

**UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT**

PG PUBLISHING CO., INC.)	
d/b/a PITTSBURGH POST-GAZETTE	)	Nos. 24-2788
	)	24-3057
Petitioner/Cross-Respondent)	
	)	Board Case Nos.
v.	)	06-CA-248017
	)	06-CA-263791
NATIONAL LABOR RELATIONS BOARD	)	06-CA-269346
)	
Respondent/Cross-Petitioner)	
)	
and)	
)	
NEWSPAPER GUILD OF PITTSBURGH/)	
CWA LOCAL 38061)	
)	
Intervenor)	

**RENEWED EMERGENCY MOTION OF THE NATIONAL
LABOR RELATIONS BOARD FOR ADJUDICATION IN
CIVIL CONTEMPT AND FOR OTHER CIVIL RELIEF**

To the Honorable, the Judges of the United States
Court of Appeals for the Third Circuit:

The National Labor Relations Board (“Board” or “NLRB”), by its Deputy Associate General Counsel, respectfully renews its motion to the Court to adjudge PG Publishing Co., Inc. d/b/a Pittsburgh-Post Gazette (“the Company”) in civil contempt for failing and refusing to comply with an injunction issued by this Court almost ten months ago, on March 24, 2025. The Board first moved on June 17 for this Court to hold the Company in contempt for its failure to comply with the

Court's time-sensitive directive to rescind, on request of the Newspaper Guild of Pittsburgh/CWA Local 38061 ("the Union"), the unilateral changes made to bargaining-unit employees' health insurance in July 2020. While the Court denied the Board's motion without prejudice, it reiterated the terms of the injunction. The Company subsequently sought a stay of the injunction from the Supreme Court, which was swiftly denied. As shown below, civil contempt sanctions are urgently needed at this juncture because the Company has repeatedly demonstrated that it will flout compliance in the absence of coercive measures.

FACTUAL BACKGROUND

A. During 2020 Collective Bargaining, the Company Unilaterally Eliminates Its Union-Represented Employees' Healthcare and Institutes a New Healthcare Plan¹

The Company publishes the Pittsburgh Post-Gazette, a print and electronic newspaper. The Union represents the Company's editorial-department employees for purposes of collective bargaining. The parties' most recent collective-bargaining agreement expired on March 31, 2017. Under that agreement, bargaining-unit employees received health insurance through the Western

¹ The operative facts are fully discussed in the Board order issued against the Company on September 20, 2024, reported at 373 NLRB No. 93, and enforced by this Court on November 10, 2025 (ECF Nos. 105 & 106).

Pennsylvania Teamsters and Employers Welfare Fund (“the Fund”).²

From the outset of negotiations over a successor collective-bargaining agreement, the Company sought far-ranging control over employees’ terms and conditions of employment, including healthcare benefits. Thus, the Company not only proposed to transition employees out of the Fund and into a company healthcare plan, it also maintained it should be able to change or terminate healthcare coverage at will.

In June 2020, with contract negotiations not yet concluded, the Company presented a “final offer” to the Union, in which it continued to seek unfettered discretion over matters such as healthcare benefits. Soon thereafter, the Company announced that it believed the parties were at a bargaining impasse. And on July 27, relying on the suggestion of an impasse—with which the Union vigorously disagreed—the Company implemented many of the terms of its final offer. As relevant here, the Company substituted its healthcare plan for the employees’ collectively bargained health insurance through the Fund.

² The Fund’s name has changed since the execution of the collective-bargaining agreement. *See PG Publ’g Co.*, No. JD-41-24, 2024 WL 3355062, at *4 n.11 (2024) (noting change of name occurred around February 2022). The Fund is now known as the Employment Partners Benefits Fund. (ECF No. 80, Attachment A.)

B. The Board Finds the Unilateral Changes Unlawful and Orders the Company To Rescind Them Upon the Union's Request

In a September 20, 2024 Decision and Order, the Board found that the Company violated Section 8(a)(5) and (1) of the National Labor Relations Act, 29 U.S.C. § 158(a)(5) and (1), by failing to bargain in good faith with the aim of reaching a collective-bargaining agreement with the Union, and by unilaterally implementing the terms of the Company's July 27 final offer at a time when the parties were not at a bargaining impasse. As a remedy, the Board ordered, *inter alia*, that the Company cease and desist from the unfair labor practices found, bargain with the Union on request, submit bargaining progress reports to the Board every 30 days, and "on request by the Union, rescind the unilateral changes to the unit employees' terms and conditions of employment implemented on about July 27, 2020."

C. The Board Seeks Injunctive Relief Pending Litigation Over the Order; the Court Grants the Injunction As to Healthcare Benefits and the Union Promptly Requests Rescission of the Healthcare-Related Unilateral Changes

After the Board's order issued in September 2024, the Company elected not to comply but instead to petition for review of the order in this Court. *See* 29 U.S.C. § 160(f). The Board cross-applied for enforcement and, in December 2024, filed a motion for injunctive relief pending the Court's resolution of the case. (ECF No. 21.) *See* 29 U.S.C. § 160(e). In support of its motion, the Board

explained that interim relief—including an order that the Company immediately rescind its unilateral changes and bargain with the Union for a contract—was necessary “[t]o preserve the Board’s remedial authority” given that the Company’s unfair labor practices have severely destabilized, and could ultimately obliterate, the bargaining unit. (ECF No. 21, p. 2.)

