

Amended merger pact ratified 15-0 by IEB; convention is next

Washington — An amended agreement for merger of TNG and the International Typographical Union at the international level was approved unanimously by TNG's International Executive Board on April 20, the third day of its spring meeting.

The agreement, which the IEB characterized as "a vastly improved document over its predecessor," had been concluded by the special merger committees of the two unions 11 days before at ITU headquarters in Colorado Springs.

Both the IEB in its action and the unions' presidents in announcing the new agreement

pointed especially to its financial provisions as being greatly strengthened over those in the document which was withdrawn from the ratification process last December.

The new proposal "repairs the financial defects found in the first agreement and answers many specific criticisms leveled" at it as well, the IEB said.

Its key financial provisions are "based on membership figures measured more realistically than last year's," said TNG President Charles A. Perlik, Jr., and ITU President Joe Bingel.

[A detailed examination of the changes in the agreement begins

at the bottom of this page. The complete, official text of the amended agreement, with changes in bold-face type, is published as a pull-out section in this issue of the Guild Reporter, beginning after Page 2.]

TNG's 12-member Special Merger Committee was unanimous in its endorsement of the amended agreement, which would create a new union named the Media Workers International Union, ITU/TNG, the name itself a change from last year's proposal.

The ITU's 12-member Special Merger Negotiating Committee was "near unanimous" in pledging to support ratification of the

amended proposal, Bingel and Perlik reported after the committees' April 7-9 meeting. Two on the ITU committee said they were withholding judgment; a third, ITU Secretary-Treasurer Thomas W. Kopeck, said he opposes it, as he did last year's.

Next step under the procedure delineated in TNG's Constitution for ratification of a merger proposal is consideration by TNG's 1983 Convention, June 27-July 1 in Cleveland.

The final step, if the convention acts affirmatively, will be a Guild-wide referendum held simultaneously with a vote by the ITU's membership, with balloting

probably in mid to late September.

If approved by each union's membership, the merger would become effective with the Founding Convention, held as early as possible in 1984 in Washington, D.C.

The IEB approved the amended agreement on a unanimous roll-call vote after spending an hour and a half formally reviewing the changes from the earlier document, which it also had approved unanimously in October during its fall meeting.

Pointing out that the agreement was developed during more than five years of "patient and

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PERLIK, DALE TOO

Five VPs declare for seats

Washington—Three of TNG's incumbent vice presidents at large and at least two of the incumbents elected regionally expect to seek re-election this summer, they said during the International Executive Board's spring meeting.

TNG President Charles A. Perlik, Jr., and Secretary-Treasurer Charles Dale, the union's only two full-time elected officers, as well as International Chairperson Harry S. Culver of the (U.S.) Wire Service Guild also said they will seek re-election.

At the same time, Carol D. McGarvey of Philadelphia announced that she will seek one of the union's six at-large vice presidencies and Lee C. Clifford of Canadian Wire Service announced that he will be a candidate for the regional seat from Canada East, to which John M. Lowe of Southern Ontario (Toronto) said he will not seek re-election. Lowe said he will nominate Clifford to replace him in the seat.

At-large incumbents who said they expect to run are William T. Davis of San Jose, Robert C. Holt, Jr., of St. Louis and David M. Mulcahy of New York.

Incumbents Joyce Walker-Tyson of Detroit and Dianne M. Martino of the Manchester Guild

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The

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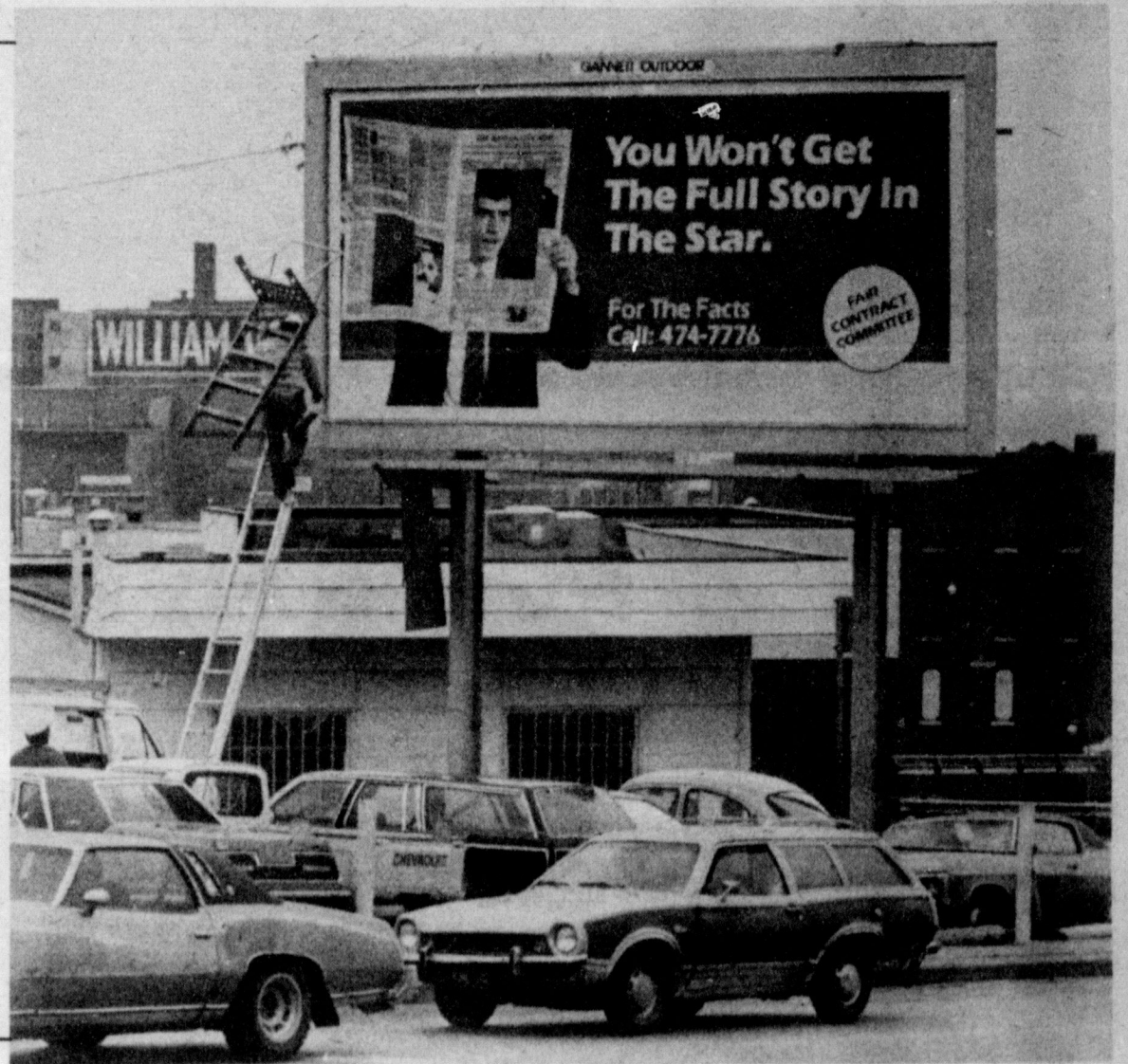
Washington, D.C.

April 22, 1983

'Papering' Kansas City

Sign painter descends ladder after putting up one of 22 billboard messages in the Kansas City, Mo., area as part of the International Typographical Union's campaign there against the Capital Cities-chain's Kansas City Star, where printers and mailers have been without contracts since 1980. Billboards refer to refusal of an ad from a nation-wide citizens' committee explaining the bargaining dispute.

The effort is part of a larger corporate campaign aimed at CapCities that also includes a shareholder's resolution to CapCities' annual meeting—May 5 in Buffalo—which would require officers to make a detailed written report on its "labor relations and policies." [Guild Reporter, March 11 and April 8]. The billboards have been rented from a firm owned by the Gannett chain.



Key changes made in dues and officers

THE AMENDED agreement for merger of TNG and the International Typographical Union would create a new international union—the Media Workers International Union, ITU/TNG—with a much stronger financial structure than last year's document.

It would do so principally through changes in the merged union's dues structure and reduction of the number of full- and part-time officers during the new union's four-year transition period of shared leadership.

And it would do so on a projected, combined membership base reduced slightly from that contained in projections last fall that resulted in sus-

pension of procedures for ratification of the document that had been completed in the waning days of the summer.

At the same time, the amended agreement leaves intact by far the largest part of the original document—its provisions for merging the structures and operations of TNG and the ITU at the international level by consolidating and melding the two unions' policies and procedures, staff and other resources.

Under the amended agreement, as under the first, the merged international union would have among other things:

- ✓ Minimum monthly dues provisions under which dues would not be increased as a result of merger for members of either of the predecessor unions.

- ✓ Annual conventions where, on roll calls, each local's votes would be the total of its membership plus 50.

- ✓ Union-wide contract goals, some mandatory for locals to propose to employers.

- ✓ A guarantee that, while local mergers would be encouraged, they would be matters of local option requiring referendum approval by the membership of each local involved.

- ✓ A policy of respecting picket lines, including payment of defense fund benefits to members who do.

- ✓ A two-tier leadership structure: a full-time International Executive Council (IEC), as in the ITU, and an International Governing Board (IGB), similar to TNG's International Executive Board.

- ✓ After the four-year transition period, three-year terms of office on both the IEC and the IGB.

- ✓ A simple majority of votes cast prevailing on all questions before all international bodies.

In addition, provisions are con-

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Key changes made in dues and officers

(Continued from Page 1)

tinued that headquarters would be located in Colorado Springs and that there would be a Canadian office and an office in Washington, D.C.

Another unchanged provision also would require that a special committee, with equal representation from both predecessor unions, be formed "immediately upon adoption of the merger agreement" on moving headquarters to Washington.

UNDER THE amended merger agreement, the MWIU's operating income would be increased through a dues structure that would reduce international dues for members of former ITU locals by less than they would have been reduced under last year's document.

At the same time, the changes also

provide mechanisms under which former ITU members' international dues could continue to be reduced and under which the time could be shortened until members of locals of both predecessor unions would have identical international-dues obligations.

As originally, former Guild locals would continue to pay international dues on a per-capita basis in the same annually adjusted amount as now.

TNG's per capita increases by 57 cents, to \$9.64 a month, as of May 1 under the formula in TNG's Constitution that adjusts the amount each spring to reflect the increase in the average of reporters' top minimums.

That annual adjustment would continue under that formula until former TNG members' international-dues obligations match those of members of former ITU locals.

At that point international dues for all MWIU members would be that dollar amount, which then would be adjusted each Dec. 1 under a formula utilizing the annual increase in the average of reporter top minimums, printers' day scales and mailers' day scales in all contracts.

Initial international-dues rate for members of former ITU locals under the amended agreement would be $\frac{3}{4}$ of 1 percent of regular straight-time earnings to a maximum of \$845 a week. Under the earlier document it was to have been a flat \$11 per month.

ITU members currently pay international dues of \$1 plus 1 percent of straight-time earnings, with no cap. At that rate, a printer or mailer making the average of all printer and mailer day scales in effect on last Dec. 1—\$444.94 a week—would pay \$20.27 a

month in international dues. Under the initial rate in the amended merger agreement that same printer or mailer would pay \$5.80 a month less, or \$14.47, in international dues.

Another part of the same amendment to the merger agreement provides for further reduction of former ITU members' international dues, reductions in the MWIU's projected annual operating expenses permitting, until former ITU members' percentage dues, "converted to a dollar amount, is identical to the per-capita payment" of members of former TNG locals.

Income and expense estimates for the MWIU's first year, made to both unions' merger committees by ITU Secretary-Treasurer Thomas W. Kopeck, projected a balanced operating budget for the year for the new union

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RAYMOND CROWELL/Washington-Baltimore Guild (Widelux; 26mm, 1/15 at f5.6)

TNG's International Executive Board ponders the amended TNG-ITU merger agreement in the Heywood Broun room at TNG headquarters.

IEB okays merger pact; convention is next

(Continued from Page 1)

conscientious negotiations," the IEB called the new proposal "a tighter, tidier instrument [for] uniting more than 70,000 members" of TNG and the ITU "into a new, stronger, more aggressive international union."

Stating their joint belief that "we've corrected whatever flaws became apparent in the first version" of the agreement, Perlik and Bingel said the merged union created under the amended document "holds out even more promise" of being "effective" and "viable."

With its combined memberships and resources, said the IEB, the merged international will be able to "meet more effectively the challenges of a changing industry, further advance and protect" its members and "more quickly organize the unorganized." At the same time, it said, the MWIU will preserve both predecessor unions' "democratic nature and institutions." [Full IEB text, this page.]

Perlik said that the new agreement's full text is being distributed to all Guild members now through the Guild Reporter to enable them, as well as delegates to the Cleveland Convention, to make an informed decision on it.

Persons who join the Guild between now and the time of the referendum that would follow convention approval of the agreement will be mailed copies of the agreement-text Guild Reporter supplement by TNG upon its receipt of notification of the new members' names and address.

In addition, TNG plans to do

Text of the IEB's action

Following is the text of the resolution passed unanimously by TNG's International Executive Board on April 20 approving the proposed merger agreement between TNG and the International Typographical Union.

The Merger Agreement between The Newspaper Guild and the International Typographical Union, dated April 9, 1983, is a vastly improved document over its predecessor. It repairs the financial defects found in the first agreement and answers many specific criticisms leveled at the latter.

It now is a tighter, tidier instrument uniting more than 70,000 members in the newspaper, graphic arts and media industries in a new, stronger, more aggressive international union whose primary goal is to win new and larger shares of the wealth these industries produce for their deserving members and families.

More than five years of patient and conscientious negotiations went into the completed version, creating a new media union which, by virtue of combined memberships and other resources, will be able to consolidate policies and procedures, meet more effectively the challenges of a changing industry, further advance and protect the interests and concerns of its members, and more quickly organize the unorganized, while protecting the democratic nature and institutions of both predecessors throughout their histories.

Therefore, pursuant to Article XXIII of The Newspaper Guild Constitution, the International Executive Board approves the Merger Agreement between The Newspaper Guild and the International Typographical Union dated April 9, 1983.

The President and Secretary-Treasurer are directed to use any available means they deem appropriate to disseminate to the membership information about the Merger Agreement and to promote its approval by the forthcoming convention and, if approved there, in the subsequent referendum.

all it can to, assist locals and district councils to set up and conduct informational forums on the amended merger agreement, as it had begun to do last year before the ratification process was suspended.

