

*Newspaper Guild*

# The Newspaper Guild

(AFL-CIO) CLC

# CONSTITUTION



Including  
Collective Bargaining Program  
and  
Bargaining Recommendations

Adopted by the  
52nd Annual Convention,  
June 24-28, 1985

*[Washington] 1985*

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**“***The Newspaper Guild’s Representative Assembly is an excellent illustration of how unions are striving to increase membership participation. . . . Such representative assemblies typify the democracy effectively guaranteed by the union’s constitution for some 30,000 Guild members.***”**

— **Ben Segal,**  
Director, Trade Union Program on Civil  
Liberties and Rights, Fund for the Re-  
public

# CONSTITUTION

of

## The Newspaper Guild

AFL-CIO, CLC

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As Amended by the 1985 Convention

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**AFL-CIO, CLC**

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**CONSTITUTION**  
*of*  
**THE NEWSPAPER GUILD**  
**(AFL-CIO, CLC)**

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## **ARTICLE I.**

### **Name and Object**

**SECTION 1.** This body shall be known as The Newspaper Guild.

**SECTION 2.** The purpose of The Newspaper Guild shall be to advance the economic interests and to improve the working conditions of its members; to guarantee, as far as it is able, equal employment and advancement opportunity in the industry and constant honesty in news, editorials, advertising, and business practices; to raise the standards of journalism and ethics of the industry; to foster friendly cooperation with all other workers; and to promote industrial unionism in the jurisdiction of the Guild.

## **ARTICLE II.**

### **Eligibility**

**SECTION 1.** Guild membership shall be open to every eligible person without discrimination or penalty, nor shall any member 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 he or she writes for publication.

**SECTION 2.** The jurisdiction of the Guild for purposes of determining eligibility of members shall be:

(a) The advertising, business, circulation, editorial, maintenance, promotion and related

## *Article II*

departments of (1) news or news feature publications, (2) enterprises supplying such material or service to publications or distributors which pay for this service, (3) newsreel companies, radio companies, television broadcasting companies and book publishing companies in the United States, its Territories and Possessions, in Canada and in the Commonwealth of Puerto Rico;

(b) The informational and publication activities of a governmental agency, bureau or department;

(c) Such other departments, activities or functions of any other enterprise the organizing of which is deemed by the IEB to be in the best interests of TNG.

**SECTION 3.** The following shall be admitted to Guild membership:

(a) Persons gainfully employed within the jurisdiction of the Guild. Admission to the Guild under paragraph (b) of Section 2 shall be allowed only to a unit of employees employed within that branch of the jurisdiction by special permission of the IEB, which if granted shall be extended to the entire unit and membership therein, present and prospective.

(b) Persons working full time for the Guild, its Councils, Locals, or any other agencies which the Guild may establish.

**SECTION 4.** The following shall be eligible to retain their Guild membership, subject to the provisions made applicable to them in the Constitution:

## *Article II*

(a) 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 IEB 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.

(b) Members entering any government employment affected with the national interest during any leave of absence granted by their employers for that purpose.

(c) Members granted leave of absence by their employers.

(d) Members who take employment in another bona fide union or in any other organization with which the Guild is affiliated.

(e) Members who accept full-time paid office or other full-time employment within the Guild.

(f) Members who have become unemployed may retain their membership for one year; honorable withdrawal cards shall then be issued with preferential rehiring rights unimpaired.

(g) Members determined by the IEB to have suffered unemployment as a penalty or reprisal for activity in behalf of the Guild.

(h) Members who assume public office, elective or appointive, may in the discretion of their

### *Article III*

Locals and subject to Section 8 of this Article continue in membership.

(i) Guild members who have retired and who are not otherwise eligible.

SECTION 5. Students working on college newspapers, journalism teachers and college students preparing for journalism as a career shall be eligible for associate membership.

SECTION 6. No persons actively serving the interest of employers as against the interests of the Guild shall be eligible for membership.

SECTION 7. No Local shall enter into any agreement or understanding with an employer or union determining jurisdiction, without prior approval in writing of the IEB.

SECTION 8. The facts of eligibility under the Constitution shall be determined by the Local in which they arise (except as provided by Section 4 (g) of this Article II), and shall be subject to appeal to the IEB by the person concerned or by any aggrieved member, and thereafter to the International Convention by the Local, the person concerned, or any member.

### **ARTICLE III.**

#### **Definitions**

SECTION 1. The term *Branch* shall apply to any membership division of TNG. The term *Shop* shall apply jointly to all the departments of any one news publication or to all the departments of any one bureau or office maintained by any one wire service, syndicate, photo agency, news ticker service, radio news service, or

## Article IV

newsreel company, in which there are employees eligible for Guild membership. The term *Unit* shall apply to the organization of all Guild members employed in one Shop or Shops as provided by Article VIII, Section 17. The term *Local* shall apply to a Local Guild. The term *Governing Body* applies to the Executive Committee of Locals. The term *Representative Assembly* applies to a body of delegates elected by local membership, in such units or membership divisions as local by-laws may prescribe, to represent and exercise the authority of the membership.

SECTION 2. The following abbreviations when used in the Constitution of TNG shall have the annexed meaning:

1. TNG—The Newspaper Guild
2. IEB—International Executive Board.

## ARTICLE IV.

### Structure

SECTION 1. The membership of TNG shall function through local Guilds. A Local shall consist of the members within a city or specified area, organized under a charter granted by TNG. The International Convention, composed of delegates of Locals, shall be the supreme authority of TNG, except as the membership overrides an act of the Convention by subsequent referendum. Between Conventions, the affairs of TNG shall be administered by the IEB.

## *Article V*

**SECTION 2.** Units shall be formed within the Locals to the extent and for the purposes hereinafter provided.

**SECTION 3.** Two or more Locals may form Districts in the manner provided for purposes specified by this Constitution.

**SECTION 4.** Voting by proxy shall not be permitted in TNG or any of its Branches.

**SECTION 5.** Majority rule shall obtain throughout TNG, and in no case shall more than a majority of votes be required to decide an issue.

**SECTION 6.** Where practicable and where it would not adversely affect the over-all organizing policies and objectives of TNG, the IEB shall give all affected Locals 15 days' notice prior to reassigning an existing Unit to another Local or extending one Local's jurisdiction into another Local's area.

## **ARTICLE V.**

### **International Conventions**

**SECTION 1.** The Convention shall be held annually between June 1st and September 1st at a place selected three or more years in advance by the Convention, and subject to change by the IEB if necessary. Six months in advance of bidding for a Convention, a Local must supply information concerning available facilities to the Secretary-Treasurer of TNG.

**SECTION 2.** Special Conventions may be called by the IEB, or by a referendum vote of the membership. In case of a Convention called by

## *Article V*

referendum vote notices shall be placed in the mails within ten days of the tabulation of the vote.

**SECTION 3.** At least thirty days' notice shall be given of all Conventions.

**SECTION 4. (a)** Effective with the 1984 Convention, to be entitled to voice and vote in any regular and special Convention, a local union must have paid its per capita tax to TNG 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-Treasurer or postmarked not later than the last business day of the month preceding the Convention month.

**(b)** In the International Convention, each Local having maintained an average monthly per capita payment for members in good standing of at least 7 during the period fixed in this section for determining Convention representation, shall be entitled to at least one vote. In addition, each Local shall have one vote for the first 50 average monthly per capita payments for members in good standing or major fraction thereof; one vote for the second 50 average monthly per capita payments for members in good standing or major fraction thereof; and, thereafter, one vote for each 100 additional average monthly per capita payments for members in good standing or major fraction thereof. Each Local shall be entitled to as many delegates as it has votes, but in any event shall be entitled to cast its full quota of votes. Each Local shall also be entitled to elect alternate delegates.

## *Article V*

(c) Representation at a Convention shall be based on the average of the monthly per capita payments for members in good standing received by TNG 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 (hereafter called the "representation period"). In computing such convention representation:

- (1) Only payments received during the representation period for months during or prior to the representation period shall be considered.
- (2) If such payments are received during the representation period for more than 12 months, the total amount shall be divided by the number of months for which payments were made.
- (3) If such payments are received during the representation period for 12 months or less, the total amount shall be divided by 12.
- (4) Members on leave in the armed forces shall be credited.
- (5) Payments received during the representation period for months after it shall be considered to have been received during the next representation period in computing representation for the next Convention.

(d) In the case of a Local chartered for a period less than provided in the preceding paragraph, representation for the next year's Con-

## *Article V*

vention shall be based on the average per capita payments for members in good standing during the period beginning with the first full month of its chartered existence and ending with the last day of February.

(e) Any difference between representation claims of a Local and the records of the Secretary-Treasurer shall be submitted to the Credentials Committee at the Convention for report to and decision by the Convention.

(f) An itemized statement of the basis on which representation and the number of votes of each Local were determined, including the number of per capita payments for members in good standing received from each Local in each month included in the reckoning, shall be available to the Convention.

**SECTION 5.** A delegate and an alternate delegate must be a member in good standing of the Local which designates him or her.

**SECTION 6.** A Local which has been chartered less than thirty days prior to the opening of the Convention may send delegates, who shall have the right to speak but not to vote at the Convention.

**SECTION 7.** A Credentials Committee shall be appointed by the IEB to examine the credentials of delegates and alternates prior to the opening of the Convention, and shall include delegates of at least seven Guilds. Appeals from its decisions shall lie to the floor of the Convention. The Convention shall not be constituted for action until the Credentials Committee shall

## *Article V*

have examined and reported on the scheduled time of opening.

**SECTION 8.** TNG shall furnish standard credential forms in duplicate to Locals for delegates and alternates. Ten days in advance of the Convention each Local shall forward to International headquarters one copy of the credential for each delegate and alternate and at the Convention each delegate or alternate shall present credentials to the Credentials Committee properly filled out and signed by at least two officers of the Local he or she represents.

**SECTION 9.** The Credentials Committee shall register delegates and alternate delegates separately. Except for the privilege to speak but not vote in the Convention committee of which he or she is a member, an alternate delegate shall not be permitted to act as a delegate in any way, unless the Credentials Committee has registered him or her as a delegate in place of a delegate whose name the Credentials Committee has stricken from the register of delegates on account of his or her resignation, incapacity to continue to function as delegate, or other sufficient reason, and has reported the substitution to the Convention. The Credentials Committee shall not so register an alternate as a delegate unless the Local which he or she will represent certifies to the Credentials Committee that the expense of the alternate delegate is borne by the Local. Upon reregistering of the delegate for whom he or she was substituted the alternate shall revert to his or her original status.

**SECTION 10.** The rules adopted at the pre-

## *Article VI*

ceding Convention shall be in force until new rules have been adopted.

SECTION 11. There shall be a registration fee of \$50 for each delegate or alternate registered, with the host Local to receive \$35 and TNG \$15.

SECTION 12. The expenses of delegates shall be borne by the Locals, and may be limited by them. This shall not apply to members of the International Executive Board who are elected delegates by their Locals.

SECTION 13. The Secretary-Treasurer shall cause a verbatim report to be taken of the proceedings of the Convention and shall cause the same, exclusive of executive sessions and announcements not bearing on the actions of the Convention, to be printed in book form within four months after adjournment of the Convention and made available to all Locals and members of TNG for a reasonable price.

## **ARTICLE VI.**

### **International Executive Board**

SECTION 1. The IEB shall consist of the International officers of TNG, nominated in Convention and elected by referendum vote.

SECTION 2. The officers shall be an International Chairperson of The Newspaper Guild, a President, a Secretary-Treasurer and thirteen Vice-Presidents. Six of these Vice-Presidents shall be elected at large and seven shall be elected by regions, one each from Regions 1 through 5 and two from the Canadian Region as specified below:

## Article VI

Region 1—Connecticut (excepting the counties of Fairfield, Hartford, Litchfield and New Haven), Delaware, Maine, Massachusetts, New Hampshire, the New Jersey counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hudson, Ocean and Salem; 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 Connecticut counties of Fairfield, Hartford, Litchfield and New Haven; New Jersey (excepting the counties of Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Hudson, Ocean and Salem); and the New York counties of Bronx, Kings, Nassau, New York, Orange, Queens, Richmond, Rockland, Suffolk and Westchester.

Canadian Region—All of Canada. One Vice-President shall be elected from that portion of

## *Article VI*

Canada east of Manitoba and one from that portion west of Ontario.

**SECTION 3. (a) Nominations for International Chairperson, President, Secretary-Treasurer and all Vice-Presidents shall be made one by one by Convention vote. In each case the two candidates receiving the largest number of votes shall be the nominees.**

**(b) If more than two candidates be nominated to the office of International Chairperson, President, Secretary-Treasurer or any Regional Vice-Presidency, the Convention shall ballot by a roll-call vote; the candidate receiving the least number of votes in the first ballot shall be eliminated and such balloting shall continue until only two names remain; these two shall then be declared the nominees of the Convention. Only the delegates of the regions concerned, and the two electoral areas into which Canada is divided, shall ballot upon the nominations for their respective Regional Vice-Presidents; provided that for purposes of this Section delegates of the United States Wire Service Local shall be deemed delegates of the region in which their bureaus are located and the delegates of each region shall cast a number of votes according to application of Article V Section 4(b) to the number of members of the Wire Service Local in their region; and provided further that for purposes of this Section all delegates of the Canadian Wire Service Guild shall be deemed delegates of the electoral area of the Canadian Region which lies east of Manitoba.**

**(c) If more than twelve candidates be nomin-**

## *Article VI*

ated for the six offices of Vice-President At Large, the Convention shall ballot by roll-call vote; upon each ballot the candidate receiving the least number of votes shall be eliminated until twelve candidates remain; these twelve shall then be declared the nominees of the Convention.

(d) Names of all nominees shall be placed on the referendum ballot except that any candidate unopposed in the Convention shall be declared elected. No candidate shall be declared a nominee or declared elected unless he or she declares in writing his or her willingness to serve. Such acceptance must be made prior to the close of the Convention. No member shall hold office so long as he or she is barred from office by Section 504 of the Labor-Management Reporting and Disclosure Act of 1959. Nominees or their representatives shall at the Convention draw lots for positions on the ballot.

(e) In the first issue of the Guild Reporter following the Convention, a complete list of nominees, their records and a complete record of the roll-call votes on all contested nominations shall be published.

(f) In a post-Convention issue of the Guild Reporter selected by the International Election and Referendum Committee, but not later than the third issue following the Convention, the Guild Reporter shall provide equal space for a statement by each candidate and shall publish a complete official list of candidates.

(g) Separate ballot forms shall be printed for each IEB region containing the names of all

## *Article VI*

candidates for general offices and of all candidates for Vice-Presidents At Large, but in each region the names of the candidates for Regional Vice-President from that district only shall be listed as candidates for Regional Vice-President. The election of Regional Vice-Presidents shall be by ballot of the members in the regions they represent. For the purpose of this Section, a member of the United States Wire Service Local shall vote in the region in which his or her bureau is located, while all members of the Canadian Wire Service Guild shall vote in the electoral area of the Canadian Region which lies east of Manitoba.

(h) Elections shall be by majority vote of the referendum except that in the case of the six Vice-Presidents At Large, the six receiving the largest number of votes shall be elected. The officers elected shall take office when certified by the International Election and Referendum Committee but not earlier than October 15. They shall hold office until October 15 two years after taking office, unless removed or until the certification of election of successors.

(i) No member of the IEB except the President and the Secretary-Treasurer shall be a salaried officer or employee of TNG or of any Local.

(j) Any member of the IEB who thereafter becomes a salaried officer or employee of TNG or any Local shall automatically be retired from the IEB; except that this shall not prohibit a member of the IEB from performing temporary organizing or negotiating work for TNG or for

## *Article VI*

any Local and receiving compensation for loss of pay while performing such work.

**SECTION 4. (a)** Within five days after a vacancy occurs in any elective International office, the IEB shall notify the Locals concerned. In the event of a vacancy for the offices of regional or at-large Vice-Presidents, the office shall remain vacant until the next Convention and nominations for the vacancy shall be made at the Convention and the election shall be by referendum vote in accordance with procedure herein provided.

In the event of a vacancy in any of the three principal offices, there shall be a temporary succession pending the election of a new officer. The International Chairperson shall thus be succeeded by the President, the President by the Secretary-Treasurer and the Secretary-Treasurer by the President, the temporary successor retaining also the duties of his or her own office.

In the event of a contingency not met by these procedures, the IEB shall take necessary action to provide for administration of TNG.

In the event that a vacancy occurs in the case of the three principal offices more than six months before a scheduled Convention, the IEB shall notify the Locals. Within thirty 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 or all of the three principal offices, the International Election and Referendum Committee shall draw lots

## *Article VI*

to determine the positions 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 the votes cast shall be declared elected. In the event no candidate receives a majority vote, there shall be a run-off election between the two candidates receiving the largest number of votes with the ballot position to be determined by lot.

In the event that a vacancy occurs in the case of the three principal offices less than six months before a scheduled Convention, it shall not be filled before the Convention. In such event, nominations at the Convention and election shall be conducted in the same manner as set forth for regional and at-large Vice-Presidents.

(b) In the event that the President or the Secretary-Treasurer of TNG enters military service, he or she shall be deemed to be on leave of absence until the expiration of his or her elected term of office. The IEB shall name a temporary successor to perform the duties of his or her office pending the election of a replacement. The IEB shall have the right to nominate a successor to fill the vacancy. The governing bodies of the Locals shall also have the right to nominate candidates for the vacancy. In the event that there are no other nominations the nominee of the IEB shall be declared elected subject to the return of the officer on leave of absence.

(c) In the event that there are other nomina-

## *Article VI*

tions, the replacement shall be the candidate receiving the highest number of votes cast by the governing bodies of the Locals, based on the voting strength to which each Local would be entitled at a Convention as of the date of the declared vacancy. Votes of each Local shall be cast in proportion to the number of votes cast for each candidate by the governing body of the Local.

(d) Nominations must be made within three weeks of the notification of the existence of the vacancy by the IEB and, if there is more than one nomination, the governing body of each Local must vote on the replacement within four weeks of the close of the nominations.

(e) In the event that any member of the IEB other than the President and the Secretary-Treasurer enters or is in the military service, he or she shall be deemed to be on leave of absence until the expiration of his or her elected term of office. The office shall remain vacant until the next Convention. Nominations for the vacancy, subject to the return of the member on leave, shall be made at the Convention and the election shall be by referendum vote in accordance with procedure herein provided.

(f) The IEB shall give prompt notice when any vacancy exists and shall conduct the election, if necessary.

**SECTION 5.** (a) The IEB shall meet immediately before and immediately after each Convention and three times between Conventions. Upon the written request of three

## *Article VII*

members, the Secretary-Treasurer shall call a special meeting of the IEB.

(b) The IEB may levy assessments, and act in other emergencies by mail or telegraphic vote, as prescribed by rules adopted by the IEB.

SECTION 6. At all regular and special meetings of the IEB, fifty percent of the IEB membership shall constitute a quorum.

SECTION 7. The IEB shall elect its standing committees. These shall include a Finance Committee of three IEB members; and a Contracts Committee of five members, at least two of whom shall be members of the IEB.

SECTION 8. The IEB shall set the salaries of all International representatives, and the salaries of all TNG employees.

SECTION 9. The IEB shall interpret this Constitution between Conventions.

### **ARTICLE VII.**

#### **International Officers**

SECTION 1. The IEB shall have general direction of all International officers.

SECTION 2. The International Chairperson shall preside over Conventions and IEB meetings. He or she shall be a delegate to conventions of any organization with which TNG is affiliated.

SECTION 3. The President shall be the executive officer of TNG. He or she shall preside over TNG Conventions and IEB meetings in the absence of the International Chairperson, and, after the International Chairperson, shall be a

## *Article VII*

delegate to conventions of any organization with which TNG is affiliated.

**SECTION 4.** The Vice-Presidents as directed by the IEB shall perform the duties of the International Chairperson in his or her absence and in the absence of the President, and such other duties as the IEB may direct.

**SECTION 5.** The Secretary-Treasurer shall be the custodian of the records and funds of TNG. He or she shall cause such records and books of account to be kept as may be necessary to carry out the provisions of this Constitution, including individual records of membership standing.

**SECTION 6.** The President and the Secretary-Treasurer shall be paid salaries equal to the average reporter top minimum as defined and determined under Article XVII, Section 7(b), multiplied by a factor of 2.16 in the case of the President and of 2.02 in the case of the Secretary-Treasurer; provided that the salary of the Secretary-Treasurer shall exceed the salary of senior staff by not less than \$20 per week, and the salary of the President shall exceed the salary of the Secretary-Treasurer by the 2.16-2.02 ratio set forth above. The salary so determined shall be effective on April 1 of each year in which the reporter top minimum is so determined. The IEB, with the consent of the officer affected, may reduce such salary, and make an employer contribution equal to such reduction to a retirement, health or welfare plan which by virtue of such contribution will cover the officer.

## *Article VIII*

### **ARTICLE VIII.**

#### **Local Guilds**

SECTION 1. Locals shall be established only by charter granted by the IEB. A charter when granted shall include all the members in a city or area specified by the IEB. Under special circumstances the IEB may charter a second Local in one territory, but not without the written consent of the first.

SECTION 2. Membership in good standing of not less than seven shall be required for the granting and maintenance of a charter.

SECTION 3. Applications for charters shall be made on a standard form furnished by the IEB, and shall be accompanied by a charter fee of \$5.00.

SECTION 4. Locals shall be charged with the duty of enforcing provisions of this Constitution affecting their membership.