On March 24, 2025, the Court issued an Order granting, in part, the requested relief. The Court directed, in relevant part, that the Company bargain with the Union and

[o]n request by the Union, rescind the changes in the terms and conditions of employment related to health insurance for its unit employees that were unilaterally implemented on about July 27, 2020.

(ECF No. 57, ¶ (c).)³ On March 26, two days after the Court’s Order issued, the Union requested that the Company “rescind the changes” it made to health insurance on July 27, 2020, and return to the Fund health insurance previously in place. (ECF No. 80, Attachment B).

D. The Company Petitions for Rehearing *En Banc* and Also Requests Clarification of the Order; the Court Denies Those Requests

Notwithstanding the Union’s request, which triggered the Company’s obligation to “rescind the changes in the terms and conditions of employment

³ Although the Company’s compliance with its bargaining obligation under the Order is not the subject of this motion, the Company’s failure to restore the status quo on a significant issue (healthcare) has impeded bargaining. The parties last met for contract negotiations pursuant to the Court’s March 24 Order on June 5.

related to health insurance,” the Company took no steps towards rescission. Instead, it filed a petition for rehearing *en banc* and, concurrently, moved for “clarification that the Court’s Order allows the Company to continue the existing plan coverage for employees while negotiating for a replacement plan with the [Union].” (ECF No. 59, p. 2.) Meanwhile, in response to the Union’s March 26 rescission request, the Company told the Union it would only “bargain over the effects of the Court’s Order” to rescind its unilaterally implemented company health insurance. (ECF No. 80, Attachment C.)

On April 29, the Court denied the Company’s petition for rehearing *en banc* without requesting a response from the Board. (ECF No. 69.) In the same order, the Court also denied the Company’s motion for clarification. (ECF No. 69.)

E. The Board Files an Emergency Motion Asking the Court to Hold the Company in Contempt, Which the Court Denies Without Prejudice; the Company Seeks a Stay of the Injunction, Which the Court Also Denies

On June 17, the Board filed an emergency motion asking the Court to hold the Company in civil contempt. (ECF No. 80.) The motion detailed the Union’s exhaustive attempts to facilitate the Company’s compliance with the Court’s March 24 Order, the Regional Director’s repeated requests for documentary evidence of compliance, and the Company’s continued intransigence. (ECF No. 80, pp. 6-8.)

On November 10, the Court denied the Board’s emergency motion without prejudice. (ECF No. 107.) However, the Court made a point of “clarify[ing]” that its March 24, 2025 order required the Company to “revert health insurance coverage for unit employees to the coverage provided prior to the unilateral implementation of terms; specifically, reversion to health insurance coverage and pricing as set forth in Exhibit B to the 2014–2017 Agreement Between Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh, JA596–99.” (ECF No. 107.) That same day, the Court issued its opinion and judgment enforcing the Board’s underlying order in full and denying the Company’s petition for review. (ECF Nos. 105 & 106.)

About a week later, the Company filed a motion to stay the Court’s injunction, as set out in the March 24 Order and reiterated on November 10, pending the Company’s petition for *en banc* review of the Court’s opinion and judgment. (ECF No. 108.)⁴ After the Court denied the motion to stay on November 24 (ECF No. 111), the Company petitioned for rehearing *en banc* of that motion on December 1 (ECF No. 112). The Court, construing the petition for rehearing as a motion for reconsideration, *see* 3d Cir. I.O.P. 10.3.3, denied the motion on December 8. (ECF No. 113.)

⁴ The Company later filed such a petition (ECF No. 116), which the Court denied on January 14, 2026 (ECF No. 121).

F. The Company Seeks an Emergency Stay of the Injunction from the Supreme Court; After Entering a Temporary Administrative Stay, the Supreme Court Denies the Company's Application

On December 18, the Company filed an emergency application for a stay of this Court's injunction with the Supreme Court. Four days later, the Supreme Court, in an order entered by Justice Alito, granted a temporary administrative stay and ordered the Board to respond by January 5, 2026. (ECF No. 114.) On January 7, two days after the Board timely filed its response, the Supreme Court denied the Company's emergency application and vacated the temporary administrative stay entered by Justice Alito. (ECF Nos. 118 & 120.)

G. Hours After the Supreme Court's Denial, the Company Announces Its Intention to Close but Continue Operations Into May 2026; Nonetheless, It Takes No Steps to Comply with the Injunction

Within hours of the Supreme Court's denial of the Company's emergency application, Jodi Miehl, the president and chief operating officer of Block Communications, Inc., announced that the Company would continue to operate through May 3, 2026, after which it intended to close.⁵ (Attachments A & B.) Meanwhile, though the Fund has supplied the Company with all of the information and forms it needs to restore employees to the pre-existing Fund health insurance,

⁵ A corporate disclosure statement filed with the Company's opening brief identified Block Communications, Inc., a privately held Ohio corporation, as the sole owner of PG Publishing. (ECF No. 32, p. 2.)

the Company has taken no steps to do so. (Attachment C.)