As requested by Perlik at the

outset of its meeting, the IEB is making few formal recommendations to the convention for policy actions that are not directly related to the merger proposal.

Immediately after voting its approval of the merger agreement itself, the board also signalled its

appreciation for the work of the Guild's merger committee with a round of applause, on motion of Vice President Barbara Yuncker of New York.

Members of the committee, in addition to Perlik, are: Secretary-Treasurer Charles Dale, International Chairperson Harry S. Culver and Vice Presidents John M. Lowe of Southern Ontario and Richard M. Peery of Cleveland.

Also, J. William Blatz, TNG director of field operations; Robert E. Bruner of Pacific Northwest; Edwin R. Egan of New York; Paul MacClennan of Buffalo; William H. McLeman, serving as executive secretary of Vancouver-New Westminster while on leave of absence as TNG Canadian Director; Robert A. Steinke of St. Louis, and Linda Zink of Los Angeles.

Members of the ITU merger committee, in addition to Bingel and Kopeck, are: Vice Presidents Robert S. McMichen, Robert L. Wartinger and Allan S. Heritage, Jerry Ahue of Honolulu, Charles Boykin of Raleigh, Leon Olson of the San Francisco Bay Area.

Also, Robert Petersen of Washington and ITU Representatives Robert Earles, Earl Jepperson and Thomas McGrath.

It was McMichen and McGrath who said they were withholding judgment on the amended merger document. McMichen said he wanted time to examine it more closely; McGrath, president of the ITU staff union, said he wanted to consult with other members.

Last fall after the merger document had been completed, Kopeck

had raised serious questions about its financing provisions by producing projected ITU membership figures that were 15 to 20 percent lower than those upon which the provisions were based.

He said that he has no disagreement with the membership or cost or income projections used in setting up the financing provisions in the new agreement, admitting that practically all of those figures are his.

He said he is opposed to the amended agreement because initially it would require members of former ITU locals to pay higher international dues than it would require of members of former Guild locals.

Per-capita payments to the MWIU by former Guild locals on behalf of their members would remain as they are at the time of merger, \$9.64, and continue to rise annually under a constitutional formula.

Members pay ITU locals \$1 plus 1 percent of straight-time earnings. They would pay the MWIU a flat $\frac{3}{4}$ percent of straight-time earnings to a maximum of \$845 a week. (For an examination of how much less the average ITU member would pay the MWIU, see the story that begins on the bottom of Page 1.)

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5 incumbents, 2 more to run

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said they will not run. The sixth at-large vice presidency has been vacant since February when Richard J. Roth of Buffalo resigned to become executive editor of the Terre Haute (Ind.) Tribune and Star.

The two regional incumbents who said they will run again are Thomas R. Hiltz of Boston, Region 1 (the U.S. Northeast), and Richard M. Peery of Cleveland, Region 3 (the Midwest).

In March, Vice President Charlie Ramis of Puerto Rico announced that he will not seek a second term from Region 2 and Faye McCracken of Memphis said she will seek the office, filled from the U.S. South and Puerto Rico.

The other three regionally elected incumbents—Larry D.

Hatfield of San Francisco-Oakland, Region 4 (the U.S. West), Barbara Yuncker of New York, Region 5 (New York City and vicinity), and Roger L. Stonebanks of Victoria, Canada West—said they were not yet prepared to announce their plans. Hatfield said he would do so to the Western District Council, April 30-May 1.

Clifford, an editor for the Canadian Broadcasting Corp.'s super-hour television newscast in Halifax, N.S., is making his first run for an elected TNG position after having served his 800-member local in a variety of positions.

These have ranged from shop steward through president and delegate to eight of the last nine TNG conventions. The year he missed he was employed as a TNG international representative.

From 1979 through 1981 he chaired the conventions' bargaining committees.

In December Clifford was returned to a fifth consecutive term as local vice president from the CBC branch on the local executive.

Lowe is serving his third term on the IEB and his eighth as president of the 1,800-member Southern Ontario Guild.

He also is one of the two Canadian members on TNG's Special Merger Committee.

On the IEB, he has served during all three terms on its Organizing and Constitution Committees.

McGarvey, a classified telephone salesperson for Knight-Ridder's Inquirer and Daily News, is the first nonincumbent to announce for an at-large seat on the IEB in this year's elections.

She is in her sixth year as secretary of the Philadelphia Guild and has been one of its delegates to the last four TNG conventions. She was chairperson of the 1981 Convention's Human Rights Committee and last year was chairperson of the convention's Safety & Health Committee, the first such committee at any Guild convention.

She also has served on her local's representative assembly as secretary for five years and has been on her unit's last three bargaining committees.

Among the incumbents who will seek re-election, Davis is serving his second term, Holt, his 3rd and Mulcahy, his fifth. Mulcahy also said that while he expects to run again, he has not yet made a final decision.

All three have been elected to each of their terms on Unity



JOSE KAUFMAN/Southern Ontario Guild

Picketing Thomson's HQ

Pickets in front of Thomson's corporate headquarters in Toronto protest the lockout of some 40 Typographical Union members at Thomson's Welland (Ont.) Tribune. The union is seeking an initial contract covering the paper's advertising, circulation, business and editorial department employees and a renewal of its contract covering composing-room employees [Guild Reporter, Nov. 24, 1982]. Leading the demonstrators, above, who included Southern Ontario Guild members, is Jim Buller, president, of the Toronto Typographical Union.

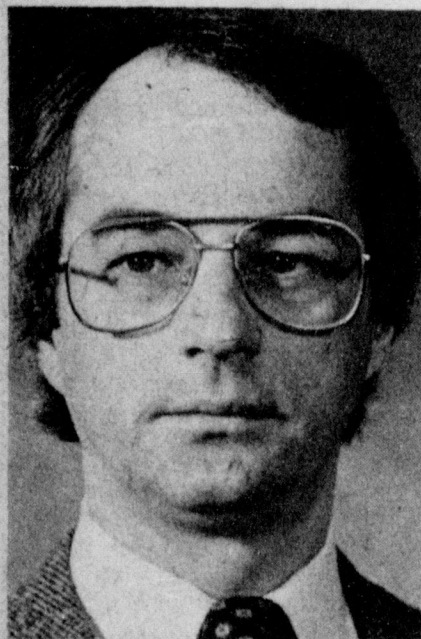
Committee slates of candidates for at-large offices.

Martino, who finished second two years ago among 12 candidates for the six at-large IEB seats, said she will not seek a second term because of changed personal circumstances. She serves on the IEB's Bargaining and Human Rights Committees.

Walker-Tyson, who finished

first among eight candidates for the six seats in 1979 and third among the 12 in 1981, said she is not running again because she feels two terms are "enough for anyone" and she plans to go back to school.

She has served on the IEB's Bargaining and Human Rights Committees in both her terms, chairing the latter since 1981.



Lee C. Clifford
Running in E. Canada



Carol D. McGarvey
Announces for at-large VP

Key changes made in dues and officers

(Continued from Page 2)

despite a continuing decline in ITU membership. The number of dues-paying Guild members was projected as remaining constant.

THE INCOME estimate projected an average of 38,600 former ITU members paying \$15.65 a month for the general fund (50 cents also would go to the defense fund each month) and \$9.64 a month from 27,500 members of former TNG locals (plus 50 cents a month to the defense fund). Kopeck's estimate also projected monthly dues at lesser rates from 3,000 former ITU-local members and 2,000 former TNG-local members working part time, as well as \$1 a month from 20,000 ITU and 1,500 Guild retirees.

It was Kopeck, last fall after the merger document had been completed, who raised serious questions about the merged union's financing by producing ITU membership projections that were 15 to 20 percent below those upon which that merger proposal's financing structure was based.

His income projections to the unions' merger committees indicated an ITU member on average would pay \$6.38 less per month in international dues to the MWIU during its first year under the amended agreement than they would pay to the ITU under its current dues structure.

Over the merged union's first year, ITU members' lower international dues would total some \$2.9 million less than they would pay under the union's current \$1-plus-1% international dues rate.

While the amended merger agreement, like last year's, would create a two-tier structure of international

leadership, each tier would be smaller than previously provided during the four-year transition period.

The IEC would have seven members, rather than nine, with four from the larger ITU and three from TNG, during the entire four years.

The reduction is in the ranks of full-time vice presidents, who would number three, rather than five, with two from the ITU and one from TNG, one less from each union. The ITU currently has three full-time vice presidents; TNG none.

The other four members of the transition IEC, as originally, would be a general president, a president, a secretary and a treasurer, with two of the offices reserved for TNG incumbents at the time of merger and the other two for ITU incumbents. Each union has elections later this year.

Also as originally, the IEC would be pared to a total of five members after the transition, a president, a secretary-treasurer and three vice presidents, all elected without regard to predecessor union membership.

The IGB, meanwhile, during the first two transition years would have a total of 32 members, rather than 38: the seven IEC members, 14 regional members (seven from each predecessor union, as before), and 11 at-large members, rather than 15. Six of the 11 would be from the ITU and five from the Guild.

For the second two transition years, the size of the IGB would be trimmed by four, to a total of 28 members, by reduction of the at-large seats to seven, with four filled by members of former ITU locals and three filled by members of former TNG locals.

As originally, after the four years of

transition membership on the IGB would total 19, all elected without regard to predecessor unions: the five full-time officers, seven members elected from the regions and seven elected at large.

In addition to a different name for the merged union—last year it was to be the Media Employees International Union, ITU/TNG—the amended merger agreement also includes the following changes:

- ✓ A pledge addressed to "if, as and when cost-cutting" might be necessary in the operation of the MWIU, states that "every effort shall be made" to make them "first" at international headquarters, rather than in the field staff. The earlier document had flatly banned cuts in the field.

- ✓ The location of the founding convention is changed to Washington, D.C., reflecting the passage of time since the initial merger ratification process was halted. It would have been in San Francisco this summer.

- ✓ Provision is made for each of the existing unions to choose for itself how to designate its representatives on the MEIU's initial corps of full- and part-time leaders during the transition period. For the second two of those four years, regional and at-large IGB members would be nominated from the ranks of the former unions for whom seats are reserved, with any contests resolved by referendums among each former union's own members.

- ✓ Reference dates in provisions that would establish officers' pay rates also are changed to reflect time lapsed since the ratification process was halted last year.

- ✓ A requirement is eliminated that in the initial proposal would have re-

quired transfer to the merged international of all funds and property held by a local whose charter might be revoked or suspended.

- ✓ A declaration of policy on servicing of locals is amended to state that it will be "in accordance with the policy governing the former ITU and TNG locals," retaining the condition that the extent of servicing will be that permitted by the merged union's finances.

- ✓ While the merged union would have no responsibility for the ITU Mortuary Plan, as in the initial document, a new provision would provide individual members of the ITU the opportunity to continue it themselves, with collections made by locals from members who sign commitments for continuing it and the MWIU setting up a separate repository for the independent effort's funds.

- ✓ A pledge that the ITU will have \$1 million in cost savings "in place or in progress" before merger is replaced by pledges that the ITU Secretary-Treasurer's Dept. will move to simplify its record-keeping and that a study committee will be formed under a vice president to recommend ways in which "procedures may be changed or combined, unnecessary functions eliminated and cost-savings effected" throughout the union.

- ✓ A provision stating that merger would result in "no job loss or reduction in salary or benefits for present staff employees" is stricken. The cost projections upon which the amended agreement's financial structure is based, however, include salaries for all present employees of both unions and raises already scheduled to become effective during the remainder of 1983.

Board asks extension of 85-15 split

Washington—TNG's International Executive Board is recommending that delegates to this summer's annual convention extend for an additional year the temporary reapportionment of per-capita payments between TNG's General Fund and its Defense Fund that was approved by the 1982 Convention.

Last year's convention approved for a 14-month period a formula under which 85 percent of each per-capita payment, less \$1.35, is allocated to the General Fund, with the other 15 percent going to the Defense Fund.

Under that action, the reapportionment is scheduled to revert July 1 to an apportionment of 80-20 percent, after deduction of the \$1.35, which goes automatically to the General Fund.

The IEB also voted to recommend that this year's convention approve a General Fund budget for the fiscal year that began April 1 totalling \$2,921,490, up 6 percent from '82-'83's operating expenditures, and an operating-income estimate for the current year of \$2,923,206, up 4 percent from fiscal '83's actual income.

The '83-'84 projections would produce a surplus for the year of \$1,716. The income estimate is based on continuation of the 85-15 income apportionment.

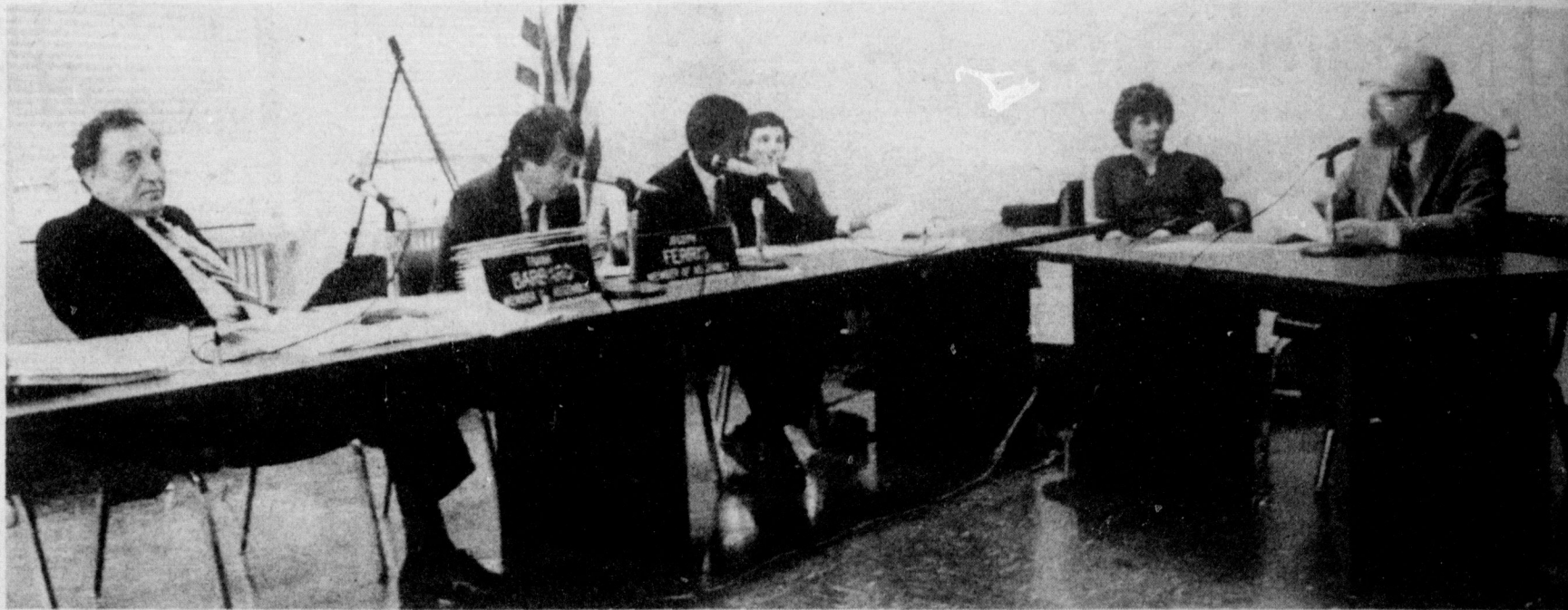
In the fiscal year that ended March 31, income to the General Fund of \$2,801,462 exceeded expenses of \$2,752,565 by \$48,897, the IEB's Finance Committee reported.

