

**AGREEMENT
PLAIN DEALER PUBLISHING CO.
and
THE NORTHEAST OHIO NEWSPAPER
GUILD**

**Article I
Parties and Terms**

1. This Agreement is between the Plain Dealer Publishing Co., as publisher of THE PLAIN DEALER, hereinafter referred to as the "Employer," and NORTHEAST OHIO NEWSPAPER GUILD, a local (#1) chartered by The Newspaper Guild, AFL-CIO, hereinafter referred to as the "Guild," for itself and on behalf of all employees of the Employer in its editorial department, library department and telephone department, as provided.

2. All provisions of this Agreement and the attachments thereto shall be in full force and effect from and after the first (1st) day of March, 1996, through the twenty-eight (28th) day of February, 2006. Not less than sixty (60) days prior to the expiration of this Agreement, either party hereto may give to the other party written notice by registered mail of a desire to

change the terms of this Agreement. In the event of such notice, negotiations shall be immediately entered into and proceed with all due diligence. If a new agreement has not been reached by the date of expiration of this Agreement, the term of this Agreement shall be extended until such time as a new agreement is concluded or negotiations are terminated.

This Agreement may be re-opened solely for the purpose of negotiating adjustments to the wage-fringe benefit provisions listed in Attachment A (attached to this Agreement) ninety (90) days prior to February 28, 2002, which are to be effective on March 1, 2002 (the end of the seventy-second (72nd) month after the effective date of this Agreement) and thereafter during the remaining term of this Agreement. The parties pledge to negotiate in good faith for adjustments to the wage-fringe benefit provisions of this Agreement set forth in Attachment A, and to meet regularly and as often as may be needed to ensure full consideration and discussion of the respective positions of the parties.

If agreement has not been reached by a date thirty (30) days prior to the end of the seventy-second (72nd) month from the effective date of this Agreement, then by mutual consent the parties may invite a representative of the

Federal Mediation and Conciliation Service to participate in the negotiations at any time thereafter.

Negotiation shall be the sole means used by the parties to resolve their differences over the adjustments to be made to the wage-fringe benefit provisions of this Agreement. For the term of this Agreement, the orderly relationship between the Employer and Guild shall continue peacefully and without a job action or work interruption of any kind or nature, including a strike or lockout. Actions engaged in by the Guild for the purpose or having the effect of interfering with the production, sale or distribution of The Plain Dealer or the business relations between The Plain Dealer and businesses or business entities with which the Employer has business dealing, including mass picketing which obstructs or interferes with access to the Employer's buildings, shall constitute a violation of this paragraph. This paragraph, however, shall not prevent the Guild from engaging in informational picketing at the Employer's buildings located at 4800 Tiedeman Road and 1801 Superior Avenue so long as such picketing is peaceful, orderly and does not interfere with public or employee ingress and egress to such buildings, nor shall it prevent the Guild from communicating by letter with advertisers or

other businesses or business entities with which the Employer has business dealings concerning the economic differences existing between the Employer and the Guild in the negotiations for a wage-fringe package to cover the remaining term of this Agreement.

The provisions of the above paragraph shall cease to be of any force or effect at 12:01 a.m. on March 1, 2006.

3. The employees may be represented by the Guild through a Guild Steward Committee, the members of which shall be employees of the Employer. The Guild shall give written notice to the Employer of the names of the Stewards.

4. The Guild's jurisdiction is recognized as covering employees of the Employer in the classifications listed in Article III below, and it is agreed that work now being performed by such employees, or work which may in the future be assigned to such employees, will not during the term of this Agreement be assigned to other employees of the Employer who are outside the Guild's said jurisdiction.

5. The Employer will give the Guild not less than ninety (90) days notice prior to the

installation of new equipment or machinery, generally referred to as automation, provided that such installation would result in a reduction of the staff. The Employer agrees to accomplish any such reduction in staff by attrition.

Article II

Exclusions

1. The following named positions are excluded from the application of this Agreement: Editor, Assistant to the Publisher, Executive Editor, Editorial Director, three (3) Managing Editors, four (4) Assistant Managing Editors, Deputy Managing Editor, News System Director, Deputy News System Director, News System Editor, Chief Editorial Writer, Editorial Writers, Chief Editorial Cartoonist, Chief Editorial Artist, Editorial Cartoonist, Sports Editor, Deputy Sports Editor, Metropolitan Sports Editor, Sports Copy Desk Chief, Metropolitan Editor, Deputy Metropolitan Editors (formerly Deputy City Editor, Suburban Editor, Deputy Suburban Editor), News Editor, two (2) Deputy News Editors, Foreign/National Editor, Deputy National Editor, Deputy Features Editor, Living Editor, Entertainment Editor, State Editor, Business Editor, Deputy Business Editor, Chief

of Copy Desk, Chief of Day Copy Desk, Deputy Copy Desk Chief, Business Copy Desk Chief, Sunday Magazine Editor, Food Editor, Fashion Editor, Chief Librarian, Deputy Chief Librarian, Picture Editor, Chief Layout Editor, Chief Photographer, Office Manager, Bureau Chiefs, Special Projects Editor, Community News Editor and confidential secretaries to the Editor, Executive Editor, Editorial Director, Managing Editors, Assistant Managing Editors and Assistant to the Publisher (not to exceed twelve (12) secretaries).

2. During the term of this Agreement, prior to establishing any new exempt positions, the Employer will notify the Guild of its intention to do so and will discuss the matter with the Guild at least two (2) weeks prior to establishing such positions. In the event the parties are unable to agree the newly created positions are supervisory or managerial positions entitled to exemption during the aforesaid two (2) week period, the dispute may be submitted to arbitration by either party. The parties shall meet within three (3) days after receipt of notice of desire to arbitrate the dispute for the purpose of selecting an arbitrator in accordance with the procedure set forth in Article XII.

3. Nothing in this Agreement prevents the Employer from moving a person holding an exempt position to a position within the Guild's jurisdiction. Anyone in the Guild's jurisdiction shall have the right to refuse, without penalty or prejudice, any transfer out of the Guild's jurisdiction.

Article III

Classifications, Minimum Wages, Night Differential and Notice of Hiring

1. Effective March 1, 1996, unless otherwise specified below, no employee of the Employer represented by the Guild shall during the term of this Agreement, be paid a weekly salary of less than the sum herein set forth for the respective classification and experience rating of each such employee.

A-1. Assistant City Editors, Editorial Writers, Assistant Sunday Editor, Assistant Sports Editor, News Makeup Editor, Friday Magazine Editor, Saturday Magazine Editor, Sunday Makeup Editor, T.V. Week Editor, Chief of National Copy Desk, Assistant News Editors, Layout/Design Editors, Night Picture Editor, Assistant Metropolitan Editors, Sports Makeup Editors, Assistant Sports Copy Desk Chief,

Sports Layout Editors, Business Layout Editor,
Graphics Coordinator, Travel Editor, Book
Editor, Auto Editor, Assistant Living Editor,
Assistant Entertainment Editor:

Effective March 1, 1996

1st yr.	2nd yr.	3rd yr.
978.05	995.37	1031.81

A. Reporters, Copy Editors, Artists,
Photographers, Special Subject Writers and
Sub Editors:

Effective March 1, 1996

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
588.23	645.48	698.67	748.79	964.76

B. Librarians:

Effective March 1, 1996

1st yr.	2nd yr.	3rd yr.	4th yr.
588.23	645.48	698.67	755.86

C. Editorial Clerks, Research Assistants:

Effective March 1, 1996

1st yr.	2nd yr.	3rd yr.	4th yr.
481.04	493.47	518.57	549.49

D. Library Clerks:

Effective March 1, 1996

1st yr.	2nd yr.	3rd yr.	4th yr.
506.04	518.47	543.57	574.49

F. Secretaries:

Effective March 1, 1996

1st yr.	2nd yr.	3rd yr.
538.19	559.33	628.29

H. Editorial Composition Clerks:

Effective March 1, 1996

1st yr.	2nd yr.	3rd yr.	4th yr.
522.72	545.84	580.99	629.14

Effective June 1, 1997, a sum equal to thirty-seven dollars (\$37) times the number of employees in the bargaining unit on May 1, 1997, shall be used to increase the wage scales in a manner to be determined by the parties, unless a part of said sum, with Employer approval, is allocated toward an additional Employer contribution as noted below. With the approval of the Employer, by written notice to the Employer given on or before May 1, 1997, the Guild may allocate part of said thir-

ty-seven dollar (\$37) increase as an additional Employer contribution to the Health and Welfare Plan (Article IX) and/or to the Retirement Benefit Trust Fund (Article VI). In the event part of said thirty-seven dollar (\$37) increase is allocated by the Guild for the purpose set forth above, then effective June 1, 1997, a sum equal to the amount of the balance of said thirty-seven dollar (\$37) increase that is not so allocated times the number of employees in the bargaining unit on May 1, 1997, shall be used to increase the wage scales in a manner to be determined by the parties.