I. ARGUMENT

A. This Court Should Enforce Its Order Through a Contempt Adjudication

1. The legal standard for civil contempt

A court has the inherent power to enforce compliance with its lawful orders through civil contempt. *See Spallone v. United States*, 493 U.S. 265, 276 (1990); *United States v. Harris*, 582 F.3d 512, 514 (3d Cir. 2009); *United States v. Ciampitti*, 669 F.Supp. 684, 687 (D.N.J. 1987). Indeed, “[t]he ability to punish disobedience to judicial orders is regarded as essential to ensuring that the Judiciary has a means to vindicate its own authority without complete dependence on other Branches.” *Young v. United States ex rel. Vuitton et Fils, S.A.*, 481 U.S. 787, 796 (1987).

To establish civil contempt, a movant must demonstrate by clear and convincing evidence: “that (1) a valid court order existed, (2) the defendant had knowledge of the order, and (3) that the defendant disobeyed the order.” *See Harris v. City of Phila.*, 47 F.3d 1311, 1326 (3d Cir. 1995) (citing *Roe v. Operation Rescue*, 919 F.2d 857, 871 (3d Cir. 1990)). If “there is ground to doubt the wrongfulness of the [defendant’s] conduct,” the court should not issue a civil contempt adjudication. *FTC v. Lane Labs-USA, Inc.*, 624 F.3d 575, 582 (3d Cir. 2010) (quoting *Robin Woods Inc. v. Woods*, 28 F.3d 396, 399 (3d Cir. 1994)).

Here, the Board is seeking the imposition of civil contempt sanctions to “coerce the [Company] into compliance with the court’s order, and to compensate the [Board] for losses sustained.” *United States v. United Mine Workers*, 330 U.S. 258, 303-04 (1947).

2. The Company is in contempt of the Court’s Order requiring it to rescind the unilaterally imposed company health insurance

a. This Court’s Order is valid and has been in full force and effect for nearly all of the past ten months

The Court’s Order was authorized by Section 10(e) of the Act which empowers the Board “to petition [a] court of appeals of the United States . . . for the enforcement of [its] order and for appropriate temporary relief or restraining order,” and enshrines the Court’s “power to grant such temporary relief or restraining order as it deems just and proper.” 29 U.S.C. § 160(e). Here, the Court acted well within this statutory grant of authority by ordering the Company to rescind its unilateral changes to employees’ healthcare benefits, upon request. *See Ahearn v. Remington Lodging & Hospitality*, 842 F. Supp 1186, 1207 (9th Cir. 2012) (order of injunctive relief requiring employer to, at the union’s request, rescind institution of a new medical insurance plan and reinstate the medical insurance plan provided for in the expired collective-bargaining agreement).

Although the Company previously asked the Court to reconsider its decision to issue the Order, or to clarify that the Order only requires the Company to

bargain over the “effects” of its unilateral changes, the Court denied those requests. (ECF No. 69.) Likewise, in its November 10 order denying the Board’s first contempt motion without prejudice, the Court reiterated that the Order required the Company to restore employees’ pre-existing health coverage. (ECF No. 107.) And although the Company attempted to have this requirement stayed, through an emergency application to the Supreme Court, it secured only a temporary administrative stay that lasted from December 22 to January 7, while the Supreme Court considered the parties’ arguments on the appropriateness of a stay. (ECF Nos. 118 & 120.) Apart from that brief two-week interval, the Order to “rescind the changes in the terms and conditions of employment related to health insurance for its unit employees that were unilaterally implemented on about July 27, 2020” has been in full force and effect for nearly ten months.

b. The Company has knowledge of the Order

At this juncture, there is no dispute that the Company has knowledge of the Court’s March 24 Order. If the Company ever had any genuine doubt regarding the Court’s directive that the Company rescind the unilateral changes to employees’ health insurance, the Court resolved it on November 10 when it explicitly stressed that the injunction required reinstatement of bargaining-unit employees’ previous healthcare plan. (ECF No. 107.)

c. The Company has violated the Court's Order

The Company is in flagrant violation of the Court's March 24 Order. The Union requested that the Company rescind the unlawful changes and, on May 2, 2025, the Union provided the Company with the forms necessary to do so. Since that time, the Company has had all of the information and forms it needs to rescind its July 2020 removal of employees from the Fund, as required by the Court's Order. (Attachment C.) Nonetheless, the Company has failed to take any steps to restore employees' healthcare, in defiance of multiple court orders reaffirming the validity of the injunction.⁶ (Attachment C.)

In sum, by failing to fully comply with this Court's Order issued almost ten months ago, the Company has thumbed its nose at the Order and the authority of this Court. Such conduct does not come close to the good faith and reasonable effort that is required to avoid an adjudication of civil contempt. *United States v. Ryan*, 402 U.S. 530, 533 (1971). Therefore, the Court should find the Company in civil contempt of the Order.

