For an Agreement

Between

The Philadelphia Inquirer, LLC

And

The News Guild of Greater Philadelphia TNG/CWA
Local 38010, AFL-CIO

September 1, 2023

Preamble

We, The Newspaper Guild-Communications Workers of America Local 38010, believing that as an integral part of society we are entitled to an equitable share in the products of our labor, and realizing that our welfare can best be protected and advanced through the united effort of all workers, do, through this collective bargaining agreement, seek to form a more perfect means of securing for ourselves and labor generally full advantage of the inherent rights and dignities which our institutions were ordained to preserve.

In Solidarity,

The 2023 TNG-CWA Local 38010 Executive Committee:

Diane Mastrull, President
Melanie Burney, 1st Vice President
Michaelle Bond, 2nd Vice President
Carl Meline, 3rd Vice President
Donna Stokes, Treasurer
Patricia Madej, Inquirer Unit Chair
Teresa Clinton, Vice Chair

Bill Ross, Executive Director, TNG-CWA Local 38010
The Newspaper Guild of Greater Philadelphia TNG/CWA Local 38010, AFL-CIO, CLC
1329 Buttonwood Street
Philadelphia, PA 19123
www.local-10.com
215-928-0118
800-446-9825
Fax: 215-928-9177

This Agreement, by and between The Philadelphia Inquirer, LLC (hereinafter referred to as the "Employer"), and the Newspaper Guild /CWA Local 38010, (hereinafter referred to as the "Guild"), acting for and on behalf of itself and of those members, present or future, covered by this Agreement, shall be valid and binding effective September 1, 2023, and expires on August 31, 2026.

ARTICLE 1
GUILD RECOGNITION

1.1 During the term of this Agreement, and any extension thereof, the Employer will recognize and deal with the Guild as the exclusive bargaining agent for purposes of collective bargaining concerning rates of pay, wages, hours of employment and other conditions of employment, and for the purposes of adjusting grievances for all employees covered by this Agreement.

1.2 The Employer will not enter into any agreement inconsistent with the provisions of this Agreement with any individual employee, or group of employees, affecting the conditions or terms of employment of said employee or group of employees.

1.3 Should the legal structure of The Philadelphia Inquirer, LLC, publisher of The Philadelphia Inquirer and Philadelphia Daily News, be changed in such a fashion as to make the language of the Preamble of this Agreement inappropriate, the Agreement will nevertheless be binding upon both parties during its term, as if there were no change.

1.4 The Employer reserves the right to assign bargaining unit employees to engage in or produce work for New Media, including but not limited to any written product or graphic rendering, as well as any audio, video, electronic or photographic recording, whether the individual makes the recording or is recorded themselves, regardless of the medium through which the Employer chooses to distribute the work product.

1.5 In view of the Employer's efforts to explore new ways to expand beyond the traditional newspaper and of the Guild's desire to participate in the process, the parties further agree to the following with respect to work assignment beyond the traditional print newspaper medium (i.e. New Media, which includes online):

(a) Bargaining unit employees assigned to New Media work will receive all protections and provisions of the Collective Bargaining Agreement which cover work done for the traditional print products. Guild jurisdiction over New Media work assignments (including online) shall be non-exclusive.

(b) The Employer will provide adequate training in the New Media as required by the circumstances of working in the New Media, including training in the technical, performance and legal aspects of audio and visual media.

(c) The Employer will ensure that all bargaining unit employees assigned to New Media work will be given sufficient time for training and adjustment. The Employer will consider employee requests for additional training on New Media functions.

(d) The parties will develop a Labor Management Committee that will meet at least quarterly.

(e) A bargaining unit employee working on a story, article or other assignment shall work collaboratively with their editor to decide whether an interview or other newsgathering will be recorded and, if so, the recording method, and whether any news gathering material shall be made available to the public. However, final decisions on reporting, coverage and publication issues will continue to be made by the editor.

(f) The Guild recognizes the right of the Employer to utilize individuals who are not employed by the Employer to perform New Media work, including but not limited to individuals employed by Employer affiliates, individuals employed by another employer and independent contractors.

(g) The parties agree that the Employer departments represented by the Guild at the time of the execution of this Agreement are listed in Article 3 herein. The Guild will not use the work assignments resulting from this Article 1 as a means to attempt to represent or claim jurisdiction over any individuals performing New Media work, including but not limited to Employer affiliates, through any means such as unit clarification procedures or contract grievance procedures. Nothing in this paragraph limits the Guild's right to organize.

(h) Except as limited above, the Employer reserves the right to determine who shall perform New Media work, where and when the work shall be performed and the equipment, method, manner and means by which the work is performed.

(i) In the event the Employer re-establishes the Online Service Department, the Guild will have jurisdiction over bargaining unit work performed by the Employer's employees in that department.

(j) Social Media. A policy will be implemented by the Employer to provide guidance on acceptable social media practices by Guild members.

ARTICLE 2
DIVERSITY, EQUITY & INCLUSION
NO DISCRIMINATION

2.1 There shall be no dismissal of, nor any discrimination against, any employee because of their membership or activity in the Guild, nor because of age, sex, race, creed, color, national origin, sexual preference, gender identity, marital or parental status, or irrelevant physical or mental disability.

2.2 The Employer shall continue to hire employees without regard to age, sex, race, creed, color, national origin, sexual preference, gender identity, marital or parental status, or irrelevant physical or mental disability.

2.3 Diversity, Equity and Inclusion. (a) It is the Employer's policy to build a more diverse workforce and promote an inclusive and equitable workplace culture with strong protections against discriminatory conduct. The Philadelphia Inquirer ("The Inquirer") is committed to attracting, retaining, developing, training and engaging a greater inclusion of women, people of color, those who are LGBTQIA+, those with disabilities, those having military experience, and other underrepresented groups at every level of our workforce, for positions covered by this Agreement, recognizing that diversity of race/ethnicity, age, gender, experience, and background enriches journalism and our industry as a whole.

(b). The Employer and the Guild will continue to meet though a joint committee on a quarterly basis to discuss how best to advance the precepts of the Employer's diversity and inclusion efforts. Each party shall choose up to four (4) members to serve on the committee. Both parties will strive to rotate committee membership when possible, to maximize opportunity for participation.

(c). In pursuit of our mission, the Employer in its sole discretion will make good faith efforts to take the following actions:

- Utilize a diverse slate approach to hiring/promotions.
- Promote open external Guild jobs with the Guild and affinity groups relevant to those positions. When possible, that promotion shall occur with both national and local organizations, including local branches of national groups.
- Encourage and support our employees to participate in The Inquirer's voluntary Employee Resource Groups (ERGs) which aim to build a sense of belonging, create an inclusive environment, share information, increase cultural competences, assist in recruiting and retaining talent from the backgrounds outlined in Section (a), and strengthen professional and personal growth.
- Periodically review job postings and application language to encourage those from marginalized backgrounds to apply for positions with the Employer.
- Provide to the Guild aggregate self-reported data on Guild job applicants' racial and ethnic identity, gender, veteran status, and disability status.
- Track and provide to the Guild data related to merit increases sought and approved.
- Continue to share representation data and progress against hiring goals with the Guild and the Company at scheduled quarterly meetings.
- Provide to the Guild details on how external Guild jobs were promoted, including where recruitment was conducted and how successful those efforts were.
- Regularly review Guild-represented employee payroll to evaluate equity in pay according to gender, age or race and ethnicity.
- Perform a formal pay equity review within the life of this contract.
- Meet with the Guild at least once per year (in or about March) to discuss the Guild's payroll equity review(s).
- Conduct direct outreach and recruitment with colleges and universities that are minority-serving institutions (i.e., HBCU's).
- Interview a diverse pool of candidates for external newsroom job openings when possible.
- Continue to 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.

ARTICLE 3
TO WHOM APPLICABLE

3.1 The provisions set forth in this Agreement shall apply to all present and future employees of the Editorial Department, Advertising Department, Finance Department, Systems Department, Ad Production Service, Art Department, Purchasing Department, Inside Circulation Department, Circulation Promotion Department, and all present and future subdivisions of or additions to such departments, as well as any other new Department or subdivision of a new department which may be created to do the work being performed at the date of execution of this Agreement by any of the foregoing Departments. For the purpose of this Agreement, these Departments shall consist of the following employees therein:

(a) Editorial Department:

Reporters, columnists and critics, coverage editors, print coordinators, multiplatform editors, producers, photojournalists, video editors, graphic artists, news designers, digital storytelling specialists, photo production editors/print, photo production editors/digital, photo coverage editor, audience engagement editors, analytics editors, community editors, platform editors, editorial writers, editorial assistants and any other jobs primarily engaged in the gathering, writing and editing of news. This shall not include up to forty (40) non-bargaining unit employee positions for the entirety of the Agreement, which will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement and at the anniversary of each year of this Agreement.

The Employer shall have the right to identify a certain number of non-bargaining unit "exempt employees," who will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of the Agreement and at the anniversary of each year of this Agreement. The Employer may update the aforementioned list of non-bargaining unit exempt employees should a position on that list become empty.

(b) Advertising Department: All employees except for twenty-five (25) exempt from job titles. The list of twenty-five (25) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(c) Art Department: All employees, except the Ad Art/Production Manager.

(d) Finance Department: All employees except for twelve (12) exempt job titles. The list of twelve (12) exempt job titles will be determined by the Employer and provided to the Guild within thirty (30) days of the effective date of this Agreement.

(e) Ad Production Service: All employees except the Head of the Department.

(f) Inside Circulation: All employees except for twenty (20) exempt job titles. The list of twenty (20) exempt job titles will be determined by the Employer and provided to the Guild

within thirty (30) days of the effective date of this Agreement.

(g) Circulation Promotion Department and Advertising Promotion Department: All employees except the Promotion Director.

(h) Purchasing Department: All employees except the Purchasing Manager.

(i) Circulation Customer Service Representatives: All Circulation Customer Service Representatives including the Supervisor.

(j) Computer Operations Department: All employees except the Head of the Department.

3.2 Work of the kinds presently or normally done by employees to whom this contract applies shall be done only by such employees. This paragraph shall not apply in the following circumstances:

i. The Employer may designate and utilize up to twelve (12) exempt employees referenced in 3.1(a) in the first year of this agreement, fourteen (14) exempt employees in your two of the agreement, and sixteen (16) exempt employees in year three of the agreement to perform work normally done by employees in the bargaining unit so long as the performance of such work does not:

(a) directly result in the layoff of a bargaining unit employee;
(b) directly result in the elimination of a bargaining unit position;
(c) directly result in the reduction of a bargaining unit employee's hours;
(d) directly result in the need to transfer a bargaining unit employee to another position;
(e) directly prevent the hiring of a full-time bargaining unit employee; or
(f) regularly limit a bargaining unit employee's opportunity for professional growth.

Exempt employees under this provision shall primarily and regularly engage in managerial/supervisory work (i.e., non-bargaining unit work). Exempt employees may not perform a continuous assignment of bargaining unit work for more than sixty (60) days which results in a violation of any of sections (a) through (e) above. When practicable, the Employer will give the Guild advance notice of exempt employee's being published in the print or digital product. The Employer may not assign bargaining unit work to an exempt employee on a periodic or intermittent basis in an effort to circumvent the terms of this agreement.

Non-bargaining unit employees not covered under this collective bargaining agreement who are not designated as "exempt employees" in the Editorial Department may not perform bargaining unit work.

The Employer and the Guild agree to meet quarterly in the first year of this agreement and at the two-year anniversary of ratification of this agreement to assess and discuss the implementation of Section 3.2 and its impact on the Editorial Department.

ii. Material purchased or used from recognized regional, state, national or international syndicates bureaus or services;

iii. Work performed by independent contractors. The Parties agree that an individual's independent contractor status shall be determined based on an analysis of the totality of factors identified by the National Labor Relations Board for determining independent contractor status for such workers and that no single factor shall control or be given special emphasis, nor shall a past practice or agreement control;

iv. Copy, graphics, or photography obtained from affiliated publications or services, including online; and,

v. Advertisements sold, including related billing, by affiliated publications or enterprises (including online services) or through networks or independent agencies, including under cross-sell sales arrangements.

In the event of a conflict between these exceptions to Guild jurisdiction and other existing agreements or practices of the parties that could be interpreted as limiting these exceptions, these express jurisdictional exceptions shall prevail.

Work performed by a news agency or syndicate operated by the Employer would fall within Guild jurisdiction provided the work is performed by employees of the news agency or syndicate actually operated by the Employer. Work performed by independent contractors for an Employer operated news agency or syndicate would be excluded from Guild jurisdiction.

Independent contractors and freelancers not covered by this Agreement may be utilized when the Employer, in its sole discretion, determines coverage is required in the best interest of the business. The Employer agrees that an independent contractor and freelancer is someone who meets the tests of an independent contractor using the factors relied upon by the National Labor Relations for determining independent contractor status for such workers.

3.3 New Equipment: Notice will be given to the Union of any major equipment or process change at least 90 days prior to implementation if a reduction in force is anticipated affecting regular employees. In addition, the employer will provide training assistance to any regular employee displaced after the operation of Article 28. Where practicable, such training will be provided to develop skills required for other classifications covered by this Agreement.

3.4 The Employer recognizes the Union as the exclusive bargaining agent for all the Employer's Guild employees at any plant(s) printing newspapers (including supplements) published or produced by the Employer.

3.5 The Employer has the right to enter into internship programs with educational institutions. The terms of those programs will be consistent with the terms required by the university programs.

During any seasonal semester (Fall, Spring or Summer), the newsroom will not have more than 20 student interns. In the event interns are taken from a university on a trimester program, the Employer and the Guild will meet to discuss how to accommodate those interns under the above numerical limitations.

3.6 When the Employer decides to combine a newsroom function, the Employer will provide the Guild with 15 days' written notice prior to creating the combined function. During that 15-day period, the Employer will meet with the Guild and discuss the effects of the decision to combine the specified functions. In the event that the combination will result in a layoff, those layoffs will be performed in a manner consistent with Article 28. The layoff notice period will be 30 days, rather than 15 days.

3.7 The Unit Chairperson of the Guild and his/her successor shall, where practicable, be granted choice of shift and days off.