Effective September 1, 1998, a sum equal to thirty-seven dollars (\$37) times the number of employees in the bargaining unit on August 1, 1998, shall be used to increase the wage scales in a manner to be determined by the parties, unless a part of said sum, with Employer approval, is allocated toward an additional Employer contribution as noted below. With the approval of the Employer, by written notice to the Employer given on or before August 1, 1998, the Guild may allocate part of said thirty-seven dollar (\$37) increase as an additional Employer contribution to the Health and Welfare Plan (Article IX) and/or to the

Retirement Benefit Trust Fund (Article VI). In the event part of said thirty-seven dollar (\$37) increase is allocated by the Guild for the purpose set forth above, then effective September 1, 1998, a sum equal to the amount of the balance of said thirty-seven dollar (\$37) increase that is not so allocated times the number of employees in the bargaining unit on August 1, 1998, shall be used to increase the wage scales in a manner to be determined by the parties.

Effective December 1, 1999, a sum equal to thirty-six dollars (\$36) times the number of employees in the bargaining unit on November 1, 1999, shall be used to increase the wage scales in a manner to be determined by the parties, unless a part of said sum, with Employer approval, is allocated toward an additional Employer contribution as noted below. With the approval of the Employer, by written notice to the Employer given on or before November 1, 1999, the Guild may allocate part of said thirty-six dollar (\$36) increase as an additional Employer contribution to the Health and Welfare Plan (Article IX) and/or to the Retirement Benefit Trust Fund (Article VI). In the event part of said thirty-six dollar (\$36) increase is allocated by the Guild for the pur-

pose set forth above, then effective December 1, 1999, a sum equal to the amount of the balance of said thirty-six (\$36) increase that is not so allocated times the number of employees in the bargaining unit on November 1, 1999, shall be used to increase the wage scales in a manner to be determined by the parties.

Effective March 1, 2001, a sum equal to thirty-three dollars (\$33) times the number of employees in the bargaining unit on February 1, 2001, shall be used to increase the wage scales in a manner to be determined by the parties, unless a part of said sum, with Employer approval, is allocated toward an additional Employer contribution as noted below. With the approval of the Employer, by written notice to the Employer given on or before February 1, 2001, the Guild may allocate part of said thirty-three dollar (\$33) increase as an additional Employer contribution to the Health and Welfare Plan (Article IX) and/or to the Retirement Benefit Trust Fund (Article VI). In the event part of said thirty-three dollar (\$33) increase is allocated by the Guild for the purpose set forth above, then effective March 1, 2001, a sum equal to the amount of the balance of said thirty-three dollar \$33 increase that is not so allocated times the number of employ-

ees in the bargaining unit on February 1, 2001, shall be used to increase the wage scales in a manner to be determined by the parties.

2. Learner Program: Any employee in any classifications other than "A" or "A-1" may be assigned to the duties of employees in Editorial Classification A for a period not exceeding six (6) months at a salary of not less than fourteen dollars (\$14) less than the first year minimum in "A" Classification or ten dollars (\$10) a week more than the employee's salary at the time, whichever is greater. At the end of such period, the learner either will be placed in the "A" classification and paid not less than the starting salary for such classification and all time in the program shall be fully credited toward completion of his/her year under the starting rate or the Employer shall have the option of placing the employee back into the classification from which he/she was promoted at the top pay scale for that classification or the employee's previous pay scale whichever is greater. The six- (6-) month trial period may be extended by three (3) months upon notification to the Guild.

3. In the application of the schedule of minimums, experience shall include all regular employment in comparable work.

4. Employees promoted or transferred from one classification to another with higher salary minimums shall be paid not less than the minimum in the new classification which is next higher than the salary they were receiving immediately prior to the promotion or transfer but in no case shall the amount be less than eight dollars (\$8) per week. The employee shall be so classified for experience rating purposes. The experience anniversary date for such employee shall be the date of such promotion or transfer.

5. Night Differential. Any eligible employee whose normal work schedule requires him/her to be on duty at any time after 10:00 p.m. shall be paid a night differential in accordance with the following table in excess of his/her regular salary. Any employee who has become ineligible to receive night differential and who has had his/her night differential added onto his/her weekly salary as a result of the changes made in this section shall not be eligible to receive a night differential payment regardless off his/her work schedule for the term of this and any future collective bargaining agreements. These differentials shall be pro-rated on a daily basis except that an eligible employee who is put on

such a schedule three (3) or more days a week shall be paid such differential in excess of his/her salary for the entire week. This Section 5 shall not be subject to reopening during the term of this Agreement.

Effective September 30, 1996

Classification	Per Week	Per Shift
A-1, A	\$30.00	\$6.00
All other classifications	\$22.00	\$4.40

Effective March 1, 2001

	Per Week	Per Shift
All classifications	\$30.00	\$6.00

6. No employee receiving more than the minimum established herein shall have his/her salary reduced during the life of this Agreement, except nothing herein shall prevent the Employer, with the consent of the Guild, from placing an employee who for any reason can no longer perform his/her customary duties, upon a modified work or salary basis. An

employee paid above the top minimum for the employee's classification shall maintain the same dollar differential above the new top minimum of the employee's classification when minimums are increased.

7. Payment of salary shall be made weekly.

8. Nothing in this Agreement shall prevent employees from bargaining individually for pay increases in excess of the minimum established herein.

9. All persons hired at more than the minimum rate called for by their experience shall be placed for pay purposes in the experience bracket equivalent to their salary. If an employee is hired at a salary falling between minimum brackets, he/she shall advance to the next experience step-up in proportionately shorter time. The date of such earlier advancement shall become the employee's anniversary date for subsequent step-up increases. If an employee is advanced to a salary falling between minimum brackets, the differential of his/her actual salary above the next lower bracket shall be maintained until the top minimum is reached.

10. The Employer will furnish to the Guild, in writing, the names, dates of hiring, contract classifications, experience rating, Social Security numbers, and salaries of persons hired and will notify the Guild of separations from the payroll and reasons therefore.

11. Notice of Job Openings

(a) It is important that employees in the bargaining unit be aware of job opportunities in departments covered by this Agreement. Job openings in the bargaining unit will be posted, except in rare cases involving confidential matters such as an employee leaving for employment elsewhere.

(b) Employees in the bargaining unit who indicate an interest in the job opening by notifying the Managing Editor/Personnel in writing, shall be considered along with applicants from other sources for job openings. The job posting, when possible, will be placed on company and Guild bulletin boards at least two (2) weeks in advance of filling the job opening. The posting will remain on the bulletin boards for a period of seven (7) full days before being removed. The posting shall include the job

opening to be filled, the classification in which the job is placed and the qualifications for said job. Employees who apply shall receive a written acknowledgement of their application and an interview.

12. The number of employees with less than two (2) years' experience shall not, at any time, exceed fifteen percent (15%) of the editorial staff, except as otherwise agreed upon between the Guild and the Employer.

13. Any employee assigned to and performing duties of a higher classification for more than four (4) hours of the shift in the higher classification will be paid for the entire day on the following basis:

(a) If his/her salary in the lower classification is less than the starting minimum of the higher classification, he/she shall receive either the starting minimum of the higher classification or his/her salary plus the difference between the first- and second-year minimums of the higher classification, whichever is greater.

(b) If his/her salary is or becomes the same as any of the minimums in the higher classification, he/she shall receive the minimum

in the higher classification that is immediately above his/her salary.

(c) If his/her salary is more or becomes more than the starting minimum in the higher classification, but is not the same as any of the other minimums in that classification, he/she shall receive his/her salary plus the difference between the minimums in the higher classification that are immediately above and immediately below his/her salary. However, if any person who is at the 5th Year A-Scale or higher is temporarily assigned to the A-1 Classification he/she shall receive no less than eleven dollars (\$11) per shift or fifty-five dollars (\$55) per week. Each full shift for which an employee is compensated in the higher classification covered by this Agreement shall count as service time for the purpose of computing experience credit for step-up pay increases in the higher classification covered by this Agreement. Such time shall also count for experience credit in the employee's lower classification.

(d) An employee who is required to work more than fifty percent (50%) of his/her work week in a higher classification shall be paid for the entire work week in accordance with (a), (b) and (c) above.

(e) Any employee temporarily assigned to an exempt position shall receive his/her salary plus a differential of not less than thirteen dollars (\$13) per shift or sixty-five (\$65) per week. Section (d) above does not apply to this Section (e).

(f) Provided that none of the foregoing shall apply to a Learner as covered in Section 2 of Article III.