Most of the surplus, the committee said, came in the fourth quarter, when income exceeded expenses by \$37,560. Income overruns of \$10,784 and \$15,405 in the fiscal year's third and second quarters had negated a \$14,852 income shortfall in the year's first three months.

The Defense Fund's total assets stood at \$5,226,476 at the close of the fiscal year, with the "liquid portion" of that net worth "only a few thousand dollars under the \$5-million mark," the committee also reported.

TNG Secretary-Treasurer Charles Dale predicted that by the time the convention meets at the end of June, the Defense Fund's liquidity will exceed \$5 million, a goal the 1979 Convention set for achievement by next fall.

During the fourth quarter of the fiscal year, the Defense Fund



BETSY WADE/New York Guild

Endorsing VDT safety legislation for New York State

New York Assembly Member Frank J. Barbaro, left, listens as TNG's director of research and information, David J. Eisen, right, testifies during April 14 hearing by Barbaro's labor committee on the need for VDT safety legislation. Eisen was one of

six Guild leaders and members who appeared. Representatives of other unions, including the New York Typographical Union, and of manufacturers and employers also testified. The next issue of the Guild Reporter will report on what was said.

had income totalling \$250,549, while payments — primarily to strikers in Wilkes-Barre, Vallejo, Calif., and at the Amsterdam News in New York—totalled \$174,537, producing a net gain for the fund of \$76,012.

The Finance Committee's recommendation to extend the 85-15 per-capita apportionment was approved without recorded dissent by the IEB when moved by its Finance Committee.

But subsequently, when the IEB Constitution Committee proposed implementing language for recommendation to the convention, it drew a motion for a roll-call vote, in which it carried by 12 to 3.

Voting for the change were: Dale, President Perlik, International Chairman Harry S. Culver, and Vice Presidents William T. Davis, Thomas R. Hiltz, Robert C. Holt, Jr., Dianne M. Martino, David M. Mulcahy, Richard M. Peery, Charlie Ramis and Barbara Yuncker.

Voting against the change were Vice Presidents Larry D. Hatfield, John M. Lowe and Roger L. Stonebanks.

No discussion preceded the roll-call vote or the voice vote on the recommendation to extend the 85-15 apportionment.

During consideration of the Finance Committee report, on a motion by Perlik, the IEB voted to call the leaders of the (U.S.) Wire Service Guild to show cause at the IEB's pre-convention meeting why it should not move to take over the local's funds and records and reorganize its financial operations.

The action came after Dale

reported serious concern over the local's being nine months and more than \$100,000 behind in its per-capita payments to TNG.

TNG's Constitution provides for the IEB to suspend the charter and take over the financial operations of a local that fails to remit per capitas for three consecutive months.

Dale recalled that during last year's convention, when the local was three months behind in its obligations to TNG, local leaders had pledged to catch-up within months.

The day after the board's action, Perlik reported that Wire Service Guild President William Morrissey had promised to appear at the pre-convention meeting on the local's behalf and that Morrissey said he expects then to be able to report that the local has eliminated its arrearages, at least up to constitutional parameters.

Perlik said that if that occurs, he will move to table the board's action.

After the board's Wire Service action, Hatfield moved to call for the New York Guild also to appear before the IEB to explain its arrearages. The local is three months and more than \$135,000 behind, Dale reported.

Hatfield withdrew the motion, however, after several other IEB members, including Dale, Holt, Martino and Peery, pointed out that New York has improved its arrearage situation and appears to be making a good faith effort to continue to do so.

The Finance Committee, in its annual report on the status of TNG's compensatory-time obligations to its staff for weekend and holiday work, said the total as of March 31 was \$165,818.79, down from \$247,079.39 a year earlier.

Protest bias rule cuts, U.S. locals are urged

Washington—TNG has urged U.S. locals to register their opposition to Labor Dept. proposals that would dilute the affirmative steps to eliminate discrimination that firms doing business with the federal government are required to take under the Office of Federal Contract Compliance.

Many Guild-covered employees work for companies that fall under the compliance program and the proposed new regulations would adversely affect the employment and advancement opportunities of minorities and women throughout the country, said TNG Human Rights Coordinator Anna Padia.

The proposed changes would exempt large numbers of employers from the requirement that they file affirmative action plans

by raising from \$50,000, to \$100,000, the value of an affected employer's federal contracts, and the number of employees from 50, to 100.

The new rules also would place a two-year limit on raising charges of discrimination and would effectively eliminate class-action complaints under the program.

The AFL-CIO also has called on the administration to drop the proposed changes and "vigorously support the present requirements." It called for an end to the "backsliding" on 40 years of progress in programs meant to stop discrimination.

Padia said letters should be addressed to Labor Secretary Raymond Donovan and to White House aides.

What ever happened to . . . ?

Washington—TNG would like to invite delegates to the Guild's Founding Convention 50 years ago to be its guests at its 50th Anniversary Convention in Cleveland this summer.

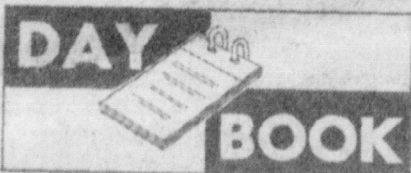
But it needs help in locating some of them; 50 is a lot of years.

Sought is any information Guild Reporter readers may have on the following, who were delegates to the Guild's Founding Convention, held in Washington on Dec. 15, 1933 (listing is alphabetical by the cities which the delegates represented):

Don Birmingham and F. W. Morrison, Buffalo; Lloyd White, Cleveland; Penrose K. Spohn, Harrisburg; Chester Keel, Newark; William Edlin and R. Z. Maiman, New York; G. Wright Lankford, Norfolk, Va.; John Butler, John Park Lee, Thomas A. Lewis, Joseph F. Palmer and Andrew McClean Parker, Philadelphia.

Also: Jack Kauffman and T. A. Ready, Reading, Pa.; A. Judson Evans, Richmond, Va.; Edward D. Burks, Tulsa, Okla.; J. B. McDonnell, Washington; and Ned Brooks, Youngstown, Ohio.

Persons with any information about any of them are asked to write or call Ellis T. Baker, TNG director of administrative operations, at TNG headquarters.



Western District Council, spring meeting and TNG seminar, "An update on VDTs" and "Safety and health committees," April 30-May 1, San Jose.

New England District Council, spring meeting, April 30-May 1, Holiday Inn, Peabody, Mass.

Middle-Atlantic District Council, spring meeting and TNG seminar, "An update on VDTs," May 7-8, Wilkes-Barre.

Great Lakes, Midwest and Southern District Councils, joint meeting, May 14-15, Ramada Inn (Union Avenue), Memphis.

International Executive Board, pre-convention meeting, June 23-24, Bond Court Hotel, Cleveland.

50th Annual TNG Convention, June 27-July 1, Bond Court Hotel, Cleveland.

International Executive Board, post-convention meeting, July 1, Bond Court Hotel, Cleveland.

The Guild Reporter



JAMES M. CESNIK, Editor

BARBARA E. NELSON, Assistant Editor

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April 22, 1983

The Newspaper Guild

1125 Fifteenth St. N.W., Washington, D.C. 2

Area Code 202-296-2990

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WASHINGTON, D.C. 20005 202/296-2990



April 22, 1983

Dear Guild Members:

We in the Guild are now, at last, about to participate in what I more than ever believe is perhaps the most important decision to face our union in the half-century of its existence: Whether The Newspaper Guild and the International Typographical Union will merge to form a new international union.

Since the proposed merger agreement first was distributed last fall, it has been amended to ensure a more efficient structure and a sound, and more realistic, financial base for the new union.

Both the Guild's Special Merger Committee and the International Executive Board have unanimously approved the amended merger agreement. It next will be considered by the Guild's annual convention in June and, if the convention approves, you will vote on the agreement in a Guild-wide membership referendum in September. Please read it carefully.

The agreement would create a new media union which, as I have said before, will be far better able than TNG or the ITU alone to meet the challenges of new technology and the economic and political climate, advance its members' economic and job interests, and extend the benefits of union organization and bargaining to new segments of the communications industry. With more than 70,000 working members, it would be the largest union in North America made up primarily of newspaper employees.

Organizing potential in traditional Guild jurisdiction would be enlarged by the presence of ITU shops in cities where the Guild is not now organized, our bargaining effectiveness would be enhanced by joint picket-line observance, available financial resources and field staff would be increased significantly. Elimination of overlapping functions promises more bite for members' bucks.

Finally, the merger agreement provides for merger of the two international unions, not of your local unions with ITU locals. The new union would encourage local mergers, but they would be a matter of local option.

Heywood Broun, the Guild's founder and first president, told a Guild Convention in 1939 that he would like to live to see the day when "we will have a union in newspapers in which we will have complete organization up and down the line, everybody in the city room, in the mechanical department and in the business office as well." He didn't live to see it. But we can.

Sincerely and fraternally,

Charles A. Perlik, Jr., President



Affiliated with American Federation of Labor and Congress of Industrial Organizations, Canadian Labour Congress, International Federation of Journalists

INTERNATIONAL CHAIRPERSON: HARRY S. CULVER, Wire Service Guild
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Proposal for MERGER

NOTICE

This is the official text of the "Merger Agreement between The Newspaper Guild and the International Typographical Union, [dated] April 9, 1983."

Read and retain it.

If TNG's 50th Annual Convention, June 27-July 1, approves the merger, you will be asked to vote in referendum, in September, to approve merger based on this document.

Provisions amended from last fall's document are in bold face.

The text: TNG-ITU Merger Agreement

THE NEWSPAPER Guild and the International Typographical Union agree to create and establish a single labor organization through the process of merger. The merger shall be effective upon referendum adoption of this Merger Agreement by the two organizations and adoption of the MWIU Constitution by the Founding Convention.

The parties agree upon the following essential items for merger.

SECTION A:

Constitutional

The initial Constitution of the merged organization shall include the following provisions among others:

I—NAME, PURPOSE, JURISDICTION, ELIGIBILITY

A. NAME

The name of the merged union shall be Media Workers International Union, ITU/TNG.

B. PURPOSES AND OBJECTIVES

The purposes and objectives of MWIU shall be:

- To advance the economic interests and improve the working conditions of its members through collective bargaining and to work for common purposes and social justice.
- To organize all eligible workers.
- To encourage and promote responsible industrial unionism, foster joint action with other unions for organizing, bargaining and defensive purposes and to affiliate with national and international labor bodies.

Topic guide*

Art.	Section A: Constitutional	Page
I	Name, Purpose, Jurisdiction, Eligibility	M 1
II	International Government	M 2
III	Dues and Finances	M 3
IV	Voting and Referenda	M 5
V	Conventions	M 5
VI	Collective Bargaining	M 6
VII	Local Unions	M 6
VIII	Miscellaneous	M 7
	Section B: Non-Constitutional	
I	Location of Headquarters and Regional Offices	M 7
II	Servicing	M 7
III	Dues and Finances	M 7
IV	Local Unions	M 7
V	Conventions	M 7
VI	Miscellaneous	M 8
VII	Founding Procedures	M 8

*Some topics also are covered in Articles whose title does not contain their name.

- To guarantee, as far as it is able, that no one it represents shall suffer discrimination of any sort, particularly in employment and advancement opportunities.
- To develop and promote honest, fair and ethical journalism, advertising and business practices and

to promote the highest standards of craftsmanship.

C. GEOGRAPHICAL AND INDUSTRY JURISDICTION

- Geographical jurisdiction shall include the United States, its territories and possessions, Canada, Puerto Rico, and such other areas as the International Executive Council (IEC) deems appropriate.
- Industry jurisdiction shall include graphic arts, newspapers, magazines, books, advertising, electronics and other information and news media, and such other areas as are deemed to be in the best interests of the organization by the IEC.
- No Local shall enter into any agreement or understanding with an employer or union determining jurisdiction without prior approval in writing of the IEC.

D. MEMBERSHIP ELIGIBILITY

- Union membership shall be open to every eligible person without discrimination or penalty, nor shall any person 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 preference, irrelevant mental or physical handicaps or anything the person writes for publication.
- Eligible for membership are:
 - Persons gainfully employed in the jurisdiction of the Union.
 - Persons gainfully employed in informational and publication activities of a governmental agency, bureau or department.