ARTICLE 4
GUILD AND AGENCY SHOP

4.1 The Employer agrees that it will not, without the written consent of the Guild, employ or retain as an employee, any person covered by this Agreement unless they are a member in good standing of the Guild, or becomes a member within 30 days after beginning employment and remains a member in good standing. The Guild agrees that it will admit to membership and retain in good standing any such employee who complies with the constitution and by-laws of the Guild, provided they shall not have been previously expelled or suspended from any unit of the Newspaper Guild.

The Employer shall not be required to discharge any employee because of their failure to become or remain a member of the Guild, except for such reasons as are lawful under the Labor-Management Relations Act of 1947, until repeal, amendment or declaration of invalidity thereof.

It is the Guild's practice, two weeks prior to making such requests, to send notice to a delinquent member of the Guild's intention to request the Employer to dismiss such member. The Guild will in every instance send to the employer a copy of such notice simultaneously with its transmission to the Employee.

(Note: The interpretation of the Guild Shop Clause as set forth in the minutes of the negotiating committee of October 17, 1940, and which shall constitute a clarification of the Guild Shop Clause is:

> "The Guild could bar an employee from membership who is under expulsion or suspension from the Guild or a person who had never been a member but who had worked on a paper during a Guild strike, but the Guild could not refuse to accept into its membership a person who had been a bona fide executive on a paper during the time the Guild engaged in a strike against that paper."

ARTICLE 5
CHECK-OFF

5.1 When so authorized by the individual employee, in writing, the Employer agrees to deduct weekly from the salary or wages due each employee (including part-time employees or space writers paid by voucher who are members of the Guild and who have signed such authorization) the amount which the Guild shall by written notice certify to the Employer as due from such employee on account of membership dues and/or assessments owing to the Guild by said employee, and within eight days thereafter to transmit said amount or amounts to the Treasurer of the Guild. An employee's voluntary written assignment shall remain effective in accordance with the terms of such assignment. The form of the check-off authorization shall be as follows:

> "I hereby assign to the Guild, in payment of my membership dues thereto, as from time to time established by the Constitution of The Newspaper Guild and by-laws of the Guild, a portion of such sums hereafter payable to me as salary by the Employer during each month after the date hereof, equal to said membership dues for said month, and I hereby authorize said Employer in accordance with any applicable collective bargaining agreement between the Guild and the Employer each month to deduct the said amount from the salary payable to me by the Employer and to transmit the same to the Guild.
>
> I intend to be legally bound by this assignment which shall be irrevocable for the period of one year from the date hereof, or for the period from the date hereof until the termination date of said applicable agreement, whichever occurs sooner. Should I not give to the Guild and to the Employer notice in writing (not less than five or more than fourteen days before any anniversary date hereof or before the termination date of any applicable collective bargaining agreement, whichever occurs sooner) of my desire to revoke this assignment, on such anniversary date or on such termination date, then this assignment is to remain irrevocable until the next such anniversary date or termination date, as the case may be, whichever occurs sooner."
>
> Date_____ (date must be entered)
> Month Day Year
>
> Name (Print)_____
>
> Name (Signature) _____
>
> Address _____

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.

ARTICLE 6
INFORMATION TO THE UNION

6.1 The Employer agrees to notify the Guild in writing of any person who is discharged from, or resigns from, any covered department, and will notify the Guild in writing of any person hired or transferred into any covered department within fourteen (14) days of each action. The notification will state the position and salary of the person, and whether the person is regular, part-time or temporary. In the cases of hiring and transfers, the notice will include the classification, experience, salary, age, sex, minority group, social security number and effective date. The Employer also agrees to notify the Guild of merit and step-up increases, and the effective dates. The Guild will maintain the confidentiality of the information furnished by the Employer pursuant to this Article 6.

ARTICLE 7
HOURS OF WORK

7.1 Except as noted hereinafter, the regular work week for full-time employees shall be five consecutive days of eight (8) hours, falling within nine (9) consecutive hours. Every employee shall have the right to take one (1) hour unpaid each day for lunch, but the lunch hour shall not be included in figuring the hours of work.

7.2 Subject to mutual agreement between the employee and the Employer, work schedules may be arranged for full-time employees to provide for shifts greater or lesser than eight (8) consecutive hours, excluding lunch, so long as the work week does not exceed forty (40) hours, or more than five (5) consecutive days.

The Guild will be notified in writing thirty (30) days in advance of the proposed date of implementation of any such agreement. If the Guild believes the modified work schedule is in violation of the Collective Bargaining Agreement, it must respond in writing within ten (10) working days, specifically listing the contract provision(s) it believes was violated. Such agreements will list the days of work and the hours of work each day. Employees will receive overtime pay, for all hours actually worked in excess of forty (40) hours in a workweek, in accordance with Article 8 of this Agreement. The employee and the employer may terminate such agreement provided for in this Article with thirty (30) days written notice to the other party.

7.3 Except as noted hereinafter, every employee shall be notified of any change of their work schedule not later than fourteen days prior to the week (Sunday through Saturday) to be covered by such schedule.

7.4 Turnaround: Except as noted hereinafter, there shall be at least twelve (12) hours between the end of the employee's regular working hours on one day and the beginning of the regular work hours on the next day. If the next workday follows one of the employee's days off, there shall be a break of at least thirty-two (32) hours. If the next day follows the employee's two days off, there shall be a break of at least fifty-six (56) hours.

7.5 Editorial Department: This Article 7 will not apply to the financial editor, political editors, regular political columnist, regular legislative writers, professional baseball, basketball, football

and hockey beat writers, correspondents resident and working outside of Philadelphia, or to any such employee who, in the opinion of the Guild and the Employer, is doing such highly skilled or specialized work that it cannot reasonably be performed by a temporary substitute.

7.6 The employees of the Editorial department excluded from the provisions of Article 7.1 will receive an additional week of paid vacation annually, and any employee earning less than $1,040.00 above the current minimum, who is required to work a regular six-day week, will receive an extra day's pay at the regular, not overtime, rate for the sixth day's work, regardless of the length of the employee's vacation.

7.7 Advertising Department: The regular working hours for full-time employees, except those who regularly, out of town, solicit resort, travel, transportation and school and college ads, shall be 8 hours for each of the first five days of the week, and five consecutive hours for Saturday.

7.8 Finance Department, Inside Circulation Department and Promotion Department, and Purchasing Department: The regular working hours for full-time employees shall be eight (8) consecutive hours for each of the first five (5) days of the week, and four and one half (4 ½) hours on Saturday.

7.9 Ad Production, Art Department, Systems Department, Home Delivery Communications Center, and Circulation Customer Service Representatives: Without the employee's written consent, Article 7.1 will not apply to employees of the Systems Department on the payroll as of November 13, 1971; otherwise, such employees' hours shall be governed by Article 7.7. For the Home Delivery Communications Center, a sub-division of Inside Circulation, Article 7.1 will not apply to those employees on the payroll as of October 26. 1970, without their consent; otherwise, such employees' hours shall be governed by Article 7.7.

ARTICLE 8
OVERTIME

8.1 The Employer may require an employee to work overtime, and the employee will receive overtime pay, at the rate of time and one-half, except as noted otherwise. All hours worked, including overtime, will be paid in fifteen (15) minute increments. Overtime shall be earned only on hours actually worked in excess of forty (40) in a week. Overtime shall be paid for all hours actually worked during the seventh consecutive day of work in any given workweek, even if the total hours worked in that workweek is less than forty (40).

The Employer will reimburse an employee working overtime for any prepaid non-refundable travel or lodging and/or entertainment expenses of $25.00 or more lost by the employee or their family as a result of the overtime assignment. The employee seeking reimbursement must notify the Employer of the conflict at the time the assignment is made and must present documentation of the loss.

These overtime provisions shall not apply to Outside Advertising Department Sales employees who are overtime exempt under applicable federal or state wage and hours laws. When such advertising employees are required to work beyond their normal hours, the Employer shall, subject to the needs of the business, attempt to accommodate requests for schedule flexibility. The

Employer with not arbitrarily or capriciously deny such requests.

8.2 Callback Pay: Any employee required to work after completion of the workday, and after leaving the Employer's building, or the place where the employee's duties are performed, will receive, an extra hour's pay, at time and one-half, plus travel time to and from the place at which the employee is required to work, also at the overtime rate.

8.3 In the Inside Circulation Department, the Promotion Department, the Computer Operations Department, the Finance Department, the Advertising Department, the Art Department, the Ad Production Department, the Purchasing Department and the Circulation Customer Service Department, there is a regular schedule of hours, and no change may be made for the purpose of avoiding the payment of overtime. Any temporary change made merely for the convenience of the Employer shall entitle the affected employees to the payment of overtime for all hours actually worked over forty (40) in a workweek. The Employer has the right, however, to make such changes in scheduled hours during the year as has been customary in the past or to make permanent changes or to institute recurring changes required in the operation of the business, or to meet emergencies of such duration and magnitude as are not merely temporary in nature.

8.4 The Employer shall keep a record of all overtime worked. Copies of this record will be given to the Guild upon request.

ARTICLE 9
OVERNIGHT ASSIGNMENTS

9.1 In accordance with state and federal law, any employee whose job duties require sleeping away from home for one or more nights, will receive, for all overtime worked on the assignment, including travel time, pay at the overtime rate.

Any employee who chooses not to accept such assignments shall notify the Employer on a quarterly basis by January 1, April 1, July 1 and October 1. An employee shall not be penalized for his/her decision.

9.2 The provisions of Article 9.1 will not apply to Employer-paid seminars and other paid educational processes, provided that the employee's participation is wholly voluntary.

ARTICLE 10
MAINTENANCE OF DIFFERENTIALS

10.1 Higher Classification Work: Any employee working in a higher classification shall receive at least the minimum in the higher classification next greater than their salary. If such employee works twenty-two and one-half (22 ½) hours or more, in such higher classification, such Employee shall receive the higher rate for the full working week.

10.2 Except as provided for in this Agreement, the Employer will not reduce the salary or wages of any employee during the life of this Agreement. Nor shall any employee be Compensated on a space rate basis, nor shall any present or future employee be compensated on a commission basis, except as is permitted under this Agreement.

10.3 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), they shall be paid, in addition to their regular weekly earnings, an additional amount equal to 15% of the top minimum of the employees under their direction for the hours they 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 their regular weekly earnings, a differential equal to 15% of top minimum of the employees under their direction for the hours they performed such added responsibility.

ARTICLE 11
MINIMUM WAGES

11.1 Intentionally deleted.

11.2 Editorial Department weekly minimum wage rates shall be as follows: **Reporters, columnists and critics, coverage editors, print coordinators, multiplatform editors, producers, photojournalists, video editors, graphic artists, news designers, digital storytelling specialists, photo production editors/print, photo production editors/digital, photo coverage editor, audience engagement editors, analytics editors, community editors, platform editors, and editorial writers:**

	Yr 1	Yr 2	Yr 3
Inexperienced:	883.46	918.80	955.55
After 1 year:	952.02	990.10	1,029.71
After 2 years:	1,017.27	1,057.97	1,100.28
After 3 years:	1,099.18	1,143.15	1,188.87
After 4 years:	1,154.43	1,200.61	1,248.63
After 5 years:	1,254.81	1,305.00	1,357.20
After 6 years:	1,337.42	1,390.92	1,446.56

11.3 Advertising Department's weekly minimum wage rates shall be as follows:

Outside Advertising Salespersons, Make-up Persons:

	Yr 1	Yr 2	Yr 3
Inexperienced:	870.37	905.18	941.39
After 1 year:	952.02	990.10	1,029.71
After 2 years:	1,017.15	1,057.83	1,100.15
After 3 years:	1,103.55	1,147.69	1,193.60
After 4 years:	1,337.44	1,390.93	1,446.57

Digital Campaign Managers:

	Yr 1	Yr 2	Yr 3
Inexperienced:	808.15	840.48	874.10
After 1 Year:	848.56	882.50	917.80
After 2 Years:	888.97	924.52	961.50
After 3 Years:	929.37	966.55	1,005.21
After 4 Years:	969.78	1,008.57	1,048.91
After 5 Years:	1,010.18	1,050.59	1,092.61

Digital Yield Specialist:

	Yr 1	Yr 2	Yr 3
Inexperienced:	808.15	840.48	874.10
After 1 year:	848.56	882.50	917.80
After 2 years:	888.97	924.52	961.50
After 3 years:	929.37	966.55	1,005.21
After 4 years:	969.78	1,008.57	1,048.91
After 5 years:	1,010.18	1,050.59	1,092.61

Graphic Designers:

	Yr 1	Yr 2	Yr 3
Inexperienced:	858.67	893.01	928.73
After 1 year:	899.07	935.03	972.44
After 2 years:	939.48	977.06	1,016.14
After 3 years:	979.88	1,019.08	1,059.84
After 4 years:	1,020.28	1,061.09	1,103.53
After 5 years:	1,101.91	1,145.99	1,191.83

Data Visualization Designers:

	Yr 1	Yr 2	Yr 3
Inexperienced:	858.67	893.01	928.73
After 1 year:	899.07	935.03	972.44
After 2 years:	939.48	977.06	1,016.14
After 3 years:	979.88	1,019.08	1,059.84
After 4 years:	1,020.28	1,061.09	1,103.53
After 5 years:	1,101.91	1,145.99	1,191.83

Inside Telephone Sales Representatives:

	Yr 1	Yr 2	Yr 3
Inexperienced:	900.61	936.63	974.10
After 1 year:	908.30	944.63	982.41
After 2 years:	937.93	975.45	1,014.47
After 3 years:	995.04	1,034.85	1,076.24
After 4 years:	1,047.63	1,089.53	1,133.11

Advertising Account Planners:	**Yr 1**	**Yr 2**	**Yr 3**
Inexperienced:	903.52	939.66	977.24
After 1 year:	945.54	983.36	1,022.70
After 2 years:	977.06	1,016.14	1,056.79
After 3 years:	1,050.60	1,092.62	1,136.33
After 4 years:	1,155.66	1,201.89	1,249.96

Digital Sales Specialists:	**Yr 1**	**Yr 2**	**Yr 3**
Inexperienced:	1,111.22	1,155.67	1,201.90
After 1 year:	1,212.23	1,260.72	1,311.15
After 2 years:	1,313.25	1,365.78	1,420.41
After 3 years:	1,414.28	1,470.85	1,529.68
After 4 years:	1,515.29	1,575.90	1,638.94
After 5 years:	1,616.32	1,680.97	1,748.21

National Digital Sales Specialists:	**Yr 1**	**Yr 2**	**Yr 3**
Inexperienced:	1,111.22	1,155.67	1,201.90
After 1 year:	1,212.23	1,260.72	1,311.15
After 2 years:	1,313.25	1,365.78	1,420.41
After 3 years:	1,414.28	1,470.85	1,529.68
After 4 years:	1,515.29	1,575.90	1,638.94
After 5 years:	1,616.32	1,680.97	1,748.21

National Integrated Reps:	**Yr 1**	**Yr 2**	**Yr 3**
Inexperienced:	1,111.22	1,155.67	1,201.90
After 1 year:	1,212.23	1,260.72	1,311.15
After 2 years:	1,313.25	1,365.78	1,420.41
After 3 years:	1,414.28	1,470.85	1,529.68
After 4 years:	1,515.29	1,575.90	1,638.94
After 5 years:	1,616.32	1,680.97	1,748.21

Note: When voluntary inbound advertising representatives make outbound calls to extend classified advertisements that were initially placed through the voluntary Department, those representatives will be paid at the voluntary rate and will receive an additional amount consistent with a commission or bonus program for extending classified advertisements.