⁶ Although the Company has stated that it plans to close in May 2026, its announcement indicates it will continue operations for at least several months. During that time, employees are entitled to restoration to their pre-existing healthcare plan. Moreover, there is no certainty that the Company will in fact cease operations.

B. Appropriate Remedies

The Court has “broad discretion to fashion an appropriate civil contempt remedy” for a party’s failure to honor an order of the Court. *Ne. Women’s Ctr., Inc. v. McMonagle*, 939 F.2d 57, 70 (3d Cir. 1991) (citing *In re Arthur Treacher’s Franchisee Litigation*, 689 F.2d 1150, 1158 (3d Cir. 1982)). Civil contempt sanctions serve, among other things, to coerce compliance with a court order or to compensate a party for losses sustained from another party’s failure to comply with a court order. *See Int’l Union, United Mine Workers v. Bagwell*, 512 U.S. 821, 829 (1994); *McDonald’s Corp v. Victory Inv.*, 727 F.2d 82, 87 (3d Cir. 1984). To these ends, a court may impose various sanctions, among them: fines, reimbursement of costs to the complainant, and coercive incarceration. *See Ne. Women’s Ctr., Inc.*, 939 F.2d at 70.

When sanctions are intended to ensure future compliance with the order at issue, the court must “consider the character and magnitude of the harm threatened by continued contumacy, and the probable effectiveness of any suggested sanction in bringing about the results.” *United Mine Workers*, 330 U.S. at 304. Given the circumstances here, where the Company has ignored the explicit directive of the Court’s order of interim injunctive relief—without due regard to its time-sensitive nature, without any explanation, and for a period of nearly ten months—the Board requests that the Company be adjudged in civil contempt and that the Court impose

certain specified sanctions to coerce prompt future compliance and remedy past noncompliance.

1. Certification of compliance

The Board requests that the Court order the Company to comply with the Court's March 24 Order and, within fourteen (14) days of entry of the contempt order, file: (1) a certification on the Court's docket, signed by Tracy DeAngelo, the Company's president of publications, attesting to all steps that the Company has taken to comply with the March 24 Order; and (2) a certification on the Court's docket, signed by Jodi Miehl, Block Communications, Inc. president and chief operating officer, attesting to all steps that Block Communications, Inc. has taken to ensure that the Company has complies with the March 24 Order.

2. Prospective fines

Civil contempt sanctions are necessary in this case to compel the Company's compliance with the Court's March 24 Order and to prevent the Company from undermining the Court's grant of injunctive relief by impermissibly giving continued force to unilateral changes that the Court clearly sought to have undone upon the Union's request. The Court should set forth the penalty to be assessed if the Company continues to refuse to obey the Order following a reasonable time after this adjudication issues. *See McDonald's Corp.*, 727 F.2d at 87.

The Board requests that the Court impose prospective fines for the Company's ongoing contumacious conduct starting on the fourteenth (14th) day following issuance of the contempt order. Should the Company fail to comply within fourteen (14) days following the contempt order, the Board requests that the Court impose a fine of \$100,000 (or any other amount the Court deems necessary), and a further fine of \$5,000 per day for each day the Company fails to comply.

In addition, the Board requests that the Court impose: (1) a prospective fine of \$10,000 against Tracy DeAngelo and any officer, agent, attorney, or representative of the Company who, in active concert and participation with the Company and with notice and knowledge of the Court's contempt order, violates said order, and a further fine of \$1,000 per day for each day the Court finds the violations have continued; and (2) a prospective fine of \$10,000 against any officer, agent, attorney, or representative of Block Communications, Inc. who, in active concert and participation with the Company and with notice and knowledge of the Court's contempt order, violates said order, and a further fine of \$1,000 per day for each day the Court finds the violations have continued.

3. Attorneys' fees and costs

The Company's refusal to fully comply with the Court's Order has forced the Board and the Union to litigate a matter that should have been resolved months ago, yet remains outstanding, solely due to the Company's obstinacy. The Court

may issue sanctions that compensate the Board and Union for their losses. *See Elkin v. Fauver*, 969 F.2d 48, 52 (3d Cir. 1992). Accordingly, attorneys' fees and costs are within the Court's discretion and are appropriate to compensate the Board and the Union for expenses reasonably and necessarily incurred in their attempt to enforce compliance with the Court's Order. *See Robin Woods, Inc.*, 28 F.3d at 400 ("the cost of bringing the violation to the attention of the court is part of the damages suffered by the prevailing party").

The Board requests that the Court order the Company to pay to the NLRB and the Union all costs, expenses, and reasonable attorneys' fees incurred in connection with obtaining compliance with the Court's injunction. For the NLRB, such costs, expenses, and fees shall be calculated at the prevailing market rate in Washington, D.C., and, unless agreed to by the parties, shall be fixed by further order of the Court upon submission by the NLRB of a certified statement of such costs, expenses, and fees. Should any dispute arise respecting the NLRB's submission, as to which the Court may determine that a hearing is desirable, the Court, in its discretion, may refer such dispute to a special master, upon such terms as the Court shall determine, for a report and recommendation.