SECTION 5. (a) No Local shall adopt a constitution or by-laws in conflict with this Constitution or with the policies of TNG adopted in Convention. Every Local shall submit to the IEB a copy of its constitution and by-laws and any amendments thereto as adopted. New Locals shall submit their constitutions or by-laws within two months of being chartered. The IEB shall order the revision of provisions found to be in conflict with this Constitution or Convention policies. If any issue arises in a Local in which the application of the Local constitution or by-laws is at variance with TNG's Constitution or Convention policies, the issue shall be governed

## *Article VIII*

by TNG's Constitution and Convention policies.

(b) TNG's Constitution shall govern in any matter not specifically provided for either in the by-laws of the Local or by Local legislation.

**SECTION 6.** (a) Locals shall hold general membership meetings at least four times a year, but at no time shall there be a lapse of more than four months between meetings. Subject to the approval of the Local membership in a referendum, exceptions to this rule may be made in Locals of 3,500 members or more or Locals which have units separated by 40 miles or more which, in either instance, have both an Executive Committee and a Representative Assembly. Such Locals shall be required to hold general membership meetings at least twice a year as provided in the Local by-laws.

(b) In lieu of the membership meeting provided in paragraph (a) 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 referenda procedures. Meetings of the Wire Service units in each location shall be held at least four times a year.

**SECTION 7.** (a) Locals shall elect officers annually, unless the Local membership by referendum determines that they shall be elected biennially. The officers shall include at least a president, a treasurer and a secretary. Where a

### *Article VIII*

president and at least one other officer are elected, the office of secretary and treasurer may be combined.

(b) Locals shall provide in their by-laws for an Executive Committee of not fewer than three members.

(c) The officers of Locals prescribed by Local by-laws under Section 7(a) shall be elected by the membership, by secret ballot referendum in the event of a contest. Members of an executive committee other than such officers shall be elected by a secret ballot in the event of a contest according to procedures, and in the units or membership divisions they represent, as Local by-laws may prescribe.

(d) In the event of a contest by referendum ballot for Local officers, as prescribed by Local by-laws under Section 7(a), the names of all nominees for office shall be placed on the ballot either by slate, or in alphabetical order or in order determined by lot. Each candidate may be identified on the ballot by his or her unit.

(e) No Local constitution or by-laws shall provide that nominations for Local offices or for the membership of the Executive Committee shall be made by the Executive Committee. In Locals of more than 250 members which have both an Executive Committee and a Representative Assembly elected by the membership, the Representative Assembly may nominate for the offices prescribed by Local by-laws under Section 7(a) and for such members of the Executive Committee as, according to Local by-laws, are to be elected at large. If nominations of such officers and other members of the Executive

## Article VIII

Committee are made by Representative Assembly, adequate opportunity shall be given for additional nominations by membership petition.

(f) Vacancies in the Local offices prescribed by Local by-laws under Section 7(a) shall be filled by a vote of the membership by secret ballot either by referendum or at a membership meeting. Vacancies in the membership of an Executive Committee, other than such Local offices, if filled, shall be filled by secret ballot vote, according to the procedures by which, and in the same unit or membership division in which the election was held.

(g) At least 15 days' notice of election of officers and members of an Executive Committee shall be given by mail to each eligible member at his or her home address as shown on the record of the Local, including elections to fill vacancies.

(h) No member may hold Local office or membership in the Executive Committee of a Local subject to the Labor-Management Reporting and Disclosure Act of 1959 so long as he or she is barred from office by Section 504 of said Act.

SECTION 8. Delegates and alternate delegates of Locals to TNG's Convention shall be elected by the membership, by secret ballot in the event of a contest. In case of a contest by referendum ballot, the names of all nominees for position of delegate shall be placed on the same ballot in alphabetical order, or by slate, or in order determined by lot. Each nominee may be identified on the ballot by his or her Unit. Vacancies shall not be filled by appointment.

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**SECTION 9.** Local delegates to all bodies to which the Local may be affiliated shall be elected by the membership or elected or appointed by such other body of the Local as the membership may decide. Pending opportunity for action by the membership, temporary appointments to fill a vacancy may be made by the Executive Committee.

**SECTION 10.** A member who wishes to protest the conduct of any election held by his or her Local pursuant to Sections 7, 8 or 9 of this Article, on the ground that this Constitution, the Local by-laws, or election rules formally adopted by the Local have been violated, may submit the protest to the IEB Appeals Committee within 10 days after exhausting available remedies in the Local. The decision of the IEB Appeals Committee may be successively appealed to the IEB and the Convention within 10 days following the issuance of each respective decision. The decision of the Local and of each successive appellate body shall be binding on all parties and shall remain in effect unless and until it is stayed or overturned on further appeal. The IEB Appeals Committee may refer directly to the IEB any cases of unusual importance or which involve new and important questions of policy. In rendering decisions under this provision, the IEB Appeals Committee and the IEB may act by mail, telegraph, or telephone. All protests and appeals referred to herein shall be filed with the Secretary-Treasurer of TNG.

**SECTION 11.** (a) Local funds shall be used only for legitimate operating expenses, for the

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financing of strike activities and for the purchase for local members of group life, accident, health, hospital, medical and surgical, unemployment, and retirement benefit insurance, singly or in any combination.

(b) Local funds may be used for the purpose of assisting labor and other organizations friendly to TNG and the labor movement and for other activity within the purposes of TNG, including fraternal and social activity, provided the expenditures for these purposes are consistent with the financial ability of the Local to carry out the purposes set forth in Subsection 11(a).

**SECTION 12.** (a) Each Local shall establish a Local Defense Fund.

(b) There shall be deposited to this fund, no later than the 30th day after the expiration of each fiscal quarter, an amount equal to 5% of the Local's gross income from monthly dues in the preceding fiscal quarter, unless on such 30th day the assets in the Local Defense Fund are equal to or greater than \$100 for each member in the last month of the preceding quarter. Effective May 1, 1985, and on May 1 of each succeeding year, this \$100 per member minimum shall be increased by the same percentage as per capita tax is increased under Article XVII, Section 7(b).

(c) The IEB may, for good and sufficient reason, exempt a newly chartered Local or a Local which has been involved in a strike or lockout from operation of this Section for a period of no more than two years from the date

## *Article VIII*

of the chartering of the Local or settlement of the strike or lockout.

(d) Expenditures from the Local Defense Fund may be made only to support the Local's strike or other defense activity, or other activities of an emergency nature, to contribute to other unions, to pay up to, but no more than, 40 cents of per capita tax to TNG, and to pay the International assessment levied by Article XVII, Section 8(a).

**SECTION 13.** (a) Each Local shall keep its financial records in accordance with procedures and on forms supplied by or satisfactory to TNG. Each Local shall cause an audit of all its books, records, and funds to be made annually for its fiscal year by an independent professional accountant designated by the Local or its governing body. Audits shall be according to procedures and on forms supplied by or satisfactory to TNG. All audits shall be available to the membership of the Local and a copy of the annual audit shall be sent to the IEB within thirty days of its completion. In the event that a copy of the annual audit is not submitted within ninety days from the close of a Local's fiscal year, the Secretary-Treasurer may cause an audit to be made, the expense of which shall be borne by the Local.

(b) All Local officers and employees authorized to sign checks upon Local funds or handling Local monies, shall be bonded in amounts and in a manner designated by the Local or its governing body.

(c) All checks issued by a Local shall require

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at least two signatures to be authorized in the Local's by-laws or by the Local's Executive Committee.

**SECTION 14.** No Local shall be or remain incorporated under the laws of any state, territory, province, or country.

**SECTION 15.** No Branch shall make contracts or incur liabilities for TNG unless authorized in writing by the IEB. TNG shall not be liable under such contracts unless they were so authorized.

**SECTION 16.** No Branch of TNG shall, without permission of the IEB or the Executive Officer, demand recognition for a Unit 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 court, tribunal or agency. In case any Branch of TNG shall be brought before the NLRB, or any court or other tribunal, as respondent or defendant the defense of such proceedings shall be conducted in full consultation with and subject to the approval of the IEB, or the Executive Officer.

**SECTION 17.** A Unit shall consist of the members in an individual Shop in which there are not fewer than seven full-time employed members or in a Shop having a contract with the Guild. Within the discretion of the Local, a Unit may consist of members employed in more than one Shop where one or more of the Shops involved employs less than seven members or where the Shops are under the same manage-

## *Article VIII*

ment. The Unit shall have such officers as are prescribed by Local by-laws, who shall be selected, shall serve, and may be removed, as prescribed by Local by-laws. It shall exist only for administrative purposes and for representation of its members within the Local. It shall not have a separate constitution or by-laws. It shall not enter into any agreement. It shall not have relations with any person or organization outside TNG without permission of the Local or the Local governing body.

**SECTION 18.** Locals shall do all in their power to strengthen the labor movement in their respective areas.

**SECTION 19.** In the event that a Local's charter is revoked, suspended, or that the Local disbands, the charter and all books and property shall be delivered or turned over to TNG within ten days after demand by the IEB.

**SECTION 20.** Each Local shall have a standing Human Rights Committee, whose members shall be appointed by the president with the advice and consent of the Executive Committee. The Human Rights Committee members shall have the same term as Local officers. The Human Rights Committee shall be responsible for developing and advancing affirmative-action programs for equal employment and advancement opportunities. Immediately upon appointment, the Human Rights Committee shall elect a chairperson, whose name and address shall be forwarded to TNG. The Locals and their Human Rights Committees shall work with TNG in

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developing effective Human Rights programs and acting on them.

**SECTION 21.** Each Local shall ensure that each of its members is provided with a copy of the current collective bargaining agreement applicable to the member, and a copy of the Local's by-laws; and shall make available to each member a copy of the TNG Constitution.

### **ARTICLE IX.**

#### **District Councils**

**SECTION 1.** District Councils may be formed for the purpose of exchanging information and rendering assistance and mutual aid to member Locals in carrying out their constitutional function. District Councils also shall have the right and function to make recommendations to the IEB which are designed to implement TNG's program. Any other activity may not be undertaken without approval by TNG, except that contributions may be made for the financing of strike activities of Locals, and for the purpose of assisting labor and other organizations friendly to TNG and the labor movement.

**SECTION 2.** (a) A District Council may be formed by Locals within a district designated by the IEB. It shall come into existence when two or more Locals in such district, by appropriate Local action approve District Council by-laws which are consistent with TNG's Constitution and TNG Convention policies, and such by-laws are approved by the IEB.

## *Article X*

(b) District Council membership consists of affiliated Locals. Individual Local members do not have membership in the District Council.

(c) After the formation of the District Council, additional Locals in the district may affiliate.

(d) A Wire Service Local may authorize affiliation with District Councils on a regional basis.

**SECTION 3.** The affairs of the District Council shall be conducted by a Council composed of delegates from constituent Locals, elected under District Council by-laws. The District Council shall elect its officers.

**SECTION 4.** District Council activities shall be financed by the constituent Locals. The IEB may appropriate TNG funds to assist District Council activities, but such funds shall not be used to pay the salary or expenses of a director or other District Council personnel unless such director or other personnel is approved by the IEB.

## **ARTICLE X.**

### **Membership**

**SECTION 1.** Applicants for membership in TNG shall furnish such information as the IEB and the Local require. Application for membership shall constitute a designation by the applicant of the Guild as his or her collective bargaining agent, and such designation shall be co-extensive with said application and resulting membership.

**SECTION 2.** Each member shall receive from

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his or her Local a standard membership card supplied by TNG.

**SECTION 3. (a)** A member shall be in good standing if he or she is not more than one month in arrears on any of his or her constitutional obligations. Members who lose good standing and thereafter remain delinquent one month more shall be automatically suspended.

**(b)** A Local shall be notified by TNG that it appears that a member has been automatically suspended under Article X, Section 3, of TNG's Constitution whenever a Local fails to remit a member's constitutional obligations for two or more consecutive months.

**(c)** Upon receipt of such notice, a Local may either:

**(1)** Establish that the member has met his or her constitutional obligations by remitting the appropriate constitutional obligations to TNG; or

**(2)** Within 10 days advise the member of his or her suspension and give him or her at least two days' notice to appear before the Executive Committee to show cause why he or she should not be expelled for failure to meet his or her constitutional obligations. Such notice shall be in writing, but failure of the Local to give, or of a member to receive, such notice shall not affect his or her suspension. The Executive Committee may designate a representative before whom the suspended member shall be directed to appear at a reasonable time and place. If after such hearing the Executive Committee is not satisfied with such showing made by the sus-

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pended member it may forthwith expel the member; or

(3) Continue the member in suspension.

(d) A member who, according to TNG records, remains in suspension for 12 months or more may with the concurrence of the Local be dropped from the membership rolls.

(e) TNG shall be notified of all decisions to expel members under provisions of this section.

(f) TNG records shall show the status of any member affected by the above processes.

(g) Suspended, expelled, or dropped members at all times shall be restored to good standing or readmitted only in accordance with the reinstatement provisions of Article X Section 11(a).

(h) A member's constitutional obligations, including a fine or penalty under Article X Section 16, or Article XII Section 3, may be enforced by civil action in any court of jurisdiction.

**SECTION 4.** No member not in good standing shall be permitted to vote, offer or second a motion, nominate for office, hold office, or be a candidate for office. A member suspended otherwise than under Section 3 of this Article shall be subject to the foregoing restrictions and in addition may not attend meetings of Guild bodies or speak at such meetings except by permission of the meeting or as permitted by Article XII Section 4(c). A suspended member shall remain under all the obligations of membership during the period of suspension.

**SECTION 5.** No member shall work for lower

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wages than, longer hours than, or under conditions inferior to, those established through Guild action in the Shop in which he or she is employed.

**SECTION 6. (a)** A member shall belong to the Local which negotiates his or her contract. A member not under contract shall belong to the Local in the area of his or her principal employment.

**(b)** A member elected to full-time office in The Newspaper Guild shall retain membership in his or her home Local.

**(c)** A member elected or appointed Executive Officer of another Local shall be a member of that Local, and may retain membership in his or her home Local, but in TNG referenda shall vote only in the Local of which he or she is Executive Officer.

**(d)** A member appointed to TNG's staff may elect to be a member in his or her home Local or in the Local in whose area he or she is assigned, or if he or she is eligible under Article X Section 7, to be a member-at-large. The authority and power of the Convention and the IEB under Article IV Section 1, and of the IEB under Article VI Section 8, and Article VII Section 1, of TNG's Constitution shall not be invoked by TNG's staff or any individual TNG staff employee as TNG member or members in connection with any grievance or dispute concerning terms and conditions of employment of TNG's staff which is subject to procedures for adjustment and settlement provided by collective bargaining agreement between TNG and the

## *Article X*

collective bargaining representative of TNG's staff.

**SECTION 7.** In an area where no Local exists membership at large shall be permitted in TNG. In such case, TNG headquarters shall fulfill the administrative functions of the Local.

**SECTION 8.** Application shall be submitted to the designated agent of the Unit in the Shop where the applicant is employed, or where he or she was last employed, or through the Local Secretary, but in any event at least one of the Unit officers shall be consulted before the Local acts upon the application. An applicant shall not become a member until he or she shall have paid the required initiation fee or reinstatement fee, and one month's dues, and until the Local or its Executive Committee shall have approved his or her application in respect to eligibility and compliance with constitutional requirements. Membership shall commence with the first day of the first month for which dues are paid. When an application is rejected or action upon it is withheld, the applicant shall be given a written statement of the reason.

**SECTION 9. (a)** When an applicant who has not been a member previously has worked for less than one year in the territory of the Local to which he or she makes application, that Local shall not act upon it until the Local in the city of his or her last prior employment has been consulted.

**(b)** When an applicant has worked at any time in or for a Shop which was on strike, in another city, the Local to which he or she applies shall

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obtain the consent of the Local in the other city before admitting the applicant to membership.

(c) An applicant who has been expelled or suspended from one local shall be readmitted in another Local only with the consent of the first.

(d) An applicant may be deemed ineligible or required to pay a special fee because of prior acts which would have made him or her liable to expulsion from the Guild.

(e) All decisions of Locals under this Section shall be subject to appeal to the IEB, and any disputes between Locals under this Section shall be referred to the IEB for decision.

**SECTION 10.** (a) TNG shall issue standard transfer cards upon which all transfers of membership will be effected.

(b) All transfers from one Local to another shall be processed through TNG. Upon notice from any source that a member requires such transfer, TNG shall effect the transfer subject to the further provisions of this Section.

(c) No transfer of membership shall be effected until all financial obligations in the Local from which the member is transferring have been satisfied and that Local so states to TNG, and until such other constitutional objections posed by the Local from which the member is transferred have been satisfied and that Local so informs TNG. TNG shall act on the basis of TNG records when a Local does not respond within 30 days to a request for information under this rule.

(d) A transferring member shall be allowed a grace period of not more than 60 days, begin-

## Article X

ning with the last day of the month for which he or she was in good standing in the former Local, in which to complete a transfer to a new Local without losing good standing and without having to pay a reinstatement or initiation fee.

(e) Procedures not specifically provided for by this section shall be determined by the Secretary-Treasurer in a manner consistent with the Constitution, to provide for efficient and practical transfers, and to protect the interests of the affected Locals and of the transferring member.

(f) All decisions under this Section shall be subject to appeal to the IEB.

SECTION 11. (a) A member who has been suspended, expelled, or dropped may be readmitted or reinstated to good standing upon payment of a reinstatement fee to be set by the local Guild, such fee in the discretion of the Local to take the place of all arrearages of constitutional obligations up to the date of reinstatement. Such fee shall not be less than \$2.00. Such readmission or reinstatement shall not be allowed except upon the specific decision of the Executive Committee of the Local. Such readmission or reinstatement shall not be granted to a member more than twice within two years without the approval of the IEB. Application of this Section may be waived by the Local in the event that a member pays up his or her arrearages and is reinstated after automatic suspension under Section 3 of this Article.

(b) The local Guild may waive the provisions for the payment of a reinstatement fee for mem-

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bers who have entered the armed forces.

**SECTION 12.** A member of the Guild shall belong automatically to the Unit of the Shop where he or she is employed. When a member ceases his or her employment and remains unemployed, he or she may continue in active membership for a period not to exceed three months in his or her own Unit and for a period not to exceed nine additional months in his or her Local, upon expiration of which time he or she shall take an honorable withdrawal card if otherwise entitled to it, with all preferential rehiring rights unimpaired, provided, however, that a member whose dismissal is being contested by himself or herself, the Unit or the Local, and who obtains temporary employment elsewhere shall remain a member of the Local until such time as the Local or its governing body declares the case adjusted.

**SECTION 13.** (a) A member who becomes ineligible shall withdraw, after having paid all financial obligations to the Guild, and be issued an honorable withdrawal card by TNG through the Local; provided, however, that this shall not apply to members who obtain a leave of absence from their Shops prior to the withdrawal from the industry. An honorable withdrawal card shall entitle the holder to reinstatement without payment of a reinstatement fee upon his or her becoming eligible again, provided he or she apply for such reinstatement as of the time of his or her becoming eligible, and provided that in the meantime he or she has committed no act which would make him or her liable to ex-

## *Article X*

pulsion under this Constitution. The IEB may revoke an honorable withdrawal card upon recommendation of any Local. Upon resumption of Guild membership by an applicant holding an honorable withdrawal card, his or her first month's dues shall be applied to the month following that in which the application is made.

(b) A member leaving a shop or department or division thereof covered by Guild contract for one not so covered may resign, and any application for withdrawal by such members shall be considered a resignation. Upon resignation such members shall be issued an "acceptance of resignation" card, the contents of which shall be determined by the IEB.

(c) No resignation or withdrawal may be accepted during a strike or lockout, or at a time when a strike or lockout appears imminent.

SECTION 14. Each member shall advise his or her Local, and the Local shall advise TNG on forms provided for the purpose, of his or her home address and any change in home address. Members-at-large shall advise TNG directly.

SECTION 15. Any offer to withdraw or to resign from membership in the Guild other than for the reasons set forth in Section 13 of this Article shall be submitted in writing to the governing board of the Local, together with the reasons, in detail, for such contemplated withdrawal or resignation. The governing board of the Local shall thereupon inquire into the causes and vote on whether such withdrawal or resignation shall be accepted or rejected. Any acceptance shall always be conditioned upon full pay-

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ment of all financial obligations due and owing to the Guild. Upon the rejection of any offer to withdraw or resign, the membership obligations of the member making such offer shall continue in full force and effect. A member may appeal rejection of his or her resignation to the Local membership. A copy of the offer to withdraw or resign, together with the action taken by the Local thereon, shall be forwarded to the IEB. Such action shall not become final until approved by the IEB. No resignation or withdrawal may be accepted during a strike or lockout, or at a time when a strike or lockout appears imminent.

SECTION 16. (a) Local Guilds may adopt rules to enforce attendance at membership meetings or Unit meetings and may establish a system of fines and penalties which, in no event, shall exceed one month's dues for each offense.

(b) The Locals may, under their by-laws, delegate to a Unit the power to establish, subject to the approval of the Local governing body, a fine for failure to attend Unit meetings, said fine not to exceed the amount provided for in Section 16(a).

SECTION 17. To aid a Local to maintain contact for organizing purposes with Guild members who are no longer under Guild contract, the Secretary-Treasurer may grant inactive membership status to such members. Such inactive members shall have the same status as associate members. The Secretary-Treasurer shall report the status of such grants to the IEB.