11.4 Art Department weekly minimum wage rates shall be as follows:
Artists and Graphic Artists, Copywriter, Promotion Assistant, Communications Design Specialist:

	Yr 1	Yr 2	Yr 3
Inexperienced:	766.26	796.91	828.78
After 1 year:	852.66	886.76	922.23
After 2 years:	884.65	920.03	956.83
After 3 years:	984.41	1,023.79	1,064.74
After 4 years:	1,096.81	1,140.68	1,186.30
After 5 years:	1,337.42	1,390.92	1,446.56

11.5 Miscellaneous weekly minimum wage rates shall be as follows:
School Circulation Representative:

	Yr 1	Yr 2	Yr 3
Inexperienced	852.66	886.76	922.23
After 1 year:	879.89	915.08	951.69
After 2 years	899.32	935.30	972.71
After 3 years	1,053.22	1,095.34	1,139.16
After 4 years	1,106.33	1,150.59	1,196.61

11.6 Office Force in all Departments weekly minimum wage rates shall be as follows:

GROUP I: Intentionally deleted.

GROUP II: Office Help:	Yr 1	Yr 2	Yr 3
Inexperienced:	725.15	754.15	784.32
After 1 year:	733.49	762.83	793.34
After 2 years:	741.82	771.49	802.35
After 3 years:	749.76	779.75	810.94

GROUP III: Stockroom and Receiving Clerk; Mail Desk Clerk:	Yr 1	Yr 2	Yr 3
Inexperienced:	729.93	759.12	789.49
After 1 year:	735.47	764.89	795.49
After 2 years:	743.80	773.56	804.50
After 3 years:	751.73	781.79	813.07
After 4 years:	763.64	794.18	825.95

GROUP IV: Circulation General Office Clerks, Returns Room Clerks:	Yr 1	Yr 2	Yr 3
Inexperienced:	735.47	764.89	795.49
After 1 years:	742.21	771.90	802.77
After 2 years:	748.56	778.51	809.65
After 3 years:	760.07	790.47	822.09
After 4 years:	769.98	800.78	832.82

GROUP V: Intentionally deleted.

GROUP VI: Advertising General Office Clerks; Promotion Clerks;	**Yr 1**	**Yr 2**	**Yr 3**
Inexperienced:	746.98	776.86	807.93
After 1 year:	754.12	784.29	815.66
After 2 years:	764.83	795.42	827.24
After 3 years:	777.21	808.30	840.63
After 4 years:	790.29	821.90	854.78

GROUP VII: Circulation Customer Service Representatives; Purchasing Clerks; Tearsheet Clerks:	**Yr 1**	**Yr 2**	**Yr 3**
Inexperienced:	752.52	782.62	813.93
After 1 year:	762.84	793.35	825.09
After 2 years:	769.98	800.78	832.82
After 3 years:	783.95	815.31	847.92
After 4 years:	851.31	885.36	920.78

Employees hired after August 31, 2006 will be paid a weekly wage rate of $12.70 per hour and will receive negotiated increases that are 70% of the increases applied to the &quot,inexperienced&quot, Group VII wage rate and will not receive experience increases.

GROUP VIII Intentionally deleted.

GROUP IX(a): Editorial Assistants:	**Yr 1**	**Yr 2**	**Yr 3**
Inexperienced:	758.97	789.33	820.91
After 1 year:	779.59	810.77	843.20
After 2 years:	799.01	830.97	864.21
After 3 years:	859.26	893.63	929.38
After 4 years:	898.11	934.03	971.40
After 5 years:	939.48	977.06	1,016.14
After 6 years:	967.66	1,006.37	1,046.62

GROUP IX(b): Secretaries, Accounting Clerks, Collectors, Data Control Supervisor; Advertising Clerks;

	Yr 1	Yr 2	Yr 3
Inexperienced	768.01	798.73	830.68
After 1 year	779.52	810.71	843.13
After 2 years	790.29	821.90	854.78
After 3 years	859.26	893.64	929.38
After 4 years	898.11	934.03	971.39
After 5 years	939.48	977.06	1,016.14
After 6 years	967.66	1,006.37	1,046.62

GROUP X: Circulation Galley Clerks; Advertising Systems Billing Clerks:

	Yr 1	Yr 2	Yr 3
Inexperienced	779.59	810.77	843.20
After 1 year	790.29	821.90	854.78
After 2 years	858.83	893.19	928.91
After 3 years	866.39	901.04	937.09
After 4 years	878.30	913.43	949.97

GROUP XI: Advertising Service Representative (ASRs):

	Yr 1	Yr 2	Yr 3
Inexperienced	788.15	819.68	852.46
After 1 year	850.77	884.80	920.19
After 2 years	863.46	897.99	933.91
After 3 years	876.15	911.19	947.64
After 4 years	884.88	920.27	957.08

GROUP XIII: Accountant; Advertising Technology Coordinator, Rate Administrator:

	Yr 1	Yr 2	Yr 3
Inexperienced	863.21	897.74	933.65
After 1 year	873.93	908.89	945.24
After 2 years:	882.26	917.55	954.25
After 3 years:	892.19	927.88	964.99
After 4 years	932.34	969.64	1,008.42
After 5 years	969.78	1,008.57	1,048.91
After 6 years	995.04	1,034.84	1,076.24

GROUP XIV: Intentionally deleted.

GROUP XV: Intentionally deleted.

11.7 Commission Sales Representatives:

For each month of employment, each commission sales employee shall receive a minimum monthly draw against commission of $2,500 that will be forgiven. This draw will be paid in weekly increments. The Employer will determine the structure of the commissions and any modifications thereto. Commission structures and any modifications thereto will not under any circumstances be subject to the grievance and arbitration process provided for herein.

No Commission rate will be less than six (6) percent on accounts older than three (3) years, with the exception of immigration accounts, for which the commission rate shall not be less than five percent (5%).

11.8 Minimum Wage Rate Increases

A. Effective on the first anniversary of ratification:

(i) All minimum wage rates set forth in Articles 11.2-11.6 above shall be increased by four percent (4.0%);

(ii) Employees who earn less than $80,000, will receive an increase in their weekly wage rate in an amount equal to 4.3% of their respective then current wage rate;

(iii) Employees who earn between $80,000 and $100,000 per year as of the start of second year of this Agreement, will receive an increase in their weekly wage rate in an amount equal to 4.0% of their respective then current wage rate;

(iv) Employees who earn more than $100,000 per year as of the start of the second year of this Agreement, will receive an increase in their weekly wage rate in an amount equal to 3% of their current wage rate;

(v) Part-time employees will receive a pro-rated amount.

B. Effective on the second anniversary of ratification:

(i) All minimum wage rates set forth in Articles 11.2-11.6 above shall be increased by an additional four (4.0%);

(ii) Employees who earn less than $80,000, will receive an increase in their weekly wage rate in an amount equal to 4.3% of their respective then current wage rate;

(iii) Employees who earn between $80,000 and $100,000 per year as of the start of second year of this Agreement, will receive an increase in their weekly wage rate in an amount equal to 4.0% of their respective then current wage rate;

(iv) Employees who earn more than $100,000 per year as of the start of the second year of this Agreement, will receive an increase in their weekly wage rate in an amount equal

to 3.0% of their respective then current wage rate;

(v) Part-time employees will receive a pro-rated amount.

ARTICLE 12
GENERAL WAGE PROVISIONS

12.1 The Employer will pay all salaries or wages weekly. At the employee's option and where the arrangement can be made with the employee's financial institution, the Employer will provide for direct deposit of the employee's pay checks.

12.2 Experience means experience in comparable work. When determining what constitutes "comparable work," the Employer will consider factors such as: whether the work was performed at a similar type of publication; the amount of time the employee actually spent performing such work; and when the comparable work was performed. The Guild has six (6) months-from the date it is notified of an employee's employment to challenge the employee's experience rating. The Employer will consider all claims made within that period, and claims beyond that period will be considered waived. In the event of any dispute over an employee's experience rating, the parties will consider expedited arbitration under Article 40.2. If the parties agree that an adjustment is necessary, the Employer will retroactively adjust the wages.

12.3 Flight Hazard Pay: A premium of five percent (5%) of an employee's weekly salary will be paid for each shift, including overtime, during which he/she is required to fly aboard a nonscheduled flight.

12.4 Number of Inexperienced Employees: No more than ten percent (10%) of the employees at any time in any Department shall be persons with less than two (2) years' experience. For the purpose of the foregoing sentence, copy-persons, office persons, Circulation Customer Service Representatives, and messengers shall not be included in calculating either the total number of employees or the number of inexperienced employees.

12.5 The Employer will continue to provide a Flexible Spending Account (FSA) consistent with the applicable provisions of the Internal Revenue Code. The terms and conditions of the FSA shall be substantially the same as the plan offered to independent employees. To qualify, an employee must work at least twenty (20) hours weekly.

ARTICLE 13
ONE TIME PAYMENTS

13.1 Upfront Wage Payment. On or before September 30, 2023 (the 30th day after ratification), each employee shall receive a one-time, lump-sum payment in an amount equal to six percent (6.0%) of such employee's regular rate of pay, distributed equally. (Part-time employees will receive a pro-rated amount).

13.2 Home Office Expense Payments. On or before March 30, 2024, the Employer will pay each full-time and part-time bargaining unit employee five hundred dollars ($500) (minus applicable taxes) representing a lump sum payment for home office expenses. On or before March

30, 2025, the Employer will pay each full-time and part-time bargaining unit employee five hundred dollars ($500) (minus applicable taxes) representing a lump sum payment for home office expenses. Interns and temporary workers are excluded from Section 13.3.

ARTICLE 14
INSURANCE

14.1 Riot Damage. The Employer shall at its own cost provide insurance for employees against loss of life and loss of (or loss of use of) eye or limb suffered as a result of an injury sustained in the course of their work in connection with riot, civil commotion, insurrection, crime or disaster. Such life insurance shall be in the principal sum of $100,000.00, and such other insurance shall be in the usual proportional amount of said principal sum.

14.2 Insurance in the amount of $100,000.00 will be provided by the Employer for reporters and photographers who are required in the course of their work to travel by airplane on other than a regularly scheduled flight.

14.3 Travel-accident insurance coverage provided by the Employer will apply to employees covered by this Agreement. Such coverage is not an addition to insurance coverage provided for elsewhere in this Agreement.

14.4 Short-term Disability: In addition to what may be required by law, the Employer will maintain, at its own expense, a disability benefit for accidental injury or sickness. The policy will provide a weekly benefit of $50.00, for a maximum of 13 weeks, for that period in which the individual is not entitled to sick pay benefits. The Employer may, for each week during which he pays sick pay to the employee, retain the weekly payment due under this insurance.

ARTICLE 15
EXPENSES

15.1 Employees shall be entitled to all proper and reasonable expenses incurred in the course of their duties. The Employer will use their best efforts to reimburse employees for such approved expenses within 15 business days of the date the employee's reimbursement is properly submitted.

Employees will be compensated for the use of a personal automobile in the service of the Employer at the standard mileage rate issued by the Internal Revenue Service (IRS). The IRS mileage rate includes any changes, increases, or decreases, issued by the IRS during the term of the Agreement. This section does not apply to the use of Employer vehicles.

Necessary working equipment shall be provided to employees at the Employer's expense.

ARTICLE 16
HOLIDAYS

16.1 New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day will be paid holidays. If a paid holiday falls on a Saturday,

the previous Friday will be considered as the holiday. If a paid holiday falls on a Sunday, the following Monday will be considered as the holiday.

An employee will be permitted to be absent from work with pay on Rosh Hashanah, Yom Kippur, Good Friday, provided the employee has notified his/her immediate superior at least two (2) weeks in advance. The employee may be required to make up the absence by working on a regular day off or on one of the other holidays, as may be agreed on by the employee and superior.

16.2 All employees in the Editorial Department shall, in addition to their regular days off, be free from work on three (3) of the paid holidays and shall receive four (4) additional days off in lieu of the other three (3) holidays without loss of pay.

16.3 All employees in all other departments will receive the six (6) paid holidays, in addition to their regular days off, with these exceptions: the supervisor of Makeup, one advertising Makeup Person, and two clerks in the advertising department; two clerks in the Finance Department; the Assistant to the Head of Ad Production; and two clerks in Ad Production; two clerks in the Circulation Cashier's Department; one Inside Circulation Galley Clerk; and two employees at the Mail Desk. All these employees may be required to work on not more than three (3) of the six (6) paid holidays. For each holiday worked, the employee may elect to take another day off (in addition to the employee's regular days off and normal vacation). If the employee elects to take another day off, the day shall be granted during the calendar year.

16.4 If any of the paid holidays falls during an employee's vacation, or on an employee's regular day off, the employee will receive a compensating paid day off within thirty (30) days following the holiday.

16.5 If an employee is required to work upon an actual holiday (not the observed holiday), the employee may elect either to be paid double time for all hours worked on that day or to be paid straight time for the holiday and receive another paid day off within thirty (30) days of the holiday. Work performed on observed holidays is not covered by this provision and will be paid at the employee's regular rate of pay. Holiday pay will not count toward overtime. Only hours actually worked will count toward overtime.

ARTICLE 17
PERSONAL DAYS

17.1 Full-time employees and part-time employees, who are regularly scheduled to work at least twenty (20) hours per week, on the payroll as of January 1 of any year will receive four (4) paid personal days for that year. The dates on which these personal days are taken must be mutually agreed upon between the employee and his or her manager. Unused personal days may not be carried over to the following calendar year.