(g) The dollar figures detailed in paragraphs (c) and (e) above shall remain in effect for the full term of this Agreement and shall not be subject to negotiations during any wage-fringe reopener.

14. If an employee is advanced to a higher classification, he/she shall be given a trial period of three (3) months which may be extended by mutual agreement of the Guild and the Employer. At the end of such trial period the employee shall be classified in the classification to which he/she has been advanced. If so classified, the trial period shall be included in determining the length of service in the classification to which he/she advanced. During such trial period, the employee may elect to return to the

classification from which he/she advanced. If during the trial period the Employer determines that the employee's work is unsatisfactory, he/she shall be returned to the classification from which he/she advanced. The Employer's evaluation of the employee's progress shall be discussed with the employee at specific intervals during the trial period and at the end.

In either case such return shall be without prejudice. If the employee returns to the classification from which he/she advanced, he/she shall then receive no less than the salary he/she would have been entitled to if he/she had never been advanced. His/her period of service in the other classification shall be counted for all purposes as service in the classification from which he/she advanced.

Article IV

Hours, Overtime and Holidays

1. Five (5) days of eight (8) hours each within nine (9) consecutive hours shall constitute a week's work for all employees covered by this Agreement. All employees shall be remunerated for all overtime at the rate of time and one-half in cash except as hereinafter provided.

2. The Employer shall cause a record of all overtime to be kept. In the event of a grievance concerning the overtime of a particular employee, the overtime record for that employee will be produced by the Employer.

3. The weeks in which New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the employee's birthday and anniversary of the employee's date of hire occur shall be thirty-two (32) hour weeks of four (4) days. Any employee who, in any one of such weeks, works a fifth day or more than thirty-two (32) hours shall be paid the same overtime rate as is otherwise provided in this Article for employees working more than a five (5) day, forty (40) hour week. When an employee's birthday or anniversary date of hire fall on one of the other enumerated holidays, he/she shall be granted an additional day off.

(a) An employee scheduled by the Employer to work on any of the above-named holidays or on Christmas Eve or New Year's Eve shall be paid that week an extra one-tenth (1/10th) of his/her regular weekly salary for each holiday or eve worked. The Employer

agrees that the stated holidays in this Agreement will not be counted as part of the employee's vacation.

(b) By agreement with the Employer, an employee may select a religious holiday of his/her own choosing, which day for said employee may be substituted for any of the holidays herein above mentioned.

(c) New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day will be celebrated at the Plain Dealer on the day observed as such. However, when Christmas Day and New Year's Day fall on Sunday and are celebrated on Monday, Saturday shall be observed as the eve of the holiday and Sunday shall be observed as the holiday. The employee's birthday and anniversary date shall be celebrated on the actual calendar date.

4. If an employee is required by the Employer to perform work estimated to require less than four (4) hours on a day that would normally be that employee's day off in any week, such employee shall be paid for (4) four hours' work and may advise the Employer in advance that he/she desires to work the entire

day. If said work required more than four (4) hours, said employee shall be paid for eight (8) hours' work. Pay for such work shall be computed according to the overtime schedule provided in this Agreement.

5. Work schedules, whenever possible, shall be posted two (2) weeks in advance of the week for which they apply but in no case less than one (1) week in advance of the week for which they apply. However, emergency changes may be made on less than one (1) week's notice in advance of the week for which they apply by mutual consent.

6. (a) No less than eight (8) hours shall separate the end of one scheduled shift and the beginning of the next scheduled shift for an employee.

(b) Persons required to work before the start of a scheduled shift or after the end of their scheduled shift will work the hours required even if the resulting time interval such persons have off between scheduled shifts is not eight (8) hours, but the persons required to work will be paid pre-shift and post-shift overtime for the time worked outside of their regularly scheduled shift.

(c) The time interval between scheduled shifts will not apply to sports department personnel nor to the days after primary and general elections.

Article V

Dismissal Indemnity

1. Upon dismissal, except for one of the causes hereinafter specified, an employee shall be paid a sum in cash, equal to one (1) week's pay for every six (6) full months of employment by the Employer, the maximum not to exceed a sum equivalent to fifty-two (52) weeks' pay. Such indemnity shall be computed at the employee's highest regular weekly rate of pay, exclusive of bonuses and payment for special work received from the Employer by the employee affected. If an employee in the joint opinion of the Guild and the Employer is discharged for gross neglect of duty, dishonesty or gross insubordination, he/she shall forfeit his/her right to receive dismissal indemnity herein provided.

2. At the option of the employee, dismissal indemnity will be paid either in a lump sum or

reasonable installments on regular payroll dates.

3. Part-time employees, upon dismissal except for one of the reasons specified in Section 1 above as causing forfeiture of any right to dismissal pay, shall be paid in cash a sum equal to one (1) week's pay on a pro-rata basis equal to the average hours worked per week in the preceding year for every six (6) full months of employment by the Employer, the maximum not to exceed fifty-two (52) weeks of such pro-rata dismissal pay. Such pro-rata dismissal pay shall be computed at the employee's highest regular weekly rate of pay, exclusive of bonuses and payment for special work received from the Employer by the part-time employee affected.

Article VI

Retirement Fund

1. Effective March 1, 1996, the Employer will at least once a month pay into The Cleveland Newspaper Publishers - Guild Retirement Benefit Trust Fund thirty-seven dollars and fifteen cents (\$37.15) per week for each full-time employee and each designated

part-time employee in the departments covered by this Agreement.

2. The Fund created by such payments will be administered by four (4) representatives to be designated as follows: two (2) by the Employer, and two (2) by the Guild. Two (2) of those designated by the Guild shall be employees of the Employer in the unit represented by the Guild. In the event of a deadlock, a fifth representative shall be selected by the four (4) named above and if they fail to agree, such a fifth representative shall be selected in accordance with the Labor Management Relations Act of 1947.

3. The Fund representatives, pursuant to the terms and conditions of the Plain Dealer Publishing Co. - Guild Retirement Plan, will determine, on an actuarially sound basis, the retirement and death benefits, if any, to be paid to such employees or their designated beneficiaries, upon the employee's retirement or death.

4. Each person retiring under such Retirement Plan shall retain such group life insurance as he/she has at the date of retirement.

5. Each employee who has twenty-five (25) or more years of continuous service on or after January 1, 1956, and who has not retired, shall have the amount of his/her group life insurance increased by \$2,000 and the Employer agrees to pay the cost of such additional \$2,000 insurance.

6. Benefits under this Article shall be in lieu of any other terminal benefits provided for elsewhere in this Agreement. Payments by the Employer into the Retirement Fund are contingent on such payments being deductible under the provisions of the Internal Revenue Code.

Article VII Vacations

1. Vacations with pay shall be granted as follows:

Two (2) weeks vacation to each employee if employed one (1) year or more at the time the vacation is taken, one (1) week of which may be taken after six (6) months employment.

Three (3) weeks vacation to each employee if employed three (3) years or more on January 1 of the year in which the vacation is taken.

Four (4) weeks vacation to each employee if employed more than seven (7) years on January 1 of the year in which the vacation is taken.

(a) Part-time employees covered by this Agreement shall qualify for and be granted weeks of vacation with pay as set forth above based on calendar years of service, but will receive vacation pay on a pro-rata basis equal to the average hours worked per week in the preceding year.

2. It is understood that “week’s pay” is to consist of the basic week’s pay without overtime, but including night differential in the event that employee has regularly received a night differential for the entire week as part of his/her weekly remuneration, for a period of six (6) months or more.

3. Any employee whose employment with the Employer terminates for any reason after more than one (1) year of employment shall

receive vacation pay according to the schedule in Section 1 above plus vacation accrued following the previous January 1st through the date of their termination, less any vacation credits received during the calendar year in which termination occurs.

4. Employment credits for vacation time may not be carried over from one year to another.

5. If an employee has not taken all of his/her vacation by December 31 of any year, as the result of a postponement requested by the Employer, he/she shall be paid in cash for the remainder of his/her vacation.

6. An employee with seven (7) or more continuous years of employment with the Employer shall at the time he/she takes the first week of his/her vacation, be paid a bonus of ten dollars (\$10) for each full year he/she has worked for the Employer as of December 31 of the previous year.

(a) Part-time employees covered by this Agreement shall qualify for and accumulate vacation bonus as set forth above based on calendar years of service, but will receive vaca-

tion bonus pay on a pro-rata basis equal to the average hours worked per week in the preceding year.

7. In computing vacations on January 1, previous employment of a regular, full-time employee who leaves employment with the Employer, shall be used in such computation if the period of absence is less than two (2) years and his/her previous employment was for at least one (1) year.