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**ARTICLE XI.**

**Associate and Retired Members**

SECTION 1. Associate and retired members shall be entitled to an appropriate card issued by TNG and shall have the right to attend and to speak at Guild sessions but shall not have the right to make or second motions, to vote, or to hold office, except in the conduct of activities of associate or retired units.

SECTION 2. Associate members shall belong to the nearest Local in the area in which their institutions are located. They may be formed into associate units of the Local, subject to the by-laws and regulations of the Local.

Retired members shall belong to the Local to which they last belonged as members. They may be formed into a retired unit of the Local, subject to the by-laws and regulations of the Local.

SECTION 3. Associate and retired members shall not be subject to the disciplinary provisions of this Constitution, but their membership shall be revocable by the Local to which they belong, subject to appeal to the IEB, or by the IEB.

SECTION 4. Associate membership rights shall terminate when the associate member ceases to be eligible within the meaning of Section 5 of Article II. An associate member withdrawing upon becoming ineligible shall not be entitled to an honorable withdrawal card. An associate member who has maintained paid-up membership to the time of becoming ineligible

## Article XII

shall, in the event he or she becomes eligible for full Guild membership and applies for such membership as of the date he or she becomes eligible, be entitled to admission without initiation fee. A former associate member who was not paid up when he or she became ineligible or who applies for full membership as of a date later than that at which he or she became eligible, shall be subject to the provisions of Article X Section 11(a).

SECTION 5. Associate and retired membership shall figure in no way in the standing of a Local.

### ARTICLE XII.

#### Discipline of Members

SECTION 1. *Offense.* The following acts are offenses for which members may be disciplined.

(a) Willful violation of this Constitution or the constitution or by-laws of any Branch of TNG, or any willful action tending to defeat the constitutional purposes of TNG.

(b) Making a false statement or withholding material information when applying for membership or for strike or lockout benefits.

(c) Disobeying or failing to comply with any lawful decision or order of TNG or of any body with jurisdiction over the member, or any willful action tending to defeat or impede activities of TNG or any of its Branches in furtherance of the constitutional purposes of TNG.

(d) Misappropriating money or property of TNG or any of its Branches.

## *Article XII*

(e) Working for or in a Shop which is on strike called or endorsed as provided in Article XIX.

(f) Working for or in a Shop which is locked out, contrary to the policy adopted by the Local Guild with respect to such lockout.

(g) Entering into a "Yellow Dog" contract, or any contract which might injure the Guild.

(h) Disclosing to any employer or employer's agents any confidential matter of TNG or any of its Branches.

(i) Acting collusively with an employer or an employer's agent to the detriment of TNG or any of its Branches.

(j) Taking legal action against the Guild before exhausting all remedies provided in the Constitution.

(k) Participating in the formation of or becoming a member of a rival organization attempting to defeat the collective bargaining aims of the Guild.

(l) Withdrawing designation of the Guild as the member's collective bargaining agent.

(m) Acting in anywise to circumvent, defeat or interfere with: (1) collective bargaining between the Guild and an employer; (2) existing collective bargaining agreements.

(n) Working for lower wages than, longer hours than or under conditions inferior to those established through Guild action in the Shop in which he or she is employed.

(o) Maliciously and frivolously filing charges against a member, a Local officer, District officer, International officer or Local, provided that such charge may be filed only after dismissal of the charge alleged to have been

## Article XII

maliciously and frivolously filed.

**SECTION 2. *Procedures and Trials.*** Members shall be disciplined for the offenses set forth in Section 1 in accordance with the following procedure:

(a) Discipline shall be initiated by the filing of a charge signed by not fewer than two members of TNG in good standing. Such charge shall be filed with the Secretary of the Local of which the accused is a member, or with the Secretary-Treasurer of TNG if the accused is a member at large, accompanied by one additional copy of the charge for each accused.

(b) Where a member has moved from the territory of one Local but has not sought transfer to another Local, charges may be filed against him or her and heard in accordance with this Article, in either his or her former Local or the Local in whose territory he or she is located.

(c) No charge may be filed later than 6 months after the commission of the acts charged (or after the last of a series of continuous and related acts), except that the IEB may upon application filed with the Secretary-Treasurer of TNG not later than 2 years from the expiration of the 6 months' limitation, allow the filing of a charge; provided, that if a charge be dismissed for reasons relating to procedure rather than its merits a charge on the same facts may be reinstated not later than 60 days from dismissal.

(d) The charge shall state the provisions of TNG's Constitution alleged to have been violated and shall specify the act or acts alleged to constitute such violation.

## *Article XII*

(e) The Secretary shall as promptly as possible cause a copy of the charges to be served upon the accused, either personally or by registered or certified mail, return receipt requested, to the address of accused as it appears upon Local or TNG records.

(f) The accused may file a preliminary written answer with the Secretary, accompanied by 2 additional copies, not later than 10 days after the service of the charge upon him or her. The Secretary shall cause a copy of the answer to be served upon at least one of the accusers, either personally or by registered or certified mail, return receipt requested, to the address of such accuser as it appears upon the records of the Local or TNG.

(g) If a member is accused under Article XII Section 1(e) of working for or in a Shop which, at the time the charge is filed, is struck by a Guild Local, the Local Executive Committee may require the accused to show cause to the Local Executive Committee why he or she should not be suspended pending determination of the charge by a Trial Board as hereinafter provided. The accused shall be given two days' notice if served personally and three days' notice if served by registered or certified mail, of the time and place of hearing before the Local Executive Committee on such order to show cause. The hearing by the Local Executive Committee shall be conducted in accordance with Article XII Section 2(1), except that the Local Executive Committee may proceed in the absence of the accused regardless of any excuse offered for such absence if it deems the matter of

## *Article XII*

sufficient urgency. If, after such a hearing, the Local Executive Committee decides there is reasonable probability that the accused is guilty as charged, the Local Executive Committee may suspend the accused pending determination of the charge by the Trial Board.

Such suspension shall at the request of the suspended member, be reviewed by the membership meeting or, at the option of the suspended member, by the Representative Assembly in a Local having a Representative Assembly, except that in the case of a Wire Service Local the review shall be by the Representative Assembly.

The review shall be conducted at a meeting, notice of which shall specify the business to be conducted and at which the accused shall be afforded opportunity to appear and be heard.

(h) If the accused is a member of a Local the Secretary shall refer the charge and any answer to the Local Executive Committee which shall initiate consideration of the matter at its first meeting following the expiration of the time of the accused to file answer. No later than 60 days after expiration of the time of the accused to file an answer the Executive Committee shall either dismiss the charge or refer the same to a Trial Board, hereinafter provided, for hearing and determination.

(i) If the accused is a member at large, the Secretary-Treasurer of TNG shall refer the charge and any answer to an Appeals Committee of the IEB, hereinafter provided. The Appeals Committee shall, no later than 60 days from the expiration of the time of the accused to

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file answer, either dismiss the charge or refer the same to an appropriate Local Trial Board for hearing and determination.

(j) Each Local other than a Wire Service Local shall have a standing Trial Board, consisting of 5 members appointed by the President of the Local with the advice and consent of the Executive Committee, and subject to approval by the membership. Each Local may, in addition, have up to 5 Trial Board alternates appointed by the President with the advice and consent of the Executive Committee, and subject to approval by the membership. In the event a member of the standing Trial Board is unable to hear and decide any given case, the President may designate one of the alternates as the replacement. The Trial Board, and alternates if any, shall have the same term as Local officers. Appointments to fill vacancies in the Board shall be made by the President with the advice and consent of the Executive Committee. The Trial Board shall have the power to hear and decide a charge referred to it by the Executive Committee notwithstanding expiration of term or any change in the membership eligibility or status of any member thereof. A Wire Service Local shall provide in its by-laws for a number of Trial Boards treating city or regional membership as a Local for that purpose.

(k) Immediately upon appointment, the Trial Board shall meet to elect a chairperson. Upon reference of a charge to it for hearing, it shall give the accused and the accusers 10 days' written notice of the time and place of hearing, personally, or by registered or certified mail,

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return receipt requested.

(l) The Trial Board shall conduct the hearing, at which accusers and the accused shall be given an opportunity to be heard, to introduce evidence, to examine and cross-examine witnesses. The accused shall have the right to be confronted with evidence and witnesses against him or her. As a general rule, nonmember lawyers will not be permitted to participate in the hearing, and the accusers and accused may utilize as their counsel only another member of TNG; however, the Trial Board may in its discretion permit both parties to be represented by lawyers. The Trial Board may proceed if the accused is absent without satisfactory excuse. At any session of the Trial Board, 3 members shall constitute a quorum. A majority of the 5-member Board shall be required for a decision.

(m) The decision of the Trial Board shall be delivered no later than 30 days after completion of the trial, provided that at the request of the Trial Board, in unusual circumstances, the Secretary-Treasurer of TNG may extend the deadline by up to 15 days. It shall state the charge against the accused, shall state the facts found by the Trial Board, shall state the verdict, and the penalty, if any. The Trial Board shall also prepare and attach to the decision a summary of documentary evidence and of the testimony unless a transcript is available. The Trial Board shall serve a copy of the decision and summary of testimony upon the accused personally or by registered or certified mail, return receipt requested, and file a copy with the Local

## Article XII

Secretary and with the Secretary-Treasurer of TNG. If the Trial Board has not rendered a decision within 6 months (12 months in the case of a Wire Service Local) after the filing of a charge, the charge shall be deemed as having been automatically dismissed. At the request of the Trial Board, in unusual circumstances, the Secretary-Treasurer of TNG may extend the deadline by up to 60 days.

(n) With respect to a charge of violation of Section 1(o), all of the above provisions shall apply, except that the charge shall be filed with the Secretary-Treasurer of TNG, and shall be heard in the first instance by the IEB Appeals Committee in lieu of a Local Trial Board; and except that any limitation of time for filing of such charge shall run from date of dismissal of the charge alleged to have been maliciously and frivolously filed.

(o) Where the IEB is convinced, after receipt of a petition from either the accused member or from those filing the charges, that a fair trial is impossible in the accused member's Local, because of partiality, hostility or fear of reprisals, the IEB may order trial before a Trial Board of a nearby Local. The expense for such trial shall be borne by the accused member's Local.

### SECTION 3. *Penalties.*

(a) Upon a verdict of guilty of any charge, the Trial Board may impose a penalty of expulsion; suspension; fine; public reprimand or admonishment; special remedial action appropriate to cure the offense; other penalty appropriate to the offense; or any combination thereof, and the

## *Article XII*

Trial Board shall determine when any such penalty has been satisfied. Pending satisfaction of a penalty, except expulsion, a penalized member shall be a suspended member as defined in Article X Section 4, of TNG's Constitution.

(b) Upon a verdict of guilty of a charge of violation of Article XII Section 1(e) or Section 1(f), the Trial Board shall impose a fine equal to the compensation of the accused for work in violation of Section 1(e) or Section 1(f), as nearly as may be determined by the Trial Board. In case of aggravated circumstances, the Trial Board may increase the amount of the fine by no more than 25 percent. The Trial Board shall include in its summary of evidence required by Article XII Section 2(m) a statement of the basis for the amount of the fine. The Trial Board may submit to the reviewing body provided for by Article XII, Section 4(c) a recommendation for reduction in the fine because of mitigating circumstances described in the Trial Board's summary of the evidence.

The penalty may also include any other penalty allowed by Section 3(a). Imposition of the fine provided by this subsection shall not prevent additional fines for violations of other subsections of Article XII Section 1.

### *SECTION 4. Confirmations and Appeals.*

(a) The accusers shall have the right to appeal to the IEB Appeals Committee from a refusal or failure of the Executive Committee to refer a charge to a Trial Board or from automatic dismissal of a charge under Section 2(m). Such

## *Article XII*

appeal shall be taken no later than 10 days from notice to the accusers of such refusal, or 10 days from the expiration of the period in which the Executive Committee is required to act without having done so, or 10 days from the automatic dismissal of a charge under Section 2(m), as the case may be. Such appeal shall be filed with the Secretary-Treasurer of TNG, who shall refer it to the IEB Appeals Committee and serve a copy on the Local Executive Committee, and in the case of an appeal from a Section 2(m) dismissal an additional copy on the Chairperson of the Trial Board. The accusers and the accused shall be notified of the time and place of the IEB Appeals Committee meeting which will consider the appeal. At such meeting, all shall be given an opportunity to be heard. No further appeal may be taken from the decision of the IEB Appeals Committee.

(b) There shall be no appeal from a Trial Board's acquittal of the accused; provided, that acquittal shall not bar further proceedings against the member as an officer for dereliction of duty.

(c) A decision of the Trial Board finding an accused Local member guilty of an offense shall be effective when rendered, subject to review by membership meeting, notice of which shall specify the business to be considered and at which meeting the accused shall be afforded an opportunity to appear and be heard. Such membership meeting may vacate or sustain the decision, or may sustain the verdict and reduce the penalty. A decision of a Trial Board finding a member at large guilty of an offense, or a decision of a Trial

## *Article XII*

Board convened pursuant to Article XII Section 2(o), shall not be subject to membership review. A decision of a Trial Board finding a member of a Wire Service Local guilty of an offense may be reviewed in lieu of a membership meeting by the Executive Committee or Representative Assembly at the option of the accused.

(d) A verdict of guilty sustained by membership meeting, or without such membership review in case of a member at large or in case of a trial under Article XII Section 2(o), or if a membership meeting does not act within 60 days of the Trial Board's decision, may be appealed to the IEB. Such appeal shall be filed with the Secretary-Treasurer of TNG by registered or certified mail posted not later than 30 days from confirmation of the verdict by membership, or from notice of Trial Board decision in case of a member at large or in case of a trial under Article XII Section 2(o), or not later than 70 days from notice of Trial Board decision if membership meeting does not act within 60 days after Trial Board decision. The appeal shall state the grounds of appeal, together with a statement that a copy thereof was furnished to the Local Secretary, or to the accusers in the case of a member at large, or to the Secretaries of both Locals and the accusers in the case of a trial under Article XII Section 2(o). The Local Secretary, or the accusers in the case of a member at large or in case of a trial under Article XII Section 2(o), may file an answer to the appeal with the Secretary-Treasurer of TNG no later than 15 days from receipt of the appeal. The IEB, or its Appeals Committee if the IEB is not

## *Article XII*

in session, may determine to hear the appeal on the record or may determine to allow a new hearing or the submission of additional evidence, and may appoint an agent or committee to hear such evidence and report to the IEB thereon. The IEB shall afford the accused, and the Local, or the accusers in case of a member at large or in the case of a trial under Article XII Section 2(o), opportunity to argue the appeal upon the record and such testimony as may have been heard. The IEB may make such decision as justice requires, including ordering a new trial by the Trial Board, but may not increase the severity of the penalty; provided, that vacating the decision by the IEB shall not bar further proceedings against the member as an officer for dereliction of duty. Once charges have been filed, the IEB shall not make or issue decisions or opinions with respect to those charges except on appeal to the IEB following the trial procedures set out in this Article, or except as otherwise specifically provided in this Article. The IEB, or its Appeals Committee if the IEB is not in session, may, upon written application of an appellant, grant a stay of a Trial Board's action pending the outcome of appeal to the IEB.

(e) Any ruling on a procedural question may be raised on appeal from the final decision or by way of interim appeal to an IEB Appeals Committee, which shall consist of 3 Vice Presidents of TNG, appointed by the International Chairperson of TNG with the advice and consent of the IEB. Such interim appeal shall be taken by filing with the Secretary-Treasurer of TNG a written statement setting forth the procedural

## *Article XII*

defect complained of and the ground of complaint, and shall be filed no later than 3 days from the occurrence of the procedural defect complained of, accompanied by a statement showing service of a copy thereof upon at least one of the accusers, or upon the accused (as the case may be), the Local Secretary, and the chairperson of the Trial Board if one has been constituted. Any answer to the appeal shall be filed within 2 days. The Secretary-Treasurer shall at once refer such interim appeal to the IEB Appeals Committee. Two members of the Appeals Committee shall constitute a quorum. Such appeal shall not stay the proceeding unless and until a stay thereof be ordered by the Appeals Committee. The Appeals Committee shall decide the appeal with all possible speed, and if the Appeals Committee sustains the appeal shall issue an order designed to correct the procedural defect. The Appeals Committee may, however, in cases of unusual importance or which involve new and important questions of policy, refer the appeal to the IEB. The Appeals Committee may deny the interim appeal of an accused without prejudice to his or her right to raise the point again in any allowable appeal from final decision. Failure to take an interim appeal shall not bar an appellant from raising a point of procedure in any allowable appeal from a final decision, but no point of procedure decided by interim appeal shall again be raised. No further appeal may be taken from a decision of the Appeals Committee or of the IEB on an interim appeal.

(f) The accused may take a further appeal

### *Article XIII*

from an IEB decision affirming a conviction to the next Convention by filing with the Secretary-Treasurer of TNG a written statement on the ground of appeal. Such appeal shall be filed no later than 30 days from notice of the IEB decision appealed from, accompanied with a statement showing service of a copy on the Local Secretary if the accused is a Local member, or on the accusers if the accused is a member at large, or on the Secretaries of both Locals and the accusers in case of a trial under Article XII Section 2(o). If notice of such decision is given less than 45 days before a Convention opens, the appeal may be filed on the opening day of the Convention or the appropriate committee shall accept a later appeal; but if appeal is not so filed or rejected as untimely, appeal may be taken to the next Convention thereafter.

### **ARTICLE XIII.**

#### **Disciplinary Removal of Local Officers**

**SECTION 1.** *Membership offense charged against officer.*

A Local officer, charged with violation of Article XII Section 1 of TNG's Constitution shall be charged as a member and tried as a member in accordance with the provisions of Article XII. An officer so charged shall be suspended from office upon the Executive Committee's referring the charge to a Trial Board for hearing and determination. Upon a final verdict of guilty the officer shall be removed from office for the balance of the term of office, without regard to any penalty against him or her

### *Article XIII*

as a member. If the charge is dismissed, the suspension from office shall terminate.

#### **SECTION 2. *Dereliction in duty.***

A Local officer may be removed from office for dereliction in duty. Such removal shall not affect the officer's status as a member.

#### **SECTION 3. *Procedure for disciplinary removal of officer.***

(a) A charge against an officer for dereliction in duty may be brought by any three members of the Local in good standing, by filing the charge with the Local Secretary or other officer, furnishing the charged officer with a copy thereof.

(b) Such charge shall be in writing, signed by the members bringing it, and shall specify the acts or omissions alleged to constitute dereliction in duty.

(c) The charge shall be referred to the Trial Board. In the case of a Wire Service Local, the Executive Committee shall appoint, with the advice and consent of the Representative Assembly, a five-member Trial Board and five alternate members. A majority thereof shall constitute a quorum. The Trial Board shall hold such hearing no later than 15 days from the filing of the charge. At such hearing, the accusers and the accused officer shall be given an opportunity to be heard, to introduce evidence, to examine and cross-examine witnesses, and the accused officer shall have the right to be confronted with the witnesses and evidence against him or her. As a general rule, nonmember lawyers will not be permitted to participate

### *Article XIII*

in the hearing, and the accusers and accused may utilize as their counsel only another member of TNG; however, the Trial Board may in its discretion permit both parties to be represented by lawyers.

#### **SECTION 4. *Penalty.***

The Trial Board shall render a decision on the charge and may recommend appropriate penalty or remedial action, and may also recommend removing the officer found guilty of dereliction in duty from office for the balance of the term or lesser period. The decision shall summarize the facts found and the reasons for the decision and recommend penalty if any. A decision recommending removal shall immediately suspend the officer from office.

#### **SECTION 5. *Membership review.***

(a) Except in the case of a Wire Service Local, the decision and recommendation of the Trial Board shall be subject to review by the first membership meeting thereafter, notice for which shall specify the business to be considered.

(b) Except in the case of a Wire Service Local, the membership meeting may confirm or vacate the decision, and may vacate, modify or impose penalty of removal from office. A membership meeting which vacates an acquittal shall specify its decision and penalty.

(c) In the case of a Wire Service Local the decision and recommendation of the Trial Board shall be subject to review by the Representative Assembly which shall meet no later than 60 days

### *Article XIII*

after the decision and recommendation is announced by the Trial Board.

#### **SECTION 6. *Appeal.***

(a) A Local officer removed from office for dereliction in duty may appeal to the IEB Appeals Committee only matters of compliance with constitutional procedure, fairness of trial, or proper conduct of the membership vote confirming the removal, but not the merits of the removal.

(b) Such appeal shall be taken by filing a statement, with a showing of service of a copy on the Local, of the constitutional violations, unfairness, or improper conduct complained of with TNG's Secretary-Treasurer no later than 30 days from the action of a membership meeting, or from the date of the first regular membership meeting at which no action was taken thereon. The Local may file an answer to the appeal within 15 days from the service of the appeal.

(c) The IEB Appeals Committee may determine the appeal on the record, or may hear evidence and may appoint a committee or agent to hear evidence and report thereon. The IEB Appeals Committee shall afford the appellant and the Local an opportunity to argue the appeal, on the record or on testimony heard.

(d) Pending such appeal, the removed officer shall be suspended from office. If the IEB Appeals Committee finds unconstitutional procedure, unfairness or improper conduct, it shall order such new proceedings as will cure the defect.

