

ALL PROPOSALS APPLY TO BOTH NEWS AND ADVERTISING CONTRACTS UNLESS SPECIFICALLY NOTED OTHERWISE.

The Providence Journal Company (“The Company”) and the Providence Newspaper Guild (“The Guild”) agree to a new collective bargaining agreement which by its terms expired on December 31, 1999. This new collective bargaining agreement shall contain all the terms and provisions of the previous collective bargaining agreement except as follows:

NOTE: Guild initials on this Offer indicate accuracy of the document and not acceptance by the Guild.

AGREEMENT

Revise first paragraph to read:

This AGREEMENT, made and entered into this ____ day of ____, 2003, by and between THE PROVIDENCE JOURNAL COMPANY, hereinafter known as the “PUBLISHER” or “COMPANY”, and the PROVIDENCE NEWSPAPER GUILD, hereinafter known as the “GUILD”, shall be in effect from January 1, 2000 through December 31, 2005.

Delete second paragraph which reads:

It is agreed that the News Collective Bargaining Agreement dated April 25, 1995, and effective January 1, 1994, through December 31, 1996, is extended in all its terms and conditions, including Side Letters of Agreement, except as provided hereinafter, and this AGREEMENT is made part thereof.

ARTICLE 1, COVERAGE:

1.(a) NEWS UNIT: The term “employee” as used in the Agreement shall include all employees in the Publisher’s News and Editorial Departments except the following, who are excluded from the application of this Agreement: Elected Officers of the Publisher, Executive Editor, Deputy Executive Editor, Managing Editors (4); Metropolitan Managing Editor, Associate Managing Editor, Systems Editor, News Editor, Night Production Editor, Regional News Editors (6), Metro Edition Editor, City Editor, Assistant City Editor, Editor of the Editorial Pages, Chief Editorial Writer, Editorial Cartoonist, Editorial Columnist, Assistant Managing Editors (3), Sports Editor, Financial Editor, Assistant Director-Photography and Graphics, Librarian, Editor for Technology and Development, Confidential News Department Secretaries (3), Director of Electronic Publishing, On-line Operations Manager, On-line Administration Assistant, and On-line News Editor.

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(b) ADVERTISING UNIT: The term “employee” as used in the Agreement shall include all employees in the Publisher’s Advertising Department, Prepublishing Department and Janitorial Department, except the following, who are excluded from the application of this Agreement: Elected Officers of the Publisher, Director of Advertising, Senior Sales Directors (2), Sales Directors (10), Creative Director, Manager-Advertising Planning, Advertising Systems Development Manager, Secretaries (5); to the Vice President-Advertising, Senior Sales Director-Personnel, Senior Sales Director-Operations and Manager-Advertising Planning (2); On-line Marketing Manager, Research Director, Pre-Publishing Department Manager, Assistant Pre-Publishing Managers (3), Promotion Director, Promotion Manager and Cleaning Manager.

ARTICLE 2, GUILD JURISDICTION

For advertising unit, add 1(b) which reads:

1(b) Bargaining unit work shall be performed only by persons within the bargaining unit except as follows:

- (i) Segment Sales Directors shall be permitted to sell advertising provided the sales credits for bonus purposes shall accrue to the benefit of the entire team and, provided further, the number of Advertising Sales Representatives employed by the Company on the effective date of this Agreement shall remain the same for the duration of the Agreement.
- (ii) Those employees excluded in Article 1, above, may maintain customer relations, assist an Advertising Sales Representative in developing business and work toward overcoming operational and production difficulties.
- (iii) The Vice President-Advertising and the Director of Advertising may seek to have advertisers increase the amount they spend on advertising in the newspaper of the Publisher.

Revise Sections 5(a) and (b) to read as follows:

- 5.(a) All employees and irregular extras covered by this Agreement who are members of the Guild as of March 7, 1995 or who thereafter become members shall, as a condition of employment, maintain their membership for the duration of this Agreement.
- (b) All new employees hired after March 7, 1995 and irregular extras shall, as a condition of employment, as soon after their date of hire as legally permissible (30 days), become and remain members of the Guild

for the duration of this Agreement.

ARTICLE 3, INFORMATION

Revise paragraph 1 to read:

1. The Publisher shall supply the Guild monthly a list containing the following information for all employees on the payroll and for irregular extras:

Revise paragraph 3 to read:

3. The Publisher shall notify the Guild, at least bi-weekly in writing, of the following:
- (a) Any resignations, retirements or deaths not previously reported to the Guild.
 - (b) Any changes in the data specified in Section (1) not previously reported to the Guild.
 - (c) The names of any irregular extras employed not previously reported to the Guild under the terms of Article 18, the number of hours worked, the total compensation and the specific reasons for such employment.

Revise paragraph 9 to read as follows:

9. The Guild shall be furnished monthly the following:
- (a) Changes in list of bargaining unit retirees with plan benefits;
 - (b) Annual actuarial report;
 - (c) Annual trustees' report;
 - (d) Copies of applications for retirement by bargaining unit employees;
 - (e) Copies of IRS Letters of Determination.

ARTICLE 5, GRIEVANCE PROCEDURE

Revise Section 1a to replace "Providence Journal-Bulletin" with "Providence Journal."

Add to paragraph 2:

Either Party may request that a certified court reporter record the proceedings and that such transcript shall be the official record. The Party requesting the stenographer shall pay the stenographer's fees, the cost of the transcript to the Arbitrator and its copy; the

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other Party shall pay the cost of its copy if requested.

Delete paragraph 4 which reads:

4. Except in the case of discharge, conditions prevailing prior to an action or circumstance which results in a dispute shall be maintained unchanged pending final settlement of the dispute as provided herein.

