

EXTENSION

to

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

between

**PLAIN DEALER
PUBLISHING COMPANY**

and

**THE NORTHEAST OHIO
NEWSPAPER GUILD**

(Extension effective through 2/28/14)

This Extension Agreement is entered into this 29th day of October 2004 by and between the Plain Dealer Publishing Co., as Publisher of The Plain Dealer, hereinafter referred to as the Publisher, and the Northeast Ohio Newspaper Guild, Local 1, hereinafter referred to as the Union.

The Publisher and Union hereby extend, modify and amend the March 1, 1996 through February 28, 2006 collective bargaining agreement as follows:

1. Duration

The duration of the collective bargaining agreement shall be through the 28th day of February, 2014, inclusive, and thereafter from year to year unless written notice by registered mail of a desire for change or termination of this Extension Agreement by either party to the other is given sixty (60) days prior to February 28, 2014, or of any subsequent yearly period after February 28, if extended.

2. Wage-Fringe Increases

Effective March 1, 2006, a sum equal to twenty-three dollars (\$23.00) times the number of employees in the bargaining unit on February 1, 2006 shall be used in a manner as set forth below.*

Effective March 1, 2007, a sum equal to twenty-three dollars (\$23.00) times the number of employees in the bargaining unit on February 1, 2007 shall be used in a manner as set forth below.*

Effective March 1, 2008, a sum equal to twenty-three dollars (\$23.00) times the number of employees in the bargaining unit on February 1, 2008 shall be used in a manner as set forth below.*

Effective March 1, 2009, a sum equal to twenty-three dollars (\$23.00) times the number of employees in the bargaining unit on February 1, 2009 shall be used in a manner as set forth below.*

* The Publisher and Union agree that the Welfare Fund shall be funded so as to insure the Fund's solvency

and its ability to meet its obligations to participants. The Publisher and Union also have agreed upon wage-fringe package increases effective March 1 in each of the calendar years 2006, 2007, 2008 and 2009 and have provided a procedure for negotiating wage-fringe package increases for the economic reopener period.

It is hereby agreed that at least sixty (60) days prior to the effective date of any wage-fringe increase, the Fund's actuary and/or insurance carrier shall inform the Union and Publisher the amount of money needed for the Welfare Fund to meet its obligations to participants for the plan year beginning the next March 1st or any plan year in the wage-fringe reopener period. The actuary's and/or insurance carrier's economic determination(s) shall not be disputed by either party.

At least thirty (30) days prior to March 1st of each year or other applicable dates in the wage-fringe reopener period, the Union shall provide to the Publisher in writing its allocation from each scheduled increase and/or the Trustee-approved benefit reduction that will be equal to the amount determined by the actuary and/or insurance carrier.

The Publisher and Union also agree that should the actuary and/or insurance carrier determine that more than the entire amount of any scheduled wage-fringe increase and/or benefit reduction is needed for the Welfare Fund to meet obligations to participants for the plan year beginning the Next 1st or any plan year in the wage-fringe reopener period the Union will agree to reduce wages by that amount.

After the welfare allocation described above, the balance of said increase, if any, shall be allocated to wages and/or pension by the Union with the approval of the Publisher. The Publisher, however, shall approve the Union's allocation absent a showing that reallocation would have a substantial impact upon the funding of the pension fund. The Union shall notify the Publisher in writing of its allocation at least thirty (30) days before such allocation is to take effect.

A sum equal to the balance of each scheduled increase that is not allocated to welfare and/or pension times the number of employees in the bargaining unit thirty days prior to each scheduled increase shall be used to increase the wage scales in a manner to be determined by the parties.

This Agreement is an allocation mechanism and is not intended to nor does it change or modify the terms of Health & Welfare Funds and Pensions Funds and their related trusts.

3. Lump-Sum Signing Bonus

Within thirty (30) days of the signing of this Agreement, the Publisher shall make a one-time lump sum payment into the Welfare Fund equal to seven hundred fifty dollars (\$750.00) times the number of employees covered by the collective bargaining agreement on the Employer's payroll on the date of the signing of this Agreement.

4. Economic Reopener

This Extension Agreement may be re-opened solely for the purpose of negotiating adjustments to the wage-fringe benefit provisions listed in Attachment A and attached to the Extension Agreement ninety (90) days prior to February 28, 2010, which are to be effective on March 1, 2010 (the end of the forty-eighth (48th) month of the extended term of the parties' collective bargaining agreements) and thereafter during the remaining term of the Extension Agreement. The parties pledge to negotiate in good faith for adjustments to the wage-fringe benefit provisions of the Extension 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 said forty-eighth (48th) month, 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 the Extension Agreement. For the term of this Extension Agreement, the orderly relationship between the Publisher and Union 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 Union 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 Publisher has business dealings, including mass picketing which obstructs or interferes with access to the Publisher's buildings, shall constitute a violation of this paragraph. This paragraph, however, shall not prevent the Union from engaging in informational picketing at the Publisher's buildings located 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 Union from communicating by letter with advertisers or other businesses or business entities with which the Publisher has business dealings concerning the economic differences existing between the Publisher and the Union in the negotiations for a wage-fringe package to cover the remaining term of the extended Collective Bargaining Agreements.

5. By previous agreement, all of the thirty-one dollar (\$31.00) November 1, 2004 wage-fringe increase shall be allocated as an additional Publisher contribution to the Health & Welfare Plan covered under Article IX Section 2 of the collective bargaining agreement.

As a result of the above change, effective November 1, 2004 the Publisher contribution on behalf of full-time employees who are covered under Article IX Section 2 shall become five hundred eighty-seven dollars and forty-one cents (\$587.41) per month.

6. It is agreed that all provisions of the current collective bargaining agreement covered by this Extension Agreement are hereby extended unchanged for its term except to the extent that they have been amended, replaced and/or modified by this Extension Agreement. In the case of any conflict between the current collective bargaining agreement and this Extension Agreement, the provisions of this Extension Agreement shall govern.

Agreed to this 29th day of October 2004.

For the Publisher For the Union:

/s/ William Calaiacovo /s/ Mark R. Davis

[Guild note: The weekly diversion by the Employer to the Cleveland Newspaper Publishers-Guild Retirement Benefit Trust Fund, effective July 1, 2003, to the present (10/29/04), is \$55.15 per week for each full-time employee and each designated part-time employee in the departments covered by this Agreement.]

Attachment A

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

Wages
Holidays
Retirement Fund
Vacations
Insurance Trust
Mileage Allowance