Article VIII

Sick Leave Policy

1. Entitlement

Paid sick leave shall be granted to full-time employees covered by this Agreement on the following basis:

After one (1) year of service -- three (3) weeks of paid sick leave;

After two (2) years of service -- six (6) weeks of paid sick leave;

After three (3) years of service -- six (6)

weeks of paid sick leave;

After four (4) years of service -- eight (8) weeks of paid sick leave.

Thereafter, full-time employees shall receive an additional two (2) weeks (10 days) of paid sick leave for each additional full year of continuous service up to a maximum of fifty-two (52) weeks of paid sick leave. Upon each fifth year employment anniversary, previous periods of disability, if any, shall be disregarded and the employee again shall be eligible for fully paid sick leave based on accrued years of service.

Part-time employees covered by this Agreement shall accumulate paid sick leave credits in accordance with the schedule set forth above but will receive sick leave pay on a pro-rata basis equal to the average hours worked per week in the preceding year.

On the anniversary of each fifth year of employment, any reduction in paid sick leave caused by previous periods of covered disability, if any, shall be disregarded and the employee again shall be eligible for fully paid sick leave based on accrued years of service.

2. Qualifying Disability (Illness or injury)

To qualify for a paid sick leave an employee must have a period of absence of five (5) consecutive working days or more due to illness or injury substantiated by medical documentation acceptable to the Employer.

3. Required Medical Documentation

Documentation must include:

a. Dates covering the entire period the employee was unable to work due to medical condition.

b. Description of medical condition which necessitates absence.

c. Date the employee is able to return to work without restrictions.

d. Physician's signature (stamps or signatures of nurses will not be accepted).

4. Absences due to illness or injury for fewer than five (5) consecutive working days shall be paid. However, such payment is conditioned on the employee submitting medical documentation as described in Section 3 above, substantiating the reason for the absence if

such documentation is deemed necessary by the Employer.

5. The Employer also reserves the right to have an employee examined by a physician of its own choosing, such examination to be at the Employer's expense.

6. No deductions shall be made for sick leave from overtime or vacations credited or to be credited to the employee.

7. Nothing in this Agreement restricts or shall be construed to restrict the right of the Employer, after notice to the Guild, to take all steps necessary to comply and to remain in compliance with the Americans With Disabilities Act.

Article IX Insurance Trust

1. The Employer and the Guild have established a jointly administered insurance Trust Fund pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947, as amended, and all other appropriate Federal and State legislation for the purpose of

providing eligible, regular employees and their dependents group hospital, surgical and other insurance benefits. The Insurance Trust Fund shall be administered pursuant to the Trust Agreement entered into by the Employer and the Guild. Payments by the Employer into the Trust Fund are contingent upon such payments being deductible under the applicable provisions of the Internal Revenue Code.

2. Effective March 1, 1996, the Employer shall make payments to the Insurance Trust Fund at the rate of three hundred sixty-eight dollars and fifty-seven cents (\$368.57) per month for each regular, full-time employee covered by the Labor Agreement. Effective April 1, 1996, the Employer shall make payments to the Insurance Trust Fund at the rate of three hundred seventy dollars and seventy-four cents (\$370.74) per month for each regular, full-time employee covered by the Labor Agreement. In the event a National or State Health Plan is enacted or amended that has the effect of reducing Employer contributions below the level required under the Agreement, the parties shall meet at mutually convenient times for the purpose of determining how the amount of the reduction shall be allocated for the benefit of Guild members. If no agreement is reached

within three (3) months after the reduction, the money shall be allocated retroactively to salaries. The parties, by mutual agreement, may extend the three- (3-) month time period.

3. Part-time employees who are employed and work in 26 weeks or more and who work seven hundred fifty (750) hours or more will be given the opportunity to secure group hospital, medical-surgical and other insurance benefits provided through the Insurance Trust Fund jointly administered by the Employer and the Guild pursuant to Article IX of the Labor Agreement. The Employer, effective March 1, 1996, will pay one-half of the current contribution specified in Section 2 above to provide single or family coverage under the group hospital, medical-surgical and other insurance programs available through the Insurance Trust Fund for such eligible regular part-time employees who elect to secure such coverage who average up to and including twenty (20) straight-time hours per week in the calendar quarter preceding the date on which they elect to secure such coverage. The Employer will contribute up to the full contribution specified in Section 2 above on a pro-rata basis for such eligible regular part-time employees who average up from twenty-one (21) to forty (40) hours per week in the calen-

dar quarter preceding the date on which they elect to secure such coverage.

All straight-time hours paid for eligible part-time employees will be tracked for each calendar quarter following the calendar quarter preceding the date an eligible part-time employee elects to secure coverage to determine the amount of contribution, if any, the Employer will make for such eligible part-time employees in each succeeding quarter. Overtime hours will not be used in making the calculations but vacation hours and hours for which the eligible part-time employee received sick pay will be included.

4. During the term of this Agreement the Employer and the Guild upon request will discuss the establishment of an Employee Assistance Program.

Article X

Job Security

1. It shall be the prerogative of the Employer to determine the size and composition of the staff.

There shall be no dismissals except for just and sufficient cause. Reduction in the force is

a just and sufficient cause for discharge and shall not be subject to arbitration. The Guild may initiate arbitration of the question of whether reduction in force is in fact the reason for such discharge.

In determining the employee or employees to be discharged in a reduction in force, the following factors shall govern: relative competency, ability to do the work assigned, special abilities or qualifications for the particular function, and the length of service of any employee who is selected for dismissal. When there is no substantial difference after application of the above, the employee or employees with the greater length of service shall be retained.

In the event a reduction in force is contemplated, the Employer will notify the Guild in writing of its proposed action, listing the number of employees to be laid off, and for a period of two (2) weeks the Guild may discuss such proposed action with the Employer, to the end that unnecessary hardship may be avoided. At the end of such period, the affected employee or employees shall be notified.

2. In the event of a contemplated discharge for unsatisfactory work of an employee who has been employed six (6) months or more, the employee will be given a written

warning that he/she will be discharged at the end of two (2) weeks unless he/she corrects his/her deficiencies, and a copy of the warning will be mailed to the executive secretary of the Northeast Ohio Newspaper Guild. In the event of a contemplated discharge of an employee (who has been employed for six (6) months or more) for any reason other than unsatisfactory work or reduction in the force as provided in Section 1 of this Article, the employee shall be suspended two (2) weeks and the Guild notified so the Grievance Committee may exercise its right to consult with the Employer so that unnecessary hardship may be avoided. If such suspended employee is discharged, the suspension pay received by him/her shall be credited against any dismissal pay due him/her under Article V of this Agreement.

3. An employee dismissed as a result of a reduction in the force shall have the election either to accept his/her dismissal indemnity in a lump sum or to be paid such sum in installments. Such dismissed employee's name shall be placed on a preferential rehiring list for reemployment in any opening in the same classification that the Employer may desire to fill. If the Employer needs some person with special qualifications not possessed, in the opinion of

the Employer, by any person on the rehiring list, the Employer may go outside the list with notification to the Guild. Any disputes on this point may be adjudicated by the Grievance Procedure in Article XII. On rehiring, the Employer will give first consideration to the oldest employee in point of service on the rehiring list, and such rehired employee shall be considered as not having had a break in his/her employment for the purposes of Article V hereof (Dismissal Indemnity), but shall at the time of such reemployment have to his/her credit under that Article only the then unpaid portion of his/her dismissal indemnity which may have resulted from such employee's election to take such payments in installments.

4. There shall be no dismissals by reason of putting this Agreement into force.

Article XI Union Security

1. In order to maintain harmony between employees and employers, and in the interest of increased cooperation between the Guild and the Employer, which cannot exist without a stable, responsible and truly representative Guild,

the parties hereto agree, consistent with all laws and applicable Administrative agency rules and decisions as follows:

(a) In the manner and to the extent permitted by law and Administrative agency rules and decisions, every employee who, on the date of the execution of this Agreement, is a member of the Guild, shall, as a condition of employment, maintain his/her membership in the Guild.

(b) Every employee who, on the date of the execution of this Agreement is not a member of the Guild, shall, no later than the thirtieth (30th) day after the signing of this Agreement, become and remain a member of the Guild as a condition of employment in a manner and to the extent permitted by law and Administrative agency rules and decisions.

(c) Every person hired, transferred or reinstated into the Guild's bargaining unit after the signing of this Agreement shall, as a condition of employment and to the extent permitted by law and Administrative agency rules and decisions, become and remain a member of the Guild no later than the thirtieth (30th) day after his/her hiring, transfer or reinstatement.

(d) In the event any employee in the Guild's bargaining unit fails to tender uniform dues or agency fees lawfully required of such employee, the Employer agrees that such employee shall within thirty (30) days from the time the Employer is notified in writing of the failure to tender uniform dues or fees, be dismissed from employment by the Employer. If an employee is dismissed for failure to comply with this provision, he/she shall receive no dismissal pay under Article V.

