

AMENDMENT

to

**3/1/96 to 2/28/06
CONTRACT AGREEMENT**

between

**PLAIN DEALER
PUBLISHING COMPANY**

and

**THE NORTHEAST OHIO
NEWSPAPER GUILD**

(Amendment effective 3/1/02 to 2/28/06)

WHEREAS, on September 26, 1996, the Plain Dealer Publishing Company, as Publisher of The Plain Dealer (the "Employer") and the Northeast Ohio Newspaper Guild (the "Union"), entered into a collective bargaining agreement, for the period March 1, 1996, through February 28, 2006, inclusive, 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, Article I Section 2 of the Labor Agreement provides that the Labor Agreement may be reopened solely for the purpose of negotiating adjustments to the wage-fringe benefit provisions listed in Attachment A to the Labor Agreement which were to be effective on March 1, 2002, and thereafter during the remaining term of the Labor Agreement; and

WHEREAS, the Employer and Union reopened the Labor Agreement for the purpose of negotiating such adjustments; and

WHEREAS, the Employer and Union have reached an agreement on the wage-fringe benefit adjustments that are to be effective on March 1, 2002, and thereafter during the remaining term of the Labor Agreement;

NOW, THEREFORE, the Employer and Union hereby agree that the Labor Agreement shall be amended as follows:

1) The following language shall be added to Article III Section 1 of the Labor Agreement:

"Effective March 1, 2002, through June 30, 2003, the scale of weekly wages to be paid under the Labor 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 Make-Up 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 3/1/02

1st Yr	2nd Yr	3rd Yr
1,146.43	1,165.97	1,205.32

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

Effective 3/1/02

1st Yr	2nd Yr	3rd Yr	4th Yr	5th Yr
685.24	758.26	819.43	875.19	1,130.61

B. Librarians:

Effective 3/1/02

1st Yr	2nd Yr	3rd Yr	4th Yr
685.24	758.26	819.43	882.43

C. Editorial Clerks, Research Assistants:

Effective 3/1/02

1st Yr	2nd Yr	3rd Yr	4th Yr
552.97	572.38	602.70	641.45

D. Library Clerks:

Effective 3/1/02

1st Yr	2nd Yr	3rd Yr	4th Yr
581.49	597.66	627.87	666.55

F. Secretaries:

Effective 3/1/02

1st Yr	2nd Yr	3rd Yr
631.33	654.12	735.81

H. Editorial Composition Clerks:

Effective 3/1/02

1st Yr	2nd Yr	3rd Yr	4th Yr
608.84	635.18	678.29	735.81

Effective July 1, 2003, a sum equal to twenty-five dollars and eighteen cents (\$25.18) times the number of employees in the bargaining unit on June 1, 2003, 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 June 1, 2003, the Guild may allocate part of said twenty-five dollars and eighteen cents (\$25.18) 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 twenty-five dollars and eighteen cents (\$25.18) increase is allocated by the Guild for the purpose set forth above, then effective July 1, 2003, a sum equal to the amount of the balance of said twenty-five dollars and eighteen cents (\$25.18) increase that is not so allocated times the number of employees in the bargaining unit on June 1, 2003, shall be used to increase the wage scales in a manner to be determined by the parties.

Effective November 1, 2004, a sum equal to twenty-six dollars (\$26.00) times the number of employees in the bargaining unit on October 1, 2004, 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 October 1, 2004, the Guild may allocate part of said twenty-six dollar (\$26.00) 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 twenty-six dollar (\$26.00) increase is allocated by the Guild for the purpose set forth above, then effective November 1, 2004, a sum equal to the amount of the balance of said twenty-six dollars (\$26.00) increase that is not so allocated times the number of employees in the bargaining unit on October 1, 2004, shall be used to increase the wage scales in a manner to be determined by the parties."

2) The following language shall be added to Article VI Section 1 of the Labor Agreement:

"Effective March 1, 2002, the Employer will at least once a month pay into the Cleveland Newspaper Publishers-Guild Retirement Benefit Trust Fund forty-one dollars and fifteen cents (\$41.15) per week for each full-time employee and each designated part-time employee in the departments covered by this Agreement.

Effective July 1, 2003, the Employer will at least once a month pay into the Cleveland Newspaper Publishers-Guild Retirement Benefit Trust Fund forty-five dollars and ninety-seven cents (\$45.97) per week for each full-time employee and each designated part-time employee in the departments covered by this Agreement.

Effective November 1, 2004, the Employer will at least once a month pay into the Cleveland Newspaper Publishers-Guild Retirement Benefit Trust Fund forty-nine dollars and ninety-seven cents (\$49.97) per week for each full-time employee and each designated part-time employee in the departments covered by this Agreement."

3) The following language shall be added to Article IX Section 2 of the Labor Agreement:

"Effective March 1, 2002, the Employer shall make payments to the Insurance Trust Fund at the rate of four hundred thirty-one dollars and forty-one cents (\$431.41) per month for each regular, full-time employee covered by the labor Agreement.

Effective July 1, 2003, the Employer shall make payments to the Insurance Trust Fund at the rate of four hundred thirty-five dollars and seventy-five cents (\$435.75) per month for each regular, full-time employee covered by the labor Agreement.

Effective November 1, 2004, the Employer shall make payments to the Insurance Trust Fund at the rate of four hundred forty dollars and eight cents (\$440.08) per month for each regular, full-time employee covered by the labor Agreement."

4) Effective March 1, 2002, paragraph 4(b) of the Pension Memorandum dated June 20, 1988, and most recently revised and renewed September 26, 1996, (the "Pension Memorandum") shall be amended as follows:

"4(b) Increase monthly earnings cap from \$4,265.23 to \$5,519.72 to provide for a \$2,200.00 maximum monthly benefit."

All other portions of the Pension Memorandum shall remain unchanged.

5) Effective March 1, 2002, the second and third paragraphs of Article XIII Section 1(a) shall be amended as follows:

"Effective March 1, 2002, 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 quarterly basis one cent (\$0.01). If the cost of gasoline decreases ten cents (\$0.10), the mileage rate will be decreased on a quarterly 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 quarterly basis for the term of this Agreement at no cost to the Guild. Adjustments to the new mileage allowance, if applicable, will be effective on the first Monday of each calendar quarter."

All other portions of Article XIII shall remain unchanged.

For The Plain Dealer For Northeast Ohio
Publishing Company: Newspaper Guild:

/s/ William Calaiacovo /s/ Hannah Jo Rayl

Date: Feb. 19, 2002 Date: Feb. 19, 2002