Revise paragraph 7 to read:

Grievances may not be consolidated for arbitration. However, contemporaneous occurrences or non occurrences that affect numerous similarly situated employees may be combined in a single grievance.

Revise paragraph 8 to read:

In cases involving employee suspension or discharge, grievances shall be submitted for expedited arbitration. This section shall be effective for the first three arbitrations on such matters following the signing of this Agreement. Use of expedited arbitration may be extended beyond three cases by written agreement of the parties. The Guild and the Company shall select a pool of five arbitrators to hear expedited arbitration cases.

ARTICLE 6, SENIORITY

Revise Section 2 to read as follows:

No seniority will be attained or acquired by any new employee until such employee has completed a probationary period or by an irregular extra. The probationary period for new employees shall be six (6) calendar months for reporters with an experience rating of two (2) years or less, Classified Sales Managers, Field Sales Manager, Department Store Manager, Retail Automotive Sales Manager, Sales Manager-General Advertising, Assistant Credit Manager and Advertising Sales Representative (Retail, National and Classified) with an experience rating of six (6) months or less; thirty-two (32) working days for employees classified as State Staff Office Assistants, Copy Clerks Library Assistants, General Assistants, Receptionist, Research Clerks, Credit Assistants, Classified Switchboard, Clerk Stenographers, Data Entry Clerks, Make-up Copy Clerks, Credit Clerks, Cashier, Clerk Typist, Receptionist, Office Clerks, delivery clerks, Porters and Lumpers; and sixty-five (65) working days for all other new employees. During an employee's probationary period, such employee may be laid off or discharged as exclusively determined by the Publisher. Upon completion of the probationary period, the new employee's seniority will be credited from the date of the commencement of employment.

ARTICLE 7, TRANSFERS AND PROMOTIONS

Revise Sections 3 to read:

3. (a) (i) Employees who apply for open positions in the News unit will be given first and due consideration for vacancies in higher classifications within the bargaining unit. Notice of all such vacancies shall be posted, with a copy to the Guild, eight (8) days in advance of filling the vacancy. Notice of such vacancy shall include a brief description of the job. The employee selected to fill the vacancy shall not be notified until after the expiration of the posting period.

3. (a) (ii) Employees who apply for open positions in the Advertising unit will be given first and due consideration for vacancies in higher classifications or positions within the bargaining unit and seniority shall be a factor. Notice of all such vacancies or positions shall be posted, with a copy to the Guild, eight (8) days in advance of filling the vacancy. Notice of such vacancy shall include a brief description of the job. The employee selected to fill the vacancy shall not be notified until after the expiration of the posting period.

Revise Section 5 to read:

5. (a) Promoted employees shall be given trial periods as follows: Up to six (6) calendar months for those promoted to Section Editor, Editorial Writer, Page Editor, Picture Editor, Makeup Editor, State Staff Manager, Artist, Photographer, Reporter, Field Sales Manager, Department Store Manager, Retail Automotive Sales Manager, Sales Manager-General Advertising, Classified Sales Manager, Assistant Credit Manager, Advertising Artist, Advertising Promotion Specialist, Head Makeup Coordinator, Advertising Sales Representative (Retail, National and Classified) and Makeup Person; up to sixty-five (65) working days for those promoted to Copy Editor, Picture Editor Assistant, Makeup Assistant, News Specialist, Departmental Assistant, Visual Technician, Editorial Assistant, Assistant Credit Officer Manager, National Office Supervisor, Assistant Detail Manager, Assistant Telephone Room Manager, Night Classified Office Supervisor, Assistant to Credit Manager, Bookkeeper, Merchandise Specialist, Assistant to the Night Classified Supervisor, Senior Display Marked Paper Clerk, Inside Telephone Sales, Inside Display Sales, Classified Counter Sales, Computer Operator, Advertising Tabulator, Lead Data Entry Clerk, Secretary, National Order Clerk, Classified Clerk, Display Marked Paper Clerk, and up to thirty-two (32) working days for those promoted to Special Writer, Overnight Editor, Assistant Art Department Head, Chief Night Artist, Library Assistant, State Staff Office Assistant, General Assistant, Receptionist, Credit Clerk, Classified Switchboard, Clerk Stenographer, Data Entry Clerks, Makeup

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Copy Clerk, Cashier, Clerk-Typist, Porter and Lumper, and all other positions.

(b) During such trial periods the employee shall receive, in the classification to which he or she is advanced, at least the minimum next higher than his or her salary in the classification from which he or she is advanced, without penalty or prejudice.

ARTICLE 10, HOLIDAYS

Delete one of the two optional holidays.

ARTICLE 11, VACATIONS

Revise paragraphs 1(b) and (c) to read:

1. (b) Employees who have been continuously employed for less than five (5) years, but for one (1) year or more as of July 1 of the year in which the vacation is to be scheduled shall receive two (2) weeks' vacation.

(c) Employees who have been regularly employed continuously for five (5) years or more as of July 1 of the year in which the vacation is to be scheduled shall receive three (3) weeks' vacation, at least ten (10) days (two weeks) of which may be consecutive at the employee's option.

ARTICLE 12, SICK PAY AND SHORT TERM DISABILITY

1. An employee shall not forfeit any part of his or her pay because of absence on account of illness up to and including one (1) week's time in any calendar year up to three (3) days of which may be used for illness in the immediate family.

ARTICLE 13, HEALTH AND SAFETY

Delete paragraphs 3, 4, 5, 6 and 7 which read:

3. (a) The Publisher will provide and pay for eye examinations for all employees newly assigned to use the VDTs and will provide a follow-up examination thereafter within two (2) years. The Publisher reserves the right to designate a physician of its choice.

(b) Should any employee who is assigned use of a VDT require, as a result of such use, eyeglasses or a change in eyeglasses, the Publisher will provide same. The Publisher reserves the right to designate a physician and optician of its choice.

