, amend or modify any of the terms of the Agreement. Expenses of arbitration, including all transcript costs, shall be shared equally by the parties, and the award of the arbitrator shall be final and binding. Both parties waive any right to appeal the dispute and/or the arbitration to the CWA internal appeals procedure.
  10. This entire agreement is subject to approval by the PPMWS delegates at the July 2011 Sector Conference.


IN WITNESS WHEREOF, the parties hereto set their signatures:

  
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 Larry Cohen  
 President  
 Communications Workers of America

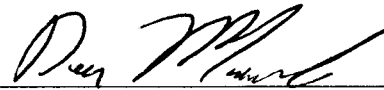
July 8, 2011  
 \_\_\_\_\_  
 DATE

  
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 Robert Maida  
 Chairman  
 PPMWS Laws & Finance Committee


July 8, 2011  
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 DATE

  
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Art DeIanni  
PPMWS Laws & Finance Committee

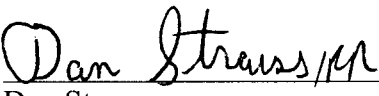
7-8-2011  
DATE

  
\_\_\_\_\_  
Don McConnell  
PPMWS Laws & Finance Committee

7-8-2011  
DATE

  
\_\_\_\_\_  
Mark Pullium  
PPMWS Laws & Finance Committee

7/8/2011  
DATE

  
\_\_\_\_\_  
Dan Strauss  
PPMWS Laws & Finance Committee

7/8/2011  
DATE

## Proposed Amendments to the CWA Constitution

Date: June 6, 2011

*Deletions are indicated by ~~strikethrough~~; additions are indicated in **bold**.*

### Amend Article IX, Section 1

#### *Section 1*

The Executive Board of the Union shall consist of the following:

(a) The President;

(b) The Executive Vice President;

(c) The Secretary-Treasurer;

(d) The Vice Presidents (District; Telecom and Technology; Public, Health Care and Education Workers; ~~Printing, Publishing and Media Workers Sector; TNG-CWA Sector; NABET-CWA Sector; IUE-CWA Division, and AFA-CWA Sector~~);

**(e) The Printing, Publishing and Media Workers Sector Executive Officer;**

~~(e)~~ **(f)** Four At-Large Diversity Executive Board Members. The four At-Large Diversity Executive Board members shall represent four separate geographical areas within CWA as follows:

(1) At Large Diversity Executive Board Seat (Northeast Region): Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Newfoundland, Nova Scotia, Prince Edwards Island, New Brunswick, Ontario, Quebec, London, Frankfurt.

(2) At Large Diversity Executive Board Seat (Southeast Region): Alabama, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Pennsylvania, Puerto Rico, South Carolina, Tennessee, Virginia, West Virginia.

(3) At-Large Diversity Executive Board Seat (Central Region): Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, Wisconsin.

(4) At-Large Diversity Executive Board Seat (Western Region): Alaska, Arizona, California, Colorado, Hawaii, Idaho, Iowa, Nevada, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, Wyoming, Alberta, British Columbia, Manitoba, Northwest Territories, Nunavut, Saskatchewan, Yukon Territory, Hong Kong, Narita Tokyo.

~~(f)~~ **(g)** The Director of CWA-SCA Canada.

## Amend Article XII, (title)

Article XII—~~Duties of Officers and Their Duties~~ **other Executive Board Members**

## Amend Article XII, Section 4

~~Section 4—Vice Presidents—District; Telecom and Technology; Public Health Care and Education Workers; TNG-CWA; NABET-CWA; IUE-CWA and AFA-CWA and CWA Sectors~~

## Amend Article XII, Section 8

~~Section 8—CWA Printing, Publishing and Media Workers Sector Vice President~~**Executive Officer**

The President of the Printing, Publishing and Media Workers Sector of CWA shall also be the CWA Printing, Publishing and Media Workers Sector ~~Vice President~~**Executive Officer** who shall be responsible under the direction of the Executive Board for coordinating matters of common concern and interest with respect to contracts, wages, hours of employment and other working conditions with the units of the Printing, Publishing and Media Workers Sector.

The ~~Vice President~~**Executive Officer** shall:

(a) Act under the direction of the President and perform such duties as may be assigned by the President or the Executive Board;

(b) Recommend to the President the employment of such personnel as may be required;

(c) Recommend to the President that services of such personnel as may be assigned to the ~~Vice President~~**Executive Officer** be terminated for cause;

(d) Supervise full-time and part-time personnel as may be assigned to the ~~Vice President~~**Executive Officer** and employ and terminate the employment of clerical forces subject to the limitations of the budget;

(e) Preside at meetings;

(f) Hold no other office in the Union and shall not be engaged in any other employment. The ~~Vice President~~**Executive Officer** shall receive the annual salary established for the office of the ~~Vice President~~**Executive Officer** by the Convention, payable in twelve (12) equal monthly installments.