## Article XIV

### SECTION 7. *Acquittal of officer.*

Acquittal of an officer on a charge of dereliction in duty shall not bar proceedings against the officer as a member under Article XII, but if the Executive Committee decides that substantially the same acts or omissions are specified as the basis for both charges, the officer shall not be suspended from office until a Trial Board decision finding him or her guilty of the charge is confirmed by membership action.

## ARTICLE XIV.

### **Disciplinary Removal of District Council Officers**

#### SECTION 1. *Membership offense charged against District Council officer.*

A District Council officer charged with violation of Article XII Section 1, of TNG's Constitution shall be charged and tried in his or her Local as a member in accordance with the provisions of Article XII. An officer so charged shall be suspended from office upon the Local Executive Committee's referring the charge to the Trial Board for hearing and determination and the District Council shall be so notified. Upon a final verdict of guilty the officer shall be removed from office for the balance of the term of office, without regard to any penalty against him or her as a member. If the charge is dismissed, the suspension from office shall terminate.

#### SECTION 2. *Dereliction in duty.*

A District Council officer may be removed from office for dereliction in duty. Such remov-

## Article XIV

al shall not affect the officer's status as a member.

### SECTION 3. *Procedure for disciplinary removal of District Council officer.*

(a) A charge against a District Council officer for dereliction of duty may be brought by any 3 members in good standing of one or more Locals affiliated with the District Council, by filing the charge with the District Council Secretary or other officer, furnishing the accused officer with a copy thereof.

(b) Such charge shall be in writing, signed by the members bringing it, and shall specify the acts or omissions alleged to constitute dereliction in duty.

(c) The charge shall be heard at a meeting of the District Council, of which the accused and accusers have at least 15 days notice stating that the charge will be heard. At such meeting, the accusers and the accused officer shall be given an opportunity to be heard, to introduce evidence, to examine and cross-examine witnesses, and the accused officer shall have the right to be confronted by witnesses and evidence against him or her. As a general rule, nonmember lawyers will not be permitted to participate in the hearing, and the accusers and accused may utilize as their counsel only another member of TNG; however, the District Council may in its discretion permit both parties to be represented by lawyers.

### SECTION 4. *Decision and Penalty.*

The Council shall render a decision on the charge and may require remedial action from the

## Article XIV

officer and/or remove the officer found guilty of dereliction in duty from office for the balance of his or her term or lesser period. The decision shall summarize the facts found and the reasons for the decision and any penalty shall be filed and copy furnished to the accused officer.

### SECTION 5. *Appeal from disciplinary removal of District Council officer.*

(a) A District Council officer removed from office under Article XIV Sections 2 and 3, may appeal to the IEB Appeals Committee only matters of compliance with constitutional procedure and the fairness of the hearing accorded him or her.

(b) Such appeal shall be taken by filing a statement of the constitutional violations or unfairness complained of with TNG's Secretary-Treasurer no later than 30 days from the decision of the Council, accompanied by a statement showing service of a copy of the appeal on the Secretary or other officer of the District Council. The Council may file an answer to the appeal within 15 days from service of a copy of the appeal.

(c) The IEB Appeals Committee may determine the appeal on the record or may hear evidence and may appoint a committee or agent to hear evidence and report thereon. The IEB Appeals Committee shall afford the appellant and the District Council opportunity to argue the appeal, on the record or on the testimony heard.

(d) Pending such appeal, the removed officer shall be suspended from office. If the IEB Appeals Committee finds unconstitutional pro-

## Article XV

cedure or unfairness, it shall order such new proceedings as will cure the defect.

**SECTION 6. *Acquittal of District Council officer.***

Acquittal of a District Council officer on a charge of dereliction in duty shall not bar proceedings against the officer as a member under Article XII, but if the Local Executive Committee decides that substantially the same acts or omissions are specified as the basis for both charges, the officer shall not be suspended from office until a Local Trial Board decision finding him or her guilty is confirmed by membership action.

## **ARTICLE XV.**

### **Disciplinary Removal of International Officers**

**SECTION 1.** An International officer may be tried by the IEB and removed from office for dereliction in duty or for a membership offense. Such removal shall not affect the officer's status as a member.

**SECTION 2. *Membership offense.***

An International officer may not be tried in his or her Local for a membership offense under Article XII. After his or her removal from office he or she may be charged and tried in his or her Local for a membership offense under Article XII.

**SECTION 3. *Charge and Hearing.***

(a) Charges against an International officer may be brought by any 3 members of the IEB or

## Article XV

by any 3 Locals.

(b) Such charge shall be in writing and signed by the IEB members bringing it, or by 2 officers of each Local bringing it, attesting that the charge was duly adopted by such Local's Executive Committee.

(c) A charge of dereliction in duty shall specify the acts or omissions alleged to constitute dereliction in duty. A charge of a membership offense set forth in Article XII Section 1, shall state the provision violated and shall specify the act or acts alleged to constitute such violation.

(d) The charge shall be filed with the Secretary-Treasurer or with the President of TNG, with sufficient copies for each IEB member. The officer with whom it is filed shall cause a copy to be served personally or by registered mail, return receipt requested, upon the accused officer.

(e) The accused may file an answer with sufficient copies for each IEB member within 15 days of receipt of the charge if a paid officer, or 30 days if an unpaid officer.

(f) Immediately upon receipt of an answer or expiration of time in which to file an answer, the charge and any answer shall be furnished all IEB members.

(g) The IEB, or its Appeals Committee when the IEB is not in session, may appoint an agent or committee to hear evidence upon the charge and report to the IEB thereon, or the IEB may hear the evidence at its next regular or special meeting, except as provided in Section 3(h). Notice of time and place of such hearing shall be given to the accusers and the accused officer at

## Article XV

least 15 days in advance thereof. At such hearing, the accusers and the accused officer shall be given an opportunity to be heard, to introduce evidence, to examine and cross-examine witnesses, and the accused officer shall have the right to be confronted with witnesses and evidence against him or her. As a general rule, nonmember lawyers will not be permitted to participate in the hearing, and the accusers and accused may utilize as their counsel only another member of TNG; however, the IEB may in its discretion permit both parties to be represented by lawyers. If the IEB proceeds by appointment of a committee or agent to hear evidence, it shall consider and act on the report at its next regular meeting. The accused officer, and the accusers, shall be furnished with a copy of the report, be given at least 15 days' notice of the time and place of the IEB meeting to consider and act on the report, and shall be given an opportunity to be heard on the report.

(h) If the next regular meeting of the IEB is scheduled for a time within 2 weeks before a Convention, the IEB may refer the charge to the convention for hearing and determination.

### SECTION 4. *Penalty.*

(a) The IEB shall render a decision on the charge.

(b) If the IEB finds the officer guilty it may require remedial action from the officer and/or remove him or her from office. Such decision and penalty if any shall be effective when rendered.

## Article XVI

### SECTION 5. *Appeal.*

(a) The decision of the IEB may be appealed within 30 days after publication in the Guild Reporter, by filing with TNG's Secretary-Treasurer or President a statement of the grounds of appeal.

(b) Such appeal shall be referred to the next Convention, unless it is scheduled for a date more than 4 months after the appeal is filed, in which case the appellant may elect to have the appeal referred to referendum which shall be held in accordance with the applicable provisions of Article XXI of TNG's Constitution.

### SECTION 6. *Guild Reporter.*

Charges, answers, and successive action under this Article shall be reported promptly and in adequate summary form in the Guild Reporter.

## ARTICLE XVI.

### Discipline of Locals

#### SECTION 1. *Offenses.*

Locals may be disciplined for the following offenses:

(a) Refusal or willful failure to abide by the Constitution of TNG or Convention mandate.

(b) Acting to circumvent, defeat or interfere with: (1) collective bargaining between the Guild and an employer; (2) existing collective bargaining agreements.

(c) Refusal to submit records for inspection to the IEB or its representative.

(d) Willful failure to enforce penalties imposed by a competent tribunal of TNG.

## Article XVI

(e) Taking court action against TNG or any subordinate body before exhausting all remedies provided by TNG's Constitution.

### SECTION 2. *Procedure.*

(a) Discipline shall be initiated by the filing of a charge against the Local by any two members in good standing of the Local charged, or by any International officer.

(b) Such charge shall be filed with the Secretary-Treasurer of TNG.

(c) The charge shall specify the sub-division of Section 1 of Article XVI alleged to have been violated. If a violation of Subdivision (a) thereof is charged it shall specify the Section of TNG's Constitution or the Convention mandate involved. The charge shall specify the act or acts or omissions alleged to constitute the violation.

(d) Upon receipt of a charge the IEB may:

(1) Determine that the charge is insufficient upon its face and dismiss it.

(2) Appoint an agent or committee to conduct a preliminary investigation of the charge, and report to the IEB thereon; and upon receipt of the report the IEB may dismiss the charge as insufficient to warrant or determine that the charge warrants hearing.

(3) Determine that the charge is sufficient upon its face to warrant hearing.

(e) In the event that the IEB determines that a charge warrants hearing, it shall cause a written copy of the charge to be served upon the Secretary of the Local by registered mail, return receipt requested, and upon each member of the Executive Committee by first-class mail.

## Article XVI

(f) The accused Local may file a preliminary written answer to the charge with the Secretary-Treasurer of TNG within 30 days of first receipt by a Local officer of the charge. The Secretary-Treasurer shall furnish the accusers with a copy of an answer.

(g) The IEB, or its Appeals Committee when the IEB is not in session, may appoint an agent or committee to hear evidence upon the charge and report to the IEB thereon, or the IEB may hear the evidence at its next regular or special meeting. The Secretary-Treasurer shall give the accusers, and the accused Local in the same manner as the charge is served, at least 15 days' notice of such time and place at which the IEB or its agent or committee will hear the charge.

(h) At such hearing, the accusers and the accused Local shall be given an opportunity to be heard, to introduce evidence, to examine and cross-examine witnesses, and the representatives of the accused Local shall have the right to be confronted with the witnesses and evidence against the Local. As a general rule, nonmember lawyers will not be permitted to participate in the hearing, and the accusers and accused Local may utilize as their counsel only a member of TNG; however, the IEB may in its discretion permit both parties to be represented by lawyers. The IEB may, in its discretion, further hear any Local members desiring to be heard.

(i) If the IEB proceeds by appointment of a committee or agent to hear evidence, it shall consider and act on the report at its next regular meeting. The accused Local, and the accusers, shall be furnished with a copy of the report, be

## Article XVI

given at least 15 days' notice of the time and place of the IEB meeting to consider and act on the report, and shall be given an opportunity to be heard on the report.

### SECTION 3. *Verdict.*

The IEB may after hearing dismiss the charge or find the Local guilty of the whole or any part of the charge.

### SECTION 4. *Penalty.*

Upon a finding of guilty the IEB may take any of the following actions, separately or in any combination:

(a) Specify a course of conduct appropriate to remedy the offense of which the Local was found guilty and allow a specified time for Local officer, Executive Committee or membership to comply.

(b) Appoint an Administrator or Administrators, with instructions to follow an indicated course of conduct appropriate to remedy the offense of which the Local is found guilty. Such Administrators shall be members of TNG. Such Administrators shall supersede the Local officers and Executive Committee and shall govern and administer such Local, subject only to the direction of the IEB, and for the purpose of achieving such Local activity and status as will remedy the offense of which the Local was found guilty. At the earliest time consistent with the achievement of such Local activity and status that will remedy the offense of which the Local was found guilty, the IEB shall either conduct Local elections to fill the positions of superseded officers and Executive Committee

## Article XVI

members and return the affairs of the Local to those so elected, or shall return the affairs of the Local to the superseded officers and Executive Committee. The compensation and expenses of such Administrators shall be paid, so far as advisable, from the Local treasury. The IEB shall make a report to the Convention on the status of such Locals.

(c) Revoke the Local's charter. After a charter has been revoked, the IEB may charter a new Local in the respective city or area and may turn over to it the books and property of the old one. Suspended members of the Local whose charter has been revoked may be readmitted only by action of the IEB, as members of the newly chartered Local or as members at large if no new Local is chartered immediately.

(d) The IEB's decision shall be effective when rendered.

### SECTION 5. *Appeal.*

(a) No appeal may be taken from the IEB's dismissal of a charge.

(b) A Local found guilty of an offense may appeal to the next Convention by filing notice of such appeal with the Secretary-Treasurer no later than 30 days before the opening of the next Convention. If the decision of the IEB is rendered less than 45 days before the Convention, the appeal may be filed on the opening day of the Convention, except as the Convention or appropriate committee thereof shall accept a later appeal; but if appeal is not so filed or rejected as untimely, appeal may be taken to the next Convention thereafter.

## Article XVII

(c) No appeal shall stay the decision of the IEB unless the IEB specifically so directs.

### ARTICLE XVII.

#### Finances

SECTION 1. The membership dues of TNG shall include:

(a) The payments established by Section 2 of this Article or by Locals under the authority of Section 2 of this Article, hereinafter referred to as "monthly dues."

(b) The payments required for admission into membership in TNG fixed by Locals under the authority of Section 3 of this Article, hereinafter referred to as "initiation fees."

(c) The payments required for reinstatement into TNG after loss of membership fixed by Locals under the authority of Section 4 of this Article, hereinafter referred to as "reinstatement fees."

(d) Any additional dues required by a Local of all its members from time to time, fixed under the authority of Local by-laws.

SECTION 2. (a) Monthly dues payments shall be fixed for and collected from Local members by the respective Locals (except that strikers or locked-out members' dues may be paid from the Local treasury), and shall be fixed for and collected from members at large by the IEB, in accordance with the following provisions:

(b) *Monthly dues.*

The monthly dues fixed and maintained by Locals and the IEB shall be not less than the

## Article XVII

Minimum Dues Schedule set forth in Section 2(c) of this Article. In addition, the monthly dues of each member shall include the amounts set forth in Section 2(d) of this Article.

(c) The Minimum Dues Schedule shall be either that listed under Table A:

<b>Regular Weekly Compensation</b>	<b>Table A</b>	<b>Table B</b>
Up to \$54.99	\$ 4.25	\$ 6.25
\$55.00 to 59.99	4.50	6.65
60.00 to 64.99	4.75	7.05
65.00 to 69.99	5.00	7.45
70.00 to 74.99	5.25	7.85
75.00 to 79.99	5.50	8.25
80.00 to 84.99	5.75	8.65
85.00 to 89.99	6.00	9.05
90.00 to 94.99	6.25	9.45
95.00 to 99.99	6.50	9.85
100.00 to 104.99	6.75	10.25
105.00 to 109.99	7.00	10.65
110.00 to 114.99	7.25	11.05
115.00 to 119.99	7.50	11.45
120.00 to 124.99	7.75	11.85
125.00 to 129.99	8.00	12.25
130.00 to 134.99	8.25	12.65
135.00 to 139.99	8.50	13.05
140.00 to 144.99	8.75	13.45
145.00 to 149.99	9.00	13.85
150.00 to 154.99	9.25	14.25
155.00 to 159.99	9.50	14.65
160.00 to 164.99	9.75	15.05
165.00 to 169.99	10.00	15.45
170.00 to 174.99	10.25	15.85
175.00 to 179.99	10.50	16.25
180.00 to 184.99	10.75	16.65
185.00 to 189.99	11.00	17.05
190.00 to 194.99	11.25	17.45
195.00 to 199.99	11.50	17.85
200.00 to 204.99	11.75	18.25
205.00 to 209.99	12.00	18.65
210.00 to 214.99	12.25	19.05
215.00 to 219.99	12.50	19.45
220.00 to 224.99	12.75	19.85

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<b>Regular Weekly Compensation</b>	<b>Table A</b>	<b>Table B</b>
\$225.00 to 229.99	\$13.00	\$20.25
230.00 to 234.99	13.25	20.65
235.00 to 239.99	13.50	21.05
240.00 to 244.99	13.75	21.45
245.00 to 249.99	14.00	21.85
250.00 to 254.99	14.25	22.25
255.00 to 259.99	14.50	22.65
260.00 to 264.99	14.75	23.05
265.00 to 269.99	15.00	23.45
270.00 to 274.99	15.25	23.85
275.00 to 279.99	15.50	24.25
280.00 to 284.99	15.75	24.65
285.00 to 289.99	16.00	25.05
290.00 to 294.99	16.25	25.45
295.00 to 299.99	16.50	25.85
300.00 to 304.99	16.75	26.25
305.00 to 309.99	17.00	26.65
310.00 to 314.99	17.25	27.05
315.00 to 319.99	17.50	27.45
320.00 to 324.99	17.75	27.85
325.00 to 329.99	18.00	28.25
330.00 to 334.99	18.25	28.65
335.00 to 339.99	18.50	29.05
340.00 to 344.99	18.75	29.45
345.00 to 349.99	19.00	29.85
350.00 to 354.99	19.25	30.25
355.00 to 359.99	19.50	30.65
360.00 to 364.99	19.75	31.05
365.00 to 369.99	20.00	31.45
370.00 to 374.99	20.25	31.85
375.00 to 379.99	20.50	32.25
380.00 to 384.99	20.75	32.65
385.00 to 389.99	21.00	33.05
390.00 to 394.99	21.25	33.45
395.00 to 399.99	21.50	33.85
400.00 to 404.99	21.75	34.25
405.00 to 409.99	22.00	34.65
410.00 to 414.99	22.25	35.05
415.00 to 419.99	22.50	35.45
420.00 to 424.99	22.75	35.85
425.00 to 429.99	23.00	36.25
430.00 to 434.99	23.25	36.65
435.00 to 439.99	23.50	37.05
440.00 to 444.99	23.75	37.45
445.00 to 449.99	24.00	37.85

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<b>Regular Weekly Compensation</b>	<b>Table A</b>	<b>Table B</b>
\$450.00 to 454.99	\$24.25	\$38.25
455.00 to 459.99	24.50	38.65
460.00 to 464.99	24.75	39.05
465.00 to 469.99	25.00	39.45
470.00 to 474.99	25.25	39.85
475.00 to 479.99	25.50	40.25
480.00 to 484.99	25.75	40.65
485.00 to 489.99	26.00	41.05
490.00 to 494.99	26.25	41.45
495.00 to 499.99	26.50	41.85
500.00 to 504.99	26.75	42.25
505.00 to 509.99	27.00	42.65
510.00 to 514.99	27.25	43.05
515.00 to 519.99	27.50	43.45
520.00 to 524.99	27.75	43.85
525.00 to 529.99	28.00	44.25
530.00 to 534.99	28.25	44.65
535.00 to 539.99	28.50	45.05
540.00 to 544.99	28.75	45.45
545.00 to 549.99	29.00	45.85
550.00 to 554.99	29.25	46.25
555.00 to 559.99	29.50	46.65
560.00 to 564.99	29.75	47.05
565.00 to 569.99	30.00	47.45
570.00 to 574.99	30.25	47.85
575.00 to 579.99	30.50	48.25
580.00 to 584.99	30.75	48.65
585.00 to 589.99	31.00	49.05
590.00 to 594.99	31.25	49.45
595.00 to 599.99	31.50	49.85
600.00 to 604.99	31.75	50.25
605.00 to 609.99	32.00	50.65
610.00 to 614.99	32.25	51.05
615.00 to 619.99	32.50	51.45
620.00 to 624.99	32.75	51.85
625.00 to 629.99	33.00	52.25
630.00 to 634.99	33.25	52.65
635.00 to 639.99	33.50	53.05
640.00 to 644.99	33.75	53.45
645.00 to 649.99	34.00	53.85
650.00 to 654.99	34.25	54.25
655.00 to 659.99	34.50	54.65
660.00 to 664.99	34.75	55.05
665.00 to 669.99	35.00	55.45
670.00 to 674.99	35.25	55.85

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<b>Regular Weekly Compensation</b>	<b>Table A</b>	<b>Table B</b>
\$675.00 to 679.99	\$35.50	\$56.25
680.00 to 684.99	35.75	56.65
685.00 to 689.99	36.00	57.05
690.00 to 694.99	36.25	57.45
695.00 to 699.99	36.50	57.85
700.00 to 704.99	36.75	58.25
705.00 to 709.99	37.00	58.65
710.00 to 714.99	37.25	59.05
715.00 to 719.99	37.50	59.45
720.00 to 724.99	37.75	59.85
725.00 to 729.99	38.00	60.25
730.00 to 734.99	38.25	60.65
735.00 to 739.99	38.50	61.05
740.00 to 744.99	38.75	61.45
745.00 to 749.99	39.00	61.85
750.00 to 754.99	39.25	62.25
755.00 to 759.99	39.50	62.65
760.00 to 764.99	39.75	63.05
765.00 to 769.99	40.00	63.45
770.00 to 774.99	40.25	63.85
775.00 to 779.99	40.50	64.25
780.00 to 784.99	40.75	64.65
785.00 to 789.99	41.00	65.05
790.00 to 794.99	41.25	65.45
795.00 to 799.99	41.50	65.85
800.00 to 804.99	41.75	66.25
805.00 to 809.99	42.00	66.65
810.00 to 814.99	42.25	67.05
815.00 to 819.99	42.50	67.45
820.00 to 824.99	42.75	67.85
825.00 to 829.99	43.00	68.25
830.00 to 834.99	43.25	68.65
835.00 to 839.99	43.50	69.05
840.00 to 844.99	43.75	69.45
845.00 to 849.99	44.00	69.85
850.00 to 854.99	44.25	70.25
855.00 to 859.99	44.50	70.65
860.00 to 864.99	44.75	71.05
865.00 to 869.99	45.00	71.45
870.00 to 874.99	45.25	71.85
875.00 to 879.99	45.50	72.25
880.00 to 884.99	45.75	72.65
885.00 to 889.99	46.00	73.05
890.00 to 894.99	46.25	73.45
895.00 to 899.99	46.50	73.85

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<b>Regular Weekly Compensation</b>	<b>Table A</b>	<b>Table B</b>
\$900.00 to 904.99 .....	\$46.75 .....	\$74.25
905.00 to 909.99 .....	47.00 .....	74.65
910.00 to 914.99 .....	47.25 .....	75.05
915.00 to 919.99 .....	47.50 .....	75.45
920.00 to 924.99 .....	47.75 .....	75.85
925.00 to 929.99 .....	48.00 .....	76.25
930.00 to 934.99 .....	48.25 .....	76.65
935.00 to 939.99 .....	48.50 .....	77.05
940.00 to 944.99 .....	48.75 .....	77.45
945.00 to 949.99 .....	49.00 .....	77.85

### (Effective October 1, 1985)

\$950.00 to 954.99 .....	\$49.25 .....	\$78.25
955.00 to 959.99 .....	49.50 .....	78.65
960.00 to 964.99 .....	49.75 .....	79.05
965.00 to 969.99 .....	50.00 .....	79.45
970.00 to 974.99 .....	50.25 .....	79.85
975.00 to 979.99 .....	50.50 .....	80.25
980.00 to 984.99 .....	50.75 .....	80.65
985.00 to 989.99 .....	51.00 .....	81.05
990.00 to 994.99 .....	51.25 .....	81.45
995.00 and over .....	51.50 .....	81.85

or five percent of one week's regular weekly compensation up to the maximum required by the above schedules, plus \$1.50, or a dues schedule which yields at least an equivalent total dues income.