4. Requests for eye examinations described in Section 3 must be made to the Publisher within 90 days of the initial assignment to use a video display terminal, or, in the case of a follow-up examination, within two (2) years of the initial examination.

5. The eye examination referenced above shall include a test for visual acuity and a refraction test, if needed.

6. Those employees for whom the cost of the eye examination or eye glasses would be paid, in whole or in part, by a group insurance, medical, or optical plan provided by the Publisher, must first submit such charge to the plan for payment, and would be made whole for any co-payment charge that they incur.

7. The Publisher may decline to pay expenses for eye examinations or eyeglasses which are not obtained through this procedure, and may decline to pay for extravagant eyeglass frames or for eyeglasses not required as a result of using a VDT.

ARTICLE 14, INSURANCE

Revise to read in its entirety as follows:

Medical and Dental:

1. The Company shall pay eighty-five (85%) of the premium or premium equivalent cost of medical and dental coverage. Employee premium costs shall be based on four tiers: employee only, employee and spouse, employee and children, and employee and family.
2. The Company shall offer eligible employees participation in United Healthcare PPO, United Healthcare HMO, CIGNA

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HealthCare POS, Lumenos Healthcare CDH, Medco Health Solutions (prescription drug) and MetLife DPPO (dental) plans.

3. The Company agrees to provide Guild employees in the Washington Bureau with health insurance coverage substantially equivalent to the above, based on the same contribution formula as above.

Vision:

1. The Company shall offer eligible employees participation in Vision Service Plan for eye exams, frames and lenses. Employees shall be responsible for 100% of the premium cost.

Life Insurance:

1. Eligible employees shall be covered with group life insurance equal to two times their annual salary. Eligible employees shall be provided a minimum of \$30,000 of life insurance.
2. Employees hired prior to July 10, 1964, will continue to retain insurance in the amount of five thousand dollars (\$5,000) upon retirement, and those hired after July 10, 1964 will retain insurance in the amount of one thousand five hundred dollars (\$1,500) upon retirement.
3. Eligible employees shall have the option of purchasing supplemental life coverage from one to five times their annual base salary and dependent life insurance coverage.

Personal Accident Insurance:

1. Eligible employees shall have the option of purchasing Personal Accident Insurance coverage between 1 and 6 times annual earnings, with a maximum benefit of \$500,000.
2. Eligible employees may purchase Personal Accident Insurance for their families.

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Travel Accident Insurance:

1. Eligible employees shall be provided with Travel Accident Insurance. The death benefit for this plan will be 1- ½ times base salary (minimum of \$100,000; maximum of \$300,000) per employee.

Long Term Disability:

1. Eligible employees, on the first of the month following 12 months of employment, shall be provided Long Term Disability Insurance providing 60 % replacement income benefit up to a maximum benefit of \$10,000 per month.

Flexible Spending Accounts:

1. Dependent Care Spending: Eligible employees shall be allowed to participate in a dependent care spending account by contributing pre-tax dollars to cover qualified expenses. The Company will provide a 100% match, on the employee contribution, up to a maximum of twenty dollars (\$20) per week.
2. Health Care Spending: Eligible employees shall be allowed to participate in a health care spending account by contributing pre-tax dollars to cover qualified expenses.

Adoption Assistance:

1. The Company shall reimburse eligible employees up to \$3,000 of eligible expenses associated with adoption. The lifetime maximum benefit available per family is \$9,000.
2. Eligible employees with at least twelve months of employment at the time the child is placed in the home are covered by this policy.

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Domestic Partner Benefit:

1. The Company shall provide medical, dental and vision coverage to domestic partners of eligible employees. Dependent children of domestic partners shall be covered under this benefit. To establish a domestic partnership, an employee must submit an affidavit verifying that all of the following criteria have been met:
 - a. Share a close personal relationship and be responsible for each other's welfare;
 - b. Lives with employee in the same residence
 - c. Is the only domestic partner of the employee and intends to remain so indefinitely.
 - d. Is not related to employee by blood or degree of closeness that would prohibit legal marriage
 - e. Is at least 18 years old and competent to contract under law.

Employee Assistance:

1. The Company shall provide confidential employee assistance plan that offers behavioral health care assistance to employees and their dependents. The plan will provide phone support 24 hours a day and will cover up to six visits with a local counselor.

Full time employees, those regularly working thirty-seven and one-half (37 ½) hours per week, are eligible for all of the above plans. Part time employees regularly working twenty-two and one half (22 ½) hours per week, are eligible for all of the above plans except adoption assistance. Part time employees regularly working less than twenty-two and one half (22 ½) hours per week are eligible only for the above Medical and Dental plans upon payment by the employee of the applicable premium(s) at the group rate. Eligible employees will be allowed to participate in the above plans on the first of the month following two months of employment, except as otherwise noted.

The Company may add different plan(s) or replace these plans with substantially equivalent plans.

ARTICLE 15, LEAVES OF ABSENCE

Revise paragraph 5(f) to replace “The Providence Journal-Bulletin Medical Department” with “The Company’s Human Resources Department” and replace “The Providence Journal-Bulletin” with “The Providence Journal Company.”

ARTICLE 17, PART-TIME AND IRREGULAR EXTRA EMPLOYEES

Delete paragraph 3(c) which reads:

3(c) The Publisher shall compile and furnish to the Guild a master list, effective as of January 1, 1964, of all irregular extras. If any irregular extra so listed is not employed by the Publisher for a period of one year, his or her name shall be dropped from the list.

Revise paragraph 3(d) to read:

If an irregular extra whose employment has been terminated is, at some later date, re-employed as an irregular extra, all hours previously credited to him or her shall be counted whenever the number of such hours is applicable to benefits.

