

**MEMORANDUM OF AGREEMENT**  
**Between**  
**Plain Dealer Publishing Co.**  
**And**  
**The Northeast Ohio Newspaper Guild**

The parties enter into this Memorandum of Agreement (MOA) with the intention of providing The Plain Dealer the means to perform on-line work, within the confines of the parties' collective bargaining agreement. The MOA also is intended to provide Plain Dealer employees represented by the Northeast Ohio Newspaper Guild an opportunity to play a meaningful role in the operation of online work, and to preserve the Guild's rights to represent Plain Dealer employees.

This MOA shall be incorporated into the Collective Bargaining Agreement.

1. The Plain Dealer agrees to assign on-line editorial work performed by employees of The Plain Dealer to The Plain Dealer's Guild-represented editorial unit where it will be performed in accordance with the terms of the parties' collective bargaining agreement as historically interpreted. However, the parties further agree and acknowledge that this MOA does not limit any Plain Dealer employee from appearing on cleveland.com in formats such as blogs, podcasts, chat rooms or any on-line venues. Additionally, it is understood that any on-line work produced or performed by excluded employees or other persons employed by The Plain Dealer shall not appear in the print edition of The Plain Dealer, except as currently permitted.
2. The Plain Dealer will provide bargaining unit employees the training and equipment necessary to adequately perform assigned on-line work. Employees may not decline or refuse work assignments.
  - (a). No employee hired prior to the effective date of this MOA shall be disciplined for failing to properly perform an on-line assignment for which he/she has not received adequate training provided the employee has shown a good-faith effort to perform the work.
  - (b). Additionally, for a period of five years after the start of training, no employee hired prior to the effective date of this MOA who has demonstrated a good-faith effort to perform the work will be subject to discipline regarding performance of on-line work if such work is beyond the scope and experience normally required of their position for print publication. For example, a reporter would not be disciplined for the quality of work shooting video, nor would a photographer be disciplined for the quality of writing on-line copy.
3. The Guild commits not to claim jurisdiction over, or claim representation of non-bargaining unit individuals performing on-line work, including persons employed by cleveland.com whether through unit clarification procedures, including accretion, or through contract grievance procedures. Nothing in this paragraph limits the Guild's right to organize employees of cleveland.com as a separate bargaining unit.

4. Compensation. The parties agree that the issue of compensation for any online work shall be a subject of the parties' economic re-opener.
5. This agreement shall become effective upon its execution and become part of the collective bargaining agreement and shall be governed, as are all other terms contained therein, by the Evergreen Clause in Article I Section 2 of the parties' collective bargaining agreement.

AGREED:

/s/ Mark Davis  
Northeast Ohio Newspaper Guild

10-22-07  
Date

AGREED:

/s/ William Calaiacovo  
Plain Dealer Publishing Co.

10-22-07  
Date

/s/ Scott Stephens  
Northeast Ohio Newspaper Guild

10-22-07  
Date