17.2 A paid personal day shall be defined as eight (8) hours or, in the case of a part-time employee who is regularly scheduled to work less than eight (8) hours per day, the standard number of hours that employee is scheduled to work.

17.3 During the year in which the employee is hired, the number of personal days available for that year will be prorated as follows:

If an employee is hired between January 1 and March 31, they shall be entitled to all four (4) personal days for that year.

If an employee is hired between April 1 and June 30, they shall be entitled to three (3) personal days for that year.

If an employee is hired between July 1 and September 30, they shall be entitled to two (2) personal days for that year.

If an employee is hired between October 1 and November 30 they shall be entitled to one (1) personal day for that year.

Employees hired after November 30 shall not be entitled to any personal days for that year.

ARTICLE 18
BEREAVEMENT LEAVE

18.1 In the event of a death in the employee's immediate family, or the loss of a pregnancy by the employee or partner, the employee will be given a reasonable amount of time off with pay. "Immediate family" is defined as parents, children, siblings, spouse, declared domestic partner, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchildren, guardians, stepparents, stepchildren, step-brothers, step-sisters, brothers-in-law, sisters-in-law, foster parents and relatives residing in the employee's household. Time off under this provision shall run concurrently with the Family and Medical Leave Act (FMLA), where applicable.

In special circumstances, consideration will be given for relatives and significant others not enumerated above.

ARTICLE 19
JURY DUTY LEAVE

19.1 An employee summoned to jury duty shall be entitled to a leave of absence for the period of such duty and shall be paid for the period the difference between the employee's regular salary and the amount of money received for jury service. If a regular employee is scheduled to work on a Saturday and/or Sunday, the employee shall, for the period of jury duty, have Saturday and Sunday designated as regular days off.

The Employee may, for the purposes of this article, reschedule another employee to cover the vacated off days without regard to the limitations on schedule changes expressed elsewhere in this Agreement.

Night shift employees shall not be required to work on days called to jury duty.

ARTICLE 20
VOTING TIME LEAVE

20.1 An employee required to work on Election Day during the hours the polls are open shall receive upon request and at a time convenient for the Employer, two hours off with pay to enable them to vote.

ARTICLE 21
VACATIONS

21.1 Employees will receive each year paid vacations under the following schedule:

Length of continuous service	*Amount of vacation*
6 months	1 week
1 year	2 consecutive weeks
2 years	3 consecutive weeks
6 years	4 consecutive weeks
20 years	5 consecutive weeks

21.2 The Employee's total length of continuous service for this article will be the amount of years, effective on June 30, for the calendar year in which the vacation is allowed. Service is counted in any capacity under the present Employer and all predecessor employers of said publications.

21.3 The normal vacation period will be from April 1 to September 30, and, where practical, vacations will be scheduled between June 1 and September 30. An employee may, with the consent of the department head, take vacation leave at another time, or in two or three separate periods. Consent will not be withheld unless granting the employee's request would seriously or unreasonably interfere with the usual operation of the employee's department.

21.4 Employee requests for vacation time off shall be determined on the basis of seniority, for requests made prior to March 1. The schedule of vacations by seniority shall be posted by March 8. (All available vacation time not claimed by March 1, on the basis of seniority, shall be determined on the basis of the order in which requests are received.) If additional vacation weeks become available after March 1, the selection of these weeks shall also be by seniority.

ARTICLE 22
SICK LEAVE PAY

22.1 An employee absent due to illness/injury shall be entitled to sick pay during that time as follows:

(a) Benefits to begin on the 1st day of absence for all employees who have successfully completed their Probationary Period.

(b) Sick Pay Entitlement. The employee will receive eight (8) 100% pay sick days and

then receive 65% pay for the employee's remaining eligible sick days in a 12-month period, using a "rolling" method measured backward from the date the employee first used sick leave benefits. Maximum sick leave benefit will be nineteen (19) weeks of pay as set forth above and calculated at the employee's regular straight time rate. Employees who currently have, or will accumulate by the end of 2023, more than nineteen (19) weeks of sick leave eligibility shall keep their current amount of eligibility weeks but shall not accrue additional weeks.

(c) Unused sick days cannot be carried over or banked from one 12-month period to the next.

(d) Medical Documentation. For any sick leave that lasts more than three (3) business days in a row, the employer may ask the employee to provide medical documentation from a licensed physician certifying the need to be out of work which includes an anticipated return date, if possible. Employees out of work for more than three (3) consecutive workdays as a result of an injury, illness or other medical issue may be required to provide medical certification of their ability to return to work at full or modified duty.

(e) Successful Return to Work/Sick Pay Renewal: It is agreed that employees who exhaust their sick time entitlement in a given 12-month period due to continuous absence due to an illness must have a successful return to work of 180 days in order for their full sick time to renew.

(f) Neither vacation time nor any other paid time off will accrue during an employee's continuous absence due to illness.

(g) Sick time leave shall run concurrently with time away from work (paid or unpaid) under the Family and Medical Leave Act (FMLA) and/or any other federal, state, or local law.

(h) Auto allowance provided pursuant to Article 15 will not be paid to a regular car user for any week that the employee has been absent for a full five (5) days.

(i) If neither the employee nor the Employer elects to terminate employment, the employer may elect, upon recovery from illness, to reinstate the employee in their same or similar position.

22.2 After an employee has been continuously absent because of an illness for nineteen (19) weeks (or more than 19 weeks for those employees grandfathered by 22.1(b)) the Employee may at that time elect to terminate employment. Thereupon their employment will then cease entirely, and the Employer will have no further obligation to such employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for an illness termination benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

When an employee has been continuously absent because of an illness for 38 weeks, the Employer may at that time elect to terminate such employee's employment. Thereupon their employment will then cease entirely, and the Employer will have no further obligation to such employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for an illness termination benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

If neither the employee nor the Employer elects to terminate employment under this Article but the employee dies during their absence because of an illness, the employment shall then cease entirely and the Employer will have no further obligation to such employee. Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for a death benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan.

22.3 For the purpose of this Article, the employee's effort to return to work when not in suitable physical condition to perform normal duties on a full-time basis shall not operate to interrupt continuity of absence.

22.4 The Employer may require an employee absent because of illness/injury to submit a physician's certificate or may have them examined by a physician selected by the Employer.

> *(NOTE: The practice of regularly requiring a doctor's certificate in cases involving illness/injury of three (3) days' duration or less will be relaxed, provided the employee notifies their immediate superior of such illness at least one-half (½) hour before the time they are scheduled to report to work and provided there is no indication of malingering. In the latter case, a doctor's certificate may be required before sick pay is allowed. In the case of employees who are scheduled to report for work in the afternoon or early evening the call to report illness shall continue to be made in accordance with past practice, before the scheduled time for actually reporting for work.*

22.5 The provisions of the Article shall in no way affect, modify or waive the Employer's rights and liabilities or the employee's rights under the Workers' Compensation Laws.

22.6 Employees on such sick leave are expected, to the extent possible, to periodically notify the Employer of the status of their leave and the probable date of their return. The Employer reserves the right to have the employee provide medical documentation from a physician certifying the employee's absence and providing an anticipated return to work date.

22.7 In case of payment of sick leave pay to an employee under this Article 22, the Employer shall be subrogated to the extent of such payment to all rights of the employee for lost wages against any third party, who or which by act of commission or omission caused the absence of the employee, which required the payment of sick leave pay by the Employer. Such rights shall be

assigned to the Employer by the employee immediately upon receiving the first week's sick leave pay. The Employer shall be authorized to sue, compromise, or settle in the employee's name and the employee will, when requested by the Employer, execute any and all documents pertaining to such litigation. Any action taken by the Employer shall be without cost to the employee. Amounts recovered shall be used as offsets against sick time charged to the employee.

22.8 Where the pattern of an employee's absences allegedly due to illness/injury, or other circumstances surrounding an absence alleged by an employee to be due to illness/injury, indicates, in the Employer's opinion that an employee may be malingering, the Employer shall promptly send a letter to the employee, and a copy to the Guild: (1) describing such pattern or circumstance and why, in the Employer's opinion, such pattern or circumstance indicates to the Employer that an employee may be malingering, and (2) notifying the employee a physician's certificate will be required of them on the next occasion of their absence by reason of illness.

ARTICLE 23
SEVERANCE PAY

23.1 Pursuant to the terms of the Guild-United Independent Pension Plan, the employee may be eligible for a severance benefit provided by the Guild-United Independent Pension Plan. The Employer does not have and will not have an obligation to the Guild-United Independent Pension Plan, including without limitation, that the Employer will not participate, fund, contribute or otherwise be involved in any way in the Guild-United Independent Pension Plan. In accordance with the terms of the Guild-United Independent Pension Plan, the employee's length of continuous service as of October 9, 2010, shall include all service for the Daily News or The Inquirer in any capacity under the present Employer and all predecessor employers. The schedule for severance payments paid by the Guild-United Independent Pension Plan shall be per the schedule below:

Employed More Than:	**And Less Than:**	**Amount:**
A total of 6 months	1 year	2 weeks' pay
1 year	1 ½ years	3 weeks' pay
1 ½ years	2 years	4 week's pay
2 years	2 ½ years	5 weeks' pay
2 ½ years	3 years	6 weeks' pay
3 years	3 ½ years	7 weeks' pay
3 ½ years	4 years	8 weeks' pay
4 years	4 ½ years	9 weeks' pay
4 ½ years	5 years	10 weeks' pay
5 years	5 ½ years	11 weeks' pay
5 ½ years	6 years	14 weeks' pay
6 years	6 ½ years	15 weeks' pay
6 ½ years	7 years	17 weeks' pay
7 years	7 ½ years	18 weeks' pay
7 ½ years	8 years	19 weeks' pay
8 years	8 ½ years	20 weeks' pay

8 ½ years	9 years	21 weeks' pay
9 years	9 ½ years	23 weeks' pay
9 ½ years	10 years	25 weeks' pay
10 years	10 ½ years	26 weeks' pay
10 ½ years	11 years	28 weeks' pay
11 years	11 ½ years	29 weeks' pay
11 ½ years	12 years	30 weeks' pay
12 years	12 ½ years	31 weeks' pay
12 ½ years	13 years	32 weeks' pay
13 years	13 ½ years	33 weeks' pay
13 ½ years	14 years	34 weeks' pay
14 years	14 ½ years	35 weeks' pay
14 ½ years	15 years	36 week's pay
15 years	15 ½ years	37 weeks' pay
15 ½ years	16 years	38 weeks' pay
16 years	16 ½ years	39 weeks' pay
16 ½ years or more		40 weeks' pay

23.2 Employees shall give two weeks' notice before resigning.

23.3 The benefits described in this Article are in addition to any compensation provided by the Unemployment Compensation Law of Pennsylvania or any other state to the extent that such payments are provided by law.

23.4 In addition to Article 23.1, employees shall be eligible for severance from the Employer only in the event of an involuntary layoff or termination without cause. If an employee is discharged for cause or voluntarily resigns, he/she is not eligible to receive severance pay. Notwithstanding the foregoing, employees aged 60 or older who retire from the Employer shall be eligible for severance under this Article 23.4.

Eligible employees shall be entitled to receive severance pay from the Employer, in the amount of two (2) weeks of their regular rate of pay at termination for every year of service, up to a maximum of twenty (20) weeks and the Employer shall pay COBRA (if the employee elects coverage) costs for the same period. Employees who are laid off out of seniority order as set forth in Article 28.1 shall be entitled to an additional two (2) weeks of their regular rate of pay at termination for every year of service, up to a maximum of twenty (20) weeks, and payment of COBRA costs for that same period. For the purposes of severance pay (and COBRA payments) from the Employer, all employees hired before October 9, 2010 shall be deemed new hires as of October 9, 2010.

In order for an employee 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.

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 services, 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 shall be required to sign a release in a form acceptable to the Employer.

ARTICLE 24
HEALTH AND WELFARE FUND

Effective September 1, 2023, the Employer will contribute the following weekly amounts to the Teamsters Local 830 Health & Welfare Fund ("the Fund") on behalf of its full-time Employees:

Employee Only:	$206.99
Employee + Child:	$308.17
Employee + Children:	$440.33
Employee + Spouse:	$468.44
Family:	$601.88

Such coverage currently consists of the following:

Medical:	PREMIER Medical Plan
Rx:	BeneCard $8/$16 Plan
Dental:	Teamsters Trust Dental Plan
Vision:	NVA Vision Plan
STD:	$200 per week for a maximum of 26 weeks
Life Insurance:	$20,000 Life and AD&D

No material changes to the above coverages shall occur without approval from both parties. The above rates renew on or about September 1 of each year during the contract. Increases shall not exceed six percent (6%) of the amounts in effect for each coverage category prior to each September 1st. Employer will cover up to six percent (6%) of an increase in any of the above coverage categories.

Assuming no increase occurs that exceeds 6%, current payroll deductions of $20 for "single employee" coverage and $50 for "other than single employee" coverage will remain for the life of the contract.

If an Employee is absent from work due to illness or injury, the Employer shall continue paying healthcare contributions for up to twenty-six (26) weeks from the date such illness or injury began.

ARTICLE 25
401(K)

Eligible full-time and part-time employees, as defined in the governing plan documents, covered by the initial contract between PN Purchaser Co., LLC and the Newspaper Guild/CWA Local 38010, shall be permitted to participate in the Employer's 401(k) Plan as permitted in the Plan document and under the same terms as the Employer's non-represented employees; provided, however, that the Employer, at a minimum, agrees to match 50% of the employee's contribution up to a maximum Employer match of 3%, starting after six (6) months of employment once approved by the Plan Administrator.

ARTICLE 26
JOB POSTING AND BIDDING

26.1 The Employer shall take the following steps:

(a) 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 a 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.

(b) Give first consideration to regular employees then on the payroll in filling new or vacant Guild positions in preferable or higher paid classifications.

(c) Give first consideration for regular employment to part-time, temporary and replacement employees then on the payroll in filling any Guild vacancies created by the departure or transfer of any regular full-time employee.

(d) Give any employee who applies for a posted position and is rejected notification of the rejection in writing. The employee may request a meeting with the Department Manager and a representative from the People and Culture Department to discuss his/her application for the posted position.

26.2 The Employer and the Guild agree that there shall be no discrimination in job tryouts and advancements by reason of age, race, creed, color, national origin, sex, marital or parental status, sexual preferences, gender identity, union activities or irrelevant physical or mental disability.

