

TENTATIVE AGREEMENT

by and between

THE PHILADELPHIA INQUIRER, LLC

and

NEWSPAPER GUILD OF PHILADELPHIA/CWA LOCAL 38010

March 12, 2020

1. **Contract Term**

The agreement shall be for a 3-year term

2. **Compensation & Benefits**

A. Upfront Wage Payment

Within 30 days of ratification, each employee shall receive a one-time, lump-sum payment in an amount equal to two and a half percent (2.5%) of such employee's current annual wage rate. (Part time employees will receive a pro-rated amount.)

B. Wage Increases

Each employee (excluding interns) will receive the following increases:

1. Effective on the first anniversary of ratification (a) all minimum wage rates set forth in Article 11 shall be increased by three percent (3%) and (b) employees whose wages are above the top minimum wage rate for their respective position will receive an increase in their weekly wage rate in an amount equal to three percent (3%) of their respective then current wage rate. (Part time employees will receive a pro-rated amount.)
2. Effective on the second anniversary of ratification (a) all minimum wage rates set forth in Article 11 shall be increased by an additional two percent (2%) and (b) employees whose wages are above the top minimum wage rate for their respective position will receive an additional increase in their weekly wage rate in an amount equal to two percent (2%) of their respective then current wage rate. (Part time employees will receive a pro-rated amount.)

C. Signing Bonus

Within 30 days of ratification, each employee shall be paid a one-time signing bonus in the amount of \$500. (Part time employees will receive a pro-rated amount.)

D. Health & Welfare

The existing agreement remains unchanged meaning that the Employer will cover up to six percent (6%) of an enrolled employee's annual increase.

#### E. Profit Sharing

Article 46 shall be revised to provide that any payments that would be due to eligible Guild employees under the profit sharing plan shall be maintained by the Employer in a pool (the "Profit Sharing Pool") for the term of this agreement. In the event the aggregate amount in such Profit Sharing Pool at expiration of this agreement exceeds the Incremental H&W Contributions required to be made by the Employer during the term of this agreement calculated in accordance with Article 24 and Side Letter No. 6, such excess shall be distributed to the eligible Guild employees at expiration of this agreement in accordance with the distribution terms of Article 46. For purposes of this Agreement, the term "Incremental H&W Contributions" means the amount equal to the aggregate sum of the increased H&W payments made by the Employer for enrolled Guild employees for each year during the term of this agreement as required by Article 24 and Side Letter No. 6. In the event the aggregate amount in such Profit Sharing Pool at expiration of this agreement is less than the aggregate Incremental H&W Contributions required to be made by the Employer during the term of this agreement, no profit sharing distributions shall be made to Guild employees.

#### 3. Severance & Reduction in Force

Article 23.4 and Article 28.1 shall be revised to provide that before the Employer lays off any employee it shall first offer a voluntary separation program ("VSP") with a separation benefit (the "Separation Benefit") comprised of (i) an amount equal to at least three (3) weeks of the employee's regular rate of pay at separation for every year of service, up to a maximum of twenty-six (26) weeks and (ii) Employer shall pay COBRA (if the employee elects coverage) costs for the same period. For purposes of determining years of service for such separation benefits, all employees hired before October 9, 2010 shall be deemed new hires as of October 9, 2010. In order to be eligible for the Separation Benefit from the Employer, the employee electing to take the VSP will be required to sign a release in a form acceptable to the Employer.

Article 23.4 and Article 28.1 shall also be revised to provide that in order to be eligible for a severance payment from the Employer, the impacted employee will be required to sign a release in a form acceptable to the Employer, however, such release shall not prohibit the employee from disclosing workplace harassment, abuse, assault, or group-based discrimination such as on the basis of race, gender, sex, sexual orientation, disability status, religion, or ethnicity.

#### 4. Hours of Work

**Article 7.5 shall be revised as follows:** The phrase "regular baseball writers" shall be replaced with the phrase "professional baseball, basketball, football and hockey beat writers"

#### 5. Added Responsibility

**Article 10.4 shall be revised and restated as follows:** "Added Responsibility: Whenever an employee covered by this Agreement is assigned to perform substantially all of the supervisory work of a non-Guild department head or assistant department head (for the Newsroom this means an editor or deputy editor), he/she shall be paid, in addition to his/her regular weekly earnings, an additional amount equal to 15% of the top minimum of the employees under his/her direction for



the hours he/she performed such added responsibility. For purposes of this Article, supervisory work means supervising the work of other Guild employees. Additionally, whenever a Newsroom employee covered by this agreement is assigned to perform substantially all of the work of a supervising editor, Guild or non-Guild, on a weekend shift or a weekday night breaking news editor shift which is not covered by the preceding sentence, they shall be paid, in addition to his/her regular weekly earnings, a differential equal to 15% of top minimum of the employees under their direction for the hours he/she performed such added responsibility."