[Based on 1985 Convention action, following approval by the general membership by a Guild-wide referendum to be held after January 1986, the foregoing paragraph shall be changed to read:

["or a percentage of one week's regular weekly compensation up to the maximum required by the above schedules, as follows: 5 percent, plus \$1.50, through and including June 30, 1986;

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and 6 percent, effective July 1, 1986; or a dues schedule which yields at least an equivalent total dues income.”]

Effective Oct. 1, 1982, and on each Oct. 1 thereafter there shall be an extension of the schedule under this subsection by raising the weekly compensation amount by \$50 in \$5 brackets and by increasing the dues under Tables A and B proportionately in the same manner as in the existing brackets.

(d) The monthly dues of each member shall include, for all months except when TNG is in a *reduced dues period* as defined in Section 2(e) of this Article, and except for the one-month period referred to in the second paragraph of Subsection (e) of this Section, the difference between the amounts set forth under Table A and Table B of Section 2(c) of this Article.

In lieu of and as an alternative to the foregoing, the Minimum Dues of each member shall include 3.2 percent of one week's regular weekly compensation if paid monthly, or 0.745 percent of one week's regular weekly compensation if paid weekly, up to the maximum required by the foregoing.

(e) *Reduced Dues Period.*

Except for the one-month period referred to in the second paragraph of this Subsection, TNG will be in a *reduced dues period* whenever the International Defense Fund reaches \$6,000,000, and will remain in a *reduced dues period* thereafter until the International Defense Fund is below \$4,500,000. No accounts receivable shall be counted in calculating the dollar

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amounts referred to in this subsection (e). The Secretary-Treasurer shall notify all Locals when TNG is in a *reduced dues period*, and the dues specified in Section 2(d) shall not be payable during said period.

When the dollar amounts in the International Defense Fund reach \$6,000,000 for the first time following August 1, 1985, then for the ensuing month the monthly dues of each member shall include dues equal to the rates required under Subsection (d) of this Section, with the income produced thereby to be used exclusively to fund TNG's severance pay liability to its staff.

### (f) *Exceptions and particular cases.*

In the following cases, Locals and the IEB may fix and maintain the dues set forth below in lieu of the aforesaid monthly dues:

- (1) For members whose regular compensation is less than \$50 per week—not less than 5 percent of weekly salary per month.
- (2) For members whose regular compensation is less than \$10 per week—not less than 10 cents per month.
- (3) For unemployed members—not less than 10 cents per month.
- (4) For members on unpaid leave of absence—not less than 10 cents per month.
- (5) For members on paid leave of absence—the amount which would be

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paid on the same salary.

- (6) For associate members—not less than \$3.00 per year.
- (7) For members working in a shop not under Guild contract and earning \$50 per week or more—not less than \$2.50 a month.
- (8) For members working for unions other than TNG or its branches, who are not under Guild contract and who are earning \$50 per week or more—monthly payments of not less than \$3.50, plus an amount equal to the per-capita tax set forth in Article XVII, Section 7.
- (9) For retired members—dues as fixed by their Locals which shall not be less than 10 cents a month.
- (10) For members granted inactive status under Article X, Section 17, not less than 10 cents a month payable quarterly.
- (11) Members who leave their employment to serve in the armed forces of the United States or Canada or their allies, or who are drafted as conscientious objectors under the laws of any of said nations into compulsory civilian employment or war work in lieu of services in the armed forces, for and during a time of war or national emergency, shall be absolved from all dues payments for the period of such service. Any such

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member may elect to take an honorable withdrawal card.

- (12) For members on strike or locked out—not less than 10 cents per month without distinction between such members, except that a member working in a Shop under Guild contract shall pay the appropriate dues of the Local under whose contract he or she is working, to that Local.
- (13) For members covered by an insurance, health or welfare program financed out of dues—an amount equal to the member's monthly dues as provided by Article XVII, Sections 2(b) and 2(g) (1 through 11), and the cost of insurance to the member. The total monthly dues payment shall be a single undivided dues payment and no part shall be separately paid by the member as an insurance contribution.
- (14) For members working in a shop located other than in the United States, Canada, or Puerto Rico who because of geographical location are unable to obtain the advantages of normal servicing, including the negotiating of a collective bargaining agreement — 75 percent of the dues as set forth in Article XVII, Section 2(b).

(g) Dues are payable on the first day of each calendar month, except that associate members' dues may be paid annually or in semi-annual

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installments. The year for the purpose of associate members' dues shall be from Sept. 1 to Aug. 31. Dues of unemployed members shall not be prepaid.

**SECTION 3.** Initiation fees shall be fixed and collected by the Locals and shall not be less than \$1.00. Maximum initiation fee shall be \$10.00, or at the Local's option the equivalent of one month's dues at the reduced dues rate. The initiation fee shall be accompanied by the applicant's dues for one month. Should the applicant for membership be rejected, he or she shall be entitled to full refund of his or her initiation fees and dues. There shall be no initiation fee for associate members. Initiation fees may be waived in favor of 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 IEB. The initiation fee shall be waived in favor of former associate members qualifying for full membership, who were paid up to date of becoming ineligible for associate membership, and apply for full membership as of the date of becoming eligible.

**SECTION 4.** Reinstatement fees under Article X, Section 11(a), shall be fixed and collected by the Locals and shall be not less than \$2.00. The reinstatement fee shall be accompanied by the applicant's dues for the month in which his or her reinstatement is approved, and his or her membership shall date from the first of that month.

**SECTION 5.** (a) The Secretary-Treasurer may

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exempt new members from the dues specified in Section 2(d) of this Article during an organizing campaign.

(b) The dues specified in Section 2(d) shall be collected by Locals from their members; provided that, if for any given month a Local elects to pay the per capita specified in Section 7(a) (2) out of Local funds, it may forgo collection of such dues for that month.

**SECTION 6.** Notwithstanding any other provision of the Constitution to the contrary, where TNG or any Local is organizing a new bargaining unit, and the applicable federal or provincial law requires a showing that a certain percentage of employees in the unit are members of TNG or the Local as a precondition to certification or 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 initiation fees and dues as specified in the Constitution shall commence upon the execution of the first collective bargaining agreement covering their bargaining unit. Such members shall have all rights, privileges and obligations of membership, except the right to vote in International referenda and to participate in International Conventions.

**SECTION 7.** (a) Locals shall remit to TNG the following per capita tax:

- (1) For each monthly dues payment, except as provided in (2), (3) and (4) below—1

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13/20 percent (.0165) of the average top reporter minimum in TNG contracts determined annually as provided in Section 7(b), and \$1.35 in addition, but not more than 50 percent of each dues payment which does not exceed the per capita payment.

[Based on 1985 Convention action, following approval by the general membership by a Guild-wide referendum to be held after January 1986, the foregoing paragraph shall be changed to read:

“(1) For each monthly dues payment, except as provided in (2), (3) and (4) below, a percentage of the average top reporter minimum in TNG contracts determined annually as provided in Section 7(b), and as follows: Through and including June 30, 1986, 1.65 percent plus \$1.35; and effective July 1, 1986, 1.939 percent. In each case, the per-capita tax shall not be more than 50 percent of each dues payment which does not exceed the per-capita payment.”]

- (2) For each payment of dues specified in Section 2(d) of this Article—the full amount thereof.
- (3) For each dues payment under Section 2(g) (2), (3), (4), (10) and (12)—10 cents.
- (4) For each annual dues payment of an associate member—\$1.50.
- (5) For each initiation fee—for a member employed in a bargaining unit not cov-

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ered by Guild contract, \$1.00; for a member employed in a bargaining unit covered by Guild contract, \$3.00.

- (6) For each reinstatement fee—half the amount thereof.
  - (7) For each International assessment—the full amount thereof.
  - (8) For each retired member—10 cents.
- (b) The average top reporter minimum in TNG contracts means, and shall be determined annually, as follows:
- (1) The computation of the average top reporter minimum shall be made annually by the Secretary-Treasurer based upon TNG Local contracts in force on April 1 of each year covering newspapers published at least five days a week.
  - (2) The average computed and the computation upon which it is based and the per capita resulting shall be published in the issue of the Guild Reporter next following its completion, and shall be effective on the following May 1 as published unless revised by the IEB.
  - (3) The average shall be computed by adding the top reporter minimum provided in each separate contract regardless of the number of newspapers or members covered by a single contract and without weighting of any kind, and dividing the total by the number of contracts taken into account.

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- (4) In a contract providing more than one reporter minimum only the highest such minimum shall be included. A minimum schedule including reporter with any other job title shall be considered a reporter minimum. A higher classification differential shall not be taken into account.
- (5) The contract in force on April 1 means the contract actually in force on that date and not a contract subsequently signed but retroactive to April 1 or earlier. No contract for which permission to sign was withheld under Article XVIII, Section 3, shall be taken into account. If no contract is in force on April 1 for a given newspaper or newspapers because of a strike or for any other reason, then the immediate past contract shall be taken into account, providing the immediate past contract was in force at any time during the previous 12 months.
- (6) Percentages shall be calculated to five decimal places and rounded to the nearest final number. Per capita shall be rounded to the next higher cent.
  - (c) Out of every per capita payment under (a)(1), less \$1.35, 15 percent shall be deposited in the International Defense Fund effective May 1, 1982, through January 31, 1987; effective February 1, 1987, 20 percent shall be deposited in that Fund.
  - (d) The entire amount of every per capita

## *Article XVII*

payment under (a)(2) shall be deposited in the International Defense Fund.

(e) To assist a Local participating in TNG's Group Life Insurance Program to carry the insurance cost of new members signed during an organizational campaign in an unorganized shop or department, the Secretary-Treasurer may exempt such a Local from as much of the per capita payments on behalf of such new members as is necessary to cover the insurance costs for these members. The Secretary-Treasurer shall revoke such exemption when he or she determines that it is no longer useful or necessary to aid the organization campaign. The Secretary-Treasurer shall report the status of any such exemptions to the IEB.

(f) For each monthly service, agency, or similar fee paid to a Local by an employee in lieu of membership dues, as provided by contract between the Local and employer, the Local shall remit to TNG an amount equal to the per capita remitted on a similar dues payment.

(g) In the event a strike or lockout results in a reduction of per capita payments that otherwise would be made to the General Fund, an amount equal to such reduction shall be transferred monthly from the International Defense Fund to the General Fund.

**SECTION 8.** (a) An International assessment is hereby levied on each member for the months of July and August, 1984, in an amount equivalent to that which would be added to a member's monthly dues, pursuant to Section 2(d) of this Article, for months when TNG is not in a re-

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duced dues period.

Any constitutional provision to the contrary notwithstanding, this assessment shall be deposited to a special account of the General Fund. Funds from the special account shall be used for the exclusive purpose of organizing and attendant expenses.

Members shall not be required to pay both the assessment and Section 2(d) dues for the same month(s).

If in July and/or August, 1984, TNG is not in a reduced dues period, amounts collected by TNG under Section 7(a)(2) of this Article for either or both of those two months shall be deposited to the special account, rather than to the Defense Fund as per Section 7(d) of this Article.

(b) The IEB or the Convention may levy an International assessment for the Defense Fund upon the membership while the Defense Fund contains 15% or less of its ceiling figure and after all credit lines have been exhausted in the judgment of the President and the Secretary-Treasurer.

(c) Members certified by the Local to be paying the unemployed dues rate at the time of an International assessment, and associate and retired members, shall be exempt from payment of such assessments.

(d) The Secretary-Treasurer may exempt new members from International assessments during an organizing campaign.

(e) International assessments shall be payable on the date for which they are levied and may be

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collected individually from the members or may be paid by the Local from Local funds on behalf of the membership.

**SECTION 9.** Remittances of funds by the Locals shall be made monthly within fifteen days after the end of the month in which they are collected. Statements of the members' and months' dues represented by the per capita tax remitted, and of the respective members' payments of initiation and reinstatement fees and assessments, shall accompany the remittances with the frequency, and on forms, prescribed by rules issued by the Secretary-Treasurer and approved by the IEB. Locals shall not remit per capita for unemployed members' dues in advance of the month to which the per capita is credited.

**SECTION 10.** In the case of newly organized bargaining units, TNG shall refund the first three months' per capita payments on members of that unit following the signing of an initial contract. The refund shall affect neither the membership standing of the members involved nor the Local's convention representation under Article V, Section 4(c). The refund shall not include per capitas collected under Article XVII, Section 7(a)(2).

**SECTION 11.** (a) The Secretary-Treasurer shall compute the monthly good standing membership of each Local and report to the Local thereon, together with a computation of the remittances received, at the times and on the forms prescribed by rules issued by the Secretary-Treasurer and approved by the IEB.

## *Article XVII*

The Local shall have one month after such a report to file its claim for any discrepancy between its records and those of TNG.

(b) In the event that any Local fails for three consecutive months to remit TNG's share of all funds collected, together with any statement required by the rules, its charter may be suspended by the IEB, in which case the IEB shall proceed at once to take over the funds and records of the Local and to reorganize the financial operations of the Local.

SECTION 12. Payments by members shall be receipted for locally in the appropriate manner approved by the IEB, and specifically every month's dues shall be acknowledged on the member's card by a TNG per capita stamp and assessments, if any, shall be acknowledged on the member's card by a TNG assessment stamp, and associate members' dues by TNG semi-annual associate members' dues stamps. Where a member's dues and assessments are checked off under Guild contract, such member shall be deemed to be in good standing until revocation of such checkoff, unless he or she shall have failed to fulfill any other constitutional obligation to the Guild; provided, eligibility for voting in International elections and referenda must be established by per capita remittances as required by Article XXI, Section 6.

SECTION 13. All funds received by TNG, with the exception of assessments and International Defense Fund per capita, and with the exception of funds earmarked by Locals for the purchase of group insurance for Local mem-

## *Article XVII*

bers, shall be deposited to the general account. All assessments, Defense Fund contributions and International Defense Fund per capita shall be deposited in the International Defense Fund. Funds earmarked by Locals for the purchase of group insurance shall be deposited in an insurance fund account. The three funds shall be kept in separate accounts in a bank or banks designated by the IEB. In an emergency, the IEB shall have the authority to transfer money between the general account and the International Defense Fund, but such action shall be reported to the next Convention for specific approval. No transfer of funds shall be made from the insurance fund account to any other account.

SECTION 14. TNG funds shall be expended only for activity within the constitutional purposes of TNG. Expenditures for strike activities, for other activities of an emergency nature, and for purposes authorized by Convention action or referendum and in the manner and subject to the limitations prescribed thereby, shall be made from the International Defense Fund, at the direction of the IEB. Expenditures also shall be made from the International Defense Fund in accordance with Section 7(g) of this Article. Expenditures from the insurance fund shall be made only for the purchase of the group insurance for which the funds deposited therein were designated, and for administrative purposes in connection therewith. Normal operating expenses and all other expenditures shall be made from the General Fund.

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Funds shall be withdrawn from the general account, the Defense Fund, and the insurance fund by check signed:

(a) In case of withdrawal from the general account, not in excess of \$1,000.00 to compensate an International officer, TNG employee, or TNG member for services, by one International officer or one TNG administrative employee, designated by the IEB.

(b) In case of any other withdrawal, either by two International officers or by one International officer and one TNG administrative employee, designated by the IEB.

**SECTION 15.** All International officers and employees authorized to sign checks upon TNG funds or handling TNG monies, shall be bonded in amounts and in a manner designated by the IEB.

**SECTION 16.** The Finance Committee shall prepare a quarterly budget of General Fund expenses for the approval of the IEB, and after such approval, the budget shall not be exceeded without the specific approval of the IEB. The Finance Committee shall supervise the handling of funds and the operation of the budget.

**SECTION 17.** A full report of the General Fund operations and of the financial standing of TNG, including the Defense Fund, and of the budget for the ensuing year as adopted by the Convention shall be published annually in the Guild Reporter.

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### **ARTICLE XVIII**

#### **Collective Bargaining**

**SECTION 1.** (a) Collective bargaining on behalf of any membership group shall be guided by the Collective Bargaining Program and Recommendations of the Convention. The provisions of the Collective Bargaining Program shall be included in all contract proposals.

(b) No contract shall provide for renewal by arbitration or for arbitration of the Guild's right to represent employees within its jurisdiction.

(c) Without specific permission of the IEB, no contract shall:

- (1) Fail to provide for the Guild Shop, Severance Pay, adequate Job Security, and not more than a five-day, 35-hour week.
- (2) Fail to provide for the incorporation of the full amount of any general increase in the new minimums.
- (3) Contain a no-strike clause.
- (4) Be for a term of more than two years. This subdivision shall be construed as applying to the entire contract, or to any portion of the contract, to agreements concerning pensions, health, welfare, insurance, profit-sharing, stock purchase, savings, or other similar plans or programs, and to any wage reopening or renegotiation of a contract clause during the life of a contract.
- (5) Fail to provide, in cases where the con-

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tract duration is for two years, for either a mid-term wage increase or for a reopening on wages.

- (6) Fail to provide that there shall be no discrimination in hiring and employment because of age, sex, race, creed, color, marital or parental status, family relationship, sexual or affectional preference, irrelevant mental or physical handicaps, national origin, or political belief or activity.

(d) The requirements of Article XVIII apply to wage reopening or renegotiation of a contract clause during the life of the contract, and to any pension, health, welfare, insurance, profit-sharing, stock purchase, savings, or other similar plan, program or agreement.

(e) The IEB may delegate its authority under Article XVIII, Section 1(c) to the IEB Contracts Committee.

### SECTION 2. *Contract Negotiations.*

(a) The power and duty to bargain collectively for the whole membership of a Local or any subdivision thereof shall rest in its governing body, subject to the mandates of the Local, and the results of its negotiations shall be subject to ratification by the Unit or Units immediately concerned and by any additional Guild body as provided for by the Local.

(b) Where more than one bargaining unit is contained within the constitutional Unit, the ratification vote shall be taken in the bargaining unit involved only in the following cases: (i) the

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bargaining unit involved is negotiating an initial Guild contract; (ii) the contract of the other bargaining unit not immediately involved is not open (or will not be open within 60 days) for renegotiation at the time the ratification vote in the bargaining unit immediately involved is taken.

(c) Locals with units of a chain may, with the consent of such units, enter into chain negotiations on behalf of such units. Locals participating in such negotiations each shall elect by secret ballot two delegates to a chain (or if permitted by the Local, the Local's unit of the chain) council, which shall establish by-laws not inconsistent with the Constitution of The Newspaper Guild in order to conduct such negotiations. Participating Locals shall not conduct contract negotiations for units involved unless and until the Chain Council declares such negotiations concluded without agreement.

(d) Contracts on behalf of the Guild shall be entered into only by Locals or by TNG. No contract entered into in violation of this Section shall be binding upon TNG, the Local or any part of the membership.

(e) Not fewer than three persons, designated by the Local or the IEB when TNG is party to the contract, shall be members of any contract negotiating committee on behalf of the Guild. The negotiators may include members of the Unit involved but the chief negotiator must be a representative of the Local or TNG and not a member of the Unit involved, except in a one-unit Guild where it is impossible to obtain nego-

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tiators outside the Unit and where IEB approval has been obtained. This provision shall not apply in joint negotiations with several employers representing different financial interests. It shall be the right and duty of the Unit involved to have observers present at negotiations. Under exceptional circumstances, the IEB may grant permission for negotiations in a manner other than that provided herein.

### SECTION 3. *Coordination with the IEB.*

(a) All contract proposals shall be submitted to the IEB Contracts Committee at least 15 days in advance of submission to the employer, and shall receive the approval of the IEB Contracts Committee in advance of submission to the employer. The IEB Contracts Committee shall promptly advise the Local when these proposals are in conflict with TNG's Constitution or the Collective Bargaining Program. When advised by the IEB Contracts Committee of such conflict, the Local shall make such changes in the terms of its contract proposals as may be recommended by the IEB Contracts Committee. The IEB Contracts Committee shall be kept informed of the progress of negotiations.