26.3 An employee may be transferred from a lower to a higher classification for a trial period of ninety (90) days, a period which may be extended by mutual agreement between the Employer and the Guild. During this trial period, the employee shall receive at least the minimum in the

higher classification next higher than their regular salary. If an employee so transferred has valid comparable experience in the higher classification, they shall be given full credit in determining the salary minimum to be paid.

If the employee successfully completes the trial period, they shall be confirmed in the classification to which advanced. If so confirmed, the trial period shall be included for all purposes in determining length of service in the classification. If the employee returns to the classification previously held by their choice, or failing to qualify for the promotion, any other employee promoted as a result of the employee's trial period may be restored to their classification and rate of pay. Any employee affected by this provision would be made aware in writing of its terms at the time of advancement.

If the employee is returned/returns to the classification from which they advanced they shall then receive a salary they would be entitled to if they had never been advanced. Their service in the higher classification shall be counted for all purposes as service in the classification from which he/she advanced.

If at any time during this ninety (90) day period, or any extension, the Employer determines that the employee is not competent to perform the duties of the higher classification, the employee may be returned to their former classification and wages. During the ninety (90) day trial period, the employee may elect to return to his/her former classification.

The Employer's evaluation of the employee's progress shall be discussed with the employee at least following the 45th day, 75th day and at the end of the trial period.

26.4 An employee who returns to the old classification shall be paid as if they had never been advanced, but service in the higher classification shall be counted for all purposes as service in the old classification.

26.5 Trial periods shall automatically be extended to include all time lost, when such time lost exceeds five (5) days. The Guild shall be notified prior to any extension of an employee's trial period.

ARTICLE 27
SECURITY

27.1 The Employer will not discharge any employee except for good and reasonable cause.

If arbitration is required to determine whether there was good and reasonable cause for discharge, regardless of seemingly conflicting provisions in Article 40, arbitration must be requested within forty-five (45) days of discharge. The arbitrator's decision shall be restricted solely to a finding of whether or not the discharge was for good and reasonable cause. If the decision is in favor of the Employer, the award shall be limited to sustaining the discharge, and if the award is in favor of the Guild, the award shall be limited to reinstatement of the employee or employees, with full pay for all time lost.

27.2 The Employer shall give the Guild and to the employee notice in writing of an intended dismissal at least two (2) weeks in advance of the effective date, stating the reason for the dismissal.

Notwithstanding the provisions of this Article, the Employer may discharge an employee immediately upon giving to the Guild and to the employee written notice of the dismissal and of the reason therefore in any case in which the cause for the discharge is the employee's proven dishonesty of a substantial nature, or the employee's use of physical violence.

27.3 Probation Period: The first six (6) months after an employee's hire shall be a probationary period.

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. Whether to provide the employee with a release is wholly within the Employer's sole discretion. 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.

Probationary periods shall automatically be extended to include all time lost when the time lost during the probationary period exceeds five (5) days. The Guild shall be notified prior to any extension of an employee's probationary period.

27.4 Warning Letters: The Employer will send the Union a copy of any warning letter issued to an employee covered by this Agreement. If the Union or the employee submits a written answer to the warning letter, the response will be placed in the employee's personnel file. The Employer will also send to the Guild any formal letter of commendation issued to any employee covered by this Agreement.

ARTICLE 28
REDUCTION IN FORCE

28.1 The Employer must give the Guild a written notice, at least thirty (30) days in advance, if practicable, but not less than fifteen (15) days, of its intention to lay off employees, and shall, during the period before the layoff becomes effective, meet, and discuss with the Guild the effects of the proposed layoff. The Employer shall make every reasonable effort to retain employees. The Employer shall attempt to transfer employees with longer seniority to a classification containing a position which the employee previously held where, in the reasonable judgment of the Employer, the employee can perform as required, and shall attempt to fill any vacant positions with employees who have been displaced within the preceding twelve (12) months.

In the event that the Employer determines to lay off employees, the Employer will prepare a list of employees in the affected job classification(s) and rank such affected employees in the order of their seniority of employment with the Employer, as defined in Article 28.3. Substitute resignations by longer-term employees in the affected area shall be approved by the Employer in lieu of employees otherwise slated for layoff and such substitute employees voluntarily resigning shall be deemed eligible employees for purposes of severance. Decisions as to who may be laid off shall be determined by the Employer in its sole discretion. A primary factor to be considered

shall be length of service, in addition to performance, qualifications, and skills and abilities.

Before the Employer lays off any employee it shall first offer a VSP with Separation Benefit as set forth in Article 23.4.

As set forth in Article 23.4, in order for an employee 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.

Decisions under this Article 28.1 are subject to the Grievance provisions but not the Joint Board process set forth in Article 39 and are not subject to the Arbitration provisions set forth in Article 40. Decisions under this Article 28.1 may, upon request of either party, be brought to non-binding, advisory mediation through the Federal Mediation and Conciliation Service.

28.2 The job titles listed below are each a classification for purposes of Article 28.3 through 28.6:

1. Reporters
2. Columnists and critics
3. Coverage editors
4. Print coordinators
5. Multiplatform editors
6. Producers
7. Photojournalists
8. Video editors
9. Graphic artists (visuals team)
10. News designers
11. Digital storytelling specialists
12. Photo production editors/print
13. Photo production editors/digital
14. Photo coverage editor
15. Audience engagement editors
16. Analytics editors
17. Community editors
18. Platform editors
19. Editorial writers
20. Outside Advertising Salespersons
21. Make-Up Persons
22. Inside Telephone Sales Representatives
23. Advertising Account Planners
24. Artists and Graphic Artists (Art Department)
25. Copywriter
26. Promotion Assistant
27. Communications Design Specialist
28. School Circulation Representative

29. Office Help
30. Stockroom and Receiving Clerk
31. Mail Desk Clerk
32. Circulation General Office Clerks
33. Advertising General Office Clerks
34. Promotion Clerks
35. Circulation Customer Service Representatives
36. Purchasing Clerks
37. Tearsheet Clerks
38. Editorial Assistants
39. Secretaries
40. Accounting Clerks
41. Transportation Cashiers
42. Digital Billing Specialist
43. Collectors
44. Data Control Supervisor
45. Advertising Clerks
46. Circulation Galley Clerks
47. Advertising Systems Billing Clerks
48. Advertising Service Representatives (ASRs)
49. Accountant
50. Returns Room Clerks
51. Advertising Technology Coordinator
52. Rate Administrator
53. Digital Sales Specialists
54. Digital Campaign Managers
55. Digital Yield Specialists
56. Graphic Designers
57. National Integrated Reps
58. National Digital Sales Specialists
59. Commission Sales Representatives

28.3 Seniority shall be measured on the basis of total continuous service with the Employer, its affiliates and its predecessor entities.

28.4 Whenever practical (i.e., wherever there would be no significant difference in cost or efficiency of operations) part-time workers will be eliminated before the dismissal of full-timers in their classification.

28.5 If an employee is displaced to a different classification, the employee's rate of pay in the new classification will be based on current rates applicable to that classification, except the adjustment shall not exceed two adjacent job groups (Groups I through XV) in Article 11 of this Agreement. If the job is not included in the Groups I through XV structure, the adjustment shall not be greater than 10%, higher or lower, than the employee's current minimum. In cases where the employee's adjusted rate of pay exceeds the contract minimum for that classification, such an employee's rate of pay will not be increased until his/her rate is commensurate with the minimum for that classification. In cases where the employee's adjusted rate of pay is less than the contract

minimum for the classification, the employee's rate will be raised to the minimum of the new classification, effective two (2) years from the date of displacement.

28.6 The Employer will review diversity of hiring practices.

ARTICLE 29
PART-TIME AND TEMPORARY EMPLOYEES

29.1 Part-time employees are subject to all terms of this Agreement. Their wages and benefits shall be computed on a pro-rata basis in proportion to time worked. Part-time employees will not be entitled to experience increases, subsequent to hiring, under Article 11 until they have actually worked for the Employer a total number of days or hours equaling the period established for full-time employees.

29.2 The Employer agrees that no part-time employees may be employed in either the Circulation Department or in the Editorial Department, except as follows:

Editorial Department: part-time editorial assistants may be employed, for not less than two (2) days per week, and for not less than four (4) consecutive hours per day. The number of hours worked over any four (4) week period by such employees shall not exceed 50% of the total hours worked by the full-time editorial assistants, excluding secretaries.

Circulation Departments: part-time employees may be employed to cover peak hours of the Home Delivery Communications Center's operations. Such employees may be employed for not less than two (2) days per week and for not less than three (3) consecutive hours per day. No more than 50% of the Center's hours maybe covered by part-timers, except that this limitation shall not apply to Saturday and Sunday hours. No full-time Circulation Customer Service Representative will have his or her hours involuntarily reduced to part-time status.

29.3 Employees may, by mutual consent of the employee and Employer, convert to part-time status or be assigned work schedules inconsistent with Article 7 after returning from maternity/paternity leave or because of personal needs or family emergencies. Any such change to part-time status or change in schedule shall not be implemented prior to written notification to the Union. An employee may continue in part-time status or inconsistent schedule for no longer than one year, unless the period is extended by mutual consent of the employee, the Employer and the Guild.

29.4 Persons may be hired in all Departments covered by this Agreement to do the work done by employees on vacation, or on paid or unpaid leave. The wages, hours, overtime, holiday, grievance and arbitration provisions of this Agreement, but no other provisions, shall apply to such temporary employees.

29.5 In case of unusual circumstances, temporary employees in other than the Editorial Department may be employed who shall be subject to all provisions of this Agreement, except Articles covering Health and Welfare Fund, Job Posting and Bidding; Vacations; Paid Sick Leave; Security; and Leave for United States Service. These employees shall not do work previously and normally done by regular employees, and the term of such an employee may not exceed three (3)

months in any twelve-month period. In the New Ventures Department, if temporary employees are utilized for six (6) months or longer, except where such duration is permitted by the contract, the Employer will notify and discuss the matter with the Guild. Any New Ventures Department temporary employee working longer than six (6) months, except where such duration is permitted under the contract, will be entitled to severance pay pursuant to Article 23.

29.6 Regardless of any other seemingly conflicting provision of this Agreement, when an employee who has been absent because of illness or maternity leave returns to work, any other employee hired because of the first employee's absence may be dismissed by the Employer. Any employee transferred to a different position because of the first employee's absence may be returned to their former position, and to their former rate of pay, or the scale then applicable to the former position if that then is higher than their former pay. The Guild and the employee affected by this section shall be notified in writing of its existence and of the nature of the substitution at the time of hiring or transfer, as the case may be.

ARTICLE 30
LEAVE OF ABSENCE

30.1 Leave of absence, except for Interns, shall be granted for a good and sufficient cause by arrangement with the Employer, provided it is practicable for the Employer to grant such leave.

30.2 Leaves of absence shall not constitute termination of employment, and the period of such leave of absence shall be added to the employee's length of service for the Employer for purposes of experience rating, sick leave pay, vacations or any other accumulated credits are concerned up to a period not exceeding one hundred and twenty (120) days. Provisions of this Article 30 shall not alter or extend the status of any employee who is a replacement for an employee absent on leave under this Agreement. An employee who expects to go on leave under this Article 30 must give notice of their intention to take such leave of absence at least two (2) weeks before the beginning of the leave and notice of the date on which they expect to return to work at least two (2) weeks before such date.

30.3 Parental Leave. The Employer will offer up to fifteen (15) weeks of paid parental leave to all bargaining unit employees following the birth of a child or the placement of an adopted child under 18. Only the fifteen (15) weeks of paid parental leave applies to the adoption of a step-child. Paid parental leave must be taken within one year of the life event.

Where no operational barriers exist, bargaining unit members are eligible to receive six (6) months of remote work after returning to duty. During the remote work period, while employees will be permitted to work a flexible schedule, they must come to the office when operationally necessary and still need to perform the essential functions of their job.

Employees eligible for parental leave benefits will receive five (5) paid "transition days" (i.e., paid days off) to be used within the first six months (6) of returning to work to be coordinated with the employee's supervisor.

After the conclusion of the fifteen (15) week paid benefit, employees may stack other paid time off benefits (i.e., vacation and personal time). Paid parental leave shall, however, run concurrently

with any Family and Medical Leave Act ("FMLA") entitlement or any other state or federal leave entitlement, if available.

Pre-birth/Pre-Adoption Use. Eligible employees may voluntarily start using paid parental leave or the remote/hybrid benefit at any time if placed out of work by a physician.

30.4 In addition to other leaves provided under this Article, an employee shall be granted leave in accordance with Federal or State Statute that is specifically applicable to employee requesting the leave.

30.5 Leaves of absence shall be permitted to employees elected or appointed to responsible public office. The term of such leave shall not exceed either the first term of such office, or four (4) years, whichever is longer.

30.6 Union Leave: Leaves of absence will be permitted to employees, not to exceed two (2) from any one department or any more than five (5) at one time, who are elected or appointed to fulltime positions with the Local Guild, The Newspaper Guild or the AFL-CIO. Leaves of absence, subject to Article 30.2 shall be granted to delegates attending the annual convention or special meeting of the Newspaper Guild.

30.7 Leaves of absence shall be granted to employees while performing duty in the National Guard and the Army, Navy, Marine, Air Force or Coast Guard Reserve.

30.8 Leaves of absence, except for Interns, shall be granted for the purpose of:

(a) accepting fellowships offered by an accredited university or foundation, where such fellowships are related to publishing or (b) writing a book or (c) carrying out projects relative to professional advancement, provided it is practicable for the Employer to grant such leaves.

ARTICLE 31
LEAVE FOR UNITED STATES SERVICE

31.1 (a) Any employee with three (3) months or more of service with the Employer who is required under act of Congress to enter the Service of the United States, or of any State, or who, if the United States is at war, voluntarily enters the armed forces of the United States, or of any State, or the United States Merchant Marine, or any employee who in the future may be conscripted by a Manpower-Draft under an Act of Congress to enter the service of any employer other than the Employer, and who furnished Management such documentary proof that they were to be conscripted, shall be considered as on leave of absence, and shall have the time spent by them in such services (hereinafter sometimes referred to as "war service") added to the length of their service for the Employer for all purposes. Any such employee who within ninety (90) days plus reasonable travel time of their release from war service applies for reinstatement, shall within two (2) weeks after the Employer receives such application be returned to their former position, if they are capable physically of filling it, at the rate of pay then applicable thereto (but in no event shall it be less than the pay they received upon taking their leave of absence) and with all the benefits accorded to employees under the then existing contract between the Employer and the Guild. If the employee is physically incapable of performing the work of their former position, the Employer

shall do everything reasonably possible to find a position for them which they can fill, which position shall be held under the terms of the then existing contract between the Employer and the Guild. In attempting to make such a position available the Employer may, if necessary, dismiss upon the payment of two (2) weeks' severance pay for one (1) year or less work for the Employer, or three (3) weeks' severance pay for more than one (1) year's work for the Employer, an employee who was hired subsequent to the entry into service of the returning employee.

