

Side Letter No. 4

June 27, 2017

William Ross
Executive Director
Newspaper Guild /CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Bill:

With respect to Article 24 of the collective bargaining agreement, it is agreed by the parties as follows:

Section 1.

Effective with wages paid beginning April 1, 2017 the Employer agrees to remit contributions to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity in the manner described in the Sections below. The first contributions will be sent May 24, 2017.

Section 2.

The Employer shall contribute to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity (hereinafter "Health and Welfare Fund") at the monthly amounts set forth immediately below on behalf of each full-time and regular part-time employee of the Employer covered by the terms of this Agreement and paid wages during a month:

Single	\$ 794.64
Other than Single	\$1,455.20

Any change in the employee's family status (marriage, divorce, birth or adoption of a child, etc.) shall result in a coverage change effective upon the date of the event.

A transfer of an employee from a Guild position to a non-Guild position will result in an immediate end to the employee's insurance coverage. The Employer will make contributions to the Health & Welfare Fund for the months while employed in the Guild position.

Example A: An "other than single" employee transfers from the bargaining unit on April 21st. The Employer continues to remit contributions through May 24th at the "Other than Single" rate of contribution.

A transfer of an employee into a Guild position will be result in the Employer making a contribution effective with the date of transfer.

Example B: An "other than single" employee transfers into the bargaining unit on April 21st. The Employer remits contributions on May 24th at the "Other than Single" rate of contribution. The employee and his/her dependents begin to enjoy coverage under the Fund's program as of June 1st.

With respect to the Employer's contributory obligation after the first year of the collective bargaining agreement, the parties shall bargain with respect to participation by "single" employees based upon actual census (i.e., whether "single" or "other than single") and the respective Employer contribution.

In the event adverse claims experience would otherwise require a reduction in any benefit program during the term of this Agreement, the Employer's contribution, as set forth in this Section, shall be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit programs at the levels in effect as of the date of the contribution increase, but in any event, such increase may not exceed a maximum of ten percent (10%) per contract year as needed. Should the needed increase exceed six percent (6%) in any year, the employee(s) shall be responsible for any needed increase above six percent.

Required Employer contributions to the Health & Welfare Fund and participation by part-time employees shall be determined as follows:

- a) Part time members with full medical coverage or dental only coverage in the Newspaper Guild Health & Welfare Plan as of the ratification date will be grandfathered into the Vicinity Health & Welfare Plan, regardless of the average weekly hours paid over the 12 months prior to ratification.
- b) Those members enrolled with full medical coverage or dental only coverage at ratification date and have less than 30 average weekly paid hours over the 12 months before ratification may decline the grandfather status and elect no coverage.
- c) All part time members that have at least 30 average weekly paid hours over the 12 months prior to ratification will be required to enroll in the Vicinity Plan.
- d) Part time members with opt-out status at ratification and have less than 30 average weekly paid hours over the 12 months before ratification are not eligible for Vicinity Plan coverage.
- e) Part time members hired after ratification and scheduled to work 30 hours or more per week follow Example B for participation.
- f) Part time members hired with variable hours after the ratification date will not be eligible to participate in the plan until after 10 months from the date of hire. If the member has at least 30 average weekly paid hours over the 10 months, he/she will be required to enroll in the Vicinity Plan. Part time members with less than 30 average weekly paid hours will not be eligible for participation.

Example C: A part time member with variable hours is hired May 1, 2017. In March 2018 the member has averaged 30 or more hours per week. The Employer makes a contribution in April and the member begins to enjoy coverage on May 1, 2018.

- g) Eligibility for part time members will be reviewed on an annual basis 90 days before plan renewal. Members with at least 10 months of service and less than 30 average weekly paid hours will not be eligible for participation.

Section 3.

The Employer contributions referred to above shall cover medical, dental, vision, disability, prescription and death benefits. The nature and amount of such benefits shall be determined from time to time by the Trustees of the Health and Welfare Fund.

Section 4.

The sums required by Section 2 above shall be remitted monthly to the Health and Welfare Fund. Such monthly payment shall be submitted to the Health and Welfare Fund on or before the twenty-fourth (24th) day of the month following the month during which the employee is performing any work covered by the terms of this Agreement.

Section 5.

The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered or certified mail, that such Employer is delinquent in its contributory obligations to the Health and Welfare Fund. Copies of the verification shall be sent by the Administrator of the Health and Welfare Fund to the Employer and the Local Union.

Section 6.

Failure on the part of the Employer to contribute as specified herein above, shall make the Employer liable for all claims, damages, attorneys' fees, court costs, plus all arrears in payment, plus ten percent (10%) as liquidated damages.

Section 7.

The Employer shall complete and deliver to the Health and Welfare Fund, on forms supplied by the Health and Welfare Fund, an Employer's report stating the name and social security number for each regular full-time or part-time employee covered by this agreement and paid wages by the Employer during the calendar month.

Section 8.

The Trustees of the Health and Welfare Fund shall have the right to require the Employer to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, social security records, withholding tax records for the employees covered by this Agreement.

Section 10.

By execution of this Agreement, the Employer authorizes the Transport Employers' Association, or its successor, to enter into appropriate trust agreements necessary for the administration of the Health and Welfare Fund and agrees to be bound by the terms of said trust agreements, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Sincerely,



Keith Black
Vice President, Human Resources

ACCEPTED AND AGREED:



William Ross, Executive Director
Newspaper Guild /CWA Local 38010
June 27, 2017

Side Letter No. 5

June 27, 2017

William Ross
Executive Director
Newspaper Guild /CWA Local 38010
1329 Buttonwood Street
Philadelphia, PA 19123

Dear Bill:

It is agreed that the Article 11.3 will be amended as follows:

11.3

Digital Campaign Managers:

Inexperienced:	857.23
After 1 year:	864.55
After 2 years:	892.76
After 3 years:	947.12
After 4 years:	997.17

It is agreed that the Article 24.2 will be amended as follows:

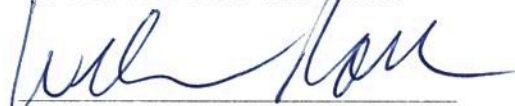
24.2 Guild employees hired on or after June 1, 2017 shall pay \$35 per week for "Single" coverage and \$100 per week for "Other Than Single" coverage.

Sincerely,



Keith Black
Vice President, Human Resources

ACCEPTED AND AGREED:



William Ross, Executive Director
Newspaper Guild /CWA Local 38010
June 27, 2017