(Continued on Page M2)

(Continued from Page M1)

- (c) Persons gainfully employed by the Union, its Councils, Conferences, Locals or any other agencies which the Union may establish or recognize.
- (d) Persons gainfully employed in teaching or instructing in the skills or functions of persons eligible for membership in the Union.
3. The following shall be eligible to retain their Union membership, subject to the provisions made applicable to them in the Constitution. Any question regarding retention of membership not defined in the Constitution shall be subject to determination by the IEC.
- (a) Members who have become unemployed.
- (b) Members who have retired.
- (c) Members on leave of absence from their employment.
- (d) Members determined by the IEC to have suffered unemployment as a penalty or reprisal for activity in behalf of the Union.
- (e) Members on strike, locked out or who are observing another union's picket line at their place of employment, where the strike continues to be viable.
- (f) 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 IEC 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.
- (g) Members entering any government employment affected with the national interest during any leave of absence granted by their employers for that purpose.
- (h) Members who accept gainful employment in another bona fide union or in any other organization with which the MWIU is affiliated.
- (i) Members who assume public office, elective or appointive.
- (j) Proprietor members (members who perform no work over which the Union claims jurisdiction—genuine executives or owners) who were members on the day prior to merger. Proprietor members shall not be permitted to hold office, serve on an executive board or serve on a negotiating or grievance committee.
- (k) Not-at-the-trade members (members who perform work over which the Union claims no jurisdiction) who were members on the day prior to merger.
- (l) Members who are incapacitated.
4. Students working on college publications and college students preparing for careers in the jurisdiction of the Union shall be eligible for student membership.
5. The facts of eligibility under the Constitution shall be determined by the Local in which they arise (except as provided by Section 3d of this Article I) and shall be subject to appeal to the IEC by the person concerned or by any aggrieved member, and thereafter to the International Governing Board and to the Convention by the Local, the person concerned, or any member.

II—INTERNATIONAL GOVERNMENT

A. INTERNATIONAL OFFICERS (FULL TIME)

1. During the Transition Period the fulltime officers of the International Union shall be a General President, a President, a Secretary, a Treasurer and three Vice Presidents unless reduced or eliminated by attrition, who shall constitute the International Executive Council. The four-year Transition Period will commence on the effective date of merger. Thereafter, the terms of office shall be for three years.
- Members of the IEC for the Transition Period will be:
- The incumbent President of the ITU will become General President for the first two years, President for the second two years; the incumbent President of TNG will become President for the first two years, General President for the second two years; the incumbent Secretary-Treasurer of TNG will become Secretary for the first two years, Treasurer for the second two years; the incumbent Secretary-Treasurer of the ITU will become Treasurer for the first two years, Secretary for the second two years; two Vice Presidents designated by the ITU and one Vice President designated by TNG will become Vice Presidents.
2. THE GENERAL PRESIDENT shall have the executive functions, duties and responsibilities of the International Union, exercise general supervision of all officers and staff of the International Union,

employ and remove staff, chair and call meetings of bodies of which he is a member and over which the Merger Agreement or the International Union Constitution gives him such authority, and perform such other duties as appertain to the office or as may be required by law. The General President will be an ex-officio member of all IEC standing committees.

THE PRESIDENT, with the General President, shall carry out and supervise the administrative functions, affairs, duties and responsibilities of the International Union and shall exercise specific supervision and direction of all staff and officers other than the General President. He shall act in the place and stead of the General President, with the full powers of the General President, when the latter is unable to discharge the duties of his office due to illness or temporary disability. He shall discharge the General President's presiding powers when the General President is unable or calls upon him to do so and shall fill the office of General President in the event of a vacancy. He shall perform such other duties covering major activities and programs on an international basis as well as special duties as the General President may delegate or assign to him. The President will be a member of all IEC standing committees and shall chair the IEC's Standing Committee on Contract Bargaining.

THE SECRETARY shall be responsible for keeping a record of all proceedings of the International Union, for assembling and maintaining its permanent files and records and for maintaining and reporting on the records and status of all members. He shall supervise and arrange the preparation of convention and other major meeting facilities of the International Union, including the recording and publication of their proceedings.

THE TREASURER shall be the financial officer and custodian of funds of the International Union. In consultation with the IEC's Standing Committee on Finances, he shall prepare the International Union's annual budget. He shall arrange for the bonding of officers and employees as required by MWIU policy or by law. He shall arrange for the receipt, processing and payment of all bills, debts and other obligations of the MWIU. He shall maintain the books, financial records and accounts of the MWIU with respect to assets, liabilities, income and expenses, both for the MWIU and its various funds. He shall, along with other signators as determined by the IEC, sign all checks drawn on any account of the MWIU. He shall chair the IEC's Standing Committee on Finances.

THE VICE PRESIDENTS, through the President, shall assist the General President in carrying out all activities of the International Union and in formulating and implementing the programs and policies of the organization, including such major activities and programs on an international basis or such special duties as the General President or President shall assign and determine.

3. Vacancies

TRANSITION PERIOD, FIRST TWO YEARS—If a vacancy occurs in the office of General President (ITU), the President (TNG) shall succeed to the office of General President. The office of President then shall be filled by a member (ITU) of the International Executive Council by a vote of members of the International Governing Board of the same former union unless the vacancy occurs less than nine months prior to the next Convention. If a vacancy occurs in the office of President (TNG), the vacancy shall be filled by a member (TNG) of the IEC by a vote of members of the IGB of the same former union unless the vacancy occurs less than nine months prior to the next Convention. The offices of General President and President shall be held by members of the former opposite unions.

If a vacancy occurs in either the office of Secretary (TNG) or Treasurer (ITU), the vacancy shall be filled by a member of the IEC of the same former union by a vote of members of the IGB of the same former union unless the vacancy occurs less than nine months prior to the next Convention. The offices of Secretary and Treasurer shall be held by members of the former opposite unions.

If a vacancy occurs in the office of Vice President (ITU) filled by a mailer, the office shall be filled by a mailer member (ITU) of the IEC, or if there is none, by any other mailer member (ITU), by a vote of members of the IGB of the same former union unless the vacancy occurs less than nine months prior to the next Convention.

If a vacancy occurs in any other office of Vice President, TNG or ITU, it shall not be filled.

If a vacancy occurs among members of the

IGB who are not also members of the IEC, it shall not be filled.

TRANSITION PERIOD, SECOND TWO YEARS—Officers (Full time):

General President (TNG)

President (ITU)

Secretary (ITU)

Treasurer (TNG)

Vice Presidents (2 ITU, 1 TNG)

The offices of General President and President shall be held by members of the former opposite unions.

If a vacancy occurs in the office of General President (TNG), the President (ITU) shall succeed to the office of General President. The office of President then shall be filled by a member (TNG) of the IEC by a vote of members of the IGB of the same former union unless the vacancy occurs less than nine months prior to the next Convention.

If a vacancy occurs in the office of President (ITU), the vacancy shall be filled by a member (ITU) of the IEC by a vote of members of the IGB of the same former union unless the vacancy occurs less than nine months prior to the next Convention.

If a vacancy occurs in either the office of Secretary (ITU) or Treasurer (TNG), the vacancy shall be filled by a member of the IEC of the same former union by a vote of members of the IGB of the same former union unless the vacancy occurs less than nine months prior to the next Convention.

The offices of Secretary and Treasurer shall be held by members of the former opposite unions.

If a vacancy occurs in the office of Vice President (ITU) filled by a mailer, the office shall be filled by a mailer member (ITU) of the IEC, or if there is none, by any other mailer member (ITU), by a vote of members of the IGB of the same former union unless the vacancy occurs less than nine months prior to the next Convention.

If a vacancy occurs in any other office of Vice President, TNG or ITU, it shall not be filled.

If a vacancy occurs among members of the IGB who are not also members of the IEC, it shall not be filled.

FIRST TERM—Officers (Full time):

President

Secretary-Treasurer

3 Vice Presidents (1 a mailer)

If a vacancy occurs in either the office of President or Secretary-Treasurer, there shall be a temporary succession pending the election of a new officer. The President shall thus be succeeded by the Secretary-Treasurer and the Secretary-Treasurer by the President, the temporary successor retaining the duties of his or her own office.

If a vacancy occurs in the office of President, Secretary-Treasurer or Vice President, an election shall be held unless a vacancy occurs in the office of Vice President nine months prior to the next Convention.

Within five days after a vacancy occurs in any IEC office, the IEC shall notify all Locals. Within 30 days after the notification is mailed, the governing bodies of the Locals shall nominate candidates and nominations shall close at headquarters. In the event of a contested election for any of the offices, the International Election and Referendum Canvassing Board (IERCB) shall draw lots to determine the position of the candidates on the ballot. The election shall then be by referendum vote of the membership in accordance with the referendum election procedure herein provided. The candidate receiving the majority of votes cast shall be declared elected. In the event no candidate receives a majority vote, there shall be a runoff election between the two candidates receiving the largest number of votes, with the ballot position to be determined by lot.

All offices shall be open to all members without regard to whether the member seeking office is a former member of TNG or ITU.

4. During the Transition Period, in the event a vacancy or vacancies occur and are not filled either on the IEC or the IGB, voting among the remaining members of the IEC or the IGB will be apportioned among the remaining members of the IEC or the IGB, depending upon the body in which the vacancies are unfilled, in such a manner as to continue the same voting ratio as existed prior to the vacancy.
5. One of the Vice Presidents shall be a mailer.
6. In the event of a contingency not met by these procedures, the IGB shall take necessary action to provide for administration of the International Union.

(Continued on Page M3)

(Continued from Page M2)

B. INTERNATIONAL GOVERNING BOARD

1. **TRANSITION PERIOD, FIRST TWO YEARS:** The International Governing Board shall be composed of **seven fulltime officers** (International Executive Council) plus 14 regional members (seven TNG and seven ITU) and **11 at-large members** (five TNG and six ITU).

TRANSITION PERIOD, SECOND TWO YEARS: The IGB shall be composed of **seven fulltime officers** (IEC) plus 14 regional members (seven TNG and seven ITU) and **seven at-large members** (three TNG and four ITU) unless the number reduces by attrition.

The ITU and TNG may designate their IEC members of the IGB for the Transition Period in whatever manner each organization deems appropriate. The ITU and TNG may designate their non-IEC members of the IGB for the first two years of the Transition Period in whatever manner each organization deems appropriate.

For the second two years of the Transition Period, the ITU and TNG shall nominate (and elect where there is no contest) their non-IEC members of the IGB at the Third Convention of the MWIU. Contested candidacies shall be resolved by referendum.

2. The term of office for the IGB shall be for three years.
3. **FIRST TERM:** The IGB shall be composed of five fulltime officers (IEC) plus seven regional members and seven at-large members. Mid-term vacancies for non-IEC members of the IGB shall be filled at the next Convention.
4. No paid employee of the International Union shall hold office on the IGB. No fulltime paid officer or fulltime paid employee of a Local or a combination of Locals shall hold a regional office on the IGB.

5. The seven regions are:

Region 1—Connecticut, Delaware, Maine, Massachusetts, New Hampshire, New Jersey, New York (excepting the counties of Bronx, Kings, Nassau, New York, Orange, Queens, Richmond, Rockland, Suffolk and Westchester), Pennsylvania, 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—Colorado, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin.

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

Region 5—The New York counties of Bronx, Kings, Nassau, New York, Orange, Queens, Richmond, Rockland, Suffolk and Westchester.

Region 6, Canada East—East of Manitoba.

Region 7, Canada West—West of Ontario.

Irrespective of the foregoing, members shall vote in the region in which the headquarters of their local is located.

For purposes of this section, a member of the U.S. Wire Service Local shall vote in the region in which the member's bureau is located, a member of the Canadian Wire Service Local, in Region 6. Convention delegates of the U.S. Wire Service Local shall be deemed delegates from the

region in which their bureaus are located, delegates from the Canadian Wire Service Local, delegates of Region 6.

C. AUTHORITY1. **INTERNATIONAL EXECUTIVE COUNCIL**

The International Executive Council shall be charged with the duty of implementing the policies of the Union, the conduct of the business of the Union and such other duties as may be assigned to it by the Merger Agreement, the Constitution, the Convention and the International Governing Board, and it shall adjudicate such appeals as may appropriately be before it. It shall interpret the Constitution, subject to review by the IGB and the Convention. It shall have Standing Committees on Finances and Contract Bargaining.

The IEC shall have the authority to interpret and apply the terms and conditions of the Merger Agreement, and it shall have authority to enforce such interpretation and application, subject to IGB review. It shall have the power and jurisdiction to decide all questions properly brought before it relating to the business and affairs of the Union.

2. **INTERNATIONAL GOVERNING BOARD**

The International Governing Board shall consist of the International Executive Council and members elected in accordance with the procedures set forth in the Merger Agreement.

The IGB shall meet at least twice a year and immediately prior to and after Conventions.

Between Conventions of the Union, the IGB shall be responsible for the overall conduct of the Union, it shall direct the implementation of policies of the Union and decisions of the Union's Convention. It shall oversee and review the Union's administration, it may enact new policies and programs not inconsistent with the aims and objectives of the Union, and it may propose new policies and programs to the Convention and the membership.

It shall elect such IGB Standing Committees as are necessary to carry out the business of the IGB, including Committees on Collective Bargaining, Finances, Publications and Organizing, and said Committees shall be responsible for operational reviews, reports and recommendations to the full IGB, membership and Conventions on their deliberations and recommendations.

At all meetings of the IGB, 50 percent of its membership shall constitute a quorum so long as the quorum includes a majority of the IEC, one of whom must be the General President or the President.

Upon petition of one-third of the members of the IGB, the Secretary shall call a special meeting of the Board.

Between meetings, the IGB may act by mail or telegraphic poll.

D. FISCAL MATTERS

1. International Union funds shall be kept in separate General Fund, Defense Fund and Insurance Fund accounts in a bank or banks designated by the IEC.

2. (a) The IEC shall have the authority to expend funds from the General Fund for the conduct of the business of the Union and for such other purposes as are consistent with the purpose, function and goals of the Union.

(b) In an emergency, the IEC shall have the authority to transfer money between the General

Fund and the Defense Fund, but such action shall be reported to the next meeting of the IGB and to the next Convention.

3. The General President, President, Secretary and Treasurer shall have authority to sign all checks on behalf of the International Union. Two signatures shall be required on all authorized checks, one of which shall be the Treasurer's. In an emergency, the IEC is authorized to make arrangements alternative to the foregoing.
4. Salaries of all employees, compensation for others performing services for the Union, and expenses for employees, officers and others shall be set by the IEC. The IGB shall have the authority to review.
5. **With the consent of the officer or employee affected, the IEC may reduce the salary of such person and make a commensurate contribution to a deferred compensation, retirement, health or welfare plan.**
6. All officers and employees of the International Union authorized to sign checks drawn on International Union accounts shall be bonded in amounts and in a manner designated by the IGB.
7. **(a) The salary of the General President shall be equal to that of the President of the ITU on July 15, 1983.**

The salary of the President shall be equal to the salary of the General President.