2. For purposes of this Article XI, member of the Guild shall mean whatever status the employee selects, consistent with all laws, applicable rules and decisions.

Article XII

Grievance Procedure

1. The Guild may choose a Grievance Committee of unlimited number, a member of which may be the Executive Secretary of the Guild. Such committee, but not exceeding three (3) employees of the Employer, other than the grievants, may discuss with the Employer this Agreement and any matters or questions

affecting the relations of the employees and the Employer.

2. No grievance may be raised more than ninety (90) days after the occurrence on which it is based, provided, however, this limitation shall not apply to any claimed error with respect to salary adjustments, the application of night differential or the application of holiday, military service, sick leave or vacation allowances, and said ninety- (90-) day limitation shall not limit the remedy for any of the occurrences mentioned above. The parties agree to meet within three (3) days excluding Saturdays, Sundays and holidays, at the request of either party for a special meeting on the grievance. The moving party shall state the nature of the grievance in writing when requesting the meeting.

3. Any such grievance involving a matter arising from the application of this Agreement (except as otherwise provided in Section 1 of Article X and except renewal of this Agreement) not satisfactorily settled within fifteen (15) days of the first consideration may be submitted to final and binding arbitration by either party. The party desiring arbitration shall notify the other party in writing within fifteen (15) days following the expiration of the fifteen- (15-) day period

specified above. Upon such notification, the parties shall within three (3) working days, request the Cleveland Office of the American Arbitration Association to supply a list of nine (9) arbitrators. Within five (5) days after receipt of the list, the parties shall attempt to select an arbitrator to hear and decide the dispute. If the parties are unable to agree upon an arbitrator from said list, they shall request a second list of nine (9) arbitrators in writing immediately and meet within five (5) days after receipt of the second list to attempt to select an arbitrator. If the parties are again unable to select an arbitrator, they shall request a third list of nine (9) arbitrators and shall meet within five (5) days after receipt of the third list to select an arbitrator by alternately striking a name from the list until only one (1) name remains. The parties will determine who shall strike first by the flip of a coin.

When the parties agree upon an arbitrator or select an arbitrator by alternately striking, then within three (3) days of such selection a joint letter will be written by the parties requesting the arbitrator to give a list of dates upon which the hearing can be held. The cost of such arbitration shall be borne equally by the parties except that no party shall be obligated to pay any part of the cost of a stenographic

transcript without express consent. Any party electing to file a post-hearing brief shall submit such brief not more than thirty (30) days following receipt of the stenographic transcript.

4. The parties may mutually agree to extend the time limits set forth above.

Article XIII

Expenses, Car Allowance & Equipment

1. The Employer shall pay all legitimate expenses incurred by an employee in the service of the Employer. Compensation to the employee for the use of his/her own automobile in the service of the Employer shall be at the minimum rate of eighteen cents (\$.18) per mile for all miles driven in any week. An employee authorized by the Employer to use his/her automobile regularly shall receive a minimum mileage allowance of fifty dollars (\$50) per week (including vacations). Effective September 30, 1996, the minimum mileage allowance shall be increased to fifty-six dollars (\$56) per week (including vacations) and shall remain at that level for the duration of the Agreement unless by agreement between the employee and the Employer, said arrangement

terminates at an earlier date.

(a) Effective November 1, 1987, for each increase in the cost of regular unleaded gasoline in Cuyahoga County of ten cents (\$0.10) the mileage rate will be increased on a semi-annual basis one cent (\$0.01). If the cost of gasoline decreases ten cents (\$0.10), the mileage rate will be decreased on a semi-annual basis one cent (\$0.01). Under no circumstances will the mileage rate be reduced under the minimum established in this Agreement between the Employer and the Guild. The base figure will be the price of gasoline in Cuyahoga County as of January 1, 1979, as determined by Runzheimer and Company, Inc.

The price of regular unleaded gasoline in Cuyahoga County will be determined by Runzheimer and Company, Inc. on a semi-annual basis for the term of this Agreement at no cost to the Guild.

(b) Except by mutual agreement between the Employer and the Guild the weekly minimum car allowance will be continued for ninety (90) days from the date notice is given to an employee who is receiving weekly minimum car allowance that he/she no longer will be required to use his/her car regularly.

(c) In case of illness the minimum mileage allowance shall be paid on the following basis: for the first five (5) weeks of illness, the full mileage allowance; for the next five (5) weeks of illness, one-half the mileage allowance.

2. Damages to an employee's property sustained while said property is being used in the service of the Employer will be regarded by the employer as legitimate expenses incurred by the employee, but if such employee is successful in recovering such damages from other persons causing the same, he/she will reimburse the Employer for any such expenses as the Employer has then paid.

3. Authorized necessary working equipment shall be provided to employees and paid for by the Employer.

4. The Employer shall not require employees to take out on the streets or highways any vehicle furnished by the Employer not equipped with the safety appliances prescribed by law, or any vehicle that is not in a safe operating condition.

Article XIV

Dues Deduction

1. Upon an employee's voluntary written request, the Employer will deduct such Guild dues and assessments (such assessments must be a flat dollar figure and authorized and permitted by the Constitution and By-Laws of The Newspaper Guild and/or Northeast Ohio Newspaper Guild) or agency fees from any employee's salary account as directed by the employee and consistent with his/her membership status until such an authorization is revoked by the employee. Such a request shall be made on the following form:

Plain Dealer Publishing Co.
Publisher of the Plain Dealer:

Consistent with my membership status, I hereby assign to Northeast Ohio Newspaper Guild and authorize the Employer to deduct from any salary earned or to be earned by me as its employee, an amount equal to such Guild membership dues and assessments or agency fees as are permitted by contract, as certified by the Treasurer of Northeast Ohio Newspaper Guild, for each calendar month following the

date of this assignment.

I further authorize and request the Employer to deduct such amount out of my salary proportionately on a weekly basis and remit the same to the Treasurer of Northeast Ohio Newspaper Guild within seven (7) days of each such deduction.

This assignment and authorization shall remain in effect until revoked by written notice given by me to the Employer and to the Guild by registered mail not more than thirty (30) days prior to an anniversary of the effective date or the expiration date of each applicable collective bargaining agreement between the Employer and the Guild, it being understood that no period of irrevocability thus provided for shall (a) be longer than one (1) year, or (b) extend beyond the expiration date on any such collective bargaining agreement. Such notice of revocation shall become effective for the calendar month following the calendar month in which the Employer receives it.

This assignment and authorization supersedes all previous assignments and authorizations heretofore given by me in relation to my Guild membership dues or fees.

Employee's Signature

Article XV

Leave of Absence

1. Upon request, the Employer shall grant employees leaves of absence for good and sufficient cause. Time spent on all leaves provided for in this Article XV shall be considered service time for all benefits which depend in whole or in part upon the length of service with the Employer, except that the unpaid portion of any such leaves shall be excluded from the total service in the computation of dismissal pay.

2. A maternity leave of absence of up to twelve (12) months will be granted upon formal written request. The Employer will make every reasonable effort to permit a maternity leave of absence to begin and end on the dates requested.

A pregnant employee shall be entitled to sick leave for that time for which she is medically certified unable to perform her job because of her pregnancy and subsequent birth of her child and shall be treated the same as any other person under such leave, pursuant to Article VIII. Once a pregnant employee is medically certified able to return to work, sick pay ceases. The remainder of the maternity leave shall be unpaid and must be consecutive.

A child-rearing leave of absence of up to twelve (12) months without pay will be granted to the father of a newborn child. The leave may commence on or after the birth of the child and may extend no longer than the child's first birthday. The Employer will make every effort to permit such leave of absence to begin and end on the dates requested. The leave must be continuous. Where both parents are employed by the Employer, the combined maternity and child-rearing leave taken by the couple may not exceed twelve (12) months and may not be taken simultaneously and each leave must be continuous. The same rules that govern child-rearing leaves will apply to the parents of a legally adopted child five (5) years or younger except that the leave commences at the time of the adoption.

During the unpaid portion of these leaves, the employee may make arrangements for continuing company benefits, i.e., hospitalization and medical-surgical service, etc., where applicable, by paying the appropriate premiums.

An employee who is medically unable to return to work at the end of the twelve- (12-) month period may apply for sick leave under Article VIII, Paragraph 1. An employee returning to work from a maternity, child-rearing or

adoption leave shall be returned to a job in the same classification in which he/she worked prior to taking such leave. The employee's rate of pay shall be the rate then applicable to his/her job classification or the rate of pay he/she was receiving immediately prior to going on maternity, child-rearing or adoption leave of absence, whichever is higher.