Revise paragraph 3(e) to read:

3(e) If an irregular extra is subsequently employed as a part-time or regular full-time employee, all hours worked as an irregular extra shall be credited to him or her wherever the amount of time worked is applicable to benefits and for the purpose of determining the appropriate probation period. In addition, hours worked as an irregular extra shall be taken into account in determining the experience rating. In determining vacation entitlement, the employee shall receive no less than his or her entitlement under Section 5 (b), (c), or (d).

Revise paragraph 5(a) to read:

5.(a) Irregular extras who have completed four hundred sixty-eight (468) hours of work, and any part-time employees, shall be entitled to pro-rata pay for the holidays recognized in Article 10 of this Agreement. Pro-rata holiday pay shall be based, in the case of part-time employees, upon the number of hours in the part-time employee's regular work week as compared to thirty-seven and one-half (37 1/2); and, in the case of irregular extras, at the rate of one (1) hour's pay for each twenty-three and six tenths (23 6/10ths) hours of work or fraction thereof. In no case shall a part time employee receive less than their regularly scheduled straight time pay during a holiday week.

Revise paragraph 5(c) to read:

(c) Irregular Extras who have continuously been on the payroll for five (5) years as of July 1 of the year for which vacation is paid shall be entitled to a pro-rata share of vacation pay at the rate of one (1) hour's pay for each seventeen and one-third (17.33) hours of work, or fraction thereof.

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Revise paragraph 7 to read:

7. Part-time employees regularly working twenty-two and one-half (22 1/2) hours or more shall be covered for the insurance benefits set forth in Article 14 hereof. Part-time employees regularly working less than twenty-two and one-half (22 1/2) hours per week may obtain coverage under the medical insurance plans offered by the Company under Article 14 upon payment by the employee of the applicable premium at the group rate.

Add new paragraph 8 to read:

8. Irregular extras who have a year's service or who have completed 1,000 hours of work shall be offered available work in their classification prior to irregular extras with less than 1 year or 1,000 hours of service.

ARTICLE 18, WAGES

1. A 3% across-the-board wage increase effective January 1, **2001** payable on straight-time earnings to each current bargaining unit member employed as of the date of the membership ratification vote.
2. For the year **2002**, a wage freeze as has been applied to all Company employees.
3. A 6% across-the-board wage increase effective January 1, **2003** payable on straight-time earnings to each current bargaining unit member employed as of the date of the membership ratification vote. Wage grids effective January 1, 2003 are attached.
4. Effective January 1, **2004**, minimum salaries for each classification shall be increased by 1.5 % **or** by the same percentage general wage increase as may be granted by the Company to its employees represented by the Teamsters and Pressmen's Unions, whichever is greater.
5. Effective January 1, **2005**, minimum salaries for each classification shall be increased by 1.5 % **or** by the same percentage general wage increase as may be granted by the Company to its employees represented by the Teamsters and Pressmen's Unions, whichever is greater.

Upgrades:

| | |
|-----------------------------|--|
| Library Assistant | N-15 to N-13 |
| Research Analyst | A-11 to A-9 |
| Online Advertising Producer | equal to N-1 |
| Two-year Interns | New 2 nd step increases rate by \$25 weekly |

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Replace "D. Gainsharing Program" with:

"Bargaining unit employees shall be included in the Company's Profit Performance Bonus plan. The decision to pay a bonus and/or the amount of a bonus shall be within the sole discretion of the Company and not subject to contractual grievance or arbitration procedures. If the Company decides to pay a bonus, it shall be paid to bargaining unit employees on the same basis as other employees of the Company."

Revise paragraph E, 5(a) to read:

E, 5(a) An employee in a lower classification assigned to and working as a substitute in any of the positions listed in the following table for one-half or more of his or her shift shall receive an extra per diem allowance as set forth in this table.

| | <u>Eff 1/1/00</u> | <u>Eff 1/1/01</u> | <u>1/1/02</u> |
|---|-------------------|--|---------------|
| A. Managing Editors | \$21.25 | Increase by same rate as general increase. | |
| B. News Editors | \$17.05 | | |
| C. City Editor Sports Editor Financial Editor State News Editor Special Features Editor Telegraph Editor Programming Manager National Advertising Manager Sales Director | \$14.25 | | |
| D. Chief Photographer Librarian Chief Artist Associate Managing Editors Classified Office Manager Asst. Data Proc. Mgr.-Operations Classification Sales Manager Telephone Room Manager | \$12.15 | | |

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- | | | |
|----|--|---------|
| E. | Regional News Editors Systems Editor Assistant City Editor Sunday and Holiday Day City Editor Other positions excluded under Article I | \$11.35 |
| F. | Secretary Confidential Secretaries | \$ 5.00 |

Revise paragraph E, 5(b) to read:

E, 5(b) An Employee assigned to and working as a substitute in a higher classification not listed in the foregoing table will be paid an extra per diem allowance based upon the difference between his or her present minimum and the next higher minimum in the classification in which he or she is assigned, which allowance shall be not less than two dollars and fifty cents (\$2.50) per diem. The minimum amount shall be increased annually by the same percentage as the general increase.

Add paragraph E, 8(a) and (b) which reads:

8. (a) The Publisher shall have the exclusive and unilateral right to institute, modify, suspend or terminate sales incentive plans at any time. No such incentive plan may be terminated prior to any expiration date set forth therein.

(b) The Guild shall have recourse to the grievance procedure only concerning calculation of incentive compensation under the terms of any such incentive plan or plans as set forth above.