4. Discovery

In order to verify and ensure compliance with contempt orders, this Court and others have empowered the Board to obtain reasonable discovery. *See, e.g.*,

NLRB v. Teamsters Loc. 115, No. 93-3195, 1995 WL 853550, at *1 (3d Cir. July 20, 1995); *NLRB v. Baby Watson Cheesecake, Inc.*, No. 93-4023, 1995 WL 164758, at *3 (2d Cir. Feb. 1, 1995). To that end, the Board requests that the Court provide that the Board may obtain discovery from any person, including, but not limited to, the Company, its officers, agents, and employees; Block Communications, Inc., its officers, agents, and employees; and any person or entity which the Board, in its sole and unreviewable discretion, believes has relevant information, in the manner provided by the Federal Rules of Civil Procedure, upon any matter reasonably related to compliance with the contempt order. In providing for such discovery, the Court should, in the event that a dispute arises and upon the motion of either, appoint a special master, with such duties and powers as the Court shall specify, to supervise the discovery, and that failure to engage in discovery in the manner required by the Federal Rules of Civil Procedure shall be treated as contempt of this Court.

5. Additional coercive measures

The Board requests that, upon failure of the Company to purge itself of further civil contempt, the Court shall issue attachment against the Company for noncompliance, and civil body attachment against responsible officers, and take such other and further actions and grant such other relief to ensure compliance.

III. CONCLUSION

The time for full compliance with the Court's March 24 Order is long past, and in the meantime the bargaining-unit employees bear the weight of the Company's ongoing disobedience. The Court should grant this Renewed Emergency Motion and adjudicate the Company in civil contempt for its continued, flagrant noncompliance and issue an order directing the Company to take appropriate actions to purge itself of contempt.

WHEREFORE, the Board requests that its Renewed Emergency Motion be granted. A proposed order is submitted herewith (Attachment D).

/s/ Ruth E. Burdick
Ruth E. Burdick
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half Street, SE
Washington, D.C. 20570

Dated at Washington, D.C.
this 20th day of January 2026

ATTACHMENT A



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Pittsburgh Post-Gazette announces closure; industry reacts



(/uploads/original/20221007-102836-Pittsburgh Post-Gazette building.png.jpg)

Photo credit: Steph Chambers/Post-Gazette

Posted Thursday, January 8, 2026 10:30 am

Press Release | Pittsburgh Post-Gazette

Block Communications, Inc. and the Block family are saddened to announce that the Pittsburgh Post-Gazette plans to publish its final edition and cease operations on May 3.

Over the past 20 years, Block Communications has lost more than \$350 million in cash operating the Post-Gazette. Despite those efforts, the realities facing local journalism make continued cash losses at this scale no longer sustainable.

Recent court decisions would require the Post-Gazette to operate under a 2014 labor contract that imposes on the Post-Gazette outdated and inflexible operational practices unsuited for today's local journalism.

We deeply regret the impact this decision will have on Pittsburgh and the surrounding region. The Block family is proud of the service the Post-Gazette has provided to Pittsburgh for nearly a century and will exit with their dignity intact.

ATTACHMENT B

NewsRoom

1/7/26 Pitt. Post-Gazette (No Page)
2026 WLNR 590273

Pittsburgh Post-Gazette (PA)
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January 7, 2026

Post-Gazette to publish final edition and cease operations on May 3

Kris B. Mamula; Pittsburgh Post-Gazette

Jan. 7—Pittsburgh Post-Gazette owner Block Communications Inc. said Wednesday that it will cease publication of the newspaper May 3, an announcement that came just hours after the U.S. Supreme Court declined to consider a stay on enforcement of a lower-court ruling the newspaper had called onerous.

The decision from the company follows an extended legal battle with its unions at a time when the overall newspaper industry is struggling with declining advertising revenues and changing reader habits.

In November, the Third Circuit Court of Appeals ruled against the Post-Gazette in its fight with a union representing newsroom employees, ordering the newspaper to restore the terms of a labor agreement that expired in 2017 — including comparable health insurance coverage. A company appeal to the nation's high court brought a temporary stay in the case, but that ended with Wednesday's ruling.

The company, in announcing its decision to shut down the Post-Gazette, said the past 20 years have seen BCI lose more than \$350 million in cash operating the newspaper. The company, which traces its roots to the late 1700s, said the realities facing local journalism make "continued cash losses at this scale no longer sustainable."

"Since 2007, the Post-Gazette has operated at a significant loss, supported by hundreds of millions of dollars of the Block family's continued investment to keep the Post-Gazette open," Jodi Miehl, Block Communications president and chief operating officer, told employees in a video on Wednesday. "Despite those efforts, the realities facing local journalism have brought us to the sad moment."

Block Communications is a privately held media holding company founded in 1900. The company's headquarters are in Toledo, Ohio.