During the first calendar year of merger, effective on the effective date of merger, the salaries shall be increased by the percentage increase that would have been applied to TNG's per capita on April 1, 1984, under its last Constitution.

Thereafter, increases in the salaries of the General President and the President shall be implemented on July 1 each year. Each such increase shall be equal to the percentage by which International Dues last were increased pursuant to Sections III C, 7 or 6 of this agreement.

The salaries of the Treasurer and Secretary shall be 91.66 percent of the General President's salary except that present officers assuming those positions shall not have their salary reduced. The Treasurer and the Secretary shall be paid an equal salary.

Increases in the salaries of the Secretary and the Treasurer shall be 91.66 percent of the increase applied to the General President's salary.

The salaries of the Vice Presidents shall be 83.33 percent of the General President's salary.

(The Vice Presidents' salaries continue on the 83.33-percent ratio presently practiced in the ITU. The 91.66-percent figure for the Secretary and Treasurer is halfway between the General President's and Vice Presidents' salaries.)

(b) The Constitution of MWIU shall provide for the appointment by the IGB of an Officer Compensation Review Committee at least every five years. The members of the Officer Compensation Review Committee shall come from the ranks of Local Unions, except that no one employed by the International Union shall be eligible to serve.

(c) **The compensation of elected officers shall include those benefits in effect July 15, 1983, and the IEC, subject to IGB approval, is authorized to make adjustments in benefits necessary to equalize benefits in order to develop a uniform program of officer benefits. The IEC shall also be authorized to adopt, subject to IGB approval, new or additional benefits and compensation as part of a uniform program of benefits for elected officers.**

(d) The Union shall pay all reasonable expenses of officers up to amounts fixed by the IGB. Such expenses shall be paid upon presentation of itemized bills wherever possible.

Expenses are defined as those costs normally associated with conducting the business of the Union. Policies involving expenses shall be established by the IGB.

III—DUES AND FINANCES**A. TOTAL MINIMUM MONTHLY DUES**

1. Total monthly dues, including both International and Local Dues, shall be not less than:

For members in former ITU locals:

3/4% of regular straight-time earnings up to \$845 per week; plus Local Dues in amounts as fixed by individual Local Unions which shall not be less than 1/2%.

For members in former TNG locals:

The schedule listed under Table A:

Earnings	Table A	Table B	Table C
Up to \$54.99	\$ 4.25	\$ 2.00	\$ 6.25
\$55.00 to 59.99	4.50	2.15	6.65
60.00 to 64.99	4.75	2.30	7.05
65.00 to 69.99	5.00	2.45	7.45
70.00 to 74.99	5.25	2.60	7.85
75.00 to 79.99	5.50	2.75	8.25
80.00 to 84.99	5.75	2.90	8.65
85.00 to 89.99	6.00	3.05	9.05

(Continued on Page M4)

TRANSITION PERIOD

First Two Years		Second Two Years	
Members & Votes		Members & Votes	
TNG	ITU	TNG	ITU
INT'L EXECUTIVE COUNCIL			
General President—ITU	1	General President—TNG	1
President—TNG	1	President—ITU	1
Secretary—TNG	1	Secretary—ITU	1
Treasurer—ITU	1	Treasurer—TNG	1
Vice President—ITU (mailer)	1	Vice President—ITU (mailer)	1
Vice President—ITU	1	Vice President—ITU	1
Vice President—TNG	1	Vice President—TNG	1
3	4	3	4
INT'L GOVERNING BOARD			
Regional Members		Regional Members	
7 G G G G G G G*	7	7 G G G G G G G*	7
T T T T T T T*		T T T T T T T*	
At-Large Members		At-Large Members	
5 G G G G G*	6	3 G G G*	4
T T T T T T T*		T T T T*	
15	17	13	15
Combined—32		Combined—28	

*G=Newspaper Guild; T=Typographical Union; B=Both unions

FIRST TERM

Members & Votes	
TNG	ITU
INT'L EXECUTIVE COUNCIL	
President	1
Secretary-Treasurer	1
Vice President (mailer)	1
Vice President	1
Vice President	1
5	5
INT'L GOVERNING BOARD	
Regional Members	
7 B B B B B B B*	7
At-Large Members	
7 B B B B B B B*	7
19—Total	19

(Continued from Page M3)

Earnings	Table A	Table B	Table C
90.00 to 94.99	6.25	3.20	9.45
95.00 to 99.99	6.50	3.35	9.85
100.00 to 104.99	6.75	3.50	10.25
105.00 to 109.99	7.00	3.65	10.65
110.00 to 114.99	7.25	3.80	11.05
115.00 to 119.99	7.50	3.95	11.45
120.00 to 124.99	7.75	4.10	11.85
125.00 to 129.99	8.00	4.25	12.25
130.00 to 134.99	8.25	4.40	12.65
135.00 to 139.99	8.50	4.55	13.05
140.00 to 144.99	8.75	4.70	13.45
145.00 to 149.99	9.00	4.85	13.85
150.00 to 154.99	9.25	5.00	14.25
155.00 to 159.99	9.50	5.15	14.65
160.00 to 164.99	9.75	5.30	15.05
165.00 to 169.99	10.00	5.45	15.45
170.00 to 174.99	10.25	5.60	15.85
175.00 to 179.99	10.50	5.75	16.25
180.00 to 184.99	10.75	5.90	16.65
185.00 to 189.99	11.00	6.05	17.05
190.00 to 194.99	11.25	6.20	17.45
195.00 to 199.99	11.50	6.35	17.85
200.00 to 204.99	11.75	6.50	18.25
205.00 to 209.99	12.00	6.65	18.65
210.00 to 214.99	12.25	6.80	19.05
215.00 to 219.99	12.50	6.95	19.45
220.00 to 224.99	12.75	7.10	19.85
225.00 to 229.99	13.00	7.25	20.25
230.00 to 234.99	13.25	7.40	20.65
235.00 to 239.99	13.50	7.55	21.05
240.00 to 244.99	13.75	7.70	21.45
245.00 to 249.99	14.00	7.85	21.85
250.00 to 254.99	14.25	8.00	22.25
255.00 to 259.99	14.50	8.15	22.65
260.00 to 264.99	14.75	8.30	23.05
265.00 to 269.99	15.00	8.45	23.45
270.00 to 274.99	15.25	8.60	23.85
275.00 to 279.99	15.50	8.75	24.25
280.00 to 284.99	15.75	8.90	24.65
285.00 to 289.99	16.00	9.05	25.05
290.00 to 294.99	16.25	9.20	25.45
295.00 to 299.99	16.50	9.35	25.85
300.00 to 304.99	16.75	9.50	26.25
305.00 to 309.99	17.00	9.65	26.65
310.00 to 314.99	17.25	9.80	27.05
315.00 to 319.99	17.50	9.95	27.45
320.00 to 324.99	17.75	10.10	27.85
325.00 to 329.99	18.00	10.25	28.25
330.00 to 334.99	18.25	10.40	28.65
335.00 to 339.99	18.50	10.55	29.05
340.00 to 344.99	18.75	10.70	29.45
345.00 to 349.99	19.00	10.85	29.85
350.00 to 354.99	19.25	11.00	30.25
355.00 to 359.99	19.50	11.15	30.65
360.00 to 364.99	19.75	11.30	31.05
365.00 to 369.99	20.00	11.45	31.45
370.00 to 374.99	20.25	11.60	31.85
375.00 to 379.99	20.50	11.75	32.25
380.00 to 384.99	20.75	11.90	32.65
385.00 to 389.99	21.00	12.05	33.05
390.00 to 394.99	21.25	12.20	33.45
395.00 to 399.99	21.50	12.35	33.85
400.00 to 404.99	21.75	12.50	34.25
405.00 to 409.99	22.00	12.65	34.65
410.00 to 414.99	22.25	12.80	35.05
415.00 to 419.99	22.50	12.95	35.45
420.00 to 424.99	22.75	13.10	35.85
425.00 to 429.99	23.00	13.25	36.25
430.00 to 434.99	23.25	13.40	36.65
435.00 to 439.99	23.50	13.55	37.05
440.00 to 444.99	23.75	13.70	37.45
445.00 to 449.99	24.00	13.85	37.85
450.00 to 454.99	24.25	14.00	38.25
455.00 to 459.99	24.50	14.15	38.65
460.00 to 464.99	24.75	14.30	39.05
465.00 to 469.99	25.00	14.45	39.45
470.00 to 474.99	25.25	14.60	39.85
475.00 to 479.99	25.50	14.75	40.25
480.00 to 484.99	25.75	14.90	40.65
485.00 to 489.99	26.00	15.05	41.05
490.00 to 494.99	26.25	15.20	41.45
495.00 to 499.99	26.50	15.35	41.85
500.00 to 504.99	26.75	15.50	42.25
505.00 to 509.99	27.00	15.65	42.65
510.00 to 514.99	27.25	15.80	43.05
515.00 to 519.99	27.50	15.95	43.45
520.00 to 524.99	27.75	16.10	43.85
525.00 to 529.99	28.00	16.25	44.25
530.00 to 534.99	28.25	16.40	44.65
535.00 to 539.99	28.50	16.55	45.05
540.00 to 544.99	28.75	16.70	45.45
545.00 to 549.99	29.00	16.85	45.85
550.00 to 554.99	29.25	17.00	46.25
555.00 to 559.99	29.50	17.15	46.65
560.00 to 564.99	29.75	17.30	47.05
565.00 to 569.99	30.00	17.45	47.45
570.00 to 574.99	30.25	17.60	47.85
575.00 to 579.99	30.50	17.75	48.25
580.00 to 584.99	30.75	17.90	48.65
585.00 to 589.99	31.00	18.05	49.05
590.00 to 594.99	31.25	18.20	49.45
595.00 to 599.99	31.50	18.35	49.85
600.00 to 604.99	31.75	18.50	50.25
605.00 to 609.99	32.00	18.65	50.65
610.00 to 614.99	32.25	18.80	51.05
615.00 to 619.99	32.50	18.95	51.45
620.00 to 624.99	32.75	19.10	51.85
625.00 to 629.99	33.00	19.25	52.25
630.00 to 634.99	33.25	19.40	52.65
635.00 to 639.99	33.50	19.55	53.05
640.00 to 644.99	33.75	19.70	53.45
645.00 to 649.99	34.00	19.85	53.85
650.00 to 654.99	34.25	20.00	54.25
655.00 to 659.99	34.50	20.15	54.65
660.00 to 664.99	34.75	20.30	55.05
665.00 to 669.99	35.00	20.45	55.45
670.00 to 674.99	35.25	20.60	55.85
675.00 to 679.99	35.50	20.75	56.25
680.00 to 684.99	35.75	20.90	56.65
685.00 to 689.99	36.00	21.05	57.05
690.00 to 694.99	36.25	21.20	57.45
695.00 to 699.99	36.50	21.35	57.85
700.00 to 704.99	36.75	21.50	58.25
705.00 to 709.99	37.00	21.65	58.65
710.00 to 714.99	37.25	21.80	59.05
715.00 to 719.99	37.50	21.95	59.45
720.00 to 724.99	37.75	22.10	59.85
725.00 to 729.99	38.00	22.25	60.25
730.00 to 734.99	38.25	22.40	60.65
735.00 to 739.99	38.50	22.55	61.05

Earnings	Table A	Table B	Table C
740.00 to 744.99	38.75	22.70	61.45
745.00 to 749.99	39.00	22.85	61.85
750.00 to 754.99	39.25	23.00	62.25
755.00 to 759.99	39.50	23.15	62.65
760.00 to 764.99	39.75	23.30	63.05
765.00 to 769.99	40.00	23.45	63.45
770.00 to 774.99	40.25	23.60	63.85
775.00 to 779.99	40.50	23.75	64.25
780.00 to 784.99	40.75	23.90	64.65
785.00 to 789.99	41.00	24.05	65.05
790.00 to 794.99	41.25	24.20	65.45
795.00 to 799.99	41.50	24.35	65.85
800.00 to 804.99	41.75	24.50	66.25
805.00 to 809.99	42.00	24.65	66.65
810.00 to 814.99	42.25	24.80	67.05
815.00 to 819.99	42.50	24.95	67.45
820.00 to 824.99	42.75	25.10	67.85
825.00 to 829.99	43.00	25.25	68.25
830.00 to 834.99	43.25	25.40	68.65
835.00 to 839.99	43.50	25.55	69.05
840.00 to 844.99	43.75	25.70	69.45
845.00 and over	44.00	25.85	69.85

OR

5% of one week's earnings up to the maximum required by the above schedule, plus \$1.50.

OR

A dues schedule which yields at least an equivalent total Local Dues income.

Effective Oct. 1, 1983, and on each succeeding October 1 thereafter, earnings on which dues are paid shall be increased by \$50 and the tables of dues rates shall be amended by extending the schedule by raising the weekly compensation amount by \$50 in \$5 brackets. (For example, on Oct. 1, 1983, the \$845 will be increased to \$895; on Oct. 1, 1984, the \$895 will be increased to \$945, etc.)

2. When Defense Fund Dues are in effect, total monthly dues for members in former ITU Locals, including both International and Local Dues, shall be not less than:

1½% of regular straight-time earnings up to \$845 per week; plus Local Dues in amounts as fixed by individual Local Unions which shall be not less than 1½%.

When Defense Fund Dues are in effect, total monthly dues for members in former TNG Locals, including both International and Local Dues, shall be not less than:

The schedule listed under Table B in addition to regular Local Dues.

OR

3.2% of one week's earnings or 745% of earnings, up to \$845 weekly, but not less than \$2, in addition to regular Local Dues.

3. Notwithstanding the above, if a different minimum dues schedule is adopted by either former union prior to the date of merger, that schedule, or its equivalent, shall replace the above schedule.

B. EARNINGS—DUES BASE

Membership dues shall be fixed and collected on the earnings base in effect in each of the respective Local Unions. Differences shall be resolved at the time of local mergers. Members of Locals chartered subsequent to the date of merger shall pay dues on all forms of compensation received from the employer.

