

MERGER AGREEMENT OF CWA LOCALS 14148 AND 31026

Agreement for the merger of Buffalo-Niagara Typographical Union No. 9, CWA Local 14148 (“Typographical Local 14148”) into The Buffalo Newspaper Guild TNG-CWA Local 31026 (“Guild Local 31026”) both of which are affiliated local unions of the Communications Workers of America (the “CWA”), AFL-CIO; and

WHEREAS, Typographical Local 14148 is the exclusive collective bargaining representative of the employees of several employers in the Buffalo area and surrounding counties; and

WHEREAS, the membership of Typographical Local 14148 seeks to merge into and become members of Guild Local 31026 and

WHEREAS, the merger would benefit the CWA, Typographical Local 14148 and Guild Local 31026 by increasing the membership base and consolidating and coordinating available resources, thereby providing greater organizational opportunities and

WHEREAS, the CWA has approved the merger and transfer of membership and jurisdiction from Typographical Local 14148 to Guild Local 31026 and has found its implementation to be in accordance with the applicable Constitutional provisions and in the best interests of the membership of both Locals, and

WHEREAS, Guild Local 31026’s Executive Committee has authorized its President to enter into this Agreement for the merger of Typographical Local 14148 into Guild Local 31026 on the terms hereinafter set forth.

NOW, THEREFORE, it is agreed that:

1. This Agreement is subject to approval by Typographical Local 14148’s membership;
2. Within ten (10) days of Typographical Local 14148’s approval, Guild Local 31026 shall ratify the agreement by a vote of its Executive Committee. The date of such ratification shall be the Effective Date of this Agreement.
3. As of the Effective Date, Typographical Local 14148 will be deemed merged into Guild Local 31026 as a separate bargaining unit of Guild Local 31026 and its separate charter shall be incorporated into the expanded charter of Guild Local 31026.
4. As of the Effective Date, the members of Typographical Local 14148 shall become members of Guild Local 31026 and the TNG Sector of CWA. The rights and obligations of Typographical Local 14148, except as otherwise specifically set forth herein in paragraph 15 below, shall be governed by the Guild Local 31026’s Constitution and Bylaws, The News Guild Sector Bylaws, and the CWA Constitution.

5. The dues rate shall be one and sixty-one hundredths percent (1.61%). This shall not be changed except by a referendum of the merged local.
6. All the property and assets of Typographical Local 14148 less any payments made in the ordinary course of business or to implement this agreement shall on the Effective Date of this Agreement become the treasury, property and assets of Guild Local 31026. The officers of Typographical Local 14148 shall take all necessary steps to affect such transfer and execute such further instruments as may be appropriate to carry out the purposes and provisions of the Agreement.
7. Similarly, all of the records of Typographical Local 14148 shall become the property of Guild Local 31026 and shall be maintained and made available to Guild Local 31026.
8. On and after the effective date of this Agreement, Guild Local 31026 will provide to the Typographical Local 14148, its Chapels (shops) and members all the support and services it generally provides to its members.
9. Each of the bargaining units of Local 14148 will continue to maintain their Chapel governance structure to the extent consistent with law and Local 31026 Constitution and By-Laws.
10. The negotiation and enforcement of collective bargaining agreements to which Local 14148 was a party shall be conducted in substantially the same manner as before this merger, including the assessment of contract proposals, the negotiation of contract provisions, contract ratification, the conduct of strikes, and the processing of grievances.
11. Typographical Local 14148's representation on Guild Local 31026's Executive Committee will consist of chapel stewards, as applicable, plus one additional delegate for each 20 members, the rate required by Guild Local 31026's local bylaws.
12. Guild Local 31026 shall be the successor of Typographical Local 14148 for purposes of all collective bargaining relationships, collective bargaining agreements, recognition agreements, federal, state, county or city certifications of representative status, and dues deduction authorizations. Guild Local 31026 shall be the successor to Typographical Local 14148 for purposes of all rights enjoyed by Typographical Local 14148 in relation to third parties and tangible and intangible property; provided, however Guild Local 31026 does not assume any liabilities or obligations incurred or accrued by Typographical Local 14148 prior to the effective date of the

merger to the extent that such pre-merger obligations and liabilities exceed the net assets of Typographical Local 14148.

13. The assets of the Organizing & Defense (Building) Fund shall become the assets of The Buffalo Newspaper Guild TNG CWA 31026. These assets shall be used to organize non-union employees and for the defense of the Typographical Local 14148's members. By adopting this Agreement, Typographical Local 14148's membership agrees to the following:
  - (a) to continue to use the Organizing & Defense Fund assets for organizing and related expenses with a primary focus on non-union targets and otherwise for expenses that support union-related activities;
  - (b) to create a Guild 31026 account into which all assets from the Organizing & Defense Fund will be transferred, the principal of which shall be separately maintained from other Guild Local 31026 monies, to be used in a manner in keeping with the paragraph above, as determined by the fund administrators. Following the transfer, the pre-existing Organizing & Defense (Building) Fund and Trust Agreement will be dissolved; and
  - (c) the fund administrators will consist of the President and a vice president of Guild Local 31026, and three members of the Typographical Local 14148 unit who will be appointed by the Executive Committee members representing the Typographical Local 14148.
14. Nothing contained herein shall be construed to modify, or otherwise amend any provision of Guild Local 31026's Constitution and Bylaws, other than to include Typographical Local 14148 in the Jurisdiction provision.
15. The sole exception to the unrestricted transfer of assets and the applicability of Guild Local 31026's Constitution and By-Laws are those set forth in the attached Appendix A, which provides for the disposition of the provisions of the Buffalo Local's Constitution relating to benefits which inure directly to certain members (i.e., the sick pay provision and the death benefit provision).

IN WITNESS WHEREOF, we hereunto set our hands and seals this


29<sup>th</sup> day of October, 2019

THE BUFFALO NEWSPAPER GUILD  
TNG CWA LOCAL 31026



By: Sandra Tan, President

BUFFALO-NIAGARA TYPOGRAPHICAL  
UNION No. 9, CWA, LOCAL 14148



By: Harold Rehm, President

## Appendix A

**Sick Pay Benefit.** There is no provision under the Merger Agreement for the continuation of the Sick Pay Benefit which existed under the Buffalo-Niagara Typographical Union No. 9, CWA Local 14148 Constitution. As a means of satisfying this obligation to the active membership who are currently entitled to such benefits under the Buffalo-Niagara Typographical Union No. 9, CWA Local 14148 Constitution, there shall be provided a one-time lump sum payment in lieu of the continuation of this benefit. The following is the schedule of lump sum payments that shall be made to each qualified member:

- a. Full-time members with two or more years of continuous membership in the Buffalo-Niagara Typographical Union No. 9, CWA Local 14148, who are not delinquent in their remittance of dues to the Union, shall receive a one-time lump sum payment of \$250.00.
- b. Part-time members with two or more years of continuous membership in the Buffalo-Niagara Typographical Union No. 9, CWA Local 14148, who are not delinquent in their remittance of dues to the Union, shall receive a one-time lump sum payment of \$125.00