In a statement, the Block family said it deeply regretted how the decision will affect Pittsburgh and the surrounding region. The Block family said it was "proud of the service the Post-Gazette has provided to Pittsburgh for nearly a century."

Union leadership quickly criticized the decision and vowed to seek options to support local journalism, while public officials decried the loss of a important institution that kept citizens informed and pushed for transparency in government and other organizations.

Newspaper Guild of Pittsburgh President Andrew Goldstein said the decision to close punished journalists and the city.

"Instead of simply following the law, the owners chose to punish local journalists and the city of Pittsburgh," he said in a prepared statement. "Post-Gazette journalists have done award winning work for decades and we're going to pursue all options to make sure that Pittsburgh continues to have the caliber of journalism it deserves."

In a statement, Allegheny County Executive Sara Innamorato said the end of the Post-Gazette would be a "major loss" to the city.

"This is a major loss to the people of Pittsburgh when it comes to transparency in government, accountability from our institutions and learning about what is happening in our communities," she said.

Ms. Innamorato, who expressed concerns about the public's ability to access trustworthy and fact-checked information, said she "will be engaging local leaders to assess options for a more robust and sustainable local news ecosystem."

A similar reaction came out of Harrisburg.

"Local news is a critical part of our democracy," Will Simons, a spokesman for Gov. Josh Shapiro, told the Post-Gazette Wednesday evening. "For nearly 250 years, journalists and staff [at the PG] have been asking questions, holding leaders accountable, and keeping Pennsylvanians informed about what's going on in their community. This is a sad day for Western Pennsylvania and Pittsburgh."

The Post-Gazette traces its origins to 1786, when it was a four-page weekly called the Pittsburgh Gazette, the first newspaper published west of the Allegheny Mountains. The paper acquired its current identity in 1927 when Paul Block acquired its assets.

Word of the Post-Gazette's plan to close in May came a week after Block Communications announced it was ending publication of its Pittsburgh City Paper, which had been published for 34 years under various owners.

The closing fits a trend that began in 2025, according to a new study by the Northwestern University's Medill School of Journalism.

The newspaper industry has been under stress for years, with the closing of more than two newspapers per week on average due to changes in reader preferences, a decline in advertising revenue and other factors. But last year, most of the closures were newspapers belonging to smaller chains and independent owners, according to the Northwestern University report.

Wednesday's announcement will not affect publication of the Toledo Blade, the Post-Gazette sister newspaper in Ohio.

The company and its unions have been unable to negotiate new contracts for several years.

A switch to a different health insurance plan for employees in 2020, after the company said a bargaining impasse had been reached in contract negotiations, prompted a walkout in 2022 by five unions representing Post-Gazette employees. The company said the switch was needed to pare ongoing operating losses.

The court later ruled that the two sides had not truly reached an impasse.

The company reached agreements with four of its five unions, with about 30 Pittsburgh Newspaper Guild reporters, photographers and other editorial staff remaining on strike before returning to work in late November after the Third Circuit ruling.

During the walkout, many employees continued working, producing digital and print editions of the newspaper.

The closure will affect about 180 Post-Gazette employees.

Ms. Miehl said, in her video statement, that separation packages will be negotiated for union-represented employees, and severance packages offered to non-union employees who stay through the closing.

---- Index References ----

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End of Document

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NewsRoom

ATTACHMENT C



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January 14, 2026

Nancy Wilson
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Via email to: Nancy.wilson@nrlrb.gov

RE: Employment Partners Benefits Fund – PG Publishing, 06-CA-248017

Dear Nancy:

I am writing this letter in my capacity as fund counsel for the Employment Partners Benefits Fund (the “Fund”). I have served as fund counsel to the Fund since January 1, 2025. This letter will confirm the conversations we have had regarding the coverage provided by the Post-Gazette (the “Employer”) through the Fund for the Employer’s covered employees who are members of the Newspaper Guild of Pittsburgh/CWA Local 38061 (the “Union”).

In terms of what is needed to enroll the Union members in the Fund, this information was sent to the Employer on May 2, 2025. The Fund needs each member’s name, address, social security number and date of birth. The same information is required for any beneficiary to be covered. I have enclosed the Highmark application that is used to collect this information. Also enclosed is the Employer Update Sheet with basic contact and payment information needed from the Employer.

With regards to any Participation Agreement between the Fund and the Employer, the Fund has not asked the Employer to enter into a Participation Agreement. The Fund’s position is that the Collective Bargaining Agreement (the “CBA”) between the Union and Employer, which required the Employer to provide contributions to the Fund for coverage of the Union members, is still valid until a new CBA is reached. There is no other agreement that needs to be implemented between the Employer and the Fund as a prerequisite for the Fund providing coverage to the Union members.

It is also not necessary for other participating employers to enter into a Participation Agreement with the Fund, provided they are required to contribute to the Fund pursuant to a Collective Bargaining Agreement. A Participation Agreement then would only be required where the employer is not a party to a Collective Bargaining Agreement required contributions to the Fund.