Delete paragraph E, 10 which reads:

E, 10. If any Union at the Company is granted an annual general wage increase in excess of two percent (2%) in 1997, 1998, or 1999, any such excess shall be granted in the appropriate year or years to employees covered by this Agreement

ARTICLE 19, EXPENSES AND EQUIPMENT

Revise 3 (a) to read:

3. (a) Employees who are regularly required to maintain an automobile for use in the performance of their duties shall be compensated for such use by payment of a flat minimum allowance for all weeks worked and during paid vacations as follows:

| | | |
|-------------------|----------------|---------------|
| Effective Date | Flat Allowance | Covered Miles |
| Date of Agreement | \$ 45.00 | 150 |

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Delete 3 (e), (g), (h), and (i) which read:

3(e) The Publisher shall provide employee parking in the Company's Fountain Street parking lot on the same basis as parking at that lot is offered to other employees of the Company.

3(g) Employees who work fewer than five (5) days per week shall be eligible to purchase per diem parking passes from the Parkade Parking Garage at not more than four dollars (\$4.00) per day. This provision shall remain in effect for the term of this Agreement or until the Company divests ownership of the aforementioned garage, whichever occurs sooner.

3(h) The Publisher will make a good faith effort to locate parking at lots in the Fountain Street area at discounted rates on a monthly and per diem basis for employees on the waiting list for parking at the Company's Fountain Street parking lot.

3(i) During snow emergencies, the Company shall provide off-street parking to employees at the per-diem rate for Company provided parking.

Add new parking proposal to read:

PARKING AND TRANSPORTATION PROPOSAL

The Company will offer free parking spaces to bargaining unit employees whose worksite is the Company's Fountain Street building and who are regularly scheduled to work at least 22-1/2 hours per week. The maximum number of spaces to be offered is 150 on a first-come first-served basis among the spaces that may be available each day at either the Fountain Street Parking Lot, at the Eddy Street Parking Lot, and/or at the Washington Street Garage. These spaces will be allocated by seniority among eligible employees. The Company will offer these spaces unless any or all of these parking facilities are sold to a third party, taken by eminent domain or converted to non-parking uses. If any or all of these facilities become unavailable the maximum number of 150 spaces will be reduced as follows: 40 due to the unavailability of the Fountain Street Parking Lot, 25 due to the unavailability of the Eddy Street Parking Lot, and/or 85 due to the unavailability of the Washington Street Garage. In the event a parking facility becomes unavailable, the Company will give the Guild and affected employees at least one month's notice.

The Company will also offer free parking to those bargaining unit employees with payroll deduction for parking to the Company as of January 6, 2003. The Company will also continue to offer free parking to outside sales representatives, photographers, and at State Staff Bureaus outside Providence for employees required to use their automobiles in the course of their duties at those bureaus.

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The Company will offer up to a total of 35 free monthly bus passes for employees regularly scheduled to work at least 22-1/2 hours per week for use to commute to work, the passes to be allocated based on seniority.

This proposal will be implemented 30 days after the ratification of a new collective bargaining agreement.

Revise 6 (a) to read:

6. (a) The allowances provided for below shall be subject to adjustment quarterly, after the execution of this agreement, in accordance with the following table which shall be adjusted for each ten cents (\$.10) increase or decrease in the cost of unleaded gasoline per gallon:

| Average Cost of Unleaded Gasoline in Rhode Island* | Per mile Overage |
|--|------------------|
| Up to 1.149 | .22 |
| 1.15 to 1.249 | .23 |
| 1.25 to 1.349 | .24 |
| 1.35 to 1.449 | .25 |
| 1.45 to 1.549 | .26 |
| 1.55 to 1.649 | .27 |
| 1.65 to 1.749 | .28 |
| 1.75 to 1.849 | .29 |

The table shall be continued up to the IRS mileage rate

*American Automobile Association of Rhode Island Survey

ARTICLE 20, RETIREMENT PLANS

Revise in its entirety as follows:

Paragraphs 1(a) through 1(j) and paragraph 2 shall remain in effect through December 31, 2003.

Effective January 1, 2004, all eligible employees must select the following Option A or Option B:

OPTION A: The Company shall offer eligible employees participation in the Belo Savings Plan (401(k) Plan) and The G. B. Dealey Retirement Pension Plan (Pension Plan). This option is known generally as "The Classic Choice". The following provisions apply to Option A:

(a) All participants must make a retirement plan election by January 1, 2004.

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- (b) The Pension Plan benefit available to Providence Journal Guild employees who elect this option will be the benefit determined under the benefit formula defined in Article 4.1(a) of the Pension Plan for all credited service.
- (c) Employees electing this option will not be eligible for the enhanced benefits available under “The Star Plan”.
- (d) No contributions from either employees or the Publisher will be made to the Journal-Guild 401(k) Plan following December 31, 2003.
- (d) The decision to enroll in the “The Classic Choice” shall be a one-time opportunity.

OPTION B: The Company shall offer eligible employees participation in the Belo Savings Plan. Employees electing this option – known as “The Star Plan” – will be eligible for the enhanced company match and company contribution. The following provisions apply to Option B:

- (a) All participants must make a retirement plan election by January 1, 2004.
- (b) The Pension Plan benefit earned as of December 31, 2003 will be frozen as of that date. The Pension Plan benefit earned as of December 31, 2003 will be payable according to the terms of the Pension Plan.
- (c) No contributions from either employees or the Publisher will be made to the Journal-Guild 401(k) Plan following December 31, 2003.
- (d) The decision to enroll in the “The Star Pan” shall be a one-time opportunity.

Bargaining unit employees hired or re-hired on or after January 1, 2004, shall be eligible to participate in “The Star Plan” and will not be eligible to either participate or accrue any additional benefits in The G. B. Dealey Retirement Pension Plan.

Such plans shall be subject to the same modifications or improvements as generally granted to or required of non-union, non-supervisory employees of the Publisher.