(b) Regardless of any other seemingly conflicting provisions of this Agreement, when an employee who has been on leave of absence, because of having been in the service of the United States, or of any State, or of the United States Merchant Marine, or an employer other than the Employer, as herein defined, applies for reinstatement, any other employee who was hired because of such first employee's absence may, upon the payment of two (2) weeks' severance pay for one (1) year or less work for the Employer, or three (3) weeks' severance pay for more than one (1) year's work for the Employer, be dismissed by the Employer, and any employee who was transferred to a different position because of such first employee's absence may be returned to their former position and to their former pay, or the scale then applicable to their former position, if that then be higher than his former pay. An employee hired or transferred to substitute for an employee on leave of absence under the provisions of subsection (a) of this Article 31 shall be notified in writing, at the time of their hiring or transfer, as the case may be, of the fact that their employment or transfer is subject to the provisions of this subsection (b) and of the name of the absent employee for whom he is substituting.

(c) The benefits of this Article 31 shall be extended to include such employees as, being subject to induction under the Selective Service Act, voluntarily enlisting, and to employees in the reserve of any service who enter active service.

ARTICLE 32
HEALTH AND SAFETY

32.1 The Employer shall provide properly lighted, clean, properly ventilated, and properly heated/air-conditioned work areas in conformity with federal, state, and local health and safety laws and regulations.

32.2 The Employer will not require any employee, without their consent to work under conditions which may be injurious to the employee's health, life or limb.

32.3 Health and Safety Committees: A Health and Safety Committee consisting of a maximum of ten (10) Guild and ten (10) Employer members will meet once a month. Special meetings may be called by the Employer, the Guild or the committee in case of emergency. In special cases the committee may request that additional individuals attend a meeting in order to provide additional information. A review of, and response to, any committee recommendation by the department head or other appropriate Employer representative will be prompt.

ARTICLE 33
NO STRIKE/NO LOCKOUT

It is mutually agreed that there shall be no strikes, lockouts, sit-downs, sit-ins, slowdowns, sympathy strikes, picketing, stoppage, or interruption of work, or direct or indirect interference or disruption of the operations of the Employer during the term of this Agreement. The Guild shall use every reasonable effort to prevent the above actions by any of its members employed by the Employer.

ARTICLE 34
INTENTIONALLY DELETED

ARTICLE 35
EMPLOYEE INTEGRITY AND PRIVILEGE AGAINST DISCLOSURE

(a) An employee's byline or credit line shall not be used over their protest. In the event substantive changes are made in a reporter's story and it is not practicable to call such changes to their attention, the byline shall be taken off such story by the editor.

The Guild and Employer agree that news stories and feature articles will be presented in accordance with sound journalistic practice without distortion of any facts, without malice, and without creating false impressions. If a question arises as to the accuracy of the printed material, the employee concerned will be consulted prior to any retraction of the material involved.

(b) The Employer, believing that a free press best gathers news without external pressures, and the Guild, believing that a news employee should be responsible in their work only to their conscience and to their employer, agree that protection of a news employee's sources is of prime importance to his/her work. The Employer and the Guild further agree that:

When any request is made by a Federal, state or municipal court, grand jury, agency, department, commission, or legislative body for the production or disclosure of confidential information or confidential news sources utilized by any reporter, photographer, editor, writer. Correspondent or any other person employed by, and directly engaged in the gathering of news for the Employer of such request, the Employer will make interim arrangements for immediate legal guidance and assistance for the employee through the Employer's Legal Department.

If necessary, arrangements for providing the employee with long-term legal representation of their choice will be made, as agreed upon by the Employer and the employee.

An employee so represented in any such proceeding by the Employer's Legal Department or by another representative agreed upon by both parties shall not suffer any loss of pay or other benefits and shall further be made whole to the extent permitted by law against any fines or damages levied by any final judgment or decision in the action except to the extent that such employee has taken a course of action contrary to the advice of his/her counsel.

Where there has been a breach of trust by the employee toward the Employer, the Employer has no obligation to provide legal protection to the employee.

ARTICLE 36
OUTSIDE WORK

An employee may engage in outside work provided it does not interfere with their work for the Employer and provided that such work is not in the service of another news organization whose primary readership and/or marketing audience is in competition with the Employer. Under no circumstances shall an employee use their connection with the Employer to exploit their outside work. Any employee taking on such outside work shall obtain written approval from their Department Head in advance.

ARTICLE 37
BULLETIN BOARDS

Bulletin boards/white boards shall be provided for the exclusive use of the Guild in three (3) locations inside the Employer's office. The location of each board shall be reasonable in size and location and agreed upon by the parties on an annual basis at the anniversary of this agreement. The use of bulletin boards will be confined to the posting of notices and official Guild business.

ARTICLE 38
SYNDICATION

When the Employer sells for syndication any product of an editorial employee for publication outside of The Inquirer, Daily News or inquirer.com, the employee shall be paid fifty percent (50%) of the net return.

ARTICLE 39
GRIEVANCE PROCEDURE

39.1 Any dispute over the interpretation of any clause of this Agreement, or over the carrying out of any of its terms, shall be settled by negotiations between a committee representing the Employer or its authorized representative, and a committee chosen by the Guild. Any such Grievance must be submitted in writing to the non-grieving party within sixty (60) days of the action giving rise to the dispute or the Grievance will be deemed waived. If the parties fail to reach an agreement acceptable to the Representative Assembly of the Guild within twelve (12) days, the matter will be referred to a local Joint Board. Grievances arising out of a dispute involving section 28.1 will not be referred to a local Joint Board.

39.2 Joint Board: The local Joint Board shall be comprised of two representatives of the Guild and two representatives of the Employer, all of whom shall be selected and convene within five (5) days after the serving of a detailed and written complaint by the aggrieved party upon the other party. Within one week after it convenes, the Joint Board shall hold any necessary hearings, and render a decision of the majority in writing. The decision shall be final and binding upon the Guild and the Employer.

ARTICLE 40
ARBITRATION

40.1 If the Joint Board is unable to arrive at a majority decision within seven (7) days of its first meeting, the dispute shall, upon written demand of either party, be submitted to arbitration by an impartial arbitrator to be designated in accordance with the current rules of the American Arbitration Association. Any such demand for submission to arbitration must be made within thirty (30) days after the expiration of the seven (7) day period identified above.

The arbitrator shall render a decision in writing as soon as possible. This decision will be final and binding upon the Employer and the Guild. The arbitrator shall not have jurisdiction over disputes arising out of Section 28.1 which are specifically exempted from arbitration under this Agreement, nor any other article or section of this Agreement specifically excluded from arbitration. The fee of the arbitrator, including expenses, and the American Arbitration Association's bill for administrative costs, shall be borne equally by the parties. Neither party shall be required to pay any part of the cost of a stenographic transcript without express consent.

40.2 Expedited Arbitration: Upon mutual agreement, the parties will meet and consider such steps as may be appropriate to expedite the arbitration of a given grievance. Such steps may include waiving transcripts, waiving briefs, stipulating facts and issues in advance of the hearing, requesting bench decisions or taking other such steps as the parties may find acceptable.

Section 40.3. Authority of Arbitrator. (a) The arbitrator shall limit their decision to the settlement of the written grievance before them and to the application and interpretation of the provision(s) of this Agreement. The Arbitrator shall have no power to add to, subtract from, or modify the provisions of this Agreement in arriving at a decision on the grievance presented for resolution.

(b) The award of the arbitrator shall be in writing, and shall be final, conclusive, and binding on the Employer, the Guild, the grievant(s), and the employees(s) involved.

ARTICLE 41
SENIORITY

41.1 Seniority means length of continuous employment. Employment shall be deemed continuous unless interrupted by: (a) dismissal for good and reasonable cause; (b) resignation; (c) refusal to accept an offer of rehire into the classification in which an employee worked when dismissed; or (d) where the language provisions elsewhere in the contract would be in conflict with this section. Employees who voluntarily leave the Company's employment and are rehired within six (6) months from their last day of work shall be considered to have continuous employment notwithstanding the gap in employment.

41.2 Salaried sales employees shall have a separate seniority list from the commission sales employees.

41.3 Ad Artists shall have a separate seniority list from Graphic Artists.

ARTICLE 42
ADVERTISING SALES EMPLOYEES

42.1 The Employer may create outside commission sales positions. Except as modified in this Article 42, commission sales employees shall be covered by the following Articles of this Agreement only: 1 (Guild Recognition); 2 (No Discrimination); 3 (To Whom Applicable); 4 (Guild and Agency Shop); 5 (Check-off); 6 (Information to the Union); 12 (General Wage Provisions); 24 (Health and Welfare Fund); 25 (401(k)); 26.1, 26.2 (Job Posting and Bidding); 27.1, 27.2, 27.4 (Security); 28 (Reduction in Force); 30.3 (Leave of Absence); 31 (Leave for United States Service); 32 (Health and Safety); 33 (No Strike/No Lockout); 36 (Outside Work); 37 (Bulletin Boards); 39 (Grievance Procedure); 40 (Arbitration); 41 (Seniority); and 46 (Duration). All other provisions in this Agreement are inapplicable to commission sales employees.

42.2 Notice of all sales positions shall be posted under the terms of Article 26 of this Agreement. Current employees who elect to apply will be given first consideration before other applicants are hired.

42.3 Within the areas of responsibility assigned by the Employer to each commission sales employee, said employee shall solicit orders for advertising in Employer publications or products except as set forth below. Without the prior written consent of the Employer, said employee shall not solicit orders for advertising from:

a. An advertiser whose advertising has been published in The Philadelphia Inquirer and Daily News within the-then preceding six (6) month period or advertisers who have spent more than $5,000 within the-then preceding six (6) month period.
b. Advertisers or categories of business appearing on the Employer's protected business list: or
c. An advertiser with one or more locations outside the Philadelphia PMSA who opens a location within the Philadelphia PMSA. The prohibition in subparagraph (c) applies only for the first six (6) months after the advertiser's location within the Philadelphia PMSA has opened.

42.4-6 Intentionally left blank.

42.7 The Employer will provide a monthly paid commission report to the Guild.

42.8 In accordance with Article 11, for each month of employment, each commission sales employee shall receive a minimum monthly draw against commission of $2,500 that will be forgiven. This draw will be paid in weekly increments. The Employer will determine the structure of commissions and any modifications thereto. Commission structures and any modifications thereto will not under any circumstance be subject to the grievance and arbitration process provided for in Articles 39 and 40 (Grievance and Arbitration) of this Agreement.

42.9 The Employer reserves the right to establish and/or change reasonable goals for each salaried or commission sales employee. These goals are not subject to grievance and arbitration procedures provided in Articles 39 and 40 (Grievance and Arbitration) of this Agreement. The Employer will provide the goals for each salaried or commission representative prior to the start

of each accounting period.

42.10 The Employer reserves the right to impose discipline including discharge for good and reasonable cause in accordance with Article 27 of this Agreement. Any employee determined by the Employer to have not made their revenue goal and have not completed their behavioral goals on the Advertising Sales Monthly Scorecard during the proceeding accounting period will be subject to progressive discipline. It is agreed that when an employee reaches the final warning stage of progressive discipline, the Employer, in its sole discretion, will have the right to transfer a salaried sales representative into a commission sales position. These transfers will not under any circumstance be subject to the grievance and arbitration process provided for in Articles 39 and 40 (Grievance and Arbitration) of this Agreement.

42.11 In accordance with Article 28 (Reduction in Force), separate seniority lists will exist for commission sales representatives and salaried sales representatives.

42.12 Nothing in this Article 42 restricts the Employer's right to continue using outside agencies as currently practiced.

42.13 Intentionally left blank.

42.14 When bargaining unit employees sell advertising into affiliated publications or enterprises (including on-line /New Media products and services), or through networks or independent agencies under "cross sell" arrangements, such sales will count toward the employee's goals. Incentives and/or commissions will be paid for such sales according to the applicable plan. However, Guild jurisdiction over these sales assignments will be non-exclusive. Regardless of any jurisdictional limitations set herein, including but not limited to those in Article 3, non-employees may sell advertisements (including related billing) into any Employer product. Such sales may be made by affiliated publications or enterprises (including online services), or through networks or independent agencies, (including under "cross sell" sales arrangements).

(a) When employees at the Employer's affiliates sell advertising that will be published, attached, or inserted in The Philadelphia Inquirer or Daily News, the applicable Employer salesperson will receive revenue credit, including applicable incentives and/or commissions for the portion of the advertisement that is inserted, attached or published in The Philadelphia Inquirer or Daily News.

(b) The Guild recognizes the Employer's right to utilize non-unit individuals who are not employed by the Employer to sell advertising into affiliated publications or enterprises (including online services) such as, but not limited to, individuals employed by Employer affiliates, individuals employed by another employer, and independent contractors.

(c) The parties agree that the Employer departments represented by the Guild at the time of the execution of this Agreement are listed in Article 3. The Guild will not use the work assignments resulting from this Article 42 as a means to attempt to represent or claim jurisdiction over any individuals selling advertising into affiliated publications or enterprises, including but not limited to Employer affiliates, through any means such as unit clarification procedures or contract grievance procedures. Nothing in this paragraph limits the Guild's right to organize.

42.15 The Employer shall have the right to require new hires for Advertising Outside Sales positions to enter into non-competition agreements.

42.16 The Employer shall notify the Guild forty-five (45) days in advance when it creates any new position in the Advertising Department that the Employer determines should be excluded from the bargaining unit based on the Employer's reasonable belief that the position is a managerial, supervisory, or confidential exclusion under the National Labor Relations Act. The forty-five (45) day notice to the Guild will include the job title and job description. In the event the Guild disagrees with the Employer that the position qualifies as a statutory exclusion under the National Labor Relations Act, the dispute shall be resolved through the grievance and arbitration process provided for in Articles 39 and 40 (Grievance and Arbitration) of this Agreement.