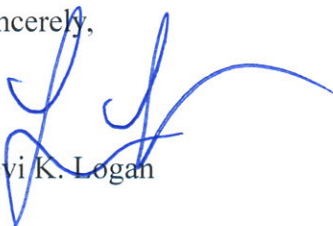
Nancy Wilson
January 14, 2026
Page | 2

Since my last letter dated June 12, 2025, the Employer has not provided any of the necessary information for the Union members to allow the Fund to enroll the members in coverage. I have not received any correspondence from the Employer's attorneys since the date of my letter. The Fund Office has also not received any correspondence from the Employer since the date of my letter.

Once the Fund receives the necessary enrollment information, it will take roughly three (3) weeks to complete the enrollment process. At this point, the Employer has missed the window for enrollment on February 1, 2026. The Fund would need the enrollment information by February 6, 2026 for coverage to be in place on March 1, 2026.

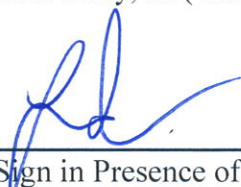
If you have any questions, please feel free to contact me directly.

Sincerely,



Levi K. Logan

cc: William Parry, Jr. (via email)

Signature 
(Sign in Presence of Notary Public)

Date: 1 / 14 / 26

State of: Pennsylvania County of: Allegheny. On January 14, 2026
the above-named person appeared before me and acknowledged that he or she signed this Letter for the reasons set forth herein.

Notary Public: 

[SEAL]:

Commission Expires: March 26, 2028

Commonwealth of Pennsylvania - Notary Seal
Ashley L. Fletcher, Notary Public
Allegheny County
My commission expires March 26, 2028
Commission number 1440429
Member, Pennsylvania Association of Notaries

EMPLOYMENT PARTNERS BENEFITS FUND

50 Abele Rd., Ste. 1005 Bridgeville, PA 15017

Telephone: 1-412-363-2700 ♦ Toll Free: 1-800-242-0410 ♦ Fax: 1-412-363-0580

Website: www.epbfund.com

Dear Employer:

Please update your company information below and return with your payment.

Company Name: _____

Contact Name: _____

Contact Number: _____

Contact Fax: _____

Contact Email: _____

Would you like your monthly invoice emailed? ☐ Yes ☐ No

Would you like information for ACH payments? ☐ Yes ☐ No

HEALTH INSURANCE ENROLLMENT APPLICATION

EMPLOYER INFORMATION										Employee Name													
Employee First Name/Middle Initial/Last Name										Social Security Number													
Street Address										City		State		Zip									
Employee Phone #										Employee Hire Date				FOR OFFICE USE ONLY		Effective Date							
()										Month		Day		Year		Group Number		PayLoc					
First Name / Middle Initial / Last Name										Social Security Number										Birthday		Sex	
																				Mo Dy Yr			
Self																							
Spouse																							
Child																							
Child																							
Child																							
Child																							

Employee Signature

Date

ATTACHMENT D

**UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT**

PG PUBLISHING CO., INC.)	
d/b/a PITTSBURGH POST-GAZETTE	)	Nos. 24-2788
	)	24-3057
Petitioner/Cross-Respondent)	
	)	Board Case Nos.
v.	)	06-CA-248017
	)	06-CA-263791
NATIONAL LABOR RELATIONS BOARD	)	06-CA-269346
)	
Respondent/Cross-Petitioner)	
)	
and)	
)	
NEWSPAPER GUILD OF PITTSBURGH/ CWA LOCAL 38061)	
)	
Intervenor)	

PROPOSED ORDER

To the Honorable, the Judges of the United States
Court of Appeals for the Third Circuit:

Upon the Renewed Emergency Motion of the National Labor Relations
Board for Adjudication in Civil Contempt and Other Civil Relief, the Court finds
that said motion is well taken and should be granted.

IT IS ORDERED THAT the Respondent, PG Publishing Co., Inc. d/b/a
Pittsburgh-Post Gazette, and its officers, agents, successors, and assigns, are
required to purge themselves of contempt of the Court's March 24, 2025 Order
("the Order") by taking the following steps:

1. Fully comply with the Order, and not in any way, by action or inaction, engage in, induce, encourage, permit, or condone any violation of the Order.

2. Within seven (7) days of this Contempt Adjudication, provide the Employment Partners Benefits Fund (“the Fund”) with the forms it needs to provide bargaining-unit employees with the same health insurance they had before the Company’s July 27, 2020 unilateral changes to their health insurance, as set forth in Exhibit B to the *2014–2017 Agreement Between Pittsburgh Post-Gazette and the Newspaper Guild of Pittsburgh*.

3. Within seven (7) days of notification from the Fund that it has completed the necessary tasks to provide unit employees with the same health insurance they had before, rescind the July 27, 2020 unilateral changes to the unit employees’ health insurance, return the unit employees to the Fund, and notify the unit employees that these steps have been taken.

