

## **ARTICLES OF MERGER AND MERGER AGREEMENT**

**Whereas**, The Brockton Newspaper Guild 31027 (hereafter called “Brockton”) and the Providence Newspaper Guild 31041 (hereafter called “Providence”) exist as separate Local Unions affiliated with The Newspaper Guild-Communications Workers of America, and

**Whereas**, Providence and Brockton have determined it is in their mutual best interest to merge into one Local Union to be known as Providence Newspaper Guild, Local 31041; and

**Whereas**, this merger is undertaken in compliance with the Constitution of The Newspaper Guild-Communications Workers of America, the applicable Bylaws of the Providence Newspaper Guild 31041, and the applicable Bylaws of the Brockton Newspaper Guild Local 31027; and

**Whereas**, Providence and Brockton have determined that the terms and conditions of the merger should be fully contained in this document (hereafter called “Merger Agreement”) for the free and open examination by the members of each of them and to govern the respective rights and responsibilities of Providence and Brockton during and following the merger;

**Therefore**, it is mutually agreed as follows:

### **Article 1**

#### **Intent of the Parties**

Providence and Brockton agree it is the intention of this Merger Agreement to create a single body for the purpose of representing the membership of both Brockton and Providence which will work for the benefit of all members and respect the traditions

and history of each unit comprising the merged local. Following the merger Brockton shall be known as the Brockton Unit of the Providence Newspaper Guild and have the same rights and responsibilities as afforded other units within the Providence Newspaper Guild except as modified by this Merger Agreement.

## **Article 2**

### **Merger Procedure**

- A. The Merger Agreement shall be submitted to The Newspaper Guild-Communications Workers of America for review and approval.
- B. The Merger Agreement shall be submitted to the executive board of each Local Union for approval.
- C. After the Merger Agreement has been approved by the executive board of each Local Union, it shall be submitted to the membership of each Local Union for discussion and consideration. After the membership of each Local Union has had notice and ample time to consider the Merger Agreement, it shall be submitted to the membership of each for approval through a secret ballot vote in accordance with each Local Union's bylaws.
- D. The Merger Agreement shall be approved if a majority of the members in good standing of Providence and Brockton who vote upon the issue shall each vote in the affirmative.
- E. Following approval of the Merger Agreement by both parties, the merger will become effective as soon as practical following a terminal audit of the assets and finances of the Brockton Unit.
- F. To the extent necessary, Providence shall revise its Bylaws to incorporate

the contents and intent of this Merger Agreement. If Providence does not revise its Bylaws, to the extent that this Merger Agreement is inconsistent with or in conflict with the Providence Bylaws with respect to the rights, liabilities, governance, and affairs of the Brockton Unit, the terms of this Merger Agreement shall continue in full force and effect and govern the status of the Brockton Unit within the Providence Newspaper Guild.

### **Article 3**

#### **Dues of Brockton Unit Following Merger**

A. For a period of eighteen (18) months following the merger's effective date, full and part-time members of the Brockton Unit shall continue to pay the same dues rate as in effect for Brockton on the date of the merger. Effective the first day of the pay period commencing 18 months and one day following the effective date of the merger, dues of the full time members of the Brockton Unit will be 1.6 percent of base pay.

B. On the first day of the first month three (3) years after the merger's effective date, all members of the Brockton Unit shall pay the same rate of dues as other Providence members as lawfully established effective on that day.

### **Article 4**

#### **Brockton Unit Finances**

A. The Brockton Local shall be solely responsible for all financial liabilities incurred prior to the merger. On and after the effective date of the merger, all liabilities incurred on behalf of the Brockton Unit shall be the responsibility of the merged Local. On the effective date of merger, all net monetary assets of the Brockton Unit shall become the property of Providence and shall be audited at the sole cost of Providence

with the audit report furnished to Brockton, Providence and The Newspaper Guild-Communications Workers of America.

