

PHILADELPHIA MEDIA NETWORK

March 30, 2017

TENTATIVE AGREEMENT

Philadelphia Media Network (“PMN” or the “Company”) and the Newspaper Guild of Philadelphia (the “Guild”), hereby tentatively agree to the following:

- A. **Three Year Term of Agreement** (2017-2020, commencing upon the date of ratification and continuing for a period of 36 months thereafter).
- B. Merge Philly.com Memorandum of Agreement into the “Main Unit” collective bargaining agreement and merge Daily News and Inquirer seniority lists (the parties will make changes to the body of Main Unit CBA, as appropriate, to reflect the merger of newsrooms, seniority lists and contracts).
- C. New job titles, as presented by the Company in negotiations and agreed to by the Guild, will be incorporated into the collective bargaining agreement.
- D. **Revise Article 2 – No Discrimination** to include “gender identity.”
- E. **Modify Article II – Minimum Wages** to eliminate lowest three steps in Article 11.2; make this same scale applicable to current editorial positions in Philly.com Memorandum of Agreement jobs.
- F. **Revise Article 17 – Personal Days** to prorate personal days in the first year of employment.
- G. **Revise Article 23 – Severance** to include eligibility for severance for employees who elect to retire from PMN at age 60 or older.
- H. **Revise Article 24 – Health and Welfare Fund** to reflect that the parties will agree to move to the Teamsters Vicinity Fund, effective June 1, 2017 (or as soon as possible after that, if accepted by the Fund) and contingent on ratification. Current Guild members will continue to make contributions through payroll deductions at their current rates (\$20 per week for single and \$50 per week for family – part-time employees will pay current shares) for the duration of the three-year agreement. Future Guild employees will contribute at a higher rate, to be negotiated by the parties. PMN will pay the balance of the Vicinity Fund costs annually (i.e., the remaining cost after employee payroll deductions), and will cover year over year rate increases up to and including 6% over prior year for the length of the agreement. Employees will be responsible for any year to year increase in excess of 6%.

- I. Revise Article 27 – Security to eliminate two weeks pay for terminations based on gross misconduct and increase probationary periods to six (6) months and nine (9) months.
- J. Modify Article 28 – Reduction in Force to provide that in the event of a reduction in force, decisions as to who may be laid off shall be determined by the Company in its sole discretion. A primary factor to be considered shall be length of service, in addition to performance, qualifications, and skills and abilities. Such decisions are not subject to the Arbitration provisions as set forth in Article 40, but may be brought to non-binding advisory mediation through the Federal Mediation and Conciliation Service. Employees laid off out of seniority order shall be entitled to payment of an additional two weeks per year of service, dating back to October 10, 2010.
- K. Modify Article 28 – Reduction in Force to provide that the Company shall not be required to transfer laid off employees to other jobs they have held (but “shall attempt”) and shall not be required to recall laid off employees (but “shall attempt”) and that substitute resignations by longer-term employees shall be approved.
- L. Eliminate Article 34 – Transfers
- M. Modify Article 39 – Grievance Procedure and Article 40 – Arbitration to identify timelines for filing grievances and submitting cases to arbitration.
- N. PMN will offer a buyout opportunity to editorial Guild members who are 55 years of age or older (must turn 55 in calendar year 2017) and have at least 15 years of service with PMN (as of date of ratification).
- Decision to accept buyout must be made by employees by May 28, 2017.
 - Terms: 26 weeks of pay and 6 months of fully paid COBRA coverage, if elected.
 - Employee and manager will discuss and mutually agree to a termination date, which could, at the manager’s ultimate discretion, based on business needs and the employee’s expressed desires, be up to six (6) months after ratification.
 - Employees who accept the buyout are not entitled to severance pursuant to Article 23.4.

O. Upon request of either party, the collective bargaining agreement may be reopened eighteen (18) months after the effective date of the new agreement for the limited purpose of discussing wages and health care contributions.

- The reopener period shall last for thirty (30) days following the date of the request. There can be no strike by the Guild or lockout by the Company during this period.
- If the parties are unable to agree to any changes to the collective bargaining agreement during the thirty (30) day reopener period, all existing terms shall continue through the remaining term of the agreement.

P. Upon contract ratification, the Company shall not implement a reduction in force impacting Guild members for a period of six (6) months from the date of ratification. If ten (10) or more employees accept the buyout opportunity set forth in Paragraph N, above, the no layoff period shall extend through December 31, 2017.

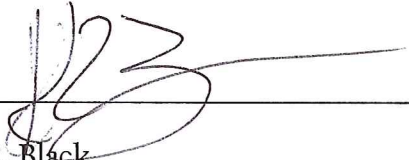
Q. Upon contract ratification, each Guild member shall be paid a signing bonus in the gross amount of \$1,000.00.

R. In the event that the Employer implements a reduction in force during the term of this agreement, the Employer will offer a voluntary buy out to Guild members in advance of said reduction in force. The terms of the buyout shall not exceed the severance terms identified in Article 23.4 of the collective bargaining agreement, and the Employer shall retain the right to reject a buyout request based on business needs.

PHILADELPHIA MEDIA NETWORK

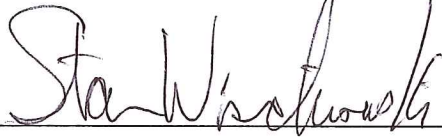
The Inquirer **DAILY NEWS** philly.com

For Philadelphia Media Network



Keith R. Black

Vice President of Human Resources



Stan Wischnowski

Executive Editor, Sr. Vice President

3/30/17

Date

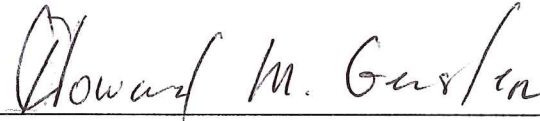
3/30/17

For the Newspaper Guild of Philadelphia



William Ross

Executive Director



Howard Gensler

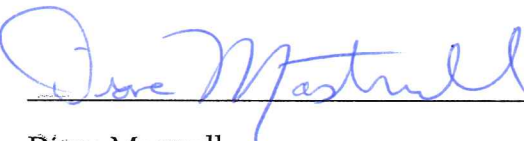
President

3/30/2017

Date

3/30/2017

Date



Diane Mastrull

PMN Unit Chairperson

3/30/2017

Date