3. In the event an employee is elected or appointed to any Newspaper Guild office or office in the Northeast Ohio Newspaper Guild such employee shall be given a leave of absence at his/her request. The foregoing shall also apply to the delegates to The Newspaper Guild and AFL-CIO conventions, both national and local, and to delegates to special meetings called by The Newspaper Guild provided that no more than six (6) employees are on such leave at one time except by mutual agreement.

4. At the expiration of such leaves, the affected employee shall be reinstated in the same or a similar position.

Article XVI

Military Service

1. An employee who leaves his/her position to engage in military service in the Armed Forces of the United States, United States Merchant Marine Service, or in active war work with the American Red Cross or a recognized organization of similar character, during the life of this Agreement, or who is required by law to enter civilian war work, shall be considered on leave of absence without pay for that period of such service unless and until he/she voluntarily reenlists. When such an employee is discharged from such service, he/she shall be employed by the Employer in the same or a comparable job to the one he/she had prior to such military service, provided he/she has not been dishonorably discharged and provided he/she is capable of performing such work and makes personal application for such employment with the Employer within ninety (90) days from the date of such discharge from such military service.

2. If an employee upon return from military leave of absence has complied with the foregoing conditions but is incapable of resuming employment because of physical or mental dis-

ability, the Employer shall attempt to place him/her in other acceptable employment. If such other employment is not found, the employee shall be paid his/her dismissal indemnity.

3. Vacancies created by such leaves shall be filled either by promotion of regular employees on the staff, or, if necessary, by hiring temporary employees. In either event a job filled under such circumstances shall be vacated upon the return of the original job holder. If the salary of any regular employee promoted to a vacancy is increased as a result of such promotion, this salary may be restored to its former figure provided this is not less than the existing minimum for his/her classification and the employee filling such vacancy shall be restored to his/her former job.

4. Each employee in military service shall receive credit for vacation time, experience rating and all other rights under this Agreement equivalent to the full amount of time served in military service as herein described, provided, however, at the time of his/her return, his/her service credit for each such purpose shall not, in any event, be more than double the service credit which he/she had when he/she entered

military service.

5. Service for the purposes of dismissal indemnity shall continue to accumulate while the employee is in military service.

6. The provisions of this service clause do not apply to temporary employees hired by reason of leaves of absence granted to employees for such service. All other provisions of this Agreement shall apply to such temporary employees.

7. An employee leaving after six (6) months of employment for military service, as herein described, shall receive the proportionate amount of his/her vacation pay. An employee leaving after one (1) year of employment for military service, as herein described, that will last for two (2) years or more, shall receive two (2) weeks' pay in addition to the proportionate amount of his/her vacation pay.

8. Leaves of absence shall be granted to employees for training service with the National Guard or the Army, Navy, Marine, Air Force or Coast Guard reserves, and the Employer shall treat the first fifteen (15) calendar days of such leave in any calendar year in accordance with

past practice.

Article XVII

Miscellaneous

1. **Byline:** An employee's byline may be used unless he/she specifically requests otherwise. If in the opinion of the Employer a retraction or correction is to be made in a bylined story, the individual concerned will be consulted by the Employer before a correction or retraction is made, subject to availability of the individual.

2. **Bulletin Boards:** The Employer agrees to provide a bulletin board suitably placed, in all buildings where Guild jurisdiction employees work, for the use of the Guild.

3. **Freedom of Employment:** The Employer agrees not to have or enter into any agreement with any other employer binding such other employer not to offer or give employment to employees of the Employer.

4. **Transfers:**

(a) Except as specified in (b), (c) and

(d) below, the following provisions shall govern transfers. No employee shall be transferred by the Employer to work in the same enterprise, when in another city, or in other enterprises, when in the same or another city, conducted by the Employer, or a subsidiary, related or parent company of the Employer, without the employee's consent. An employee transferred to work in another city outside Cuyahoga County or outside of any county contiguous to Cuyahoga County shall receive payment of all transportation and other moving expenses of himself/herself and family. There shall be no reduction in salary or impairment of other benefits as a result of such transfer. An employee shall not be penalized for declining to accept a transfer. However, an employee transferred from The Plain Dealer staff to a Bureau in another city, effective January 1, 1979, may be transferred back to the Plain Dealer after being given six (6) months' notice.

(b) Effective March 1, 2000, employees hired to work directly into the Columbus, Washington and/or Cincinnati bureaus prior to January 19, 1995, may be transferred by the Employer to work in another city after being given six (6) months' notice with copy to the Guild. The names of such employees are set

forth in Appendix A attached to this Agreement. Upon receipt of notice of transfer, employees whose names are set forth on Appendix A attached to this Agreement shall have fourteen (14) days to advise the Employer as to whether they will accept the transfer. If the named employees decline to accept the transfer, they will be considered as having resigned. Provided a named employee and the Guild execute the waiver and release agreements supplied by the Employer, a named employee who has so resigned will be eligible to receive two (2) weeks' pay for each full year of employment with the Employer up to a maximum of fifty-two (52) weeks' pay and, in addition, the employee will receive an equal number of weeks of contributions to The Plain Dealer - Cleveland Newspaper Guild Health Care Fund unless the employee obtains comparable coverage with another employer in which case the contributions by the Employer shall cease. It is understood and agreed that this provision applies only to the named employees and no others. There shall be no reduction in salary or impairment of other benefits as a result of such transfers. An employee transferred to a Bureau outside of Cuyahoga County or outside any county contiguous to Cuyahoga County shall receive payment of all transportation and other moving

expenses of himself/herself and immediate family. The decision of the Employer to transfer one of the named employees shall not be subject to the grievance and arbitration procedures of this Agreement. The Guild may request and the Employer will meet with the Guild to discuss any such proposed transfer within the fourteen-(14-) day period set forth above. Nothing herein shall be deemed to preclude the Guild from seeking to discuss transfers within the time frame set forth above nor to limit or restrict in any way the right of the Employer to make such transfers.

(c) All employees hired after January 19, 1995, into the Columbus, Washington or Cincinnati bureaus (or any subsequently established similar bureau) shall be considered to have been hired to work first at the Plain Dealer in Cleveland. Such employees shall be so advised at the time of hire and may be transferred out of their bureau after being give six (6) months' advance written notice with copy to the Guild.

(d) The parties agree that the following shall apply to transfer of personnel working at the main editorial offices (including any editorial department employees working out of the new

building location in Brooklyn, Ohio) and the various bureaus the Plain Dealer has opened, or will open, in Cuyahoga County or any county contiguous to Cuyahoga County. Any employee, wherever located, to be transferred to or from the main editorial offices (including any editorial department employees working out of the new building location in Brooklyn, Ohio) and/or any of the aforesaid bureaus, for a period of time in excess of sixty (60) days, will be given two (2) weeks' notice of such transfer. The Guild may request and the Employer will meet with the Guild to discuss any such proposed transfer in excess of sixty (60) days within the two- (2-) week notice period. Nothing herein shall be deemed to preclude the Guild from seeking to discuss transfers made for periods of more than thirty (30) but less than sixty (60) days nor to limit or restrict in any way the right of the Employer to make such transfers.

5. Creation of New Jobs: Should the Employer create a new job, it will inform the Guild of the job classification and negotiate new minimums for that job.

6. Sale of Reprints: On sales of each reprint (regardless of size or type of service

involved) of photographs which appear in the Plain Dealer, the Employer agrees to pay to the Photographer who took the picture one dollar (\$1) or fifty percent (50%) of the price charged at the time of sale by the Employer, whichever amount is greater.

7. Employees shall be advised of their right to the presence of a Guild representative at any discussion when a dismissal or other formal disciplinary action is contemplated.

8. No Discrimination: The Employer will continue its present policy of affirmative action and will continue actively to recruit and promote women and/or members of minority groups.

The Employer shall not discriminate with regard to age, sex, race, creed, color, national origin, Guild membership or lack of same.

The Employer and the Guild agree that the committee consisting of an equal number of Employer and Guild representatives established pursuant to the provisions of the Agreement which expired February, 28, 1991, will continue to meet at regular intervals to study and issue recommendations regarding career opportunities and training programs for employees who are women and/or members of minority groups.

9. Employees shall have the right to examine their personnel files up to a maximum of three (3) times per year on nonworking time and at reasonable times. They may copy their personnel files at their own expense. An employee may only examine his/her file in the presence of an Employer's representative. All documents in the employee's file shall be initialed by the employee and the Employer's representative and the employee shall sign and date a checkout card which shall state the date and time the file was examined. Employees may prepare, sign, and place in their files a written rebuttal of any adverse information therein contained.

10. 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 his/her work only to his/her conscience and to his/her employer, agree that protection of a news employee's security is of prime importance to his/her work.