ARTICLE 22, DIVERSITY COMMITTEE

Delete paragraph 2 which reads:

2. The Diversity Committee shall be responsible for making recommendations to the Publisher and to the Guild regarding workplace diversity. The Committee shall also make recommendations regarding administration and support for programs such as the Media Partners in Progress, as described in the Memorandum of Agreement dated April 25, 1995, including recruitment, training and the assigning of mentors.

ARTICLE 24, DURATION

Revise in its entirety to read:

1. This agreement shall continue in full force and effect to and including December 31, 2005.

2. If either Party hereto wishes to propose a new contract to take the place of this one upon its expiration date, it shall notify the other Party in writing of its wishes sixty (60) days prior to January 1, 2006, and accompany the notice with a statement in detail of changes desired. The respondent may, within twenty-five (25) days, formulate a counterproposal setting forth the conditions it will seek to establish. If no counterproposal is filed, the existing contract shall be considered to be the respondent Party's counterproposal.

3. If either Party wishes to make amendments to this contract upon its termination and a new contract has not been signed by January 1, 2006, and if there is a change in the wage scale, it is agreed by both Parties that retroactivity, as affecting wages, shall apply for a period not to exceed ninety (90) days beyond December 31, 2005. Any application of retroactivity to wages after the ninety (90) day period herein referred to must be mutually agreed upon by both Parties when a new contract is signed.

4. The terms of Article 2, Section 4 (Dues Checkoff), Article 2, Section 5 (Union Security); and Article 5 (grievance arbitration and no strike) shall remain in effect until such negotiations are lawfully terminated.

**M.O.A. -- No. 2 -- Delete
Media Partners in Progress Internship Program**

**M.O.A. -- No. 4 -- Delete
Information requests**

**M.O.A. -- No. 6
2-Year Internships**

Revise paragraph 3 to add "Interns who are hired as regular employees shall not be required to serve a probation period."

Revise paragraph 4 rates to be increased in accordance with the general wage increases over the term of the contract.

M.O.A. -- No. 8

Establishment of Prepublishing Department

Delete paragraph 11 which reads:

11. Employees transferred from the Color Pre-Press Department shall be excluded from application of the provisions of Article 2, Section 5(b). The provisions of Article 2, Section 5 in the News and Advertising Agreements shall be continuously in force, to the extent permitted by law, from the date of this Agreement until expiration of the Collective Bargaining Agreement which succeeds the current Collective Bargaining Agreement.

M.O.A. No. 10 – Delete

Grievance settlement issues

M.O.A. No. 11 – Delete

Promotion Department

Add M.O.A. dated July 13, 1998 regarding the on-line service known as Projo.com.

Add M.O.A. dated June 18, 1999 re WRNI.

Add M.O.A. January 31, 2003 re summer interns.

Add M.O.A. dated February 3, 1998 re fitness center. Delete paragraphs 7 and 8.

Add M.O.A. regarding implementation of Expedited Arbitration

PREPUBLISHING WAGE PROPOSAL

All Prepublishing Operators shall be placed at Step 2 of the Prepublishing Specialist Grid and advance in those steps annually until they reach the top step. The Prepublishing Operator classification shall be eliminated.

DUES PROPOSAL

The following shall govern issues of payment of dues from February 1, 2000 through resumption of dues checkoff.

Current employees will be responsible for coming into compliance with their obligations under the union security clause.

Current employees shall have the following payment options:

1. Payment of all uncollected dues within **fourteen** days of payment of retro pay.
2. Deduction of uncollected dues from retro pay.

Unless an employee specifies otherwise in writing, option 1 shall be the default option.

Any employee who fails to fully pay uncollected dues up to \$200.00 within fourteen days of the payment by the company of retro pay shall have his/her employment terminated upon request of the Guild. For amounts over \$200.00, employees shall be allowed to repay to the Guild at a rate of \$50 per week. **Any employee who defaults on a repayment schedule of amounts over \$200.00 shall have his/her employment terminated upon request of the Guild.** In that employees have individual rights under law to contest such a Guild request, the Journal agrees to waive arbitration and will not otherwise contest in any legal forums such a request by the Guild.

ADDITIONAL MISCELLANEOUS SETTLEMENT OFFERS

NOTE: All without precedent as to any position that may be taken by the Company or the Guild in any other case; A settlement shall not be referred to in any arbitration or other proceeding except as may be necessary to enforce that settlement.

1. A one time lump sum payment of twenty thousand (\$20,000) shall be paid to affected bargaining unit employees in full settlement of the parking arbitration award in AAA Case 11-300-00908-98 with the express understanding that the Company does not admit any fault or contract violation and is settling solely to avoid unnecessary litigation.

This amount shall be pro-rated among part-time employees employed by the Company as of the date of ratification who are not being provided parking by the Company. Among these, each shall receive an amount proportionate to his/her total hours worked since 1/1/98 divided by the total hours of all such employees worked since 1/1/98.

Company Offer to be Presented to Guild Membership 6/2/03

2. NLRB charge- small grid for graduation lists – Lump sum settlement offer of \$480 less required withholdings for **Doreen Tracey**.
3. Loss of small grid for features copy editors – Company proposes that **Ellen Sawyer, Fran Ostendorf, Brian Beaulieu, Lawrence Smith, Robert Cocroft, Robert Young and Kathleen Hill, Rick Massimo, Karen Johnson**, copy editors, shall be paid within classification 06; Make-up Copy Editor position and title deleted.
4. **Karen Ziner** transfer - Company proposes to reassign Ziner to a day General Assignment City Staff Reporter position.
5. **Mike Monti** termination – Lump sum settlement offer of \$4,080.00 less required withholdings.
6. Editorial assistant small grid loss (**Cecilia Arnold**) – Settlement offer of \$30 weekly merit.
7. Company agrees to supply Guild with payroll Memorandums.
8. **Don Miller** discipline, Company proposes to sunset discipline as of 12/7/02.
9. **Steven Rhind** discharge, Lump sum settlement offer of \$4,080.00 less required withholdings.
10. **David Pagano** suspensions, to be arbitrated pursuant to Article 5. (not expedited)
11. **Babette Augustin** discipline, Company proposes to sunset discipline as of 10/4/03.
12. **Maurice Lamirande** discipline, Company proposes to sunset discipline as of 10/4/03.
13. Upgrade Kevin McNamara and Tom Curran to Special Writer.
14. Collection of unpaid parking fees from Babette Augustin to cease and remaining amounts forgiven.
15. The Company to pay to the estates of William Parrillo and Robert Jagolinzer retroactive wage amounts through the last day of their active employment.