ARTICLE 43
JOINT SUSTAINABILITY COMMITTEE

The Employer will establish a joint sustainability committee to address environmental issues.

ARTICLE 44
MANAGEMENT RIGHTS

Except as set forth in this Agreement, all statutory and inherent rights, prerogatives and functions to manage the business, to direct and control the business and workforce, to make any decisions affecting the business, and to take actions necessary to carry out its business, are retained and vested exclusively in the Employer, including, but not limited to the following: the right to plan, determine, direct and control the nature and extent of all its operations and commitments; to determine the methods, procedures, materials, and operations to be used or to discontinue or to modify their use; to determine which programs and contracts to enter; to expand the business operations by acquisition, merger or other means; to discontinue the operation of the Employer by sale or otherwise, in whole or in part, its stock or assets; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

ARTICLE 45
SEPARABILITY

If any term or provision of this Agreement is adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement, which shall remain in full force and effect.

ARTICLE 46
PROFIT SHARING PLAN

Eligible employees (as determined in accordance with the provisions stated herein) shall participate in a profit-sharing plan. Benefits payable under the profit-sharing program shall be determined by taking into account the Employer's annual net income, as determined by the Employer's independent accounting firm in accordance with generally accepted accounting

principles. Employer's annual net income shall be adjusted for and shall not include non-cash items (income /expenses) that are reasonably determined by the Employer to be extraordinary or non-recurring.

The profit-sharing pool which will be distributed shall be equal to 25% of the Employer's annual net income before the profit-sharing pool expense, as adjusted. Profit sharing payments will be made within 30 days after the Employer's audited annual financial statements are finalized. To be eligible to receive benefits under the profit-sharing program for a given year, Employees must: (i) be actively employed as of December 31st; (ii) be actively employed as of the payment date (unless terminated after December 31st without cause or due to death or disability); and (iii) have worked at least 500 actual hours (including hours for time off with pay) during the year.

Distribution of the profit-sharing pool will be split evenly, on a per capita basis, among all union and nonunion employees of Employer except that (i) full-time employees who begin active employment after January 1st and (ii) part-time employees will receive a reduced pro-rata share based upon the ratio of (a) the number of actual hours (including hours for time off with pay) worked by the employee during the year over (b) the annual full time hours for the applicable employee.

Payments under the profit-sharing plan are not eligible compensation under any other employee pension or welfare benefit programs of the Employer and are not deferrable to a 401(k) plan sponsored by the Employer. All payments under the profit-sharing plan are subject to applicable Federal/State income tax withholdings.

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 distributed terms of this 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 the 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.

ARTICLE 47
DURATION

Section 47.1. Duration. This Agreement shall commence on ratification and expire on August 31, 2026.

Section 47.2. (a) Renewal. The Employer or the Guild may initiate negotiations for a new Agreement by notifying the other Party in writing at least ninety (90) days prior to termination of this Agreement. In the event such notice is not given by either Party, this Agreement shall continue in

effect until ninety (90) days' written notice of termination is given by either Party. Upon the giving of such notice, the Parties shall enter into negotiations as soon as possible.

(b) Dispute Resolution. Either Party shall have the right to demand, with thirty (30) days' written notice to the other, that the Parties meet to discuss any significant/substantive issues (i.e., jurisdiction, use of AI, etc.) related to the interpretation and implementation of the terms of this Agreement. The Parties agree that they will meet promptly upon receipt of such notice and confer in good faith to reach agreement on the issue(s). If, however, the Parties fail to meet or reach an agreement on the outstanding issue(s) within sixty (60) days, either Party may require the Parties to use the services of FMCS to negotiate the outstanding issue. FMCS is non-binding. It is understood that in the event that FMCS negotiations do not result in a mutually satisfactory resolution, the terms and conditions of the collective bargaining agreement shall continue in full force and effect. The terms of this Agreement shall remain unchanged unless agreed to by the Parties. Further, this provision is not intended to supersede the existing grievance and arbitration procedure.

IN WITNESS WHEREOF, the parties hereto, intending that they, their successors and Assigns, shall be legally bound hereby, have set hereunto their hands and seals this ___ day of _____, 2024.

[SIGNATURE PAGE TO FOLLOW]

THE PHILADELPHIA INQUIRER, LLC

By: Lauren Kauffman
Its: Sr. Vice President/People and Culture

By: Gabriel Escobar
Its: Sr. Vice President and Editor

FOR NEWSPAPER GUILD OF GREATER PHILADELPHIA, TNG/CWA LOCAL NO. 38010

By: William Ross
Its: Executive Director

By: Diane Mastrull
Its: President

Side Letter No. 1
(Continue to apply to 9/1/23 – 8/31/26 CBA)

July 7, 2015

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

Dear Bill:

It is agreed that as part of this Agreement, the Employer shall have the right to offer a reduced work week program (4-day work week). Employees will remain on a reduced work week schedule for the term of this Agreement.

Employee may return to full time status before the end of that period if a full-time position for which he/she qualifies becomes available.

Sincerely,

/s/ Stan Wischnowski

Stan Wischnowski
Vice President, News Operations

ACCEPTED AND AGREED:

/s/ William Ross

William Ross, Executive Director
Newspaper Guild /CWA Local 38010
July 7, 2015

Side Letter No. 2
(Continue to apply to 9/1/23– 8/31/26 CBA)

July 7, 2015

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

Dear Bill:

It is agreed that the Employer will continue, in its sole discretion, to develop, communicate and implement performance management systems applicable to all Guild members. The purpose of the performance management systems is to identify the skills and competencies required for the job performance of various positions covered by this Agreement. The Employer will, in its sole discretion, create performance standards of both a qualitative and quantitative nature and develop and implement a performance evaluation instrument. The instrument may provide for the delivery of performance improvement and/or corrective action at thirty-day intervals not to exceed ninety days. Failure to comply with performance improvement plan within the specified time may result in dismissal subject only to the good and reasonable cause standard. The Union agrees to allow performance evaluation documentation for disciplinary proceedings. The Employer will conduct periodic informational sessions with the Guild to report on the progress of the development and implementation of the performance management program. Prior to the implementation of the performance management program, the Employer will provide orientation on the performance evaluation process to Guild members and management training on conducting performance reviews. The performance management process will be managed by the Human Resources department. It is agreed by the parties that no further bargaining is required on the terms of this paragraph.

Sincerely,

/s/ Stan Wischnowski
Stan Wischnowski
Vice President, News Operations

ACCEPTED AND AGREED:

/s/ William Ross
William Ross, Executive Director
Newspaper Guild /CWA Local 38010
July 7, 2015

Side Letter No. 3
(Continue to apply to 9/1/23 – 8/31/26 CBA)

Keith Black
Vice President/Human Resources
Philadelphia Media Network
801 Market Street, Suite 300
Philadelphia, PA 19107

Dear Keith:

It is agreed that as part of this Agreement, the Philadelphia Media Network (Employer) acknowledges that the Finance Department's Guild Internal Auditors will be recognized under Article 3 – To Whom Applicable and all provisions set for in this Agreement will apply to all present and future employees of this job classification.

It is agreed that as part of this Agreement, the Newspaper Guild recognizes the Employer's elimination of the Group 7 Newsprint Clerk job classification. This recognition does not alter the position that the Newspaper Guild has set forth in the pending Returns Room Arbitration TNG-CWA Local 38010 v. Interstate General Media – Case 01-15-0002-8467.

Both Philadelphia Media Network and the Newspaper Guild agree that the final placement of the Internal Auditors into Article 11 – Minimum wages will be as set forth per the pending Arbitration Award indicated above.

Sincerely,

/s/ William Ross
William Ross
Executive Director – Newspaper Guild

ACCEPTED AND AGREED:

/s/ Keith Black
Keith Black, Vice President/ Human Resources
Philadelphia Media Network (Newspapers) LLC
October 22, 2015

Side Letter No. 4
(Intentionally Deleted – Replaced with Article 24 – Health and Welfare Fund)

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 21sr. 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 1.

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 often 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 are 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,

/s/ Keith Black
Keith Black
Vice President, Human Resources

ACCEPTED AND AGREED:

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

Side Letter No. 5
(Continue to apply to 9/1/23 – 8/31/26 CBA)

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,

/s/ Keith Black
Keith Black
Vice President, Human Resources

ACCEPTED AND AGREED:
/s/ William Ross
William Ross, Executive Director
Newspaper Guild/CWA Local 38010
June 27, 2017

Side Letter No. 6

(Continue to apply to 9/1/23 – 8/31/26 CBA)

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

Dear Bill:

In light of the recent transition in benefit providers, and for the sake of clarity, the parties acknowledge and agree as follows:

A. Work performed by eligible employees through March 31, 2018 entitled said employees to coverage through the Teamsters Health and Welfare Fund of Philadelphia and Vicinity ("Vicinity Fund") through May 31, 2018. Payment in full to the Vicinity Fund for coverage through May 31, 2018 has been made by the Employer. Beginning on June 1, 2018, eligible employees covered by this Agreement shall obtain coverage through the Teamsters Local 830 Employee Benefit Funds.

B. The following revisions are made to Article 24.1 of the Collective Bargaining Agreement:

- The first two sentences shall read follows: "The parties agree to move to the Teamsters Local 830 Employee Benefit Funds (hereinafter "Teamsters 830 Funds"), effective June 1, 2018. The specific terms and conditions of participation in the Teamsters 830 Funds are set forth in Side Letter 6, which is attached and hereby fully incorporated into this Collective Bargaining Agreement."
- The reference to the "Vicinity Fund" in the third sentence shall be changed to "Teamsters 830 Funds."

C. The following provisions shall supersede Side Letter No. 4 (dated June 27, 2017) in its entirety: 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, 2018, the Employer agrees to remit contributions to the Teamsters Local 830 Employee Benefit Funds (hereinafter "Teamsters 830 Funds") in the manner described in the Sections below.

Section 2.

The Employer shall remit to the Teamsters 830 Funds at the monthly amounts set forth immediately below on behalf of each enrolled full-time and regular part-time employee of the Employer covered by the terms of this Agreement:

Employee Only	$ 743.78
EE plus child	$1,109.60
EE plus children	$1,587.37
EE plus spouse	$1,689.02
Family	$2.168.92

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.

In the event the Teamsters Local 890 Funds increase the rates, the Employer will cover up to six percent (6%) of an enrolled employee's annual increase. Should the needed increase for an enrolled employee's coverage exceed six percent (6%) in any year, the employee shall be responsible for any needed increase above six percent.

Employees shall be eligible for coverage on the first of the month following their month of hire. If an employee's spouse is offered affordable coverage through his or her employer, that spouse will not be eligible for coverage with the Teamsters 830 Funds.

Required Employer contributions to the Teamsters 830 Funds and participation by part-time employees shall be determined as follows:

- Part time members with full medical coverage or dental only coverage in the Newspaper Guild Health & Welfare Plan as of April 6, 2017, which was the ratification date, will be grandfathered into the Teamsters 830 Funds, regardless of the average weekly hours paid over the 12 months prior to April 6, 2017.

- All part time members who have at least 30 average weekly paid hours over the 12 months prior to May 1, 2018 may elect coverage.

- Part time members hired after May 1, 2018 with fixed number of hours of at least 30 hours per week may elect coverage.

d) Part time members hired after May 1. 2018 with variable hours will not be eligible to participate in the plan until after 10 full months from the date of hire. If the member has at least 30 average weekly paid hours over the 10 months, he/she may then elect to enroll in the Teamsters 830 Funds and their coverage, if elected, will begin on the first day of the 11'" month after the date of hire. Part time members with less than 30 average weekly paid hours over the 10 months will not be eligible for participation.

e) 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 over the 10 months will not be eligible for participation.

Section 3.

The nature and amount of benefits covered by the Employer contributions referred to above shall be determined from time to time by the Trustees of the Health and Welfare Fund.

Section 4.

Teamsters 830 Funds will prepare an invoice for each month's coverage based on employee enrollment for that month and forward it to the Employer by the 10th of the month. The Employer will remit payment to the Teamsters 830 Finds by the end of the month.

Sincerely,

/s/ Keith Black
Keith Black
Vice President, Human Resources

ACCEPTED AND AGREED:

/s/ William Ross
William Ross, Executive Director
Newspaper Guild/CWA Local 38010

Side Letter No. 7
(Continue to apply to 9/1/23 – 8/31/26 CBA)

March 8, 2021

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

Dear Bill:

It is agreed that Article 16.1 shall be amended as follows to include Martin Luther King, Jr. Day as a paid holiday.

16.1 New Year's Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day will be paid holidays. If a paid holiday falls on a Saturday, the previous Friday will be considered as the holiday. If a paid holiday falls on a Sunday, the following Monday will be considered as the holiday.

Sincerely,

/s/ Lauren Kauffman
Lauren Kauffman
Sr. Vice President, People & Culture

ACCEPTED AND AGREED:

/s/ William Ross
William Ross, Executive Director
Newspaper Guild/CWA Local 38010

Side Letter No. 8
(Continue to apply to 9/1/23 to 8/31/26 CBA)

August 25, 2023

Mr. William Ross
Executive Director
News Guild/CWA Local 38010

Dear Bill:

It is agreed by the parties as follows:

Given the complexity that Generative Artificial Intelligence (AI) has had, and is anticipated to have, on the publishing industry, the parties hereby agree to meet and discuss the Company's use of AI once the two exploratory committees (the company-wide working group and the newsroom group) have issued recommendations on AI's use, but in no event will that be later than six (6) months from the date of this Side Letter.

Further, in the interim:

- Employees are encouraged to experiment with various AI tools and think about how those tools might aid in their work responsibilities, help the creative process and/or improve overall workflow.
- Employees may not rely on any AI tools as a source for facts.
- There may be limited instances in which the Company will consider publishing AI generated content. For instance, digital editors have been approved to use HeadlineHero.io to assist with headline brainstorming. All other uses require careful review and will be utilized only with explicit approval from management.
- While the Company retains the right to experiment and evaluate the ways in which AI could impact its journalism and workflows, there will be no material changes to bargaining unit positions due to AI during this interim period.
- The parties to the agreement will meet and discuss any new positions created by the Company involving AI to determine if that position and its responsibilities fall within the Guild's jurisdiction prior to hiring an employee to fill that role.