C. INTERNATIONAL DUES

1. Out of the dues payments for members, Locals shall remit to the International (no later than the 15th of every month) the following International Dues payments:

During the Transition Period:

3/4% of regular straight-time earnings up to \$845 per week for each member of former ITU Locals. When the IGB deems it appropriate to do so, it shall adjust the 3/4% downward to an amount which, together with TNG international dues, is sufficient to meet the operating expenses of MWIU for the forthcoming year. This shall continue until percentage dues, converted to a dollar amount, is identical to the International Dues payment of members of former TNG Locals as provided in III C, 6 and 7. Thereafter, International Dues for all members shall be governed by III C, 6 and 7; \$9.64 a month for members of former TNG Locals;

\$11.00 a month for members of newly organized Locals;

For members of Locals merged after the effective date of merger, amounts they would have paid had there been no merger of the Locals.

One half of the amount collected from the member where a Local has collected dues from the member equal to or lower than the amount of International Dues (\$11.00 or \$9.64).

For exceptions and variations, see Section 2.

When Defense Fund Dues are in effect, the full amount of the increase in dues levied on and paid by the member shall be remitted to the International and deposited in the Defense Fund.

2. Locals shall remit monthly to the International for members:

(a) Employed by the International or Local Unions, or by any other agencies which the Union may establish:

*Full International Dues

(b) On paid leave of absence:

*Full International Dues

(c) Who enter government employment and perform work over which the Local and International claim jurisdiction:

*Full International Dues

(d) Who enter government employment, assume elective or appointive office, and perform work over which the Local and International do not claim jurisdiction:

#Full International Dues

(e) Who accept gainful employment in another bona-fide union or its affiliates:

*Full International Dues

(f) Performing work over which the Local and International Union do not claim jurisdiction:

#Full International Dues

(g) In military service (who have not chosen the armed forces as a profession):

\$1.00

(h) On unpaid leave of absence:

\$1.00

(i) Incapacitated and who have no earnings in the dues month:

\$1.00

(j) Who are unemployed:

\$1.00

(k) On strike, locked out or who are observing another union's picket line:

\$1.00

(l) Who have retired. They shall receive all general publications of the International Union, and the entire amount of every such dues payment shall be deposited in the International General Fund.

(m) Students (as defined in Article I D, 4):

\$5.00 annually

*For purposes of total minimum Local Dues, members in 2a, 2b and 2c shall pay the dues rate in effect in the Local.

#In addition to International Dues, members in 2d, 2e and 2f shall pay regular Local Dues but not less than \$3.50.

3. For other than the above, involving members of the former ITU, dues classifications and remittances to the International shall be as provided in the ITU Dues Circular in effect on the day before merger.

4. Out of each initiation fee collected from members, one half but not less than \$3.00 nor more than \$5.00 shall be remitted to the International.

5. Out of each reinstatement fee collected from members, \$2.00 shall be remitted to the International.

6. The International Dues shall be adjusted on December 1 immediately following the date on which the formulas in Sections 1 and 7 of III C produce identical International Dues for all members, and annually thereafter in the same percentage as the percentage by which the average of the reporter top minimum and printer and mailer journeyman day scales in all contracts in force as of the preceding December 1 has changed over the comparable average for December 1 of the prior year. Should a contract contain more than one such minimum or scale, all shall be included. In a contract providing more than one reporter minimum or more than one printer scale or more than one mailer scale, only the highest reporter minimum or the highest printer scale or the highest mailer scale shall be included. If no contract is in force on December 1, then the immediate past contract shall be included in the average, provided it was in force at any time during the preceding 12 months. All calculations shall be carried out to five decimal places, and the fifth decimal place shall be rounded up if the sixth decimal place is five or more. The ensuing International Dues payment shall be rounded to the next higher cent.

7. International Dues for former TNG members will increase in accordance with the timetable and formula in the last Constitution of TNG until their International Dues payment equals that generated by III C, 1.

8. (a) Initiation fees shall be fixed and collected by the Locals and shall be not less than \$2.00. The maximum initiation fee shall be that charged as of the date of merger or \$10.00, or, at the Local's option, the equivalent of one month's dues at the Local Dues rate. There shall be a reinstatement fee of \$5.

(b) The initiation fee or reinstatement fee shall be accompanied by one month's dues.

(c) Should the membership application be rejected, the applicant shall be entitled to full refund of initiation or reinstatement fee and dues.

(d) There shall be no initiation fee for members as defined in I D, 4.

(Continued on Page M5)

(Continued from Page M4)

(e) Initiation fees may be waived for 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 IEC.

(f) Notwithstanding any other provision to the contrary, where the International Union or any Local is organizing a new group and the applicable federal or provincial law requires a showing that a certain percentage of employees in the group are members of the International Union or the Local as a precondition to certification or a representation vote, any of said employees who apply shall be admitted as members 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. The obligation of such members to pay the initiation fee and dues shall begin upon the execution of the first collective bargaining agreement covering the group. Until then, such members shall have all rights, privileges and obligations of membership in the Union except the right to vote in International referenda and to participate in International Conventions.

D. DEFENSE (STRIKE) FUND

1. When the balance in the Defense Fund falls below 75% of the combined assets* of the ITU Strike Fund and TNG Defense Fund on the date of merger, or when the Defense Fund falls below \$6,000,000, the dues rates in Article III A, 2 shall be in effect. The excess above the dues in Article III A, 1 shall go into the Defense Fund until the Fund reaches \$10,000,000, at which time International Dues shall be that in Article III C, 1, and Local Dues, in Article III A, 1.

*The actual dollar amounts will be established by the IEC on the date of merger.

2. Fifty cents from each International Dues payment shall go into the Defense Fund each month.
3. In the event a strike or lockout results in a reduction of dues payments that otherwise would be made to the General Fund, an amount equal to such reduction shall be transferred monthly from the Defense Fund to the General Fund.
4. Expenditures for strike activities, other activities defensive in nature and for other purposes authorized by convention action or referendum shall be made from the Defense Fund or from any other fund specifically designated for a specific purpose by convention action or membership referendum.
5. All benefits authorized in a labor dispute shall be paid from the Defense Fund.
6. The strike/lockout formula for the International Union shall be:

Each member on strike or locked out shall be entitled to a weekly benefit of 50% of normal gross pre-strike/lockout base pay up to a maximum of \$180.

Weekly strike/lockout benefits shall be reduced on a daily basis by earnings in the industry during the strike/lockout according to the following formula:

For a member who worked a 5-day week prior to the strike, one-fifth of the weekly benefit otherwise due for each full day's pay earned. A "full day's pay" is an amount equal to one-fifth of the member's normal gross pre-strike/lockout base pay.

For a member who worked a 4-day week prior to the strike, one-fourth of the weekly benefit otherwise due for each full day's pay earned. A "full day's pay" is an amount equal to one-fourth of the member's normal gross pre-strike/lockout base pay.

Earnings equal to less than a full day's pay in any week shall be counted as earnings in the following week.

There shall be no offset of earnings against benefits for earnings outside the industry.

There shall be no offset against strike/lockout benefits for state or federal unemployment compensation for which a member might become eligible, except that no member shall receive a combination of benefits and UC exceeding 100% of his or her normal gross pre-strike/lockout base pay.

Vacation compensation received during a strike/lockout shall be offset against benefit credits.

Pre-strike/lockout income that continues after the strike/lockout, whether or not at the same level, shall not affect the member's benefit.

The IEC shall establish a policy of pro-rated International benefits for members employed on a parttime or temporary basis, which shall reflect the irregularity or infrequency of their work in the struck or locked-out unit.

E. BUDGETS AND AUDITING

1. The Treasurer, in consultation with the IEC's

Finance Committee, shall prepare an annual budget of General Fund expenses for the ensuing year for the approval of the IGB and adoption by the Convention.

2. The books and accounts of the Treasurer shall be audited for the accounting year ending March 31 within 20 days after that date. For this purpose a certified public accountant shall be appointed by the IGB to make a thorough examination and submit a report to the General President for submission to the Convention.
3. All funds received by the International Union, with the exception of assessments and Defense Fund Dues, shall be deposited to the General Fund, from which all normal operational costs shall be paid.
4. Any other special funds so designated shall be audited not less than annually.

F. ASSESSMENT MECHANISM

A special Defense Fund assessment of $\frac{3}{4}$ of one percent of base earnings (as defined in III B) shall be levied if the Defense Fund falls below \$2,500,000. This assessment shall remain in effect until the Defense Fund reaches \$5,000,000 or until, in the judgment of the IEC, the exigencies of the situation no longer require continuation of the assessment.

G. FISCAL PRINCIPLES

The MWIU is committed to the following fiscal principles:

1. All operational costs of the International Union shall be paid from its General Fund.
2. The Convention shall adopt a General Fund budget based upon expected revenue from International Dues payment.
3. Officers (full time) and the IGB shall keep operational costs within said budget.
4. Except in the most extreme emergency in which survival of the Union is at issue, the Defense Fund shall not be used for General Fund purposes, nor shall the fulltime officers and IGB turn to the Conventions or the membership for increases in the General Fund International Dues payment greater than those generated by the formula.
5. If, as and when cost-cutting economies are dictated by the foregoing, every effort shall be made to effect such trimming in services and functions at international headquarters first, rather than in the field staff.

IV—VOTING AND REFERENDA**A. ELIGIBILITY**

1. Only members in good standing may vote.

Members shall be in good standing if they are not more than one month in arrears of any financial obligation imposed by the Constitution or local by-laws.

2. Retirees shall not be eligible to vote on International matters except on dues matters directly affecting them.
3. Retirees in what constitutes present ITU Locals may vote for local officers and on other local matters but not on collective bargaining related matters, including but not limited to contract proposals or ratification or settlements of strikes and lockouts, and dues changes or assessments unless directly affecting them.
4. In the event of merger on the local level, retirees shall not be permitted to vote for officers in the merged Local unless permission to do so is approved as part of the merger referendum by each of the participating Locals.
5. Retirees shall retain local voting rights listed herein unless reduced by local referendum, after which time they shall not be increased.
6. A simple majority shall prevail on all international issues. Local Unions whose present laws provide for other than a simple majority for voting on specific local matters may retain that right, provided that any change in voting procedures must be to a simple majority. When two or more existing Locals merge they must adopt simple majority voting. Proxy voting shall not be permitted on either International or Local Union matters.

B. REFERENDA

1. The IEC shall submit to a referendum vote of the membership:
 - (a) Any matter which the Convention directs.
 - (b) Any motion upon its own initiative or by the IGB proposing a change in the Union's Constitution or Convention policy.
 - (c) Any motion proposing a change in the Constitution or Convention policy or the calling of a special convention submitted by a Local by membership action and endorsed by membership action by at least 15 percent of the Locals located in 10 percent of the states, territories or provinces and representing 5 percent of the membership.
 - (d) The IEC shall develop referenda mechanics for adoption by the Founding Convention.

C. SECRET BALLOT

Locals may elect to vote by secret ballot on any matter of their choice.

V—CONVENTIONS**A. CONVENTIONS**

Conventions shall be held annually between June 1 and October 1. The date shall be set by the IGB, subject to change by the IEC, if necessary.

B. SPECIAL CONVENTIONS

Special Conventions may be called by the IGB or by a referendum vote of the membership.

C. INTERNATIONAL CONVENTION AUTHORITY

The International Convention, composed of delegates of Locals, shall be the supreme authority, subject only to referendum of the entire membership.

D. CONVENTION COSTS

The administrative costs of conducting Conventions shall be borne by the International Union.

E. ELECTION OF DELEGATES

1. A delegate or alternate delegate must be in good standing of the Local which delegates him or her. Retirees may be delegates but may not vote in the election of International Convention delegates. Delegates shall be elected by secret ballot in the event of a contest.
2. Delegates and alternate delegates shall be elected by their respective Locals no later than May 31. The Local will endeavor to notify the International Union of the delegates elected within 30 days of the delegate election.
3. The expenses of delegates to the Convention shall be defrayed by the Local Unions they respectively represent, as determined by said Local Union's laws, regulations or action adopted prior to their nomination and election. This shall not apply to members of the IGB who are elected delegates by their Local Unions and whose expenses shall be borne by the International Union.

F. CONVENTION REPRESENTATION

1. There shall be local representation at the Convention as follows:

One delegate for each Local having an average of seven members or more, as defined in Article V, Section F, 2, below.

One additional delegate for the first 50 members or major fraction thereof.

One additional delegate for the next 50 members or major fraction thereof.

One additional delegate for each additional 100 members or major fraction thereof.

No Local shall seat more than 35 delegates.

Each Local shall be entitled to an equal number of alternates to provide adequate representation in cases of delegates being unable to attend the Convention.

2. Convention representation shall be based on the average of the monthly International Dues payments for members for current or prior (but not future) months received by the International Union from the Local during the period beginning March 1 of the year preceding the Convention and ending the last day of February of the Convention year. In computing such Convention representation, members on leave in the armed forces shall be counted, students and retirees shall not be counted.

In computing such Convention representation:

(a) Only payments received during the representation period (March 1-last day of February) for months during or prior to the representation period shall be considered.

(b) If such payments are received during the representation period for more than 12 months, the total number of International Dues payments shall be divided by the number of months for which payments were made.

(c) If such payments are received during the representation period for 12 months or less, the total number of International Dues payments shall be divided by 12.

(d) Payments received during the representation period for months after the representation period shall be considered to have been received during the next representation period in computing representation for the next Convention.

(e) Effective with the 1984 Convention, to be entitled to voice and vote in any MWIU Convention, a Local Union must have paid its International Dues for the period up to and including the second month preceding the convention month. Such payment must be received by the office of the Secretary or postmarked not later than the last business day of the month preceding the convention month.

3. In the case of a Local chartered for a period less than provided in the preceding paragraphs, representation for the next Convention shall be based on the average International Dues payments for members during the period beginning

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with the first full month of its chartered existence and ending with the last day of February. A Local which has been chartered later than February 1 preceding the Convention may send delegates who shall have a voice but not a vote.

4. (a) For purposes of convention representation, Locals with a membership of 75 or less members may combine their vote by electing one or more delegate(s) to represent the combined Locals. Said delegate(s) shall have convention voting strength equal to the eligible membership of the combined Locals, provided such representation shall not exceed 500 members. Any participating Local shall be within 200 miles of the jurisdiction of another Local in such combination.

(b) Authorization for combined representation must be taken by an action of each individual Local at a legally called regular or special meeting. The authorization must define the number of delegate(s) to be elected to represent the combined Locals; nomination, voting and election procedures and method of payment of delegate expenses, which must be shared proportionately by the participating Locals. Election of delegate(s) must be held not later than May 31 by secret ballot vote. Said Locals, over the signature of two officers, shall notify the International Union of such action on a form to be provided by the International Secretary at least 30 days prior to the date of the Convention.

