

Agreement of Dissolution
between the
Printing, Publishing and Media Workers Sector of CWA
and the
Communications Workers of America, AFL-CIO

This Agreement is between the Communications Workers of America, AFL-CIO (“CWA”), through its authorized representative, and the Printing, Publishing and Media Workers Sector of the CWA (“PPMWS”), through its authorized representative.

WHEREAS, the parties fully recognize the changes that have occurred, to the overall printing industry and organized labor, since the signing of their original Merger Agreement in 1987, which has aided in the significant decline of members within the PPMWS; and

WHEREAS, the parties recognize the necessity and obligation of strengthening and keeping locals fully functioning within the Union and, it is the parties’ intent, with this Agreement, to expand services to all members and Locals of the PPMWS; and that the members are better served when locals are fully functioning; and

WHEREAS, the parties further recognize the need for additional consolidations, within the Union, of not only the PPMWS, but other Sectors, Districts and locals, and encourage all representatives of the Union to expeditiously explore and adopt further consolidations; and

WHEREAS, the PPMWS and CWA agree upon the following terms, objectives, purposes, principles and procedures to accomplish the dissolution of the PPMWS, minimize any disruptions that may occur, and how the consolidation of PPMWS locals into CWA Districts shall occur;

NOW THEREFORE the parties agree as follows:

1. This entire Dissolution Agreement (hereinafter “Agreement”) is subject to approval by the PPMWS delegates at the July 2019 Sector Conference in Las Vegas, Nevada. All other business at the PPMWS Sector Conference shall be suspended so adequate deliberation and debate can be given to this Agreement. This Agreement must be approved in its entirety and may not be amended by any action. The PPMWS President and the Laws and Finance Committee will support this Agreement.
2. In the event that the delegates of the 2019 PPMWS Sector Conference approve the Agreement, the effective date of the dissolution of the PPMWS will be immediate, and all the terms set forth below will take effect at 11:59 p.m. on the 27th day of July 2019.

3. In the event that the delegates of the 2019 PPMWS Sector Conference do not approve this Agreement, the CWA and PPMWS maintain any and all rights, known or unknown, that existed prior to the delegates' action, and may take any and all action either party deems appropriate.
4. All 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 all PPMWS 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 Agreement and shall always be, at the time of dissolution, and any time thereafter, exclusively vested in the Local.
5. Effective with the approval of this Agreement, all PPMWS locals will merge into their respective CWA Districts; in locals where their current area and/or jurisdiction covers more than one District, their home District will be where their local's office is currently located. Each local shall have full and regular access to the resources of their respective Districts, including but not limited to: contract and bargaining representation; grievances, arbitrations and paid legal costs of such grievances and/or arbitrations; mobilization, and all other rights and privileges under the CWA Constitution as other CWA locals. In accordance with the CWA Constitution, the merger of Local Unions within other CWA Locals, while encouraged, will be voluntary and not be compelled.
6. PPMWS Locals may retain their Local Union names and numbers if they so desire.
7. All PPMWS locals' dues structure shall remain unchanged and remain bottom up: Locals are responsible for remitting their International dues to CWA no later than Constitutionally mandated. Such member dues shall be as follows:
 - a. Each active member will pay .61 percent of projected straight time monthly earnings, to the CWA. In the event that the CWA Constitution changes the amount of the International dues hereafter, the above percentage will be amended proportionately.
 - b. Each active member will pay no less than .69 percent of projected straight time monthly earnings, to the Local. In the event that the CWA Constitution changes the amount of Local dues hereafter, the above percentage will be amended proportionately.
 - c. Each member who is classified Not-at-the-Trade or Proprietor will be required to pay \$10.00 per month to CWA unless Constitutionally changed, and Local dues will be in accordance with the Local's Bylaws. For sick, disabled and unemployed members who have no earnings during the month, \$1.00 per month to CWA unless Constitutionally changed, and Local dues will be in accordance with the Local Bylaws.

- d. Retiree dues and rights shall be in accordance with the attached PPMWS memo of October 10, 2014.
8. All PPMWS members and locals shall continue to have all the same rights and privileges (i.e. governance, strike fund, etc.) as defined and determined by the CWA Constitution as all other CWA Locals within CWA.
9. PPMWS Committee – The current president and Laws and Finance Committee members shall become the Transition Committee. This Committee shall serve until December 31, 2021. However, this Committee may be dissolved earlier if in the Committees opinion, such transition has been satisfactorily completed. The Committee shall elect, from within their body, who will serve on the International Allied Printing Trades Association (“IAPTA”) Board of Governors. Such term will be in accordance with the IAPTA Agreement. In the event of any vacancy, the Committee members will elect to fill the position. This Committee shall also be responsible for the registration, application and maintenance of the CWA Label. All expenses of performing such duties shall be paid for by CWA and under the CWA HQ Budget. Once the Committee has been dissolved, the CWA President shall appoint the IAPTA representative in accordance with Article XVI, Section 11, of the CWA Constitution.
10. PPMWS SIF Funds – All PPMWS SIF funds in the Media Silo, now and in the future, will be reserved and dispersed as requested, to each respective District, on a per capita basis. The Districts will utilize these SIF’s, now and in the future, to aid in the transition, dissolution, and representation of the PPMWS and its now former members.
11. PPMWS Funds – All PPMWS funds (General Fund, Operational Fund and Strike Fund) shall be dispersed to Locals with PPMWS members, on a per capita basis of PPMWS members, as determined by the PPMWS, to augment Local budgets for member services.
12. PPMWS Personnel – The PPMWS shall cease to have a designated seat on the CWA Executive Board immediately. The one represented staff and the two non-represented employees working for the PPMWS/CWA shall stay employed until and including December 31, 2021, to aid in the orderly transition, the processing and disbursement of PPMWS funds on or before December 31, 2021, and close down the PPMWS. Any and all expenses of the two non-represented employees, until December 31, 2021 shall be processed the same as represented employees. As severance, CWA shall provide fully paid life, health, dental and vision insurance, to each of the three employees, until and including December 31, 2023. Such insurances shall be at the same level of coverage as their respective elections for plan year 2019, and the same benefit levels as represented CWA employees. The PPMWS delegates, in conjunction with the approval of this Agreement, may adopt, in their sole and absolute discretion, individual severance packages for each of the three (3) employees, to be paid out and subtracted from the PPMWS Funds, as defined in number 12 above, on January 1, 2022.

13. PPMWS Office – The PPMWS office Lease shall not be renewed past December 31, 2021 and all of its contents (i.e. desks, computers, furniture, cabinets, office equipment, etc.) shall be donated to the nonprofit charity of the UPH Foundation.
14. The parties recognize that the PPMWS is to contribute \$100,000 per fiscal year to offset any deficit spending. The PPMWS has contributed \$25,000 thus far for fiscal year 2018-2019, but the remaining \$75,000 does not need to be paid with the approval of this Agreement and the \$100,000 contribution is now null and void with the approval of this Agreement. However, in the event that the PPMWS delegates reject this Agreement, the PPMWS will immediately contribute \$75,000 to CWA in accordance with the amendment signed June 2015.
15. This Agreement replaces the Merger Agreement of 1987, its amendments, and any and all other agreements known or unknown between the parties, upon its approval and signing.

IN WITNESS WHEREOF, the parties hereto set their signatures this 27th Day of July 2019:

Chris Shelton
President
Communications Workers of America

Daniel Wasser
PPMWS President

Don McConnell
Chairman
PPMWS Laws and Finance Committee

Michelle Tovo
Secretary
PPMWS Laws and Finance Committee