Sincerely,

Tom Zipfel
Vice President, Labor Relations

ACCEPTED AND AGREED:

_____
William Ross, Executive Director
News Guild/CWA Local 38010

Side Letter No. 9

January 31, 2022

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

Dear Bill:

This side letter is to amend Article 16.1 to reflect that the Company will hereby add two additional paid employee holidays, effective in calendar year 2022: Juneteenth, which is observed on June 19, and the day after Thanksgiving which is observed the Friday following the Thanksgiving holiday.

Sincerely,



Lauren Kauffman
Senior Vice President, People & Culture

ACCEPTED AND AGREED:

_____
William Ross, Executive Director
Newspaper Guild /CWA Local 38010

The Philadelphia Inquirer
100 S. Independence Mall West, Suite 600, Philadelphia, PA, 19106

VIA EMAIL
bross@local-10.com

Mr. William Ross
Executive Director
News Guild/CWA Local 38010

Dear Bill:

It is agreed by the parties as follows:

The following stand-alone provisions shall govern the terms and conditions of the full-time and regular part-time employees represented by the Union and employed by the Employer inside the following Departments: Data and Insight; User Research; Product Management; Product Design; and Engineering ("PDE Group").

ARTICLE I
RECOGNITION

Section 1.1. Recognition. The Employer recognizes the NewsGuild as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for those employees who became bargaining unit members as part of the Recognition Agreement dated May 20, 2025.

Section 1.2. Bargaining Unit. (a) Included: All full-time and regular part-time employees employed by the Employer who work inside the following Departments: Data and Insights; User Research; Product Management; Product Design; and Engineering.

(b) Excluded: Excluding any employee who is statutorily exempt from the bargaining unit as a supervisor and/or confidential employee, or any other employee exempt as defined under the National Labor Relations Act.

(c) Further Excluded: The NewsGuild acknowledges that it does not represent any non-bargaining unit employees (i.e., third party representatives/contractors, software-as-a-service firms, or employees of outsourcing firms) who currently or will in the future perform bargaining unit work.

ARTICLE II
JURISDICTION & WORK ASSIGNMENTS

Section 2.1. Work Assignments and Jurisdiction. (a) The Employer shall have the unilateral right to make any and all work assignments, including but not limited to the right to assign current bargaining unit employees work that is not at the time being performed by bargaining unit employees. Following any material change to the duties or responsibilities of a position, the job description for that position will be reviewed and, if necessary, updated.

(b) The work of bargaining unit employees shall be work presently performed by them, and new or additional work assigned to them by the Employer. However, nothing in this Agreement shall be construed as giving the NewsGuild exclusive jurisdiction over, or an exclusive right to, perform any work. The Employer has the right to utilize individuals outside of the bargaining unit to perform duties and responsibilities performed by employees currently in the bargaining unit.

(c) The NewsGuild acknowledges that it does not have jurisdictional rights related to the work outsourced by PDE, and it further agrees not to pursue during bargaining any right to jurisdictional rights related to the work outsourced by PDE.

(d) The Employer has the right to utilize individuals outside of the bargaining unit to perform work performed by employees in the bargaining unit. By way of illustration, the Employer's rights in this regard include the following:

(i) There is no restriction on supervisors and managers performing bargaining unit work;
(ii) There is no limitation on the work currently outsourced by PDE;
(iii) There is no limitation on hiring temporary employees beyond existing policies and federal, state or local law.

(e) The Employer agrees to provide the Guild with ten (10) business days-notice of any decision to eliminate an entire core functional area currently represented in the bargaining unit – such as engineering, product design, user research, agile practitioners, or data analytics.

Section 2.2. Assignments of Work. Work assignments and changes therein shall be made at the Employer's discretion. Employees in the bargaining unit may be assigned any work without regard to job title. Assignments may be regular, temporary and/or intermittent in nature, depending on the needs of the Employer.

Section 2.3. Right to Refuse a Promotion or Transfer. No employee shall in any way be penalized for refusing to accept a promotion or a transfer.

Section 2.4. Transfers. No employee shall be transferred by the Employer to a position outside of the bargaining unit without the employee's consent.

ARTICLE III
HOURS, PREMIUM PAY, & OVERTIME

Section 3.1. Normal Workday. The normal workday for full-time employees consists of 7.5 hours. The normal workday for part-time employees shall be as assigned by the Employer.

Section 3.2. Normal Workweek. The normal workweek for full-time employees is 37.5 hours. The normal workweek for part-time employees is less than thirty (30) hours.

Section 3.3. Overtime. Overtime shall be paid in accordance with the Fair Labor Standards Act and all other applicable laws to those employees who are hourly non-exempt employees. Consistent with federal, state and local law, salaried exempt employees will not be paid overtime.

Section 3.5. Work Schedules. Work schedules shall be assigned and may be revised by the Employer. Barring emergencies or urgent business needs, reasonable notice will be given to affected employee(s) of schedule changes in advance.

If the Employer determines that a temporary schedule change shall become permanent, the Employer will provide the affected employee(s) with at least five (5) working days' notice before the change becomes permanent.

Section 3.6. No Guarantee. This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or the number of days or hours of work per week.

ARTICLE IV
ENTIRE AGREEMENT

Section 4.1. Entire Agreement. (a) This Agreement represents the complete and entire agreement between the parties and there are no practices, understandings or agreements, written or oral relating to wages, hours, or other terms and conditions of employment except those set forth herein or expressly incorporated by reference.

(b) This Agreement supersedes any prior agreements whether implied, express, written or oral between this Employer and the NewsGuild. The NewsGuild further acknowledges that there are no past practices of either party that would arise to the level of supplementing, amending or in any way superseding the express provisions of this Agreement or in any way modifying or infringing on the rights of management as provided for herein.

Section 4.2. No Limitation by Custom or Practice. The rights of the Employer as provided for in this Agreement cannot be limited or modified by custom or practice but only by written and dated agreement of the parties, provided that no such purported amendment will be binding on the Employer unless: (a) it is signed by the Publisher or their representative; (b) expressly states in writing that "it is the intention of the Parties to modify the Parties' written Collective Bargaining Agreement;" and (c) is witnessed by the signature of a second manager or supervisor.

ARTICLE V
REDUCTION IN FORCE

5.1 The Employer must give the Guild written notice, at least thirty (30) days in advance, if practicable, but not less than fifteen (15) days, of its intention to lay off employees, and shall, during the period before the layoff becomes effective, meet and discuss with the Guild the effects of the proposed layoff. The Employer shall make every reasonable effort to retain employees. The Employer shall attempt to transfer employees with longer seniority to a classification containing a position which the employee previously held where, in the reasonable judgment of the Employer, the employee can perform as required, and shall attempt to fill any vacant positions with employees who have been displaced within the preceding twelve (12) months.

In the event that the Employer determines to lay off employees, the Employer will prepare a list of employees in the affected job classification(s) and rank such affected employees in the order of their seniority of employment with the Employer, as defined in Article 5.3. Substitute resignations by longer-term employees in the affected area shall be approved by the Employer in lieu of employees otherwise slated for layoff and such substitute employees voluntarily resigning shall be deemed eligible employees for purposes of severance. Decisions as to who may be laid off shall be determined by the Employer in its sole discretion. A primary factor to be considered shall be length of service, in addition to performance, qualifications, and skills and abilities.

Before the Employer lays off any employee it shall first offer a VSP with Separation Benefit as set forth in Article 23.4 in the existing CBA.

As set forth in Article 23.4, in order for an employee 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.

Decisions under this Article 5.1 are subject to the Grievance provisions but not the Joint Board process set forth in Article 39 of the existing CBA, and are not subject to the Arbitration provisions set forth in Article 40 of the existing CBA. Decisions under this Article 5.1 may, upon request of either party, be brought to non-binding, advisory mediation through the Federal Mediation and Conciliation Service.

5.2 The job titles currently held by Employees covered by this Agreement at the time of a reduction in force shall be considered as that Employee's classification for the purposes of Article 5.

5.3 Seniority shall be measured on the basis of total continuous service with the Employer, its affiliates and its predecessor entities.

5.4 Whenever practical (i.e., wherever there would be no significant difference in cost or efficiency of operations) part-time workers will be eliminated before the dismissal of full-timers in their classification.

ARTICLE VI
HEALTH & WELFARE

6.1. Employees covered by this Agreement will remain in the Employer's current health care plan (which includes medical, dental and vision) through 2026, unless the parties bargain otherwise. No material design changes to the health care plan will occur, unless the parties bargain otherwise.

6.2. As soon as practicable after ratification, payroll deductions for participating employees, at their selection of coverage under the plans offered by the Employer (i.e., HMO, HRA and HSA), shall be $20 per pay period for single coverage and $50 per pay period for other-than-single coverage for medical, vision and dental coverages. These rates shall not increase for the duration of this Agreement, unless the parties bargain otherwise. Employees covered by this Agreement shall be permitted to enroll in or modify their coverage selection at the contribution rates set forth above during the current 2026 open enrollment period (and extended period up to January 1, 2026).

ARTICLE VII
VACATION

7.1. The Employer's vacation policy (including but not limited to the accrual method) set forth in its Employee Handbook (Updated September 2023) shall apply to the employees covered under this Agreement, unless the parties bargain otherwise.

ARTICLE VIII
PART-TIME EMPLOYEES

8.1 Part-time employees who perform work covered by this Agreement are subject to all terms of this Agreement. Their wages and benefits shall be computed on a pro-rata basis in proportion to time worked. Part-time employees will not be entitled to experience increases, subsequent to hiring, until they have actually worked for the Employer a total number of days or hours equaling the period established for full-time employees.

8.2 Employees may, by mutual consent of the employee and Employer, convert to part-time status or be assigned work schedules inconsistent with Article 3 after returning from parental leave or because of personal needs or family emergencies. Any such change to part-time status or change in schedule shall not be implemented prior to written notification to the Union. An employee may continue in part-time status or inconsistent schedule for no longer than one year, unless the period is extended by mutual consent of the employee, the Employer and the Guild.

8.3 Regardless of any other seemingly conflicting provision of this Agreement, when an employee who has been absent because of illness or parental leave returns to work, any other employee hired because of the first employee's absence may be dismissed by the Employer. Any employee transferred to a different position because of the first employee's absence may be returned to their former position, and to their former rate of pay, or the scale then applicable to the former position if that then is higher than their former pay. The Guild and the employee affected by this section shall be notified in writing of its existence and of the nature of the substitution at the time of hiring or transfer, as the case may be.

ARTICLE IX
ONE TIME PAYMENT

9.1 On the regular payday two (2) weeks after ratification: (1) employees covered by this agreement who currently earn less than $100,000 per year shall receive a one-time, lump sum payment in an amount equal to $1,000 (minus applicable taxes); and (2) employees covered by this agreement who currently earn more than $100,000 per year shall receive a one-time, lump sum payment in an amount equal to $500 (minus applicable taxes).

ARTICLE X
DURATION

10.1. Duration. This Agreement shall commence on ratification and expire on August 31, 2026.

(a) Renewal. The Employer or the Guild may initiate negotiations for a new Agreement by notifying the other Party in writing at least ninety (90) days prior to termination of this Agreement. In the event such notice is not given by either Party, this Agreement shall continue in effect until ninety (90) days' written notice of termination is given by either Party. Upon the giving of such notice, the Parties shall enter into negotiations as soon as possible.

(b) Dispute Resolution. Either Party shall have the right to demand, with thirty (30) days' written notice to the other, that the Parties meet to discuss any significant/substantive issues (i.e., jurisdiction, use of AI, etc.) related to the interpretation and implementation of the terms of this Agreement. The Parties agree that they will meet promptly upon receipt of such notice and confer in good faith to reach agreement on the issue(s). If, however, the Parties fail to meet or reach an agreement on the outstanding issue(s) within sixty (60) days, either Party may require the Parties to use the services of FMCS to negotiate the outstanding issue. FMCS is non-binding. It is understood that in the event that FMCS negotiations do not result in a mutually satisfactory resolution, the terms and conditions of the collective bargaining agreement shall continue in full force and effect. The terms of this Agreement shall remain unchanged unless agreed to by the Parties. Further, this provision is not intended to supersede the existing grievance and arbitration procedure.

It is further agreed the certain provisions contained in the collective bargaining agreement reached between the Employer and the NewsGuild of Greater Philadelphia TNG/CWA, Local 38010, AFL-CIO and dated September 1, 2023 (hereinafter "the existing CBA"), shall apply to the PDE Group. Those provisions include:

Diversity, Equity & Inclusion/No Discrimination (Article 2)
Guild and Agency Shop (Article 4)
Check-off (Article 5)
Information to the Union (Article 6)
General Wage Provision (Article 12 – Section 12.1 only)
Home Office Expense (Article 13 - Section 13.2 only)
Expenses (Article 15)

Holidays (Article 16)
Personal Days (Article 17)
Bereavement Leave (Article 18)
Jury Duty Leave (Article 19)
Voting Time Leave (Article 20)
Sick Leave (Article 22)
Severance Pay (Article 23)
401(k)(Article 25)
Security (Article 27)
Leaves of Absence (Article 30)
Leave for US Service (Article 31)
No Strike/No Lockout (Article 33)
Bulletin Boards (Article 37)
Outside Work (Article 36)
Grievance Procedure (Article 39)
Arbitration (Article 40)
Seniority (Article 41 – only Section 41.1)
Management Rights (Article 44)
Separability (Article 45)
Profit Sharing (Article 46)
Side Letter 2
Side Letter 7
Side Letter 8

Additional Provisions:

No other provisions contained in the existing CBA shall apply to the PDE Group unless specifically set forth herein.

Should there be a conflict between the terms set forth herein and the terms of the existing CBA as it relates to the above-reference provision, the terms set forth herein shall take precedence.

Should there be any ambiguity as to how to interpret the provisions of the existing CBA that are incorporated herein, the parties shall meet and confer in an effort to clarify and/or resolve such ambiguity.

The incorporated provisions of the existing CBA shall be interpreted in a manner that is relevant to the PDE Group.

By incorporating certain provisions of the existing CBA into this agreement, neither the Union nor the Employer intend to change the terms and conditions of the existing CBA. In other words, the existing CBA shall remain unchanged unless agreed upon separately, in writing, by the parties.

Sincerely,

Tom Zipfel
Vice President, Labor Relations

ACCEPTED AND AGREED:

William Ross

William Ross, Executive Director
News Guild/CWA Local 38010