(c) A delegate representing a combination of Locals shall be a member of one of the participating Locals.

(d) The geographical and numerical limitations above shall not apply to the election of convention delegates from Locals of the Maritime Council.

G. CONVENTION VOTING

1. Locals shall vote their full membership on a one-member, one-vote concept in roll calls at the Convention, and in addition thereto each Local shall have 50 votes. "Full membership" shall be the average monthly International Dues payments used to determine Convention Representation. A roll-call vote will require a request by 10 percent of the delegates representing at least 15 Locals.
2. Votes shall be equally apportioned among a Local's delegates in attendance and on the convention floor.
3. One delegate may vote the Local's entire voting strength.
4. Committee votes are by majority vote. Each delegate shall have one vote.

H. ELECTION OF OFFICERS

1. (a) Candidates for international offices shall be nominated at the Convention and, in the event of a contest, elected by referendum vote of the membership. In the absence of a contest for any such office, the unopposed nominee shall be declared elected at the Convention.

(b) Candidates may be placed in nomination by any delegate to the Convention, and there shall be no limit on the number of candidates who may be placed in nomination for any given office, but no more than two candidates shall appear on the ballot for any one office.

(c) If more than two candidates are nominated for any one office, the Convention will ballot by roll-call vote, and the two who receive the largest number of votes shall be declared the nominees of the Convention. If more than 14 candidates be nominated for the seven offices of at-large member of the IGB, the Convention shall ballot by roll-call vote and the 14 candidates receiving the highest number of votes shall be declared the nominees of the Convention.

(d) Only the delegates of the region concerned shall participate in the electoral process for regional office. Members shall vote in the region in which their Local is headquartered (except members of both Wire Service Locals).

(e) Officers elected for the first term and thereafter shall take office when certified by the IERCB but not earlier than November 1. They shall hold office until November 1 three years after taking office unless removed or until the certification of election of successors.

2. During the TRANSITION PERIOD:

(a) Only former members of TNG may nominate candidates for offices reserved for TNG and only former members of ITU may nominate candidates for offices reserved for ITU. Should a referendum vote of the membership be necessary, former TNG members shall be eligible to vote for nominees for offices reserved for TNG and former ITU members shall be eligible to vote for nominees for offices reserved for ITU.

(b) TRANSITION PERIOD: The ITU and TNG may designate their IEC members for the Transition Period and their non-IEC members of the

IGB for the first two years of the Transition Period in whatever manner each organization deems appropriate.

(c) TRANSITION PERIOD, SECOND TWO YEARS: If more than two former TNG members are nominated for a TNG regional office on the IGB and/or more than two former ITU members are nominated for an ITU regional office on the IGB, the Convention shall ballot by roll-call vote and the two TNG candidates and/or the two ITU candidates who receive the highest number of votes shall be declared the nominees of the Convention. **If more than six former TNG and/or eight former ITU candidates be nominated for the three TNG and four ITU offices of at-large member of the IGB, the Convention shall ballot by roll-call vote and the six former TNG and/or eight former ITU candidates receiving the highest number of votes shall be declared the nominees of the Convention.** Only former TNG members shall be eligible to vote for TNG candidates and former ITU members for ITU candidates.

(d) Members of newly organized units or chapels and members of newly organized Locals or of merged Locals will be eligible to vote in the election of officers to ITU- and TNG-designated offices on the IEC and IGB as follows:

(1) If they are organized by a former TNG Local, they will vote for TNG-designated offices; if organized by a former ITU Local, they will vote for ITU-designated offices;

(2) If they are organized by a new merged Local of former ITU and TNG Locals, they will be assigned to vote according to former traditional job functions;

(3) If they are organized as a newly chartered Local, the IEC will establish a rotation system under which new Locals are assigned alternately to vote for ITU- and TNG-designated offices, with equal distribution of the voters to the extent possible; for example, if members of the first newly chartered Local are assigned to vote for TNG-designated offices and they number 250, members of the next newly chartered Local or Locals adding up to a total of 250 shall be assigned to vote for ITU-designated offices.

(4) Members of existing Locals which merge shall vote for the designated offices of their former Unions.

(5) The foregoing also shall apply in the case of candidacies for office(s).

I. CONVENTION MECHANICS

1. Call to the Convention

The International Secretary shall issue the Call to the Convention listing the time and place and the number of delegates a Local is entitled to send no later than 45 days prior to the Convention.

2. Convention Chairperson

The presiding officer of the Convention shall be the General President of the Union or his/her designee.

3. Credentials Committee

The IGB shall appoint a Credentials Committee, which shall include delegates from at least seven Local Unions. The Committee shall examine the credentials of delegates and alternates prior to the opening of the Convention. Appeals from decisions of the Committee shall be decided by the Convention. The Convention shall not be constituted for action until the Credentials Committee shall have examined credentials and reported. The Committee shall register delegates and alternates separately.

4. Adoption of Convention Rules

The Rules Committee shall meet shortly after the opening of the Convention to adopt convention rules.

Pending adoption of the report of the Rules Committee, the rules of the previous Convention shall prevail.

5. Privilege of the Floor

An alternate delegate may be seated as a delegate only after being certified as a delegate by the Credentials Committee. An alternate may not vote or act as a delegate in any other way until the alternate shall have been registered by the Credentials Committee as a delegate.

J. ELECTION AND REFERENDUM CANVASSING BOARD

1. There shall be an International Election and Referendum Canvassing Board consisting of five members of the International Union. Members of the IERCB shall be elected by the Convention and shall serve for a period of two years. During the Transition Period no more than three members of either former union shall serve on the IERCB.

2. All international elections and referenda shall be supervised and conducted by the IERCB.
3. The IERCB shall decide all questions and controversies regarding the conduct of elections or referenda or the counting of ballots.
4. Any member or Local aggrieved by a decision of the IERCB upon a question concerning the election of an international officer may appeal to the Convention. A decision concerning any other referendum may be appealed to the IEC, then to the IGB and thereafter to the Convention.
5. Vacancies in the IERCB shall be filled by the IEC. Authorized expenses of IERCB members shall be paid by the International Union.

VI—COLLECTIVE BARGAINING

A. BARGAINING AUTHORITY AND PROCEDURE

1. The Union shall have bargaining goals, some mandatory, some recommended, for Locals to propose.
2. The former ITU General Laws should be in contracts where applicable.
3. A contract is a listing of the rights and privileges of the employee, and management rights shall not be included. Individual acts of employees should not be considered contract violations.
4. The power and duty to bargain collectively shall reside in the Local through its governing body, subject to mandates of the Local. Contracts shall be entered into by Locals. Negotiating committees shall be selected by the Local.
5. Contract proposals shall be approved by the IEC and the local governing body before submission to the employer.
6. Settlements shall not be submitted to ratification without permission of the IEC, except where a strike has been sanctioned by the IEC or the IGB.
7. No contract shall be signed by a Local without approval of the Unit or Units affected and the IEC.
8. In multiunit bargaining, all Units shall be treated as one from beginning to end unless the IEC specifically waives the arrangement.
9. Wage and other reopeners shall be treated as renewals.
10. Contract enforcement: The power and duty of contract enforcement and disposition of any other matter affecting the relationship of employee and employer shall rest with the Local.

B. STRIKE AUTHORITY AND PROCEDURE

1. The IEC shall be kept fully informed of developments which may lead to a strike or lockout.
2. No strike shall be approved by a Local without authorization of the bargaining unit directly involved.
3. If MWIU funds are to be used at any time during a strike or during a strike of another union endorsed by the Local, the IEC 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 IEC. In the event of denial of a strike endorsement by the IEC, a Local may appeal to the IGB.
4. The policy of MWIU shall be to advise and recommend to Locals that their members respect trade union picket lines. Local members qualify for International strike or lockout benefits if action taken to observe the picket line of other unions has been approved by the Local Union and the IEC and International Union policy has been adhered to.
5. A Unit may appeal to the IEC if the Local refuses to call a strike approved by the Unit.
6. Conduct of a strike shall be vested in the Local governing body.
7. The General President shall have authority to assign representatives to assist and advise Locals in strike or lockout situations, including the implementation of International Union policy.
8. The IEC shall have authority to deny or terminate benefits, subject to appeal to the IGB.
9. If International Funds are used at any time during a strike, lockout, or observance of another union's picket lines, the IGB shall review and audit all expenditures.

VII—LOCAL UNIONS

A. MERGERS

Local merger of two or more Locals may be accomplished by referendum majority vote approved by each of the Locals involved, subject to approval of the IEC. However, no Local Union will be mandated to merge, and the decision on local merger will be a matter of local option.

B. GOVERNMENT

1. Every Local shall have a set of Local by-laws that shall not be in conflict with the International Constitution.

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2. Locals shall hold at least two membership meetings a year, except that 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 referendum procedures. Meetings of the Wire Service units in each location shall be held at least four times a year.
3. Provision shall be made for holding referenda.
4. Each Local shall establish and maintain a Local Defense Fund, to which it shall deposit a minimum of 5 percent of each month's Local Dues income. Rules and procedures governing operation of the Local Defense Fund shall be promulgated by the IEC.
5. Locals shall include provisions in their by-laws for the allocation of local revenue to each local fund and provisions for specific authorization as to the purposes for which expenditures from such funds can be made.

C. OFFICERS

1. Locals shall provide in their by-laws for a governing body of not fewer than three members.
2. Each Local shall have at least the following offices: president, vice president, secretary and/or treasurer, and they shall be filled by secret ballot election in the event of a contest.
3. Local officers shall be elected annually or, by local option, not less than once every three years.
4. **Representative Assembly:** A Local may incorporate in its by-laws by referendum vote a provision for the establishment of a Representative Assembly, which shall consist of a body of delegates elected by the local membership, in such shops, units and membership divisions as such laws may prescribe, to represent and exercise the authority of the membership.

D. STRUCTURE

1. **Units/Chapels:** The term "Unit" shall apply to a division of a Local comprised of all members employed by the same employer in a shop or shops. The term "Chapel" shall apply to a division of a Local comprised of all members employed by the same employer in a shop or shops, or to separate groups of members employed by the same employer in a single shop or more than one shop, or to all employees employed by separate employers comprising a single bargaining unit in more than one shop.
2. **Locals:** The term "Local" shall apply to the organizations within a city or specific area organized under a charter granted by the IEC.
3. **District Council/Conference:** A District Council/Conference may be formed by Locals, subject to approval by the IGB, for the purpose of exchanging information and rendering assistance and mutual aid to member Locals.

E. CLEARANCE OF LEGAL ACTIONS

No membership division of the Union shall, without permission of the General President or IEC, file any unfair-labor-practice charge, demand recognition for a group for which it is not then the certified or recognized representative nor initiate any suit or proceeding affecting collective bargaining (except a suit or arbitration proceeding to enforce a specific contract obligation) before any board, court, tribunal or agency. In case any membership division shall be brought before any board, court, tribunal or agency as respondent or defendant, the defense of such proceedings shall be conducted in full consultation with and subject to the approval of the General President or IEC.

F. MISCELLANEOUS

1. In the event of a merger of two or more Local Unions, a new charter shall be issued and all the books, records, property and assets of the merging Locals shall be turned over to the new Local on the effective date of the merger or as soon thereafter as practicable.
2. Documents and reports required by the International Union to further the objectives of the Union shall be supplied by Locals upon request.
3. **Each Local Union shall have its books, records and funds audited within 45 days after the close of its fiscal year in accordance with regulations adopted by the IEC. A copy of the audit shall be forwarded to the International Union within 90 days after the close of the fiscal year in the Local.**
4. Any Local that fails for three consecutive months to remit to the International Union its share of all funds collected, together with any statement or form required by the International Union's rules, may have its charter suspended by the IEC, in which case the IEC shall proceed forthwith to take over the funds and records of the Local and reorganize the financial operations of the Local.

VIII—MISCELLANEOUS**A. DISCIPLINE**

1. In accordance with the long-standing tradition of equity and fair play in the ITU and TNG, the Constitution of the MWIU shall provide for a disciplinary code and procedure guaranteeing fairness and full due process, protecting the rights of the individual and enhancing the integrity of the merged organization.
2. Specific offenses and acts of commission and omission for which discipline may be imposed shall be described and incorporated into the Constitution of the new union.
3. The disciplinary procedures shall provide for written, adequately detailed and signed charges, an investigation prior to referring the charges to trial, due notice and service of charges upon the accused, trial upon adequate notice with the right of the accused to be present and be heard, written decision and findings subject to approval of the membership of the Local or IGB, as the case may be, and the right to an appeal against any adverse decision.
4. Pending approval of disciplinary procedure by the MWIU, the existing discipline in the ITU and TNG Constitutions shall apply to their respective existing constituencies, provided that where the existing language provides for appeal to the Executive Council of the ITU or International Executive Board of TNG, such appeal shall go to the International Governing Board of the MWIU, and where there is provision for appeal to the Convention it shall go to the MWIU Convention.
5. The IGB shall be responsible for the preparation and submission of disciplinary procedure for approval by a Convention of the MWIU.

B. UNION STAFF

The authority and power of the Convention, of the IGB or of the IEC shall not be invoked by the International Union's staff or any individual employee of the International Union in connection with any grievance or dispute concerning terms and conditions of employment of International Union staff which is subject to procedures for adjustment and settlement provided by collective bargaining agreement between the International Union and a collective bargaining representative of the International Union staff.

C. THE CONSTITUTION SHALL CONTAIN necessary language for transition from the two separate bodies to one.

SECTION B:**Non-Constitutional**

The following provisions shall govern but need not appear in the initial Constitution of the merged organization:

I—LOCATION OF HEADQUARTERS AND REGIONAL OFFICES

A. THE NEW UNION SHALL MAINTAIN its headquarters in Colorado Springs, Colorado, with offices in Washington, D.C., and Canada.

B. IMMEDIATELY UPON ADOPTION of the Merger Agreement, the IEC shall name a committee with equal representation of former TNG and ITU members to report to the 1984 Convention on the feasibility of changing the location of headquarters to a site in the Washington, D.C. area; the costs of such a move, and money that may be available from the disposition of property held by the Union.

II—SERVICING

The policy of the MWIU shall be to service its Locals in accordance with the policy governing the former ITU and TNG Locals to the full extent permitted by MWIU's finances, and the General President shall have authority to assign representatives to assist and advise Locals and implement International Union policy.