All of the foregoing is contingent upon the following Release and Settlement Agreement:

RELEASE AND SETTLEMENT AGREEMENT

1. The Company and the Guild agree that, in consideration for the agreements reached above, all pending lawsuits, grievances, arbitrations, unfair labor practice charges, National Labor Relations Board complaints and/or other claims by the Guild against the Company and/or by the Company against the Guild are hereby fully settled and shall be withdrawn and/or dismissed with prejudice. Further, the Company and the Guild mutually release each other from any claim which the Company or the Guild may have or claim to have based upon any occurrence or non-occurrence which the Company or the Guild knew or should have known prior to the date of ratification of a new collective bargaining agreement and the Company and the Guild hereby covenant not to file or bring a lawsuit, grievance, arbitration, unfair labor practice charge or any other proceeding to assert such a claim.

2. The above agreements, including execution of a new collective bargaining agreement, are contingent upon acceptance of this Agreement by the National Labor Relations Board as settlement in full of all pending unfair labor practice charges, complaints, allegations and/or Orders. This Agreement shall be effective upon receipt of written notification from the National Labor Relations Board that all pending unfair labor practice charges, allegations, and complaints are withdrawn and/or dismissed with prejudice and that this Agreement constitutes compliance in full with any and all outstanding Orders. In order to implement this Agreement, the Company and the Guild will jointly:

- a) File a Motion to Remand to Judge Kocol case numbers 1-CA-37763, 1-CA-38129, 1-CA-38456, 1-CA-38627, 1-CA-38743, 1-CA-38888 and 1-CA-39123 (collectively referred to as "Case Number 1") and Case numbers 1-CA-39430, 1-CA-39501 and 1-CA-39797 (collectively referred to as "Case Number 2") currently pending before the National Labor Relations Board;
- b) Request that Judge Kocol vacate his decisions in Case Number 1 and Case Number 2. The Guild will then withdraw the unfair labor practice charges which formed the basis for Case Number 1 and Case Number 2. The parties will then request the General Counsel withdraw Case Number 1 and Case Number 2 and will request Judge Kocol to approve withdrawal of Case Number 1 and Case Number 2.

Company Offer to be Presented to Guild Membership 6/2/03

3. Unless otherwise specifically provided, all terms of the above agreements and a new collective bargaining agreement shall become effective the first pay period following ratification and the entry of the vacation/withdrawal orders as described in paragraph 2 above in this Release and Settlement Agreement.

Date: _____

FOR THE COMPANY:

FOR THE GUILD:

Company Offer to be Presented to Guild Membership 6/2/03

**GUILD NEWS UNION PAY GRID
Effective: January 1, 2003**

| Class | JOB Title | Code | SALARY BASED UPON YEARS OF EXPERIENCE | | | | |
|-------|---|------|---------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 010 | Online Producer Regional Bureau Manager Section Editor | | 25.561067 958.54 | 29.468267 1,105.06 | 31.532000 1,182.45 | - - | - - |
| 020 | Slot Editor | | 26.085067 978.19 | 30.678667 1,150.45 | - - | - - | - - |
| 030 | Editorial Writer Special Writer | | 25.736267 965.11 | 30.275467 1,135.33 | - - | - - | - - |
| 040 | Online Chief Designer Overnight Editor | | 23.589600 884.61 | 27.595733 1,034.84 | 30.275467 1,135.33 | - - | - - |
| 050 | Assistant Art Department Head Chief Night Artist Page Editor Picture Editor State Staff Manager | | 23.357867 875.92 | 27.500533 1,031.27 | 30.275467 1,135.33 | - - | - - |
| 060 | Makeup Editor Online Production Coordinator | | 22.246400 834.24 | 25.818400 968.19 | 27.595733 1,034.84 | 29.990933 1,124.66 | - - |
| 070 | Copy Editor | | 17.972000 673.95 | 21.859200 819.72 | 24.182667 906.85 | 26.410667 990.40 | 29.351200 1,100.67 |
| 080 | Artist Makeup Assistant News Computer Specialist Online Designer Photographer Reporter | | 16.488000 618.30 | 20.626133 773.48 | 23.328267 874.81 | 25.935733 972.59 | 28.782133 1,079.33 |
| 090 | Assistant Librarian Picture Editor Assistant | | 22.028533 826.07 | 25.983467 974.38 | 28.757067 1,078.39 | - - | - - |
| 100 | Chief Visual Technician | | 16.091733 603.44 | 18.185867 681.97 | 20.179467 756.73 | 22.511467 844.18 | - - |
| 110 | Pagination Assistant Visual Technician | | 14.007467 525.28 | 16.595200 622.32 | 18.112800 679.23 | 21.384800 801.93 | - - |
| 120 | News Specialist | | 13.674667 512.80 | 16.193867 607.27 | 17.662933 662.36 | 19.037600 713.91 | 20.864267 782.41 |
| 130 | Departmental Assistant Library Assistant | | 13.456533 504.62 | 15.790667 592.15 | 16.927733 634.79 | 18.066667 677.50 | 19.465067 729.94 |
| 140 | State Staff Office Assistant | | 12.302133 461.33 | 14.340533 537.77 | 15.380267 576.76 | 17.899200 671.22 | - - |
| 150 | Editorial Assistant Online Assistant | | 12.061067 452.29 | 14.058933 527.21 | 15.079200 565.47 | 16.312000 611.70 | - - |
| 160 | Copy Clerk General Assistant Receptionist | | 10.970133 411.38 | 12.732000 477.45 | 13.703200 513.87 | 14.865600 557.46 | - - |
| 170 | Two-Year Intern Reporter | | 14.444000 541.65 | 15.110667 566.65 | - - | - - | - - |