The Employer and the Guild further agree that:

(a) When a requirement for disclosure of information, notes, documents, films or other

material or the source thereof is made upon an employee by a federal, state or municipal court, grand jury, agency, department, commission or legislative body, such employee shall notify the Employer, or if such requirement is made upon the Employer, the Employer shall notify the employee.

(b) Following such notification, Employer's counsel will be consulted and if his/her advice be followed, the employee shall not suffer any loss of pay or other benefits and shall be made whole to the extent permitted by law against any fines or damages by any final judgment or decision in the action.

11. The Employer shall monitor and regularly inspect new electronic machines, equipment, apparatus or processes to assure continuous compliance with applicable laws and regulations. The results of such monitoring and inspection shall be made available to the Guild.

12. Employees desiring to enroll in educational courses or programs which are job-related and provide training which will improve their job skills and competency in their present jobs may request the Employer to pay up to one-half the cost of such courses or programs. The

decision as to whether the Employer shall pay any part of the cost of such courses or programs shall be at the sole discretion of the Employer and shall not be subject to review through the grievance procedure. Any employee for whom the Employer has paid a portion of the cost of educational courses or programs who voluntarily leaves the employ of the Employer within one (1) year after taking the course or program or who does not complete the course or program shall reimburse the Employer for the cost incurred by it.

13. During the term of this Agreement the Employer, upon request from the Guild, will discuss the establishment of pre-tax payroll deductions for child care for eligible employees.

14. Jury Duty: An employee covered by this Agreement with at least one (1) year of employment who is required to report for jury service on a day when scheduled to work shall be paid for a maximum of ten (10) days of such jury service, minus any pay received as such jury person. In such a week, his/her work week shall be Monday through Friday. In the event a jury person, through circumstances beyond his/her control, is required to serve on a jury for longer than a ten- (10-) day period, the Human

Resources Department, upon notification of such extenuating circumstances, agrees to consider the merit of such special case. To be eligible for such payment the employee must show the Human Resources Manager, or his/her designated representative, his/her notice of call to jury service in advance and must furnish to the Human Resources Manager, or his/her designated representative, a statement of jury service from the Clerk of Court.

Article XVIII

Part-time and Temporary Employees

1. A part-time employee is one who is hired to work eighty percent (80%) or less of the work week as defined in this Agreement. A temporary employee is one who is employed for a special project or for a specified time. The duration of a special project shall not exceed four (4) months. The Guild shall be notified in writing as to the nature of such project and its duration. Temporary employees may be employed to cover vacancies created by leaves of absence granted for any reason for the duration of the leave of absence. The duration of employment of other temporary employees

hired for a specified time shall not exceed four (4) months. The four- (4-) month time periods referred to above may be extended by agreement of the Employer and the Guild.

2. Part-time and temporary employees shall not be employed for work normally or appropriately performed by regular full-time employees, nor where, in effect, such employment would eliminate a full-time employee except in emergencies recognized by the Guild.

3. Part-time and temporary employees, except as otherwise noted, shall be covered by all the provisions of this Agreement.

4. Part-time and temporary employees shall be paid on an hourly basis at least equivalent to the weekly minimum salary provided for their classification.

5. In the event a temporary employee subsequently becomes a regular employee, all time spent as a temporary employee shall count as service time.

Article XIX

Video Display Terminals

1. A committee consisting of three (3) Guild representatives and three (3) Employer's representatives shall be constituted to meet regularly regarding VDTs and their use so that mutually satisfactory solutions can be arrived at.

2. The Employer shall provide for and pay the cost of an ophthalmological examination every two (2) years for each employee whose job duties require regular use of VDTs. The initial examination shall be carried out before the employee begins such electronic work and the results of the initial and subsequent examination shall be furnished to the Employer for inclusion in the employee's personnel file.

Article XX

Savings Provision

1. To the best knowledge and belief of the parties, this Agreement now contains no provision which is contrary to federal or state law or regulation. Should, however, any provision of this Agreement, at any time during its life be

found to be contrary to federal or state law or regulation and/or unenforceable by final decree of judgment after exhaustion or waiver of all appeal rights, the parties agree to meet and bargain about the subject of such provision in an effort to reach agreement upon a provision which is lawful and/or enforceable. The parties agree that any provision of this Agreement found by any administrative agency or court to be unlawful and/or unenforceable shall not be enforced pending final resolution of the status of the provision. Notwithstanding any such finding of unlawfulness or unenforceability of any provision of this Agreement, all other provisions of the Agreement shall remain in full force and effect. This provision applies solely to litigation or administrative proceedings involving this Agreement and findings, rulings or decisions involving other Agreements and parties shall not be determinative of the status of any provision of this Agreement.

Neither the provisions of this Article XX, any claim of unlawfulness or unenforceability of other provisions of this Agreement nor any disagreement over the legality or enforceability of new language proposed by either party to replace a provision of this Agreement found to be contrary to federal or state law or regulation in accordance with the first paragraph of this

Article XX shall be subject to the provisions of Article XII - Grievance Procedure.

It is the agreement of the parties that no arbitrator shall have the authority to determine what language shall be used by the parties to replace a provision found to be contrary to federal or state law or regulation in accordance with the first paragraph of this Article XX. Nor shall the arbitrator have the authority to apply or enforce any provision of the Agreement found to be contrary to federal or state law or regulation under the first paragraph of this Article XX.

IN WITNESS WHEREOF, the parties by their duly authorized representatives, have hereunto set their hands at Cleveland, Ohio, this 26th day of September, 1996.

Plain Dealer Publishing Co. As
Publisher of the Plain Dealer
/s/ William Calaiacovo

Northeast Ohio Newspaper Guild
/s/ Hannah Jo Rayl

November 1, 1977
Renewed August 1, 1982
Renewed November 26, 1984
Renewed June 20, 1988
Renewed November 8, 1991
Revised and renewed September 26, 1996

Ms. Hannah Jo Rayl
Executive Secretary
Northeast Ohio Newspaper Guild
1729 Superior Avenue #450
Cleveland, Ohio 44114

Dear Hannah Jo:

This is to confirm the statements made to you during negotiations that the Plain Dealer has instituted, to continue in force during the term of our new collective bargaining agreement, a policy of group accident insurance covering employees working on company business while off company premises and providing benefits in the principal sum of \$50,000. The benefit shall be paid to a beneficiary designated by the employee.

Actual coverage and continuation of the policy are, of course, subject to the terms and

conditions of the policy itself. A copy of this policy is available in the Human Resources office for your inspection.

Plain Dealer Publishing Co.
As Publisher of the Plain Dealer
/s/ William Calaiacovo

Northeast Ohio Newspaper Guild
/s/ Hannah Jo Rayl

October 13, 1982
Renewed November 26, 1984
Renewed June 20, 1988
Renewed November 8, 1991
Revised and renewed September 26, 1996

Ms. Hannah Jo Rayl
Executive Secretary
Northeast Ohio Newspaper Guild
1729 Superior Avenue #450
Cleveland, OH 44114

Dear Hannah Jo:

At a meeting held on September 28, 1982, Cleveland Newspaper Guild and the Plain Dealer Publishing Company agreed to calculate mileage rates in accordance with the following formula.

Base mileage allowance January 1, 1979		.18
Price of gasoline January 1, 1979		.709
Price of gasoline July 1, 1982		1.413
7/1/82	1.413	.18
1/1/79	<u>.709</u>	<u>.07</u>
	.704	.25

At one cent (\$.01) increase in mileage allowance for every ten cent (\$.10) increase in

the price of gasoline the mileage allowance as of July 1, 1982, is twenty-five cents (\$.25).

The aforesaid formula will apply to the calculation to be made January 1, 1983.

AGREED:
FOR THE EMPLOYER
/s/ William Calaiacovo

AGREED:
FOR THE GUILD
/s/ Hannah Jo Rayl

Pension Memorandum

1. The pension fund will maintain a maximum amortization period of no more than ten (10) years.

2. Any Defined Benefit Plan contribution excess shall be returned to wages. "Excess" is defined as either the surplus over and above that needed to maintain the Pension Fund at one hundred ten percent (110%) of full funding level, and/or the amount of such contribution which is not deductible under the provisions of the Internal Revenue Code, as outlined in Article VI Section 6. There shall be no further contributions to the Individual Account Plan from any excess contributions on and after January 1, 1997.

3. Full vesting will occur after five (5) years of service.

4. Effective date of contract, revise benefit formula as follows:

(a) Years of service for maximum benefit will remain at 30 years

(b) Increase monthly earnings cap from

\$3,500.00 to \$4,265.23 to provide for a
\$1,700.00 maximum monthly benefit

(c) Benefit factor will stay at 1.3285714%.