III—DUES AND FINANCES**A. WELFARE**

1. The MWIU shall maintain the Group Life Insurance Program in effect in participating TNG Locals at the time of merger and for any Local, Unit or Chapel that may enter thereafter as long as the program is self-sustaining and -supporting from local premium payments.
2. The MWIU shall maintain existing benefits for retired staff and officers.
3. **Pensions**
 - (a) The parties agree on the concept that members' rights and benefits in existing pension plans shall be protected.
 - (b) The MWIU shall have a single International Pension Fund, provided that the International Union not take any action that would reduce, impair or adversely affect the benefits or expectations of those covered by said plans.
 - (c) The officers of the International Union will, after all necessary merger votes, conduct an actuarial study of existing international pension plans (ITU Negotiated Pension Plans and TNG International Pension Fund) to determine the merging of those plans.

(d) Further, it shall be the policy of the MWIU to leave standing all local pension plans unless, by local option and referendum, members of those local plans choose to fold those plans into the International Pension Plan. In any event, no action, either at the local level or at the international level, will be taken that would reduce, impair or adversely affect benefit levels of those plans.

B. ASSETS AND LIABILITIES

1. Assets and liabilities of both unions will become the property of the MWIU except as provided.

(a) The Newspaper Guild

(1) TNG will fund or pay off, prior to the merger date, its total compensatory time obligation to its staff, \$165,819 as of April 1, 1983.

(2) TNG will fund or pay off, prior to the merger date, its total severance pay obligation to its staff, \$492,261, less \$151,541 which is funded—a net of \$340,720 as of April 1, 1983.

(3) As of April 1, 1983, the net worth of TNG's Defense Fund was \$5,226,476 and the General Fund, \$231,196.

(b) The International Typographical Union**(1) The ITU Mortuary Plan.**

The MWIU shall have no responsibility for the ITU Mortuary Plan, and no claim for contributions, benefits, costs, expenses, or liability, based on, or under, the ITU Mortuary Plan, may be made by any person, organization or entity against the MWIU or any of its officers, employees or agents.

Individual members of the former ITU may be afforded the opportunity to assume, as of the effective date of merger, the on-going costs of maintaining the ITU Mortuary Plan. A special fund, separate from the funds of MWIU, may be established for that purpose and collections will be made monthly by Local Unions for all persons signing commitments of continuance for mortuary benefits. All charges, costs and operational expenses of that fund shall be borne by the participants. Necessary information for participation shall be made available to all ITU members.

(2) The Union Printers Home will become a separate entity on the date of merger, with no obligations for the Home assumed by the MWIU.

(3) As of March 31, 1983, the net worth of ITU's Strike Fund was \$5,601,013 and the other funds, \$2,060,620.

(4) To effect the intent of III—Dues and Finances, G. Fiscal Principles, Section 5:

(a) Procedures will be initiated in the ITU Secretary-Treasurer's Department to simplify the membership record-keeping and recording operation by the use of the "exception" method, such as for retirees and elsewhere where immediately feasible.

(b) An ITU study committee, composed of representatives of each department and work area, shall be formed to review all work practices and procedures. This committee shall be charged to make recommendations as to where present procedures may be changed or combined, unnecessary functions eliminated and cost-savings effected. The committee shall be under the direct supervision of a vice president appointed by the President.

(c) Actions under paragraphs (a) and (b) above shall be taken to the effect that overhead costs at ITU headquarters will be reduced.

IV—LOCAL UNIONS**A. MERGERS**

Intent and Local option: Philosophically, the MWIU is committed to total organic merger at the local level but recognizes this is not possible in all instances at this time and therefore commits itself to the following concept: The MWIU will encourage Locals to undertake local mergers as soon as possible. However, no Local Union will be mandated to merge, and the decision on local merger will be a matter of local option. All members and all officers shall work in good faith to bring about the goal of organic merger as soon as possible.

V—CONVENTIONS**A. CONVENTION SITE SELECTION**

Convention sites will be selected by the Convention at least three years in advance. If no Local comes forward, the selection of a site will be made by the IGB.

B. OFFICERS' REPORT AND RECOMMENDATIONS

Prior to and as part of its preparations for the Annual Convention of the Union, the International shall be charged with the duty to draft and have

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prepared for distribution a report, hereinafter called the "Officers' Report."

The Officers' Report shall incorporate a review of the activities of the Union since its last Convention and/or the end of the last fiscal year and recommendations for the Union's future operations. The Report shall be distributed to delegates to the Annual Convention sufficiently in advance of the Convention to acquaint them with its contents in order that they be better equipped to consider and act upon the recommendations and such other matters as may be brought before the Convention.

The Report shall review separately the Union's operations in such areas as union administration, finances, organizing, collective bargaining and such other areas of the Union's operations and interests as is necessary for the guidance of delegates in charting the course of the Union's activities.

C. CONVENTION COMMITTEES

1. Convention committee structure will be devised by the IGB prior to the 1985 Convention.
2. The General President will appoint delegates to Convention Committees. Delegates, in advance or on the convention floor, may select the Committee of their choice on the first day of the Convention. The Convention Chairperson will have the right to request volunteers for Committees lacking adequate members to conduct the Committee's business.
3. Delegates shall serve with voting status on no more than one Committee. An alternate may speak but not vote in the Convention Committee of which the alternate is a member.
4. The Convention, following the opening sessions, will recess for meetings of Committees, subject to the call of the presiding officer. Committees will have adequate time to conduct their business during regular convention hours.
5. Committee chairpersons will be appointed by the General President, subject to confirmation by the Committee. The vice chairpersons and the secretary shall be nominated and elected by the Committee.
6. The Committee shall complete work on all of the business assigned to it by the Convention, shall have a drafting committee prepare a report detailing fully and accurately the work of the Committee, and shall have such report approved and signed by members of the Committee. There shall be provision for minority reports.
7. All Convention Committees shall consider all propositions and resolutions referred to them and shall report to the Convention with recommendations.

D. CONVENTION PROCEDURES

1. Privilege of the Floor

(a) Only IGB members and duly elected delegates shall be accorded the privilege of the floor during sessions of the Convention, except that the presiding officer or a majority of the delegates may extend the privilege to other persons.

(b) Each delegate is allowed to speak for five minutes, and no delegate will be allowed to speak a second time until all other delegates desiring to speak have been heard. Delegates desiring to participate in debate shall line up at the microphone. Speakers must be identified by name and Local.

(c) The maker of the motion, or the maker's designee, will be allowed to close debate.

(d) The chairperson of a Committee offering a report will be permitted the time needed to present the Committee's report.

2. Propositions, Resolutions and Committee Reports

(a) Propositions and resolutions other than those offered by Committees must be submitted in writing by 2 PM Monday (opening day) to the convention office.

(b) Said propositions, resolutions and committee reports shall be printed and distributed to the delegates.

(c) It will be the duty of the presiding officer of the Convention to assign each proposition and resolution to the appropriate Committee.

3. Amendments

Amendments to propositions, resolutions and committee reports, either in committee or on the floor of the Convention, shall be reprinted and distributed to delegates before final action is taken on those amendments if a majority of either body so requests.

4. Motions, Proceedings

Motions to table and for the previous question are not debatable but require the support of 22 delegates from 10 Local Unions. There shall be a daily report of Convention Proceedings, to be printed and furnished to the delegates each morning during the sessions of the Convention, and the Union will print and distribute the proceedings following the Convention.

5. Nominating Procedure

In the case of nominations for any interna-

tional office, nominating speeches and seconding shall be as follows: one nominating speech limited to five minutes, two seconding speeches limited to two minutes each; other individuals and/or Locals who wish to be recorded as seconding and supporting the nomination shall have the right to announce the second or have a register available to them in the convention hall. The names so recorded shall be read to the Convention and printed in the convention record. Nominations shall occur on the final day of the Convention.

6. Printed Matter

No printed matter shall be distributed at the Convention unless it bears the Allied Printing Trades label, the label of the International Union or another label recognized by the International Union, with the exception of those materials reproduced in the office of the convention headquarters.

7. Press Coverage

Convention sessions shall be open to the working press.

The working press shall not be permitted to attend executive sessions or committee sessions of the Convention, nor shall any transcripts or recordings be made of such sessions.

8. Opening Ceremonies

The opening session of the Convention shall include a brief period of addresses and such other proceedings as deemed appropriate by the host Local(s) in consultation with the IGB.

9. Guest Area

Provision will be made for an area in which to seat guests and visitors at the Convention.

10. Registration Fee

There shall be a registration fee of \$50 for each delegate or alternate registered, with the host Local to receive \$35 and the MWIU \$15.

11. "Robert's Rules of Order"

Robert's Rules of Order (Newly Revised) shall be the authority on all parliamentary questions not covered by convention rules or the Constitution of the Union.

VI—MISCELLANEOUS

A. PERSONNEL

1. Employees required to move to another location shall be compensated for moving expenses as determined by the IEC.
2. The IEC shall have authority to make necessary staff personnel changes in the merging of departmental operations of the International Union.
3. On-going programs of the two unions, including grants-in-aid and matching fund programs, existing at the time of merger shall, at the discretion of the IEC, be continued.

B. LEGAL, AUDITOR, PENSION CONSULTANT and investment counselors shall be retained for such period as the IEC deems necessary.

C. NOTHING CONTAINED IN THE MERGER Agreement may be changed by the Founding Convention. Merger Agreement items enumerated below may not be changed either by Convention action or referendum during the Transition Period.

Officer Structure: II A through II C, 2, first three paragraphs.

Dues: III A through III C, 8a.

Fiscal principles: III G.

Voting: IV A.

Conventions: V E, 1; V F, 1, 2 and 4; V G; V H; and V J, 1.

Collective Bargaining: VI.

Local mergers: VII A; Section B, IV A.

Pensions: Section B, III A, 3.

D. ON THE EFFECTIVE DATE OF THE MERGER, 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 TNG and the ITU, including but not limited to their respective separate names, trademarks, copyrights, labels, registrations, and emblems, and all debts due to each of them, all the rights, privileges, and powers, and every other interest of each of them, of whatever nature, shall by virtue of the merger be transferred to and vested in the MWIU, and shall not be in any way impaired by reason of the merger. The MWIU shall, on and after the effective date of the merger, assume and be responsible for all the debts, liabilities, contract obligations, and other obligations of TNG and the ITU.

E. THE MWIU SHALL BE DEEMED, for all purposes, to be a combination and continuation of TNG and the ITU, and shall possess all rights previously held by the respective organizations. Neither of such organizations shall be deemed for any purpose to be dissolved, terminated or discontinued, but upon the effective date of the merger they shall be combined and continued as a single organization.

For purposes of determining the continuity of service of officers, representatives or other employees under applicable pension, insurance or other benefit plans applicable to them, their service with

either of the merging Unions shall not be impaired by virtue of the merger and they shall be credited with such accrued service in the MWIU.

F. ON THE EFFECTIVE DATE OF THE MERGER all Locals of TNG and of the ITU shall be Locals of the MWIU as fully as if originally chartered by the MWIU, and all members at large of TNG and of the ITU shall be members of the MWIU. By-laws and governing practices of the Locals shall continue in full force and effect except that any provisions thereof in conflict with the Constitution of the MWIU shall be inoperative and of no further force and effect. Locals shall amend their by-laws as necessary to conform to this Merger Agreement and the Constitution of the MWIU.

G. THE MERGER OF THE TWO ORGANIZATIONS into a single organization 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 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.

H. THE MERGER SHALL NOT IMPAIR or otherwise affect any federal, state, provincial or territorial certification or any rights or obligations of TNG or the ITU or any of their affiliates under any collective bargaining agreements, or check-off authorizations, but all rights, privileges, duties and responsibilities vested in either TNG or the ITU or Local Unions of either, pursuant to such contracts or certifications, are to be deemed as vested in the MWIU or any Local Union thereof.

I. PRIOR TO THE EFFECTIVE DATE of the merger, the merging organizations shall take such actions as may be necessary to accomplish the affiliation of the merged organization with the American Federation of Labor and Congress of Industrial Organizations and the Canadian Labour Congress and those other organizations with which the merging organizations are now affiliated.

J. ALL AUTHORITY, POWER, AND RIGHTS, jurisdictional and otherwise, held by or vested in TNG or the ITU under or in connection with any charter or affiliation with the AFL-CIO and the CLC shall automatically be vested in the MWIU.

K. TO THE EXTENT NECESSARY IN IMPLEMENTING this Merger Agreement, the International Executive Board of TNG and the International Executive Council of the ITU shall be considered to remain in existence for the time necessary and for the sole purpose of carrying out this Merger Agreement, and during such time the officers of each International shall retain such power, right, privilege, and authority incidental and necessary to carry out this Merger Agreement, including but not limited to the power to deal with the property or assets of each International, and shall be authorized and empowered and shall execute and deliver, or cause to be executed and delivered, any necessary deed, document, or other instrument.

VII—FOUNDING PROCEDURES

A. THE MERGER SHALL BE EFFECTIVE upon adoption of the MWIU Constitution by the Founding Convention.

B. AFTER THE DATE OF SIMULTANEOUS referendum adoption of the Merger Agreement, the new IEC shall be authorized to effect an orderly transition and merger of operational and other necessary functions.

C. PRIOR TO THE FOUNDING CONVENTION, the laws of the former ITU and TNG shall apply to all matters not covered by the Merger Agreement or where policy has not been set by the IEC. The IEC shall prepare a Constitution, a budget and other documentation pertinent and necessary to implementing the merger for presentation to the Founding Convention.

D. THE FOUNDING CONVENTION shall be held in Washington, D.C., or, in the event that an alternative is necessary, at a site selected by the Presidents of the former unions, who also shall set the time and date.

E. THE IEC SHALL ISSUE THE CALL AND CREDENTIALS for the Founding Convention and prepare its rules of operation. Delegates and alternates shall be elected under procedures used by the predecessor unions, and the size and composition of local delegations shall be governed by policies and principles controlling Local delegate election in the Merger Agreement. The IEC shall appoint a Credentials Committee to examine the credentials of delegates and alternates.

F. DELEGATES TO THE FOUNDING Convention may be those elected to any Convention of the predecessor unions called subsequent to January 1, 1983.

Approved by the International Executive Board of The Newspaper Guild on April 20, 1983.