(b) The final draft of a contract or the terms of a proposed contract settlement shall be submitted to the IEB Contracts Committee before submission for ratification as provided in Article XVIII, Section 2(a), and before signature of a final draft of a contract; provided, that where strike approval has been given under Article XIX, Section 2(d), the terms of the proposed settlement may be submitted for ratification to

### *Article XVIII*

the Unit or Units immediately involved before submission to the IEB Contracts Committee. The IEB Contracts Committee shall be allowed five working days from receipt in which to examine such final draft or terms of a proposed contract and advise the Local as to conformity with the Constitution and Collective Bargaining Program.

(c) If within five working days or a mutually agreed upon extension following the receipt of the terms of a proposed settlement or of the final draft of a contract, the IEB Contracts Committee determines that the proposed contract settlement or the draft contains deviations from the Collective Bargaining Program sufficiently serious to withhold approval, it shall so advise the Local within that five working-day period or mutually agreed upon extension. In the event approval is withheld, the IEB Contracts Committee shall, within the same five working-day period or mutually agreed upon extension, fully inform the Local of the basis for withholding approval; shall, if necessary, designate a representative to investigate, or shall designate a representative to assist the Local. In the event approval is withheld and the IEB Contracts Committee does not take one or more of these prescribed steps, the Local is authorized to proceed with ratification and signing of the proposed settlement of the negotiated contract or the final draft of the contract. In the event approval is withheld and the proper steps are taken by the IEB Contracts Committee, the Local shall not submit the terms of the proposed settlement or the final draft of the contract for ratification or

### *Article XVIII*

sign the contract until the IEB gives specific permission.

(d) If the terms of a proposed contract settlement are approved, or permission to sign a contract which will incorporate such terms given, but no final draft yet submitted, the final draft of the contract shall be submitted to the IEB Contracts Committee before signature. If within five working days following receipt of the final draft of the contract, the IEB Contracts Committee advises the Local that the final draft deviates from the approved terms of the contract settlement, or contains technical deficiencies, the Local shall not sign the contract until the IEB Contracts Committee gives permission.

(e) The IEB may approve a proposed contract settlement, but at the same time withhold approval of particular terms thereof. The IEB may approve a proposed contract, or give permission to sign a proposed contract, but at the same time withhold approval of particular clauses or of the current settlement.

(f) The IEB may delegate its authority under this section to the IEB Contracts Committee.

(g) A final copy of the contract signed by the Guild and the employer shall be sent to the office of TNG.

(h) The foregoing requirements shall be applicable to any proposal for a chain recommendation for a contract for participating Locals, and to any recommendation for a contract to participating Locals resulting from chain negotiations, and to any wage reopening or re-negotiation of any contract clause during its life.

## Article XVIII

### SECTION 4. *Contract Enforcement and Disposition of Grievances.*

(a) The power and duty of contract enforcement and disposition of any other matters affecting the relationship of employee and employer shall rest with the Local, or the IEB when TNG is a party to the contract.

(b) It shall be the duty of each member to report any complaint to his or her Unit officers and the duty of the Unit officers after investigation to report to officers of the Local any dispute regarding any terms or conditions of employment. If TNG is a party to the contract, TNG officers shall be informed with notice to Local officers.

(c) The Local shall determine the procedure for disposition of any dispute including delegation of its authority to a committee representing the Local, which committee may be composed of members of the Unit concerned. If TNG is a party to the contract, the IEB may delegate disposition to the Local involved. Progress and settlement of grievances so delegated shall be reported to the Local, or, if TNG is involved, to TNG.

(d) The settlement of grievances shall be subject to ratification by the Local's governing body, and shall be subject to appeal to the Local membership.

### SECTION 5. *Individual Bargaining.*

(a) Independent negotiations between a member and his or her employer in his or her own behalf shall not have the authority or support of TNG or any Branch. In no event may a member

## *Article XIX*

negotiate for conditions of employment inferior in any respect to those established in his or her place of employment by Guild action. No member shall negotiate with his or her employer individually to settle a grievance.

(b) No member of TNG may sign an individual contract with his or her employer, governing his or her hours, wages or working conditions, unless he or she seeks and receives permission of the governing body of his or her Local or the permission of the Local itself. The member concerned may appeal the decision of the Local to the IEB.

### **ARTICLE XIX**

#### **Strikes and Lockouts**

**SECTION 1.** The IEB shall be kept fully informed of developments which may lead to a strike or lockout.

**SECTION 2.** (a) A strike may be called by the governing body of a Local if the Unit involved has voted approval. In cases where more than one Unit may be called on strike, all these Units shall be considered as one Unit.

(b) Where more than one bargaining unit is contained within the constitutional Unit, the strike vote shall be taken in the bargaining unit involved only in the following cases: (i) the bargaining unit involved is negotiating an initial Guild contract; (ii) the contract of the other bargaining unit not immediately involved is not open (or will not be open within 60 days) for renegotiation at the time the strike vote in the bargaining unit immediately involved is taken.

## *Article XIX*

(c) In the event that a union other than a TNG Local strikes a shop in which that union represents employees, or if such a strike appears imminent, or if such a union declares itself locked out and pickets, then as an alternative to proceeding under Article XIX, Section 2(a), the Representative Assembly or Executive Committee of TNG's Local representing employees in that shop may endorse the strike, or recognize the lockout, and direct its members not to cross the picket lines of the striking or locked out union nor to work in or for the shop which is on strike or locked out.

(d) If TNG funds are to be used at any time during a strike, or during a strike of another union endorsed by the Local, the IEB 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 IEB.

**SECTION 3.** Joint strike votes of Units may be called for by the governing body of the Local or by the Units. Where Units in the employ of a single employer but situated in different Locals vote to strike, the strike may be called by the IEB.

**SECTION 4.** If the governing body of a Local fails to call a strike after approval has been voted in accordance with Section 2 above, the IEB may, at the request of the Unit or Units involved, call a strike. In such event it shall name the committee in charge of the strike.

**SECTION 5.** The conduct of a strike or lock-out shall be vested in the governing body of the

## *Article XX*

Local, except as provided hereinafter and in Section 4 above. The IEB shall have authority to designate a representative in a Local strike or lockout. TNG's representative shall assist and advise the Local bodies governing the strike or lockout and enforce TNG policy with respect to the disbursement of TNG Defense Fund monies. The IEB shall have authority to deny or terminate TNG benefits to a striking or locked-out Local.

**SECTION 6.** Except when a Local does not ask for financial support by TNG, the IEB shall review strike or lockout funds and expenditures, shall require a weekly accounting of previous receipts and expenditures, on standard forms to be furnished by TNG, shall assure that the rates of strike or lockout benefits and the expenditure of funds provided by or through TNG are consistent with TNG policy and Convention action, and after the strike shall audit the accounts of all strike and lockout funds, activities and operations.

**SECTION 7.** Between IEB meetings authority under this Article shall be exercised by the President; in case he or she is unavailable, by the Secretary-Treasurer, and if he or she is also unavailable, by the International Chairperson, except that no strike shall be disapproved without a poll of the IEB.

## **ARTICLE XX.**

### **Publications**

**SECTION 1.** The official publication of TNG shall be the Guild Reporter, which shall be pub-

## *Article XXI*

lished at least 22 times a year, and at least once a month. It shall be the duty of the Guild Reporter, under the supervision of the IEB, to promote in every legitimate way the policies of TNG as established in Convention or in a referendum, and to confine its editorial policies to that specific program. All notices printed in the Reporter shall constitute notices to the entire membership.

**SECTION 2.** The Editor of the Guild Reporter shall be appointed by the IEB which shall set the editor's salary.

**SECTION 3.** The Guild Reporter shall be distributed to all members including associate and retired members without additional charge.

### **ARTICLE XXI.**

#### **Referendums**

**SECTION 1.** The IEB shall submit to a referendum vote of TNG membership:

- (a) Any matter which the Convention directs;
- (b) Any motion, upon its own initiative, proposing a change in TNG'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 ten additional Locals located in five states, territories or provinces, provided that the moving and seconding Locals include at least five percent of the membership in good standing of TNG.

## *Article XXI*

**SECTION 2.** (a) Motions by Locals to submit matters to an International referendum shall be mailed to Local presidents and secretaries and printed in the Guild Reporter, with an exact text as furnished to the IEB by the Locals making these motions, together with the text of the matter sought to be changed, and such motions shall be open for seconds for 60 days after date of mailing. If there are not sufficient seconds, the matter shall be dropped.

(b) Membership in good standing under Section 1 herein shall be as of the first day of the month, computed in accordance with Section 10(a) of Article XVII, coinciding with or immediately following the publication date of the Guild Reporter in which the text of the motion appears.

**SECTION 3.** The ballots to be submitted for the referendum, whether initiated by the IEB or by Locals, shall state the original text of the matter sought to be changed, and the text of the proposed changes. Space shall be provided for a "for" or "against" vote on such a proposed change.

**SECTION 4.** Whenever an International Convention is to be held within three months, no question shall be submitted to a referendum except a motion to postpone the Convention.

**SECTION 5.** There shall be an International Election and Referendum Committee consisting of 5 members of the Guild selected by the Convention in even-numbered years. A separate election shall be held in the same Convention to elect two alternates. An alternate shall serve at

## *Article XXI*

the call of the chairperson of the IERC when a committee member is not able to participate in deliberations of the committee. The alternates shall be called to serve in the order of the votes they received in the election. All elections and referenda conducted under this Article shall be supervised and conducted by such Committee. Such Committee shall decide all questions and controversies regarding the conduct of the election or referendum or the counting of ballots in accordance with applicable constitutional provisions. Any member or Local aggrieved by a decision of the Committee upon a question concerning the election of TNG officers, may appeal to the Convention. A decision concerning any other referendum may be appealed to the IEB and thence to the Convention. Vacancies in the Committee shall be filled by the IEB. TNG shall pay the necessary expenses of such Committee members.

**SECTION 6.** (a) Membership in good standing for the purpose of referenda (except International elections) shall be that in good standing as of any of the following dates: the first day of the month in which the referendum is ordered, or the first day of the month preceding, or the first day of the month following, the date on which the referendum is ordered, as shown by remittances postmarked not later than the 15th of said latter month. Not later than the last day of that month, the Secretary-Treasurer shall mail to each Local, registered or certified mail, return receipt requested, the list of members so determined, together with ballots equal to the

## *Article XXI*

number of members on that list. If no members are in good standing, the Local shall be so notified.

(b) In the case of regular International elections, membership in good standing shall be that in good standing as of any one of the following dates: June 1st, July 1st, or August 1st, as shown by remittances postmarked not later than the 15th of August. In the case of special International elections, membership in good standing shall be that in good standing as of any of the following dates: the first day of the month in which nominations shall close, or the first day of the month preceding, or the first day of the month following, the date on which nominations shall close, as shown by remittances postmarked not later than the 15th day of said latter month.

(c) Not later than the ninth day of the month following the last month in which good standing may be determined, the Secretary-Treasurer, under the direction of the International Election and Referendum Committee, shall mail to each Local, registered or certified mail, return receipt requested, the list of members so determined together with ballots equal to the number of members on that list. If no members are in good standing, the Local shall be so notified.

(d) Immediately upon receipt of ballots or notice that no members are in good standing, the Local shall protest, by registered or certified mail, return receipt requested, or confirmed telegram or mailgram, alleged inaccuracies therein. The International Election and Referen-

## *Article XXI*

dum Committee shall rule on each protest, and in the event the protest is sustained, shall amend the good standing list and send any necessary additional ballots, by registered or certified mail, return receipt requested.

(e) In the event a member's dues and assessments are checked off under Guild contract or have been paid by the member to his or her Local, but remittances for him or her have not been timely received by TNG, the IERC shall consider his or her eligibility upon receipt of a statement, signed by the Local Treasurer or any two officers of the Local, showing in detail the member's checkoff status or actual payment and the reason his or her remittances have not been received by TNG. If the IERC finds that the member is in good standing under Article X, Section 3, and Article XVII, Section 11, and that there is valid reason why his or her remittances have not been received, it shall certify such member as eligible. The statement must be received not later than the 15th day of the last month in which good standing may be determined, except that the Local may upon receipt of the eligibility list provided by Article XXI, Section 6(c), submit further such statements as a part of any Local protest to the eligibility list. All such statements shall be part of the election record.

(f) Each Local after receiving its ballots shall initiate an election, which shall be by secret ballot at a designated polling place or places, or by mail, or both, and shall be conducted by the Local Elections Committee. The International

## *Article XXI*

Election and Referendum Committee shall set a period, not to exceed 6 consecutive days, and between 15 and 30 days from the date when the ballots were mailed to the Locals, during which each Local shall, at its discretion, establish a day or days for voting. Ballot boxes shall be opened and ballots counted only during the two days following the last day of the 6-day voting period. Ballots to be returned by mail may be distributed or mailed prior to the 6-day period, but shall be opened and counted only during the two days following the last day of the period. Only members on the good standing list shall be eligible to vote; except that members not on the good standing list, claiming eligibility to vote, may cast challenged ballots under IERC rules.

(g) After polling, the Local committee conducting the referendum shall tally the ballots and the results shall be certified to the International Headquarters on a return provided for that purpose by the International Election and Referendum Committee.

The return shall be signed by the Chairperson and at least two other members of the Local Elections Committee, or if the Local Elections Committee consists of only three members, by the Chairperson and at least one other member.

(h) All returns shall be sent to International headquarters postmarked not later than midnight of the fourth day after the close of the 6-day voting period.

No later than the fourth day after the date by which returns must be postmarked, the Secretary-Treasurer shall notify, by confirmed

## *Article XXI*

telegram or mailgram, all Locals from which no returns have been received.

The Local Elections Committee shall forthwith transmit to the International Election and Referendum Committee at TNG Headquarters, all ballots, valid, spoiled and unused, and all eligibility and voting lists and all other election records other than the official return. After their receipt at TNG Headquarters, the election records shall remain sealed in their original envelope or other container, which shall be opened solely by the IERC or members of the Committee delegated to perform that function.

(i) Returns from the Locals shall be opened and tabulated forty days from the date on which International headquarters sent out the ballots, or such earlier date as all possible returns have arrived at International Headquarters, by the International Election and Referendum Committee, the results certified and the election or referendum declared closed. A detailed result of the vote shall be published in the first issue of the Guild Reporter thereafter.

(j) No returns postmarked later than the fourth day after the close of the 6-day voting period shall be opened and tabulated. In case of a controversy over date of mailing, the date shall be ascertained only by reference to a postmarked envelope or wrapper or to a receipt for registered or certified mail. In the event a return cannot be counted because it bears a late postmark, or no postmark, then the returned ballots shall be counted instead, unless there is evidence of fraud in the voting.

## *Article XXII*

(k) The International Election and Referendum Committee shall have authority to remove from the list of eligible voters the names of any who have died, or have withdrawn from the Guild, or who have been expelled or dropped from the Guild.

(l) Wherever in Section 6 it is provided that the Secretary-Treasurer shall perform a mailing by registered or certified mail, he/she may, in an emergency, upon consultation with the chairperson of the IERC, perform the mailing by some other method appropriate to the circumstances.

(m) This section shall be interpreted and applied liberally to ascertain the actual intent of the voter and the true result of any election, and shall not be interpreted or applied so as to unnecessarily disqualify eligible voters for immaterial irregularity.

## **ARTICLE XXII.**

### **Amendments**

SECTION 1. This Constitution may be amended at any Convention or by referendum, except that Article VI, Section 1, may be amended only by referendum vote.

## **ARTICLE XXIII.**

### **Merger**

The IEB shall have the authority to effectuate a merger between TNG and any other union in accordance with the following procedure:

### *Article XXIII*

1. The IEB shall negotiate with the other union an agreement setting forth the essential elements of the merger.
2. The merger agreement shall then be submitted by the IEB to a convention.
3. If the convention approves the merger agreement, it shall then be submitted by the IEB to a referendum vote of TNG membership, utilizing the procedure set forth in Article XXI of this Constitution.
4. If the merger agreement is approved by such referendum vote, the IEB shall have the authority to take the necessary steps to effectuate and finalize the merger. Included in that authority will be the specific power to transfer all monies, assets, properties, leases and representation and contractual rights to the new merged organization.

# COLLECTIVE BARGAINING

## PROGRAM

*of*

## THE NEWSPAPER GUILD

(AFL-CIO, CLC)

The Collective Bargaining Program contains the minimum basic contract goals of the Guild. The Program also covers basic procedures for collective bargaining. Article XVIII Section 1 of TNG's Constitution provides: "Collective bargaining on behalf of any membership group shall be guided by the Collective Bargaining Program and Recommendations of the Convention. **The provisions of the collective bargaining program shall be included in all contract proposals.**"

The Program is divided into two parts, in addition to this preamble. The first part, or Article I, deals with the form of a contract and procedures for collective bargaining. The second part, or Article II, lists contract goals.

Each Local shall guide its preparations for bargaining and negotiations by Article XVIII, with particular emphasis on Sections 1(b) and (c), 2(d) and 3. Locals' attention is also directed to Convention Recommendations Sections 1, 2 and 3 under bargaining procedures.

## *Article I*

Each Local shall make certain that during the course of all contract negotiations both its members and the employer are informed of the rules and procedures set forth in Article XVIII Sections 2 and 3, requiring that all contracts be authorized by both the Local and TNG.

The Model Contract, revised periodically by the IEB, is distributed to all Locals for use as a guide in expressing the intent of the Collective Bargaining Program and the Convention Recommendations on Collective Bargaining.

### **ARTICLE I.**

#### **Bargaining Procedures**

1. **FORM:** Parties to a contract shall be the Local Guild or TNG, on the one hand, and the employer or employers, on the other. Guild jurisdiction shall be covered by a single contract with basic provisions uniform for all departments. Where one division of the Guild's jurisdiction is already under contract, any other division shall be covered by a supplemental contract expiring at the same time. A contract between the Guild and employer is a listing of the rights and privileges guaranteed to the employees by the employer. Statements of the legal rights and prerogatives of the employer have no place in the contract, nor is language permissible that implies that acts of individual employees can be construed as contract violations. A contract shall be in writing and shall cover all points of agreement.

2. **SIDE AGREEMENTS:** All points of agreement shall be made in contracts rather than

## *Article I*

in side agreements or covering letters. If, of necessity, such agreements are made they are subject to the same constitutional rules as the contract itself. They shall be printed in the same manner as the contract and made available to members.

**3. INTERFERENCE WITH NEGOTIATIONS:** Attempts to intimidate or improperly influence bargaining committees or Guild members during negotiations shall be reported promptly to Local Guild officers. Action on such attempts shall be taken immediately.

**4. GRIEVANCES:** Tentative settlements of grievance disputes shall be subject to ratification by the Local Executive Committee, in accordance with TNG Constitution Article XVIII Section 4. Locals shall promptly notify TNG of all grievances on which advice and counsel may be needed. Locals are advised to consult TNG before taking cases to arbitration. If any points in a contract must be left open, negotiations on such points shall be carried on by the regular negotiating committee and not the grievance committee. (See Bargaining Program Art. II Sec. 12.)

**5. INFORMATION:** Locals in the U.S. are entitled under law to payroll and other information that is needed in order to bargain intelligently for new contracts or to administer existing contracts. Locals in Canada also shall seek payroll and other information needed for bargaining or administering contracts, and the employer may be compelled by law to furnish such data. Locals shall consult TNG in accord-

## *Article I*

ance with Article VIII Section 16 of the Constitution before seeking legal enforcement of their right to obtain such information. Most contracts require the employer to furnish information to the Guild. There is no legal bar to the disclosure of payroll or other information to the membership in such forms as bulletin board notices or Local publications. Payroll information obtained by Locals shall be forwarded to TNG so that it can be made available to other Locals. (See Bargaining Program Art. II Sec. 9.)

**6. MERIT INCREASES:** The Guild shall analyze merit increase information to determine if women, minority workers, Local Guild leaders or other employees are systematically or otherwise unfairly excluded from these increases. The Guild shall protest vigorously if such patterns exist by enforcing pertinent contract provisions or, after consultation with TNG pursuant to Article VIII Section 16 of the Constitution, seeking appropriate remedy under law. A report on such findings shall be filed every two years with TNG's Contracts Committee. (See Bargaining Program Art. II Secs. 8 and 32.)

**7. NO DISCRIMINATION:** It is not enough to win contractual fair-employment-practice or no-discrimination clauses. Locals must enforce them. Locals must carry on a continuous campaign to require the employer to not discriminate against any group of employees such as women or minorities in, but not limited to, the following areas: hiring; job placement, including concentration of women or minorities in

## *Article I*

certain departments and classifications and refusal to use men in certain classifications; pay, pension and fringe benefits; promotions, and assignments on the basis of irrelevant factors such as race or sex. Locals must insist that the employer's hiring and promotional standards as to education, experience or other qualifications not exceed the requirements to perform the job. To assure that fair employment practices prevail, Locals shall provide for continual consultation with the employer to achieve these purposes, periodically updating statistics on the race and sex of employees in all job classifications. Locals vigorously shall pursue integration of employees in traditionally segregated jobs such as circulation, classified and display advertising sales, editors, etc. (See Bargaining Program Art. II Secs. 32 and 33.)

**8. EQUAL ACCESS TO JOBS:** Guild contracts shall ensure that men and women are given equal opportunity in hiring, filling vacancies and promotions. (See Bargaining Program Art. II Secs. 32 and 33.)