5. For employees who retire between age of 57 up to 65th birthday, Early Retirement Reduction factor will be five-tenths of one percent (.5%) per month for each month between age at retirement and 65th birthday.

All other Early Retirement Reduction factors will remain unchanged.

AGREED:

Northeast Ohio Newspaper Guild
/s/ Hannah Jo Rayl

The Plain Dealer
/s/ William Calaiacovo

Date: June 20, 1988

Renewed: November 8, 1991

Revised and renewed: September 26, 1996

September 26, 1996

Ms. Hannah Jo Rayl
Executive Secretary
Northeast Ohio Newspaper Guild
1729 Superior Avenue #450
Cleveland, OH 44114

Dear Hannah Jo,

During the negotiations for the collective bargaining agreement to be effective from March 1, 1996, to February 28, 2006, it was agreed to add the position of Editorial Writers to the list of exclusions in Article II. By signing this letter, the parties hereto confirm that the position of Editorial Writer is excluded from the Northeast Ohio Newspaper Guild / Plain Dealer Editorial bargaining unit pursuant to the provisions of Article II - Exclusions, Section 1 of the collective bargaining agreement. During the discussions regarding exclusion of Editorial Writers, it was agreed that the six (6) persons presently performing the job of editorial writing would be given the opportunity to decide whether they wished to remain in the Northeast Ohio Newspaper Guild / Plain Dealer Editorial bargaining unit after the new collective bargaining agreement was executed.

If at any time during the term of the new collective bargaining agreement one of the six (6) employees presently holding the position of Editorial Writer notifies the Guild of his/her desire to no longer be a member of the Northeast Ohio Newspaper Guild / Plain Dealer Editorial bargaining unit, the Editorial Writer would be deemed excluded from the Northeast Ohio Newspaper Guild / Plain Dealer Editorial bargaining unit and thereafter cannot opt to return to the bargaining unit so long as he/she remains in that position.

Sincerely,

/s/ William Calaiacovo

Agreed:

/s/ Hannah Jo Rayl
Northeast Ohio Newspaper Guild

September 26, 1996

Ms. Hannah Jo Rayl
Executive Secretary
Northeast Ohio Newspaper Guild
1729 Superior Avenue #450
Cleveland, OH 44114

Dear Hannah Jo:

During negotiations for the Labor Agreement to be effective from March 1, 1996, to February 28, 2006, the Employer agreed to establish a 401 (k) Plan for Guild-represented employees at The Plain Dealer on the following basis:

(1) There will be no allocations from the wage-fringe benefit package for the term of the March 1, 1996, to February 28, 2006, Labor Agreement. Employee contributions shall be deducted on a weekly basis from his/her pay and paid into the 401 (k) Plan on a monthly basis.

(2) Any and all administrative fees and charges will be borne by the 401 (k) Plan and its participants.

(3) Administration of the 401 (k) Plan will be handled by representatives of the Employer.

(4) None of the provisions set forth in (1) through (3) above shall be subject to negotiation at the time of the March 1, 1996, to February 28, 2006, Labor Agreement wage reopener.

If the above accurately reflects the agreement of the parties, please sign where indicated below and return to me.

Sincerely,

/s/ William Calaiacovo

AGREED:

/s/ Hannah Jo Rayl
September 26, 1996
Northeast Ohio Newspaper Guild

September 26, 1996

Ms. Hannah Jo Rayl
Executive Secretary
Northeast Ohio Newspaper Guild
1729 Superior Avenue #450
Cleveland, Ohio 44114

Dear Hannah Jo,

During the negotiations for the collective bargaining agreement to be effective from March 1, 1996, to February 28, 2006, it was agreed that the night differential of the parties will be implemented as follows:

The night differential to be paid to employees for the period from March 1, 1996, to the signing date of the new agreement will be calculated on the new scale. However, the night differential to be rolled into the scale will be the night differential that was being paid to eligible employees prior to March 1, 1996.

If the above accurately reflects the agreement of the parties, please sign where indicated below and return to me.

Sincerely,

/s/ William Calaiacovo

AGREED:

/s/ Hannah Jo Rayl
Northeast Ohio Newspaper Guild
September 26, 1996

Appendix A

Keith Epstein (Washington)

Beth Marschak (Washington)

Bill Sloat (Cincinnati)

T.C. Brown (Columbus)

Vindu Goel (Columbus)

Mary Beth Lane (Columbus)

Mark Tatge (Columbus)

Tom Diemer (Hired into the Columbus Bureau

March 3, 1978, transferred to the

Washington Bureau January 14, 1985)

Laura Jones (Columbus)

Attachment A

Fringe Benefits Subject To Economic
Negotiations With Individual Unions Following
Agreement on Wage-Fringe Package At
Contract Re-opener

Guild:

Wages
Holidays
Retirement Fund
Vacations
Insurance Trust
Mileage Allowance

January 29, 1997

Ms. Hannah Jo Rayl
Executive Secretary
Local One Northeast Ohio
The Newspaper Guild
1729 Superior Avenue #450
Cleveland, OH 44114

Dear Hannah Jo:

During our conversation today you pointed out that in Article XIII Section 1 of the parties' recently signed collective bargaining Agreement the following portion of the last sentence was inadvertently carried over from the previous agreement:

“... and shall remain at that level for the duration of the Agreement unless by agreement between the employee and the Employer, said arrangement terminates at an earlier date.”

Per our discussion, the parties agree that the language shall remain in the agreement on the basis that its inclusion has no impact since a) Attachment A referred to in Article I Section 2 of the Agreement references the fact that the mileage allowance is subject to economic nego-

tiations at the time of the wage-fringe reopener, and b) the Company retains elsewhere in the Agreement the right to remove the requirement of an employee to use his/her automobile regularly in the service of the Employer.

Sincerely,

/s/ William Calaiacovo

Memorandum of Agreement

Whereas , on September 26, 1996, The Plain Dealer Publishing Co., as Publisher of The Plain Dealer (the “Employer”), and Northeast Ohio Newspaper Guild (the “Union”), entered into a collective bargaining agreement that became effective March 1, 1996 and continues in effect to and including February 28, 2006 as more specifically detailed in Article I of the parties’ collective bargaining agreement, covering certain employees of the Employer who are employed by the Employer in its editorial department, library department, and telephone department (the “Labor Agreement”); and

Whereas, Section 1 of Article III of the Labor Agreement provides that, effective June 1, 1997, a sum equal to \$37.00 times the number of employees in the bargaining unit on May 1, 1997, will be used to increase the wage scales in a manner to be determined by the Union and Employer; and

Whereas, the Employer and Union have agreed to the following changes in the Labor Agreement that became effective March 1, 1996 and continue in effect to and including February 28, 1997, as more specifically detailed in Article I of the Labor Agreement; and

Now, therefor, effective June 1, 1997 through August 31, 1998, the scale of wages to be paid under this Agreement shall be as follows:

A-1. Assistant City Editors, Editorial Writers, Assistant Sunday Editor, Assistant Sports Editor, News Makeup Editor, Friday Magazine Editor, Saturday Magazine Editor, Sunday Makeup Editor, T.V. Week Editor, Chief of National Copy Desk, Assistant News Editors, Layout/Design Editors, Night Picture Editor, Assistant Metropolitan Editors, Sports Makeup Editors, Assistant Sports Copy Desk Chief, Sports Layout Editors, Business Layout Editor, Graphics Coordinator, Travel Editor, Book Editor, Auto Editor, Assistant Living Editor, Assistant Entertainment Editor:

Effective June 1, 1997

1st yr.	2nd yr.	3rd yr.
1017.70	1035.67	1073.56

A. Reporters, Copy Editors, Artists,
Photographers, Special Subject Writers and
Sub Editors:

Effective June 1, 1997

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
611.76	672.60	727.64	799.24	1003.88

B. Librarians:

Effective June 1, 1997

1st yr.	2nd yr.	3rd yr.	4th yr.
611.76	672.60	727.64	786.09

C. Editorial Clerks, Research Assistants:

Effective June 1, 1997

1st yr.	2nd yr.	3rd yr.	4th yr.
500.76	513.93	540.14	573.10

D. Library Clerks:

Effective June 1, 1997

1st yr.	2nd yr.	3rd yr.	4th yr.
526.28	539.21	656.31	598.10

F. Secretaries:

Effective June 1, 1997

1st yr.	2nd yr.	3rd yr.
561.61	583.12	655.25

H. Editorial Composition Clerks:

Effective June 1, 1997

1st yr.	2nd yr.	3rd yr.	4th yr.
544.66	568.51	605.52	655.25

Agreed:

Northeast Ohio Newspaper Guild

/s/ Hannah Jo Rayl

/s/ Scott Stephens

The Plain Dealer Publishing Co.

/s/ William Calaiacovo