## Amend Article XV, Section 2 (title)

~~Section 2—Vice Presidents, PPMWS Executive Officer and At-Large Diversity Executive Board Members~~

## Amend Article XV, Section 2(b), (d) and (e)

(b) The duly elected President of the Printing, Publishing and Media Workers Sector of CWA shall be the CWA Printing, Publishing and Media Workers Sector ~~Vice President~~**Executive Officer** and shall be elected in accordance with the Sector Bylaws and the CWA Constitution. The duly elected President of the TNG-CWA Sector shall be the TNG-CWA Sector Vice President and shall be elected in accordance with the CWA Constitution and the merger agreement. The duly elected NABET-CWA President shall be

the NABET-CWA Sector Vice President and shall be elected by delegates representing NABET-CWA members in accordance with the CWA Constitution and NABET-CWA Sector Bylaws. The duly elected President of the IUE-CWA Division shall be the IUE-CWA Division Vice President and shall be elected in accordance with the IUE-CWA Rules and the CWA Constitution. The duly elected President of the AFA-CWA Sector shall be the AFA-CWA Sector Vice President and shall be elected in accordance with the AFA-CWA Rules and the CWA Constitution.

(d) Beginning in 2011, the term of office of Vice President, **PPMWS Executive Officer and At-Large Diversity Executive Board Members** shall be four years or until their successors have been duly elected and qualified.

(e) In the event a vacancy occurs in the Office of Vice President, **PPMWS Executive Officer** or At-Large Diversity Executive Board Member for any reason, an election shall be held at the next regular Convention for the purpose of electing a Vice President, **PPMWS Executive Officer** or At-Large Diversity Executive Board Member to fill the unexpired term.

## Amend Article XVIII, Sections 2, 6(e), 7 and 8

### *Section 2—Notification*

After a strike vote has been taken by a Local or groups of Locals in a District or Region and a strike is imminent, the Vice President, **PPMWS Executive Officer** or the Director of the CWA-SCA Canada shall notify the President of the Union in writing.

### *Section 6—Procedure for Local Strike Vote*

(e) Copies of notice of the result of strike vote shall be sent to the Vice President, **PPMWS Executive Officer** and to the President of the Union.

### *Section 7—Local Strike Assistance*

When Locals, not directly involved in the negotiations, the breakdown of which has caused or is about to cause a strike, desire to aid the striking Local or Locals by strike action, they shall first notify the Vice President, **PPMWS Executive Officer** and President of the Union of such desire, and, if they receive approval by the Convention or the Executive Board, they shall proceed according to the provisions of Section 6 of this Article.

### *Section 8—Termination of Local Strikes within a District*

(a) A Local or Locals engaging in a Local strike may terminate such strike in accordance with Local Bylaws and Rules and approval of the Vice President or **PPMWS Executive Officer**.

(b) The Convention or Executive Board may terminate such strike by majority affirmative vote.

## Amend Article XXI, Section 1

### *Section 1—Petition for Recall of Union Officers and Executive Board Members*

A petition for recall of an officer of the Union or any member of the Executive Board, including the **PPMWS Executive Officer**, At-Large Diversity Executive Board Members and the Director of CWA-SCA Canada:

(1) May be preferred by one-third (1/3) of the full membership of the Executive Board;

(2) May be preferred by twenty percent (20%) of Locals representing twenty percent (20%) of the membership of the Union;

(3) May be preferred against a Vice President of a District by twenty percent (20%) of the Locals representing twenty percent (20%) of the membership within the District, and may be preferred against the Telecom and Technology Vice President; Public; Health Care and Education Workers Vice President; ~~Printing, Publishing and Media Workers Sector Vice President;~~ the TNG-CWA Sector Vice President; the NABET-CWA Sector Vice President; the IUE-CWA Division Vice President; the AFA-CWA Sector Vice President; **the Printing, Publishing and Media Workers Sector Executive Officer**; and the Director of CWA-SCA Canada by twenty percent (20%) of the Locals representing twenty percent (20%) of the membership of the units the affected Vice President, **the Printing, Publishing and Media Workers Sector Executive Officer** or the Director of CWA-SCA Canada represents;

## Amend Article XXII, Section 7

### *Section 7*

(a) A Vice President of a District may be recalled by the Delegates from that District at an International Convention by two-thirds (2/3) vote of those voting on the question, or by a referendum among the members of the Union in the District if two-thirds (2/3) of the votes cast in such referendum favor recall.

(b) The Telecom and Technology Vice President may be recalled by Delegates at an International Convention, who represent the membership of their respective bargaining units, by a two-thirds (2/3) vote of those voting on the question or by a referendum among the members of the Union in the units the Vice President represents, if two-thirds (2/3) of the votes cast in such referendum favor recall.

(c) The Public, Health Care and Education Workers Vice President, the Printing, Publishing and Media Workers Sector ~~Vice President~~ **Executive Officer**, the TNG-CWA Sector Vice President, the NABET-CWA Sector Vice President, and the IUE-CWA Division Vice President may be recalled by delegates at an International Convention, who represent the membership of their respective units, by a two-thirds (2/3) vote of those voting on the question, or by a referendum among the members of the Union in the units the affected Vice President **or PPMWS Executive Officer** represents, if two-thirds (2/3) of the votes cast in such referendum favor recall.

(d) The AFA-CWA Sector Vice President may be recalled by delegates at an International Convention, who represent the membership of the AFA-CWA Sector, by a majority vote of those voting on the question or by a referendum among the members of the Union in the AFA-CWA Sector, if two-thirds (2/3) of the votes cast in such referendum favor recall.

(e) The Director of CWA-SCA Canada may be recalled by the Delegates from that region, at an International Convention by two-thirds (2/3) vote of those voting on the question, or by a referendum among the members of the Union in the region if two-thirds (2/3) of the votes cast in such referendum favor recall.