**9. EQUAL APPLICATION OF CONTRACT:** Locals shall oppose exemption of employees covered by contract from the application of any contract provision.

**10. PART-TIME AND TEMPORARY EMPLOYEES:** Employees with other than regular full-time employment shall be covered fully by all contract conditions. (See Recommendations Art. II Sec. 4.)

**11. HEALTH AND WELFARE PLANS:** Locals must place emphasis on negotiating health

## *Article II*

and welfare benefits as such rather than concerning themselves with the cost of such benefits. Locals must evaluate the cost of health and welfare plans to determine if they are getting maximum benefits for dollars spent and compare their plans with other available plans. Locals are urged to use independent consultants to assist them in their assessments. (See Bargaining Program Art. II Sec. 29.)

12. **INTERUNION COOPERATION:** Continued efforts shall be made to build interunion cooperation locally and internationally.

13. Locals shall be alert to resolve through grievance procedures problems of glare, improper lighting, poor legibility of VDT screens and hard-copy printouts, inadequate work space and other conditions responsible for eyestrain, stress and discomfort. (See Bargaining Program Art. II Sec. 11(a) and Recommendations (Art. II Sec. 39.)

## **ARTICLE II.**

### **Bargaining Goals**

1. **JURISDICTION:** Adequate provision shall be made to protect the Guild's jurisdiction against loss of work. The drafting of such language is technically difficult, and reference to the Model Contract and consultation with TNG are necessary.

2. **GUILD SHOP:** Provision shall be made for all employees to be members of the Guild in good standing as a condition of employment. Those not members of the Guild are to be required to join no later than 30 days after contract

## *Article II*

signing; new employees are to be required to join the Guild no later than 30 days after their employment. In those states where the Guild Shop is illegal but an agency shop is permitted, an agency shop shall be proposed plus a Guild Shop effective upon repeal of the law. In states where both a Guild Shop and an agency shop are unlawful, the conditional Guild Shop shall be proposed. (See Recommendations Art. II Sec. 34.)

3. **DUES DEDUCTION:** There shall be provision for payroll deduction of membership dues at each payroll period.

4. **HOURS AND OVERTIME:** The work week shall consist of no more than 28 hours in four days. The work day shall consist of no more than seven hours each within no more than eight consecutive hours.

Overtime shall be defined as all hours worked in excess of the work day or work week specified in the contract. Compensation for overtime shall be in cash on the basis of not less than double time. A true record of all overtime shall be kept by the employer and the information made available to the Guild at the Guild's request. Working days and working hours shall be scheduled two weeks in advance; work required at hours not scheduled shall be compensated for at not less than double time in cash, and employees required to work on their day off shall be compensated at no less than double time in addition to regular pay. (See Bargaining Program Art. II Sec. 7. See Recommendations Art. I Sec. 9 and Art. II Secs. 16, 17 and 31.)

## *Article II*

**5. MINIMUM WAGES:** Minimum wages shall be established for all categories of employees covered by the contract, and shall be such that they will not injure the collective bargaining position of another Local or TNG. Proposals for minimums shall seek to achieve the International Wage Program of \$1,000 a week for experienced employees in the key inside and outside advertising, business office, circulation, data processing, editorial and electronic maintenance classifications, \$667 for beginners in those classifications, and a top minimum of not less than \$500 for any classifications. Minimum schedules shall be based on experience in comparable work. All increases shall be added to minimums. Differentials above top minimums shall be maintained. Experience rating of employees below top minimum shall conform to salary. Experience requirements for top minimum in any key classification or above shall be no more than two years, and in other jobs shall be no more than one year. (See Recommendations Art. I Secs. 4, 6 and 8 and Art. II Secs. 5, 6 and 25.)

**6. EQUAL PAY:** There shall be equal pay for equal work or for work of equal value.

**7. NIGHT AND SUNDAY DIFFERENTIAL:** Extra compensation shall be paid for work between the hours of 6 p.m. and 7 a.m. or on Sundays. (See Recommendations Art. II Secs. 18 and 31.)

**8. MERIT INCREASES:** Individual merit shall be acknowledged by increases above the minimums. The employer shall conduct a re-

## *Article II*

view of the salaries of all employees in all departments at least every six months for merit increase purposes. (See Bargaining Program Art. I Sec. 6.)

**9. INFORMATION:** Locals shall seek complete, detailed payroll information, including social insurance numbers for employees in Canada and Social Security numbers for employees in the United States, without limitation or restriction on the use of such information.

Locals shall seek full information on hiring and promotional standards.

Locals shall seek full information regarding employee use of personal or remote computers in the service of the employer and the use of or tie-in with the employer's computers by freelancers, news sources, advertisers and the like.

(See Bargaining Program Art. I Sec. 5.)

**10. JOB SECURITY:** Protection shall be provided against dismissals except for just and sufficient cause, against "no fault" dismissals including but not limited to those as a result of the contract, as the result of introduction of new or modified processes or equipment, and as a result of economy, and against pay cuts. Provision shall be made for any economic reduction in force to be by attrition without permitting speedup or imposition of unreasonable duties on any employee. Dismissals to reduce the force, as distinguished from dismissals for just and sufficient cause, shall not be made unless and until the employer establishes that such dismissals are necessary to insure survival of the property and all other means of economy have

## *Article II*

been exhausted, as an alternative to the ban on economy dismissals.

The right to question dismissals shall be maintained. There shall be provision for advance dismissal notice of not less than four weeks to the Guild and the employee. There shall be provision for six months' notice to the Guild in advance of the use of new or modified processes or equipment that would introduce new jobs or alter the content of existing job classifications. Provision shall be made for Guild-employer consultation and agreement before its use. Provision shall be made for retraining of employees whose jobs have been abolished or changed because of new or modified processes or equipment, or whose jobs have been affected by economy, such retraining to be during work time and at the expense of the employer.

Provision shall be made for supplemental unemployment compensation benefits and continuation of employer-paid health and welfare, life insurance and pension service credits for any employee affected by economic dismissal. In event of economic dismissals, provision shall be made for staff reduction through normal turnover, voluntary termination with severance pay, return to prior classification, the right of an employee marked for dismissal to claim any other job he or she is competent to perform and entitled to by the seniority provisions of the contract and, if still necessary, dismissals in order of least seniority with rehiring rights in reverse order of dismissal. Employees shall not be subject to punitive action because of criticism

## *Article II*

of their employer either orally or in print.

### **11. AUTOMATION:**

**(a) SAFETY STANDARDS:** Locals shall seek employer agreement to fully abide by all regulations covering equipment, to conduct periodic inspection of such new equipment in order to continually maintain governmental standards, and to conduct regular monitoring of such new equipment with results of monitoring to be made available to the Guild at regular intervals. Locals shall seek provision for periodic inspection and maintenance of VDTs and similar equipment to assure adequate clarity and focus.

In plants where VDTs and/or CRTs are being used or introduced, Locals shall seek employer-paid periodic tests for radiation emissions and periodic optometrical/ophthalmological examinations, where not covered by Medicare plans in Canada, for each employee using the equipment, and before any employee begins to use VDTs the employee shall have an optometrical/ophthalmological examination, paid for by the employer where not covered by Medicare plans in Canada. Locals shall seek provision that the methodology and results of such tests be furnished to them; optometrical/ophthalmological examinations shall include testing procedures recommended for persons using VDTs and/or CRTs and examinations for cataracts. Locals shall seek provision that the cost of any new or replacement eyeglasses or contact lenses, at employee option, required for VDT work be paid by the employer.

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Locals shall seek rest breaks of 15 minutes after one hour or 30 minutes after two hours of continuous work on VDTs; Locals shall seek provision that employees assigned to operate VDTs within two hours before the end of their shift not be assigned VDT work in the final half-hour of the shift to give their eyes time to readjust.

Locals shall seek provision that prior to the introduction of VDTs, or as soon as possible if VDTs already have been introduced, a study of levels, quality and placement of lighting be conducted by a lighting expert acceptable to the Guild, that the recommendations of the lighting expert be implemented, consistent with the employees' desire and comfort, and that lighting conditions shall not be changed subsequently without Guild consent.

Locals shall seek provision that prior to the introduction of VDTs or to the acquisition of additional or replacement machines, the employer consult with the Guild on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well-being and that no equipment be installed until agreement has been reached on these matters. Locals shall seek provision for adjustable chairs, desks and/or footrests for all employees operating VDTs.

(See Bargaining Program Art. I Sec. 13 and Recommendations Art. II Sec. 39.)

(b) **SPEED AND ACCURACY STANDARDS:** Locals shall seek protection that employers not be permitted to establish standards

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of speed and accuracy in the use of new types of equipment, and that proficiency in the use of such new equipment not be the basis for assignment of employees to such equipment.

(See Bargaining Program Art. I Sec. 13 and Recommendations Art. II Secs. 8 and 35.)

**12. GRIEVANCES:** Contract provision shall be made for adequate means of processing and settling grievances and taking up matters affecting relations between employer and employee. Locals shall control committees handling grievances. Locals must include contract provision requiring arbitration of unsettled grievances. (See Bargaining Program Art. I Sec. 4 and 13 and Art. II Sec. 13 and Recommendations Art. II Sec. 2.)

**13. EMPLOYEE VOICE:** Contracts that permit the taking up of matters affecting relations between employer and employee provide an avenue for exercising a voice in the product. In contracts which lack such procedure, provision shall be made for taking up matters affecting relations between employer and employee, so that the procedure can be utilized for this activity. Or, in the alternative, provision shall be made that the Guild designate a committee of its own choosing to meet with a committee of the employer's choosing to discuss and to make recommendations affecting all aspects of the operations of all Guild-represented departments, including news coverage. Such committee shall meet at least once a month. If the alternative proposal is made, TNG's Contracts Committee shall provide the Local with special

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advice concerning such proposal. (See Bargaining Program Art. II Sec. 12 and Recommendations Art. II Sec. 24.)

**14. OUTSIDE ACTIVITY:** Employees shall be free to engage in any activity on their own time.

**15. EMPLOYEE INTEGRITY:** Employees shall be protected by contract against use of their by-lines or credit lines over their protest. Employees shall also be protected by contract against having to perform under protest any practice compromising their integrity. Substantive changes in material shall be brought to the employee's attention before publication. Provision shall be made that no employee shall be required to write, process or prepare anything for publication in such a way as to distort any facts or to create an impression that the employee knows to be false. Provision shall be made that if a question arises as to the accuracy of printed material, no correction or retraction of that material shall be printed without prior consultation with the employee concerned. Any employee whose work or person is mentioned in a letter to the editor shall be informed of such letter immediately and shall have the right to respond to such letter simultaneously and adequately on the page on which it is published. Provision shall be made that no employee shall be required to use his or her position as an employee for any purpose other than in carrying out his or her work for the employer.

**16. PRIVILEGE AGAINST DISCLOSURE:** Provision shall be made that an employee may

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refuse to give up custody of or disclose any knowledge, information, notes, record, documents, films, photographs or tapes or the source thereof, that relate to news, commentary, advertising or the establishment and maintenance of his or her sources, in connection with his or her employment; and that an employee also may refuse to authenticate any published material in any proceedings. Provision shall be made that the employer shall not give up custody of or disclose any of the above without consent of the employee.

Provision shall be made that the employer shall notify the employee concerned, and the Guild, of any demand on the employer for such surrender or disclosure. Provision shall be made that if the employee is proceeded against under law on account of his or her refusal to surrender or disclose, the employer shall move to join as a party to such proceeding, shall meet all expenses incurred by the employee, including expenses of legal counsel retained by the employee, and shall indemnify such employee against any monetary loss including but not limited to fines, damages or loss of pay. Provision shall be made that the employee shall suffer no loss under the contract as a result of such refusal to surrender or disclose or authenticate.

17. HAZARDOUS CONDITIONS: Contracts shall confirm the right of an employee: (a) to refuse to accept an assignment or a job he or she has reason to believe is performed under hazardous conditions; and, (b) to refuse to report for work because he or she has reason to

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believe that travel to or from work, or work at, the place of work is hazardous. Provision shall be made that no employee be docked for work-time lost: (a) for exercising this right to refuse an assignment, or job, or to report for work, that he or she has reason to believe will require work or travel under hazardous conditions; or (b) for being unable to report to work because normal travel facilities are unavailable or inoperative and no practicable alternative is available or operative, due to storm, flood or other natural phenomena or to hazardous conditions created by man, including by way of example but not limited to: riot, civil disturbance, military operations, fire, explosion.

Provision shall be made that the employer: (a) furnish an employee all possible protection and protective devices, including safe passage on streets, parking lots and other property near the plant; (b) take measures to eliminate, if possible, or to minimize and alleviate the hazardous conditions of jobs or the hazardous conditions under which a job is performed; (c) provide special and additional life and accident insurance; and (d) reimburse an employee for loss of or damage to personal property, including automobile, in connection with employment. Provision also shall be made for premium pay for the performance of hazardous work. Contracts also shall confirm an employee's right to refuse to operate equipment, including a vehicle: (a) that he or she deems to be unsafe; and (b) in an unsafe or unlawful manner.

When an employee is injured as a result of failure of the employer to provide adequate safe-

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ty measures, or is injured in performing work under hazardous conditions, the employer shall pay all costs of medical treatment.

Provision shall be sought enabling pregnant employees to transfer from a job or from working conditions the employee believes may be hazardous to the fetus or the employee during pregnancy, without reduction in pay or impairment of benefits. (See Bargaining Program Art. II Sec. 24.)

18. **STRUCK WORK:** No employee shall be required to cross the picket line of another union to reach either the place of work or any place he or she is assigned to go, nor be required to handle struck work or work destined for struck shops. Locals in drafting proposals in this area shall follow advice from TNG.

19. **SEVERANCE PAY:** Employees shall receive upon termination of employment severance pay without restrictive qualifications or ceilings in a lump sum computed on a scale at the rate of three weeks for each year of service. Severance pay shall be payable to the beneficiary or the estate of an employee upon death. Severance pay also shall be payable upon retirement. (See Recommendations Art. I Sec. 7 and Art. II Sec. 14.)

20. **PENSION PLANS:** Provision shall be made for an adequate negotiated pension plan. There shall be no mandatory retirement.

The pension plan shall not be negated by allowing a cash-out that requires the surrender of pension benefits in order to obtain the cash-out, except in those cases where severance or

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alternate benefits have been transferred into a pension fund and are thus permitted as cash-outs to the extent previously available.

Locals shall seek to lower the vesting requirement to five years to take care of shorter-service employees.

Locals shall negotiate pension plans to provide pensions, not to provide another means of severance pay. Eligibility for pensions shall be the same for all employees.

Pension plans shall cover all employees in Guild jurisdiction and shall not provide for employee contributions to a plan providing for pension benefits. (See Recommendations Art. II Secs. 9, 10, 11 and 12.)

21. **VACATIONS:** Provision shall be made for an annual vacation of at least five weeks with pay and a vacation of 13 weeks with pay every five years, with an extra week's pay for each week of vacation, and accrued vacation pay on termination of employment. (See Recommendations Art. II Sec. 30.)

22. **HOLIDAYS:** There shall be provision for all locally recognized holidays in each calendar year. Employees required to work on any holiday shall receive compensation for not less than a full day at the rate of double time in addition to their regular weekly pay. (See Recommendations Art. II Sec. 20.)

23. **LEAVES:** Provision shall be made for leaves of absence for persons while engaged in work for the Guild or the organized labor movement, and for other good or sufficient reasons.

Provision shall be made for a leave of absence

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for any employee who requests such leave for the purpose of: (a) becoming a candidate for any public office or for any office in a political party; or, (b) serving in any public office or in office of a political party; or (c) serving as a paid or volunteer worker for a public office holder or political candidate or party. Provision shall be made for leaves for service with the Peace Corps, VISTA, the Red Cross or the like.

Such leaves shall be considered service time in computing benefits.

**24. MATERNITY AND PATERNITY LEAVES:** Provision shall be made for maternity leave of at least four months with pay and an unpaid leave in addition of two years or more, on the employee's request. No employee shall be required to take a leave of absence, nor shall an employee's job duties or working conditions be altered without the employee's consent, on account of pregnancy; nor shall there be any penalty for pregnancy. If leave is taken, the timing and duration shall be at the discretion of the employee. Employees returning from such leave shall be reinstated in their jobs at the salary they would have received had their employment with the employer been continuous, with full credit toward severance pay accrual, experience rating, and other length-of-service benefits. Employees at expiration of maternity leave electing not to return to their position shall receive full severance pay.

Provision shall be made for paternity leave of at least four months with pay and an unpaid leave in addition of two years or more, on the

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employee's request. If leave is taken, the timing and duration shall be at the discretion of the employee. Employees returning from such leave shall be reinstated in their jobs at the salary they would have received had their employment with the employer been continuous, with full credit toward severance-pay accrual, experience rating, and other length-of-service benefits. Employees at expiration of paternity leave electing not to return to their position shall receive full severance pay.

This section applies to both natural and adoptive parents.

(See Recommendations Art. II Sec. 30.)

25. **SICK LEAVE:** Provision shall be made for sick and disability leave with full pay for all employees, with no deduction from overtime for sick leave. (See Recommendations Art. II Sec. 22.)

26. **BEREAVEMENT LEAVE:** Provision shall be made for adequate leave with pay for death in the employee's family or household.

27. **FAMILY EMERGENCIES:** Employees shall be granted leaves with pay for family emergencies.

28. **PUBLIC SERVICE:** Leaves of absence shall be guaranteed for employees entering U.S. or Canadian military service or service in lieu thereof, employees returning from such service to be reinstated in their jobs at the salary they would have received had their employment with the employer been continuous, with full credit for time spent in such service toward severance pay accrual, experience rating and other length-

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of-service benefits and with all rights unimpaired. Full protection shall be provided for National Guard or Reserve Forces training or reserve services training in the Canadian Armed Forces. Full protection shall be provided for time spent in emergency service, including full pay for time so spent. Employees in the armed forces or on reserve or militia duty shall be free to work in other shops without losing seniority or other protections in their original jobs.

**29. HEALTH AND WELFARE PLANS:** Provision shall be made for prepaid health, surgical and hospitalization coverage for the employee, the spouse of any employee and the dependents of any employee paid for by the employer, as well as for employer-paid life insurance covering the employee. Health plans shall also provide dental, eye, aural, psychiatric and psychological care; prescribed drugs and treatment for alcoholism and drug addiction, drug-related problems and compulsive gambling; abortions, tubal ligations or vasectomies; obstetrical benefits without dollar limitations; and liberal elective surgery benefits. Health plans shall provide care by a licensed practitioner and the cost of any devices whose use they may prescribe.

Locals shall negotiate for a health maintenance organization option with the employer paying the full cost of participation in any such prepaid group practice plans. Locals shall seek provision for a contract reopener in event a federal, state or provincial health insurance plan is either established or amended by legislation,

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to make certain that employer contributions for health and welfare are not lost but are retained for supplemental health care, if needed, or other forms of insurance, pensions or wages.

Provision shall be made for an employer-paid Employee Assistance Program or other similar plans covering the employee, spouse and dependents with the requirement that any plans adopted shall be totally voluntary and confidential in participation by employees.

(See Bargaining Program Art. I Sec. 11 and Recommendations Art. II Secs. 10 and 22.)

30. **EXPENSES:** Provision shall be made for payment of all expenses of employees in performance of their duties. (See Recommendations Art. II Secs. 17, 18 and 33.)

31. **EDUCATION:** Provision shall be made for an educational-benefits clause providing for employer financing of employee education that will serve to improve skills and make the employee of more value to the employer.

32. **NO DISCRIMINATION:** Provision shall be made against discrimination because of age, sex, race, creed, color, national origin, marital or parental status, family relationship, sexual or affectional preference, political activities or political belief or irrelevant handicaps. Contract proposals shall provide against discharge or discrimination for Guild activity and provide that employers shall not interfere or attempt to interfere with the operation of the Guild.

Employers shall set up training programs for all employees, with emphasis on women, minority groups and those socially or culturally

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disadvantaged to provide equal opportunity for placement or advancement to all employees; such programs to be on-the-job training, supplemented where indicated by formal classes. Provision shall be made that the employer shall actively recruit women and members of minority groups for positions in all areas of Guild jurisdiction. Provision shall be made that hiring and promotional standards shall not require more skill than is necessary for the performance of the job involved. (See Bargaining Program Art. I Secs. 7 and 8 and Recommendations Art. II Secs. 21 and 23.)

33. **PROMOTIONS:** Locals shall seek provisions guaranteeing that present employees shall be given the first opportunity to try out for vacancies in higher classifications, subject however to the prior application of any rehiring list; that in case of promotion opportunities, where ability is comparable, seniority shall govern in the choice of employees for the higher position; that there be a fair trial period at the end of which the employee is confirmed in the position if he or she qualifies, and that there be an appropriate wage increase upon promotion, with future salary advancement regulated. Employees shall have similar rights to lateral transfers. Employees shall be free to refuse promotion without penalty and be free to return without prejudice to their previous classifications during the trial period.

Notices of job openings shall be posted. The employer shall provide full written explanations of why applicants are denied promotions or

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transfers sought. The employer shall make available to the Guild upon request the criteria used in evaluating employees; the tests, if any, given to employees seeking promotions or transfers, and the results of any such tests taken by employees. The employer's evaluation of the employee's progress shall be discussed with the employee at specified frequent intervals during the trial period as well as at its end. (See Bargaining Program Art. I Sec. 8 and Art. II Sec. 32 and Recommendations Art. II Sec. 37.)