B. On the merger date the Brockton Unit shall retain \$5,000 from Brockton Local treasury as a unit treasury for usual and customary expenses as legally allowable under the direction of the Brockton Unit executive board and membership.

C. After the merger date, the Brockton Unit shall retain 10 percent of dues paid by its members for its treasury to maintain the balance at \$5,000. On the first day of the first month three (3) years after the merger's effective date, all funds will revert to the Local treasury.

D. Providence shall pay the Brockton Unit's mobilizing, organizing and servicing expenses from the Providence general fund to the same extent as it does for its other units.

E. The Brockton Unit shall account to Providence for all unit receipts and expenditures in a timely manner and in sufficient detail to allow Providence to comply with all required financial reporting obligations and filings required of a labor union. Authorization to sign checks on the Unit Treasury shall be in accordance with the authorized dual signature requirement, the bonding requirement, and all other requirements of Article XI, Section 12 of the Guild Constitution.

## **Article 5**

### **Membership Service**

A. Providence and Brockton recognize the value in maintaining established working relationships. The Brockton Unit shall have the option of requesting its pre-merger sector representative as its members deem appropriate. This practice shall not

be deemed to displace representation by Providence staff and does not preclude staff from participating in any activity of the Unit, including collective bargaining, servicing or organizing.

B. The Brockton Unit should maintain its CWA relationships with staff and members at the district level.

C. The Brockton Unit shall select from the unit persons who shall serve on any bargaining committee for negotiation of a collective bargaining agreement, or any renewal or extension thereof, which governs the terms and conditions of employment for Brockton Unit members. This shall not displace the right of Providence to participate therein, including all rights and duties under Article XIX of the Guild Constitution.

D. The Brockton Unit shall select from the unit persons who shall serve to adjust any grievances which arise between the unit or its members and any employer of its members. This shall not displace the right of Providence to participate therein, including all rights and duties under XIX of the Guild Constitution.

## **Article 6**

### **Brockton Unit Council**

A. The Brockton Unit council shall be comprised as follows: chairperson, vice chairperson, and 3 members in good standing. The current persons filling Brockton's executive board shall continue as unit council members until the next regular election scheduled for the Brockton Unit. The Brockton unit shall have a designated seat on the Providence executive board.

B. The first post-merger election in the Brockton Unit will be in accordance with the election schedule now in effect for the Brockton Newspaper Guild. Subsequent

Brockton elections shall be on the same schedule as for officers of Providence.

C. Providence shall purchase and maintain equipment to enable the Brockton Unit leadership to fully participate in all Providence executive board meetings via electronic technology (telephone, web cam, etc.) without the necessity of travel to Providence headquarters. Brockton Unit representatives shall have the option of attending Providence meetings in person and shall be compensated expenses and lost time.

D. The Brockton Unit shall participate fully in the election of delegates to attend the New England District Council meetings and to attend the sector conference.

## **Article 7**

### **Disassociation**

A. For a period of two years following the effective date of the merger, the Brockton Unit and Providence shall have the option of disassociating from each other and restoring each body as it existed prior to the merger's effective date.

B. In the event that either party seeks to disassociate, it agrees that such action will be taken only after the parties have undertaken mediation to resolve their differences through the use of a mutually agreed neutral third party. If the parties are unable to agree on a neutral third party, they shall jointly petition the International Union for appointment of a neutral third party.

C. Disassociation shall be effective only upon a majority affirmative vote of those members in good standing voting on the issue by either the Brockton Unit or Providence.

D. In the event that a disassociation occurs, the treasury of Brockton as it existed on the last day prior to effective date of the merger shall be restored to it by Providence. All dues collected by Providence following the merger's effective date and not used to maintain the balance of the Brockton Unit treasury under the terms of this Merger Agreement shall remain the property of Providence.

E. The right of either party to disassociate from the other shall expire twenty-four (24) months after the effective date of the merger.

The Providence Newspaper Guild and the Brockton Newspaper Guild have entered into this Articles of Merger and Merger Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Brockton Newspaper Guild

Providence Newspaper Guild

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