## **6. Job Postings**

**Article 26.1(a) shall be revised and restated as follows:** "The Employer will post on all Guild bulletin boards for a minimum of five (5) days, notices of all Guild job vacancies. Guild job vacancies that are open to external applicants shall be publicly posted so that those postings can be accessed and viewed by members of the public. Except if in the Employer's reasonable judgment there is good reason not to do so, the Employer will also post on all Guild bulletin boards for a minimum of five (5) days, notices of all non-Guild vacancies. Except if in the Employer's reasonable judgment there is good reason not to do so, non-Guild job vacancies that are open to external applicants shall be publicly posted so that those postings can be accessed and viewed by members of the public. An employee desiring to fill a vacancy shall submit written application during the period the relevant job is posted. The Employer will make a reasonable attempt to notify employees electronically of all posted vacancies. The Guild will be notified in writing of the Guild vacancies."

**Article 26.1(b) shall be revised as follows:** The phrase "new or vacant positions" shall be changed to "new or vacant Guild positions"

**Article 26.1(c) shall be revised as follows:** The phrase "filling any vacancies" shall be changed to "filling any Guild vacancies"

## **7. Probation**

**The second paragraph of Article 27.3 shall be revised and restated as follows:**

"Notwithstanding any other provision to the contrary, during the employee's probationary period, the employee may be dismissed immediately and, provided the employee signs a release in form satisfactory to the Employer, will receive two (2) weeks of their regular rate of pay. The Employer's decision regarding the dismissal of an employee during their probationary period shall be final and not subject to the grievance and arbitration provisions of this Agreement."

## **8. Diversity**

**The following shall be added as a new Article 2.3:**

"The Employer and the Guild strongly value the principle of diversity in the workplace and will cooperate with each other to achieve that goal. The Employer is committed to the recruitment, employment, promotion, training and career development of a diverse workforce. This includes but is not limited to women, people of color, people identifying as LGBTQIA+, and persons who are diverse as to age and disability status.

The Employer and the Guild will form a joint committee to meet quarterly to review diversity and inclusion efforts. The first meeting will take place no later than 30 days after ratification. Each party shall choose up to four members to serve on the committee. Both parties will strive to

maintain committee membership across meetings.

In pursuit of our mission, the Employer in its sole discretion will strive within reason to take actions such as:

- Promote open external Guild jobs with affinity groups relevant to those positions. When possible, that promotion shall occur with both national and local organizations, including local branches of national groups.
- Provide to the Guild aggregate self-reported data on Guild job applicants' racial and ethnic identity, gender, veteran status, and disability status.
- Provide to the Guild details on how external Guild jobs were promoted, including where recruitment was conducted and how successful those efforts were.
- Conduct studies of Employer payroll to review equity in pay according to gender or race and ethnicity.
- Conduct direct outreach and recruitment with colleges and universities that are minority-serving institutions.
- Interview a diverse pool of candidates for external newsroom job openings when possible.
- Provide training to existing and new employees on issues of diversity and cultural competency.

The Guild agrees that this Article 2.3 and the undertakings set forth herein are not subject to grievance and arbitration provisions of this Agreement."

#### **9. Social Media**

A policy will be implemented by the Employer to provide guidance on acceptable social media practices by Guild members.

#### **10. Dues**

The following shall be added as a new Article 5.2: In the event of the expiration of this Agreement, during the period in which Employer and the Guild are negotiating a new agreement, dues will continue to be deducted from employee payroll and remitted to the Guild in accordance with check-off authorization forms.

#### **11. General Contract Administration Issues**

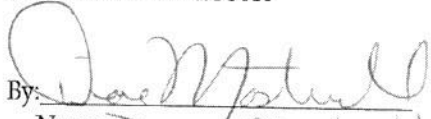
The existing Side Letters shall continue to apply.


#### **12. Miscellaneous**

Any proposals previously made by either party that are not expressly set forth herein are hereby withdrawn. In the event this Tentative Agreement is not ratified by the Union on or before March 17, 2020, it may be terminated and withdrawn by the Company.

Agreed and Accepted as of this 12<sup>th</sup> day of March, 2020

Newspaper Guild of Greater Philadelphia  
TNG/CWA/Local 38010


By:   
Name: Diane Mastrulli  
Title: President

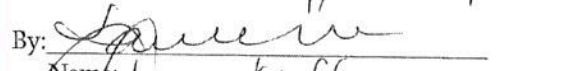
By:   
Name: William Ross  
Title: Executive Director


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

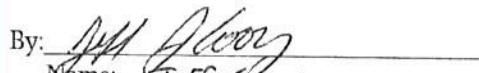
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Philadelphia Inquirer, LLC

By:   
Name: Anthony Cuttice  
Title: VP LABOR / STRATEGY

By:   
Name: Lauren Kaufman  
Title: vice President, People + Culture

By:   
Name: GABRIELA ESCOBAR  
Title: EDITOR / VP

By:   
Name: Jeff Conry  
Title: Director, Finance