Company Offer to be Presented to Guild Membership 6/2/03

GUILD ADVERTISING UNION PAY GRID

Effective: January 1, 2003

| Class | JOB Title | Code | SALARY BASED UPON YEARS OF EXPERIENCE | | | | |
|-------|--|------|---------------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 010 | Online Producer | | 25.561067 958.54 | 29.468267 1,105.06 | 31.532000 1,182.45 | - - | - - |
| 020 | Classified Sales Manager Copy Layout Department Manager Department Store Manager Field Sales Manager Prepublishing Supervisor Retail Auto Sales Manager Sales Manager General Advertising | | 24.210133 907.88 | 28.876267 1,082.86 | 31.129067 1,167.34 | - - | - - |
| 030 | Advertising Artist Advertising Promotion Specialist Creative Services Specialist Head Makeup Coordinator | | 23.357867 875.92 | 27.500533 1,031.27 | 30.275467 1,135.33 | - - | - - |
| 040 | Assistant Credit Manager | | 22.922933 859.61 | 27.288000 1,023.30 | 29.611467 1,110.43 | - - | - - |
| 050 | Advertising Sales Representative Online Sales Representative Research Associate | | 17.296000 648.60 | 21.599200 809.97 | 24.182667 906.85 | 26.766667 1,003.75 | 29.468267 1,105.06 |
| 060 | Makeup Person | | 16.488000 618.30 | 20.626133 773.48 | 23.328267 874.81 | 25.961067 973.54 | 28.734667 1,077.55 |
| 070 | Prepublishing Specialist | | 17.229867 646.12 | 22.170400 831.39 | 24.420267 915.76 | 24.984533 936.92 | - - |
| 080 | Assistant Credit Office Manager Assistant Detail Manager Assistant Telephone Room Manager Computer Room Supervisor National Office Supervisor Night Classified Office Supervisor | | 17.229867 646.12 | 21.526400 807.24 | 24.420267 915.76 | - - | - - |
| 090 | Assistant to Credit Manager Assistant to Night Classified Supervisor Bookkeeper Computer Operator Merchandise Specialist Promotion Coordinator Promotion Photographer Research Analyst Senior Display Marked Paper Clerk | | 15.137333 567.65 | 18.730133 702.38 | 20.864267 782.41 | 22.973867 861.52 | - - |
| 100 | Display Counter Salesperson Inside Display Sales Inside Telephone Sales Specialty Product Sales Representative | | 14.307467 536.53 | 17.331200 649.92 | 19.085600 715.71 | 20.934400 785.04 | - - |

**GUILD ADVERTISING UNION PAY GRID
Effective: January 1, 2003**

| Class | JOB Title | Code | SALARY BASED UPON YEARS OF EXPERIENCE | | | | |
|-------|--------------------------------------|------|---------------------------------------|-----------|-----------|-----------|-----------|
| | | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
| 110 | Advertising Tabulator | | 12.279200 | 15.505333 | 17.117600 | 19.316000 | - |
| | Night Classified Sales Clerk | | 460.47 | 581.45 | 641.91 | 724.35 | - |
| | Promotion Assistant | | | | | | |
| | Research Assistant | | | | | | |
| 120 | National Order Clerk | | 11.625067 | 13.774667 | 15.079200 | 16.312000 | 18.307200 |
| | Online Marketing Assistant | | 435.94 | 516.55 | 565.47 | 611.70 | 686.52 |
| | Publications Clerk | | | | | | |
| 130 | Display Marked Paper Clerk | | 11.625067 | 14.390667 | 15.908800 | 17.662933 | - |
| | Lead Data Entry Clerk | | 435.94 | 539.65 | 596.58 | 662.36 | - |
| | Secretary | | | | | | |
| 140 | Classified Counter Sales Clerk | | 12.192000 | 14.723733 | 16.193867 | 17.544800 | - |
| | | | 457.20 | 552.14 | 607.27 | 657.93 | - |
| 150 | Billing Operator Classified Clerk | | 11.625067 | 14.058933 | 15.505333 | 16.927733 | - |
| | | | 435.94 | 527.21 | 581.45 | 634.79 | - |
| 160 | Clerk Stenographer | | 10.970133 | 13.348267 | 14.865600 | 15.647200 | - |
| | Data Entry Clerk | | 411.38 | 500.56 | 557.46 | 586.77 | - |
| | Delivery Clerk | | | | | | |
| 170 | Cashier | | 10.970133 | 13.348267 | 14.865600 | - | - |
| | Classified Switchboard | | 411.38 | 500.56 | 557.46 | - | - |
| | Credit Assistant | | | | | | |
| | Makeup Copy Clerk | | | | | | |
| | Porter and Lumper | | | | | | |
| | Receptionist Research Clerk | | | | | | |
| 180 | Clerk Typist | | 10.970133 | 12.850133 | 14.106400 | - | - |
| | Credit Clerk | | 411.38 | 481.88 | 528.99 | - | - |
| | Office Clerk | | | | | | |