34. **TRANSFERS:** Provision shall be made that transfers to another city, or to another job or position, department or territory, shall not be made without consent of the employee, shall be made without reduction in wages or benefits and, in the case of transfers to another city, shall be made with payment of any transportation or other moving expenses of the employee and dependent members of the employee's household.

35. **CHILD CARE:** The employer will pay the employee's cost of day/night care for both preschool children and those who need afterschool care. The employee may choose the type of care and/or facility to be used. (See Recommendations Art. II Sec. 29.)

36. **NOISE:** Provision shall be made that where noise levels are a problem, the employer shall reduce the noise levels to a point that they shall not cause aural or other injury. (See Recommendations Art. II Sec. 27.)

37. **DOUBLE JOBS:** Any tendency to speed up work or reduce employment opportunities by

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assigning employees to double jobs shall be prevented by contract. Such classifications as accountant, ad copywriter, advertising salesperson, artist, circulation district manager, data-processing programmer, editor, reporter, photographer, etc., represent different skills. No employee shall perform in more than one function.

38. **FRAGMENTATION OF JOBS:** Contracts shall prohibit by an appropriate provision subtle elimination of jobs by fragmentation, by which duties of a given job are assigned to various other jobs, thereby eliminating that job.

39. **DURATION:** Proposals shall be for contracts limited to one year, except when a longer period is required to provide for a common expiration with contracts of other unions. Locals shall seek, when feasible, expiration of contracts on the same date as those of other unions in the plant. No automatic renewal clauses shall be included, nor shall a contract extension clause, without complete retroactivity, be included. In the case of an initial contract, a clause providing complete retroactivity to a date not later than that of the Guild's certification as bargaining agent shall be included. In event a contract does not call for retroactivity, original proposals for the new contract shall include provision that all conditions including wages of the new contract be retroactive to the expiration date of the current contract. (See Recommendations Art. I Sec. 4 and Art. II Sec. 15.)

CONVENTION  
RECOMMENDATIONS

*on*

COLLECTIVE BARGAINING

Collective Bargaining shall be guided by the Convention Recommendations on Collective Bargaining, as well as by the Collective Bargaining Program, directs TNG Constitution Article XVIII Section 1.

These recommendations cover both bargaining procedure and contract provisions. Unlike provisions of the Collective Bargaining Program, the recommendations are not mandatory. Whereas the Collective Bargaining Program sets forth immediate, primary objectives, the Convention Recommendations include long-range goals, secondary goals, specific applications of general principles set forth in the Bargaining Program and suggested action on particular local problems.

The recommendations reflect the best thought of Convention after Convention. Locals are urged to include in their proposals as many of the points as are applicable.

**ARTICLE I.**

**Bargaining Procedures**

1. BARGAINING MATERIAL: The IEB is

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instructed to prepare information and material for collective bargaining, including periodic revisions of the Model Contract, and Locals are urged to furnish the International on request such available information as is necessary to meet the needs of Locals and the International.

2. **BARGAINING PREPARATION:** Locals should seek to ascertain their members' views on contract proposals by meetings, questionnaires and other methods and should carry on informational campaigns so that the membership will be fully aware of the reasons that essential demands must be fulfilled. Locals should make careful preparations to substantiate their proposals to the employer and should prepare both specific language for each proposal and the final contract language.

3. **BARGAINING COMMITTEES:** Bargaining committees should be broadly constituted insofar as possible including representatives from all departments. Locals unable effectively to conduct their own negotiations are urged to seek negotiators from other Guild Locals or District Councils, or if unavailable, from other AFL-CIO or CLC unions.

4. **CONTRACT REOPENERS:** In event a contract of longer than one year is agreed to, provision should be made for an interim reopening on wages and other provisions as agreed. Contract reopening provisions should include effective means for resolving issues subject to the reopener and guarantee that the results of the reopener be put into effect not later than the effective date of the reopening.

5. **"NEW APPROACHES":** Locals are urged

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to use extreme caution before moving toward so-called "new approaches" to collective bargaining, which generally take the form of talks with the employer in advance of negotiations or on a continuing basis. Locals are warned to consult with TNG before doing this.

**6. STOCK PURCHASE AND PROFIT-SHARING PLANS:** TNG opposes stock issuance plans of employers which require that employees purchase stock in the company. Locals should be warned that profit-sharing plans may be at the expense of proper minimums, and contract provisions, and may encourage job-cutting. Under Article XVIII of the Constitution any Local before entering into such a plan must submit it to TNG. Any such plan instituted unilaterally by an employer should be reported promptly to TNG.

**7. SEVERANCE PAY:** Severance pay should not be regarded as indemnity for dismissal and Locals are urged to press for the divorce of severance pay from the subject of job security. The term "dismissal pay" should not be employed in Guild contracts or negotiations. (See Bargaining Program Art. II Sec. 19 and Recommendations Art. II Sec. 14.)

**8. CLERICAL WAGES:** Locals should give special attention to wage improvements in clerical wage classifications to bring these rates up from substandard levels where necessary. (See Recommendations Art. II Sec. 5.)

**9. EMPLOYMENT OPPORTUNITY:** Locals are urged to give greater emphasis in bargaining to measures that would help increase employment opportunity — such as higher pre-

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mium pay to discourage excessive overtime work. Evidence shows that some employers abuse the concept of overtime to avoid hiring sufficient employees. TNG endorses the goal of spreading employment by various means, including the shorter work week. Excessive overtime as a means to avoid the hiring of needed additional employees defeats an important purpose of premium pay and holds down employment opportunity. (See Bargaining Program Art. II Sec. 4.)

### **ARTICLE II.**

#### **Bargaining Goals**

1. **GUILD REPRESENTATIVES:** Locals should seek provision for release from work, upon request, without loss of pay for Guild representatives to attend negotiations or other meetings between the employer and the Guild. An employee who attends such a meeting on a day off shall be granted an extra day off at a time selected by the employee.

2. **GRIEVANCES AND ARBITRATION:** Provision should be made for the employer to pay all costs of processing grievances, including the costs of arbitration, and for a schedule of penalties to be paid by the employer to the Guild if the employer is found guilty by an arbitrator of violating the contract. Provision should be made that conditions prevailing prior to a circumstance that results in a grievance shall be maintained unchanged pending final settlement of the grievance. (See Bargaining Program Art. I Sec. 4 and Art. II Sec. 12.)

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**3. JURY AND WITNESS DUTY:** Provision should be made that employees who are called to serve on juries or to testify at any court or administrative proceeding receive their regular weekly salary during the period of such duty or appearance. Night workers called for such duties shall, in addition, not be required to work on the day or days so spent.

**4. REGULAR EMPLOYMENT:** Locals should attempt to convert part-time, temporary and space employees' jobs to full-time employment while protecting the rights of such employees currently employed. (See Bargaining Program Art. I Sec. 10.)

**5. CLASSIFICATIONS:** Locals should establish minimums reflecting the true differentiation in job content. Care in negotiating job descriptions should be exercised so that they are realistic and do not set higher standards than are necessary for the performance of the job. Locals are urged to define classifications in the contract, with particular emphasis placed on negotiation of "position" minimums covering categories generally above the regular classifications. (See Bargaining Program Art. II Sec. 5 and Recommendations Art. I Sec. 9.)

**6. HIGHER-CLASSIFICATION OR EXEMPT-POSITION WORK:** Provision should be made that employees performing the work of someone in a higher-paying classification or an exempt position shall receive at least an additional 15 percent above their salary.

**7. MULTIPLE USE AND SYNDICATION:** Provision should be made for extra payment to the employee whenever the product of his or her

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work is made available by the employer for use by another person or enterprise. Locals must move vigorously to assert employees' residual rights to material resold after publication or distributed freely and widely through employer-owned wire services.

8. **ELECTRONIC DISTRIBUTION SYSTEMS:** Provision should be made that all employees in the Guild bargaining unit receive a substantial share of the income accruing to an employer in the print news industry as a result of the employer's participation in a system for electronic processing, storage, retrieval and distribution of news, advertising and associated information. The substantial share obtained by the Guild under such contract provision shall be used either to increase all minimum salaries under the contract and the actual salaries of all employees in the bargaining unit or to provide a benefit of universal value to employees in the bargaining unit. (See Recommendations Art. II Sec. 35.)

9. **TNG PENSION PLAN:** Locals are urged to negotiate participation in The Newspaper Guild International Pension Plan. The Newspaper Guild Pension Plan has the unique advantage of portability enabling employees to accrue additional pension credits while changing jobs from one participating employer to another through the Guild's representation. TNG's plan also offers lower administrative costs assuring that a greater portion of employees' pension funds are available for benefits. (See Bargaining Program Art. II Sec. 20.)

10. **HEALTH AND WELFARE AND PEN-**

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**SION BENEFITS FOR RETIREES:** Locals should provide for employer-paid health plan and life insurance coverage for present and future retirees. Locals should provide for increases in pension benefits for present retirees, taking into account the erosion of benefits caused by inflation and the relation of retirees' benefits to current salary levels. Locals should negotiate a benefit escalator clause providing for automatic benefit increases to at least match the rising cost of living. (See Bargaining Program Art. II Secs. 20 and 29 and Recommendations Art. II Sec. 11.)

**11. PENSION PLANS:** In drafting proposals for improving an existing, jointly administered pension plan, Locals should be guided by the following points:

(a) An accrued normal retirement benefit after 20 years of service without a ceiling on the number of years of service used to calculate the pension benefit.

(b) A pension benefit formula of 3 percent of average monthly compensation in the three highest earnings years times years of service.

(c) An immediate, automatic survivor's benefit of 80 percent of the employee's normal retirement benefit payable to the designated beneficiary.

(d) A permanent and total disability benefit equal to the amount of the employee's accrued normal retirement benefit as of the date of permanent and total disability, with a minimum disability pension of 25 percent of the employee's average monthly compensation of the three highest earnings years or average monthly com-

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pensation over a shorter period comprising the employee's total service.

(e) Pension benefit exclusive of and in addition to social insurance or Social Security benefits, severance pay or other cash benefit accrued by the employee.

(f) Employer payments to the pension fund should be calculated as a percentage of payroll or based on a percentage of the contract key top minimum. (See Bargaining Program Art. II Sec. 20 and Recommendations Art. II Sec. 12.)

12. TNG COMMINGLED FUND: Locals are urged to bring new or existing plans into TNG's Commingled Pension Trust for higher return on investments which this fund can bring and for lower costs of administration. (See Bargaining Program Art. II Sec. 20 and Recommendations Art. II Sec. 11.)

13. LIMITATION OF APPRENTICES: Employees paid below the top minimum for their classification should be limited to a percentage of the total number employed in any one classification, without dismissing any already employed to achieve this percentage.

14. SEVERANCE PAY: In cases of economic dismissal, any and all employees regardless of length of service shall receive a minimum of 13 weeks of severance pay, with a minimum of an additional week of severance pay for each six months of service. (See Bargaining Program Art. II Secs. 10 and 19 and Recommendations Art. I Sec. 7.)

15. SALE OR TRANSFER: Locals should seek an adequate "successors and assigns" clause. (Bargaining Program Art. II Sec. 39.)

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**16. CALL-BACKS AND BACK-TO-BACK SHIFTS:** Locals should seek to prohibit scheduled shifts not separated by at least 12 hours and should seek a provision requiring that employees called back to work after leaving for the day receive at least four hours' pay plus travel time, both at the overtime rate.

**17. MEAL ALLOWANCE:** Provision should be made that an employee required to work more than two hours' overtime in any one day be entitled to \_\_\_\_\_ dollars meal allowance. An employee required to work on the sixth or seventh day of his or her work week for more than one-half day shall receive \_\_\_\_\_ dollars meal allowance.

**18. TRANSPORTATION:** Provision should be made that employees required to work after 9 p.m. or before 6 a.m. receive \_\_\_\_\_ dollars transportation allowance.

**19. SURVEILLANCE OF EMPLOYEES:** Locals should demand elimination of secret surveillance of employees as well as the use of electronic supervisors, tape recordings, telephone monitoring systems and similar procedures and devices.

**20. HOLIDAYS:** Locals should seek provision for: (a) not less than a full day's pay at the rate of 2½ times, in addition to regular weekly salary, for employees required to work on any holiday; and, (b) the employee's birthday and a day of the employee's choice to be holidays, in addition to all locally recognized holidays, in each calendar year. (See Bargaining Program Art. II Sec. 22.)

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**21. TRAINING UNEMPLOYED:** Locals, on their own initiative or in cooperation with employers, should encourage training programs for minority or hard-core unemployed workers and Vietnam-era veterans. To be meaningful, such program should contemplate a permanent job when the training period is concluded and offer real opportunity for promotion to higher skilled, higher-paying jobs. Locals should consult with TNG before initiating or agreeing to any such programs. (See Bargaining Program Art. II Secs. 32 and 33.)

**22. LONG-TERM DISABILITY INSURANCE:** Where sick leave with full pay for the duration of any illness or incapacity is not negotiated, Locals should consider negotiating employer-paid, long-term disability insurance to cover the period when sick pay runs out and before a pension, if any, is available. (See Bargaining Program Art. II Sec. 25.)

**23. MINIMUM MINORITY-HIRING GOALS:** Provision should be made for minimum minority-hiring goals to provide opportunity for employment of persons from minority groups. When proposed, the goal shall be related either to the percentage of minority groups in a given local area or to the percentage of minority persons in the nation, whichever is greater; the percentage shall be achieved at the earliest feasible time. Locals shall consult with TNG's Contracts Committee for guidance in drafting proper language. A hiring goal for minority persons does not establish a "quota." A quota means a level of employment is set in a given period of time; failure to meet a quota

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would constitute a violation of the agreement. A goal is a target of expected employment. (See Bargaining Program Art. II Sec. 32.)

**24. EMPLOYEE VOICE:** Provision should be made that in all departments covered by an Agreement, the Guild shall be notified in writing of the name and qualifications of any person proposed for appointment to an exempt position. Such appointments shall not be effective until discussed with the Guild.

Provision should be made that the Guild be represented on the editorial board and in any news conference by representatives of its own choosing.

Should Locals desire to make specific proposals for employees' voice in addition to the above, Locals shall consult with TNG's Contracts Committee in drafting such proposals. If either of the two specific proposals above, or similar proposals, are made, TNG's Contracts Committee shall provide the Local with special advice concerning such proposals. (See Bargaining Program Art. II Sec. 12 and 13.)

**25. LONGEVITY INCREASES:** All Locals should seek longevity increases at the highest possible amounts at the earliest possible time after the employee has reached top minimum. (See Bargaining Program Art. II Sec. 5.)

**26. PERSONNEL FILES:** Provision should be made that the employer shall furnish to the employee and to the Guild a copy of any criticism, commendation, appraisal or rating of such employee's performance in his or her job or any other comment or notation regarding the employee simultaneously with its being placed in

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his or her personnel file. The employee and/or the Guild shall be allowed to place in such file a response to anything contained therein which such employee and/or the Guild deems to be adverse. An employee shall have the right to review his or her personnel file at any time and upon request shall be provided copies of all material in his or her file. No derogatory personnel record shall have any effect after six months following its date.

**27. WORKING CONDITIONS:** Provision should be made that the employer provide a properly lighted, clean, properly ventilated and properly heated/air conditioned work area of adequate size. Provision should be made ensuring that employer premises conform with all federal, state or provincial and local health and safety laws and regulations. Provision should be made to ensure optimum working conditions. (See Bargaining Program Art. II Secs. 11(a) and 36.)

**28. PREPAID LEGAL SERVICES:** Provision should be made for the establishment of an adequate plan for prepaid legal services financed by employer contributions and jointly administered by the contracting parties.

**29. CHILD CARE:** The Guild and the employer should agree on the establishment and administration of adequate employer-financed child-care centers. The employer should provide the necessary study funds for the Guild to determine the need for required supervision and care of children, including both preschoolers and those who need after-school care. Cooperation with other unions in the establishment of

### *Article III*

child-care centers is urged where appropriate. Employee-parent control and voluntary participation in such centers is basic to their establishment, which shall be an employer responsibility. (See Bargaining Program Art. II Sec. 35.)

**30. MATERNITY AND PATERNITY LEAVES:** Locals should seek provisions allowing employees, at their option, to work schedules reduced by as much as 50 percent with no loss in benefits, for as long as one year after the addition of children to their households or upon returning from maternity or paternity leave. (See Bargaining Program Art. II Sec. 24.)

**31. NIGHT AND WEEKEND DIFFERENTIALS:** Locals should seek double time for all Saturday and Sunday work and a differential of at least 15 percent and shorter working hours for night work. (See Bargaining Program Art. II Secs. 4 and 7.)

**32. SENIORITY:** Locals should seek provisions assuring that seniority prevails in the choice of vacation dates, shifts, starting times and days off. (See Bargaining Program Art. II Secs. 4, 10 and 21).

**33. VEHICLES AND EQUIPMENT:** (a) Locals should require the employer to furnish all equipment, including vehicles, needed for the job, with provision that all employer-furnished equipment and vehicles be safe and well maintained. In event the employer does not furnish such equipment or vehicles, Locals should seek adequate compensation for all costs to employees for the use of their vehicles or equipment. (See Bargaining Program Art. II Sec. 30.)

(b) Under contracts not providing for the em-

### *Article III*

ployer to furnish all transportation, provision should be made for an escalator clause tied to the Private Transportation Index component of the Consumer Price Index to increase the reimbursement due employees who use their vehicles in the service of the employer, based on all costs of owning and driving a vehicle.

**34. UNION SECURITY:** Where legal and feasible, Locals should propose that only members of the Guild be employed to perform work within the Guild's jurisdiction. (See Bargaining Program Art. II Sec. 2.)

**35. SAVINGS RESULTING FROM AUTOMATION:** Locals should advance contract proposals designed to enable employees to share the benefits of savings resulting from automation. (See Recommendations Art. II Sec. 8.)

**36. VOTING TIME:** Locals should seek adequate time off with pay for the employees to vote in public elections and referendums.

**37. TRANSFERS OUT OF UNIT:** Locals should provide for protection of rights and benefits of employees who are promoted or transferred out of Guild jurisdiction, with the right to return to their former jobs providing that it does not injure the rights of bargaining-unit employees or those on the rehiring list. (See Bargaining Program Art. II Sec. 33.)

**38. POLITICAL-ACTION CHECKOFF:** Locals should seek provision for payroll deduction of voluntary political contributions.

**39. VLF RADIATION SHIELDING:** Locals should seek protection against Very Low Frequency radiation through provisions for either a

### *Article III*

conductive metal shield around the flyback transformer or an adequate metal shield installed on the exterior of the VDT. (See Bargaining Program Art. I Sec. 13 and Art. II Sec. 11.)

40. **JOB SHARING:** Should Locals seek provision allowing an employee to share a full-time job with another employee, then, any employee may opt for job sharing, with no loss of benefits or protections under the contract, without fragmenting full-time jobs into permanent part-time positions or eliminating jobs, with the right for a full-time employee to reclaim the employee's former job, with rehire rights for an employee displaced as a result. (See Bargaining Program Art. I Sec. 10 and Art. II Secs. 24 and 38 and Recommendations Art. II Secs. 4 and 30.)

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*to the*

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## More Milestones

*(Continued from back cover)*

- 1964—Guild intensifies program to end discrimination in news industry jobs.
- 1965—First \$200 minimum for reporters, ad salespersons takes effect.
- 1970—Employee “voice in product” endorsed; TNG Women’s Conference adopts proposals to end sex discrimination in the industry.
- 1971—TNG Minority Conference advances programs for equal employment.
- 1972—First \$400-a-week minimums for key newspaper jobs negotiated; Canadian Region office opened, director appointed.
- 1973—Guild intensifies bargaining program to meet impact of automation.
- 1976—Guildwide portable-pension plan initiated; first key minimums over \$500 go into effect.
- 1980—Bargaining Program expanded to meet VDT hazards in safety drive.
- 1981—Defense Fund reaches \$4 million; 1st key minimums over \$700 negotiated.
- 1982—TNG launches residential seminar program for new local officers.
- 1983—Guild marks 50th Anniversary; Defense Fund tops \$5 million.
- 1984—Organizing successes spur \$740,000 new-member drive.
- 1985—Defense Fund increased to \$6 million; first \$1,000-plus top minimum goes into effect.

## Guild Milestones

- 1933—U.S. wage-hour code opposed by publishers; newswriters, led by columnist Heywood Broun, organize the Guild.
- 1934—Guild signs first contract, with Phila. Record, adopts code of ethics.
- 1936—Guild affiliates with AFL.
- 1937—Guild affiliates with CIO, extends membership to commercial-department employees. U.S. Supreme Court rules Guild membership does not impair press's freedom, says publisher "has no special immunity from . . . general laws."
- 1938—Guild signs first nationwide contract, with United Press; holds first convention in Canada, at Toronto.
- 1940—Heywood Broun Award established for journalistic achievement.
- 1944—War Labor Board rules Guild membership as condition of employment does not impair freedom of press.
- 1946—First \$100 minimums won for key editorial and advertising jobs.
- 1949—Guild signs first contract in Canada, with Toronto Star.
- 1951—Canadian Region established.
- 1958—Nationwide U.S. Wire Service Local chartered.
- 1959—Guild reaffirms reporters' right to protect news sources.
- 1962—Wage conference spurs drive for \$200-a-week goal.

*(Continued on inside back cover)*