4. Within fourteen (14) days of the Contempt Adjudication, file: (1) a certification on the Court’s docket, signed by Tracy DeAngelo, the Company’s president of publications, attesting to all steps that the Company has taken to comply with the March 24 Order; and (2) a certification on the Court’s docket, signed by Jodi Miehl, Block Communications, Inc. president and chief operating

officer, attesting to all steps that Block Communications, Inc. has taken to ensure that the Company complies with the March 24 Order.

5. Pay to the Board all costs, expenses, and reasonable attorneys' fees, calculated at the prevailing District of Columbia market rate, incurred by the Board in connection with obtaining compliance with the Court's injunction. All of said costs and fees, unless agreed to by the parties, shall be fixed by further order of the Court upon submission by the Board of a certified statement of such costs and expenses. Should any dispute arise respecting the Board's submission as to which the Court may determine that a hearing is desirable, the Court, in its discretion, may refer such dispute to a special master, upon such terms as the Court shall determine, for a report and recommendation.

6. Pay to the Union any costs, expenses, and reasonable attorneys' fees, calculated at the prevailing local market rate where work was performed, incurred by the Union in assisting the investigation and final disposition of this motion. All of said costs and fees, unless agreed to by the parties, shall be fixed by further order of the Court upon submission by the Board of a statement of such costs and expenses verified by the Union or its counsel. Should any dispute arise respecting the Union's submission as to which the Court may determine that a hearing is desirable, the Court, in its discretion, may refer such dispute to a special master, upon such terms as the Court shall determine, for a report and recommendation.

IT IS FURTHER ORDERED:

1. That if the Company fails to purge itself of its civil contempt of the Court's March 24 Order by the fourteenth (14th) day after this Contempt Adjudication, the Court will impose on the Company an immediate fine of \$100,000 (or any other amount the Court deems necessary), and a further fine of \$5,000 per day for each ensuing day that the Company fails to purge itself of its contempt.

2. That if the Company fails to purge itself of its civil contempt of the Court's March 24 Order by the fourteenth (14th) day after this Contempt Adjudication, the Court will impose: (1) a prospective fine of \$10,000 against Tracy DeAngelo and any officer, agent, attorney, or representative of the Company who, in active concert and participation with the Company and with notice and knowledge of the Court's contempt order, violates said order, and a further fine of \$1,000 per day for each day the Court finds the violations have continued; and (2) a prospective fine of \$10,000 against any officer, agent, attorney, or representative of Block Communications, Inc. who, in active concert and participation with the Company and with notice and knowledge of the Court's contempt order, violates said order, and a further fine of \$1,000 per day for each day the Court finds the violations have continued.

3. That in order to verify and ensure compliance with the Court's contempt order, the Court provide that the NLRB may obtain discovery from any person, including, but not limited to, the Company, its officers, agents, and employees; Block Communications, Inc., its officers, agents, and employees; and any person or entity which the Board, in its sole and unreviewable discretion, believes has relevant information, in the manner provided by the Federal Rules of Civil Procedure, upon any matter reasonably related to compliance with the contempt order, and that, should a dispute arise between the parties respecting such discovery, upon the motion of either party the Court shall appoint a special master, with such duties and powers as the Court shall specify, to supervise the discovery, and that failure to engage in discovery in the manner required by the Federal Rules of Civil Procedure shall be treated as contempt of this Court.

4. That upon the continued failure of the Company to purge itself of its civil contempt, this Court will issue attachment against the Company for noncompliance, and civil body attachment against responsible officers, and will take such other and further actions and grant such other relief as may be just, reasonable, and proper to assure compliance with this Court's March 24 Order, Contempt Adjudication, and as this contempt proceeding may require.

SO ORDERED

United States Court of Appeals
For the Third Circuit

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FOR THE THIRD CIRCUIT**

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Respondent/Cross-Petitioner)	
)	
and)	
)	
NEWSPAPER GUILD OF PITTSBURGH/)	
CWA LOCAL 38061)	
)	
Intervenor)	

CERTIFICATE OF COMPLIANCE

Pursuant to Federal Rule of Appellate Procedure 32(a)(7)(B), the Board certifies that its motion contains 4,015 words of proportionally spaced, 14-point type, the word processing system used was Microsoft Word for Office 365, and the PDF file submitted to the Court was scanned for viruses using Microsoft Defender, which found it to be virus-free.

/s/ Ruth E. Burdick
Ruth E. Burdick
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half Street SE
Washington, D.C. 20570-0001
(202) 273-2960

Dated at Washington, D.C.
this 20th day of January 2026

**UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT**

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CWA LOCAL 38061)	
)	
Intervenor)	

CERTIFICATE OF SERVICE

I certify that on January 20, 2026, the foregoing document was filed with the Clerk of the Court for the United States Court of Appeals for the Third Circuit, and that all counsel are registered CM/ECF users.

/s/ Ruth E. Burdick
Ruth E. Burdick
Deputy Associate General Counsel
NATIONAL LABOR RELATIONS BOARD
1015 Half Street SE
Washington, D.C. 20570-0001
(202) 273-2960

Dated at Washington, D.C.
this 20th day of January 2026